



## **Agenda of Regular Meeting**

### **The Board of Trustees Belton Independent School District**

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A Regular Meeting of the Board of Trustees of Belton Independent School District will be held May 13, 2024, beginning at 6:15 PM in the Pittenger Fine Arts Center, 400 N. Wall Street, Belton, TX 76513. One or more trustees may participate via video conference.

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

- 1. Call to Order, Moment of Silence and Pledge of Allegiance**
- 2. Oath of Office for Board Trustees Elected on May 4, 2024** **5**
  - A. Swearing in of Board of Trustees Area 2
  - B. Swearing in of Board of Trustees Area 4
- 3. Recognitions** **6**
  - A. Student Pledges - Belton Early Childhood School
  - B. Student Showcase - Belton Middle School Jazz Band
  - C. VASE Contest Winners
  - D. Texas Association of Pupil Transportation State Finalist
  - E. Esports State Championship Finalists
  - F. Texas Dance Educators Association All-State Qualifiers
  - G. Band Solo & Ensemble State Qualifiers

H. Belton High School Orchestra Solo & Ensemble State Qualifiers	
I. UIL Theatrical Design State Qualifiers	
J. Texas Color Guard Circuit State Contest Qualifiers	
K. Texas Girl Coaches Association Academic All-State - Cheer	
L. Texas High School Coaches Association Academic All-State Recipients	
M. Skills USA State Competitors	
N. HOSA State Qualifiers	
O. Technology Student Association State Qualifiers	
P. Texas Association of Future Educators State Qualifiers	
Q. FCCLA State Competitors	
R. FFA State Qualifiers	
S. YMCA Judicial State Competitors	
T. Barbara Jordan UIL Essay Competition Winner	
U. National Merit Finalist	
V. New-to-the-Profession Teacher Recognition	
W. Temple Rotary Educators of the Month	17
X. Department Showcase - Health Services	
Y. New Administrator Introductions	
Z. Community Partner Recognition - Education Connection & Faith-Based Organizations	
<b>4. Public Comments Regarding Items on the Agenda</b>	
<b>5. Action Items</b>	
A. Consider, Discuss, and Take Appropriate Action Regarding the Adoption of Board Policy EFB(LOCAL) and EFB(EXHIBIT) - Instructional Resources: Library Materials	19
<b>6. Reports</b>	
A. High School Master Schedule Report	59
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D. Superintendent's Report	89
E. Board Highlights	

**7. Consent Agenda: Consider and Take Appropriate Action**

A. Minutes of Previous Meetings:	
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6. Insight Investments, LLC for District Firewall Refresh	
7. Unite Private Network for Phone System Migration to Webex Cloud Calling (Part 1)	
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F. Supply, Equipment, and Service Bids	
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J. Change Order #1 to Contract with CORE Construction for Belton High School Bond Project	183

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N. Selection of Construction Delivery Method for Charter Oak Elementary Drainage Project and Delegate Authority to the Superintendent Regarding the Project	191
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<b>9. Calendar of Events</b>	
<b>10. Public Comments Regarding Non-Agenda Items</b>	
<b>11. Closed Session (Texas Government Code, Subchapters D and E)</b>	
A. Consultation with Attorney - Texas Government Code, Section 551.071	
B. Student Disciplinary Matter - Texas Government Code, Section 551.082	
C. Personnel - Texas Government Code, Section 551.074	
D. Selection of Officers for the Board of Trustees - Texas Government Code, Section 551.074	
<b>12. Reconvene in Open Session and Take Action, if any, on Items Discussed in Closed Session</b>	
A. Consider, Discuss, and Take Appropriate Action Regarding Reorganization of the Board of Trustees	194
<b>13. Adjourn</b>	

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SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(seal)

\_\_\_\_\_  
Signature of Notary Public or Other Officer  
Administering Oath

\_\_\_\_\_  
Printed or Typed Name

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**  
**May 13, 2024**

**Item:** Recognitions

**Contact Person:** Jennifer Bailey

**Presented for:**  Action  Report Only

**Supporting Documents:**  None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 2: Ensure exceptional learning experiences for each and every student.

Goal 4: Develop a district-wide culture of value, support, and growth amongst all students and staff.

**Background Information:**

**Student Pledges — Belton Early Childhood School**

Tonight's pledges were led by Belton Early Childhood School students Azai Muschett and Mila Mercado-Chavoustie.

Azai loves math and sports, and he plays flag football. His friends describe him as funny and caring.

Mila's favorite subject is art because she likes to make things. She loves to ride her bike, play outside, and feed ducks at the creek. Her friends admire her kindness and sense of style. She is also fun to play with.

**Student Showcase — Belton Middle School Jazz Band**

Tonight, we're proud to showcase the Belton Middle School Jazz Band. This talented group of 25 7th- and 8th-grade students is continually refining their skills and earning top honors at events like the Temple Jazz Festival. Ten students even secured spots in the prestigious TMEA All-Region Jazz Band, a testament to their remarkable talent. The Belton Middle School Jazz Band is under the direction of Chris Pulley.

## **VASE Contest Winners**

Six Belton ISD students qualified for the 2024 Texas Art Association's High School Visual Arts Scholastic Event (VASE) state competition. Congratulations to Seth Hayhurst, Berkley Regner, and Kayleigh Borowski from Belton High School, and Isabella Dickson-Walter, Liam McCullagh, and Diana Williams from Lake Belton High School. Teachers are Jannet Alardin, Macon Tolleson, and Madyson Ward at Belton High School, and Emily Simeroth at Lake Belton High School.

Out of over 2,100 artworks that advanced to state, only 165 received a Gold Seal. McCullagh and Williams are the first Lake Belton High School students to receive Gold Seal awards. Previously, only one other Belton ISD student had received a Gold Seal.

## **Texas Association of Pupil Transportation State Finalist**

BISD is celebrating Sparta Elementary second-grade student Avery Abroms for earning third place in the Division I Texas Association of Pupil Transportation School Bus Safety Poster Contest. This competition raises awareness about school bus safety and provides students with the chance to win scholarships. The teachers are Stacy Bostick and Jessica Picarazzi.

## **Esports State Championship Finalists**

The district is celebrating the achievements of the Bronco Esports State Championship Finalists. Representing Lake Belton High School are Aiden Scammell, Ivan Hoang, and Thomas Lara from APEX Legends, along with Gabriel Vacula from Mario Smash Bros. Solos. The Bronco Esports Team sponsor is Kristie Shepherd.

## **Texas Dance Educators Association All-State Qualifiers**

Daphne Ortiz, a student at Belton High School, is being recognized as a 2024-25 All-State dancer. Selected as one of only 250 dancers in Texas, she proudly represented both Belton ISD and BHS at the Texas Dance Educators Association Convention in January. Her coaches are Rachel Hill and Emma Marsland.

## **Band Solo & Ensemble State Qualifiers**

BISD is honoring the following musicians for qualifying for the state level at the Texas State Solo and Ensemble Contest. They have demonstrated their outstanding musical abilities on a statewide stage, further emphasizing the excellence of the BISD Fine Arts programs.

### **From BHS:**

**Soloists:** Hope Bovell, Liam Bower, Abigail Fuller, Thaddeus Henderson, Jennifer Huscanga, Jeremiah Joseph, Brennan Lanham, Alyssa Nickerson, and Elijah Seavey

**Ensembles:** Logan Floyd, Mackenzie McCaleb, Jussi Pera, Javier Garcia, Ezra Kahler, Zander Goebel, Noelle Dieter, Noah Gonzalez, Colby Franklin, Aiden Orsag, Robert Richeson, Judah Kaler, Nathaniel Neiser, and Alyssa Vahrenkamp

The musicians at Belton High School are directed by Kevin Kwaku, Chris Kreger, Matthew Vaadi, and Ian Smith.

### **From**

### **LBHS:**

**Soloists:** Cahaya Lane, Adam Namkung, Gabe Jones, Jacob McCready, Olivia Cromwell, Ben Shimabukuro, Abby Hajovsky, Abbie Kuykendall, and Ethan Suarez

**Ensembles:** Lilyan Graves, Cahaya Lane, Elizabeth McCready, Adam Namkung, Daniel Bernhard, Christopher Clement, Jonathon Crow, Evan Eckert, Abby Henderson, Nate Herrera, Raistslin Kirkland, Abby McNiel, Lilly Allman, Madison Coleman, Harmony Collins, Levi Dale, Naomi Hwang, Mikayla Munson, Danica Garza, Selah Graves, Gabe Jones, Chase Anderson, Joseph Doney, Joshua Naumann, Andy Thomas, Matthew Antuna, Graycin Barrett, Marc Crosby, Luke Frobish, Roberto Jennings, Daeja Parsons, Ethan Smith, Jayden Bautista, Jared Colambo, Olivia Cromwell, Abby Hajovsky, Asher Hansgen, Nolan Koloroutis, Abbie Kuykendall, Ben Shimabukuro, and Ethan Suarez

At Lake Belton High School, the musicians are led by directors Bobby Yerigan, Craig George, Jacob Guerrero, and Grant Shane.

## **Belton High School Orchestra Solo & Ensemble State Qualifiers**

BISD is proud to recognize the Orchestra Solo and Ensemble State Qualifiers from Belton High School. We applaud the accomplishments of Soteria Shin, Coleman Pennington, and Matthew Herrera. We wish them continued success as they compete at the state level. They are under the direction of Preston Patterson.

## **UIL Theatrical Design State Qualifiers**

Belton ISD is celebrating five UIL Theatrical Design State Qualifiers for representing the district at the state level. These individuals have demonstrated exceptional creativity and skill in the field of theatrical design. Yesmeen Zayed and Brennan Winn are students at Belton High School and are instructed by Marie Phillips. Liam McCullagh, Gissel Lemus, and Nola Ferrell are students at Lake Belton High School and are led by Ty Carter and Shelby Cozart.

## **Texas Color Guard Circuit State Contest Qualifiers**

The BHS guard team advanced to the state level in the Texas Color Guard Circuit State Contest in the Scholastic AA Division. Congratulations to Alantis Berry, Rylee Blattner, Karli Moon, Jadyne Bourland, Austyn Diskin, Ashley Farmer, Scarlett Finch, Chloe Hutchinson, Jhaneice Jones, Arianna Reynolds, Blanche Rosario-Taylor, Milagros Salinas, Alijah Sims, Tatiana Smith, Liandimar Torres-Agosto, Hadlie Trahan, Lillie True, and Adrianna Tyler. This achievement reflects the outstanding commitment and hard work of the students and their dedicated coach Briana Merritt.

## **Texas Girl Coaches Association Academic All-State - Cheer**

Belton ISD is honoring five student-athletes who have been honored as Academic All-State for cheer by the Texas Girl Coaches Association. Students from Lake Belton High School are Makaylyn Atkinson, Shelby Chaney, Brooklyn Cory, Landyn Johnson, Chandler Stahl, and Allison Wren. They are coached by Laura Bulls.

## **Texas High School Coaches Association Academic All-State Recipients**

### **Soccer**

BISD is proud to recognize the student-athletes who earned the distinction of being named Academic All-State by the Texas High School Coaches Association for soccer.

**BHS: Boys:** Ashutosh Ghamande, Rafael Payan, Connor Vela, Ian Walsh, and Dominik Pfeifer. **Girls:** Delaney Bouteller, Jezabel Vasquez. Carlo Mosnia coaches the boys' team at BHS, and Oscar Bersozza leads the girls' team.

**LBHS: Boys:** Nathan Ogden, Kaden Gillians, Nathan Sanders, and Dawson Vuong. **Girls:** Charlee Maddux, Emma Jez, Hailey Erskine, Ava Navarro, Ella Wheelless, Macey Weber, Austin Inman, and Meili Mason. At LBHS, Andrew Kirshner coaches the boys, while Jamie Tibbetts coaches the girls.

## **Tennis**

Congratulations to the student-athletes who were named to the Texas High School Coaches Association Academic All-State teams for tennis.

Students from BHS are: Matthew Herrera, Addison Alexander, Noah Zajicek, Nicholas Repka, and Braeden Parker. They are coached by James Stinson.

Students from LBHS are: Maya Davies Honea, Ava Locklin, Owen Gersbach, and Brodie Reed. They are coached by Niki Morgan.

## **Swimming**

Two Lake Belton High School swimmers were named to the Texas High School Coaches Association Academic All-State swim teams: Aden Namkung and Rylan Reasoner. Their coach is Natalie Hazlewood.

## **SkillsUSA State Competitors**

Belton ISD is celebrating the students who advanced to the SkillsUSA state competition. SkillsUSA is a skilled trade and workforce development organization for students.

**BHS:** Logan Chavez, Austin Govea, Brendan Hall, Chloe Hall, Koral Palomarez, Camryn Vanderveer, Taylin Rynkowski, Alexia Martinez, Jacqueline Gantivar, Misael Cuevas, Oscar Flores, Evan Hall, Kylar Quinn, and Jose Esquivel. The EMT teams both placed at state. Brendan Hall and Chloe Hall placed second and Koral Palomarez and Camryn Vanderveer placed third. Earning gold and advancing to the national competition: Misael Cuevas, Oscar Flores, Evan Hall, and Kylar Quinn (Teamworks). The teachers are Willie Ward, Michael Ferguson, Russ Arnold, CoryLunn Upton, and Michael Carrillo.

**LBHS:** MeiLi Mason, Lydia Stewart, Joseph Villalobos, Alex Wells, and Alexander Richardson. Mason placed third in Pin Design and Villalobos placed third in plumbing. Their teachers are Brittany Truitt, Rodney Johnson, and Brent Sharp.

## **HOSA State Qualifiers**

Belton ISD is very proud to have sent students to the state competition for HOSA - Future Health Professionals. Representing BHS at state were Zoe Ray and Caitlyn Wingo. Ray placed fifth for her research poster. Their teachers are Stephanie Yaryan and Brandi Frieden.

Representing LBHS at state were Shrey Gupta, Tinley Bynum, Daniella Garcia, Mikayla Munson, Cadence Ellis, Olivia Gallant, and Valeria Palacios Gutierrez. Their teacher is Mary Keeton.

### **Technology Student Association State Qualifiers**

The district was well-represented at the Technology Student Association state competition.

Advancing to state from BHS were Faith Perez, Sue-Ellen Grant, Trent Bowman, Pablo Rosa Ruiz, and Demetrio Salazar. Their teacher is Pietro Giustino.

From LBHS, state competitors were Lauryn Allain, Braedyn Brannum, Graysen Brindley, Vincent Brown, Kyle Campbell, Samuel Casanova, Joseph Doney, Ephraim Fry, Neva Guerra, Nolan Koloroutis, Cahaya Lane, Elizabeth Lozano, Robert Marshall, Logan Mayberry, Ayden Meeks, Brooke Phillips, Zachary Rahm, Madox Richner, Noah Santos, James Savino, and Aidan Scammell. Their teacher is Jessica Persilver.

### **Texas Association of Future Educators State Qualifiers**

Three LBHS students advanced to the state competition for the Texas Association of Future Educators. They are Victoria Shimabakuro, Austin Corten, and Victoria Sibley. Congratulations to Shimabakuro and Corten for advancing to nationals in the Varsity Interactive Bulletin Board competition. Their teacher is Kimberly Williams.

### **FCCLA State Competitors**

Twelve students represented BISD at the state Family, Career and Community Leaders of America (FCCLA) competition. This is a national career and technical student organization for students in Family and Consumer Sciences education.

From BHS: Faith Luce, Noelia Martinez, Carolina Mendez Ordaz, Kyra Gallant, and Jakeria Hall. Their teacher is Stacy Scott.

From LBHS: Tatum Engelke, Cecelia Grau, Abran Guajardo, Damon Herring, Stephanie Martinez, and Jocelyn Solis. Guajardo placed second place. The teachers are Nicholas Warren and Melinda Hodge.

### **FFA State Qualifiers**

Belton ISD is celebrating the students from Belton High School, Belton New Tech @Waskow, and Lake Belton High School who advanced to the state FFA competition. Their teachers are Lindsey Chapman and Brad and Lori Hobbs.

**Nursery landscape**

Jane Gauntt  
Raef Airhart  
Abigail Lonnecker  
Sophia Detert

Garrett Roger  
Rylan Norwood  
Macie estill  
Keaton Gallion

Madalynn Melton  
John Gauntt  
Ryana Traves  
Danica Kuhnau

**Vet science**

Kadence Sigler  
Yulissa gray  
Syrenity Wilson  
Rylea Robertson

**Horse**

Chapman  
Bailee Baker  
Bailey Peterson  
Mary Read  
Virginia Rosenbaum  
Alana Murphy

Judging-

**Wool Team**

Trinity Collins  
  
Emerson Sexton  
Makaylyn Atkinson  
Katelyn Ward  
Reese Sexton  
Parker Munz

**Environmental Natural Resource (ENR)**

Mallory Larson

**Wildlife**

**YMCA Judicial State Competitors**

We are celebrating the 16 Belton New Tech @Waskow students who competed at the YMCA state judicial competition: Cayden Ratliff, Kaycee Piskroz, Alayna Prager, MacKenna Hughes, Elizabeth Davis, Isabelle Ryals, Claire Shattuck, Zoe Shattuck, Sam McKenzie, Alexia Howard, Isabelle Allen, Jaelan Hurtado, Benjamin Garcia-Soto, Joshua Morgan, Logan Wilson, and Kory Turner.

The BNT@W competitive legal teams compete in the YMCA Youth and Government program's two judicial categories: mock trial and appellate court. All of the appellate court attorneys placed in the top 10 and one team placed first at the district competition and qualified for state. Additionally, two student justices placed first and third at the district competition and qualified for state. The teacher is Neill Plemons.

**Barbara Jordan UIL Essay Competition Winner**

Congratulations to Phoenix Carlisle from Lake Belton High School. She was the winner of the Barbara Jordan UIL Essay Competition. This competition provides students an opportunity to explore the contributions of African Americans to Texas history, as well as honor the legacy of its namesake, Barbara Jordan.

### **National Merit Finalist**

Congratulations to Shrey Gupta from Lake Belton High School. He is among 15,000 high school students nationwide to be selected as finalists for the 2024 National Merit Scholarship Program. To be selected as finalists, students submitted applications with information about their academic record, school and community activities, leadership characteristics, and awards earned. This is one of the highest honors a high school student can receive.

### **New-to-the-Profession Teacher Recognition**

The district is celebrating the following 89 student-centered educators who are finishing their first year of teaching. These educators are dedicated to continuous learning to ensure their students are successful. They have participated in monthly learning with the INSPIRE Academy and received support from their mentor teachers. We offer our congratulations for completing their first year with Belton ISD.

Scott Adams	Donna Fox	Lori Nipper
Jeremiah Adams	Cassandra French	Valerie Orozco
Norman Ainsworth	Samuel Fritz	Brooke Ortega
Melissa Baggett	Jessica Gawron	Dennis Osagiede
Brenda Batts	Peter Gingerich	Beth Pannenberg
Jane Boone	Manuel Gonzales	Jayna Parker
Jared Bouchie	Elsa Gonzalez	Cara Patranella
Jilliane Bounds	Nicole Guerrero	Marcia Pinto Reis
Haley Brent	Ashley Hallmark	Noah Preszler
Crissy Brown	Janice Hewett	Tyler Raulston
Traci Carter	Bethany Hewitt-Mendes	Dahlia Rendon
Taylor Chevalier	Melinda Hodge	Sonia Rivera
Vanessa Chisolm	Sonia Holleman	Rachel Rodriguez
Quinton Combs-Drake	Sidney Holman-Mansell	Maria Santos
Casey Cooper	Whitnie Hughes	Lauren Schachner
Alexandria Cryer	Savannah Johnson	Andrew Shaffer
Haley Cudd	Cowan Kaipo	Flishia Shannon
Alycia Cuffee	Miles Kehoe	Sarah Short

Shelby Curry	Kirby Kelly	Robert Stenson II
Autumn Dakenbring	Azzie Knox	Ewan Thomson
Jakob Daude	Lauren Landry	Johnny Timmons
Steven Dekeratry	Cynthia Ley-Rodriguez	McKenzie Tuyo
Aaron Doble	Yolanda Lyons	Madyson Ward
Austin Doffing	Francisco Maldonado	Nicolas Warren
Andrea Elieson	Sydney McAfee	Taylor Wells
Angela Finn	Jennifer McAfee	Trinity White
Ericka Flemming	Xiomara Melendez Valle	Jenna Wilck
Allie Folger	Briana Merritt	Shania Woods
Brendan Forrest	Laura Minor	Kimberly Ybanez
Kaiya Fowler	Melissa Moehle	

### **Temple Rotary Educators of the Month**

Lindsey Neece is the Temple Rotary Club Educator of the Month for April. She is being celebrated for her outstanding service to Belton ISD. Neece serves as a sixth-grade math teacher at Lake Belton Middle School. She is in her eighth year in education.

Kari Norman, the instructional coach at Lake Belton Middle School, stated the following about Neece, “Lindsey is an exemplary educator who consistently demonstrates a deep commitment to fostering an inclusive and effective learning environment. Her practice of differentiated instruction ensures that each student's unique learning needs are addressed. Lindsey's empathy towards her students establishes a positive teacher-student relationship and contributes to a nurturing classroom culture. Her use of formative assessments allows for real-time feedback, enabling her to make timely adjustments to lessons and plans based on the evolving needs of her students. Lindsey's incorporation of real-world examples in math lessons enhances the relevance of the material, making learning more engaging and applicable. Her willingness to embrace new teaching methods and adapt to changes demonstrates a forward-thinking and innovative mindset. Lindsey's approach to teaching is characterized by flexibility, empathy, and a genuine passion for student learning, making her an outstanding educator.”

For May, Bree Strnad is being recognized by the Temple Rotary Club as the Rotary Educator of the Month for her outstanding service to Belton ISD. Strnad serves as a Special Education Teacher and Cheerleading Coach at North Belton Middle School. She is in her eighth year in education and second in BISD.

Avery Polchinski, the assistant principal at North Belton Middle School, stated the following about her, “Bree is an outstanding educator, and we are extremely fortunate to

have her at North Belton Middle School. She goes above and beyond for our campus by being a special education teacher, case manager, and our cheerleading coach. She has a young baby, but she still gives her spare time to be the choreographer for the Penguin Project production of Finding Nemo, Jr. She always has a positive attitude and an uplifting spirit. Our students are positively affected by her on a daily basis. Thank you, Bree, for being a great influence on students and staff at North Belton Middle School.”

### **Department Showcase - Health Services**

Belton ISD is honoring the Health Services Department. This team employs 33 full-time health services staff, including 22 registered nurses, 10 Licensed Vocational Nurses, and one health aide. BISD school nurses provide direct support to all students and staff. So far this year they have seen 5,022 students in campus clinics involving over 79,000 individual office visits. Nurses create daily or emergency health plans and attend 504s and ARDs to meet the specific health needs of hundreds of students. They support students through volunteer work throughout the community. They annually provide preventive vision, hearing, and spinal screenings.

Our nurses also provide annual health education and training to our students and staff. Over 1,800 BISD staff have been through training such as Stop-the-Bleed, Basic Life Support, First Aid, Hands-Only CPR, and the use of life-saving medications such as epinephrine and the opioid antagonist, naloxone. Health fairs at BISD middle school campuses provide information on vaping/smoking, nutrition, hygiene, and life-saving skills. Our BISD Health Services Department is a crucial resource to BISD.

### **New Administrator Introductions**

#### Deputy Superintendent

Michael Morgan has been named deputy superintendent for Belton ISD. Morgan has been a member of the BISD family for 17 years. He most recently served as the assistant superintendent of operations, leading work in over ten departments, including transportation, school nutrition, custodial services, grounds, student services, health services, safety and security, emergency preparedness, facilities, and construction projects. Morgan earned his bachelor’s degree from Southwest Texas State University (now Texas State University) and master’s degree from Concordia University in Irvine. He is currently working toward a doctorate through Texas Tech University.

#### Director of Student Services

BISD is proud to introduce the new Director of Student Services Dr. Lee Vi Moses. Moses is an experienced administrator, having served as principal of Rogers High School since 2013. In his position, he will provide support to campus leaders, and oversee districtwide services including the BISD transfer process, assistant principal training, and more. He earned his bachelor's degree from Texas A&M University, a master's degree from Sam Houston State University, and his doctorate from Lamar University.

**Community Partner Recognition -  
Education Connection & Faith-Based Organizations**

This month, Belton ISD is honoring our partnership with the non-profit Education Connection and the Literacy Partners Program. This program has allowed almost 200 students to get 3,000 extra minutes of reading each week by bringing in trained volunteers to work with students one-on-one for 15 minutes. Many of these volunteers are involved in BISD because of Education Connection's mission to connect with faith-based organizations. We are also thanking the six local churches that have adopted BISD campuses: Belton Church of Christ, First Baptist Belton, First Baptist Temple, St. Luke's Catholic Church, Temple Bible Church, and Trinity Church.

**Fiscal Implications:**

None.

**Administrative Recommendation(s):**

None.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**  
**May 13, 2024**

**Item:** Temple Rotary Educator of the Month

**Contact Person:** Jennifer Ramirez

**Presented for:**  Action  Report Only

**Supporting Documents:**  None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 3: Attract, retain, and support a world-class team of employees.

**Background Information:**

Lindsey Neece is being recognized by the Temple Rotary Club as the Rotary Educator of the Month for April for her outstanding service to Belton ISD. Lindsey serves as a 6th grade math teacher at Lake Belton Middle School. She is in her 8th year in education.

Kari Norman, Instructional Coach at Lake Belton Middle School, stated the following about Ms. Neece:

Lindsey is an exemplary educator who consistently demonstrates a deep commitment to fostering an inclusive and effective learning environment. Her practice of differentiated instruction ensures that each student's unique learning needs are addressed. Lindsey's empathy towards her students not only establishes a positive teacher-student relationship but also contributes to a nurturing classroom culture. Her use of formative assessments allows for real-time feedback, enabling her to make timely adjustments to lessons and plans based on the evolving needs of her students. Lindsey's incorporation of real-world examples in math lessons enhances the relevance of the material, making learning more engaging and applicable. Her willingness to embrace new teaching methods and adapt to changes demonstrates a forward-thinking and innovative mindset. Lindsey's approach to teaching is characterized by flexibility, empathy, and a genuine passion for student learning, making her an outstanding educator.

**Fiscal Implications:**

N/A

**Administrative Recommendation(s):**

Honor Lindsey Neece for her service to Belton ISD.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**  
**May 13, 2024**

**Item:** Temple Rotary Educator of the Month

**Contact Person:** Jennifer Ramirez

**Presented for:**  Action  Report Only

**Supporting Documents:**  None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 3: Attract, retain, and support a world-class team of employees.

**Background Information:**

Bree Strnad is being recognized by the Temple Rotary Club as the Rotary Educator of the Month for May for her outstanding service to Belton ISD. Bree serves as a Special Education Teacher and Cheerleading Coach at North Belton Middle School. She is in her 8th year in education and 2nd year in BISD.

Avery Polchinski, Assistant Principal at North Belton Middle School, stated the following about Ms. Strnad:

Bree is an outstanding educator, and we are extremely fortunate to have her at North Belton Middle School. Mrs. Strnad goes above and beyond for our campus by being a special education teacher, case manager, and our cheerleading coach. She has a young baby, but still gives her spare time to be the choreographer for the Penguin Project show of Finding Nemo, Jr. She always has a positive attitude and uplifting spirit. Our students are positively affected by her on a daily basis. Thank you, Mrs. Strnad, for being a great influence on students and staff at North Belton Middle School

**Fiscal Implications:**

N/A

**Administrative Recommendation(s):**

Honor Bree Strnad for her service to Belton ISD.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding the Adoption of Board Policy EFB(LOCAL) and EFB(EXHIBIT) – Instructional Resources: Library Materials

**Contact Person:** Gabi Nino

**Presented for:**  Action     Report Only

**Supporting Documents:**    None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 2: Ensure exceptional learning experiences for each and every student.

**Background Information:**

EFB(LOCAL) and EFB(EXHIBIT) are related to Instructional Resources Library Materials. The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides direction in alignment with standards established by the Texas State Library and Archives Commission (TSLAC), with the State Board of Education (SBOE), for collection development and the selection and evaluation of library materials. Procedures for maintenance and regular evaluation are included.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

Adopt EFB(Local) and EFB(EXHIBIT) as presented.

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**Note:** For information related to the selection of instructional materials, see EFA.

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The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

### **Collection Development Policy**

In this policy, “library materials” may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

### **Responsibility**

The District shall ensure librarians, **digital information specialists**, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District’s collection development purpose and goals.

### **Collection Development Goals**

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.

3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

### **Selection and Evaluation of Materials**

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians, digital information specialists and other professional staff shall ensure that the materials:

7. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
8. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
9. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
10. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

[The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:]

11. Recommendations from students, parents or guardians, teachers, and District community members.
12. Consultation with District teachers and library staff.
13. Consultation with library staff from other districts.
14. Extensive review of the library material.

15. Context of the library material, including overall fit within the existing collection and support of District curriculum.
16. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
17. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

### **Access Plan**

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

[ Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services. ]

### **Parental Involvement**

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness and access to library materials remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian or digital information specialist and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

#### *Access Procedures*

##### School Library

[ A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services. ]

##### Online Catalog

[ A parent, ~~or guardian,~~ or community member can access the online catalog under the library services section of the District's website. ~~who wishes to access an online catalog, shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.~~ ]

#### **Protection from Inappropriate Material**

Library materials shall not include "harmful material" ~~as defined by Penal Code 43.24(a)(2); "obscene" material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in Board of Education v. Pico; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]~~ which describe, depict, or portray sexually explicit content in a way that is offensive to prevailing standards in the local community with respect to what is suitable for minors.

~~"Sexually explicit material" means any communication, language, or material, including a written description, illustration, photographic~~

image, video image, or audio file, other than library material directly related to the curriculum required under Section 28.002.

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

#### Reconsideration of Library Material

A District employee, or a parent or guardian of a District student, or resident of the district may request the reconsideration of a library material maintained in the District's library program.

#### *Guiding Principles*

The following principles shall guide the review of a request to reconsider a library material:

18. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
19. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
20. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student's parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

#### *Informal Reconsideration*

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian, digital information specialist or administrator shall try to resolve the matter informally. The librarian, digital information specialist or

administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian, **digital information specialist** or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

#### *Formal Request for Reconsideration*

The District shall make a form available to request reconsideration of library material ~~[\_\_\_\_\_location of reconsideration form]~~-if resolution is not reached through informal reconsideration.

If an employee, or a parent or guardian of a District student, **or resident of the district** wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

#### *Reconsideration Committee*

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The **Assistant Superintendent of Teaching and Learning** shall appoint a reconsideration committee and notify committee members within **10 business** days of receiving the request for reconsideration form.

~~The reconsideration committee shall include the librarian or digital information specialist and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.~~ The formal reconsideration committee shall include a campus administrator, a librarian/digital information specialist, a classroom teacher, and at least 3 parents. The committee may include at least one member of the instructional staff who has experience using the challenged material with students or is

familiar with the challenged material's content. Other members of the committee may also include a District administrator and any other appropriate staff member. The committee shall be comprised of a minimum of ~~five~~ seven members and shall have an odd number of voting members.

[ Within 10 business days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 30 business days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian or digital information specialist, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of

the committee's report. ]

#### *Appeal*

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

*Frequency of Review*

[ After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision. ]

**Maintenance of Library Materials**

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

**Gifts and Donations**

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

**Policy Review**

This policy shall be reviewed at least every three years and revised as necessary.

---

**Note:** For information related to the selection of instructional materials, see EFA.

---

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

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10. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

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11. Recommendations from students, parents or guardians, teachers, and District community members.

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- 12. Consultation with District teachers and library staff.
- 13. Consultation with library staff from other districts.
- 14. Extensive review of the library material.
- 15. Context of the library material, including overall fit within the existing collection and support of District curriculum.
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*Access Procedures*

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The formal reconsideration committee shall include a campus administrator, a librarian/digital information specialist, a classroom teacher, and at least 3 parents. The committee may include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may also

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(LOCAL)

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*Frequency of Review*

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In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

**Gifts and Donations**

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

**Policy Review**

This policy shall be reviewed at least every three years and revised as necessary.

See the following pages for forms regarding reconsideration of instructional resources:

Exhibit A: Request for Reconsideration of Library Materials Form

Exhibit B: Checklist for Reconsideration of Library Materials

EXHIBIT A

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS FORM

First and Last Name of Person Initiating Request: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Campus where concern originated:

Checklist of all Belton ISD campuses

Do you represent:

- Yourself
- An organization

If an organization, please complete the following:

Organization Name: \_\_\_\_\_

First and Last Name of President/Primary Officer of Organization: \_\_\_\_\_

Primary email address of Organization contact: \_\_\_\_\_

Primary Address of Organization (including city, state and ZIP): \_\_\_\_\_

**Resource on which you are commenting:**

- Book
- eBook/Audiobook
- Magazine
- Newspaper
- Audio recording
- Video/DVD
- Library program
- Display
- Electronic information/network (*please specify*): \_\_\_\_\_
- Other: \_\_\_\_\_

Title: \_\_\_\_\_

Author/Producer: \_\_\_\_\_

1. This resource is part of the campus library.

- Yes
- No (Please use the EFA(Exhibit A) Form for Instructional Materials)

2. Have you reviewed the library material in its entirety?

- Yes
- No

*(If not, please do so before completing and submitting this form.)*

3. To what in the library material do you object? *(Please be specific. Cite pages and quote exact passages. It is very important this section be completed with specificity for the committee to fully address your concern. An incomplete form will be returned for completion).*

\_\_\_\_\_

4. What do you believe might be the result of using this library material?

\_\_\_\_\_

5. For what age group would you recommend this library material?

- Elementary – grades K through 5<sup>th</sup> grade
- Middle School – grades 6<sup>th</sup> through 8<sup>th</sup>
- High School – grades 9<sup>th</sup> through 12<sup>th</sup>
- Adult
- Do not recommend for any age level

6. What do you believe should be done with the library material in question? (Choose one)

- Remove it from any Belton ISD library collection.
- Move the library material to a different grade level.

- Do not allow my child to use this library material.

~~Penal Code 43.24(a)(2) defines~~

~~"Harmful material" means material which describe, depict, or portray sexually explicit content in a way that is offensive to prevailing standards in the local community with respect to what is suitable for minors.~~

~~"Sexually explicit material" means any communication, language, or material, including a written description, photographic image, video image, or audio file, excluding library material directly related to required curriculum.~~

~~Obscene material is not protected by the First Amendment to the United States Constitution.~~

~~whose dominant theme purtains to: taken as a whole:~~

~~(A) appeals to the prurient interest of a minor, in sex, nudity, or excretion; (B) is patently offensive to prevailing standards in the adult local community as a whole with respect to what is suitable for minors; and (C) is utterly without redeeming social value for minors.~~

~~Penal Code 43.21(a)(1) defines~~

~~(1) "Obscene" means material or a performance that:~~

~~(A) the average person, applying contemporary community standards, would find the material that taken as a whole appeals to the prurient interest in sex;~~

~~(B) depicts or describes:~~

~~(i) patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse, sodomy, and sexual bestiality; or~~

~~(ii) patently offensive representations or descriptions of masturbation, excretory functions, sadism, masochism, lewd exhibition of the genitals, the male or female genitals in a state of sexual stimulation or arousal, covered male genitals in a discernibly turgid state or a device designed and marketed as useful primarily for stimulation of the human genital organs; and~~

~~(C) taken as a whole, lacks serious viable literary, artistic, political, and scientific value.~~

7. In the request for reconsideration of this library material, do you consider the content to include "harmful material" or "obscene" material in nature as described above?
- Yes
- No
8. If you answered yes, please include exact pages numbers of content or illustrations that you believe are harmful or obscene. \_\_\_\_\_

The following documents address how the reconsideration of instructional materials is addressed in board policy.

Belton ISD- EF(Legal)

Belton ISD- EFB(Local)

These policies can be located here.

Complainant's signature: \_\_\_\_\_

## EXHIBIT B

### CHECKLIST FOR RECONSIDERATION OF LIBRARY MATERIALS

Type of resource: \_\_\_\_\_

Title: \_\_\_\_\_

Author/Producer: \_\_\_\_\_

#### 1. Appropriateness

- a. Does the library material promote the educational goals and objectives of the curriculum of District schools?

Yes

No

- b. Are there any selection criteria outlined in EFB(LOCAL) that are not met?

Yes

No

If yes, which criteria? \_\_\_\_\_

Rationale for how selection criteria does meet selection criteria outlined in EFB(LOCAL):

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- c. Is it appropriate for the age, ability level, learning styles, interests, and social and emotional development of the students for whom the library material is available?
  - Yes
  - No
- d. Are the illustrations appropriate for the subjects and age levels?
  - Yes
  - No
- e. Is the material free ~~of obscene images portraying sex acts, as defined by Penal Code 43.21(a)(1)~~ of harmful or obscene content which describe, depict or portray sexually explicit content in a way that is offensive and in contrast with prevailing standards in the local community with respect to what is suitable for minors? When referencing this code, images must be viewed independently and not as part of the entire content of the book.
  - Yes
  - No

**2. Content**

- a. Is the content of this library material well presented by providing adequate scope, range, depth, and continuity?
  - Yes
  - No
- b. Does it present information not otherwise available?
  - Yes
  - No
- c. Does it give a dimension or direction that is new or different from others available for the subject?

Yes

No

- d. Is the material content free of harmful or obscene content ~~as defined by Penal Code 43.21(a)(1) and 43.24 (a)(2) or be harmful materials~~ which describe, depict or portray sexually explicit content in a way that is pervasively offensive and in contrast with prevailing standards in the local community with respect to what is suitable for minors.

Yes

No

### 3. Review/Evaluations

- a. Source of reputable review/evaluation: \_\_\_\_\_

Favorably reviewed

Unfavorably reviewed

- b. Is this book known to be challenged and removed from other districts?

Yes

No

Additional comments:

- 
- 

Recommendations by review committee member for treatment of questioned library material:

Maintain the library material as part of any Belton ISD library collection.

Remove the library material from any Belton ISD library collection.

Move the library material to a different grade level.

~~Other:~~ Summarize below the reason that you are making the recommendation above:

- 
-

Signatures of review the committee:

- 
- 
- 
- 

Signature of the Chairperson: \_\_\_\_\_

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

See the following pages for forms regarding reconsideration of instructional resources:

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Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Campus where concern originated:

Checklist of all Belton ISD campuses

Do you represent:

- Yourself
- An organization

If an organization, please complete the following:

Organization Name: \_\_\_\_\_

First and Last Name of President/Primary Officer of Organization: \_\_\_\_\_

Primary email address of Organization contact: \_\_\_\_\_

Primary Address of Organization (including city, state and ZIP): \_\_\_\_\_

**Resource on which you are commenting:**

- Book
- eBook/Audiobook
- Magazine
- Newspaper
- Audio recording
- Video/DVD
- Library program
- Display
- Electronic information/network (please specify): \_\_\_\_\_
- Other: \_\_\_\_\_

Title: \_\_\_\_\_

Author/Produce: \_\_\_\_\_

1. This resource is part of the campus library.

- Yes
- No (Please use the EFA(Exhibit A) Form for Instructional Materials)

2. Have you reviewed the library material in its entirety?

- Yes
- No

*(If not, please do so before completing and submitting this form.)*

3. To what in the library material do you object? *(Please be specific. Cite pages and quote exact passages. It is very important this section be completed with specificity for the committee to fully address your concern. An incomplete form will be returned for completion).*

\_\_\_\_\_

4. What do you believe might be the result of using this library material?

\_\_\_\_\_

5. For what age group would you recommend this library material?

- Elementary – grades K through 5<sup>th</sup> grade
- Middle School – grades 6<sup>th</sup> through 8<sup>th</sup>
- High School – grades 9<sup>th</sup> through 12<sup>th</sup>
- Adult
- Do not recommend for any age level

6. What do you believe should be done with the library material in question? (Choose one)

- Remove it from any Belton ISD library collection.
- Move the library material to a different grade level.
- Do not allow my child to use this library material.

"Harmful material" means material which describe, depict, or portray sexually explicit content in a way that is offensive to prevailing standards in the local community with respect to what is suitable for minors.

"Sexually explicit material" means any communication, language, or material, including a written description, photographic image, video image, or audio file, excluding library material directly related to required curriculum.

Obscene material is not protected by the First Amendment to the United States Constitution.

7. In the request for reconsideration of this library material, do you consider the content to include "harmful material" or "obscene" material in nature as described above?

Yes

No

8. If you answered yes, please include exact pages, numbers of content or illustrations that you believe are harmful or obscene.

---

The following documents address how the reconsideration of instructional materials is addressed in board policy.

Belton ISD- EF(LEGALI)

Belton ISD- EFB(LOCAL)

These policies can be located here.

Complainant's signature: \_\_\_\_\_

## EXHIBIT B

### CHECKLIST FOR RECONSIDERATION OF LIBRARY MATERIALS

Type of resource: \_\_\_\_\_

Title: \_\_\_\_\_

Author/Producer: \_\_\_\_\_

**1. Appropriateness**

a. Does the library material promote the educational goals and objectives of the curriculum of District schools?

Yes

No

b. Are there any selection criteria outlined in EFB(LOCAL) that are not met?

Yes

No

If yes, which criteria? \_\_\_\_\_

Rationale for how selection criteria does not meet selection criteria outlined in EFB(LOCAL):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Is it appropriate for the age, ability level, learning styles, interests, and social and emotional development of the students for whom the library material is available?

Yes

No

d. Are the illustrations appropriate for the subjects and age levels?

Yes

No

e. Is the material free of harmful or obscene content which describe, depict or portray sexually explicit content in a way that is offensive and in contrast with prevailing standards in the local community with respect to what is suitable for minors? When referencing this code, images must be viewed independently and not as part of the entire content of the book.

Yes

No

## 2. Content

- a. Is the content of this library material well presented by providing adequate scope, range, depth, and continuity?
- Yes
- No
- b. Does it present information not otherwise available?
- Yes
- No
- c. Does it give a dimension or direction that is new or different from others available for the subject?
- Yes
- No
- d. Is the material content free of harmful or obscene content which describe, depict or portray sexually explicit content in a way that is pervasively offensive and in contrast with prevailing standards in the local community with respect to what is suitable for minors.
- Yes
- No

## 3. Review/Evaluations

- a. Source of reputable review/evaluation: \_\_\_\_\_
- Favorably reviewed
- Unfavorably reviewed
- b. Is this book known to be challenged and removed from other districts?
- Yes
- No

Additional comments:

.

.

Recommendations by review committee member for treatment of questioned library material:

- Maintain the library material as part of any Belton ISD library collection.
- Remove the library material from any Belton ISD library collection.
- Move the library material to a different grade level.

Summarize below the reason that you are making the recommendation above:

.

.

Signatures of review the committee:

.

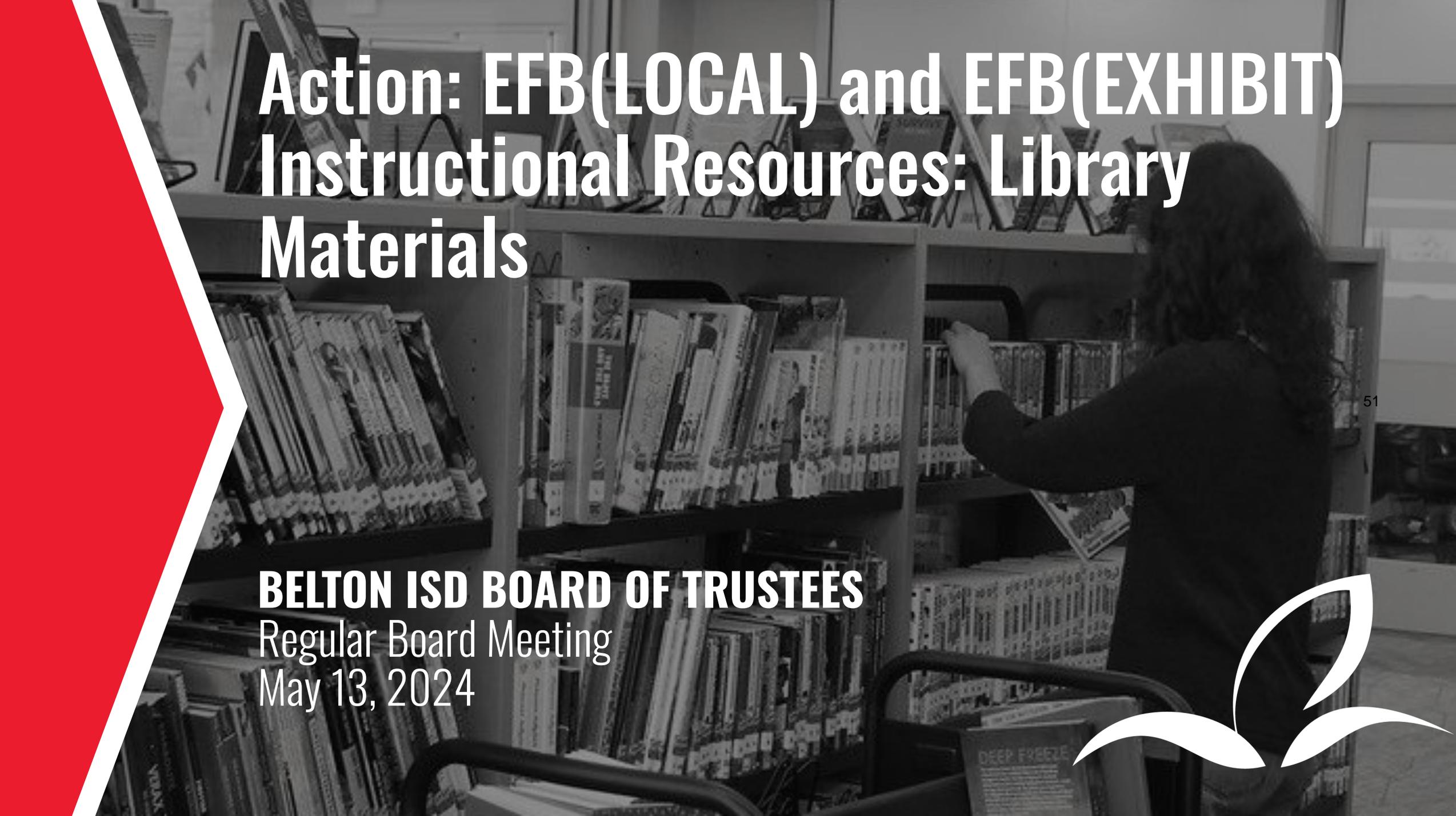
.

.

.

Signature of the Chairperson: \_\_\_\_\_

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



# Action: EFB(LOCAL) and EFB(EXHIBIT) Instructional Resources: Library Materials

**BELTON ISD BOARD OF TRUSTEES**  
Regular Board Meeting  
May 13, 2024





# Purpose

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Consider and take appropriate action on recommended revisions to EFB(LOCAL) and EFB(EXHIBIT) - Instructional Resources: Library Materials.



# House Bill 900

The READER Act



**Library Collection Standards**



**Protection from Inappropriate Material**



**Local Policies**



# Purpose of the Policy



**Support Student Achievement**  
Providing a wide range of library materials



**Diverse Perspectives**  
Present varying levels of difficulty and points of view



**Collection Development Standards**  
Guide selection and evaluation of library materials



# Parents as Partners



Primary decision maker regarding access and appropriateness



Alternative materials can be selected for student 55



Maximize transparency and encourage library involvement



Library catalogs are accessible online

# Selection and Evaluation



Enrich and support the TEKS taking into consideration students' varied interests, maturity levels, abilities and learning styles



Recommendations from students, parents, teachers, and District community members



Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards



Professional consultation



Encourage enjoyment of reading and foster high-level thinking skills



Extensive reviews



Represent diverse cultures and backgrounds



Coverage of topics, authors, series or genres that fill gaps

# Maintenance of Library Materials

## and Disposal



### Regular Evaluation

Collections updated based on age, relevance, and diversity



### Gifts and Donations

Accepted with understanding of policies



### Maintenance Procedures

Include repair, replacement, and removal of materials as needed



### Policy Review

Shall be reviewed at least every 3 years and revised as necessary

# Discussion





# High School Bell Schedule Report

**BELTON ISD BOARD OF TRUSTEES**  
REGULAR BOARD MEETING  
May 13, 2024





# Purpose

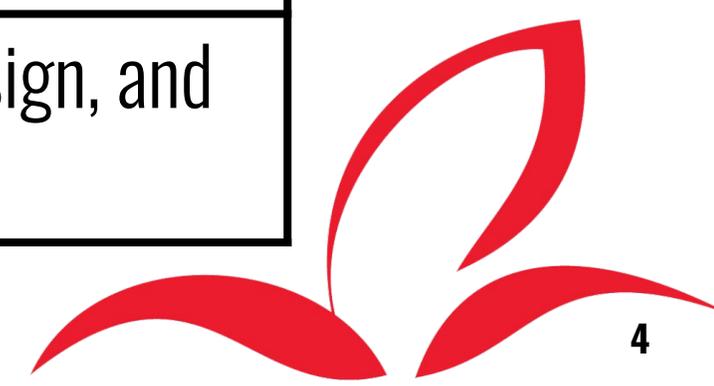
To provide an update on our comprehensive high school bell schedule.





# Survey & Focus Group Feedback

+	-
Fewer classes each day	Lack of consistency
Less transitions	Team/Tiger time length and structure
Collegiate feel	Absence impact
More class time	Conference/planning time
***True A/B block preferred	Process for review, design, and implementation



# Listening Sessions Feedback

- 1 Challenge/Engage
- 2 Homework
- 3 Major Grades
- 4 Tiger/Team Time
- 5 Transitions



# Proposed Bell Schedule

## Mon-Fri

- 7 classes- 50 minutes
- TT Time- 40 minutes

Revised  
Team/Tiger  
Times

Daily  
Instruction

Consistency in class  
times

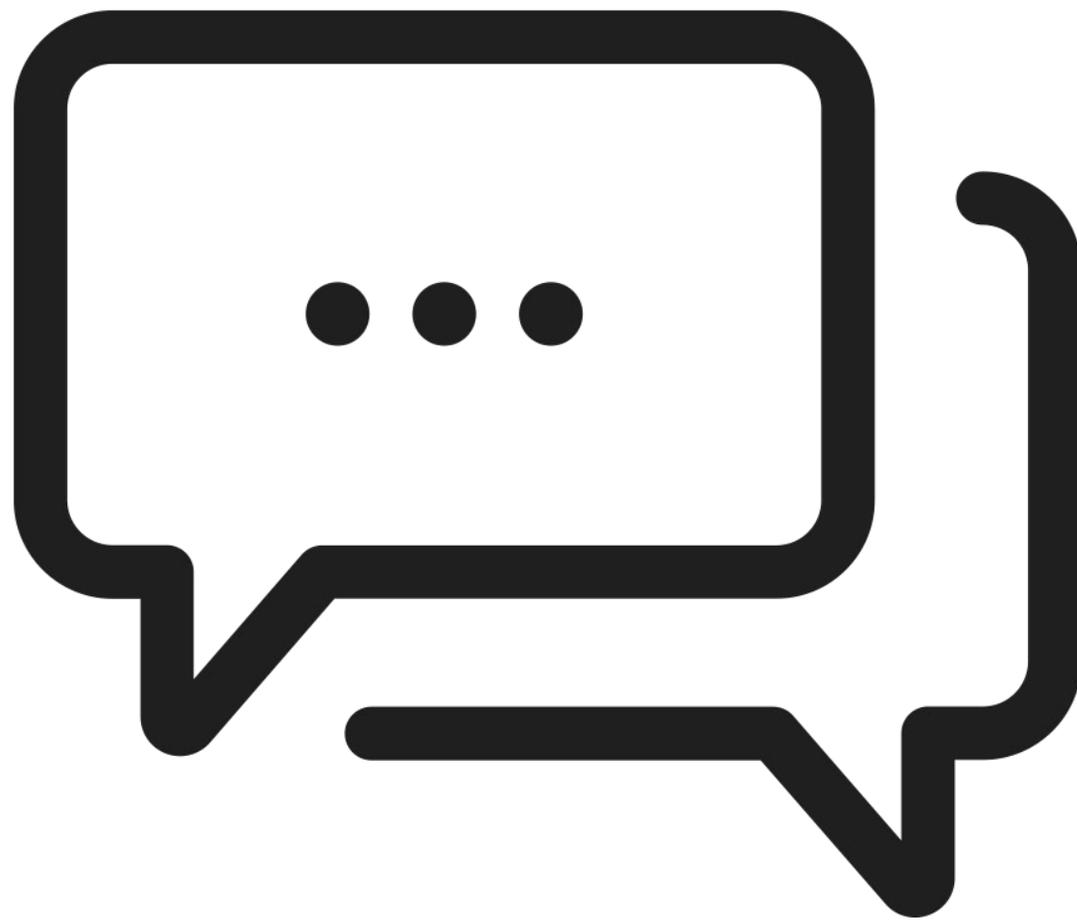
Daily  
conference/  
planning time  
for teachers

# Next Steps

<b>May</b>	<b>June</b>	<b>July</b>	<b>Oct/Jan/Apr</b>
<b>Communicate final draft and implementation plan</b>	<b>Begin study of A/B block schedule</b>	<b>Design professional learning plan</b>	<b>Collect feedback from stakeholders</b>



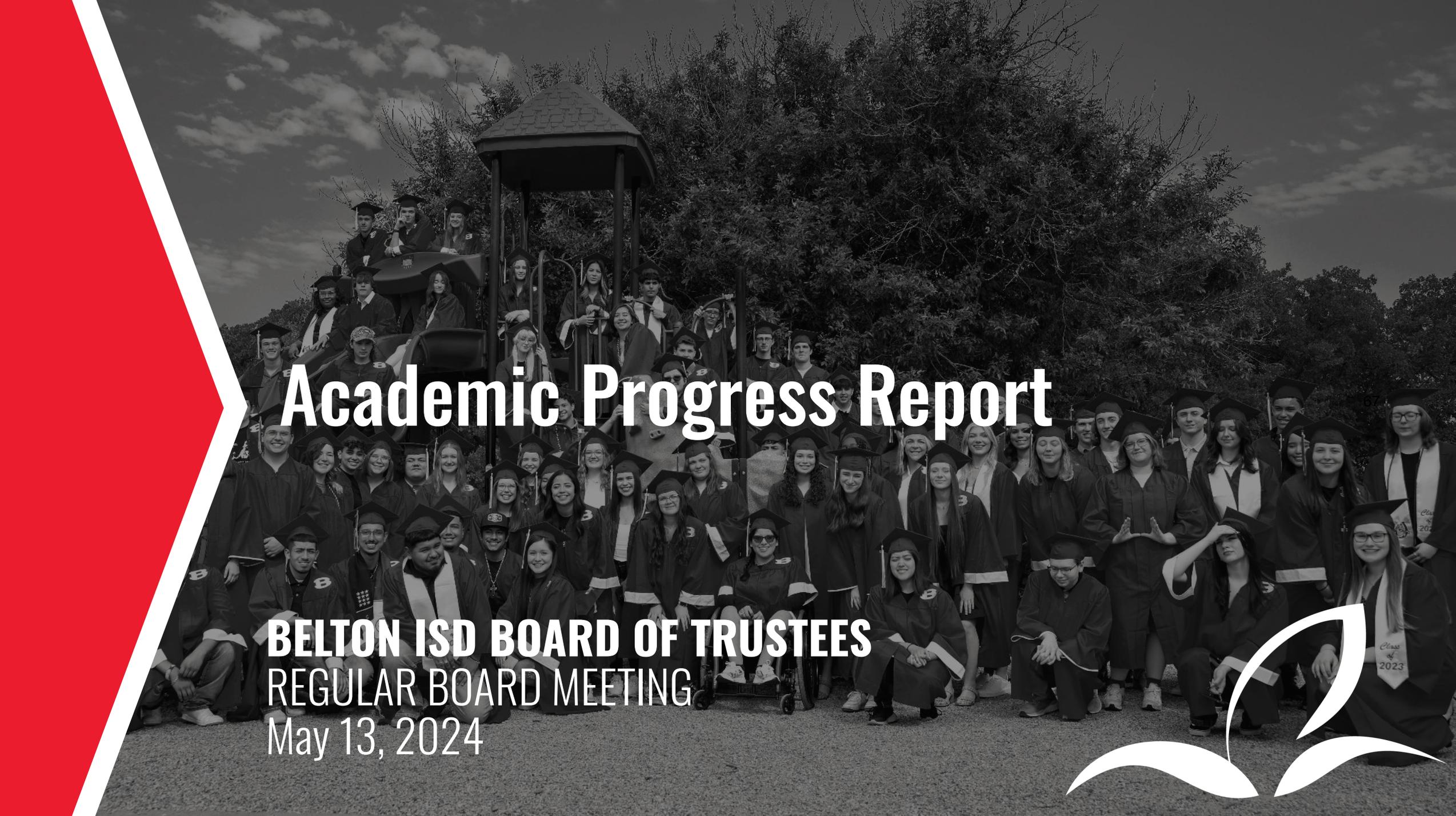
# Discussion



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# Academic Progress Report

**BELTON ISD BOARD OF TRUSTEES**  
**REGULAR BOARD MEETING**  
May 13, 2024





# Purpose

Provide a report on academic progress in the area of College, Career, and Military Readiness (CCMR).



# CCMR in Accountability

A-F Accountability System: 3 Domains

## CCMR in the Accountability System

**Better of Achievement or Progress: 70%**



**Student Achievement**

CCMR is 40% of Student Achievement Score for HS Campuses



**School Progress**

CCMR is 50% of Part B: Relative Performance Score for HS Campuses

**30%**



**Closing the Gaps**

CCMR is 10% of Closing the Gaps Score for HS Campuses

# CCMR Indicators

## College Ready

Meet SAT, ACT, or TSIA Criteria

Earn College Prep Credit

Earn Dual Course Credit

Meet Criteria on AP Exams

Earn Associate Degree

Complete OnRamps Dual Enrollment

Graduate with Completed IEP and Workforce Readiness

Graduate Under an Advanced Diploma and be Identified as a Student in Special Education

## Career Ready

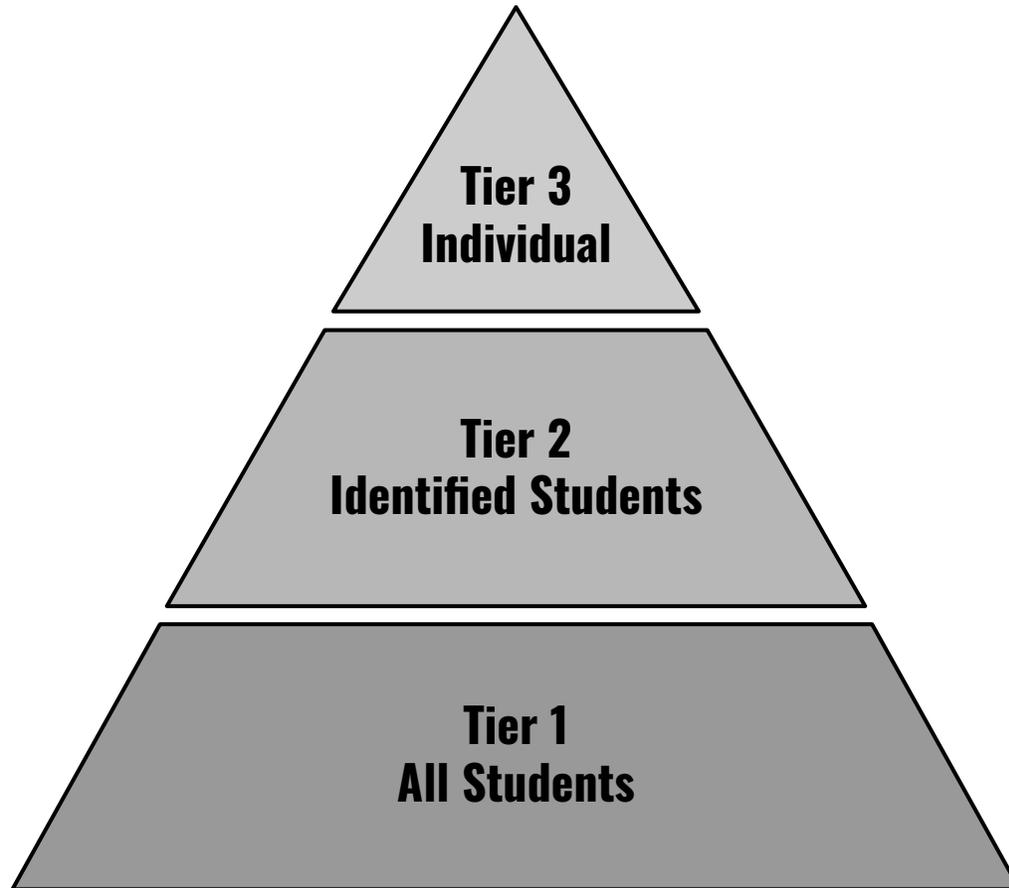
Earn Industry Based Certification aligned with a Level II or higher course

Earn a Level I or II Certificate

## Military Ready

Enlist in the US Armed Forces

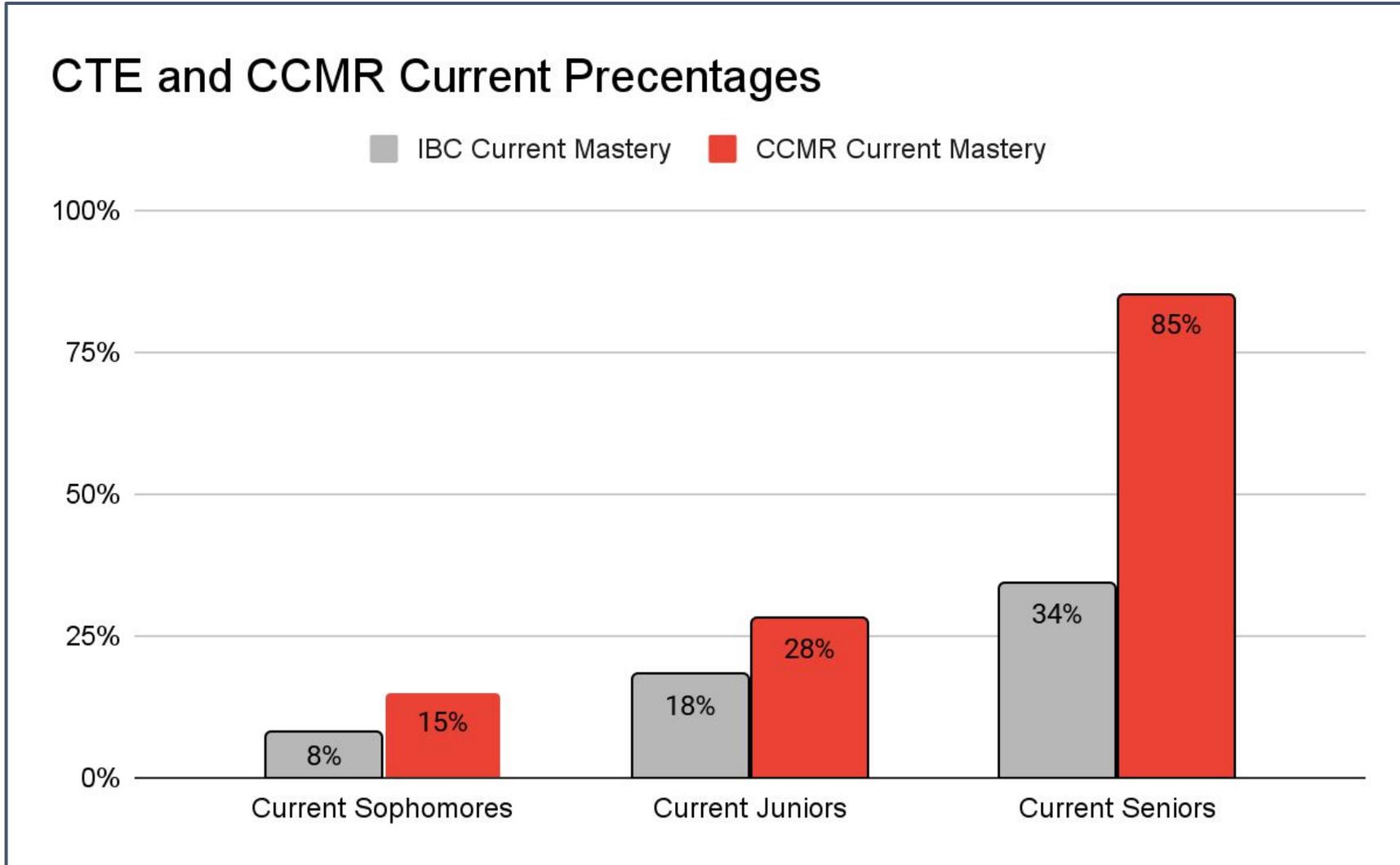
# Systems of Support



<b>Tier 3</b>
Individual Senior Plans
<b>Tier 2</b>
Targeted Senior Advisory Time
Leadership Team Senior Meetings
<b>Tier 1</b>
IBC Progress Monitoring
Student Tracking
Student Counselor Conferences

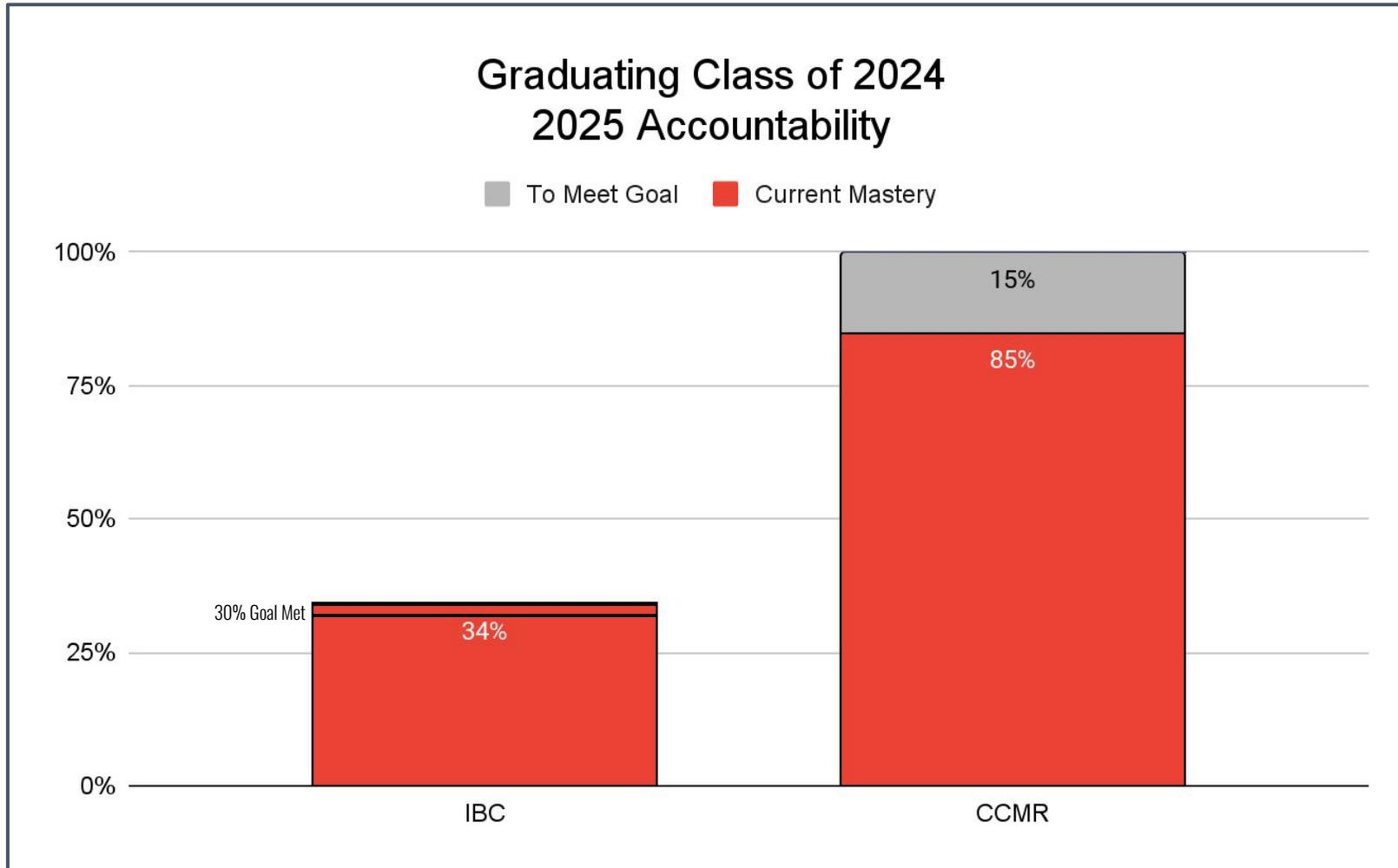


# Current CCMR All Grades





# Class of 2024 CCMR





# IBC Requirements Changes

## CCMR Credit Requirements for Annual Graduates by Accountability Year

Annual Graduates	Accountability Year	CCMR Credit Requirement
Class of 2022	2023	Earn IBC (2019–2022 list with sunseting limit)
Class of 2023	2024	Earn IBC (2019–2022 & 2022–2025 lists with sunseting limit) 74
Class of 2024	2025	Earn IBC (2019–2022 & 2022–2025 lists with sunseting limit) plus 1 course in aligned program of study <sup>1</sup>
Class of 2025	2026	Earn IBC (2022–2025) plus Concentrator in aligned program of study <sup>2</sup>
Class of 2026	2027	Earn IBC (2022–2025 & 2025–2030 lists with sunseting limit) plus Completer in aligned program of study <sup>3</sup>

<sup>1</sup>One course that is level two or higher (excludes Career Prep I, Extended Career Prep I, Project Based Research, and/or Scientific Research and Design)

<sup>2</sup>Two or more courses for at least two credits in the same program of study

<sup>3</sup>Three or more courses for four or more credits, including one level three or level four course in the same program of study



# Next Steps



**Celebrate** CCMR achievements



**Continuous Improvement** of CCMR systems



**Professional Learning** about CTE certifications



**Enhance** military connections

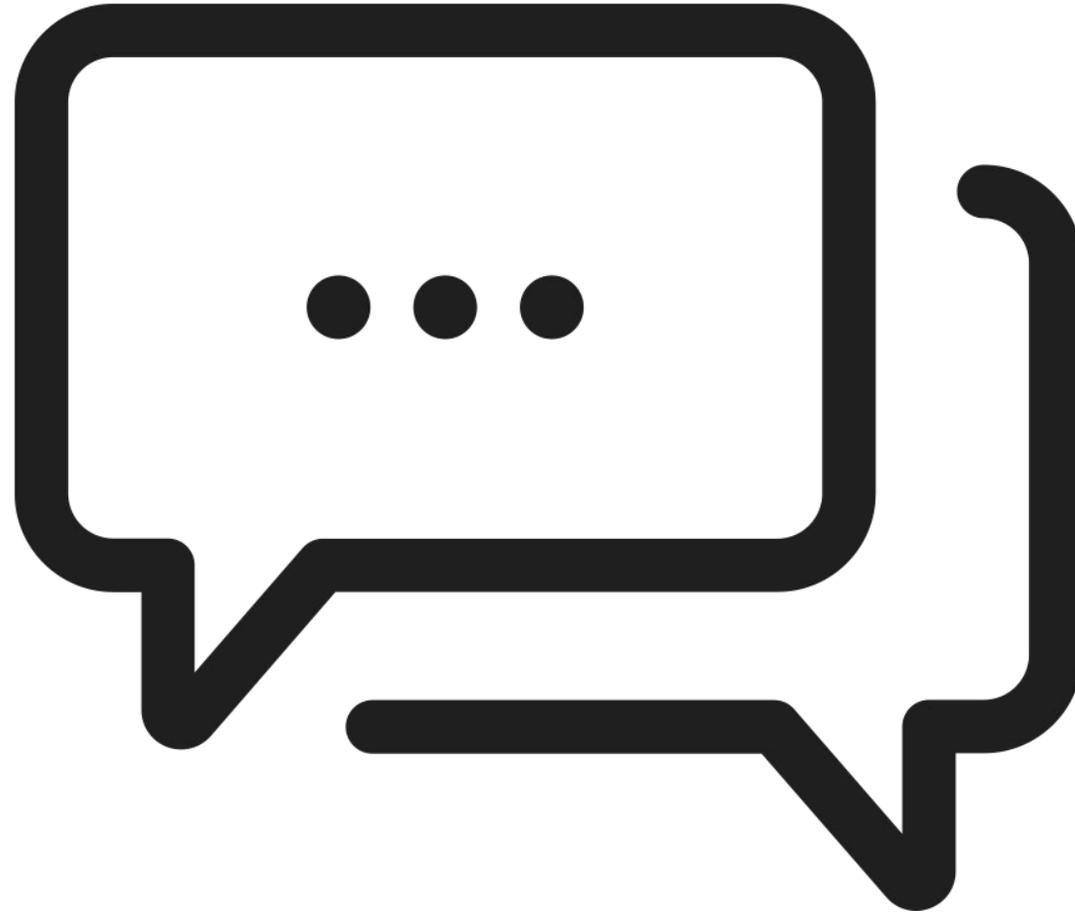


**Target** AP advising, enrollment, and exam participation by identifying and eliminating barriers



**Fully Implement** CTE assessment benchmark system

# Questions



# 2022 Bond Projects Report

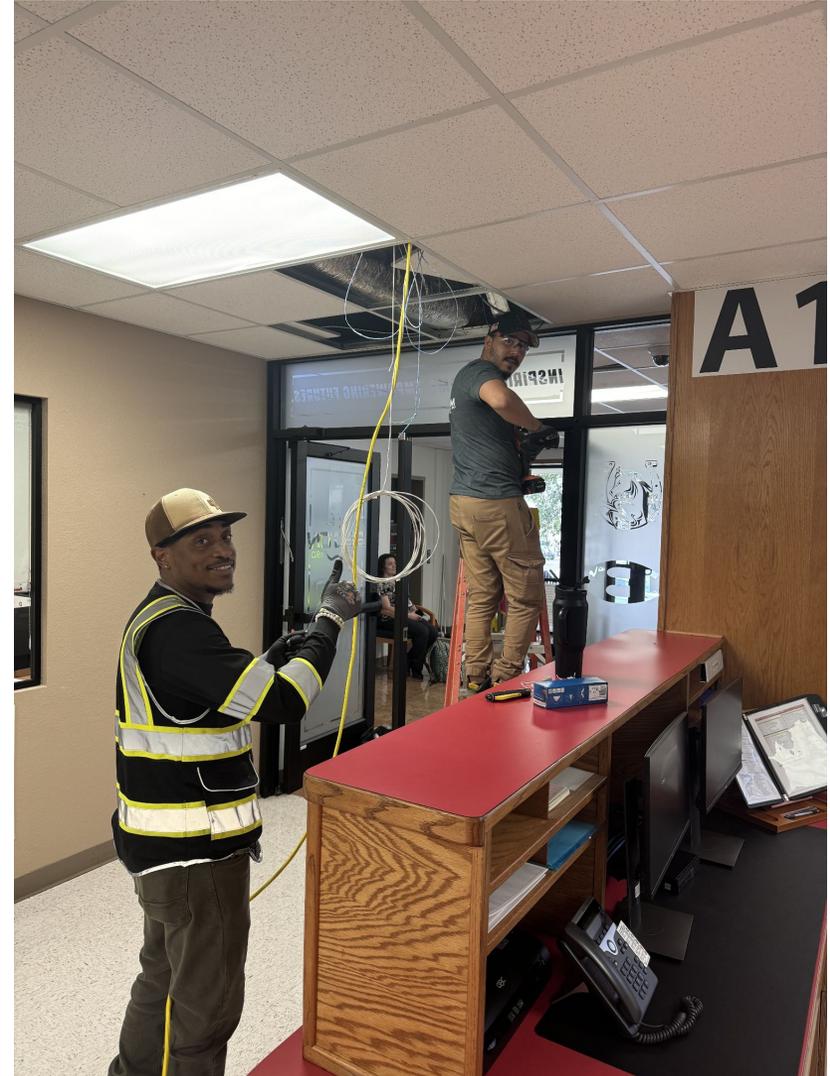
77

**BELTON ISD BOARD OF TRUSTEES**  
REGULAR BOARD MEETING  
May 13, 2024



# Purpose

Provide a progress update on  
2022 bond projects



# BOND PROJECT TIMELINE

AS OF MAY 2024

## Active Construction Projects



## Other Ongoing and Planned Projects



## Other Projects

Final timeline for these projects to be determined

Technology Infrastructure    ✓ BNT@W Facility Upgrades [Completed Summer 2022]

COMPLETE    ACTIVE



# James L. Burrell Elementary



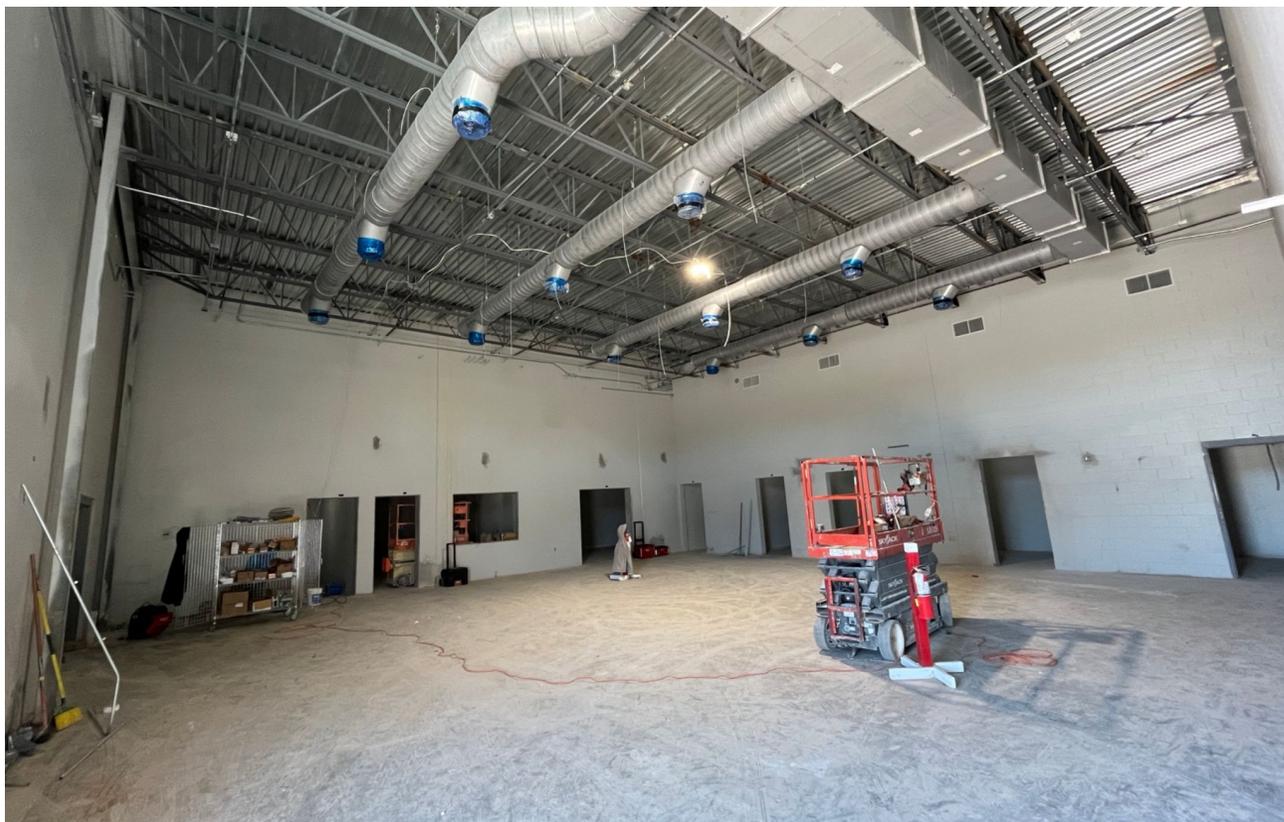
# Hubbard Branch Elementary



# Belton High School Additions and Renovations



# Lake Belton Middle School Additions



# Southwest Elementary Addition



# Agricultural Facility & Delta Facility



85

# Safety and Security Items



**Playground Fall Protection  
and Equipment - *Complete***



**Exterior Lighting Upgrades  
- *Complete***



**Campus Safety Vestibules -  
*Under Construction***



**Water Refill Stations -  
*Installation in Progress***



**Keyless Access and Security  
Camera Upgrades -  
*Under Construction***

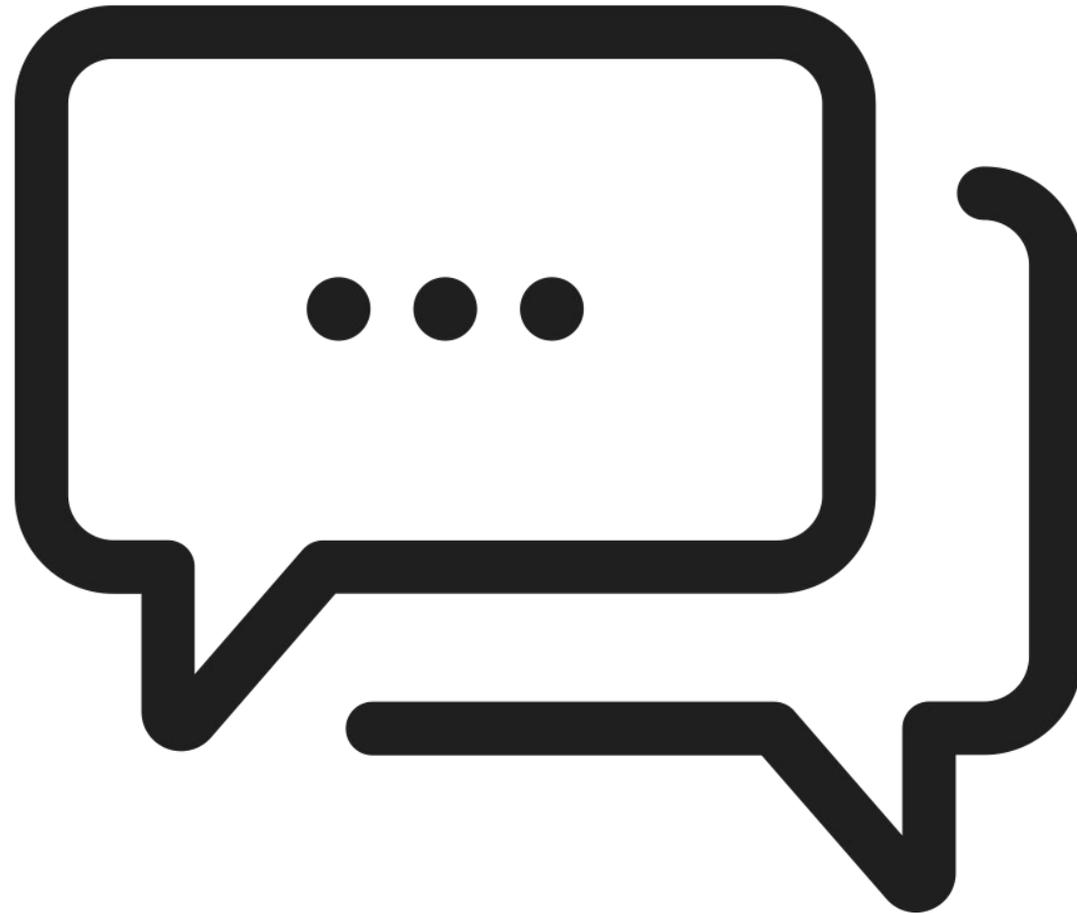


**Shatter Resistant Film -  
*Complete***

# Change Order: GMP Reductions

Belton High School Additions and Renovations	\$350,000
Lake Belton Middle School Additions and Renovations	\$415,000
Southwest Elementary Additions and Renovations	\$250,000
<b>Total</b>	<b>\$1,015,000</b>

# Discussion





# SUPERINTENDENT'S REPORT

**Belton ISD Board of Trustees**  
Regular Board Meeting  
Monday, May 13, 2024

# Vision

Empower each and every learner to pursue their dreams and enrich their communities.



# WORLD-CLASS EMPLOYEES



# INNOVATION



# EXCEPTIONAL LEARNING EXPERIENCES



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5

# EXCEPTIONAL LEARNING EXPERIENCES



# STATE OF THE DISTRICT

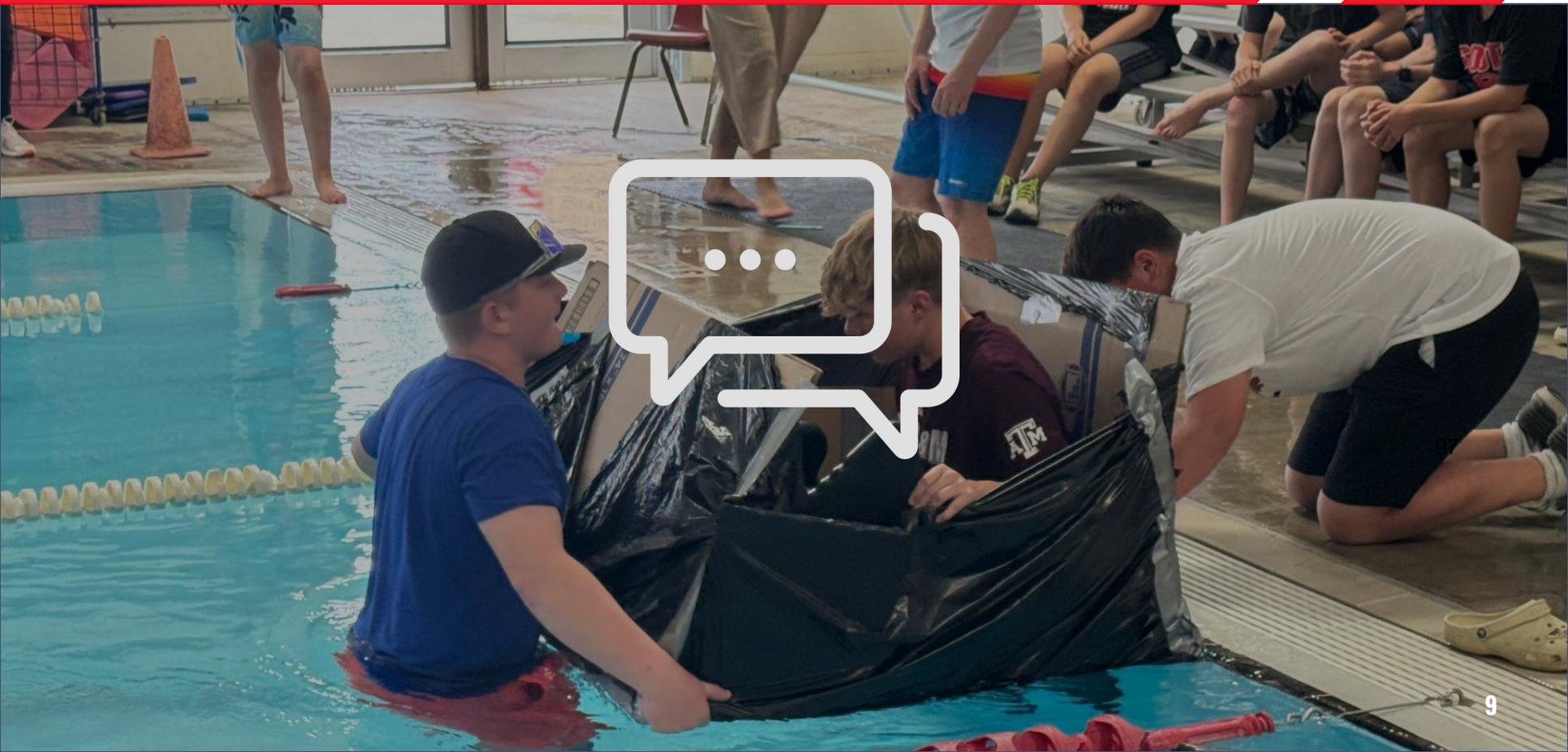




# SUPERINTENDENT'S REMARKS



# DISCUSSION



# Belton Independent School District

## Workshop Meeting Minutes

Board Workshop Meeting, April 15, 2024 - 5:00 p.m.

Dragon Room, 400 N. Wall St. Belton, TX

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### **Board Members Present:**

Manuel Alcozer

Erin Bass

Suzanne McDonald

Rucker Preston

Chris Flor

Janet Leigh

### **Board Members Absent:**

Jeff Norwood

### **1. Call to Order:**

Manuel Alcozer called the workshop meeting of the Belton Independent School District Board of Trustees to order at 5:02 p.m. He stated that a quorum of Board Members was present, noting Mr. Jeff Norwood was absent, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

### **Public Comments:**

None.

### **Board Workshop:**

#### **A. Goal 4 Update - Develop a District-wide Culture of Value, Support, and Growth Amongst All Students and Staff**

Dr. Malinda Golden introduced Gabi Nino, Assistant Superintendent of Teaching & Learning, and Michael Morgan, Assistant Superintendent of Operations, to provide an update to the Board on Goal 4 and the two corresponding Key Progress Measures. Ms. Nino asked the Board to divide into small groups to discuss the meaning of Goal 4 and what it means for students and staff. Ms. Nino led conversation on Key Progress Measure 1, explaining that providing staff learning opportunities has a great impact across Belton ISD, beyond Goal 4. She shared a number of structures in place to ensure all staff have the opportunity for continuous learning.

Mr. Morgan opened the discussion on Behavior Framework and explained strategies implemented at each campus. He further discussed established and available training for educators and administrators. Ms. Nino informed the Board that behavioral coaches are now available to classroom teachers, where they had primarily only been supporting Special Programs in the past. Supports are available for Tier 1, Tier 2, and Tier 3. Dr. Golden clarified that this framework was

put in place for the 2023-2024 school year, and serves as a planned support for educators; whereas campus administrators remain the first level of support.

Mr. Morgan transitioned the conversation to discipline and shared the District's revised processes to include consistency guidelines, implementation and training on guidelines, data analysis and evaluation, and the monthly follow-up meetings with Assistant Principals. Each campus is having conversations with grade levels regarding behavioral expectations. This has greatly increased collaboration between campuses.

Due to time constraints, Key Progress Measure #2 will be presented at a future workshop.

**Adjourn:** There being no further business, the meeting was adjourned at 5:59 p.m.

---

Manuel Alcozer, President

---

Erin Bass, Secretary

# Belton Independent School District

## Board Meeting Minutes

Regular Board Meeting, April 15, 2024 - 6:15 p.m.

Pittenger Fine Arts Center, 400 N. Wall St, Belton TX, 76513

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### Board Members Present:

Manuel Alcozer  
Erin Bass  
Suzanne McDonald  
Rucker Preston

Chris Flor  
Janet Leigh

### Board Members Absent:

Jeff Norwood

### 1. Call to Order, Moment of Silence and Pledge of Allegiance

Manuel Alcozer, Board President, called the regular meeting of the Belton Independent School District Board of Trustees to order at 6:15 p.m. He stated that a quorum of Board Members was present, Jeff Norwood was absent, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

### 2. Recognitions

#### **Student Pledges — Miller Heights Elementary School**

The evening's pledges were led by Miller Heights Elementary fifth-grade students Antonio Camarenamora and Gracelyn Garelick.

#### **Student Showcase — Belton New Tech @Waskow Drone Program**

The Belton New Tech @Waskow was the evening's student showcase. The course, Unmanned Aviation, provides students hands-on training for FAA Part 107 certification. This course is within the robotics pathway. The drone program is led by Stephen Tysor.

#### **Texas High School Coaches Association Academic All-State Qualifiers**

Belton ISD celebrated eight student-athletes who were named to the Texas High School Coaches Association Academic All-State teams in basketball.

BHS boys basketball: Shawn McLean (first team), Gian Carlo, Trap Johnson, and Brett Shadrick (second team). Their coach is Jason Fossett.

LBHS girls basketball team: Aijah Bailey-Ray and Jayden Hayward (second team); Miracle Wimberly and Ella Wagenaar (honorable mention). Their coach is Tiffney Barnes.

#### **Texas Association of Basketball Coaches Academic All-State Qualifiers**

The Board recognized athletes from the Belton High School girls basketball team who were named to the Texas Association of Basketball Coaches Academic All-State team: Sa'deja Ellis and Skylar Ellis. Their coach is Anne Marie Zuilhof.

#### **Swimming State Qualifiers**

Five student-athletes represented BISD at the UIL Swim and Dive State Championships. Among them, BHS swimmer Liliana Nelson achieved 15th place overall in the 200-yard freestyle and 12th place overall in the 500-yard freestyle. Addison Richardson took home 14th place overall in the 500-yard freestyle event. They are coached by Christopher Knipp.

David Stewart, a swimmer from LBHS, secured 15th place overall in the 100-yard freestyle, while Rylan Reasoner clinched 16th place overall in the 500-yard freestyle. Both athletes are coached by Natalie Hazlewood.

Representing BNT@W, swimmer Claire Thomas attained 14th place overall in the 200-yard freestyle and 10th place in the 500-yard freestyle. She is coached by Brett Ringgold.

### **Powerlifting State Qualifiers**

Eight athletes from Belton ISD competed in the 2024 state powerlifting meet. BHS student Jacci Myers achieved third place, marking her fourth consecutive qualification for state. Daniel Arana earned 15th place. Both are coached by Barry Campbell and Chris Harbin.

Six LBHS athletes achieved impressive placements in their respective weight classes: Madyson Updyke took home 10th place, Victoria Shimabukuro sixth, Jaya Lisenbe seventh, Adam Walden fifth, Seth Fritz fifth, and Christian Morales second. These athletes are coached by Gregg Rudolph and Matthew Uzzell.

### **Choir Solo & Ensemble State Qualifiers**

The choirs from Belton High School and Lake Belton High School were celebrated by the Board for strong showings at the Regional UIL Solo and Ensemble. At BHS, 19 students qualified for state as soloists and 13 students qualified for state as ensembles. At LBHS, 32 students qualified for state as soloists.

State-qualifying soloists from BHS are Emily Anderson, Jerry Brooks, Matthew Farwell, Addison Fogle, Anna Grace Gainey, Canaan Hammonds, Savannah Manculich, Noely Martinez-Ramirez, Liam McRae, Katie Millington, Palu Muringathuparambil, Gabriel Navarro, Ava Novak, Daylyn Porter, Sarrah Townsend, Jez Vazquez-Miranda, Tyler Waldrep, Shakhirah Williamson, and Gavin Young.

State-qualifying ensemble members from BHS are Emily Anderson, Jerry Brooks, Diego Coleman, Leah Cox, Valeria Gloria, Canaan Hammonds, Oliver Lynch, Lyric McGinnis, Liam McRae, Ava Novak, Daylyn Porter, Tyler Waldrep, and Gavin Young.

State-qualifying soloists from LBHS are Maranda Armstrong, Cadence Avila, Peyton Beaver, Sophia Campos, Elizabeth Chamberlin, Madison Colon, Leila Duttine, Coltin Farnsworth, Aidan Fenton, Elijah Firkins, Joaquin Garza, Madelyn Handley, Erin Hankins, Anna James, Taylor Love, Erik Martin, Spencer Martin, Daniel Martinez, Corbin Mock, Skylar Moreno, Ashley Navarrete, Pate Palomino, Jordan Powell, Zachary Reyes, Isabela Romero, Joshua Sembrick, Scarlet Strickland, Derek Toledo, Amy Wallar, Kimberly Wildes, Landon Williams, and Hannah Wood.

Tonya Lovorn is the choir instructor at Belton High School and Terrance Livingston is the choir instructor at Lake Belton High School.

### **Texas Theatre Scholar Award Recipients**

The Board commended Belton High School students Anaise Lopez, Maddison Frazier and Luci Littlefield for their distinction as Texas Theatre Scholars.

To attain this recognition, students must fulfill various criteria, including active participation in their school's theatre programs, maintaining a minimum cumulative GPA of 3.0 on a 4.0 scale or its local equivalent for all academic coursework, and demonstrating exemplary behavior and moral character. Their instructor is Belton High School Director of Theatre Melissa Stuhff.

### **International Competition for High School A Cappella Finalists**

Congratulations to the Belton High School Madrigals for advancing to an international high school a cappella competition. The Madrigals placed third overall.

Members of BHS Madrigal are Emily Anderson, Jerry Brooks, Diego Coleman, Matthew Farwell, Addison Fogle, Canaan Hammonds, Savannah Manculich, Kaitlyn McDonald, Liam McRae, Katie Millington, Ava

Novak, Sarrah Townsend, Jez Vazquez-Miranda, Tyler Waldrep, Shakhirah Williamson, and Gavin Young.

### **VEX Robotics State & National Qualifiers**

Belton ISD celebrated 23 students who qualified for the VEX Region 4, UIL 5A, and Technology Student Association State Championships.

BHS: Faith Perez, Leo Williamson, Eugene Garrett, Ryanna Rainwater, Vanessa Monroy, Sue-Ellen Grant, and Trent Bowman. Their instructor is Pietro Giustino.

LBHS: Joseph Doney, Braedyn Brannum, James Savino, Robert Marshall, Madox Richner, Kyle Campbell, and Samuel Casanova. Their instructor is Jessica Persilver.

BNT@W:: Anshuman Adhikkari, Asher Norvell, Nathan Gonzolas, Justin Scheepstra, Chinonso Ogwudu, Mekhi Montanez, Davin Thomison, Jaden Capella, and Desmond Long. Their instructor is Stephen Tysor.

### **Business Professionals of America State & National Qualifiers**

37 Belton ISD students qualified for the state Business Professionals of America (BPA) competition. This program offers opportunities to develop workplace skills learned through the business education curriculum.

The BPA team consists of the following business, marketing and finance students from Belton High School: Maverick Karanasos, Anahitaa Malhotra, Lyric Medina, and Rafael Payan. Special congratulations to Anahitaa Malhotra who placed second and has advanced to the national competition. Their teachers are Amanda Simpson and Kiapo Cowan.

The BPA team consists of the following students from the STEM, IT, business and health science pathways from Lake Belton High School: Dave Apte, Megan Bansal, Braedyn Brannum, Carmen Bolick, Vincent Brown, Alexandra Bui, Neil Dayawansa, John Hale, Patrick Hart, Emily Jeong, Rachel Kim, Scarlett Landry-Williams, Cahaya Lane, Thomas Lawrence, Kaywe Lin, Miles Magyar, Robert Marshall, Ayden Meeks, Eden Matney, Marcus Mun Quiceno, Hudson Nix, Cage Passentino-Slone, Pearl Patel, Soha Ramani, River Rhodes, Andrew Rose, Michael Sandlin, James Savino, Anthony Seals, Ethan Suarez-Camacho, Aden Villegas, Jillian Webb, and Hailey Woodward. Their teacher is Megan Shick.

### **Congressman John R. Carter TX 31 Career & Technical Education High School Student Awards**

Lake Belton High School student Dakota Branch was crowned the winner of the competition. Finalists included Maverick Karanasos from BHS, Sydney Skaggs from BNT@W, and Victoria Shimabukuro from LBHS. The nominees included Emma Salazar-Canales and Samantha Rodriguez from LBHS. Their instructors are Mark Fitzwater, Brandi Frieden, Melissa Fanning, Lori Hobbs, and Kimberly Williams.

### **Belton Rotary Educator of the Quarter**

Dorothy Parker was recognized by the Belton Rotary Club as the Rotary Educator of the Quarter for April for her outstanding service to Belton ISD. Dorothy is an eighth-grade English Language Arts teacher at Lake Belton Middle School. With 27 years of experience in education, she has spent the last five years contributing her expertise to BISD.

### **Temple Rotary Educator of the Month**

The Temple Rotary Club honored Lindsey Klinchuk as the Rotary Educator of the Month for March, in appreciation of her remarkable contributions to Belton ISD. Lindsey fulfills the role of a third-grade math and science teacher at Tarver Elementary School. With six years of experience in education, she has dedicated her entire teaching career to Tarver Elementary.

### **Department Showcase — Student Services/Safety and Security**

April's department showcase was the BISD Student Services and the Safety and Security teams. These staff members are responsible for many operational functions, such as the student transfer process, student records requests, attendance intervention and training, and supporting campus administrators. They also maintain the Student Code of Conduct and Student Handbook, coordinate School Health Advisory Committee (SHAC) meetings, and execute training for administrative staff.

The Safety and Security department operates alongside Student Services and is responsible for the district's overall safety and security. Doug Taylor, the director of safety and security, leads the team, which includes eight school resource officers, 18 security guards, and the coordinator of emergency preparedness.

### **Community Partner Recognition - The Carlson Law Firm**

Belton ISD recognized the Carlson Law Firm as our community partner this evening. Kyra Leal worked with Mr. Plemons to provide mentors for Belton New Tech @Waskow students who participated in the mock trial competition. Their generous \$2,000 donation to the school's law program ensures minimal out-of-pocket expenses for students attending the state competition. The Carlson Law Firm participates in a range of activities throughout the year positively impacting programs across BISD. With students of their own enrolled in the district, they find it personally significant to support our campuses, by helping to defray costs and enhance events.

### **3. Public Comments Regarding Items on the Agenda**

None.

### **4. Action Items**

#### **A. Consider, Discuss, and Take Appropriate Action Regarding the Adoption of Science Instructional Materials for the 2024-2025 School Year**

Dr. Malinda Golden, Superintendent of Schools, introduced Ms. Gabi Nino, Assistant Superintendent of Teaching & Learning, to provide a presentation on Science Materials Adoption. She informed the Board that the Instructional Materials Adoption Committee reviewed materials according to detailed state and district criteria. The Teaching & Learning Department provided members with state-adopted instructional materials in digital and print format from publishers aligned with the newly adopted K-12 Science TEKS. The committee used a detailed rubric to evaluate resources and their alignment to TEA's K-12 Science Texas Essential Knowledge and Skills (TEKS). In addition, members discussed and gathered campus feedback prior to making their recommendations.

The following State adopted materials are recommended by the committee:

- K-8 Science: STEMScopes, Accelerate Learning
- Biology, Chemistry and Physics: STEMScopes, Accelerate Learning
- IPC: Dynamic Integrated Physics and Chemistry, Summit K12
- Env Science: Environmental Science: Sustaining Your World, Cengage Learning
- AP Chemistry: Chemistry: A Molecular Approach, SAVVAS/Pearson, Inc.
- AP Biology: Biology for the AP Course, Bedford, Freeman & Worth
- AP Env Science: Science for the AP Course, Bedford, Freeman & Worth

Rucker Preston made a motion, seconded by Erin Bass to approve the Consent agenda as presented. The motion passed unanimously (6-0).

### **5. Reports**

#### **A. Spring Demographer Report**

Dr. Golden introduced Hudson Huff, Zonda Education, who gave an update on the Belton-Temple economy, housing market, anticipated future housing development and student enrollment in the District, to include 10-year forecasts for all grade levels and each campus.

**Key takeaways include:**

Texas ISD's only grew by just over 12,000 students during the 2023-2024 school year. The average growth is approximately 45,000 students a year.

2023 Belton ISD enrollment is up 164 students from last school year at an increase of 1.2% whereas Region 12 overall saw an increase of just 0.2%

- The District has 54 actively building subdivisions and 10 future subdivisions
- Groundwork is underway on approximately 1,400 lots within 10 subdivisions
- New multi-family units are on the rise, with 5 active projects equating to 659 units
- Belton ISD is forecasted to enroll approximately 15,007 students by 2028-29 and more than 16,196 by 2033-34

### **B. Annual Board Member Training Credit Report**

Mr. Alcozer stated that all Board members exceeded annual training requirements for the reporting period (May 1, 2023 through April 14, 2024). He thanked them for their service and countless volunteer hours, beyond training credits, they dedicate to the community, students and families.

### **C. Superintendent's Report**

Dr. Golden shared highlights from across the District tied to the Belton ISD Vision, exceptional learning experiences and Journey of a Graduate competencies. These highlights include the Great American Solar Eclipse, Sparta Elementary's "Cookies" performance, students and teachers simultaneously engaging in continuous learning, the Superintendent Student Advisory Council exploring Hope Squad with Prosper ISD.

### **D. Board Highlights**

Chris Flor initiated the conversation by sharing his experience regarding the Financial Ambassador Meeting and the importance of further informing our community on public school finance. He shared a separate personal experience regarding the lengths our educators were going to make exceptional learning experiences happen for their students. Rucker Preston spoke about his experience at the GT Parent Meeting as well as speaking about local poverty on behalf of a BNT@W students research project.

## **6. Consent Agenda: Consider and Take Appropriate Action**

### A. Minutes of Previous Meetings:

1. March 25, 2024 Workshop Minutes
2. March 25, 2024 Regular Minutes
3. March 28, 2024 Special Minutes

### B. Unaudited Financial Report for the Month Ending March 31, 2024

### C. Budget Amendment #7 for 2023-2024

### D. Expenditures over \$50,000

1. Flyleaf Publishing for Decodables
2. Solution Tree for Professional Development
3. Accelerate Learning for STEMscopes

### E. Supply, Equipment, and Service Bids

1. RFP #2312-150-336 for Athletics Equipment and Supplies
2. RFP #2312-450-335 for Classroom Instructional Materials, Supplies & Equipment (Supplemental III)
3. RFP #2402-100-348 for Sale of Property - Beal Street, Belton TX
4. RFP #2401-775-345 for Transportation Parts, Equipment & Services (Supplemental I)
5. RFP #2402-250-347 Animal Pens for the Agricultural Facility Bond Project

### F. Renewal of Temple ISD Deaf Shared Services Agreement

### G. Instructional Materials Allotment and TEKS Certification

### H. Administrator Contract Renewals and/or Extensions and Professional Contract Renewals for 2024-2025

### I. Audit Engagement Letter for 2023-2024

### J. Overhead Utility Easement for Agricultural Facility Bond Project

### K. Interlocal Agreement with Killeen ISD for Audiovisual Support at May 2024 Graduation Ceremonies

### L. Local Policy Update 122 - 2nd Reading

1. CSA(LOCAL) - FACILITY STANDARDS: SAFETY AND SECURITY
2. CQB(LOCAL) - TECHNOLOGY RESOURCES: CYBERSECURITY
3. DC(LOCAL) - EMPLOYMENT PRACTICES

4. EHB(LOCAL) - CURRICULUM DESIGN: SPECIAL PROGRAMS
5. EHBC(LOCAL) - SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS
6. EHBCA(LOCAL) - COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION
7. FEA(LOCAL) - ATTENDANCE: COMPULSORY ATTENDANCE
8. FFAC(LOCAL) - WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT
9. FFB(LOCAL) - STUDENT WELFARE: CRISIS INTERVENTION
10. FL(LOCAL) - STUDENT RECORDS

Suzanne McDonald made a motion, seconded by Rucker Preston, to approve the Consent agenda as presented. The motion passed unanimously (6-0).

**7. Board Requests for New Information and/or Reports**

None.

**8. Calendar of Events**

Manuel Alcozer announced the calendar of events for the upcoming month.

**9. Public Comments Regarding Non-Agenda Items**

None.

**10. Closed Session (Texas Government Code, Subchapters D and E)**

The Board went into closed session at 7:28 p.m.

- A. Student Disciplinary Matter - Texas Government Code, Section 551.082
- B. Personnel - Texas Government Code, Section 551.074
- C. Consultation with Attorney - Texas Government Code, Section 551.071

**11. Reconvene in Open Session**

The Board reconvened in Open Session at 8:11 p.m.

**12. Adjourn**

Adjourn: There being no further business, the meeting was adjourned at 8:11 p.m.

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Manuel Alcozer, President

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Erin Bass, Secretary

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**  
**May 13, 2024**

**Item:** Unaudited Financial Report for the Month Ending April 30, 2024

**Contact Person:** Melissa Lafferty

**Presented for:**  Action     Report Only

**Supporting Documents:**    None    Attached    Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Attached are the Monthly Financial and Investment Reports for the District. The reports represent the financial activity as of the close of the prior month for the General Fund 199, the Child Nutrition Fund 240, the Debt Service Fund 599, and the 2022 Bond Fund 622. These are unaudited figures, and an independent financial audit will be performed for the period ending August 31, 2024, and presented under separate cover.

The monthly investment report provides information on the district's cash and investment accounts including balances and investment transactions as of the close of the noted month. See CDA(LEGAL).

**Fiscal Implications:**

For informational purposes only.

**Administrative Recommendation(s):**

Accept the monthly financial and investment report as presented.



# FINANCIAL STATEMENTS & INVESTMENT REPORT

## TABLE OF CONTENTS

### Description

- Financials - Unaudited Statements of Revenues and Expenditures
  - General Operating - 199
  - School Nutrition - 240
  - Debt Service - 599
  
- Project Summary for 2022 Bond Fund
  
- Investment Report - Monthly

**BELTON ISD**  
**Statement of Unaudited Revenues and Expenditures Budget VS. Actual**  
**General Fund (199)**  
**As of April 30, 2024**

		Adopted Budget	Amended 2023-24	Y-T-D Actual	Balance	Percent of Total
<b>Revenues</b>						
5700	Local Sources	\$ 48,347,413	\$ 48,382,413	\$ 45,222,649	\$ 3,159,764	93.5%
5800	State Sources	93,505,385	93,505,385	53,298,835	40,206,550	57.0%
5900	Federal Sources	2,475,000	2,475,000	980,777	1,494,223	39.6%
	<b>Total Revenues</b>	<b>\$ 144,327,798</b>	<b>\$ 144,362,798</b>	<b>\$ 99,502,262</b>	<b>\$ 44,860,536</b>	<b>68.9%</b>
<b>Expenditures</b>						
11	Instruction	\$ 81,038,178	\$ 80,956,659	\$ 53,171,120	\$ 27,785,539	65.7%
12	Instructional resources & media	1,824,126	1,833,583	1,150,461	683,122	62.7%
13	Curriculum & staff development	3,623,503	3,895,550	2,572,687	1,322,863	66.0%
21	Instructional leadership	2,606,057	2,612,264	1,753,915	858,349	67.1%
23	School leadership	8,909,952	8,877,933	6,044,254	2,833,679	68.1%
31	Guidance, counseling, & evaluation	6,684,883	6,685,344	4,250,118	2,435,226	63.6%
32	Social work services	407,637	407,987	287,521	120,466	70.5%
33	Health services	2,413,880	2,368,739	1,559,275	809,464	65.8%
34	Student transportation	7,015,234	7,014,782	4,736,031	2,278,751	67.5%
35	School Nutrition	-	108,274	93,029	15,245	85.9%
36	Cocurricular/extracurricular	6,032,627	6,014,469	3,681,719	2,332,750	61.2%
41	General administration	4,363,461	4,319,869	2,895,812	1,424,057	67.0%
51	Plant maintenance and operations	14,878,484	14,975,927	10,050,606	4,925,321	67.1%
52	Security and monitoring services	3,199,814	3,258,025	2,365,468	892,557	72.6%
53	Data processing services	4,791,275	4,698,156	3,460,242	1,237,914	73.7%
61	Community services	-	-	-	-	0.0%
71	Debt Service	-	300,000	161,386	138,614	0.0%
81	Facilities acquisition & construction	-	663,435	53,163	610,272	0.0%
93	Payments to fiscal agent	-	-	-	-	0.0%
95	Payments to JJAEP	15,000	3,000	-	3,000	0.0%
97	Tax Increment	800,000	600,000	478,695	121,305	79.8%
99	Intergovernmental Charges	739,078	939,078	538,418	400,661	57.3%
	<b>Total Expenditures</b>	<b>\$ 149,343,189</b>	<b>\$ 150,533,074</b>	<b>\$ 99,303,920</b>	<b>\$ 51,229,154</b>	<b>66.0%</b>
<b>Other Sources &amp; Uses</b>						
	Other sources	-	779,385	817,949		
	Other uses	-	-	-		
	<b>Total Other Sources (Uses)</b>	<b>-</b>	<b>779,385</b>	<b>817,949</b>		
	<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>(5,015,391)</b>	<b>(5,390,891)</b>	<b>1,016,290</b>		
	<b>Fund Balance (audited), 8-31-2023</b>	<b>\$ 40,124,844</b>	<b>\$ 40,124,844</b>	<b>\$ 40,124,844</b>		
	<b>Fund Balance, Ending</b>	<b>\$ 35,109,453</b>	<b>\$ 34,733,953</b>	<b>\$ 41,141,134</b>		

**BELTON ISD**  
**Statement of Unaudited Revenues and Expenditures Budget VS. Actual**  
**Child Nutrition (240)**  
**As of April 30, 2024**

	Adopted Budget	Amended 2023-24	Y-T-D Actual	Balance	Percent of Total
<b>Revenues</b>					
5700 Local Sources	\$ 2,220,000	\$ 2,220,000	\$ 2,220,177	\$ (177)	100.0%
5800 State Sources	195,000	195,000	103,636	91,364	53.1%
5900 Federal Sources	5,700,000	5,700,000	3,939,571	1,760,429	69.1%
Total Revenues	<u>\$ 8,115,000</u>	<u>\$ 8,115,000</u>	<u>\$ 6,263,383</u>	<u>\$ 1,851,617</u>	<u>77.2%</u>
<b>Expenditures</b>					
35 Food Services, Child Nutrition	\$ 9,111,101	\$ 9,111,101	\$ 6,224,000	\$ 2,887,101	68.3%
Total Expenditures	<u>\$ 9,111,101</u>	<u>\$ 9,111,101</u>	<u>\$ 6,224,000</u>	<u>\$ 2,887,101</u>	<u>68.3%</u>
<b>Other Sources &amp; Uses</b>					
Other sources	-	-	-		
Other uses	-	-	-		
Total Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>		
Excess (Deficiency) of Revenues over Expenditures	(996,101)	(996,101)	39,383		
Fund Balance (audited), 8-31-2023	<u>\$ 4,604,495</u>	<u>\$ 4,604,495</u>	<u>\$ 4,604,495</u>		
Fund Balance, Ending	<u><u>\$ 3,608,394</u></u>	<u><u>\$ 3,608,394</u></u>	<u><u>\$ 4,643,878</u></u>		

**BELTON ISD**  
**Statement of Unaudited Revenues and Expenditures Budget VS. Actual**  
**Debt Service Fund (511 and 515)**  
**As of April 30, 2024**

		Adopted Budget	Amended 2023-24	Y-T-D Actual	Balance	Percent of Total
<b>Revenues</b>						
5700	Local Sources	\$ 24,677,318	\$ 24,677,318	\$ 22,759,733	\$ 1,917,585	92.2%
5800	State Sources	457,907	457,907	1,926,665	(1,468,758)	420.8%
5900	Federal Sources	-	-	-	-	0.0%
	<b>Total Revenues</b>	<u>\$ 25,135,225</u>	<u>\$ 25,135,225</u>	<u>\$ 24,686,398</u>	<u>\$ 448,827</u>	<u>98.2%</u>
<b>Expenditures</b>						
71	Debt Service	\$ 24,750,088	\$ 24,750,088	\$ 16,831,651	\$ 7,918,437	68.0%
	<b>Total Expenditures</b>	<u>\$ 24,750,088</u>	<u>\$ 24,750,088</u>	<u>\$ 16,831,651</u>	<u>\$ 7,918,437</u>	<u>68.0%</u>
<b>Other Sources &amp; Uses</b>						
	Other sources	-	-	-		
	Other uses	-	(779,385)	(779,385)		
	<b>Total Other Sources (Uses)</b>	<u>-</u>	<u>(779,385)</u>	<u>(779,385)</u>		
	<b>Excess (Deficiency) of Revenues over Expenditures</b>	385,137	(394,248)	7,075,362		
	<b>Fund Balance (audited), 8-31-2023</b>	<u>\$ 11,024,346</u>	<u>\$ 11,024,346</u>	<u>\$ 11,024,346</u>		
	<b>Fund Balance, Ending</b>	<u>\$ 11,409,483</u>	<u>\$ 10,630,098</u>	<u>\$ 18,099,708</u>		

**BELTON ISD**  
**Bond Project Summary**  
**Bond Fund (622)**  
**As of April 30, 2024**

<b>Local</b>	<b>Project</b>	<b>Proposition Budget</b>	<b>Expenditures as 4/30/2024</b>	<b>Open Purchase Orders</b>	<b>Available Budget</b>
E12	Elementary #12	\$ 40,064,028	\$ 36,799,068	\$ 1,549,548	\$ 1,715,413
E13	Elementary #13	\$ 43,567,482	\$ 29,715,898	\$ 11,975,107	\$ 1,876,477
DPF	Delta Program Facility	\$ 2,500,000	\$ 290,229	\$ 117,192	\$ 2,092,579
SWE	Southwest Elementary Addition	\$ 13,300,000	\$ 7,015,782	\$ 9,353,889	\$ (3,069,672)
MEP	MEP, Roofing and Interior Finishes	\$ 8,942,812	\$ 2,780,254	\$ 2,851,577	\$ 3,310,980
SAF	Campus Safety + Security Upgrades	\$ 6,041,040	\$ 4,977,892	\$ 2,467,580	\$ (1,404,432)
BHS	BHS Additions & Renovations	\$ 28,524,414	\$ 13,953,166	\$ 15,708,034	\$ (1,136,786)
BNT	BNT Facility Upgrades	\$ 2,000,000	\$ -		\$ 2,000,000
LND	Land Acquisition	\$ 7,000,897	\$ 2,847,113	\$ 550	\$ 4,153,234
LBM	Fine Arts & Locker Room Addition	\$ 8,582,703	\$ 5,175,302	\$ 5,348,543	\$ (1,941,142)
TEC	Technology Infrastructure	\$ 676,624	\$ -		\$ 676,624
BUS	New Buses	\$ 5,625,000	\$ 2,630,915	\$ 1,499,602	\$ 1,494,483
AGR	Agriculture Facility	\$ 2,000,000	\$ 1,119,706	\$ 2,698,564	\$ (1,818,270)
		<b>\$ 168,825,000</b>	<b>\$ 107,305,324</b>	<b>\$ 53,570,186</b>	<b>\$ 7,949,490</b>
DEV	Technology Devices	\$ 5,000,000	\$ 2,566,393	\$ -	\$ 2,433,607
		<b>\$ 173,825,000</b>	<b>\$ 109,871,718</b>	<b>\$ 53,570,186</b>	<b>\$ 10,383,097</b>

Belton ISD

# Investment Report

As of April 30, 2024

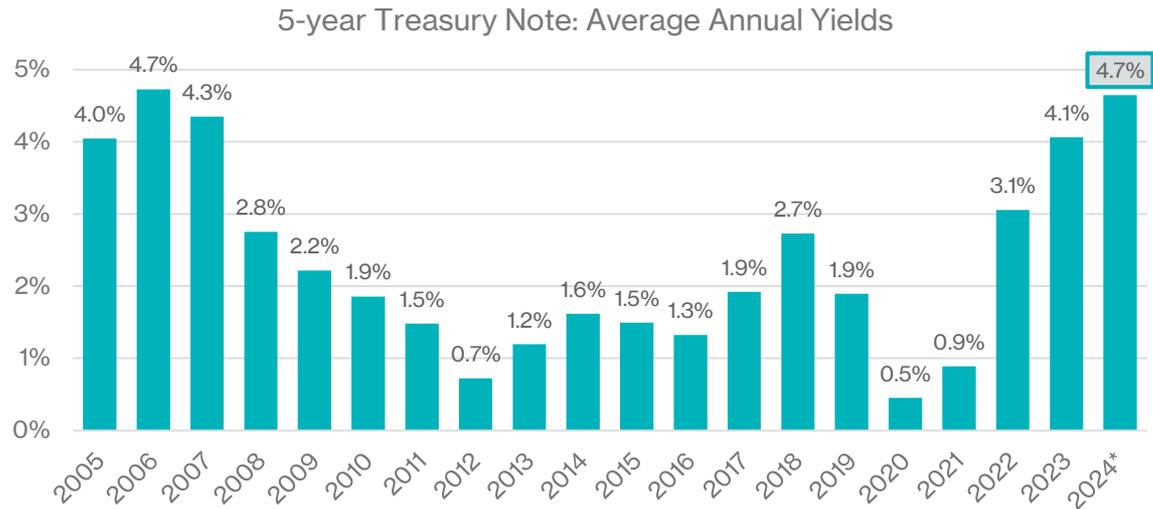


- Positive economic growth for the remainder of the year
- The Fed's patience persists regarding rate cuts
- Inflation metrics continue their stickiness
- Geopolitical tensions keep an upside risk to inflation

## Is It a Good Time To Lock In Longer Maturities?

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- The 5 Year U.S. Treasury Note's yield is currently near the highest level in the past 20 years as compared to its average annual yields over that period.



SOURCE: BLOOMBERG, \*2024 IS THE 5YR YIELD AS OF 4/25/24

# U.S. Gross Domestic Product (GDP) Slowed

- Economic growth, as measured by GDP, slowed to a 1.6% pace in the first quarter of 2024; well below the 2.5% forecast.
- Recent GDP increases have been well above economists' start-of-the-quarter estimates, with the US economy remaining more robust than many expected.

US Annualized Quarterly GDP



SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

# A Patient Federal Reserve Chair Powell

Expected Percent Decline in Fed Funds by Dec 2024

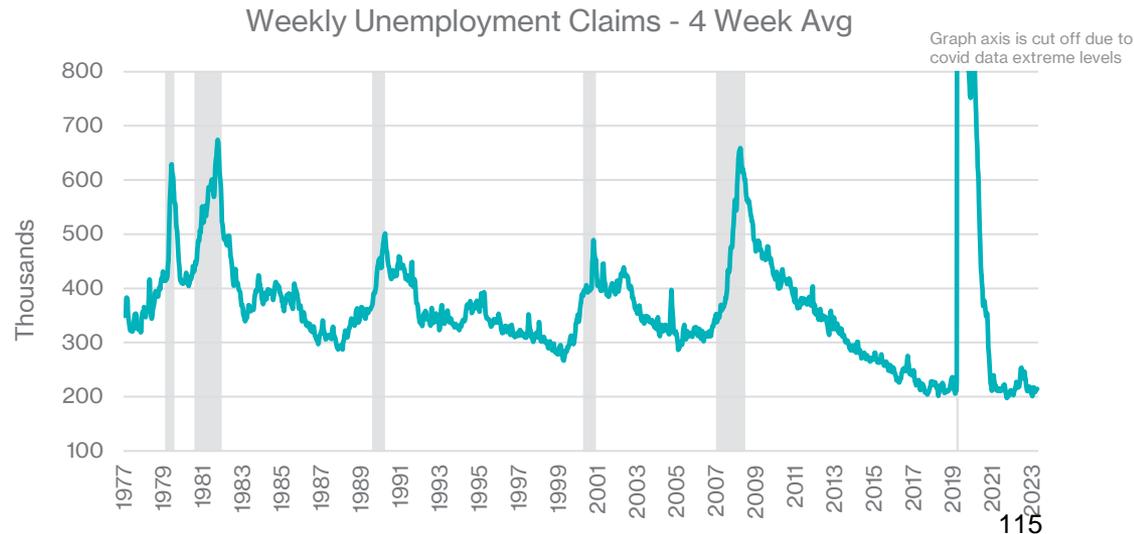


SOURCE: BLOOMBERG, CME AS OF 4/25/24

- At the start of 2024, the Fed Funds futures market was pricing in a 1.63% decline in Fed Funds by the end of 2024.
- Due to sticky inflation, robust employment, and other factors, the futures market is expecting the Fed Funds rate to drop by only .33% by December 2024.

# Labor Market Remains Resilient With Low Unemployment Claims

- Weekly unemployment claims remain near historically low levels.
- The Federal Reserve and many economists were expecting rate hikes to have taken more of a toll on the labor market by now.
- That effect has not materialized.



SOURCE: BLOOMBERG, DEPARTMENT OF LABOR AS OF 4/25/24 (SHADED AREAS MARK RECESSIONS)

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## Takeaways

- With interest rates at or near long-term averages, portfolios should benefit from buying longer-dated securities now, as rates are expected to fall once rate cuts begin.
- Although a solid economic backdrop has led yields higher during the first part of 2024, many market participants and the Federal Reserve expect multiple rate cuts over the next year.

# Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	4,964,616.35	4,964,616.35	4,964,616.35	3.33%	1	0.00
LGIP	144,214,593.70	144,214,593.70	144,214,593.70	96.67%	1	5.42
<b>TOTAL</b>	<b>149,179,210.05</b>	<b>149,179,210.05</b>	<b>149,179,210.05</b>	<b>100.00%</b>	<b>1</b>	<b>5.24</b>

**CASH AND ACCRUED INTEREST**

Purchased Accrued Interest		0.00	0.00			
<b>TOTAL CASH AND INVESTMENTS</b>	<b>149,179,210.05</b>	<b>149,179,210.05</b>	<b>149,179,210.05</b>		<b>1</b>	<b>5.24</b>

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**TOTAL EARNINGS**

	CURRENT MONTH
Current Year	660,614.15



## Portfolio Summary

**5.24**

Average Yield

**0.00**

Weighted Average Maturity (Years)

**0.00**

Portfolio Effective Duration (Years)

**0.00**

Weighted Average Life (Years)

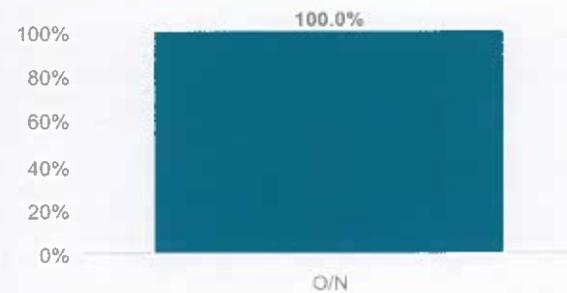
**AAA**

Average Credit Rating

## Portfolio Position

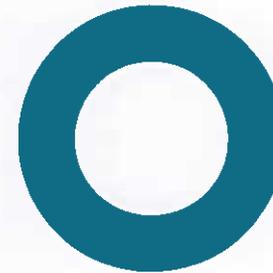
Par Value	\$149,179,210
Principal Cost	\$149,179,210
Book Value	\$149,179,210
Market Value	\$149,179,210
Unrealized Gain/Loss	\$0 <sub>117</sub>
Accrued Interest	\$0

## Maturity Distribution



## Sector Allocation

● LGIP	96.67%
● Bank Deposits	3.33%



Melissa Lafferty, Chief Financial Officer

5/3/24

Kerri Pridemore, Director of Finance

5/3/24

## Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
<b>2022 BOND FUND</b>						
Bank Deposits	1	1,043,809.92	1,043,809.92	0.70	0.00	1
LGIP	3	78,993,567.84	78,993,567.84	52.95	5.40	1
<b>TOTAL</b>	<b>4</b>	<b>80,037,377.76</b>	<b>80,037,377.76</b>	<b>53.65</b>	<b>5.33</b>	<b>1</b>
<b>CONSTRUCTION FUNDS</b>						
Bank Deposits	1	348.91	348.91	0.00	0.00	1
LGIP	1	15,999.98	15,999.98	0.01	5.31	1
<b>TOTAL</b>	<b>2</b>	<b>16,348.89</b>	<b>16,348.89</b>	<b>0.01</b>	<b>5.20</b>	<b>1</b>
						118
<b>DEBT SERVICE FUNDS</b>						
Bank Deposits	1	34,277.88	34,277.88	0.02	0.00	1
LGIP	2	18,387,351.89	18,387,351.89	12.33	5.47	1
<b>TOTAL</b>	<b>3</b>	<b>18,421,629.77</b>	<b>18,421,629.77</b>	<b>12.35</b>	<b>5.46</b>	<b>1</b>
<b>GENERAL FUND</b>						
Bank Deposits	2	3,886,179.64	3,886,179.64	2.61	0.00	1
LGIP	6	46,817,673.99	46,817,673.99	31.38	5.43	1
<b>TOTAL</b>	<b>8</b>	<b>50,703,853.63</b>	<b>50,703,853.63</b>	<b>33.99</b>	<b>5.01</b>	<b>1</b>
<b>GRAND TOTAL</b>	<b>17</b>	<b>149,179,210.05</b>	<b>149,179,210.05</b>	<b>100.00</b>	<b>5.24</b>	<b>1</b>

## Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
<b>2022 BOND FUND</b>											
LSCOP	Lone Star Invest Pool - Corp Overnight Plus Fund	26,720,544.36	28,594,095.13	26,720,544.36	04/30/2024	0.00	5.47	126,449.23	0.00	0.00	126,449.23
46-8635-0176	PNC Government Checking Account	1,043,809.92	950,150.11	1,043,809.92	04/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
TEXSTAR	TexSTAR	25,861,280.65	27,351,838.96	25,861,280.65	04/30/2024	0.00	5.31	112,766.25	0.00	0.00	112,766.25
TXCLASS	Texas CLASS	26,411,742.83	32,281,585.72	26,411,742.83	04/30/2024	0.00	5.43	130,157.11	0.00	0.00	130,157.11
<b>TOTAL</b>		<b>80,037,377.76</b>	<b>89,177,669.92</b>	<b>80,037,377.76</b>		<b>0.00</b>	<b>5.33</b>	<b>369,372.59</b>	<b>0.00</b>	<b>0.00</b>	<b>369,372.59</b>
<b>CONSTRUCTION FUNDS</b>											
49-5257-2338	PNC Corporate Business Account	348.91	348.13	348.91	04/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	15,999.98	15,930.39	15,999.98	04/30/2024	0.00	5.31	69.59	0.00	0.00	69.59
<b>TOTAL</b>		<b>16,348.89</b>	<b>16,278.52</b>	<b>16,348.89</b>		<b>0.00</b>	<b>5.20</b>	<b>69.59</b>	<b>0.00</b>	<b>0.00</b>	<b>69.59</b>
<b>DEBT SERVICE FUNDS</b>											
49-4026-8128	PNC Corporate Business Account	34,277.88	34,277.88	34,277.88	04/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	TexPool Prime	17,500,813.28	17,422,391.59	17,500,813.28	04/30/2024	0.00	5.48	78,421.69	0.00	0.00	78,421.69
TEXSTAR	TexSTAR	886,538.61	618,738.34	886,538.61	04/30/2024	0.00	5.31	3,734.57	0.00	0.00	3,734.57
<b>TOTAL</b>		<b>18,421,629.77</b>	<b>18,075,407.81</b>	<b>18,421,629.77</b>		<b>0.00</b>	<b>5.46</b>	<b>82,156.26</b>	<b>0.00</b>	<b>0.00</b>	<b>82,156.26</b>
<b>GENERAL FUND</b>											
LSCOP	Lone Star Invest Pool - Corp Overnight Plus Fund	22,557,885.34	15,697,499.42	22,557,885.34	04/30/2024	0.00	5.47	76,719.85	0.00	0.00	76,719.85
LSGO	Lone Star Invest Pool - Government Overnight	0.35	0.35	0.35	04/30/2024	0.00	5.33	0.00	0.00	0.00	0.00
49-4026-8101	PNC Corporate Business Account	2,520,828.17	2,380,082.81	2,520,828.17	04/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
49-4026-8136	PNC Corporate Business Account	1,365,351.47	1,340,357.95	1,365,351.47	04/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	981,777.86	198,032.23	981,777.86	04/30/2024	0.00	5.31	3,930.32	0.00	0.00	3,930.32
TEXPRIME	TexPool Prime	11,690,168.97	23,112,186.36	11,690,168.97	04/30/2024	0.00	5.48	77,982.61	0.00	0.00	77,982.61
TEXSTAR	TexSTAR	11,587,840.44	11,698,198.65	11,587,840.44	04/30/2024	0.00	5.31	50,382.93	0.00	0.00	50,382.93
TXCLASS	Texas CLASS	1.03	1.03	1.03	04/30/2024	0.00	5.47	0.00	0.00	0.00	0.00



## Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
<b>TOTAL</b>		50,703,853.63	54,426,358.80	50,703,853.63		0.00	5.01	209,015.71	0.00	0.00	209,015.71
<b>GRAND TOTAL</b>		149,179,210.05	161,695,715.05	149,179,210.05		0.00	5.24	660,614.15	0.00	0.00	660,614.15

## Disclosure

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**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Gifts, Grants, and Bequests

**Contact Person:** Melissa Lafferty

**Presented for:**  Action     Report Only

**Supporting Documents:**    None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

The District accepts gifts, grants, and bequests from many different sources each school year for the benefit of its students and programs. Policy CDC(LOCAL) gives authority to the Superintendent to accept most gifts, grants, or bequests.

**Fiscal Implications:**

Attached for your information is a list of donations that have been accepted. Budget amendments required for the expenditure of these funds will be presented as needed.

**Administrative Recommendation(s):**

Information only.

**Gifts, Grants, and Bequests  
May 13, 2024**

<b>Source of Other Revenue/In Kind Donations</b>	<b>Type</b>	<b>Amount/ Value</b>	<b>Date</b>	<b>District, Campus, or Program</b>	<b>Intended Use</b>
KAM Homebuilders, Ltd.	Check	\$500	4/2/2024	Lakewood Elementary	Lunch for Staff & Volunteers
High Point PTA	Check	\$742	4/23/2024	High Point Elementary	4th grade field trip
High Point PTA	Check	\$616	4/23/2024	High Point Elementary	Kindergarten field trip
April Hignojos	Check	\$75	4/17/2024	LBHS	Donation to Auto Club
Belton Church of Christ	Check	\$750	4/17/2024	Leon Heights Elementary	Donation for supplies/activities for the Counselor to use
Progressive Insurance Foundation	Check	\$225	4/12/2024	District	Donation to district general fund
Indeco	In-Kind	\$2,654	4/17/2024	Leon Heights Elementary	Student furniture for 2nd grade

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**  
**May 13, 2024**

**Item:** Budget Amendment #8 for 2023-2024

**Contact Person:** Melissa Lafferty

**Presented for:**  Action     Report Only

**Supporting Documents:**  None     Attached     Provided Later

**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

The TEA Financial Accountability System Resource Guide sets forth guidelines on budget amendments. Budget amendments are required by the State to reclassify appropriations at the level at which the budget is adopted. Belton ISD adopts budgets for the required funds at the functional level. Amendments which reclassify appropriations from one functional level to another should be approved by the Board. The budget may also be amended by the Board for changes in the level of its Revenue and Expenditures, CE(Legal/Local). Amendments are recorded in the District's Board minutes.

Budget amendments are presented monthly, as needed. The changes are described below.

**Fiscal Implications:**

**General Fund**

Revenues

- **Local (5700): (\$2,433,390)**
  - (\$4,619,428): Property taxes decreased due to an increase in the homestead exemption and tax compression on the over 65 taxes.
  - \$2,186,038: Investment earnings, athletic revenue, and PreK tuition increased
- **State (5800): (\$1,074,061)**
  - (\$1,074,061): State aid decreased due to lower enrollment than planned.
- **Federal (5900): (\$1,158,563)**
  - (\$1,158,563): decreased SHARs reimbursements due to the state's retroactive adjustments to the 2022 Cost Report resulting from their loss in appeals in an audit from the Office of Inspector General.

The effect of these amendments to revenue is a decrease of \$4,666,014.

Expenditures

- **Instruction (11): \$29,673**
  - \$30,000: Increase for summer school costs

- (\$327): Redistribute funds for various needs
- **Library & Media Services (12): \$721**
  - \$721: Increase for various needs
- **Curriculum & Staff Development (13): (\$31,649)**
  - (\$30,000): Redistribute for summer school costs
  - (\$1,649): Redistribute for various needs
- **School Leadership (23): \$1,011**
  - \$1,011: Increase for various needs
- **Co-curricular Activities (36): (\$6,499)**
  - (\$6,499): Redistribute for security at athletic events
- **General Administration (41): \$100,000**
  - \$100,000: Increase for legal fee expenditures
- **Security and Monitoring (52): \$6,743**
  - \$6,499: Increase for security at athletic events
  - \$244: Increase for various needs
- **Tax Increment (97): (\$100,000)**
  - (\$100,000): Redistribute for legal fees

The effect of these amendments to expenditures is zero.

The net effect of these amendments to the fund balance is a decrease of \$4,666,014.

**Administrative Recommendation(s):**

Approve amendments as presented.

**2023-24 Budget Amendment Proposed For Adoption By The Board Of Trustees**  
**Belton ISD - May 13, 2024**

Function	General Fund			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
<b>REVENUES</b>				
Local	\$ 48,347,413	\$ 48,382,413	(2,433,390)	\$ 45,949,023
State	93,505,385	93,505,385	(1,074,061)	\$ 92,431,324
Federal	2,475,000	2,475,000	(1,158,563)	\$ 1,316,437
	<b>144,327,798</b>	<b>144,362,798</b>	<b>(4,666,014)</b>	<b>139,696,784</b>
<b>EXPENDITURES</b>				
11 Instruction	81,038,178	80,956,659	29,673	80,986,332
12 Library & Media Services	1,824,126	1,833,583	721	1,834,304
13 Curriculum & Staff Development	3,623,503	3,895,550	(31,649)	3,863,901
21 Instructional Leadership	2,606,057	2,612,264	-	2,612,264
23 School Leadership	8,909,952	8,877,933	1,011	8,878,944
31 Guidance and Counseling Services	6,684,883	6,685,344	-	6,685,344
32 Social Work Services	407,637	407,987	-	407,987
33 Health Services	2,413,880	2,368,739	-	2,368,739
34 Student Transportation	7,015,234	7,014,782	-	7,014,782
35 School Nutrition	-	108,274	-	108,274
36 Co-curricular Activities	6,032,627	6,014,469	(6,499)	6,007,970
41 General Administration	4,363,461	4,319,869	100,000	4,419,869
51 Facilities Maintenance & Operations	14,878,484	14,975,927	-	14,975,927
52 Security and Monitoring	3,199,814	3,258,025	6,743	3,264,768
53 Data Processing Services	4,791,275	4,698,156	-	4,698,156
61 Community Services	-	-	-	-
71 Debt Service	-	300,000	-	300,000
81 Facilities Acquisition & Construction	-	663,435	-	663,435
93 Payments to fiscal agent	-	-	-	-
95 Payments to JJAEP	15,000	3,000	-	3,000
97 Tax Increment	800,000	600,000	(100,000)	500,000
99 Other Intergovernmental Charges	739,078	939,078	-	939,078
<b>Total Expenditures</b>	<b>149,343,189</b>	<b>150,533,074</b>	<b>-</b>	<b>150,533,074</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(5,015,391)</b>	<b>(6,170,276)</b>	<b>(4,666,014)</b>	<b>(10,836,290)</b>
Other Sources	-	779,385		779,385
Other Uses	-			
<b>Budgeted/Estimated Change in Fund Balance</b>	<b>\$ (5,015,391)</b>	<b>\$ (5,390,891)</b>	<b>\$ (4,666,014)</b>	<b>\$ (10,056,905)</b>

Budget amendments for these funds are required to be adopted by the Board of Trustees.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Expenditures over \$50,000

**Contact Person:** Melissa Lafferty

**Presented for:**  Action     Report Only

**Supporting Documents:**  None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Board Policy CH(LOCAL) requires that any single budgeted purchase of goods or services that costs \$50,000 or more shall require Board approval before a transaction may take place. The following list of proposed purchases is submitted for your consideration:

Renewal of Secured Mobility (Smart Tag)

Smart Tag is designed to ensure authorized ridership and improve the safety and security of students using school bus transportation. The total cost for renewal and supplies is \$135,049.50. Secured Mobility participates in the Buyboard Contract.

Automated Logic for HVAC Controls (Belton Early Childhood School)

Automated Logic will provide and install a complete HVAC building automation system with programmed hardware and web-based software. The cost is \$147,090. Automated Logic participates in the Buyboard Contract.

Rabroker & Lochridge Priest for HVAC Unit Replacements (Various Campuses)

Rabroker will replace 10 HVAC units at Pirtle Elementary and Lochridge Priest will replace 10 HVAC units at Belton Early Childhood School. The cost for Pirtle Elementary is \$59,211 and the cost for Belton Early Childhood School is \$73,650. Both companies participate in the Buyboard Contract.

Aerowave Technologies for Emergency Responder Radio System (Various Campuses)

Areowave Technologies will provide a turnkey solution for an Emergency Responder Radio System to be compliant with IFC 1103.2 in the existing building at Lakewood Elementary, North Belton Middle School, Charter Oak, and Belton High School. The cost is \$259,426. Areowave Technologies participates in the Buyboard Contract.

CDW-Government for Student Device Refresh for Middle Schools

In accordance with the district's technology replacement cycle, middle school student devices are due to be replaced. The cost is \$1,597,830. CDW-Government participates in the TIPS Contract.

Insight Investments, LLC for District Firewall Refresh

Insight Investments will replace the firewall to enhance security, maintain compliance with industry regulations and increase reliability and performance. The total cost is \$406,978.20 and will be financed through a 60-month lease of four annual payments of \$114,861.27. Insight Investments participates in the Choice Partners Contract.

Unite Private Network for Phone System Migration to Webex Cloud Calling (Part 1)

Webex Cloud Calling enables flexible, reliable, and cost-effective communication. It provides reliability by hosting the phone system in the cloud with redundancy and failover mechanisms. Unite Private Network will allow us to enhance redundancy, reduce costs, and boost efficiency. The cost is \$94,320 over 36 months. Unite Private Network participates in the TIPS Contract.

Red River Technologies for Phone System Migration to Webex Cloud Calling (Part 2)

Webex Cloud Calling offers flexibility, allowing employees to make and receive calls from anywhere with an internet connection. It provides reliability by hosting the phone system in the cloud with redundancy and failover mechanisms. Cost-effectiveness is achieved by reducing hardware maintenance, software upgrades, and support hours. The cost is \$547,412 over five years. Red River Technologies participates in the DIR Contract.

**Fiscal Implications:**

Areowave Technologies will be paid from the TEA Safety Grant. CDW-Government will be paid from the 2022 bond funds. Automated Logic, Rabroker and Lochridge Priest will be paid from the capital improvement funds budgeted in the General fund. Secured Mobility, Insight Investments, Unite Private Network and Red River Technologies and will be paid from the General fund.

**Administrative Recommendation(s):**

Approve the requested expenditures as presented.

**Belton Independent School District**  
***Board of Trustee Meeting Agenda Item***

***May 13, 2024***

**Item:** RFP #2403-675-354 for Kitchen Equipment

**Contact Person:** Tammy Shannon

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

RFP #2403-675-354 for Kitchen Equipment was posted on March 11, 2024. This RFP allows for the procurement of kitchen equipment on an as-needed basis.

The terms and conditions set in this solicitation allow the district to purchase from the next lowest proposer if the awarded vendor, Mission Restaurant Supply, increases pricing during the term of this proposal.

This solicitation is in accordance with Title 2 of the Code of Federal Regulations (2CR) Part 200, United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA).

Pursuant to Section 2252.908 of Government Code, HB 1295 forms have been received and will be acknowledged on the Texas Ethics Commission website.

**Fiscal Implications:**

The funds for kitchen equipment are allocated in the annual budget.

**Administrative Recommendation(s):**

Approve Mission Restaurant Supply as the top ranked vendor, with the option to purchase from next lowest proposer, if pricing terms and conditions become unfavorable. This contract will be effective through April 30, 2025, with no renewal options.

BELTON INDEPENDENT SCHOOL DISTRICT  
 Kitchen Equipment RFP# 2403-675-354  
 Combined Evaluation Matrix

Vendors	Evaluator 1	Evaluator 2	Evaluator 3	Group Totals
Pueblo Hotel Supply	75	75	78	228
Sam Tell and Son Inc (Inc)	78	77	79	234
Ace Mart Restaurant Supply	75	80	80	235
Associated Food Equipment and Supplies, Inc	70	69	70	209
Strategic Equipment LLC	83	81	81	245
Mission Restaurant Supply (Southwest Texas Equipment Distributor)	89	88	88	265
A-Tex Restaurant Supply, Inc.	73	73	77	223
Ts EQUIP-IT	60	66	71	197
Pasco Brokerage, Inc.	65	74	80	219
<b>Group Evaluation Matrix</b>				
<b>Date: Completed 5/1/2024</b>				

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Interlocal Agreement with Region 10 Multi-Region Purchasing Cooperative

**Contact Person:** Tammy Shannon

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

The Region 10 Multi-Region Purchasing Cooperative (R10MPRC) offers several formal, legally procured bids to assist districts with their food purchasing needs.

**Fiscal Implications:**

There is no fee to join. Goods procured through the co-op will be paid with budgeted funds.

**Administrative Recommendation(s):**

Approve the Interlocal Agreement with Region 10 Multi-Region Purchasing Cooperative as presented.



**ACTION REQUIRED!**  
**Due Date: February 29, 2024**

October 12, 2023

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY24-25

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") requires all Interlocal Agreements (hereinafter "Agreement") to be approved by each Recipient Agency's (hereinafter "RA") Board of Directors. Completed Agreements must be submitted with proof of Board approval. R10MRPC is also utilizing an annual, single-year agreement that encompasses both membership roles and responsibilities along with bid participation for the Agreement term. Region 10 Education Service Center is the "Coordinating Entity and Fiscal Agent" for R10MRPC.

This packet includes the complete Interlocal Agreement for RAs participating in the School Nutrition Programs that wish to purchase foodservice products or services through the R10MRPC formally procured and awarded bids. If the RA does not plan to purchase from any of the awarded bids, there is no need to complete an Interlocal Agreement.

The **Interlocal Agreement** (pages 3-11) is both a "membership and participation" agreement that commences on July 1<sup>st</sup> and extends through June 30<sup>th</sup> of the following calendar year. By signing the Agreement, you are agreeing to the General Provisions of Member Roles and Responsibilities along with your bid participation selection(s) indicating your entity's purchasing commitment. Members are now required to provide estimated quantities for each product planned for each bid category selected. This is done through a specialized software created by R10MRPC called "Maestro Forecasting."

The Multi-Region Purchasing Cooperative is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC and growth in services and benefits offered. Studies indicate that school districts benefit through cooperative participation with considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continue to rise annually. Studies prove that schools participating in a child nutrition purchasing cooperative receive better pricing and higher selection of products with higher fill rates. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising, paperwork, reduced time, and worry spent on the bidding process, as well as Industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 972-348-1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2024-2025 R10MRPC.

Sincerely,

Keri Warnick  
Program Coordinator

Enclosures

# INTERLOCAL AGREEMENT

The following Interlocal Agreement (pages 3-11) is to be completed by all recipient agencies (RA) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.

This Interlocal Agreement is a one-year agreement for the school year 2024-2025 (July 1, 2024 through June 30, 2025). If completed, a fully executed copy will be returned to the RA and kept on file with R10MRPC indefinitely.

Each RA wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each RA is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase prior to all bid renewals and new bids through Maestro Forecasting, the customized software program.

The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees or Authorized Representative and returned no later than February 29, 2024. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.

Please return pages 3-11 of the Agreement fully executed.

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**SY24-25: INTERLOCAL AGREEMENT**

*This Interlocal Agreement (hereinafter the “Agreement”) is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled “Membership Term” below. The Member Recipient Agency (RA) is responsible for paying any vendors invoices for goods and services purchased by RA through the effective termination date. Region 10 ESC is the MRPC “Coordinating Entity and Fiscal Agent.”*

**Contracting Parties**

<b>Region 10 Education Service Center</b> Fiscal Agent/Coordinating Entity	<b>057-950</b> County District Number	
District/Recipient Agency (RA)	RA County District Number	RA ID

**STATEMENT OF SERVICE’S TO BE PERFORMED**

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the “R10MRPC”) organizes and administers the child nutrition cooperative purchasing and commodity processing program for RA’s located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. There is no fee to join R10MRPC.

**MEMBERSHIP:**

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formally procured bids utilizing the competitive requests for proposals (RFP’s) method to assist RAs with their fiscal budgetary needs. RAs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation or bid renewal, members are required to provide estimated quantities/forecast for each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Foods for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System & Safety Training (services)
7. Fresh Produce & Raw Meats
8. Fresh Bread
9. Milk Full-Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages
14. Coffee Bar Products

## **LIMITATION OF AGREEMENT:**

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each participating RA sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the RA may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

## **GENERAL PROVISIONS:**

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation. Adding a RA may "materially change the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the RA may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new RA may become effective upon any new bids, rebids being awarded, new fiscal year, or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the RA. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.

7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the member. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent. R10MRPC is not allowed to collect a profit from sales of processed commodities through our full-line grocery distributor. All revenue from processed commodities minus commodity bid expenses, is fully rebated to the members participating on the processed commodity bid.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

**Membership Term.** This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1<sup>st</sup> and will extend through June 30<sup>th</sup> of the following calendar year.

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

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

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

**Authorization to Participate.** The R10MRPC and each RA represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval is acceptable to R10MRPC is required. If your school does not have a Board of Directors, the authorized representative's signature is acceptable.

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

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

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

**Governance.** R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulations. Procurement processes and procedures are governed by applicable law and regulation.

**Limitations of Liability.** The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action 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, even if it has been advised of the possibility of such damages.

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

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

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

#### **PARTY ROLES AND RESPONSIBILITIES:**

##### ***Role of the R10MRPC, through the Fiscal Agent:***

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement training as a group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests for Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
  - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
  - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.
  - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
  - d. Texas Education Code 44.031 relating to purchasing contracts.
  - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its RAs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
  - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.

8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
  - a. Track and assist RAs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
  - b. Assist RAs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - c. Provide RAs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
  - d. Provide the list of commodity items to RAs for purposes of obtaining quantity requests. This is done using an online software program.
  - e. Receive quantity requests from RAs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
  - f. Provide a delivery schedule, on behalf of each RA, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each RA.
10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all RAs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
12. Provide RAs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and RAs.
14. Provide RAs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.
15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
16. Act ethically always and in accordance with all federal, state, and local guidelines.
17. Create and monitor/host an Advisory Committee. The Advisory Committee is a voluntary member committee with a 2-year commitment that meets quarterly. The Committee goals are to act as liaison between R10MRPC and the membership base if needed, communicate information received from TDA to R10MRPC as necessary, and review or sample products to assist in the streamlining of offered bid awards and best products.

***Role of the RA:***

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing from selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software Maestro Forecasting or as requested by the Program Coordinator during any single-year term of Participation.

5. Comply with all USDA and TDA regulations.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the RA is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a participating RA in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC if needed, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas, along with other tasks.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
  - a. The RA shall access the Web Based Supply Chain Management (WBSCM) system on a regular basis to effectively manage USDA Foods entitlement, food requests, and allocations.
  - b. The RA shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, or other) on a regular basis; and report inventory issues to R10MRPC.
  - c. The RA shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - d. The RA shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
  - e. The RA shall attend and/or access MRPC trainings on the management of the USDA Foods program.

**BID PARTICIPATION SELECTIONS for SY 2024-2025**

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/RA, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2024, through June 30, 2025.

The R10MRPC formally procures several competitive RFPs (Request for Proposals) on behalf of all participating members. Each member is required to complete this Bid Participation Agreement and forecast all products planned for purchase if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, ***please place a check mark to the left of each bid listed below that you “plan” to use during the SY 2024-2025.*** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, members should seriously consider each selected bid as member forecasting of each product planned on each selected bid is required prior to the release of a new bid or renewal bid.

	Full-Line Grocery, NOI/FFS Distributor
	USDA Foods For Further Processing
	Milk: Full-Service Delivery
	Fresh Bread
	Ice Cream Novelties
	Beverages (container)
	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

	Dispensed Fruit Beverages
	Chips & Snacks
	Fresh Meats and Produce
	Small Wares
	Kitchen Chemicals & Cleaning Supplies
	Sanitation Systems & Safety Training
	Coffee Bar Products

**Please provide us with your district main address as listed on your website or in directory:**

<b>District Name</b>	<b>Campus/Bldg. Name</b>				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Street Number &amp; Name</b></td> <td style="width: 20%;"><b>City</b></td> <td style="width: 10%;"><b>State</b></td> <td style="width: 20%;"><b>Zip Code</b></td> </tr> </table>		<b>Street Number &amp; Name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Street Number &amp; Name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>		

## Interlocal Agreement for SY 2024-2025 Signature and Authorization Form

By signing this page, the RA confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2024, \_\_\_\_\_ and the Region 10 Education Service Center/Fiscal Agent  
District Name/Recipient Agency (RA)

enter into this Interlocal Agreement, including Bid Participation. As the authorized Agent for the Board of Trustees or Authorized Representative of the RA, I do hereby execute this Agreement on behalf of RA and intend to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

District/ Name	ESC Region	2023-2024 Enrollment
# Of Participating Campuses	County/Counties in Which Campuses are Located	
Printed Name: Primary Foodservice Contact	X	Signature: Primary Foodservice Contact
Email: Primary Contact	Date Signed	
Printed Name: Secondary Foodservice Contact	Phone: Primary Contact	
Phone: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	

**Board of Director Approval (or authorized rep): Signature Below or Meeting Minutes are acceptable.**

Printed Name: Authorized Board Director (or Authorized Representative)	
X	Signature: Authorized Board Director (or Authorized Representative)
	Date Signed

**Email Completed Agreement to: [angela.mccrary@region10.org](mailto:angela.mccrary@region10.org)**

**Below Area: For Region 10 MRPC Use Only**

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

## Bids Overview

Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is the list of RFPs that will be offered in SY24-25 and information if they will be new or renewed.

Bid Category	Bid Description	SY23-24 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY24-25
Beverages - Container	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	2022-01-12'	Yes	Coca Cola; Dr Pepper; Master's Distribution	3 of 5
Chips & Snacks	Smart Snack approved chips and snacks for a' la carte sales	2022-02-13'	Yes	Master's Distribution	3 of 5
Coffee Bar	Cold contained coffees, coffee beans or grounds, syrups, etc.... for Coffee Bars. Smart Snack compliant	2023-03	Yes	Caribou Coffee	2 of 5
Dispensed Fruit Beverages	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	2021-11	Yes	Trident Beverage	4 of 5
Fresh Bread	Direct delivery from bread vendor to campuses. Fresh bread products	2023-02	Yes	Bimbo Bakery, Flowers Bakery	2 of 5
Fresh Produce & Raw Meats	Fresh produce and raw meats; produce held to monthly market price	2023-04	Yes	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms; Hardie's; Freshpoint	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Full-Line Grocery, NOI & FFS	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	2021-02	TBD	Labatt	3 of 5
Ice Cream	Frozen Ice Cream novelties, delivered directly from vendor, smart snack compliant	2021-05	Yes	Blue Bonnet, Klement Distribution, Yumi Ice Cream	4 of 5
Kitchen Chemicals & Cleaning Supplies	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	2022-08	Yes	Complete Supply, Eco Lab, Kirby	3 of 5
Manufacturer Direct-to-District	Direct delivery in large quantities to approved RAs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.	2021-08	TBD	TBD	1 of 5
Milk - Full Service Delivery	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed by some vendors	2023-01	Yes	Hiland Dairy; DFA: Oak Farms & Gandy's	2 of 5
Sanitation Systems & Safety Training	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2021-15	Yes	SFS PortionPac	4 of 5
Small Wares	All types of small wares for foodservice needs	2022-09	Yes	Ace Mart, Sam Tell & Son, Strategic Equipment	3 of 5
USDA Foods for Further Processing	Processed USDA foods to be received through direct delivery, distributor or contracted warehouse	2021-22	Yes	Multiple processors approved by TDA	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Sanitation Systems & Safety Training 2	Supplemental Bid for Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2023-07	Yes	SFS PortionPac	2 of 5



**Belton Independent School District**  
***Board of Trustee Meeting Agenda Item***

***May 13, 2024***

**Item:** Low Attendance Day Waivers for 2023-2024

**Contact Person:** Shad McGaha

**Presented for:**  Action     Report Only

**Supporting Documents:**         None         Attached         Provided Later

**District Goal or Objective Addressed:**

Goal 2: Ensure exceptional learning experiences for each and every student.

**Background Information:**

TEA allows districts to submit a waiver for low attendance days due to weather, health, safety, or other special circumstances. In order to qualify for a waiver, a district or campus must have an attendance rate that is 10% lower than the same day the previous year. You are limited to 4,200 qualifying minutes using this waiver.

Belton ISD is requesting a low attendance day waiver for all campuses in the District for January 16, 2024. The total attendance for the day was 82.16% compared to 93.89% the previous year. The reason for the waiver is due to a late start.

The District is also requesting a low attendance day waiver for Lake Belton High School for April 19, 2024. The total attendance for the day was 73.71% compared to 93.89% the previous year. The reason for the waiver is due to an emergency situation at arrival time that resulted in low attendance and a high number of students leaving early from their normal school day.

**Fiscal Implications:**

None.

**Administrative Recommendation(s):**

Approve waivers as presented.



# Waivers

## 2023-2024 Application for Low Attendance Days Waiver

Waiver ID: 76875

### Application Information

**Category:** Attendance  
**Creator:** Shad McGaha, District Editor  
**Status:** Draft  
**Creation Date:** 5/8/2024  
**Approving Superintendent:**  
**Assigned To:** Shad McGaha

Related Waivers (7)

### LEA Contact

#### LEA Information

**\*First Name:**

Shad

**\*Last Name:**

McGaha

**\*Phone:**

(254) 215-2604

**Ext:**

**\*Email:**

shad.mcgaha@bisd.net

**LEA:** BELTON ISD (014903)

**Address:** P O BOX 269, BELTON, TX 76513-0269

**Phone:** (254) 215-2000

### Date of LEA Board of Trustees Approval

**\*Date:**



### Special Instructions

Please complete this waiver for Low Attendance Due to Weather or Health or Safety issues. Your district must include as attachments, documentation of low attendance for the day (including the reason for the low attendance rate and an ADA or PEIMS report showing the attendance rate on the date of low attendance) and the prior year's attendance report (PEIMS summary report showing the average for the year) for the district or applicable campus. See Student Attendance Accounting Handbook 3.8.1.4. This application is due by the end of July for the current school year. Please direct questions to the State Waiver Unit at <http://tea.texas.gov/index2.aspx?id=6635>.

You may enter each campus and the number of minutes attended on that date individually within a single waiver application. Alternatively, if your district wide attendance was at least 10 percentage points below your prior year average, you may select "All Campuses". If the number of minutes of operation varies by campus on the date of low attendance for "All Campuses", please report the greatest number of minutes on the date of low attendance in the "Number of Min on the Low Attendance Day". Please note that in PEIMS you will claim the actual number of minutes in operation on the specific date by campus. The waiver minute reporting is used to total the number of attendance related waiver minutes by year. Per Student Attendance Accounting Handbook 3.8.2 Closures for Bad Weather or Other Issues of Health or Safety, you are limited to 4,200 minutes for attendance waivers of any kind.

### ^ Campus Details

\* **Select Campus:**

\* **Date of Low Attendance:**  

**Reasons**

**Weather**

**Health**

**Safety**

**Other**

\* **At least one reason is required.**

\* **% of Attendance:**

\* **Average % of Attendance for Previous Year:**

*Please provide positive values in the range 0.01-99.99 in one of the following formats: 89, 89.00, 89.00%.*

\* **Number of Minutes on the Low Attendance Day:**  *Valid range 1-600*

**Save Campus**

**Clear**

### ^ LEA Summary

	Date	Campus Name	Reason(s)	% of Attendance	Avg. % Attendance for Previous Year	Minutes
<input type="button" value="Delete"/>	2024-01-16	ALL CAMPUSES	Weather	82.16	93.89	455

**^ LEA Attachments (0)**

There are no LEA attachments.

**Add Attachment**

**\*Attachment title**

 No file chosen

**^ Change History**

Click to expand.

**Complete & Route**

**Save**

**Cancel Application**

**Print PDF**

**Close**



# Waivers

**2023-2024 Application for Low Attendance Days Waiver**

**Waiver ID: 76876**

## Application Information

**Category:** Attendance  
**Creator:** Shad McGaha, District Editor  
**Status:** Draft  
**Creation Date:** 5/8/2024  
**Approving Superintendent:**  
**Assigned To:** Shad McGaha

Related Waivers (8)

## LEA Contact

### LEA Information

**\*First Name:**

Shad

**\*Last Name:**

McGaha

**\*Phone:**

(254) 215-2604

**Ext:**

**\*Email:**

shad.mcgaha@bisd.net

**LEA:** BELTON ISD (014903)

**Address:** P O BOX 269, BELTON, TX 76513-0269

**Phone:** (254) 215-2000

## Date of LEA Board of Trustees Approval

**\*Date:**



### Special Instructions

Please complete this waiver for Low Attendance Due to Weather or Health or Safety issues. Your district must include as attachments, documentation of low attendance for the day (including the reason for the low attendance rate and an ADA or PEIMS report showing the attendance rate on the date of low attendance) and the prior year's attendance report (PEIMS summary report showing the average for the year) for the district or applicable campus. See Student Attendance Accounting Handbook 3.8.1.4. This application is due by the end of July for the current school year. Please direct questions to the State Waiver Unit at <http://tea.texas.gov/index2.aspx?id=6635>.

You may enter each campus and the number of minutes attended on that date individually within a single waiver application. Alternatively, if your district wide attendance was at least 10 percentage points below your prior year average, you may select "All Campuses". If the number of minutes of operation varies by campus on the date of low attendance for "All Campuses", please report the greatest number of minutes on the date of low attendance in the "Number of Min on the Low Attendance Day". Please note that in PEIMS you will claim the actual number of minutes in operation on the specific date by campus. The waiver minute reporting is used to total the number of attendance related waiver minutes by year. Per Student Attendance Accounting Handbook 3.8.2 Closures for Bad Weather or Other Issues of Health or Safety, you are limited to 4,200 minutes for attendance waivers of any kind.

### ^ Campus Details

\* **Select Campus:**

\* **Date of Low Attendance:**  

**Reasons**

**Weather**

**Health**

**Safety**

**Other**

\* **At least one reason is required.**

\* **% of Attendance:**

\* **Average % of Attendance for Previous Year:**

*Please provide positive values in the range 0.01-99.99 in one of the following formats: 89, 89.00, 89.00%.*

\* **Number of Minutes on the Low Attendance Day:**  *Valid range 1-600*

**Save Campus**

**Clear**

### ^ LEA Summary

	Date	Campus Name	Reason(s)	% of Attendance	Avg. % Attendance for Previous Year	Minutes
<input type="button" value="Delete"/>	2024-04-19	LAKE BELTON H S-014903010	Safety	73.71	93.89	455

**^ LEA Attachments (0)**

There are no LEA attachments.

**Add Attachment**

**\*Attachment title**

 No file chosen

**^ Change History**

Click to expand.

**Complete & Route**

**Save**

**Cancel Application**

**Print PDF**

**Close**

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Staff Development Minutes Waiver for the 2024-2025 School Year

**Contact Person:** Gabi Nino

**Presented for:**  Action     Report Only

**Supporting Documents:**  None     Attached     Provided Later

---

**District Goal or Objective Addressed:**

Goal 2: Ensure exceptional learning experiences for each and every student.

**Background Information:**

TEA allows districts to submit a waiver for up to 2,100 minutes of staff development in the place of student instruction. This may come in the form of early release, late start, all day staff development or a combination.

Belton ISD is requesting the waiver in support of our professional learning days for teachers. The waiver is needed for professional development days outlined in the approved 2024-2025 school year calendar.

**Fiscal Implications:**

None.

**Administrative Recommendation(s):**

Approve waiver as presented.

## 2023-2024 Application for Staff Development Minutes Waiver

Waiver ID: 75678

### Application Information

**Category:** Expedited  
**Creator:** Jacklynn Nino, District Editor  
**Status:** Draft  
**Creation Date:** 4/23/2024  
**Approving Superintendent:**  
**Assigned To:** Jacklynn Nino

### LEA Contact

#### LEA Information

**\*First Name:**  **\*Last Name:**   
**\*Phone:**  **Ext:**   
**\*Email:**

**LEA:** BELTON ISD (014903)  
**Address:** P O BOX 269, BELTON, TX 76513-0269  
**Phone:** (254) 215-2000

### Date of LEA Board of Trustees Approval

**\*Date:**  

### Information

Pursuant to Texas Education Code (TEC) §25.081 this waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of:

- 2,100 minutes of student instruction for districts and charter schools that provide operational and instructional minutes; or
- 5 days of student instruction for charter schools that provide 180 days of operation

## Requested Years

### Years

2023-2024  A Staff Development waiver has been previously approved for the 2023-2024 school year.

2024-2025

\*At least one school year is required.

## ^ LEA Attachments (0)

There are no LEA attachments.

### Add Attachment

\*Attachment title

No file chosen

## ▼ Change History

Click to expand.

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waivers 2.24.3.4

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Interlocal Agreements with Houston ISD to Provide Medicaid Billing and Claiming Services for School Health and Related Services (SHARS) and Medicaid Administrative Claiming (MAC) Programs

**Contact Person:** Melissa Lafferty

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

---

**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Medicaid billing and claiming services for School Health and Related Services (SHARS) and Medicaid Administrative Claiming (MAC) Programs are complex and complicated programs for school districts. Both programs reimburse school districts for providing Medicaid services to students.

School districts partner with highly experienced third-party providers to assist them in the navigation of the programs and ensuring that they are compliant and maximizing their reimbursements for services.

Belton ISD has partnered with Houston ISD Medicaid Finance and Consulting Services for these services over the last four years and is requesting approval for an additional four-year renewal.

**Fiscal Implications:**

Houston ISD will be paid from the reimbursements based on the fee schedules attached to each agreement.

**Administrative Recommendation(s):**

Approve the Interlocal Agreements with Houston ISD as presented.

**INTERLOCAL AGREEMENT  
BETWEEN  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
AND  
BELTON INDEPENDENT SCHOOL DISTRICT  
REGARDING  
SCHOOL HEALTH AND RELATED SERVICES (SHARS) PROGRAM**

- I. **GENERAL:** An Interlocal Agreement (Agreement) is one of the six procurement methods allowed under Section 44.031, of the Texas Education Code. This Agreement is entered into by and between Houston Independent School District hereafter referred to as "HISD" and BELTON INDEPENDENT SCHOOL DISTRICT hereafter referred to as "BISD" or "client district" as the contracting parties, pursuant to Chapter 791, Texas Government Code, as amended. In consideration of the provisions, covenants and mutual responsibilities herein expressed, the parties hereto enter into this Agreement as follows:
- II. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incident to this Agreement shall lie in Harris County, Texas.
- III. **PURPOSE:** The purpose of this Agreement is for the HISD to manage and provide Medicaid Billing and Claiming Services for the BISD's School Health and Related Services (SHARS) Program. These services to be offered by HISD to BISD, and the duties and responsibilities of BISD, are described in "**EXHIBIT A: ROLES AND RESPONSIBILITIES**" section of this Agreement. The services of HISD are defined and limited to the claiming for Medicaid reimbursement of the SHARS program activities and associated costs.
- IV. **TERM AND TERMINATION:** This Agreement shall commence on **05/18/2024** and shall remain in effect until **05/17/2025** and this Agreement will be automatically renewed annually for three (3) consecutive years after the completion of the above term, except with 60 days advance written notice of termination by either party in accordance with this Agreement.

Either party may terminate this Agreement at any time without cause upon sixty (60) days advanced written notice to the other party. In the event of termination by either party, each party will cooperate with the other party to facilitate the turnover of materials and records as needed to assure continued support or on-going operations. Any rights each party has to receive revenues from Medicaid reimbursements shall survive termination of this Agreement to the extent that such revenues were completely earned for SHARS claims billed and/or for consulting services provided prior to the effective date of the termination of the Agreement.

- V. **DATA AND PROPRIETARY RIGHTS:** HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and all related materials originated and/or developed by HISD personnel. HISD will own all proprietary rights to all SHARS program billing records, documents, and proprietary or confidential information and/or trade secrets developed, created and/or originated by HISD prior to the commencement of this Agreement, or by HISD and BISD during the continuation of this Agreement. Upon termination of this Agreement according to provisions in Section IV above, the BISD shall make available to the HISD and turn over at HISD's request, all SHARS program billing records, documents, and proprietary information received from the HISD.

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

- VI. RECORDS, DOCUMENTS, AND CONFIDENTIALITY:** The BISD acknowledges and agrees not to disclose to any nonparty to this Agreement, other than as required to implement the terms of this Agreement, any SHARS records, documents, proprietary information, reports, operating information, financial data, or other business information, relating to the other parties without written permission from an HISD official, except as otherwise provided by the Texas Public Information Act or other applicable law.
- VII. CONFIDENTIAL AND PROPRIETARY INFORMATION:** The parties may provide technical information and expertise to each other that is either: **(1)** marked as being confidential or, **(2)** if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure **(i)** hold the disclosing party's Confidential Information in strict confidence, and **(ii)**, except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and **(iii)** use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply: **(a)** to any portion of a party's publicly known information through no wrongful act or omission on the part of the receiving party; **(b)** to any such information that is already known to the receiving party at the time of the disclosure without similar non-disclosure obligations; **(c)** to any such information that is rightfully received by the receiving party from a third party without similar non-disclosure obligations; **(d)** to any such information that is approved for release by written authorization of the disclosing party; or **(e)** to any such information that is required to be disclosed by order of a court or government body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.
- VIII. SHARS REVENUE:** SHARS revenue shall mean the following: **(1)** the gross Federal Share of the SHARS program's reimbursements before the allocation of gross Federal reimbursements between the State of Texas and the BISD, and **(2)** cash and any credits received by the State of Texas on the behalf of or for the BISD's benefit as a direct result of participating in the SHARS program.
- IX. COMPENSATION FOR SERVICES** HISD shall be compensated by the BISD in amounts based on the fee schedule listed in "**Exhibit B**" attached hereto and made a part of this Agreement.

HISD shall be entitled to payment for all current and retroactive claims successfully completed and for which SHARS revenue has been received by the BISD. HISD shall send BISD a monthly invoice of fees due to HISD and each invoice will be due and payable to HISD within 30 days of receipt of said invoice. Any error or disputed amount in an invoice submitted for payment by HISD shall be handled in accordance with the Prompt Pay Act (Chapter 2251 of the Texas Government Code), including Section 2251.402, and BISD's failure to comply with the provisions of the Prompt Pay Act shall constitute a waiver of any error or disputed amount in an invoice.

SHARS revenue for claims filed retroactively in accordance with regulatory Medicaid

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

guidelines in the Texas Medicaid Plan will be due and payable based on the current schedule listed in "Exhibit B" of this Agreement. The basis for claims filed retroactively is described in "Exhibit C" of this Agreement, which is made a part hereof. All invoices shall include appropriate documentation to support the payment. Upon termination of this Agreement, HISD shall be entitled to payment for all SHARS revenue for claims successfully transmitted to Texas Medicaid and Healthcare Partnership/Medicaid to date of termination, and as payment is received by BISD.

In the event that any federal and/or state agency shall demand return of any payments for claims remitted on behalf of BISD, including applicable interest, penalties, or charges related to such claims, BISD shall be responsible for reimbursement of all such amounts; in no event shall HISD refund any payments made by BISD to HISD under this Agreement.

In the unforeseen event that HISD must incur substantial increases in cost for personnel and/or material to keep in compliance with new Medicaid regulations, the parties to this Agreement mutually agree to negotiate a reasonable increase in fees or costs that would be incurred by the HISD to maintain Medicaid compliance.

Both Parties, in the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.

**X. EVENTS OF DEFAULT:** Upon the occurrence of an Event of Default (as hereafter defined) by either party to this Agreement, the non-defaulting party may terminate this Agreement effective thirty (30) days from the date of written notice to the defaulting party. Each of the following events constitutes an Event of Default:

- A. BISD fails to make any payments to HISD on or before the due date and fails to cure this delinquency within thirty (30) days of notice of such delinquency from HISD;
- B. BISD fails to perform or observe any other duty or obligation to be performed or observed by it under this Agreement, and such failure shall continue for thirty (30) days after written notice thereof from HISD to the BISD, or
- C. HISD fails to perform any of its duties hereunder, and such failure shall continue for thirty (30) days after written notice of such failure sent by the BISD to HISD.

**XI. CONFIDENTIALITY OF STUDENT CLINICAL OR MEDICAL DATA** BISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from BISD to anyone other than an employee of the BISD, who requires such information to perform hereunder, or an employee of HISD, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

HISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from the BISD to anyone other than an employee or agent of HISD who requires such information to perform hereunder, or as required in order to perform the claims Submission process, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

No information shall be deemed confidential unless designated as such in writing by the party asserting such confidential nature, or unless designated as confidential by law under any of the aforementioned statutes or other applicable laws, rules, or regulations.

- XII. CUSTOMER SUPPORT:** HISD will provide comprehensive client support services including the handling of all incoming client district calls during normal HISD business hours regarding the SHARS program or HISD client services related to SHARS reimbursement.

Upon mutual execution of this Agreement, HISD agrees, within 15 business days, to begin formal training and/or orientation with BISD on the finance and program processes and/or procedures of this SHARS program.

- XIII. IMMUNITY AND DISCLAIMER:** HISD does not waive or relinquish any immunity or defense on behalf of itself, and its trustees, officers, employees (paid or volunteer) and agents all in both their individual and official capacities, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

The Parties expressly agree that HISD has made no warranties whatsoever, express, or implied, regarding the accuracy, dependability, or viability of the data or the SHARS program or any products related to the SHARS reimbursement process.

HISD hereby expressly disclaims, and the BISD expressly agrees to such disclaimer, of any and all express and implied warranties with regard to the SHARS program and/or services provided by HISD under this Agreement, including, without limitation, any implied warranties of merchantability or fitness.

In no event shall HISD be liable for any loss, inconvenience, claims or damages, including without limitation, any damages for loss of business profits, business interruption, loss of any actual or potential SHARS revenue or reimbursements, or claims for reimbursement, or any other direct or indirect claims or causes of action, resulting from or arising out of this Agreement and the obligations herein.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against HISD.

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

- XIV. ERRORS AND OMISSIONS:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this agreement, provided such errors and omissions are reported as soon after discovery as possible.
- XV. SOLICITATION:** During the term of this Agreement, and for a period of one year thereafter, neither BISD nor HISD will solicit for employment, in areas related to Medicaid programs, any employees of the other party or its affiliates who directly participated in the work being performed hereunder.
- XVI. NO ASSIGNMENT:** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
- XVII. SECTION HEADINGS:** The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- XVIII. NOTICE:** Any notice required to be given under the provisions of the Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

**To: Houston Independent School District**

Attn: F. Mike Miles  
Superintendent of Schools  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

**Copy to:**

Attn: Dr. James Terry  
Chief Financial Officer  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

**To: BELTON INDEPENDENT SCHOOL DISTRICT**

Attn: Melissa Lafferty  
Chief Financial Officer  
400 N. Wall Street  
Belton, TX 76513

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

**XIX. MISCELLANEOUS:** This Agreement and Exhibits A-E attached hereto and incorporated herein shall constitute the complete understanding of HISD and BISD relative to the purpose of this Agreement and supersedes any other representatives, agreements, arrangements, negotiations, understandings, oral or written, between the parties to this Agreement and may not be modified in any manner without the express written consent of both parties.

If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect. All exhibits attached hereto are expressly made a part of this Agreement.

Neither HISD nor client district shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, pandemic, other catastrophes, or any other occurrences which are reasonably beyond HISD or client district. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated on grounds unrelated to force majeure. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HISD and client district shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event client district's performance of its obligations under this Agreement is delayed or stopped by a force majeure event for longer than ninety (90) days, HISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of HISD's or client district's contractual, legal, or equitable rights.

Except as otherwise expressly stated herein, no failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

Client district agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

In WITNESS WHEREOF, the parties hereto (who, by signing below represent and acknowledge they have legal authority to bind their respective governmental entity) have caused this Agreement to be duly executed as of the date(s) set forth herein.

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

**[SIGNATURE PAGE TO FOLLOW]**

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

**BELTON INDEPENDENT  
SCHOOL DISTRICT**

**HOUSTON INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Malinda Golden                      Date  
Superintendent of Schools

By: Not Required  
F. Mike Miles                              Date  
Superintendent of Schools

**APPROVED AS TO FUNDING/  
BUSINESS TERMS**

**APPROVED AS TO FUNDING/  
BUSINESS TERMS**

By: \_\_\_\_\_  
Melissa Lafferty                          Date  
Chief Financial Officer

By: \_\_\_\_\_  
James Terry, Ph.D, CPA, RTSBA      Date  
Chief Finance and Operations  
Officer

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Name:    Date  
General Counsel

By: \_\_\_\_\_  
Catosha Woods                              Date  
General Counsel

**E7988**

**EXHIBIT "A"**  
**ROLES AND RESPONSIBILITIES**

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**HOUSTON ISD/BILLING AGENT**

- 1) Assist the client district in obtaining a Medicaid Provider Identification Number.
- 2) Assist the client district in executing a provider contract as required by TMHP to file electronic claims.
- 3) Verify student eligibility for each claim submitted (**HISD pays for and maintains a direct-line access to the State Medicaid eligibility mainframe on behalf of all its school districts**).
- 4) Provide the client district with pre-printed or on-line SHARS service tickets generated from the client district's Medicaid eligible student list.
- 5) Process all required data to create and maintain student, clinician/therapist, and service files.
- 6) Process each SHARS claim generated by the client district's clinician or health care providers documenting each SHARS service provided to Medicaid eligible students.
- 7) Submit SHARS claim data to TMHP/Medicaid for SHARS reimbursement utilizing HISD billing software for electronic claims submission for which Medicaid reimbursement will be sought.
- 8) Provide the client district with support services for Claims Tracking for the client district's use in tracking monthly service tickets for SHARS Medicaid eligible students.
- 9) Issue monthly invoice for services provided to client district that discloses claims successfully processed, submitted, and subsequently paid by TMHP/Medicaid.
- 10) Maintain billing records including site storage for data stored at HISD.
- 11) Generate quarterly reports, which show: **(1)** SHARS revenue billed to date, and **(2)** SHARS revenue received to date.
- 12) Provide access to applicable documentation and records required by federal and state laws, rules and regulations, and guidelines for Medicaid or other governmental compliance.
- 13) Provide support with the Center for Medicare and Medicaid Services (CMS), Texas Health and Human Services Commission (THHSC), and Texas Education Agency (TEA) audits.
- 14) Provide client support Hot Line with free 1-800 long distance access during normal HISD business hours.
- 15) Monitor compliance with changing federal and state Medicaid laws.
- 16) Assist client district with the quarterly submission of the "Certification of Expended State Funds Letter" as required by CMS and THHSC.

## **BISD / CLIENT DISTRICT**

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- 1) Designate contact person(s) or coordinator to officially communicate and maintain on-going contact with the HISD
- 2) Obtain a Medicaid Provider Identification Number.
- 3) Execute a provider contract as required by TMHP to file electronic claims.
- 4) Authorize HISD to act as billing agent by executing **Billing Service Authorization per "Exhibit D"** of this Agreement.
- 5) Submit a listing, and/or data base of all of BISD's special education students for HISD to determine SHARS Medicaid eligibility, and update list as required by HISD.
- 6) Submit copies of monthly SHARS service tickets to HISD for claims processing and submission.
- 7) Maintain source documentation for a period of seven (7) years on services for which SHARS claims were filed.
- 8) Warrant to the best of the knowledge of the client district, its agents, officers, and employees, the accuracy, reliability, and completeness of any and all information submitted to HISD.
- 9) Pay monthly invoices received from HISD for SHARS revenue received and services provided to BISD in accordance with the **Current Fee Schedule in "Exhibit B"** of this Agreement.
- 10) Require clinicians and SHARS service providers to complete monthly pre-printed SHARS Service Tickets for monthly processing and claims submission for Medicaid reimbursement.
- 11) Authorize HISD as billing agent, by executing Release of Information as per **"Exhibit E"** to obtain a copy of the client district quarterly **"Certification of Expended State Funds Letter"** from TMHP.
- 12) Maintain documentation related to certifications, licensures, etc. of all staff/service providers for whose services client district is seeking SHARS reimbursement.
- 13) Maintain individual education programs (IEPs) within the school-based Medicaid program guidelines for all services for which client district is seeking SHARS reimbursement.
- 14) Maintain necessary paperwork related to all Medicaid-required referrals, orders, and/or recommendations for services for which the client district is seeking SHARS reimbursement.
- 15) Maintain attendance records.
- 16) Maintain actual cost data for covered services.
- 17) Provide other information and services as requested by HISD in order to successfully complete the SHARS claim process.

**EXHIBIT "B"**  
**FEE SCHEDULE**

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**HISD SERVICE FEE SCHEDULE  
BELTON INDEPENDENT SCHOOL DISTRICT  
ELECTRONIC CLAIM SUBMISSION**

<p><b>HISD SERVICE FEE SCHEDULE FOR CLIENT DISTRICT'S PAID SHARS CLAIMS</b></p>
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<p>SERVICE FEE OF 5% OF ALL SHARS REVENUE RECEIVED, \$1200 ANNUAL TECHNOLOGY INFRASTRUCTURE FEE 0% OF COST REPORT</p>
---

**PLEASE NOTE:**

- 1) Service fee will only apply to PAID CLAIMS that generated SHARS revenue.
- 2) Annual Technology Infrastructure Fee will be invoiced and payable on October 1<sup>st</sup> of each year.
- 3) Annual contract renewals will be effective MAY 18TH of each consecutive year.

**EXHIBIT "C"**  
**RETROACTIVE CLAIMS**

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For retroactive claims submitted during the period designated in the Texas Medicaid Plan, HISD shall be entitled to payment only for claims successfully completed and for which SHARS revenue has been received by the BISD during the term of this Agreement. Billings by HISD under this Agreement shall be due and payable only for claims for which BISD has received reimbursement(s). Fees due and payable will be based on the fee schedule in "**Exhibit B**" of this Agreement. These terms apply only to the retroactive claim filing period as designated by the Texas Health and Human Services Commission (THHSC) and do not impact claims incurred during the current academic year.

**EXHIBIT "D"**  
**BILLING SERVICE AUTHORIZATION**

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This form authorizes the Houston Independent School District through its billing software service to act on the behalf of BISD in meeting the requirements authorized in the following paragraphs, when submitting Medicaid claims on behalf of BISD.

This is also to certify that information appearing on billings submitted by BISD for the Texas Medical Assistance Program is and will be true, accurate and complete. BISD understands that payment of any Texas Medical Assistance Program claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws. These certifications are made in accordance with requirements found at 42 Code Federal Regulations 455.18 and 455.19.

BISD also certifies that the items billed to the Texas Medical Assistance Program are and will be for services that have been and will be provided by BISD, and in cases of physician services, the services, supplies, or other items billed have been and will be medically necessary for the diagnosis or treatment of the condition of the patients, and are provided without regard to race, color, sex, national origin, age, or handicap.

Additionally, BISD agrees to keep such records as are necessary to disclose fully the extent of services provided to individuals under the Texas Medical Assistance Program and to furnish and provide access to information regarding any payment claimed for providing such services as the State Agency, Attorney General's Office, and Department of Health and Human Services (HHS) Office may request for seven (7) years from date of service, or until any dispute is settled, whichever occurs first.

BISD agrees to accept the amounts paid by the Medicaid program as full payment for the services rendered for which a Medicaid benefit is provided under the Texas Medical Assistance Program.

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
SHARS Program

This form, to be retained in HISD files, bears BISSD's original authorized signature:

**NPI # 1861510430**

Medicaid Provider Number

**BELTON INDEPENDENT SCHOOL  
DISTRICT**

Provider (District Name)

**400 N. Wall Street**

P.O. Box / Street

**Belton, TX 76513**

City/State/Zip

**Dr. Malinda Golden**

Name of Authorized Representative

Authorized Signature

**Superintendent of Schools**

Title

Date

**EXHIBIT "E"**

**RELEASE OF INFORMATION**

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BELTON INDEPENDENT SCHOOL DISTRICT authorizes HISD, as billing agent, to obtain a copy of the quarterly **"Certification of Expended State Funds Letter"** from the Texas Medicaid and Healthcare Partnership (TMHP) at the time it is sent to the district.

EXECUTED ON: \_\_\_\_\_

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

Dr. Malinda Golden  
Printed Name

Superintendent of Schools  
Title

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
AND  
BELTON INDEPENDENT SCHOOL DISTRICT  
MEDICAID ADMINISTRATIVE CLAIMING (MAC) PROGRAM**

- I. **GENERAL** An Interlocal Agreement (Agreement) is one of the six procurement methods allowed under Section 44.031, of the Texas Education Code. This Agreement is entered into by and between Houston Independent School District hereafter referred to as "HISD" and BELTON INDEPENDENT SCHOOL DISTRICT hereafter referred to as "BISD" or "Client District" as the contracting parties, pursuant to Chapter 791, Texas Government Code, as amended. In consideration of the provisions, covenants and mutual responsibilities herein expressed, the parties hereto enter into this Agreement as follows:

Both Parties, in the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.

- II. **GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incident to this Agreement shall lie in Harris County, Texas.
- III. **PURPOSE** The purpose of this Agreement is for the HISD to manage and provide Medicaid Billing and Claiming Services for the BISD's Medicaid Administrative Claiming (MAC) Program. These services to be offered by HISD to BISD, and the duties and responsibilities of BISD, are described in "**EXHIBITS A and B: ROLES AND RESPONSIBILITIES**" section of this Agreement. The services of HISD are defined and limited to the claiming for Medicaid reimbursement of the MAC program activities and associated costs.
- IV. **TERM** This Agreement shall commence on MAY 18, 2024 and shall remain in effect until MAY 17, 2025 and this Agreement will be automatically renewed annually for three (3) consecutive years after the completion of the above term, except with 60 days advance written notice of termination by either party in accordance with this Agreement.

Either party may terminate this Agreement at any time without cause upon sixty (60) days advanced written notice to the other party. In the event of termination by either party, each party will cooperate with the other party to facilitate the turnover of materials and records as needed to assure continued support or on-going operations. Any rights each party must receive revenues from Medicaid reimbursements shall survive termination of this Agreement to the extent that such revenues were completely earned for MAC claims billed and/or for consulting services provided prior to the effective date of the termination of the Agreement.

- V. **DATA AND PROPRIETARY RIGHTS** HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and all related materials originated and/or developed by HISD personnel in the course of performing the work and services associated with this Agreement ("Work").
- VI. **RECORDS, DOCUMENTS, AND CONFIDENTIALITY** HISD will own all proprietary rights to all MAC program billing records, documents, and Proprietary or confidential information and/or trade secrets developed, created and/or originated by HISD and BISD either prior to the commencement or during the continuation of this Agreement. Upon termination according to provisions in the "TERM" section of this Agreement, the BISD shall make available to the HISD and turn over at HISD's request, all MAC program billing records, documents, and Proprietary information received from the HISD.
- The BISD acknowledges and agrees not to disclose to any nonparty to this Agreement, other than as required to implement the terms of this Agreement, any MAC records, documents, proprietary information, reports, operating information, financial data or other business information, relating to the other parties without written permission from an HISD official, except as otherwise provided by the Texas Public Information Act or other applicable law.
- VII. **CONFIDENTIAL AND PROPRIETARY INFORMATION** The parties may provide technical information and expertise to each other that is either: **(1)** marked as being confidential or, **(2)** if delivered in oral form, is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure **(i)** hold the disclosing party's Confidential Information in strict confidence, and **(ii)**, except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and **(iii)** use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply: **(a)** to any portion of a party's publicly known information through no wrongful act or omission on the part of the receiving party; **(b)** to any such information that is already known to the receiving party at the time of the disclosure without similar non-disclosure obligations; **(c)** to any such information that is rightfully received by the receiving party from a third party without similar non-disclosure obligations; **(d)** to any such information that is approved for release by written authorization of the disclosing party; or **(e)** to any such information that is required to be disclosed by order of a court or government body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.
- VIII. **MAC REVENUE** MAC revenue shall mean the following; **(1)** the gross Federal Share of the MAC program's reimbursements before the allocation of gross Federal

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
MAC Program

reimbursements between the State of Texas and the BISD, and (2) cash and any credits received by the State of Texas on the behalf of or for the BISD'S benefit as a direct result of participating in the MAC program.

- IX. **COMPENSATION FOR SERVICES** HISD shall be compensated by the BISD in amounts based on the fee schedule listed in "Exhibit C" attached hereto and made a part of this Agreement.

HISD shall be entitled to payment for all current claims successfully completed and for which reimbursement has been received by the BISD. HISD shall send BISD a quarterly invoice of fees due to HISD and each invoice will be due and payable to HISD within 30 days as per Exhibit C.

In the event that any federal and/or state agency shall demand return of any payments for claims previously remitted on behalf of BISD, including applicable interest, penalties, or charges related to such claims, BISD shall be responsible for reimbursement of all such amounts.

In the unforeseen event that HISD must incur substantial increases in cost for personnel and/or material to keep in compliance with new Medicaid regulations, the parties to this Agreement mutually agree to negotiate a reasonable increase in fees or costs that would be incurred by the HISD to maintain Medicaid compliance.

- X. **EVENTS OF DEFAULT** Upon the occurrence of an Event of Default (as hereafter defined) by either party to this Agreement, the non-defaulting party may terminate this Agreement effective thirty (30) days from the date of written notice to the defaulting party. Each of the following events constitutes an Event of Default:

- A. BISD fails to make any payments to HISD on or before the due date and fails to cure this delinquency within thirty (30) days of notice of such delinquency from HISD;
- B. BISD fails to perform or observe any other duty or obligation to be performed or observed by it under this Agreement, and such failure shall continue for thirty (30) days after written notice thereof from HISD to the BISD, or
- C. HISD fails to perform any of its duties hereunder, and such failure shall continue for thirty (30) days after written notice of such failure sent by the BISD to HISD.

- XI. **CONFIDENTIALITY OF STUDENT CLINICAL OR MEDICAL DATA** BISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from BISD to anyone other than an employee of the BISD, who requires such information to perform hereunder, or an employee of HISD, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA),

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
MAC Program

Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

HISD shall not, during or subsequent to the term of this Agreement, directly or indirectly disclose confidential information or clinical data of students from the BISD to anyone other than an employee or agent of HISD who requires such information to perform hereunder, or as required in order to perform the claims Submission process, except as otherwise may be required by the terms of the Texas Public Information Act, the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), or pursuant to subpoena or court order.

No information shall be deemed confidential unless designated as such in writing by the party asserting such confidential nature, or unless designated as confidential by law under any of the aforementioned statutes or other applicable laws, rules or regulations.

- XII. IMMUNITY AND DISCLAIMER** HISD does not waive or relinquish any immunity or defense on behalf of itself, and its trustees, officers, employees (paid or volunteer) and agents all in both their individual and official capacities, as a result of the execution of this Agreement and performance of the functions or obligations described herein.

The Parties expressly agree that HISD has made no warranties whatsoever, express or implied, regarding the accuracy, dependability or viability of the data or the MAC program or any products related to the MAC reimbursement process.

HISD hereby expressly disclaims, and the BISD expressly agrees to such disclaimer, of any and all express and implied warranties with regard to the MAC program including, without limitation, any implied warranties of merchantability or fitness.

In no event shall HISD be liable for any loss, inconvenience, claims or damages, including without limitation, any damages for loss of business profits, business interruption, loss of any actual or potential MAC reimbursements, or claims for reimbursement, or any other direct or indirect claims or causes of action, resulting from or arising out of this Agreement and the obligations herein.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against HISD.

- XIII. ERRORS AND OMISSIONS** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this agreement, provided such errors and omissions are reported as soon after discovery as possible.

- XIV. SOLICITATION** During the term of this Agreement, and for a period of one year thereafter, neither BISD nor HISD will solicit for employment, in areas related to

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
MAC Program

Medicaid programs, any employees of the other party or its affiliates who directly participated in the work being performed hereunder.

- XV. NO ASSIGNMENT** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
- XVI. SECTION HEADINGS** The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- XVII. NOTICE** Any notice required to be given under the provisions of the Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

**To: Houston Independent School District**

Attn: F. Mike Miles  
Superintendent of Schools  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

**Copy to:**

Attn: Dr. James Terry  
Chief Financial Officer  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

**To: BELTON INDEPENDENT SCHOOL DISTRICT**

Attn: Melissa Lafferty  
Chief Financial Officer  
400 N. Wall Street  
Belton, TX 76513

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
MAC Program

**XVIII. MISCELLANEOUS** This Agreement shall constitute the complete understanding of HISD and BISD and may not be modified in any manner without the express written consent of both parties.

If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect. All exhibits attached hereto are expressly made a part of this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date(s) set forth herein.

Interlocal Agreement Between Houston ISD and BELTON INDEPENDENT SCHOOL DISTRICT re.  
MAC Program

**BELTON INDEPENDENT  
SCHOOL DISTRICT**

**HOUSTON INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Malinda Golden                      Date  
Superintendent of Schools

By: Not Required  
\_\_\_\_\_  
F. Mike Miles                              Date  
Superintendent of Schools

**APPROVED AS TO FUNDING/  
BUSINESS TERMS**

**APPROVED AS TO FUNDING/  
BUSINESS TERMS**

By: \_\_\_\_\_  
Melissa Lafferty                              Date  
Chief Financial Officer

By: \_\_\_\_\_  
James Terry, Ph.D, CPA, RTSBA      Date  
Chief Finance and Operations Officer

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Name:    Date  
General Counsel

By: \_\_\_\_\_  
Catosha Woods                              Date  
General Counsel

**E7989**

**EXHIBIT "A"**  
**ROLES AND RESPONSIBILITIES**

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**HOUSTON ISD / BILLING AGENT**

- 1) Provide training of appropriate BISD staff on the claiming procedures, if applicable, deemed by HISD.
- 2) Review BISD's Indirect Cost Rate for cost allocation of allowable cost.
- 3) Provide assistance with analyzing fiscal and/or financial data required for the MAC claim, including cost finding analysis of General Ledger (G/L) expenditures and the development of structured reports, including mapping G/L expenditures to capture allowable MAC cost.
- 4) Enter and/or certify the financial information within HHSC financial reporting system.
- 5) Prepare the processed MAC quarterly claim for BISD to submit to the Texas Department of Health and Human Services.
- 6) Provide on-site at BISD support and technical assistance with the Texas Health and Human Services Commission, Office of Inspector General, and Texas Education Agency audits, and other required meetings with Federal and/or State Officials.
- 7) Monitor recoveries to ensure receipt of MAC monies after the claim has been approved.
- 8) Maintain toll-free telephone support for BISD to answer questions as needed during normal business hours.
- 9) Monitor compliance with changing Federal and State Medicaid laws.
- 10) Cooperate with BISD in the development of strategies for legislative changes and improvements for school districts for Federal/State Medicaid reimbursement programs.

**EXHIBIT "B"**  
**ROLES AND RESPONSIBILITIES**

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**BISD / CLIENT DISTRICT**

- 1) Assist and train BISD time study participants on the MAC program requirements for RMTS on a quarterly basis via the state approved RMTS quarters.
- 2) Implement a system including a schedule to deliver necessary records and documents to HISD (billing agent) on a regular and timely basis.
- 3) In each of the quarters, gather the financial data that is required to compute the MAC claims on behalf of BISD.
- 4) Assign an "Official MAC Project Coordinator" to serve as a contact person for program requirements needed by HISD.
- 5) Participate, when necessary, with State or Federal Medicaid audits and/or reviews that will occur to fully disclose the fiscal or programmatic operations of the BISD program, or specific quarterly MAC claim under review.
- 6) Perform other duties and obligations as set forth in this Interlocal Agreement between HISD and BISD.
- 7) Grant HISD full access to BELTON INDEPENDENT SCHOOL DISTRICT "MAC Financials" and "RMTS Participant Listing" as Secondary Contact in the Fairbanks LLC system to complete the MAC quarterly claim.
- 8) Maintain source documentation for a period of seven (7) years on services for which MAC claims were filed.
- 9) Warrant to the best of the knowledge of the district, its agents, officers, and employees, the accuracy, reliability, and completeness of any and all claim information submitted to HISD.
- 10) Pay quarterly invoices received from HISD for MAC Medicaid revenue received and services provided to BISD in accordance with the **Current Fee Schedule** in "Exhibit C" of this Agreement.
- 11) Provide other information and services as required in order to successfully complete the MAC claim process.

**EXHIBIT "C"**  
**FEE SCHEDULE**

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**HISD SERVICE FEE SCHEDULE  
BELTON INDEPENDENT SCHOOL DISTRICT  
MEDICAID ADMINISTRATIVE CLAIMING (MAC)**

**MFCS – HISD CONSULTING SERVICE FEE FOR CLIENT DISTRICT**

<b>MAC CLAIM QUATERLY AMOUNT</b>	<b>HISD FEE PER QTR BASED</b>
\$ 0.00 - \$ 2,500.00	\$ 250.00
\$ 2,501.00 - \$ 5,000.00	\$ 500.00
\$ 5,001.00 - \$ 10,000.00	\$ 1,000.00
\$ 10,001.00 - \$ 30,000.00	\$ 1,500.00
\$ 30,001.00 - \$ 50,000.00	\$ 2,000.00

**PLEASE NOTE:**

- 1) Contract renewals will be effective May 18th of each consecutive year.
- 2) Payment of fees to HISD must be made on or before the due date of monthly invoice received from HISD.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Change Order #1 to Contract with CORE Construction for Belton High School Bond Project

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Guaranteed Maximum Price (GMP) #1 for construction of the Belton High School bond project was approved by the Board in April 2023 and GMP #2 for construction of the Belton High School bond project was approved by the Board in May 2023.

The sum of these two GMPs represents the maximum total cost for construction of this project. Change Order #1 for the Belton High School bond project reduces the total GMP for this project. This savings is the result of further investigation and review during the design process of existing conditions. Campus and district stakeholders agreed the existing plastic laminate wall panels in the corridors of the existing building remain in good condition and do not warrant replacement at this time. For this reason the allowance item approved in GMP #2 for this particular scope of work will be eliminated from the construction contract. This savings will be returned to the 2022 bond fund for use on the remaining approved projects from the 2022 Bond Program.

**Fiscal Implications:**

This Change Order reduces the total GMP for construction of the Belton High School bond project. This reduction in cost will allow these funds to be returned to the 2022 Bond Program for use on other approved projects.

**Administrative Recommendation(s):**

Recommend the Board approve deductive Change Order #1 in the amount of \$350,000 being returned to the District from the Belton High School bond project, and authorize the Superintendent to execute this change order document.



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
2259.00 Belton High School  
600 Lake Rd  
Belton, TX 76513

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date:

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: April 22, 2024

**OWNER:** *(Name and address)*  
Belton Independent School District  
400 N Wall St  
Belton, TX 76513

**ARCHITECT:** *(Name and address)*  
O'Connell Robertson Austin  
811 Barton Springs Road  
Suite 900  
Austin, TX 78704

**CONTRACTOR:** *(Name and address)*  
CORE Construction  
6320 Research Rd, #200  
Frisco, TX 75033

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

BHS Budget reduced by \$350,000.00 from deleting Allowance 7: Interior Finishes.

The original Contract Sum was	\$ 31,072,221.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 31,072,221.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 350,000.00
The new Contract Sum including this Change Order will be	\$ 30,722,221.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

O'Connell Robertson  
**ARCHITECT** *(Firm name)*

CORE Construction  
**CONTRACTOR** *(Firm name)*

Belton Independent School District  
**OWNER** *(Firm name)*

*Travis Lowe*  
**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Travis Lowe, CA  
**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

April 22, 2024  
**DATE**

**DATE**

**DATE**

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Change Order #1 to Contract with CORE Construction for Lake Belton Middle School Bond Project

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Guaranteed Maximum Price (GMP) #1 for construction of the Lake Belton Middle School bond project was approved by the Board in April 2023. GMP #2 for construction of the Lake Belton Middle School bond project was approved by the Board in May 2023.

The sum of these two GMPs represents the maximum total cost for construction of this project. Change Order #1 for the Lake Belton Middle School bond project reduces the total GMP for this project. This savings is the result of eliminating three allowance items approved in GMP#2. The savings from this change order will be returned to the 2022 bond fund for use on the remaining approved projects from the 2022 Bond Program.

**Fiscal Implications:**

This Change Order reduces the total GMP for construction of the Lake Belton Middle School bond project. This reduction in cost will allow these funds to be returned to the 2022 Bond Program for use on other approved projects.

**Administrative Recommendation(s):**

Recommend the Board approve deductive Change Order #1 in the amount of \$415,000 being returned to the District from the Lake Belton Middle School bond project, and authorize the Superintendent to execute this change order document.



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
2258.00 Lake Belton Middle School

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date:

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: April 22, 2024

**OWNER:** *(Name and address)*  
Belton Independent School District  
400 N Wall St  
Belton, TX 76513

**ARCHITECT:** *(Name and address)*  
O'Connell Robertson Austin  
811 Barton Springs Road  
Suite 900  
Austin, TX 78704

**CONTRACTOR:** *(Name and address)*  
CORE Construction  
6320 Research Rd, #200  
Frisco, TX 75033

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

LBMS Budget reduced by \$415,000 to delete the following allowances:

- Allowance 1: Relocate Portables (\$40,000.00)
- Allowance 2: City Comments (\$25,000.00)
- Allowance 7: Building Entry Renovation (\$350,000.00)

The original Contract Sum was	\$ 11,405,659.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 11,405,659.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 415,000.00
The new Contract Sum including this Change Order will be	\$ 10,990,659.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

O'Connell Robertson  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

CORE Construction  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

Belton Independent School District  
\_\_\_\_\_  
**OWNER** *(Firm name)*

*Travis Lowe*  
\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

Travis Lowe, CA  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

April 22, 2024  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Change Order #1 to Contract with CORE Construction for Southwest Elementary School Bond Project

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Guaranteed Maximum Price (GMP) #1 for construction of the Southwest Elementary School bond project was approved by the Board in April 2023. GMP #2 for construction of the Southwest Elementary School bond project was approved by the Board in May 2023. GMP #3 for construction of the Southwest Elementary School bond project was approved by the Board in June 2023.

The sum of these three GMPs represents the maximum total cost for construction of this project. Change Order #1 for the Southwest Elementary School bond project reduces the total GMP for this project. The funds being returned to the District in this action represent a portion of buyout savings realized once the construction manager finalized negotiations and contracts with trade partners and suppliers working on this project. The savings from this change order will be returned to the 2022 bond fund for use on the remaining approved projects from the 2022 Bond Program.

**Fiscal Implications:**

This Change Order reduces the total GMP for construction of the Southwest Elementary School bond project. This reduction in cost will allow these funds to be returned to the 2022 Bond Program for use on other approved projects.

**Administrative Recommendation(s):**

Recommend the Board approve deductive Change Order #1 in the amount of \$250,000 being returned to the District from the Southwest Elementary School bond project, and authorize the Superintendent to execute this change order document.



# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
2022 Building Program - Southwest  
Elementary School  
611 Saunders St.  
Belton, Texas 76513

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: 07/01/2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
  
Date: 05/01/2024

**OWNER:** *(Name and address)*  
Belton Independent School District  
400 N. Wall St.  
Belton, Texas 76513

**ARCHITECT:** *(Name and address)*  
PBK  
6300 Bridge Point Pkwy. Suite 2-115  
Austin, Texas 78730

**CONTRACTOR:** *(Name and address)*  
CORE Construction Services of TX, Inc.  
6320 Research Rd.  
Frisco, Texas 75033

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Deductive change order to recover partial realized Buyout Savings.

The original Contract Sum was	\$	15,986,958.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	15,986,958.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	250,000.00
The new Contract Sum including this Change Order will be	\$	15,736,958.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

PBK  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

CORE Construction Services of TX, Inc.  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

Belton Independent School District  
\_\_\_\_\_  
**OWNER** *(Firm name)*

  
\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

Luis Salazar, Principal  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

05/01/2024  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Amendment to Sales Agreement for House Located at 433 N. Beal Street, Belton, TX

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

At the regular meeting on April 15, 2024, the Board approved the sale of the property located at 433 N. Beal Street, Belton, TX, to Randall Tucker Glaske/Contreras Construction Group. Due to an error in the proposal document and additional considerations offered by the buyer, we are asking to approve the amended contract to purchase the dwelling at 433 N. Beal Street, Belton, TX.

**Fiscal Implications:**

This project will be funded by the general fund.

**Administrative Recommendation(s):**

Approve the amended contract for the sale of the dwelling located at 433 N. Beal Street, Belton, TX, and authorize the Superintendent to execute the contract.



**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Selection of Construction Delivery Method for Charter Oak Elementary Drainage Project and Delegate Authority to the Superintendent regarding the Project

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Since construction, there have been concerns and issues with the 30" storm drain along Charter Oak Elementary School's eastern boundary. This proposal will improve drainage for both adjacent land and the school, integrating with the City of Temple's infrastructure.

**Fiscal Implications:**

This project will be paid from the general fund.

**Administrative Recommendation(s):**

Approve using Competitive Sealed Proposal as the Charter Oak Elementary drainage project delivery method. Authorize the Superintendent to issue a Request for Competitive Sealed Proposals, establish a selection committee to evaluate and rank the proposals, and negotiate and execute a contract with the selected vendor.

**RESOLUTION**  
**BELTON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_, 2024

STATE OF TEXAS                   §  
  §  
COUNTY OF BELL                 §

WHEREAS, the Texas Government Code § 2269.056 provides that the board of trustees of a school that is considering a construction contract using a method other than competitive bidding must, before advertising, determine which method provides the best value for the school; and

WHEREAS, the District is currently considering the following construction projects (the “Project”), which will require the designation and use of a method specified by Texas Government Code Chapter 2269:

- **Drainage and related improvements at Charter Oaks Elementary School and adjacent non-District property**

WHEREAS, the Board of Trustees is of the opinion that the Competitive Sealed Proposals method of delivery provides the best value for the District on each of the Projects; and

WHEREAS, the Board of Trustees finds that improvements to mitigate drainage effects on the land adjacent to the Charter Oaks Elementary School site and not owned by the District will benefit the Charter Oaks Elementary School site by, among other things, allowing for more efficient and appropriate drainage from the Charter Oaks Elementary School site;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES that,

1. The above-stated method of delivery is determined to provide the best value for the District on each of the Projects.
2. The Board delegates to the Superintendent the following authority:
  - a. Authority to execute a contract with a design professional for the design and administration of the Project, as well as to approve the final design.
  - b. Authority to determine the selection criteria, weights, and methodology for procurement of the Project, and to publish the appropriate procurement instrument for each Project and to advertise and solicit responses thereto, and to rank responses.
  - c. Authority to execute a contract for the construction of the Project.

3. The prevailing wage rate schedule previously adopted by the Board (Belton ISD 2022 Prevailing Wage Rates) for BISD, is adopted as the prevailing wage rate schedule for the Project.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF TRUSTEES on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BELTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Secretary, Board of Trustees

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**May 13, 2024**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding Reorganization of the Board

**Contact Person:** Dr. Malinda Golden

**Presented for:**  Action     Report Only

**Supporting Documents:**  None     Attached     Provided Later

**District Goal or Objective Addressed:**

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.

**Background Information:**

In accordance with the Board Operating Procedures, each year the Board shall elect a President, a Vice President, and a Secretary. Each officer should have completed their annual required continuing education hours on time and completed at least one year of board service. Board officers shall serve for a one-year term or until a successor is elected. Officers may serve three consecutive terms, except in extenuating circumstances as determined by the Board.

**Fiscal Implications:**

N/A

**Administrative Recommendation(s):**

Please make a separate motion for each Board Officer position.

- I move the Board appoint \_\_\_\_\_, President of the Board of Trustees.
- I move the Board appoint \_\_\_\_\_, Vice President of the Board of Trustees.
- I move the Board appoint \_\_\_\_\_, Secretary of the Board of Trustees

**OR**

A motion is made to table this item until a future meeting.