

**WACO INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING
WISD Conference Center
115 S 5th Street
Waco, Texas 76701**

Thursday, October 27, 2022 - 6:00 PM

A Regular Meeting of the Board of Trustees of Waco Independent School District will be held October 27, 2022, beginning at 6:00 PM in the WISD Conference Center, 115 S 5th Street, Waco, Texas.

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 this meeting notice/agenda.

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

AGENDA

1. **Call to Order**
2. **Public Comments on Agenda Items**
3. **Moment of Silence and Pledge of Allegiance**
4. **Special Recognitions**
 - 4.A. Pledge Leaders
 - 4.B. National Merit Commended Scholar
 - 4.C. Sumdog Math Competition
 - 4.D. Laura Bush Foundation for America's Libraries Grant
 - 4.E. University High School Earns Reader's Choice Award
 - 4.F. Community Partner Award
5. **Superintendent's Report**
 - 5.A. Thanksgiving Family Lunches
 - 5.B. G.W. Carver Middle School Student Ambassadors
 - 5.C. G.W. Carver Art Project Design Concept
 - 5.D. High School Musical Productions
 - 5.E. Staff Appreciation and Wellness Activities
6. **Public Meeting on the 2022 Annual Financial Accountability Management Report (School FIRST)**

Presenter: Sheryl Davis
7. **Information Items/Reports**
 - 7.A. Report on the 2022 Delinquent Tax Collections
 - 7.B. Monthly and Quarterly Financial Reports for the Period Ended August 31, 2022
 - 7.C. Emergent Bilinguals Annual Evaluation and Program Report
 - 7.D. Report on Gifts to Waco ISD
8. **Consent Agenda: Consider and Take Appropriate Action**

- 8.A. Amendments to the 2022-2023 Budget
- 8.B. Bid Award for Educational Consulting, Professional Development, and Other Student-Based Contracted Services
- 8.C. Bid Award for Maintenance Supplies, Equipment, and Services
- 8.D. Purchases Over \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Service
- 8.E. Resolution of Participation with Region 5 Education Service Center's Southeast Texas Purchasing Cooperative
- 8.F. Cooperative Fees Paid by Waco ISD
- 8.G. Independent Sources of Investment Officer Training
- 8.H. List of Qualified Brokers Authorized to Engage in Investment Transactions with the District and Local Banks for the Purchase of Certificates of Deposit
- 8.I. Investment Policy and Strategies as Codified Under Policy CDA (Local) - Other Revenues: Investments
- 8.J. Additional T-TESS Appraisers for 2022-2023
- 8.K. First Reading of Board Policy DEC(LOCAL)
- 8.L. City of Waco Request for Ingress and Egress Easement and Maintenance Agreement (to Clay Avenue at Cesar Chavez Middle School)
- 8.M. Lease Agreement with City of Waco for Property at Cesar Chavez Middle School
- 8.N. RE: Conveyance of Real Property (Cotton Palace Park Area, Waco Creek Frontage, 2.695 Acres) to City of Waco
- 8.O. Board of Trustee Meeting Minutes
 - 8.O.1. Regular Meeting - September 29, 2022
- 9. **Review and Discuss Reading Recovery Program**
Presenter: Kourtnei Parnell, Director of Intervention Services and State/Federal Programs
- 10. **Items Requested by Trustees**
 - 10.A. Discuss and Take Action Regarding Safety of the Design for Tennyson Middle School, G.W. Carver Middle School, and Waco High School
- 11. **Announcements**
- 12. **Consideration of Personnel**
 - 12.A. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
 - 12.B. Hear a Complaint or Charge Against an Officer or Employee
- 13. **Adjournment**

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: October 27, 2022

Contact Person: Alice Jauregui

RE: Special Recognitions

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Background Information:

Pledge Leaders

Each month, one campus selects two students to lead the Pledge of Allegiance at the regular business meeting of the Waco ISD Board of Trustees. For the month of October, Miranda Ramirez and Ky'Den Kemp from Provident Heights Elementary were selected for this honor.

National Merit Commended Scholar

The National Merit Scholarship Program is a national academic competition for high school students to provide financial aid to attend college. It is administered by the National Merit Scholarship Corporation (NMSC).

Students qualify for the National Merit program by achieving a high score on the PSAT. The test is more formally called the PSAT/NMSQT, which stands for Preliminary SAT/National Merit Scholarship Qualifying Test.

Tripp Wendel, a Waco High School senior, has been named a National Merit Commended Scholar for the National Merit Scholarship Program based on his outstanding performance on the Preliminary SAT/National Merit Scholarship Qualifying Test in 2021.

Tripp is among approximately 34,000 Commended students from across the nation who are being recognized as part of the National Merit program. Commended Students are those who placed among the top five percent of 1.5 million students who entered the 2023 Merit Program by taking the 2021 PSAT/National Merit Scholarship qualifying test.

Sundog Math Competition

The National Sundog Math Competition is a nationwide competition open to all public and private schools. Each competing student and class have one week to answer 1,000 math questions aligned to their grade level. Students compete online

individually or as a team. The class or team with the highest percentage of correct answers and speed wins the competition. Over 2, 900 classrooms from all 50 states competed in this year's Sumdog National Competition. Mr. Greg Oubre's 3rd-grade team of eight students from Hillcrest PDS Elementary Magnet won the national title. The team answered 8,000 grade-level questions at 95.3% accuracy. Five of the 8 team members finished in the top 30 out of the 26,000 competitors with one student finishing in the top ten.

The team members are John Paul Pena (top 10), Jayceon Zavala (top 30), Cohen Callaway (top 30), Giovanni Perez (top 30), Brooks Heldt (top 30), Aubrey Montoya, Jayda Martin, and Mana Cosby.

Laura Bush Foundation for America's Libraries Grant

Ms. Billeaud, 4th grade math and science teacher at Cedar Ridge PDS Elementary, applied for and received a \$5,000 Laura Bush Foundation for America's Libraries grant. The foundation awarded \$1.5 million in library grants to 300 school libraries from 44 states across the country.

The funds will be used to purchase new library materials for grades Pre-K to 5th grade.

University High School Earns Reader's Choice Award

University High School has earned the title of favorite public high school by the 2022 Waco-Tribune Herald H.O.T. Readers' Choice Awards. Nominations were made from June 1 to June 19 and the voting period was open from August 7 through August 21.

Community Partner Award

Each month, Waco ISD recognizes a community partner making a difference for students with the Waco ISD Award for Outstanding Community Partners. The recognition celebrates the theme for the 2022-2023 school year "Lead from the Heart" and acknowledges the impact that our community partners make in the lives of our students and staff.

In October, the district is recognizing the Extraco Events Center for facilitating our use of the BASE as the reunification location during a recent district emergency. They also play a key role in the community by engaging and supporting students through the Heart of Texas Fair and Rodeo.

Fiscal Implications:

None

Administration Recommendations:

For discussion only

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Sheryl Davis

RE: Public Meeting on the 2022 Annual Financial Accountability Management Report (School FIRST)

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Background Information:

School FIRST (Financial Accountability Rating System of Texas) is the financial accountability system developed by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature. The primary goal of Schools FIRST is to achieve quality performance in the management of a school districts’ financial resources, a goal made more significant due to the complexity of accounting associated with Texas’ school finance system.

There are twenty accountability indicators including five critical indicators, nine solvency indicators, and six financial competence indicators. Financial accountability rating indicators for 2022 are based on fiscal year 2020-2021 financial data.

The first three of the five critical indicators do not receive a point value. They are either validated or not. Failure to pass any of the three critical indicators results an automatic rating of “Substandard Achievement”. While indicators 4 and 5 do not receive a point value, they are “ceiling indicators”. Ceiling indicators limit the maximum points allowed by the applicable indicator. The District will receive a rating based on the lesser points earned. The ceiling indicators apply to indicators 4, 5, 6, 16, 17, and 20.

The types of financial accountability ratings that school districts may receive are as follows:

Rating	Description
A	Superior Achievement
B	Above Standard Achievement
C	Standard Achievement
F	Substandard Achievement
No Rating	Districts receiving territory due to an annexation order or consolidation

The letter grade will be assigned depending on the District’s score on the solvency and financial competence indicators and, of course, passing all the critical indicators. The highest possible score on the indicators is 100 points. Any district scoring below 70 points will receive a rating of “F - Substandard Achievement”. The school district receives an “F” if it scores below the minimum passing score, if it failed any critical indicators 1 through 5, if the annual financial report or the data were not both complete, or if either the annual financial report or the data were not submitted on time for FIRST analysis. Districts that do not receive a passing score must file a corrective action plan with the Texas Education Agency.

Within two months of receiving the final financial accountability rating, school districts are required to prepare an annual financial management report that includes the following:

- The district’s financial management performance rating provided by the Texas Education Agency (TEA) based on its comparison with indicators established by the Commissioner of Education;
- The district’s financial management performance under each indicator for the current and previous years’ financial accountability ratings;
- Additional information required by the Commissioner of Education, including:
 - a copy of the Superintendent’s current employment contract;
 - a summary schedule for the fiscal year (12-month period) of total reimbursements received by the superintendent and each board member;
 - a summary schedule for the fiscal year of the dollar amount of compensation or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting or other personal services;
 - a summary schedule for the fiscal year of the dollar amount by the executive officers and board members of gifts that had an economic value of \$250 or more in the aggregate in the fiscal year; and
 - a summary schedule for the fiscal year of the dollar amount, by board member, for the aggregate amount of business transactions with the school district; and
- Additional information that the district’s board of trustees deems useful.

The financial management report is required to be made available to attendees at a public hearing for School FIRST. Notice of the hearing, including date, time and location, must be provided to a newspaper of general circulation in the district prior to holding the public meeting. The District published the public hearing notification, as required, in the Waco Tribune-Herald on October 5, 2022.

The District once again received the state’s highest financial accountability rating of **“Superior” or an “A”** for the 2020-2021 fiscal year with a score of 98 out of 100 points.

A copy of the report is attached along with a brief overview that will be presented at the Public Meeting.

Fiscal Implications:

None

Administrative Recommendations:

The administration recommends the Board invite public input in response to the District’s 2022 School FIRST rating, as presented.



2022 Annual Financial Accountability Management Report

For the Fiscal Year Ended August 31, 2021





2022 Annual Financial Accountability Management Report

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School FIRST (Financial Accountability Rating System of Texas) was first developed as the financial accountability system for Texas school districts by the Texas Education Agency in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The purpose of the financial accountability rating system is to ensure that school districts will be held accountable for the quality of their financial management practices and achieve improved performance in the management of their financial resources. The system is designed to encourage Texas public schools to manage their financial resources better in order to provide the maximum allocation possible for direct instructional purposes.

The system will also disclose the quality of local management and decision-making processes that impact the allocation of financial resources in Texas public schools. An evaluation of the long-term effectiveness of the system should disclose a measurable improvement in the quality of Texas public schools' financial decision-making processes. The importance of the rating system's goal is underscored by the steadily increasing complexity of the State's funding of public schools compounded by the increasing sophistication of the associated accounting system.

In accordance with Texas Education Code (TEC), Chapter 39, Subchapter D, each school district must be assigned a financial accountability rating by the Texas Education Agency (TEA). The specific procedures for determining financial accountability ratings will be established annually by the Commissioner of Education and communicated to all school districts.

As authorized by House Bill 5, Section 49, of the 83rd Texas Legislature, Regular Session, the Commissioner and the Texas Education Agency implemented major changes to the School FIRST system. Beginning with the 2015 report, the changes were phased in over three years.

With the 2022 report, there are twenty accountability indicators, including five critical indicators, nine solvency indicators, and six financial competence indicators. Financial accountability rating indicators for 2022 are based on fiscal year 2020-2021 financial data.

Indicator Category	Number of Indicators
Critical	5
Solvency	9
Financial Competence	6

The first three of the five critical indicators do not receive a point value. They are either validated or not. As in the previous system, failure to pass any of these three critical indicators results an automatic rating of "Substandard Achievement". While indicators 4 and 5 also do not receive a point value, they are "ceiling indicators". For 2022, Indicator 5 regarding a district's unrestricted net position, was again not scored due to the impact of recording the long-term liabilities for pension and post-employment benefits.

Ceiling indicators is a new concept, introduced with the 2021 accountability rating. Indicators 4, 5, 6, 16, 17, and 20 are now ceiling indicators. The scoring of these indicators limits the maximum points available and the applicable rating. If the district’s overall points earned is less than the maximum points allowed by the applicable ceiling indicator, the district will receive a rating based on the lesser points earned. If the district fails a critical indicator or the district’s total number of points is equal to or less than 69 points, the school district will receive an “F = Substandard Achievement” rating, regardless of any ceiling indicator criteria met. The section on “How the Ratings are Assessed” gives a more detailed explanation of the determination of ratings based on meeting ceiling criteria.

With the exception of the ceiling indicators listed above, indicators in the solvency and financial competence categories may receive up to ten points.

Beginning with the 2020 report, a letter grade of “A” through “F” is assigned depending on the District’s score on the solvency and financial competence indicators and, of course, passing all the critical indicators. The highest possible score on the indicators is 100 points. Any district scoring below 70 points will receive a rating of “Substandard Achievement”. The following chart illustrates the scoring criterion for determination of ratings:

Rating	Points
A = Superior Achievement	90 through 100
B = Above Standard	80 through 89
C = Meets Standard	70 through 79
F = Substandard Achievement	0 through 69
No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.	

The school district receives an “F” if it scores below the minimum passing score, if it failed any of the critical indicators 1, 2, 3, 4, or 5, if the annual financial report (AFR) or the data file were not both complete or were not submitted on time for FIRST analysis.

Districts that do not receive a passing score must file a corrective action plan with the Texas Education Agency. The commissioner of education may apply sanctions to a district that is assigned a “Substandard Achievement” rating. Additional sanctions could apply if issues arise relating to data quality. Sanctions could result in the assignment of a financial monitor or master by the Texas Education Agency Accountability Department in accordance with Chapter 39 of the Education Code. Additional sanctions could involve an accreditation investigation that could result in specific requirements for improvements in financial management. A lowered rating status resulting from an investigation would remain in effect until the commissioner acknowledges that significant improvement was being made in financial management problem areas.

In December 2007, TEA Adopted 19 TAC Chapter 97, Planning and Accountability Subchapter EE, Accreditation Status, Standards, and Sanctions. The subchapter defined the accreditation statuses and stated how accreditation statuses would be determined and assigned to school districts. In accordance with these rules, TEA will take into consideration a district's School FIRST rating when assigning an accreditation status. Additionally, a district's final School FIRST rating may impact its special education determination status as issued by the TEA under the requirements of the Individuals with Disabilities Education Act (IDEA).

Sanctions may also be applied as a result of data problems of a sufficient magnitude to raise questions about the validity of measurements used in the financial accountability rating system indicators. The district's rating would be suspended if serious, systemic data quality problems occurred.

The Texas Education Agency posts districts' final reports to the Agency's web site. Interested parties are able to print copies of all materials from that source.

On August 4, 2022, the Texas Education Agency posted the district's preliminary School FIRST rating. The School FIRST ratings were based upon an analysis of data reported for the 2020-2021 fiscal year. The District passed all the critical indicators and received a score of 98 out of a possible 100 points for the other indicators, losing two points on indicator 13, the district's administrative cost ratio.

Waco Independent School District's 2022 Rating is "A – Superior Achievement"

Upon notification of the district's rating, the ratings report must be disseminated by a school district to all the district's taxpayers, in addition to the parents and guardians of students. After receipt of the financial accountability rating system report generated by the Texas Education Agency, the district level decision making committee must hold at least one public meeting annually for the purpose of discussing the financial performance of the district and district performance objectives.

The board of trustees shall hold the hearing for public discussion of the annual financial accountability system report within 60 days of receiving the final notification. The board shall notify property owners and parents and guardians in the district of the hearing. The District published notification, as required, in the Waco Tribune-Herald on October 5, 2022, as well as in their online advertising. The public meeting will be held on October 27, 2022.

The board of trustees will publish, or cause to be published, an annual report describing the financial management performance of the district. The report must include the information provided by the Texas Education Agency including the district's financial management performance under each indicator for both the current and previous years' financial accountability ratings.

The financial management report issued at the Schools FIRST hearing must contain certain required disclosures, in accordance with Title 19 Texas Administrative Code, Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System. These disclosures include:

1. A copy of the superintendent's current employment contract or other written documentation of employment if no contract exists. This must disclose all compensation and benefits paid to the superintendent. The school district may publish the superintendent's employment contract on its website instead of publishing it in the annual financial management report.
2. A summary schedule for the fiscal year of expenditures paid on behalf of and/or total reimbursements received by the superintendent and each board member, including transactions resulting from use of the school district's credit card(s) to cover expenses incurred by the superintendent and each board member.
3. A summary schedule for the fiscal year of the dollar amount of compensation and/or fees received by the superintendent from another school district or any other outside entity in exchange for professional consulting and/or other personal services;
4. A summary schedule for the fiscal year of the total dollar amount by the executive officers and board members of gifts that had an aggregate economic value of \$250 or more. This reporting requirement applies only to gifts received from an outside entity that received payments from the school district, in the prior fiscal year and to gifts from competing vendors that were not awarded contracts in the prior fiscal year. This reporting requirement does not apply to reimbursement by an outside entity for travel-related expenses when the purpose of the travel was to investigate matters directly related to the executive officer's or board member's duties or to investigate matters related to attendance at education-related conferences and seminars with the primary purpose of providing continuing education (this exclusion does not apply to trips for entertainment purposes or pleasure trips).
5. A summary schedule for the fiscal year of the dollar amount by board member for the aggregate amount of business transactions with the school district;
6. Any other information the local board of trustees determines to be useful.

A corrective action plan is to be filed with the TEA by each school district that received a rating of "Substandard Achievement".

If you have any questions about the report or need additional financial information about the District, please contact the Chief Financial Officer, Waco ISD, 501 Franklin Avenue, Waco, Texas 76701. A copy of this report is available upon request through the Office of Public Information and may be found on the Financial Transparency page of the District's website.

The Ratings Worksheet

The following pages contain the 2020-2021 School FIRST rating worksheet detailing the District's performance on each of the 20 indicators as published by the Texas Education Agency. The worksheet is followed by an explanation of the indicators and information as to how ratings are assessed as well as a comparison with last year's performance.



Financial Integrity Rating System of Texas

2021-2022 RATINGS BASED ON SCHOOL YEAR 2020-2021 DATA - DISTRICT STATUS DETAIL

Name: WACO ISD(161914)		Publication Level 1: 8/2/2022 2:05:39 PM	
Status: Passed		Publication Level 2: 8/4/2022 12:15:48 PM	
Rating: A = Superior Achievement		Last Updated: 8/4/2022 12:15:48 PM	
District Score: 98		Passing Score: 70	
#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	7/12/2022 8:41:07 AM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	5/16/2022 12:15:04 PM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	5/16/2022 12:15:04 PM	Yes

4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</u>	5/16/2022 12:15:05 PM	Yes Ceiling Passed
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/17/2022 9:52:57 AM	Ceiling Passed
7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	5/16/2022 12:15:06 PM	10
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	5/16/2022 12:15:07 PM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	5/16/2022 12:15:07 PM	10
10	This indicator is not being scored.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.</u>	5/16/2022 12:15:09 PM	10
12	<u>Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.</u>	5/16/2022 12:15:10 PM	10

13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	6/9/2022 11:05:53 AM	8
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	5/16/2022 12:15:12 PM	10
15	This indicator is not being scored.		5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 12:15:12 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	5/16/2022 12:15:13 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	5/16/2022 12:15:13 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	5/16/2022 12:15:14 PM	5
20	<u>Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 12:15:15 PM	Ceiling Passed
			98 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			98 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
B.	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70
<p>No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.</p> <p>The school district receives an F if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.</p>		

CEILING INDICATORS

<p>Did the school district meet the criteria for any of the following ceiling indicators 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.</p>		
Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement

How the Ratings Are Assessed

The Texas Education Agency (TEA) uses the following sources of data in calculating the financial accountability indicators for districts:

- The Annual Financial Report (AFR): For each district, TEA will use audited financial data in the district's AFR. The AFR, submitted as an electronic submission through the TEA website, must include data required in the Financial Accountability System Resource Guide (FASRG).
- Texas Student Data System Public Education Information Management System (TSDS PEIMS): The TEA will use data submitted by the school district through the TSDS PEIMS system.
- Warrant holds: The TEA will use warrant hold as reported by the Texas Comptroller of Public Accounts.
- Average Daily Attendance (ADA): The TEA will use the ADA information used for Foundation School Program (FSP) funding purposes.

The questions a school district must address in completing the worksheet used to assess its financial management system can be confusing to non-accountants. The following is a layman's explanation of what the questions mean – and what our answers can mean to the Waco Independent School District's rating.

- 1. Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?**

A simple indicator, was the Annual Financial Report filed by the deadline?

The Annual Financial Report for the fiscal year ended August 31, 2021 was approved by the Board of Trustees on January 27, 2022 and received by the Texas Education Agency on January 28, 2021. The Annual Financial Report for the fiscal year ended August 31, 2020 was approved by the Board of Trustees on January 28, 2021 and received by the Texas Education Agency by January 28, 2021.

- 2. Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)**

An auditor's audit opinion is contained within the audit report. Modified opinions are given for two reasons. The first is scope limitation, which means that the auditor doesn't have access to enough information, or to relevant information. The second is in the circumstance that there is a departure from applicable financial reporting framework, which may be the result of either an accident or negligence on the part of the district. The district's goal, therefore, is to receive an "unmodified opinion" on its Annual Financial Report. This is a simple "Yes" or "No" indicator.

The opinion expressed by our independent auditors on the Annual Financial Report for both the fiscal years ended August 31, 2021 and August 31, 2020 was unmodified.

3. **Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)**

This indicator seeks to make certain that the district has timely paid all bills and obligations, including any financing arrangements, to pay for school construction, school buses, photocopiers, etc.

Waco ISD had no disclosures concerning default on bonded indebtedness for the fiscal years ended August 31, 2021 or August 31, 2020.

4. **Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail this indicator. *Ceiling Indicator: If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement (even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days).***

This indicator seeks to make sure the district fulfilled its obligation to the TRS, TWC, and IRS to transfer payroll withholdings and to fulfill any additional payroll-related obligations required to be paid by the district.

Waco ISD made timely payments to the TRS, TWC, IRS, and other government agencies for the fiscal years ended August 31, 2021 and August 31, 2020.

5. **Was the total unrestricted net position balance (net of accretion of interest for capital appreciation bonds and net pension liability (NPL)) in the governmental activities column in the Statement of Net Position greater than zero? If the school district's change of students in enrollment over five-years was 7 percent or more, then the school district passes this indicator.) *Ceiling Indicator: If the school district passes indicator 5 based on the school district's 7 percent or more increase in students in enrollment, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.***

This indicator simply asks, "Did the district's total assets exceed the total amount of liabilities (according to the very first financial statement in the annual audit report)?" Fortunately, this indicator recognizes that high-growth districts incur large amounts of debt to fund construction, and that total debt may exceed the total amount of assets under certain scenarios.

At August 31, 2021, Waco ISD had a total unrestricted net deficit of \$66,366,290 with accumulated accretion of interest for capital appreciation bonds of \$9,616,813, a net pension liability of \$50,061,628, and a net other post-employment benefit liability of \$47,648,616. At August 31, 2020, the total unrestricted net deficit was \$57,017,617 with accumulated accretion of interest for capital appreciation bonds of \$186,783, a net pension liability of \$48,636,619, and a net other post-employment benefit liability of \$58,253,729. The deficit net position results from the recording of pension and other post-employment liabilities and the inflows and outflows related to these programs.

This indicator was not scored for the past four fiscal years due to the impact of recording the long-term liabilities for pension and post-employment benefits.

6. **Was the average change in (assigned and unassigned) fund balance over three years less than a 25 percent decrease or did the current year assigned and unassigned fund balance exceed 75 days of operational expenditures?** *Ceiling Indicator: If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B – Above Standard Achievement.*

This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days.

At August 31, 2021, the District’s average change in fund balance over three years was a decrease of 4.42 percent. The fund balance of \$35,684,218 was sufficient to operate for at least 75 days, an amount computed to be \$32,638,699. At August 31, 2020, the District’s average change in fund balance over three years was an increase of 4.22 percent, the fund balance was \$46,008,487 and the amount computed as sufficient to operate for at least 75 days was \$31,494,531.

7. **Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?**

10	8	6	4	2	0
≥ 90	< 90 ≥ 75	< 75 ≥ 60	< 60 ≥ 45	< 45 ≥ 30	< 30

This indicator measures how long in days after the end of the fiscal year the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Did you meet or exceed the target amount in School FIRST?

At August 31, 2021, the District had cash on hand and current investments in the general fund to cover 142.246 days of operating expenditures. At August 31, 2020, the District had cash on hand and current investments in the general fund to cover 151.553 days of operating expenditures.

8. **Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?**

10	8	6	4	2	0
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≥ 3.00	< 3.00 ≥ 2.50	< 2.50 ≥ 2.00	< 2.00 ≥ 1.50	< 1.50 ≥ 1.00	< 1.00
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This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. Did you meet or exceed the target amount in School FIRST?

At August 31, 2021, the District had a ratio of current assets to current liabilities of 3.0974. At August 31, 2020, the District had a ratio of current assets to current liabilities of 3.4789.

9. **Did the school district’s general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district’s number of days of cash on hand greater than or equal to 60 days?**

5	5 points are awarded if the school district has at least 60 days cash on hand as determined in indicator #7	0
≥ 0%		< 0%

This indicator simply asks, “Did you spend more than you earned?” (The school district will automatically pass this indicator, if the school district had at least 60 days cash on hand.)

For the fiscal year ended August 31, 2021, the District’s general fund revenues exceeded expenditures (excluding facilities acquisition and construction) by \$6,014,842. Additionally, at August 31, 2021, the District had cash on hand and current investments to cover 142.246 days of operating expenditures. For the fiscal year ended August 31, 2020, the District’s general fund revenues exceeded expenditures (excluding facilities acquisition and construction) by \$4,159,363 and had cash equivalents and current investments to cover 151.553 days of operating expenditures.

10. **Did the school district average less than a 10 percent variance (90%-110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?**

10	10 points are awarded if the school district’s budgeted to actual revenues are < 10% variance (90% to 110%)	0
≥ 10%		< 10%

This indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS in October of the fiscal year to actual revenue submitted after the close of the fiscal year.

For the fiscal year ended August 31, 2021, the District’s variance in budgeted to actual revenues was 0.1 percent or 0.9 percent, less than the allowed variance of 10 percent. For the fiscal year ended August 31, 2020, the District’s variance in budgeted to actual revenues was 0.8 percent less than the allowed variance.

Because of the impact of the COVID-19 pandemic on District enrollments, attendance and resulting State Foundation School Program revenues, this indicator was not scored for the 2020-2021 fiscal year.

11. Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's change of students in enrollment over 5 years was 7 percent or more, then the school district passes this indicator.)

10	8	6	4	2	0
≤ 0.60	$> 0.60 \leq 0.70$	$> 0.70 \leq 0.80$	$> 0.80 \leq 0.90$	$> 0.90 \leq 1.00$	> 1.00

This question is like asking someone if their mortgage exceeds the market value of their home. Were you below the cap for this ratio in School FIRST? Fortunately, this indicator recognizes that high-growth districts incur additional operating costs to open new instructional campuses.

At August 31, 2021, the District has a ratio of long-term liabilities to total assets of 0.552. At August 31, 2020, the District has a ratio of long-term liabilities to total assets of 0.582. This ratio continued to improve achieving the full 10 points.

12. Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?

10	8	6	4	2	0
≤ 4	$> 4 \leq 7$	$> 7 \leq 10$	$> 10 \leq 11.5$	$> 11.5 \leq 13.5$	> 13.5

This indicator asks about the school district's ability to make debt principal and interest payments that will become due during the year. Did you meet or exceed the target amount in School FIRST?

At August 31, 2021, the District's debt per \$100 of assessed property value ratio has a debt service coverage ratio of 2.2232. At August 31, 2020, the District's ratio was 2.3599.

13. Was the school district's administrative cost ratio equal to or less than the threshold ratio? (See ranges below.)

ADA Size	10	8	6	4	2	0
$\geq 10,000$	≤ 0.0855	$> 0.0855 \leq 0.1105$	$> 0.1105 \leq 0.1355$	$> 0.1355 \leq 0.1605$	$> 0.1605 \leq 0.1855$	> 0.1855
$\geq 5,000$ to $< 10,000$	≤ 0.1000	$> 0.1000 \leq 0.1250$	$> 0.1250 \leq 0.1500$	$> 0.1500 \leq 0.1750$	$> 0.1750 \leq 0.2000$	> 0.2000
$\geq 1,000$ to $< 5,000$	≤ 0.1151	$> 0.1151 \leq 0.1401$	$> 0.1401 \leq 0.1651$	$> 0.1651 \leq 0.1901$	$> 0.1901 \leq 0.2151$	> 0.2151
≥ 500 to $< 1,000$	≤ 0.1311	$> 0.1311 \leq 0.1561$	$> 0.1561 \leq 0.1811$	$> 0.1811 \leq 0.2061$	$> 0.2061 \leq 0.2311$	> 0.2311
< 500	≤ 0.2404	$> 0.2404 \leq 0.2654$	$> 0.2654 \leq 0.2904$	$> 0.2904 \leq 0.3154$	$> 0.3154 \leq 0.3404$	> 0.3404
Sparse	≤ 0.3364	$> 0.3364 \leq 0.3614$	$> 0.3614 \leq 0.3864$	$> 0.3864 \leq 0.4114$	$> 0.4114 \leq 0.4364$	> 0.4364

TEA and state law sets a standard on the percentage of the budget that Texas school districts can spend on administration. Where did we fall in relationship to that standard for districts of our size?

The District's Administrative Cost Ratio was computed at 9.78 percent for the fiscal year ended August 31, 2021 compared to 9.84 percent for the prior year. The rate falls between 8.55 and 11.05 percent, garnering only eight points for this indicator.

- 14. Did the school district not have a 15 percent decline in the students to staff ratio over three years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass this indicator. A Yes/No indicator. A response of Yes generates 10 points.)**

If the school district had a decline in students over three school years, this indicator asks if the school district decreased the number of the staff on the payroll in proportion to the decline in students. (The school district automatically passes this indicator if there was no decline in students.)

For the 2020-21 school year, the District had a student to staff ratio of 6.23:1 compared to 6.389:1 in 2018-19. This represents a 2.46 percent decrease in the student to staff ratio over three years. The percent decline in the students to staff ratio was 0.33 percent, less than the allowed 15 percent, so the District passed the indicator.

For the 2019-20 school year, the District had a student to staff ratio of 6.303:1 compared to 6.388:1 in 2017-18, or a 1.32 percent decrease over the three years.

- 15. Was the school district's actual ADA within the allotted range of the district's biennial pupil projections submitted to TEA? OR If the district did not submit pupil projections to TEA, did it certify TEA's projections? (A Yes/No indicator. A response of Yes generates 5 points).**

This indicator measures how well the district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual.

For the 2020-2021 school year, the District's projection of ADA was 13,310.468 and actual ADA was 12,308.604, a variance of 7.53 percent. However, because of the losses in enrollment and attendance resulting from the COVID-19 pandemic, the Texas Education Agency funded the District on a hold-harmless ADA of 13,188.498. For the 2019-2020 school year, the District's projection of ADA was 13,265.568 and actual ADA was 13,353.749, a variance of 0.66 percent.

Because of the impact of the COVID-19 pandemic on District enrollments, attendance and resulting State Foundation School Program revenues, this indicator was not scored for the 2020-2021 fiscal year.

- 16. Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than three percent of all expenditures by function? *Ceiling Indicator: If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.***

This indicator measures the quality of data reported to PEIMS and in the Annual Financial Report to make certain that the data reported in each case "matches up." If the difference

in numbers reported in any fund type is more than three percent, the district “fails” this measure.

The comparison of the District’s PEIMS data to like information in the Annual Financial Report resulted in a variance of 0.0000496 for the fiscal year ended August 31, 2021 compared to a variance of 0.0000009 in the previous year.

- 17. Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)** *Ceiling Indicator: If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.*

The independent auditor’s reports include both a report on internal controls over financial reporting and a report in regards to compliance for local, state, and federal funds. Weaknesses in Internal controls create a risk of the district not being able to properly account for its use of public funds, and should be immediately addressed. Likewise, disclosure of noncompliance means that the school district failed to comply with laws, rules, and regulations for a government entity.

The Annual Financial Report for fiscal years ended August 31, 2021 and August 31, 2020 disclosed no material weaknesses in internal controls over financial reporting or compliance for local, state, or federal funds.

- 18. Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)**

This indicator measures whether the district is complying with laws, rules, and regulations related to the expenditure of grant funds, contracts, and other state and federal funds.

The Annual Financial Report for fiscal years ended August 31, 2021 and August 31, 2020 disclosed no material noncompliance for grants, contracts, and laws related to local, state, or federal funds.

- 19. Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code, and other statutes, laws and rules?**

This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information.

For the 2020-2021 fiscal year, the District posted all required financial information on the District’s website. The District has been in compliance with required postings since 2008.

- 20. Did the school board members discuss the district’s property values at a board meeting within 120 days before the district adopted its budget?** *Ceiling Indicator: If the school district fails indicator 20, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.*

This indicator asks if the district had to ask for an easy payment plan to return monies to TEA after spending the overpayment from the Foundation School Program state aid.

For the 2020-2021 fiscal year, the district's property values were discussed with the school board members at the May 13, 2021, meeting. For the prior year, the district's property values were discussed at the June 11, 2020, meeting.

Superintendent’s Current Employment Contract

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the Schools FIRST hearing. In lieu of publication in the Schools FIRST financial management report, the school district may choose to publish the superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF MCLENNAN §

THIS AGREEMENT ("Contract") is made and entered into on the 29th day of August 2019, by and between the Board of Trustees (the "Board") of the Waco Independent School District (the "District") and Dr. Susan Kincannon (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 Term. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of approximately three (3) years, commencing on Thursday, September 5, 2019 and ending on June 30, 2022. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 No Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all contracted administrative employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification and any other certificates required by law.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

2.6 Indemnification. The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify,

defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Two Hundred fifty-two Thousand five hundred and No/100 Dollars (\$252,500.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.1.1 Payment of TRS Contribution. The District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Retirement System ("TRS"). This supplement shall include the retirement part of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS. To the extent that the District's payment of this TRS contribution benefit as "creditable compensation" to the Superintendent results in an increase in the amount of the TRS member contribution, the Superintendent shall be responsible to pay the difference.

3.2 Salary Adjustments. The Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary and TRS Contribution set forth pursuant to Sections 3.1 and 3.1.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Vacation, Holidays, Leave. The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the greater of ten (10) vacation days annually or the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. Any unused vacation days that have accrued during the previous twelve (12) months ending on June 30, shall be carried forward by the Superintendent and will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract.

3.4 Health Insurance. The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.5 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose

particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses, or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

3.6 In-District Travel. The District shall provide the Superintendent with an automobile allowance in the sum of Five Hundred and No/100 Dollars (\$500.00) per month.

3.7 Reimbursement for Out-of-District Travel. The District shall reimburse the Superintendent for out-of-District travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract at the standard mileage rate per mile as established by the Internal Revenue Service during each year of this Contract.

3.8 Personal Protection. Should the life or safety of the Superintendent or her family be threatened or appear to be in danger because of her performance of official duties, the District is authorized, by a subsequent vote of the Board, to pay reasonable costs for the instant protection of the Superintendent and her family. Such protection, if required, will be first sought from regular police authorities.

3.9 Civic and Community. The Superintendent is encouraged to participate in community and civic affairs and the Chamber of Commerce. The expense of such activities, subject to Board approval, shall be borne by the District.

3.10 Professional Legal Liability. The District shall obtain and pay premiums for a professional legal liability insurance policy through the Superintendent's membership with a professional organization.

3.11 Outside Consultant Activities. With the prior written approval of the Board, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration, at the expense of the District.

3.12 Moving/Relocation Expense – Reimbursement. In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and belongings from Belton, Texas to a residence located in the District. The Superintendent shall document all expenses for which reimbursement is requested with receipts, cancelled checks or credit card statements and the District shall reimburse the Superintendent for all such necessary and reasonable documented expenses, within thirty (30) days of the District's receipt of such documented expenses.

IV. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved

by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

V. Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent in January of each year during the term of this Contract ("Superintendent's Evaluation"). The Superintendent's Evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

5.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the Superintendent's Evaluation shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's Evaluation with their respective legal counsel.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modification must be adopted at least 12 months prior to its implementation.

VI. Renewal or Nonrenewal of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable

notice of the reason for the proposed nonrenewal, not later than 365 days before the last day of the Contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

7.1 Mutual Agreement. This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the contract for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of the paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;

- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification;
- (q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or
- (r) Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. In the event that the Board proposes to terminate and/or terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

VIII. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in McLennan County, Texas, unless otherwise provided by law.


8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

8.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contract, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

8.5 Acceptance. This offer will expire unless signed and returned to the Board President or Board Secretary by 5:00 p.m. on the 30th day of August 2019.

Board of Trustees of the
Waco Independent School District

By: 
Angela Tekell, President


Dr. Susan Kincannon, Superintendent

ATTEST:

Norman Manning, Secretary

Extension Addendum III to Superintendent's Contract

The Board of Trustees (the "Board") of WACO INDEPENDENT SCHOOL DISTRICT and DR. SUSAN KINCANNON (the "Superintendent") agree to further extend and amend the Superintendent's Contract (the "Contract") approved by the Board on August 29, 2019 (with an effective date of September 5, 2019), and previously amended extending the Contract to June 30, 2024) as follows:

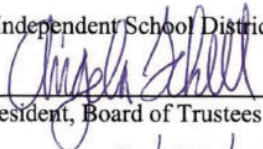
Paragraph 1.1 Term of the Contract is changed to extend the ending date of employment under the Contract to June 30, 2025.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract. All other terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

I have read this Addendum and agree to abide by its terms and conditions:

Superintendent: 

Date signed: 2/24/22

Waco Independent School District
By: 
President, Board of Trustees

Date signed: 2/24/22

Summary Schedule of Total Reimbursements Received by Superintendent and Each Board Member

Summary Schedule of Reimbursements Received by Superintendent and Board Members For the Twelve-Month Period Ended August 31, 2021

Description of Reimbursements	Meals	Lodging	Transportation	Motor Fuel	Other	Total
Superintendent:						
Dr. Susan Kincannon	\$ 328	\$ 262	\$ 6,438	\$ -	\$ 2,537	9,565
Board Members:						
Jeremy Davis	-	-	-	-	335	335
Cary DuPuy	-	-	-	-	660	660
Keith Guillory	-	-	-	-	335	335
Robin Houston	-	-	-	-	325	325
Stephanie Korteweg	-	-	-	-	660	660
Norman Manning	-	-	-	-	325	325
Allen Sykes	-	-	-	-	660	660
Angela Tekell	25	-	-	-	660	685
Jose Vidana	-	-	-	-	660	660

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).

Motor fuel – Gasoline.

Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

Exhibit A-3

**Compensation and/or Fees Received by Superintendent from Outside Entities
for Professional Consulting and/or Other Personal Services**

**Compensation and/or Fees Received by Superintendent from Outside
Entities for Professional Consulting and/or Other Personal Services
For the Twelve-Month Period Ended August 31, 2021**

Name(s) of Entity(ies)	Amount Received
None	\$ -

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

Exhibit A-4

Summary Schedule of Total Dollar Amount of Superintendent and Board Members (and First Degree Relatives) of Gifts That Had an Economic Value Exceeding \$250 in the Aggregate

**Summary Schedule of Total Dollar Amount of superintendent and Board Members (and First Degree Relatives) of Gifts That Had an Economic Valud Exceeding \$250 in the Aggregate
For the Twelve-Month Period Ended August 31, 2021**

	Total
Superintendent:	
Dr. Susan Kincannon	\$ -
Board Members:	
Jeremy Davis	-
Cary DuPuy	-
Keith Guillory	-
Robin Houston	-
Stephanie Korteweg	-
Norman Manning	-
Allen Sykes	-
Angela Tekell	-
Jose Vidana	-

Note -- An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

Exhibit A-5

Summary Schedule of the Total Dollar Amount by Board Member of Business Transactions with the School District

Summary Schedule of the Total Dollar Amount by Board Member of Business Transactions with the School District For the Twelve-Month Period Ended August 31, 2021

	Total
Superintendent:	
Dr. Susan Kincannon	\$ -
Board Members:	
Jeremy Davis	-
Cary DuPuy	3,661
Keith Guillory	-
Robin Houston	-
Stephanie Korteweg	-
Norman Manning	-
Allen Sykes	-
Angela Tekell	-
Jose Vidana	-

Note -- The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

The following words and terms, when used in the financial accountability ratings, have the following meanings, unless the context clearly indicates otherwise.

Accounting: A standard school fiscal accounting system must be adopted and installed by the board of trustees of each school district. The accounting system must conform to generally accepted accounting principles. This accounting system must also meet at least the minimum requirements prescribed by the state board of education, subject to review and comment by the state auditor.

Accretion of Interest: The interest that accrues on a capital appreciation bond until it reaches maturity. The accreted value of a bond at a particular time equates to the initial amount invested, plus the accumulated interest over the period of time to that date.

Ad Valorem Property Tax: Literally the term means “according to value.” Ad valorem taxes are based on a fixed proportion of the value of the property with respect to which the tax is assessed. They require an appraisal of the taxable subject matter’s worth. General property taxes are almost invariably of this type. Ad valorem property taxes are based on ownership of the property, and are payable regardless of whether the property is used or not and whether it generates income for the owner (although these factors may affect the assessed value).

Adopted Tax Rate: This is the tax rate set by the school district to meet its legally adopted budget for a specific calendar year.

Annual Financial Report (AFR): The audited annual report required by the Texas Education Code (TEC), §44.008, that is due to the Texas Education Agency (TEA) by no later than 150 days after the close of a school district’s fiscal year.

Assessed Property Value: This is a valuation set upon real estate or other property by a government as a basis for levying taxes.

Assigned Fund Balance: The assigned fund balance represents tentative plans for the future use of financial resources. Assignments require executive management (per board policy to assign this responsibility to executive management prior to end of fiscal year) action to earmark fund balance for bona fide purposes that will be fulfilled within a reasonable period of time. The assignment and dollar amount for the assignment may be determined after the end of the fiscal year when final fund balance is known.

Auditing: Accounting documents and records must be audited annually by an independent auditor. The Texas Education Agency (TEA) is charged with review of the independent audit of the local education agencies.

Average Daily Attendance (ADA): The number of students in average daily attendance, or the sum of attendance for each day of the minimum number of days of instruction as described under the TEC, §25.081(a), divided by the minimum numbers of days of instruction.

Beginning Fund Balance: The General Fund balance on the first day of a new school year. This is, typically, equivalent to the fund balance at the end of the previous school year.

Budget: The projected financial data for the current school year. Budget data are collected for the general fund, food service fund, and debt service fund.

Budgeting: Not later than August 20th of each year, the superintendent (or designee) must prepare a budget for the school district if the fiscal year begins on September 1. (For those districts with fiscal years beginning July 1, this date would be June 20.) The legal requirements for funds to be budgeted are included in the Budgeting module of the TEA Resource Guide. The budget must be adopted before expenditures can be made, and this adoption must be prior to the setting of the tax rate for the budget year. The budget must be itemized in detail according to classification and purpose of expenditure, and must be prepared according to rules and regulations established by the State Board of Education. The adopted budget, as necessarily amended, shall be filed with TEA through the Public Education Information Management System (PEIMS) as of the date prescribed by TEA.

Capital Appreciation Bonds (CABs): A government security on which the investment return on an initial principal amount is reinvested at a stated compounded rate until maturity. At maturity the investor receives a single payment representing both the initial principal amount and the total investment return. CABs typically are sold at a deeply discounted price with maturity values in multiples of \$5,000. The investment return is considered to be in the form of compounded interest rather than accreted original issue discount. For this reason, only the initial principal amount of a CAB is counted against an issuer's statutory debt limit, rather than the total par value, as is the case of a traditional zero coupon bond.

Capital Outlay: This term is used as both a Function and an Object. Expenditures for land, buildings, and equipment are covered under Object 6600. The amount spent on acquisitions, construction, or major renovation of school district facilities are reported under Function 81. Capitalization thresholds are generally established by district policy.

Capital Projects Funds: Fund type used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

Cash and Cash Equivalents: The term, as used in connection with cash flows reporting, includes not only currency on hand, but also demand deposits with banks or other financial institutions. Cash also includes deposits in other kinds of accounts or cash management pools that have the general characteristics of demand deposit accounts in that the governmental enterprise may deposit additional cash at any time and also effectively may withdraw cash at any time without prior notice or penalty.

Ceiling Indicator: An upper limit (the maximum score) at which a score from a standard limit of a specific indicator will result regardless of overall points.

Chapter 49 (previously Chapter 41): A key "equity" chapter in the Texas Education Code (TEC) is Chapter 49. This chapter is devoted to wealth equalization through the mechanism of recapture, the recovery of financial resources from districts defined by the state as high property wealth. Resources are recovered for the purpose of sharing them with low-wealth districts. Districts that are subject to the provisions of Chapter 49 must make a choice among several options in order to reduce their property wealth and share financial resources.

Committed Fund Balance: The committed fund balance represents constraints made by the board of trustees for planned future use of financial resources through a resolution by the board, for various specified purposes including commitments of fund balance earned through campus activity fund activities. Commitments are to be made as to purpose prior to the end of the fiscal year. The dollar amount for the commitment may be determined after the end of the fiscal year when final fund balance is known.

Comptroller Certified Property Value: The district's total taxable property value as certified by the Comptroller's Property Tax Division (Comptroller Valuation).

Current Assets: Current assets are assets that are expected to be consumed, sold, or converted into cash either in one year. They are usually presented in order of liquidity on the balance sheet and include cash and cash equivalents, accounts receivables, inventory, prepaid and other short term assets.

Current Investments: A current investment is an investment that is, by its nature, readily available and is intended to be held for not more than one year from the date on which such investment is made.

Current Liabilities: Financial obligations that are due and payable within one year usually by current assets or by the creation of new current liabilities.

Days of Cash on Hand: The number of days the school district can disburse funds for its operating expenditures without receiving any new revenues.

Debt Service Fund: Governmental fund type used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Also may be referred to as the Interest and Sinking Fund.

Debt: An amount of money owed to a person, bank, company, or other organization.

Debt Services: Two function areas (70 and 71) and one object code series (6500) are identified using this terminology "debt services." Function 70 is a major functional area that is used for expenditures that are used for the payment of debt principal and interest including Function 71. Expenditures that are for the retirement of recurring bond, capital lease principal, and other debt, related debt service fees, and for all debt interest fall under Function 71. Although these expenditures are budgeted and expended as function 71, financial statement presentation may break the expenditures into three functions to further differentiate expenditures: function 71, principal, function 72, interest, and function 73, related debt service fees. Object code series 6500 covers all expenditures for debt service.

Debt Service Coverage Ratio: This ratio measures an organization's ability to make debt principal and interest payments that will become due during the year.

Deferred Revenue: Previously reported as liabilities, terminology for resource inflows that do not yet meet the criteria for revenue recognition. These deferred amounts include resources available but unearned, unearned revenue reported as a liability, and revenues earned but not available, reported in a separate section of the financial statements as deferred inflows of resources. This terminology is no longer used, see definitions under deferred outflow/inflow of resources and unearned revenue.

Deferred Outflow/Inflow of Resources: Items previously reported as assets and liabilities in the financial statements. A deferred outflow of resources is defined as “a consumption of net assets by the government that is applicable to a future reporting period,” and a deferred inflow of resources is defined as “an acquisition of net assets by the government that is applicable to a future reporting period.” Only those instances identified by the Governmental Accounting Standards Board (GASB) will be considered a deferred outflow or inflow of resources. Deferred outflows of resources are reported on the government-wide statement of financial position in a separate section directly following assets, and a deferred inflows of resources section should directly follow liabilities.

Electronic Submission: The TEA electronic data feed format required for use by school districts, open-enrollment charter schools, and regional education service centers (ESCs).

Ending Fund Balance: The ending fund balance is the amount of unencumbered surplus fund balance reported by the district at the end of the specified school year. For most school districts this will be equivalent to the fund balance at the beginning of the next school year.

Enrollment: Students reported as enrolled as of the last Friday in October.

Existing Debt Allotment (EDA): Is the amount of state funds to be allocated to the district for assistance with existing debt.

Expenditures: The cost of goods delivered or services rendered, whether paid or unpaid including expenses, provisions for debt retirement not reported as a liability of the fund from which retired and capital outlays.

Facilities Acquisition and Construction (Function 81): Used to accounts for costs incurred to acquire, construct, equip, or make major renovations/additions to school district facilities, including capital lease transactions.

Federal Revenues: Revenues paid either directly to the district or indirectly through a local or state government entity for Federally-subsidized programs including the School Breakfast Program, National School Lunch Program, and School Health and Related Services Program. This amount is recorded as Revenue Object 5900.

Financial Integrity Rating System of Texas (FIRST): The financial accountability rating system administered by the TEA in accordance with the TEC, §39.082 and §39.085. The system provides additional transparency to public education finance and meaningful financial oversight and improvement for school districts (School FIRST) and open-enrollment charter schools and charter schools operated by a public institution of higher education under TEC, Chapter 12, Subchapters D and E (Charter FIRST).

Fiscal Year: A period of twelve consecutive months legislatively selected as a basis for annual financial reporting, planning, and budgeting. The fiscal year of a school district or an open-enrollment charter school, which begins on July 1 or September 1 of each year, as determined by the board of trustees of the district or the governing body of the charter holder in accordance with the TEC, §44.0011.

Foundation School Program (FSP): The program established under the TEC, Chapters 41, 42, and 46, or any successor program of state-appropriated funding for school districts in the state. The FSP is the shared financial arrangement between the state and the school district, where property taxes are blended with revenues from the state to cover the cost of basic and mandated programs. The nature of this arrangement falls in one of the following status categories: Regular, Special Statutory, State Administered, Education Service Center, or Open Enrollment Charter School District.

Full-Time Equivalent (FTE): Measures the extent to which one individual or student occupies a fulltime position or provides instruction, e.g., a person who works four hours a day or a student that attends a half of a day represents a .5 FTE.

Function: Function codes identify the expenditures of an operational area or a group of related activities. For example, in order to provide the appropriate atmosphere for learning, school districts transport students to school, teach students, feed students and provide health services. Each of these activities is a function. The major functional areas are:

- Instruction and Instructional-Related Services
- Instructional and School Leadership
- Support Services - Student
- Administrative Support Services
- Support Services - Non-Student Based
- Ancillary Services
- Debt Service
- Capital Outlay
- Intergovernmental Charges

Funds: A school district's accounting system is organized and operated on a fund basis where each fund is a separate fiscal entity in the school district much the same as various corporate subsidiaries are fiscally separate in private enterprise. All Funds refers to the combined total of all the funds listed below:

- The General Fund
- Special Revenue Funds (Federal Programs, Federally Funded Shared Services, State Programs, Shared State/Local Services, Local Programs)
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds.

Fund Balance: The difference between assets and liabilities reported in a governmental fund. The fund balance may be further delineated as required into the following components: Nonspendable, Restricted, Committed, or Assigned with the remaining balance identified as the Unassigned Fund Balance.

General Administration: The amount spent on managing or governing the school district as an overall entity. Expenditures associated with this functional area are reported under Function 41.

General Fund: This fund finances the fundamental operations of the district in partnership with the community. All revenues and expenditures not accounted for by other funds are

included. This is a budgeted fund and any fund balances are considered resources available for current operations.

Governmental Activities: Activities of the government financed by taxes and intergovernmental revenues and other non-exchange revenues, activities reported in governmental funds and internal service funds, and internal clearing account funds.

Interest & Sinking (I&S) Tax Rate: The tax rate calculated to provide the revenues needed to cover interest and sinking requirements (also referred to as Debt Service). Debt Service includes the interest and principal on bonds and other debt secured by property tax revenues.

Incremental Costs: The amount spent by a school district with excess wealth per WADA on the purchase of attendance credits either from the state or from other school district(s). Expenditures associated with this functional area are reported under Function 92.

Instruction: The amount spent on direct classroom instruction and other activities that deliver, enhance, or direct the delivery of learning situations to students regardless of location or medium. Expenditures associated with this functional area are reported under Function 11.

Instructional Facilities Allotment (IFA): (State Aid) Provides assistance to school districts in making debt service payments on qualifying bonds and lease-purchase agreements. Proceeds must be used for the construction or renovation of an instructional facility.

Intergovernmental Charges: "Intergovernmental" is a classification used when one governmental unit transfers resources to another. In particular, when a Revenue Sharing District purchases WADA or where one school district pays another school district to educate transfer students. Expenditures associated with this functional area are reported under Function 90.

Investments in Capital Assets, Net of Related Debt: One of three components of Net Position that must be reported in both government-wide and proprietary fund financial statements. Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, of improvement of capital assets of the government.

Local & Intermediate Source Revenues: All revenues from local taxes and other local and intermediate source revenues. For specifics, see the definitions for Local Property Tax and Other Local & Intermediate Source Revenues. This amount is recorded under Object 5700.

Local Property Tax: This is all revenues from local real and personal property taxes, including recaptured funds from 1) Contracted Instructional Services Between Public Schools (Function 91) and 2) Incremental Costs associated with Chapter 41 of the Texas Education Code (Function 92).

Long-term Liabilities: Non-current liabilities that are due beyond a year. On the balance sheet, accounts are listed in order of liquidity, so long-term liabilities come after current liabilities. In addition, the specific long-term liability accounts are listed on the balance sheet in order of liquidity.

Major Program: A Federal program determined by the auditor to be a major program in accordance with 2 CFR §200.518 or a program identified as a major program by a Federal awarding agency or pass-through entity in accordance with §200.503.

Material Noncompliance: Material noncompliance with the provisions of Federal statutes, regulations, or the terms and conditions of Federal awards related to a major program. The auditor's determination of whether a noncompliance is material for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program identified in the Compliance Supplement.

Material Weaknesses in Internal Controls: Significant deficiencies and material weaknesses in internal control over major programs and significant instances of abuse relating to major programs. The auditor's determination of whether a deficiency in internal control is a significant deficiency or a material weakness for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program identified in the Compliance Supplement.

Membership: Membership differs from enrollment, as it does not include those students who are served for less than two hours per day. A student is in membership if he/she is enrolled and is either scheduled to attend at least two hours of instruction each school day or participating in an alternative attendance accounting program.

Maintenance & Operations (M&O) Tax Rate: The tax rate calculated to provide the revenues needed to cover maintenance and operations. M&O includes such things as salaries, utilities, and day-to-day operations.

Modified Opinion: A term used in connection with financial auditing. A modification of the independent auditor's report on the fair presentation of the financial statements indicating that there exist one or more specific exceptions to the auditor's general assertion that the financial statements present fairly the financial information contained therein according to generally accepted accounting principles.

Net Investment in Capital Assets: One of three components of net position that must be reported in both government-wide and proprietary fund financial statements. The calculation includes capital assets net of accumulated depreciation less the outstanding balances of any bonds, mortgages, notes, or other borrowings attributable to the acquisition, construction, or improvement of capital assets. Once called "Invested in Capital Assets, Net of Related Debt" the designation now includes deferred outflows, such as deferred losses on refunding of debt, and deferred inflows attributable to capital assets and capital related debt in the calculation. Deferred gains/losses on refunding of debt is the difference between the reacquisition price and the net carrying amount of the old debt and is classified as a deferred inflow or outflow depending on whether it is a gain or loss on the refunding.

Net Pension Liability (NPL): The net pension liability is the difference between the total pension liability (the present value of projected benefit payments to employees based on their past service) and the assets (mostly investments reported at fair value) set aside in a trust and restricted to paying benefits to current employees, retirees, and their beneficiaries.

No New Revenue Tax Rate (previously known as the Effective Tax Rate): Provides the unit with approximately the same amount of revenue it had the year before on properties taxes in both years. A comparison of the effective tax rate to the taxing unit's proposed tax rate shows if there will be a tax increase.

Nonspendable Fund Balance: The portion of fund balance that is in non-liquid form, including inventories, prepaid items, deferred expenditures, long-term receivables, and encumbrances (if significant). Nonspendable fund balance may also be in the form of an endowment fund balance that is required to remain intact.

Object: An object is the highest level of accounting classification used to identify either the transaction posted or the source to which the associated monies are related. Each object is assigned a code that identifies in which of the following eight major object groupings it belongs:

- 1000 Assets
- 2000 Liabilities
- 3000 Fund Balances
- 5000 Revenue
- 6000 Expenditures/Expenses
- 7000 Other Resources/Non-Operating Revenue/Residual Equity Transfers In
- 8000 Other Uses/Non-Operating Revenue/Residual Equity Transfers Out

Operating (or Operational) Expenditures: Operating expenditures are a wide variety of expenditures necessary to a district's operations fall into this category with the largest portion going to payroll and related employee benefits and the purchase of goods and services.

Operating Expenditures per Student: Total Operating Expenditures divided by the total number of enrolled students. Student enrollment is typically reported as of fall PEIMS.

Operating Revenues and Expenses: Operating revenues and expenses are terms used in connection with the proprietary fund statement of revenues, expenses, and changes in net assets. The term is not defined as such in the authoritative accounting and financial reporting standards, although financial statement preparers are advised to consider the definition of operating activities for cash flows reporting in establishing their own definition.

Other Local & Intermediate Source Revenues: All local and intermediate revenues NOT from local real and personal property taxes including:

- Revenues realized as a result of services rendered to other school districts
- Tuition and Fees
- Rental payments, interest, investment income
- Sale of food and revenues from athletic and extra/co-curricular activities
- Revenues from counties, municipalities, utility districts, etc.

Other Operating Costs: Expenditures necessary for the operation of the school district that are not covered by Payroll Costs, Professional and Contracted Services, Supplies and Materials, Debt Services, and Capital Outlay fall into this category and include travel, insurance and bonding costs, election costs, depreciation, and other costs not defined elsewhere. This amount is recorded as Expenditure/Expense Object 6400.

Other Post-Employment Benefits (OPEB): Other post-employment benefits are benefits which will need to be paid after the employee has completed his/her employment such as post-employment medical insurance. The net OPEB liability equals the total OPEB liability minus the value of the assets in the OPEB plan that is administered through a trust that meets the specified criteria. The total OPEB liability and the OPEB plan's net position are measured as of the same date.

Other Resources: This amount is credited to total actual other resources or non-operating revenues received, such as the sale of real or personal property, bond proceeds, etc., or residual equity transfers in. This amount is recorded under Object 7020.

Payments for Shared Services Arrangements: Payments made either from a member district to a fiscal agent or payments from a fiscal agent to a member district as part of a Shared Services Arrangement (SSA). The most common types of SSAs relate to special education services, adult education services, and activities funded by the Elementary and Secondary Education Act (ESEA). Expenditures associated with this functional area are reported under Function 93.

Payroll: Payroll costs include the gross salaries or wages and benefit costs for services or tasks performed by employees at the general direction of the school district. This amount is recorded as Expenditure/Expense Object 6100. *(NOTE: Payroll amounts do not include salaries for contract workers. Therefore, this figure will vary significantly between districts and campuses that use contract workers and those that do not.)*

Public Education Information Management System (PEIMS): See *Texas Student Data System Public Education Information Management System (TSDS PEIMS)*.

Plant Maintenance & Operations: The amount spent on the maintenance and operation of the physical plant and grounds and for warehousing and receiving services. Expenditures associated with this functional area are reported under Function 51.

Property Value per Refined ADA: The district's Comptroller Certified Property Value divided by its total Refined ADA (Average Daily Attendance).

Property Value per WADA: The district's Comptroller Certified Property Value divided by its total WADA (Weighted Average Daily Attendance).

Refined ADA: Refined Average Daily Attendance (also called RADA) is based on the number of days of instruction in the school year. The aggregate eligible days attendance is divided by the number of days of instruction to compute the refined average daily attendance.

Restricted Fund Balance: This is that portion of fund balance that has externally enforceable constraints made by outside parties. The restricted fund balance, shown on the balance sheet in the governmental fund statements, may not equal the restricted component of net position of governmental activities due to different measurement focus and/or different basis of accounting.

Restricted Net Position: The second of three components of net position of governmental activities reported as restricted when constraints placed on its use are either:

- Externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments, or
- Imposed by law through constitutional provisions or enabling legislation.

The restricted component of net position should be reduced by liabilities and deferred inflows related to those assets. This component must be reported by the major categories of restrictions, e.g., restricted for capital projects, debt service, etc. No category of restricted net position can be negative, if liabilities related to restricted assets exceed those assets, no balance should be reported. The negative amount should be reported as a reduction of the unrestricted component of net position.

Revenues: Any increase in a school district’s financial resources from property taxes, foundation fund entitlements, user charges, grants, and other sources. Revenues fall into the three broad sources of revenues: Local & Intermediate Source, State, and Federal.

Short-term Debt: *See Current Liabilities.*

Snapshot: PEIMS data is submitted four times per year. Submission 1 is the fall submission and contains data pertaining to student enrollment, staff employed, and budgeted expenditures as of the last Friday in October. Snapshot provides an overview of public education in Texas, at both the state and district levels, and includes almost 100 separate data elements.

Special Revenue Fund: A governmental fund type used to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditures for specified purposes.

State Revenues: Revenues realized from the Texas Education Agency, other state agencies, shared services arrangements, or allocated on the basis of state laws relating to the Foundation School Program Act. This amount is recorded as Revenue Object 5800.

Summary of Finances (SOF) Report: The document of record for FSP allocations. An SOF report is produced for each school district and open-enrollment charter school by the TEA division responsible for state funding that describes the school district’s or open-enrollment charter school’s funding elements and FSP state aid.

Texas Student Data System Public Education Information Management System (TSDS PEIMS): A state-wide data management system for public education information in the State of Texas. One of the basic goals of PEIMS, as adopted by the State Board of Education in 1986, is to improve education practices of local school districts. PEIMS is a major improvement over previous information sources gathered from aggregated data available on paper reports. School districts submit their data via standardized computer files. These are defined in a yearly publication, the [PEIMS Data Standards](#).

Unassigned Fund Balance: Available expendable financial resources in a governmental fund that are not the object of tentative management plans (i.e., committed or assigned). One primary criterion of rating agencies for school bonds is the relative amount of unassigned fund balance. Bond rating agencies view unassigned fund balances as a reflection of the financial strength of school districts and show concern when district fund balances decrease.

Unearned Revenue: Unearned revenues are resource inflows that do not yet meet the criteria for revenue recognition. Unearned amounts are always reported as unearned revenue. Generally accepted accounting principles require that contract and grant revenue be recognized when earned, which is typically based on when expenses are incurred. Grant fund awards made in advance of expenses are reported as unearned revenue at the close of the fiscal period. In governmental funds, earned amounts also are reported as unearned revenue until they are available to liquidate liabilities of the current period.

Unmodified Opinion: Term used in connection with financial auditing. An unmodified independent auditor's opinion means there are no stated exceptions to the auditor's general assertion that the district's financial statements present fairly the financial information contained according to generally accepted accounting principles.

Unrestricted Net Position: The final of three components of net position of governmental activities, the term net position refers to the amount of total assets less total liabilities. Unrestricted net position balance refers to the portion of total net position that is neither included in the calculation of the net investment in capital assets nor restricted.

Voter-Approval (Rollback) Tax Rate: The rollback tax rate provided for under Tax Code, §26.08, has been renamed the voter-approval tax rate. There is no longer an effective tax rate calculation. The voter-approval tax rate for the 2019 tax year was the sum of:

- The state compression percentage times \$1.00 (\$0.93 cents);
- The greater of:
 - The district's tax effort for the 2018 tax year that exceeded \$1.00 minus any tax rate compression required for the enrichment tax rate or
 - \$0.04 cents; and
- The district's current debt rate.

The voter-approval tax rate is a calculated maximum rate allowed by law without voter approval. School district's voter-approval rate is equal to the district's maximum compressed rate plus the greater of the previous year's enrichment rate or five cents per \$100 of taxable value plus the current debt rate. Each year, school districts must get approval from the Texas Education Agency of their maximum compression rate.

Weighted Average Daily Attendance (WADA): A Weighted Average Daily Attendance (WADA) is used to measure the extent students are participating in special programs. The concept of WADA in effect converts all of a school district's students with their different weights to a calculated number of regular students required to raise the same amount of revenue. The greater the number of students eligible for special entitlements, the greater a school district's WADA will be.

Warrant Hold: The process by which state payments issued to payees indebted to the state, or payees with a tax delinquency, are held by the Texas Comptroller of Public Accounts until the debt is satisfied in accordance with the Texas Government Code, §403.055.

Wealth Equalization Transfer: The amount budgeted by districts for the cost of reducing their property wealth to the required equalized wealth level (Function 91). These funds are sometimes referred to as 'Robin Hood Funds'.

Recognition is given to the Texas Association of School Business Officials (TASBO) and the Texas School Public Relations Association (TSPRA) for their joint participation in creating the Schools FIRST Communication Resources Kit, revised August 2021, to assist school districts in publicizing the district's financial rating and complying with Commissioner's rules concerning the Financial Accountability Rating System.

DISCLAIMER ON GLOSSARY:

All of the information provided is believed to be accurate and reliable; however, TASBO and TSPRA assume no responsibility for any errors, appearing in this information or otherwise. Further, TASBO and TSPRA assume no responsibility for the use of the information provided.



2022

School FIRST

Annual Financial Accountability Management Report

Public Hearing

October 27, 2022



Background

- ❖ Authorized by the Legislature in 1999
- ❖ Financial Accountability Rating System and “School **FIRST**” was implemented in 2000
- ❖ Primary Goal: To achieve improved performance in the management of school district resources
- ❖ Objectives:
 - ❖ To assess the quality of financial management in Texas Public Schools
 - ❖ To measure and report the extent financial resources are used for instructional purposes
 - ❖ To evaluate the quality of financial management decisions

Rating System Indicators

❖ Twenty Indicators

- ❖ 5 Critical indicators
- ❖ 9 Solvency indicators
- ❖ 6 Financial Competence indicators

❖ Measurement Indicators

- ❖ Critical indicators (Yes/No) ● ● ● ●
- ❖ Ceiling indicators (limit maximum total points available and the applicable rating for financial accountability)
- ❖ Other indicators (0-10 points, based on performance)



District Requirements

- ❖ Annual Financial Management Report
 - ❖ Include the results of the District's performance on the School FIRST indicators, as published by the Texas Education Agency
 - ❖ Explain the District's performance on those indicators, including a comparison to the prior year
- ❖ Public Hearing
 - ❖ Conduct a public hearing on the District's performance on the School FIRST indicators
 - ❖ Publish notice of the public hearing in local newspaper
 - ❖ Receive public input





Critical Indicators

- ❖ Was the complete annual financial report and data submitted to the Texas Education Agency within 30 days of the January 28 deadline?
- ❖ Was there an unmodified opinion in the annual financial report on the financial statements as a whole?
- ❖ Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?
- ❖ Did the school district make timely payments to the Teachers Retirement System, Texas Workforce Commission, Internal Revenue Service, and other government agencies?
- ❖ Was the total unrestricted net position balance in the governmental activities column in the Statement of Net Position greater than zero? *This indicator has not been scored in the past four years due to the impact of recording the long-term liabilities for pension and other post-employment benefits*



Solvency Indicators

- ❖ Was the average change in fund balance over 3 years less than a 25% decrease or did the current year fund balance exceed 75 days of operational expenditures?
- ❖ Was the number of days of cash on hand and current investments in the general fund sufficient to cover operating expenditures?
- ❖ Was the measure of current assets to current liabilities ratio sufficient to cover short-term debt?
- ❖ Did general fund revenues cover expenditures or was the number of days of cash on hand greater than or equal to 60 days?
- ❖ Was the variance less than 10 percent when comparing budgeted revenues to actual for the last 3 fiscal years? *This indicator was not scored for the 2020-2021 fiscal year due to the impact of the COVID-19 pandemic on enrollment and attendance and the resulting loss in State revenue*
- ❖ Was the ratio of long-term liabilities to total assets sufficient to support long-term solvency?
- ❖ Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?
- ❖ Was the administrative cost ratio equal to or less than the threshold ratio?
- ❖ Was there not a 15% decline in the students to staff ratio over 3 years?



Financial Competence Indicators

- ❖ Was the actual ADA within the allotted range of the biennial projection submitted to TEA? *Again, this indicator was not scored for 2020-2021 because of the impact of the COVID-19 pandemic on enrollments and attendance.*
- ❖ Did the comparison of PEIMS data to the information in the annual financial report result in a total variance of less than 3%?
- ❖ Did the external auditor report that the annual financial report was free of any material weakness in internal controls over financial reporting and compliance for local, state, or federal funds?
- ❖ Did the external auditor indicate the annual financial report was free of any instances of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?
- ❖ Was required financial information posted on the District's website in accordance with statutes, laws, and rules?
- ❖ Were property values discussed at a board meeting within 120 days of adopting the budget?



Required Disclosures

- ❖ Superintendent's current contract
- ❖ Schedule of lodging, meals, travel, and other reimbursements to the Superintendent and Board members
- ❖ Schedule of outside compensation paid to the Superintendent
- ❖ Schedule of gifts with an aggregate value in excess of \$250 to the Superintendent and Board from outside entities
- ❖ Schedule of business transactions between Board members and the District



Determination of Rating

❖ Ratings:

- ❖ A = Superior Achievement (90 - 100 points)
- ❖ B = Above Standard (80 – 89 points)
- ❖ C = Meets Standard (70 – 79 points)
- ❖ F = Substandard Achievement (0 – 69 points)
- ❖ No Rating will be issued for a school district receiving territory under annexation with a school district ordered by the Commissioner, TEC §13.054, or consolidation under Subchapter H, Chapter 41, until the third year after the annexation/consolidation.

❖ Substandard Achievement Rating and TEA Sanctions:

- ❖ File a corrective action plan with TEA
- ❖ Assignment of financial monitor or master
- ❖ Accreditation investigation



2022 Waco ISD Results

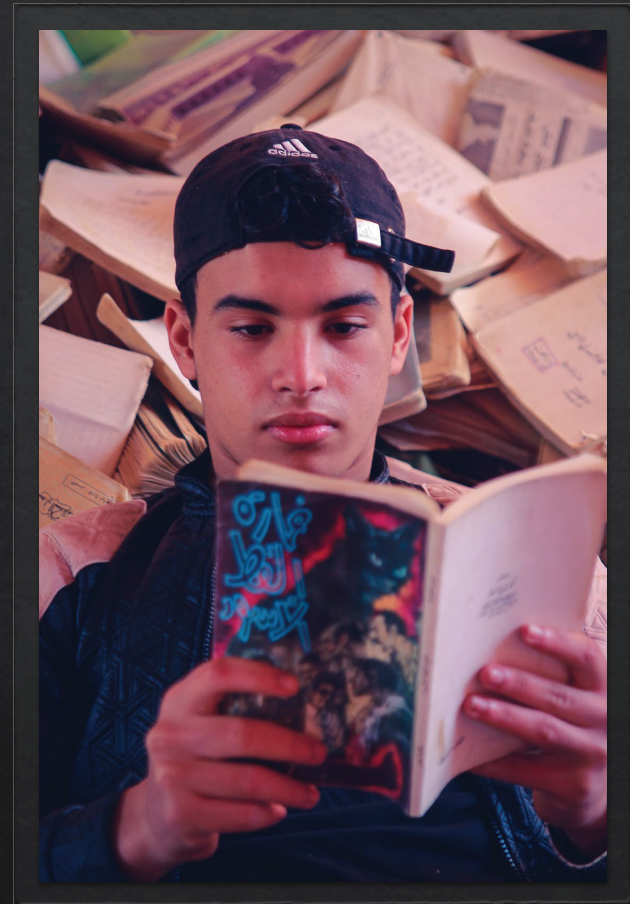


A = Superior Achievement

Waco ISD Scored 98 Out of 100 Points

2022 Waco ISD Results

- ❖ 'Yes' to the four scored Critical Indicators (indicator 5 was not scored)
- ❖ Maximum points for each of the scored Solvency indicators with the exception of indicator 13
- ❖ Maximum points for each of the scored Financial Competence Indicators



2022 Waco ISD Results

❖ Solvency Indicator #13

- ❖ Was the school district's administrative cost ratio equal to or less than the threshold ratio? The District's Administrative Cost Ratio was 9.78%, decreasing from the 9.84% for the prior year. This ratio only earned 8 of the maximum 10 points available. (See ranges below)

ADA Size	10	8	6	4	2	0
≥ 10,000	≤ 0.0855	> 0.0855 ≤ 0.1105	> 0.1105 ≤ 0.1355	> 0.1355 ≤ 0.1605	> 0.1605 ≤ 0.1855	> 0.1855
≥ 5,000 to < 10,000	≤ 0.1000	> 0.1000 ≤ 0.1250	> 0.1250 ≤ 0.1500	> 0.1500 ≤ 0.1750	> 0.1750 ≤ 0.2000	> 0.2000
≥ 1,000 to < 5,000	≤ 0.1151	> 0.1151 ≤ 0.1401	> 0.1401 ≤ 0.1651	> 0.1651 ≤ 0.1901	> 0.1901 ≤ 0.2151	> 0.2151
≥ 500 to < 1,000	≤ 0.1311	> 0.1311 ≤ 0.1561	> 0.1561 ≤ 0.1811	> 0.1811 ≤ 0.2061	> 0.2061 ≤ 0.2311	> 0.2311
< 500	≤ 0.2404	> 0.2404 ≤ 0.2654	> 0.2654 ≤ 0.2904	> 0.2904 ≤ 0.3154	> 0.3154 ≤ 0.3404	> 0.3404
Sparse	≤ 0.3364	> 0.3364 ≤ 0.3614	> 0.3614 ≤ 0.3864	> 0.3864 ≤ 0.4114	> 0.4114 ≤ 0.4364	> 0.4364

Invitation for Public Input

A copy of the “School FIRST” report is available on the “Financial Transparency” page of the Waco ISD website at:

wacoisd.org/Domain/7079

Copies are also available upon request from the Waco ISD Public Information Office



Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Sheryl Davis

RE: Report on the 2022 Delinquent Tax Collections

=====

Background Information:

The law firms of McCreary, Veselka, Bragg & Allen, P.C. and Beard, Kultgen, Brophy, Bostwick and Dickson, L.L.P., represent Waco ISD in the collection of its delinquent property taxes. Taxes unpaid each year at July 1st are referred for collection. Annually, staff prepare a report detailing activities undertaken to collect the delinquent taxes. The report explains procedures followed and legal steps to be taken if payment is not made.

Additionally, the firms also file requests for audits of the District's taxable property values with the Texas Comptroller of Public Accounts. This past year, the audit of the 2019 property values resulted in additional State Foundation Program revenue of \$1,482,071 for the 2019-2020 school year. These funds were received by the district on April 4, 2022.

A copy of the annual report is attached. Mr. Robert Meyers of McCreary, Veselka, Bragg & Allen, P.C., will be present at the meeting to answer any questions the Board might have.

Fiscal Implications:

None

Administrative Recommendation(s):

The report is presented for information, only. No action is required.

**McCREARY
VESELKA
BRAGG &
ALLEN, P.C.**

**BEARD
KULTGEN
BROPHY
BOSTWICK &
DICKSON, L.L.P.**

REPORT ON DELINQUENT PROPERTY TAX COLLECTIONS

for the



October 27, 2022

Robert L. Meyers
Attorney at Law
100 North 6th, Suite 602
Waco, Texas 76701

Frederick deB. Bostwick
Attorney at Law
220 South 4th Street
Waco, Texas 76701

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.
and
BEARD, KULTGEN, BROPHY, BOSTWICK & DICKSON, L.L.P.
ATTORNEYS AT LAW
Waco, Texas

October 27, 2022

Dr. Susan Kincannon
Superintendent
Waco Independent School District
501 Franklin Avenue
Waco Texas 76703

Re: Report on Delinquent Property Tax Collections

Dear Dr. Kincannon:

We are enclosing for you and the Board of Trustees copies of our latest Report on Delinquent Property Tax Collections. Our report details our activities undertaken to collect the delinquent taxes due to the Waco Independent School District. The report also explains the procedures we follow to ensure that each property owner is notified of their tax delinquency, and the legal steps that will be taken when prompt payment of the taxes is not made.

We believe that our collection procedures provide the Waco Independent School District with maximum recovery of its delinquent taxes in the shortest period of time possible. In addition to our collection activities, we will advise the Waco Independent School District on any ad valorem tax matter.

We appreciate the opportunity to represent the Waco Independent School District in the collection of its delinquent taxes and invite your questions and comments in order that we may better serve your needs.

Sincerely,



Robert L. Meyers
McCreary, Veselka, Bragg & Allen, P.C.

Rick Bostwick

Frederick deB. Bostwick, III
Beard, Kultgen, Brophy, Bostwick & Dickson, L.L.P.

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.
and
BEARD, KULTGEN, BROPHY, BOSTWICK & DICKSON, L.L.P.

REPORT ON DELINQUENT PROPERTY TAX COLLECTIONS
for the
WACO INDEPENDENT SCHOOL DISTRICT

The goal of our tax collection program is to collect the greatest amount of tax in the shortest period of time. **McCreary, Veselka, Bragg & Allen, P.C.** and **Beard, Kultgen, Brophy, Bostwick & Dickson, L.L.P.** believe they have met this goal for the **Waco Independent School District**.

Tax Collections generally fall into two categories, *current tax collections*, the collection of the current levy of taxes within the fiscal year in which they are assessed, and *delinquent tax collections*, taxes that are unpaid and referred to a law firm for collection. It is our belief that an effective delinquent tax collection program will not only result in the quick recovery of delinquent taxes but will also enhance current collections. When the taxpaying public is aware that the **District** aggressively, but fairly, pursues unpaid taxes, there is more incentive for a property owner to timely pay their current taxes. The following are some of the significant points contained in our report.

CURRENT TAX COLLECTIONS

- The **District** collected **98.68%** of its current year's taxes. (Chart Page 2)
- The **District's** Total Annual Tax Collections (current and delinquent taxes, penalties and interest) typically **exceeds** the amount of taxes that have been levied (Chart Page 3)

DELINQUENT TAX COLLECTIONS

- The **District** ultimately collects over **99.00%** of the taxes that it levies. (Chart Page 4)
- We have collected **46.23%** of the taxes referred to us in July 2022, **76.15%** of the taxes referred to us in July 2021, and **86.45%** of the taxes referred in July 2020. The balance of these taxes is being quickly and efficiently collected. (Charts Page 5).
- In order to collect the **District's** delinquent taxes, we have:
 - Sent over **8,438** Delinquent Tax Notices
 - Filed **165** Delinquent Tax Suits
 - Recovered **86** Judgments, and
 - Posted **59** properties for sale

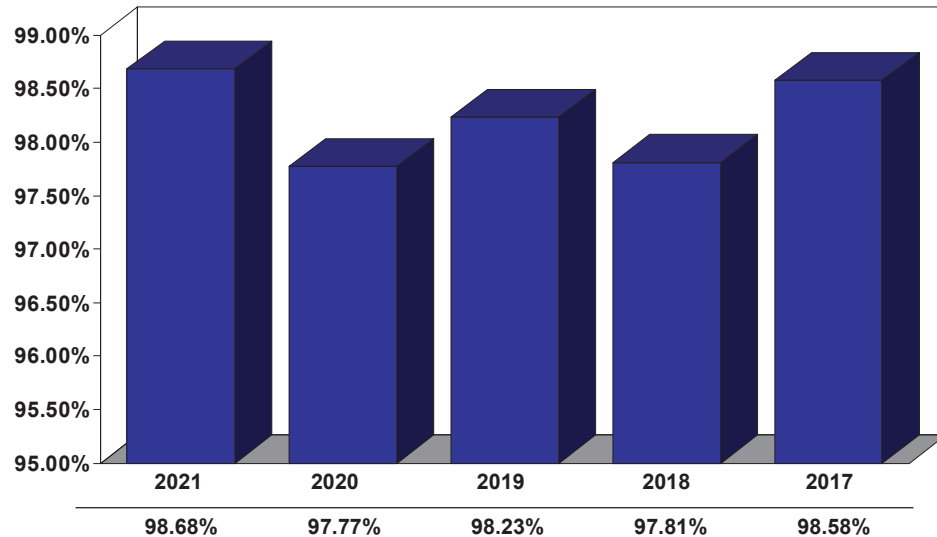
PROPERTY VALUE AUDITS

- We filed an audits of the District's taxable value for tax years 2016, 2017, 2018 and 2019 with the Comptroller of Public Accounts that resulted in the District receiving **\$4,043,573** in additional state aid. (Page 11)

CURRENT TAX COLLECTIONS

Displayed below are the District's current tax collection amounts and percentages. This is the amount of taxes levied by the District for the past five years and the amount of those taxes collected in that budget year.

*The District collected **98.68%** of its tax levy for the 2021 tax year.*



Variances in the Current Collection Percentages from year to year are primarily influenced by the ability of taxpayers to pay their taxes. This past year the District experienced one of the highest percentages of collections of its current taxes ever.

The Table below and the Chart above list the original amount of taxes levied by the District and the amount and percentage of collection of these taxes from October 1 through August 31 of each year. The amount of each year's tax levy has been adjusted for Tax Office corrections to the District's tax roll.

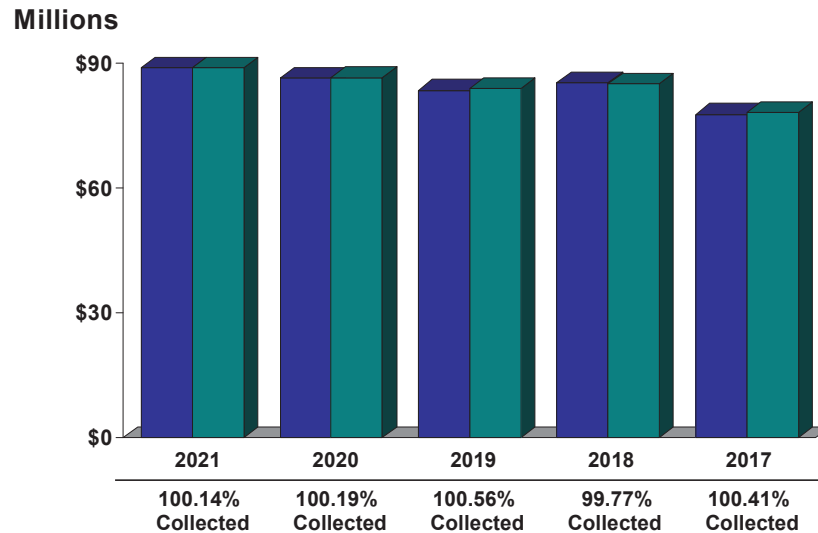
CURRENT TAX COLLECTIONS (OCTOBER 1 THROUGH AUGUST 31)

<i>Tax Year</i>	Original Tax Levy (Adjusted)	Current Tax Collections	Percent Collected
<i>2021</i>	\$88,756,641	\$87,582,184	98.68%
<i>2020</i>	\$86,341,927	\$84,416,904	97.77%
<i>2019</i>	\$83,424,154	\$81,947,735	98.23%
<i>2018</i>	\$85,230,805	\$83,362,597	97.81%
<i>2017</i>	\$77,703,800	\$76,596,825	98.58%

TOTAL ANNUAL TAX COLLECTIONS

In most years, the District’s Total Annual Tax Collections *actually exceeds the amount of taxes that were levied.*

*The District historically collects over **100%** of its tax levy each year.*



Typically, the District’s Total Annual Collections that includes the amount of the Current Taxes collected added to the Delinquent Taxes, Penalties and Interest is greater than the amount of taxes levied by the District. Thus, the District is assured that each year it will collect over 100% of the taxes that are levied.

The District’s 2018 levy *was adjusted upward by the addition of over three hundred thousand dollars in taxes*, although these taxes were ultimately collected, the late addition of such a large amount of current year taxes prevented the District from statistically collecting over one hundred percent of its levy that year. (The amounts listed have been adjusted for tax office corrections.)

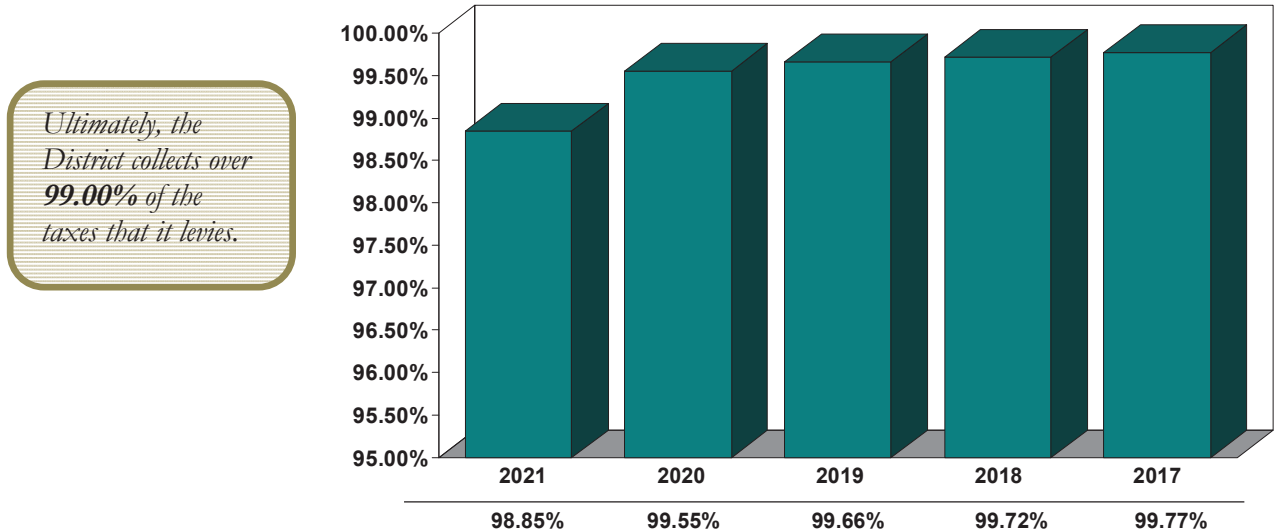
TOTAL ANNUAL TAX COLLECTIONS* (SEPTEMBER 1 THROUGH AUGUST 31)

Tax Year	Original Tax Levy (Adjusted)	Total Annual Tax Collections	Percent Collected
2021	\$88,756,641	\$88,882,345	100.14%
2020	\$86,341,927	\$86,504,516	100.19%
2019	\$83,424,154	\$83,888,701	100.56%
2018	\$85,230,805	\$85,038,045	99.77%
2017	\$77,703,800	\$78,022,906	100.41%

**Includes Current and Delinquent Taxes, Penalties, and Interest*

COLLECTION OF TAX LEVY

Ultimately over **99%** of the District's taxes are collected. Listed below are the last five tax years. As of September 30, 2022, **98.85 to 99.77%** of the taxes levied for the tax years 2021 through 2017 have been recovered. For each of the tax years prior to 2016, the District has collected over 99.00% of the taxes that were levied



This Chart and the Table below list the actual amount of taxes levied for the past five years and the amount and percentage of each year's tax levy that have been collected. The amounts included are original tax amounts only *and do not include penalties and interest that have also been collected.*

It is a historical reality that a small percentage of each year's tax levy will be uncollectable due to a number of reasons such as insolvent business personal property accounts, bankruptcies, tax deferrals, medical hardships, and the fact that some property owners are judgment proof. Therefore, the cumulative percent collected, while extremely high, will never be one hundred percent.

COLLECTION OF TAX LEVY (TAX COLLECTIONS FROM OCTOBER 1 OF EACH TAX YEAR THROUGH SEPTEMBER 30, 2022)

<i>Tax Year</i>	<i>Original Tax Levy (Adjusted)</i>	<i>Total Tax Collections</i>	<i>Percent Collected</i>	<i>Number Of Months</i>
2021	\$88,756,641	\$87,736,343	98.85%	12
2020	\$86,341,927	\$85,956,633	99.55%	24
2019	\$83,424,154	\$83,144,223	99.66%	36
2018	\$85,230,805	\$84,991,886	99.72%	48
2017	\$77,703,800	\$77,523,758	99.77%	60

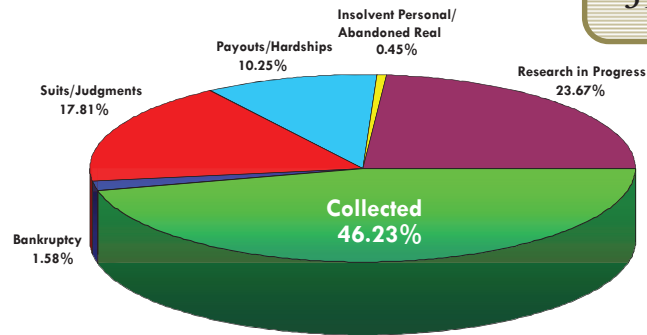
COLLECTION STATUS OF DELINQUENT TAXES

Each July 1, the District refers to us its unpaid delinquent taxes from the prior year for collection. The following charts depict the success we have had in collecting the taxes referred to us. As of September 30, 2022, we have collected:

COLLECTION STATUS OF 2021 DELINQUENT TAXES

46.23%
Collected in
3 Months

Category	Amount	Percent
Total Due (7/1/22)	\$1,897,400	
Collected**	\$877,102	46.23%
Bankruptcy	\$29,954	1.58%
Suits & Judgments	\$337,990	17.81%
Payout & Hardships	\$194,522	10.25%
Insolvent & Abandoned Property	\$8,624	0.45%
Research in Progress	\$449,208	23.67%

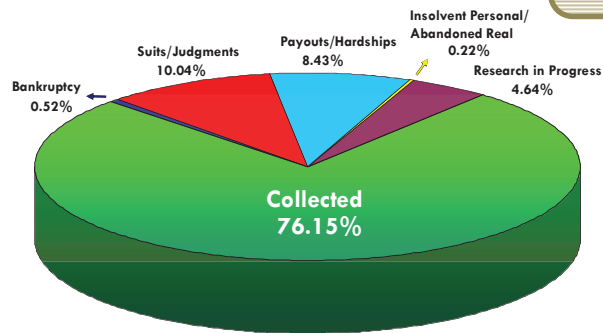


Delinquent Taxes Collected: \$877,102

COLLECTION STATUS OF 2020 DELINQUENT TAXES

76.15%
Collected in
15 Months

Category	Amount	Percent
Total Due* (7/1/21)	\$1,615,285	
Collected**	\$1,229,991	76.15%
Bankruptcy	\$8,394	0.52%
Suits & Judgments	\$162,129	10.04%
Payout & Hardships	\$136,219	8.43%
Insolvent & Abandoned Property	\$3,552	0.22%
Research in Progress	\$75,000	4.64%

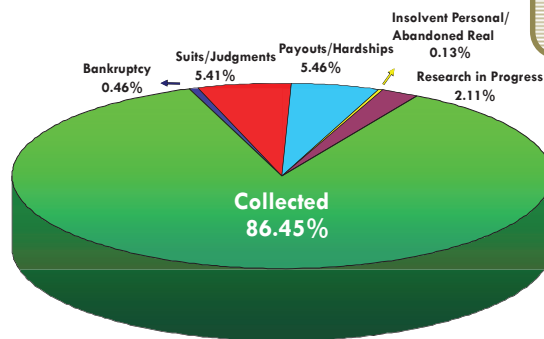


Delinquent Taxes Collected: \$1,229,991

COLLECTION STATUS OF 2019 DELINQUENT TAXES

86.45%
Collected in
27 Months

Category	Amount	Percent
Total Due (7/1/20)	\$2,065,263	
Collected**	\$1,785,332	86.45%
Bankruptcy	\$9,498	0.46%
Suits & Judgments	\$111,633	5.41%
Payout & Hardships	\$112,688	5.46%
Insolvent & Abandoned Property	\$2,623	0.13%
Research in Progress	\$42,489	2.11%



Delinquent Taxes Collected: \$1,913,493

*2020 Total Due was reduced by tax office adjustments of \$875,011

** Collected amount listed includes taxes collected and taxes deleted due to tax office adjustments

THIS OUTSTANDING LEVEL OF COLLECTIONS DID NOT SIMPLY HAPPEN.

- We have worked diligently collecting these taxes. MVBA has conducted a comprehensive delinquent tax collection program, which provides for:
 - Regular and systematic mailing of delinquent tax notices to delinquent property owners.
 - Thorough title examinations and ownership verification on selected delinquent tax accounts.
 - Pre-litigation notices to all property owners and lienholders on each delinquent tract of real property; and
 - The filing and prosecuting of delinquent tax suits to judgment and the final sale of the property to satisfy the tax delinquency if payment arrangements were not satisfactory made.
 - We believe that these charts graphically depict the results of MVBA's aggressive delinquent tax collection program.

DEFINITIONS AND COMMENTS REGARDING CHARTS ON PAGE 5

Lawsuits/Judgments

MVBA files delinquent tax suits for the collection of delinquent taxes. Often property owners enter into payment arrangements subsequent to the filing of suit. Further prosecution of these delinquent tax suits is abated as long as the taxpayer complies with the payout agreement. If the property owner makes no effort to pay after suit is filed and citation is served, or if the taxpayer defaults on a payout agreement, judgment is sought. If taxes remain unpaid, subsequent to judgment, an order of sale is issued, and the property is posted for sale.

Bankruptcy

When a property owner files bankruptcy collection activity is prohibited under the United States Bankruptcy Code. MVBA monitors the progress of bankruptcy cases and filed appropriate motions and objections with the Bankruptcy Court to ensure that the tax claims and the tax liens are accorded the highest possible priority. The amount of the claims that will ultimately be paid, particularly in Chapter 7 cases, cannot be estimated.

Insolvent Personal & Abandoned Real Property

Tax accounts on which delinquent notices mailed by MVBA have been returned to us by the U. S. Postal Service as undeliverable or accounts for which the Appraisal District or Tax Office has been unable to determine an address. MVBA is engaged in an extensive address research program. When new addresses are found, notices are promptly sent. However, without an

accurate address personal property delinquent taxes are, as a practical matter, uncollectable. Some of these accounts represent mobile homes that are no longer in the County. In most cases, the Appraisal District has no knowledge of the whereabouts of the owners of these mobile homes. These accounts are uncollectable because collection activity against the owners is effectively precluded. There are numerous business personal accounts where the business is no longer operating. When a business ceases operation, often the owner leaves the County and/or State. Even if the owners of the business can be located, they are usually “judgment proof”. Many of these businesses were corporations which are either defunct or have no assets. The whereabouts of the owners of a few real property accounts are unknown. These are unimproved lots or vacant acreage tracts making it extremely difficult to locate the owners. In some cases, the record owners are deceased, and their heirs are unknown or cannot be located. The owners of these vacant and abandoned properties will be served with citation by publication and the properties sold at tax sales.

Pre-Litigation Payouts/Deferrals & Hardships

Property owners enter into written installment payment agreements pursuant to §33.02 of the Property Tax Code prior to suit being filed. These payment agreements are tailored to the individual taxpayer’s ability to pay based on their particular financial problems. As a result of the payout agreements, a steady flow of tax payments is received.

There are also, taxpayers who have claimed the over-65 deferral provided by the Tax Code, which prevents the collection of the delinquent taxes assessed against their homesteads. In addition, a few property owners have been designated as hardship cases. Hardship cases are those in which the property owners have documented severe medical conditions or acute financial problems that warrant unusual consideration. Designation as a hardship merely delays collection but does allow for the eventual collection of the taxes.

Research in Progress

This segment refers to those accounts, which do not have any known impediment to the collection process or specific collection activity pending. MVBA has sent several notices of delinquency on each account. We are continuing to place additional accounts under litigation. However, we stress that there may be circumstances which may preclude the collection of some of these taxes. These may include bankruptcies, insolvent or closed businesses, hardship cases, and/or incorrect addresses which are unknown. Nevertheless, MVBA will continue to use all appropriate efforts to collect the delinquent taxes that are due.

DELINQUENT PROPERTY TAX COLLECTION ACTIVITY

(October 1, 2021 through September 30, 2022)

TAXPAYER NOTIFICATION

Our experience has proven that the right notice to the right person at the right time results in the payment of taxes to our client. For this reason, *McCreary, Veselka, Bragg & Allen* sends a series of letters to property owners both before and after we have filed a delinquent tax suit against a property owner and the property. Listed below are various types of notices sent by MVBA to property owners notifying them of their tax delinquency and the status of legal action taken by MVBA to collect the taxes.

Many delinquent accounts are collected as a result of giving the property attention to finding the correct address of a property owner. Delinquent accounts with unknown or incorrect addresses are researched by MVBA through the use of Texas Motor Vehicle registration information, internet databases, telephone directories, city directories, utility records, voter registration records, assumed name files and the records of the Secretary of State. When MVBA obtains new addresses, notices are immediately sent informing the property owner of their tax and notifies the Tax Office of the new address so that the tax records can be updated.

<i>Type of Notices</i>	<i>Number of Notices</i>
Initial Notices are polite, but pointed, notices designed to remind the delinquent property owner of their tax liability and urging voluntary payment of the taxes due.	3,236
Homeowner Assistance Notices informed taxpayers that the State of Texas Department of Housing and Community Affairs has funds available to assist homeowners with payment of their delinquent taxes on their homes. The notices were printed in English and Spanish and included the toll-free telephone number and the website address to the department for additional information.	832
Delinquent Notices are more insistent notices requiring payment of the delinquent taxes.	2,544
Demand Notices are sent on selected accounts giving notice that if the taxes are not paid, a delinquent tax suit will be filed against the property owner and the property.	1,826
TOTAL NOTICES	8,438

LITIGATION

MVBA files delinquent tax suits when property owners and all other parties whom MVBA has determined to have an interest in the property fail to respond to the notices sent to them. Delinquent tax suits filed by MVBA seek a personal judgment against the property owner and foreclosure and sale of the property to satisfy the tax delinquency. When all delinquent taxes, penalties and interest have been paid to the taxing jurisdiction, and all costs of court have been paid in the lawsuit, the lawsuit is dismissed against both the property owner and the property.

<i>Number of Suits</i>	<i>Number of Properties</i>	<i>Amount Due</i>
165	206	\$661,272

JUDGMENTS

When the property owner and all parties who have an interest in the property have been served with citation, MVBA notifies the property owner and all other defendants in the lawsuit of the date at which a hearing will be held in District Court to seek a judgment against the property owner and the property. MVBA recovers judgments against the property owner and the property, authorizing sale of the property in order to recover the delinquent taxes, penalties and interest owed. If the property owner pays the total amount of taxes, penalties, interest and costs after judgment has been rendered by the District Court, the judgment is released against both the property owner and the property

<i>Number of Judgments</i>	<i>Number of Properties</i>	<i>Amount Due</i>
86	109	\$509,871

TAX SALES

Should the property owner fail to respond to the notice of judgment, MVBA proceeds with a Sheriff's Sale of the property. MVBA publishes a Notice of Sale in the local newspaper and sends copies to the property owner and all other defendants in the delinquent tax suit, as required by law. In many instances, the property owner either pays the taxes prior to sale or enters into satisfactory arrangements for the payment of the taxes, in which case the property is withdrawn from the Sheriff's Sale. Properties offered for sale are either conveyed to purchasers, or if no acceptable bid is made on the property, conveyed to the taxing units in lieu of payment of taxes. MVBA assists the Sheriff in conducting the sale and prepares the deeds to the purchasers, finalizes the sale papers and supervises the distribution of the sale proceeds to the taxing authorities in order to satisfy the tax delinquency.

<i>Properties Posted for Sale</i>	<i>Properties Paid/Payout</i>	<i>Properties Sold/Conveyed into Trust</i>	<i>Amount Due</i>
59	40	19	\$308,688

BANKRUPTCY LITIGATION

McCreary, Veselka, Bragg & Allen's bankruptcy department closely supervises those individuals and corporations that file for protection under the bankruptcy laws who owe taxes. Through our fully computerized bankruptcy tracking system, MVBA files and monitors all claims for taxes owed by the bankrupt debtor. Proofs of Claim are filed by MVBA to assert the amount of tax, penalty and interest due when the bankruptcy is filed. Administrative claims are filed to seek recovery of taxes that arise after the debtor has filed bankruptcy. Our attorneys review all Motions and Plans for Reorganization filed by the debtor or any other creditor with the Bankruptcy Court, aggressively assert the tax claims, and defend the tax liens of our clients to the fullest extent allowed under the Bankruptcy Code.

<i>Type</i>	<i>Number of Bankruptcies</i>	<i>Number of Properties</i>	<i>Amount Due</i>
Bankruptcies Filed	18	35	\$158,647

PROPERTY VALUE AUDIT

Our firm filed an audit of the district’s taxable value with the Comptroller of Public Accounts. The audit reported corrections and changes to the District’s tax roll which decreased the District’s taxable value and tax levy. The audit will lower the Comptroller’s finding of the District’s taxable which it will report to the Texas Education Agency and entitled the District to additional state aid. The amount of reduction in the District’s taxable values is set out below:

<i>Tax Year</i>	<i>Additional State Aid</i>
2016	\$453,605
2017	\$824,758
2018	\$1,283,139
2019	\$1,482,071
Total	\$4,043,573

FEE FOR SERVICES

MVBA provides all legal representation for a contingent fee of the delinquent taxes, penalties and interest collected. Our attorney fees are paid entirely by the delinquent property owners upon payment of the delinquent taxes as an additional penalty pursuant to the Texas Tax Code.

All of our collection services are provided at no cost to the district

**McCREARY
VESELKA
BRAGG &
ALLEN, P.C.**

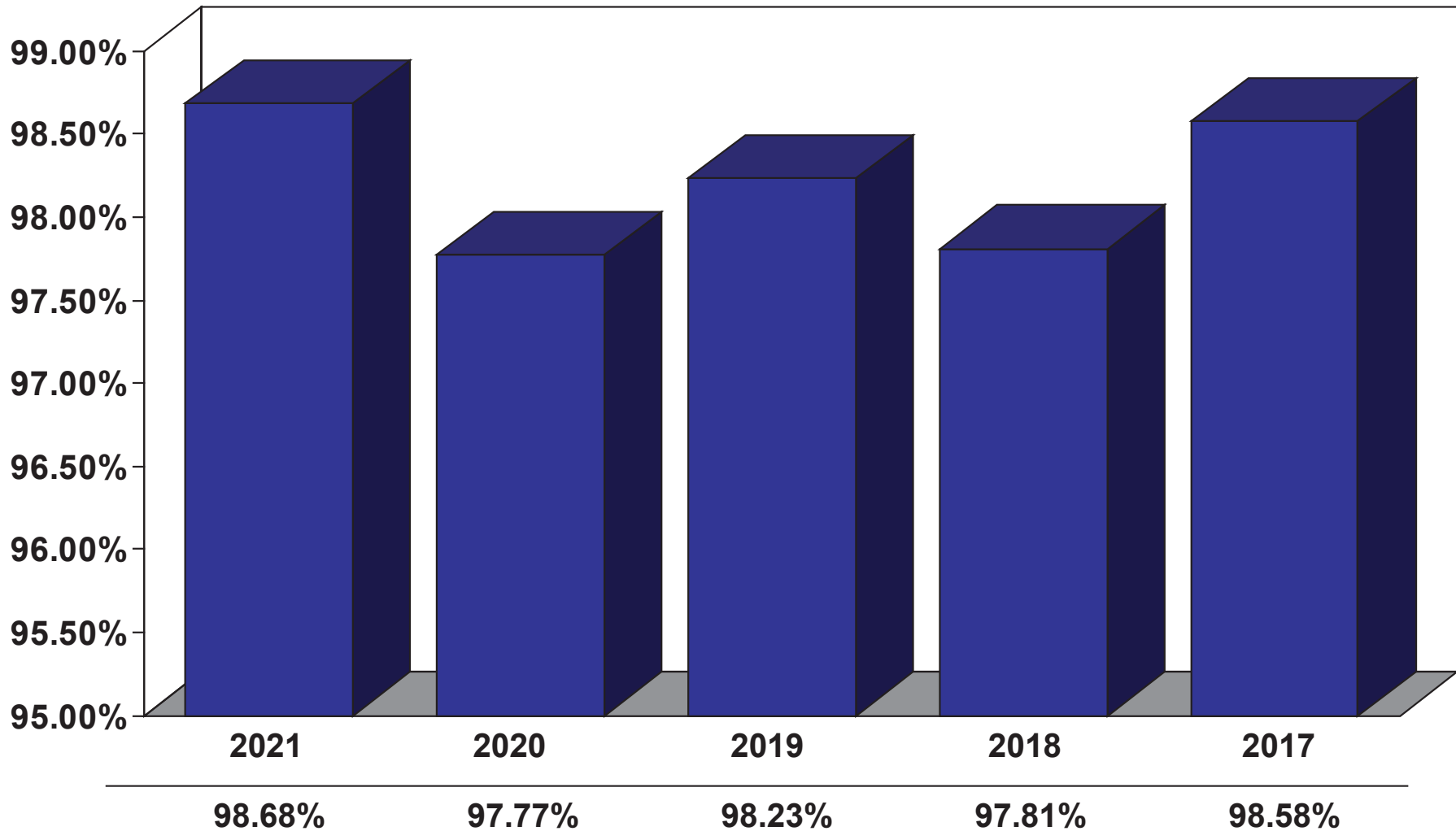
**BEARD
KULTGEN
BROPHY
BOSTWICK &
DICKSON,
L.L.P.**



**REPORT ON DELINQUENT
PROPERTY TAX COLLECTIONS**

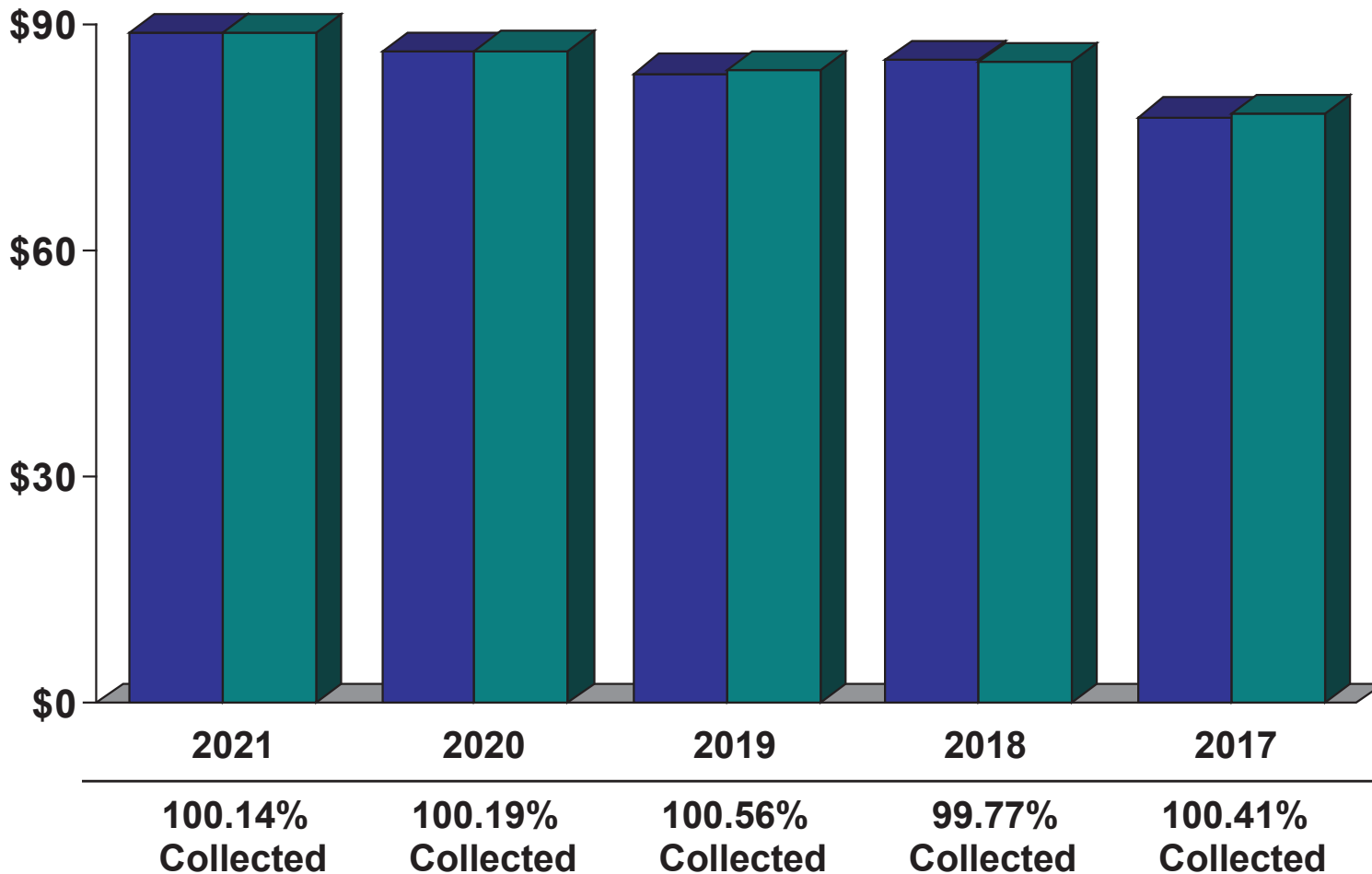
October 27, 2022

WACO INDEPENDENT SCHOOL DISTRICT CURRENT TAX COLLECTIONS

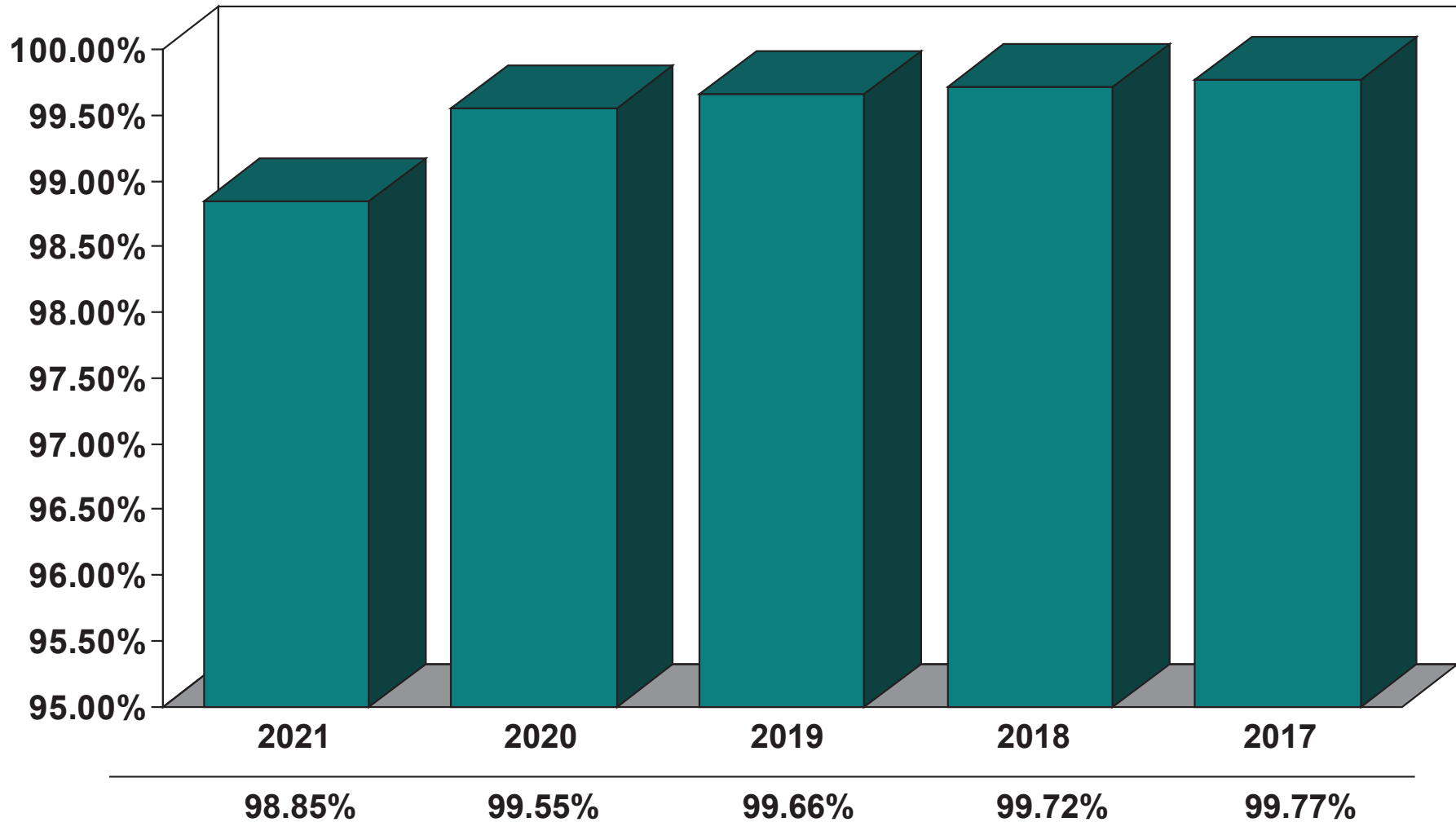


WACO INDEPENDENT SCHOOL DISTRICT TOTAL ANNUAL TAX COLLECTIONS

Millions

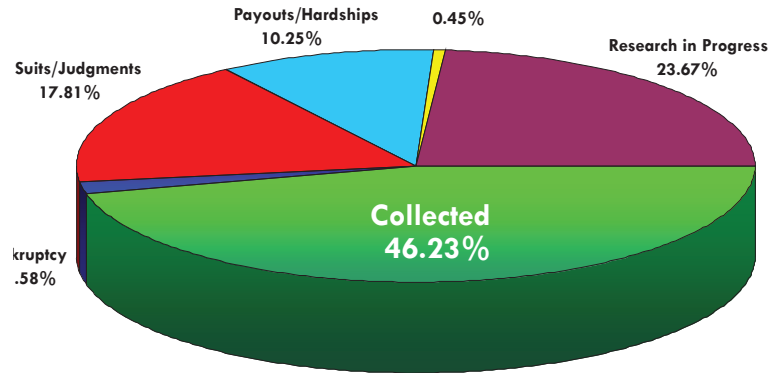


WACO INDEPENDENT SCHOOL DISTRICT COLLECTION OF TAX LEVY



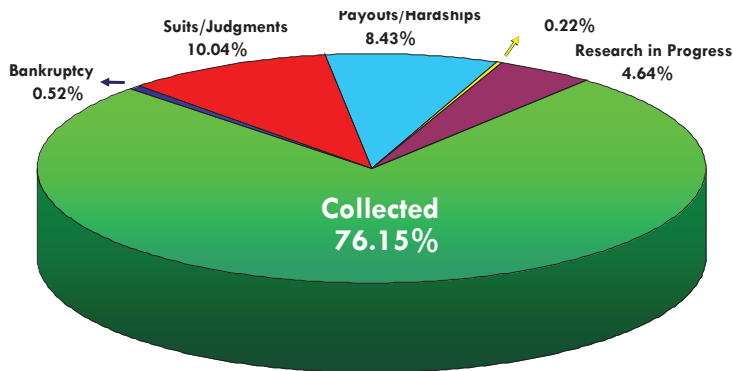
WACO INDEPENDENT SCHOOL DISTRICT COLLECTION STATUS OF DELINQUENT TAXES

2021 Delinquent Taxes



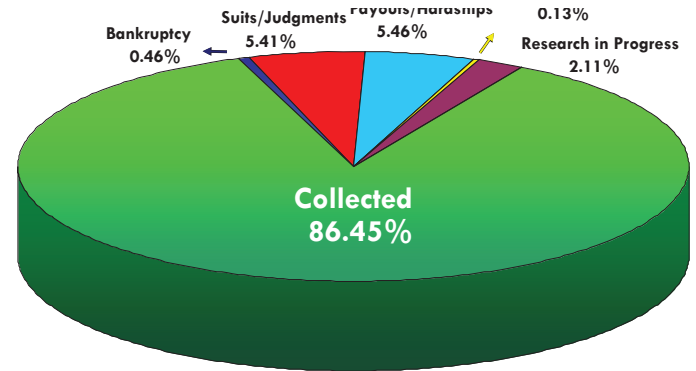
Delinquent Taxes Collected: \$877,102

2020 Delinquent Taxes



Delinquent Taxes Collected: \$1,229,991

2019 Delinquent Taxes



Delinquent Taxes Collected: \$1,785,332

WACO INDEPENDENT SCHOOL DISTRICT TAX COLLECTION ACTIVITY

<i>Tax Notices</i>	8,438
<i>Tax Lawsuits</i>	165
<i>Tax Judgments</i>	86
<i>Tax Sales</i>	59

WACO INDEPENDENT SCHOOL DISTRICT PROPERTY VALUE AUDIT

<i>Tax Year</i>	<i>Additional State Aid</i>
2016	\$453,605
2017	\$824,758
2018	\$1,283,139
2019	\$1,482,071
<i>TOTAL</i>	\$4,043,573

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Sheryl Davis

RE: Monthly and Quarterly Financial Reports for the Period Ended August 31, 2022

=====

Background Information:

Attached are the compiled August monthly financial reports for the following:

- General Fund
- Food Service Fund
- Debt Service Fund
- Internal Services Fund

Also attached are the quarterly reports for the following:

- Tax Collection Report
- Cash and Investment Report
- Cash Flow Projection

These interim financial statements have been prepared utilizing data generated from the automated financial system and do not include any information related to other special revenue funds, capital projects funds, or trust and agency funds. Balances included in the report are unaudited and may change as a result of final year end closing entries and audit activities.

Fiscal Implications:

None.

Administrative Recommendations:

Report only, no action is required.



**Waco Independent School
District
Business & Support Services**

Sheryl Davis
Chief Finance Officer

P.O. Box 27, Waco, Texas 76703
Phone: 254-755-9440

October 21, 2022

Board of Trustees
Waco Independent School District
Waco, Texas

The accompanying balance sheets, statements of revenues, expenditures and changes in fund balance, and encumbrances and expenditures by fund, function and object for the month ending August 31, 2022 have been compiled for the General Fund, Food Service Fund, Debt Service Fund, and Internal Services Fund. Final cash reconciliation procedures and financial audit activities may result in additional adjustments to the August financial statements. These preliminary financial reports are prepared utilizing the following assumptions:

Revenue: Recorded on a cash basis with adjustments to accrual basis made at August 31, 2022.

Expenditure: Totals on the "Statement of Revenues, Expenditures and Changes in Fund Balance" include expenditures occurring during the interim period reported. Balances have been adjusted to accrual basis at August 31, 2022. Encumbrances still open at August 31st are closed for the fiscal year and rolled into the subsequent year. Therefore, no encumbrances are reflected in the reports.

Beginning
Fund Balance: Represents August 31, 2022 unaudited ending fund balance.

I have not performed an audit or review of these financial statements. Please do not hesitate to call if you have any questions or need further assistance.

Sheryl Davis
Chief Finance Officer

Comparison of Fiscal Year 2021-2022 Revenues and Expenditures to Previous Fiscal Year as of August 31, 2022

Variations in revenues and expenditures as compared to the previous year are primarily due to the cyclical nature of budgetary receipts and expenditures. The larger variances are explained in this summary.

General Fund

Revenues:

5710 Local Property Taxes – Collections as of the end of June have increased \$1,975,739 over last year. Collections as a percent of budget were 99.5% compared to 103.3% last year. Collections, as a percent of budget, as of August 31, 2020 was 97.9%. Last year's percentage was an anomaly due to the issues in certifying the 2020 property values.

5720 Services to Other Districts – Last year's revenues do not reflect any revenue from services to other districts. The \$68,512 shown for the current year represents fiscal agent services rendered to the McLennan County Challenge Academy. Last year, because of the decrease in participation, the Academy operated at a loss and the District did not charge its fiscal agent fee to the fund. Individual funds cannot end the year in a deficit position. Had the District charged the fee, we would have had to cover the cost with an operating transfer.

5730 Tuition and Fees – Current year revenue reflects an increase of \$108,534 over last year.

5740 Other Local Revenue – Revenues have increased \$2,075,441 from last year. The increase is due to a number of factors. Tax Increment Reinvestment Zone #2 was closed at the end of 2021. The District received a payment of \$1.7 million of its share of the remaining funds. \$1.4 million was credited to the general fund with the remaining \$0.3 million going to the debt service fund. Because the funds came from prior year payments, the refund was recorded as miscellaneous revenue. Current year revenues also reflect payments received for the general fund's expenditures in relation to the fire at G. W. Carver Middle School of \$1.1 million as well as insurance recoveries for the 2021 winter storm of \$330,703 and 2020 hail damage of \$141,218.

5750 Extracurricular Activities – With the return to a normal events schedule, revenues from extracurricular activities have increased \$185,313 or 33.8% over last year.

5810 Per Capita and Foundation School Program Revenue – Revenue has decreased \$4.4 million from last year. Last year's lower revenue reflected near final settlement payments to the Texas Education Agency. Enrollment as of the Fall 2021 PEIMS submission was down 631 students from that projected in estimating Foundation School Program (FSP) revenue for 2021-2022. Attendance rates were also significantly lower than those of 2020-2021. The State once again provided some funding relief through a hold-harmless adjustment. Attendance rates for the first four six weeks were adjusted to the average attendance rates for the same period in school year 2019-2020. Calculated near final revenue, based on average daily attendance for the year with the hold harmless adjustment, approved attendance waivers and final tax collections, indicate a loss in Foundation School Program revenue of approximately \$5.9 million for the year. The loss in revenue was partially offset by a recalculation of FSP revenue for the 2019-2020 fiscal year. The

District appealed its 2019 property values and the audit resulted in an additional payment of \$1.5 million. The payment was received on April 5, 2022.

5900 Federal Sources Revenue – Revenue has increased \$2,039,829 over last year. This is primarily from an increase in indirect cost recoveries related to expenditures from the federal stimulus funds.

Functional Expenditures:

Expenditures in the functional categories appear to be consistent with last year’s spending pattern with the exceptions shown below.

11 Instruction – The decrease of \$1.9 million is primarily due to the difference in the instructional calendar between 2021-2022 and 2020-2021. Additionally, approximately \$860,000 in salaries and benefits for dyslexia specialists have been picked up by ESSER funds for the current year. It is planned that ESSER funds will continue to pay for those salaries for the next two fiscal years.

13 Curriculum and Instructional Staff Development – Expenditures are down \$154,948 from last year

21 Instructional Leadership – Expenditures have decreased \$424,915 from last year. The decrease is in payroll costs and is a result of the restructuring of instructional administration this past summer.

31 Guidance, Counseling, and Evaluation Services – The increase of \$341,354 results primarily from the addition of evaluative staff in special education offset by the change in the instructional calendar.

33 Health Services – Expenditures have decreased \$127,036 from last year. Last year’s expenditures included outlays for supplies to protect employees during the pandemic.

34 Student Transportation – The decrease in expenditures of \$762,508 is almost exclusively due to \$725,604 in bus purchases being record in the prior year. While the District approved an increase in contractual services, rising from the pay increase for bus drivers, aides and other personnel, the lack of drivers has eliminated routes and the ability to provide buses for field trips. No bus purchases were budgeted for the 2021-2022 fiscal year.

36 Extracurricular Activities – The increase of \$922,914 results from the addition of a number of new positions, including a coordinator for middle school athletics and strengthening coaches, as well as purchases of supplies and equipment to enhance the middle school program. Due to supply chain issues, many of the purchase orders issued last summer were not received until the beginning of this fiscal year.

41 General Administration – Expenditures increased \$548,485 over last year. Approximately \$271,700 of the increase is due to increases in payroll costs including the addition of the Deputy Superintendent position as well as a restructuring of the Human Resources Department. Expenditures for supplies increased \$101,371 and travel, awards, and other miscellaneous costs increased another \$214,932.

51 Plant Maintenance and Operations -- Much of the \$734,506 decrease in expenditures results from significant expenditures in 2020-2021 for projects related to insurance claims, primarily winter storm and hail damage.

52 Security and Monitoring Services – Most of the \$129,991 increase results from the receipt of three police cars, ordered in the summer of 2021 and which were finally received this summer.

53 Data Processing Services -- Expenditures have increased \$1,520,604 over last year. The increase is primarily due to the recognition, as a right-to-use asset, of \$908,685 in E-Rate funded expenditures for the dark fiber project, as well as upgrades to the student and business systems as well as additional software platforms to support instruction.

71 Debt Service – The \$321,805 increase in expenditures represent a change in accounting treatment for leases and not new debt. Although implementation of GASB 87, relating to the recording of long-term leases, had been delayed two years, the District was required to implement the new accounting treatment for the fiscal year beginning after June 15, 2021. The Statement establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. An amendment was processed this past July to accommodate this requirement, placing budget for the calculated value of the capital assets, principal, and interest expenditures. These entries are offset by proceeds from right to use assets. Leases falling under this requirement include copiers, portables, and dark fiber.

81 Facilities Acquisition and Construction – Expenditures have decreased \$943,519 due to the completion of the Paul Tyson Stadium project as well as the sale of bonds which picked up costs related to the rebuild of Waco High and G.W. Carver and Tennyson Middle schools.

95 Juvenile Justice Program – While not back to 2019-2020 levels, participation in the Challenge Academy has begun to normalize. The June statements show an increase of \$305,725 over last year. Recent projections, discussed with the Challenge Academy Board, indicate that a rate increase will not be required for the 2022-2023 school year.

Other Sources of Funds:

The \$1,339,520 shown as other sources represents the calculation of proceeds from right to use assets as required under GASB 87.

Other Uses of Funds:

The \$521,432 shown as other uses represents operating transfers to cover deficits in other funds including: \$174,211 for the Regional Day School for the Deaf, \$127,969 for the Greater Waco Advanced Manufacturing Academy, and \$219,252 for the Greater Waco Advanced Health Care Academy.

Food Service Fund

Revenues:

5750 Extracurricular Activities – Revenues generated through adult meals and catering have increased \$250,424 over last year.

5900 Federal Sources Revenue – Federal reimbursements for meals have increased \$3.4 million. This change reflects the return of students to in-person instruction. However, revenue increases are offset by accompanying increases in expenditures.

The fund will again end the year in a positive position. The inability to complete the walk-in cooler/freezer project prior to year-end or receive much of the other equipment ordered last year. We have applied and received approval until June 30, 2023, on an extension of the District's plan to reduce the excess fund balance. It is expected that we will not experience the same gains for the 2022-2023 fiscal year. Direct certifications of eligible students was down significantly in April and will reduce our "free" meal funding to 95% of participating students. The remaining 5% will be reimbursed at a "paid" rate. That loss in revenue coupled with increases in food costs should result in revenues more closely tracking expenditures.

Functional Expenditures:

Expenditures in the functional categories appear to be consistent with last year's spending pattern with the exceptions shown below.

35 Food Services – Expenditures have increased \$3.8 million over last year. The increase is due to the purchase of food, non-food supplies, and equipment as we continue to have a large number of vacancies in the workforce. The District has budgeted approximately \$4.1 million for equipment replacement projects in an effort to reduce the excess fund balance and has received \$2.0 million through the end of August.

Debt Service Fund

Revenues:

5710 Local Property Taxes – Property tax collections at the end of June have increased \$387,939 in comparison to last year.

5740 Other Local Revenue – Revenues have increased \$348,883 over last year. This is attributable to collections for properties located in Tax Increment Reinvestment Zone. As mentioned for the general fund, approximately \$0.3 million of the refund of remaining assets from the closure of the Tax Increment Reinvestment Zone #2 was credited to the debt service fund. These increases are partially offset by losses in investment income.

Functional Expenditures:

Expenditures in the functional categories appear to be consistent with last year's spending pattern with the exceptions shown below.

71 Debt Service – Expenditures increased \$1.4 million over last year. Payments included the defeasance of \$1.5 million of the 2016 Series Refunding Bonds.

Proprietary Fund – Governmental Activities – Internal Service Fund

The District utilizes an Internal Services Fund to account for its fully-insured group health insurance plan as well as its partially self-insured workers' compensation and unemployment coverages. Internal service funds are utilized to account for the financing of goods or services provided by one organizational unit of the school district to other organizational units. It essentially facilitates the allocation of costs to all funding sources.

Operating revenues and operating expenses have been included in a detail designed to provide relevant information. Revenues from District contributions (assessments to other funds) are distinguished from revenues from employee contributions to health insurance. Expenses detail claims payments, administrative fees, and stop-loss or excess insurance costs.

As of August 31, 2022, expenditures exceed revenues by \$619,571, an improvement of \$233,099 over July. The loss is primarily attributable to increases in medical claims. The following chart reflects net operations for the various programs accounted for in the fund:

Program	Revenues	Expenditures	Net
Group Health Insurance	\$ 14,158,729	\$ 14,887,930	\$ (729,201)
Unemployment Compensation	234,319	90,665	143,654
Workers' Compensation	361,017	312,646	48,371
Wellness Programs*	0	82,395	(82,395)
Total	\$ 14,754,065	\$ 15,373,636	\$ (619,571)

*Under the terms of the agreement with Blue Cross-Blue Shield, the District receives an annual claims credit of \$150,000 to use for wellness programs.

Unemployment shows an expenditure of \$90,665 for the year. At this point, the District has fully utilized the Federal CARES Act credit remaining from 2020-2021. Claims since the quarter ended September 30, 2021, are comparable to pre-COVID levels.

While workers' compensation claims expenditures have increased \$61,559 over last year. April and May claims increased \$26,728, primarily due to an injury sustained in breaking up a fight. Additionally, the billing of the administrative cost changed this year and is now due at the beginning of the year instead of quarterly.

Reserves for estimated incurred-but-not-reported (IBNR) claims for the fully self-funded health insurance plan totaled \$596,227 for medical claims and \$54,091 for prescription drugs, at August 31, 2021. We have not yet received the IBNR estimates as of August 31, 2022. An adjustment to the reserves and expenditures will be made when received. Additionally, reserves for the estimated allocated loss adjustment expense (ALAE) for the partially self-funded workers' compensation plan totaled \$167,712. An adjustment for this reserve will also be made based on estimates furnished by the TASB Risk Management Fund. The audited beginning net position at September 1, 2021 was \$3,564,375 and is currently calculated, before the adjustment of reserves, to be \$2,944,804 at August 31, 2022.

Property Tax Collections

Cumulative value adjustments as of August 31, 2022, have increased the certified taxable values by \$248.2 million bringing the adjusted taxable value to \$7.5 billion. This is an increase of \$330.6 million over last year.

The number of accounts paid has decreased 117 from this time last year, current year tax collections have increased \$3.1 million while collections on prior years' levies with penalties, interest, and attorney fees have decreased \$0.8 million.

Payments to the Tax Increment Fund have decreased \$6.5 million from last year. The McLennan County Tax Office is no longer withholding and distributing current year's taxes payable into the Tax Increment Funds. The District has been reducing the property tax revenue each month and accruing a payable for these payments. On August 31, 2022 the District accrued the final payment for TIF Zone #1 in the amount of \$35,563. TIF Zone #2 was closed December 31, 2021. While TIF Zone #3 doesn't expire in 2026, it has been inactive for a number of years.

Collections as a percent of the original levy show a significant difference between the two years. This results from the inability to certify values at the required 95% level in July of 2020. A certified estimate was used instead to set the tax rates.

Taxes receivable at August 31, 2022, total \$3.4 million. Last year, at this same time, taxes receivable totaled \$4.2 million.

Waco Independent School District
BALANCE SHEET
GENERAL FUND
As of August 31, 2022

ASSETS

Cash and Temporary Investments	\$ 67,804,085
Property Taxes Receivable, Net of Allowance of \$2,167,519	655,211
Due from Other Governments	80,014
Accrued Interest	109,202
Due from Other Funds	4,146,344
Other Receivables	81,525
Inventories	385,322
Deferred Expenditures	21,242
Total Assets	\$ 73,282,945

LIABILITIES

Accounts Payable	\$ 2,987,391
Other Current Liabilities	29,191
Payroll Withholdings and Contributions Payable	1,385,189
Accrued Wages Payable	4,912,728
Due to Other Funds	3,064,480
Due to Other Governments	110,151
Unearned Revenue	4,740,809
Total Liabilities	\$ 17,229,939

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	\$ 655,211
Total Deferred Inflows of Resources	\$ 655,211

FUND BALANCES

Nonspendable Fund Balance	\$ 385,322
Restricted Fund Balance	2,481,842
Committed Fund Balance	5,352,301
Unassigned Fund Balance	47,178,330
Total Fund Balances	\$ 55,397,795
Total Liabilities and Fund Balances	\$ 73,282,945

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
As of August 31, 2022

GENERAL FUND									
	Adopted Budget	Amended Budget	(Memo) Monthly		(Memo) Year-to-Date		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Current	Prior Year	Current	Prior Year			
			8/31/2022	8/31/2021	8/31/2022	8/31/2021			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 69,502,581	68,108,609	336,342	271,400	67,787,638	65,811,899	(320,971)	99.53%	103.30%
5720 Services to Other Districts	90,176	90,176	-	(75,900)	68,512	-	(21,664)	75.98%	0.00%
5730 Tuition & Fees	85,000	85,000	452	-	190,447	81,913	105,447	224.06%	84.45%
5740 Other Local Revenue	5,367,596	10,486,958	64,188	88,828	8,958,853	6,883,412	(1,528,105)	85.43%	68.80%
5750 Extracurricular Activities	221,000	221,000	21,760	34,419	442,685	257,372	221,685	200.31%	166.48%
5760 Intermediate Source (C.E.D.)	-	-	-	-	1,000,004	-	1,000,004	0.00%	0.00%
Total Local Sources	\$ 75,266,353	78,991,743	422,742	318,747	78,448,139	73,034,596	(543,604)	99.31%	98.62%
STATE SOURCES									
5810 Per Capita & FSP Act	\$ 78,313,994	78,829,316	3,431,575	11,411,731	73,666,255	78,111,259	(5,163,061)	93.45%	98.89%
5820 Other State Program (TEA)	-	-	-	-	-	53,319	-	0.00%	0.00%
5830 Other State Program	7,260,615	7,260,615	1,031,286	1,044,612	7,157,003	7,138,870	(103,612)	98.57%	102.58%
Total State Sources	\$ 85,574,609	86,089,931	4,462,861	12,456,343	80,823,258	85,303,448	(5,266,673)	93.88%	99.25%
FEDERAL SOURCES									
5900 Federal Sources Revenue	3,908,900	3,908,900	2,023,912	123,689	5,426,351	3,386,522	1,517,451	138.82%	116.22%
Total Revenues	\$ 164,749,862	168,990,574	6,909,515	12,898,779	164,697,748	161,724,566	(4,292,826)	97.46%	99.27%
EXPENDITURES									
11 Instruction	\$ 89,278,274	90,906,020	9,040,692	8,891,442	84,131,453	86,038,736	6,774,567	92.55%	95.13%
12 Instructional Resources & Media	963,609	1,058,506	65,460	88,358	923,496	919,653	135,010	87.25%	75.37%
13 Curriculum & Staff Development	4,526,701	4,599,512	470,749	463,423	3,928,495	4,083,443	671,017	85.41%	81.95%
21 Instructional Leadership	3,619,018	3,794,779	390,013	435,379	3,641,031	4,065,946	153,748	95.95%	93.40%
23 School Leadership	10,130,698	10,256,703	1,149,731	1,137,706	9,973,004	9,968,376	283,699	97.23%	101.28%
31 Guidance, Counseling & Evaluation	5,451,254	5,237,651	579,609	555,000	5,331,987	4,990,633	(94,336)	101.80%	99.47%
32 Social Work Services	897,678	951,889	76,385	77,504	733,384	809,277	218,505	77.05%	85.99%
33 Health Services	1,562,518	1,562,007	176,486	248,317	1,428,087	1,555,123	133,920	91.43%	90.14%
34 Student Transportation	3,789,590	4,487,668	188,822	120,302	2,612,824	3,375,332	1,874,844	58.22%	70.01%
35 Food Services	-	42,445	-	-	46,652	-	(4,207)	0.00%	0.00%
36 Extracurricular Activities	5,408,768	5,727,922	595,292	684,392	5,522,909	4,599,995	205,013	96.42%	95.13%
41 General Administration	6,838,759	7,083,249	631,603	526,600	6,224,476	5,675,991	858,773	87.88%	91.53%
51 Plant Maintenance & Operations	17,091,637	21,141,175	2,594,945	2,680,435	17,391,239	18,125,745	3,749,936	82.26%	82.37%
52 Security & Monitoring Services	2,652,597	2,900,953	265,184	240,922	2,615,472	2,485,481	285,481	90.16%	88.75%
53 Data Processing Services	3,876,226	4,606,678	248,513	264,851	4,448,508	2,927,904	158,170	96.57%	98.02%
61 Community Services	528,187	684,794	43,552	56,538	584,904	643,479	99,890	85.41%	89.54%
71 Debt Service	-	314,607	26,197	-	321,805	-	(7,198)	0.00%	0.00%
81 Facilities Acquisition & Construction	40,183	6,373,856	251,584	3,006,735	5,218,328	6,161,847	1,155,528	0.00%	46.91%
93 Shared Services Arrangements	345,000	345,000	-	-	290,000	330,000	55,000	84.06%	87.30%
95 Juvenile Justice Program	700,000	700,000	55,242	-	601,643	295,918	98,357	85.95%	38.43%
97 Payments to Tax Increment Fund	6,533,499	8,133,499	55,379	5,240	6,969,754	7,049,304	1,163,745	85.69%	80.06%
99 Other Intergovernmental Charges	820,288	820,288	-	-	721,825	704,473	98,463	88.00%	84.43%
Total Expenditures	\$ 165,054,484	181,729,201	16,905,438	19,483,144	163,661,276	164,806,656	18,067,925	90.06%	88.21%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (304,622)	(12,738,627)	(9,995,923)	(6,584,365)	1,036,472	(3,082,090)	13,775,099		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	1,231,975	-	19,514	1,339,520	116,821	107,545		
8900 Other Uses	(689,443)	(689,443)	(521,432)	(208,885)	(521,432)	(215,313)	(168,011)		
Total Other Financing Source (Uses)	\$ (689,443)	542,532	(521,432)	(189,371)	818,088	(98,492)	(60,466)		
Total Changes in Fund Balances	\$ (994,065)	(12,196,095)	(10,517,355)	(6,773,736)	1,854,560	(3,180,582)	14,050,655		
Fund Balances, Beginning	41,078,214	53,543,236			53,543,235	52,680,447	(1)		
Fund Balances, Ending	\$ 40,084,149	41,347,141			55,397,795	49,499,865	14,050,654		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
GENERAL FUND
As of August 31, 2022

								<i>(Memo)</i>	
		Payroll	Purchased &	Supplies &	Other	Debt	Capital	Total	Total
		Costs	Contracted	Materials	Operating	Services	Outlay	Year-to-Date	Year-to-Date
		6100	6200	6300	6400	6500	6600	8/31/2022	8/31/2021
		6000	6000	6000	6000	6000	6000	6000	6000
11	Instruction	\$ 77,576,439	2,192,933	3,471,269	522,811	-	368,001	84,131,453	86,038,737
12	Instructional Resources & Media	751,205	35,620	127,568	3,713	-	5,390	923,496	919,652
13	Curriculum & Staff Development	3,212,114	244,723	134,481	321,496	-	15,682	3,928,496	4,083,443
21	Instructional Leadership	3,263,727	72,631	131,591	138,788	-	34,294	3,641,031	4,065,945
23	School Leadership	9,590,803	61,698	192,003	128,499	-	-	9,973,003	9,968,375
31	Guidance, Counseling & Evaluation	5,098,082	172,661	44,770	16,475	-	-	5,331,988	4,990,633
32	Social Work Services	721,649	670	4,270	6,796	-	-	733,385	809,276
33	Health Services	1,334,699	5,526	85,386	2,476	-	-	1,428,087	1,555,123
34	Student Transportation	227	2,330,867	343,017	(61,287)	-	-	2,612,824	3,375,333
35	Food Services	-	-	-	-	-	46,652	46,652	-
36	Co/Extracurricular Activities	3,201,990	535,849	952,327	714,271	-	118,471	5,522,908	4,599,996
41	General Administration	4,491,692	1,015,959	195,806	476,169	-	44,850	6,224,476	5,675,991
51	Plant Maintenance & Operations	7,787,226	7,256,289	1,398,122	786,772	-	162,830	17,391,239	18,125,744
52	Security & Monitoring Services	1,780,720	407,745	246,512	11,446	-	169,049	2,615,472	2,485,481
53	Data Processing Services	1,651,955	402,507	1,436,735	20,072	-	937,239	4,448,508	2,927,905
61	Community Services	264,561	267,974	34,439	16,741	-	1,189	584,904	643,480
71	Debt Service	-	-	-	-	321,805	-	321,805	-
81	Facilities Acquisition & Construction	-	-	-	-	-	5,218,328	5,218,328	6,161,848
93	Shared Services Arrangements	-	-	-	290,000	-	-	290,000	330,000
95	Juvenile Justice Program	-	-	-	601,643	-	-	601,643	295,918
97	Payments to Tax Increment Fund	-	-	-	6,969,753	-	-	6,969,753	7,049,304
99	Other Intergovernmental Charges	-	721,825	-	-	-	-	721,825	704,473
Total Expenditures & Encumbered Funds		\$ 120,727,089	15,725,477	8,798,296	10,966,634	321,805	7,121,975	163,661,276	164,806,657

Waco Independent School District
BALANCE SHEET
CHILD NUTRITION FUND
As of August 31, 2022

ASSETS

Cash and Temporary Investments	\$ 4,629,031
Due from Other Governments	997,546
Accrued Interest	3,195
Due from Other Funds	<u>1,565,294</u>
Total Assets	<u><u>\$ 7,195,066</u></u>

LIABILITIES

Accounts Payable	\$ 1,431,130
Accrued Wages Payable	<u>95,880</u>
Total Liabilities	<u><u>\$ 1,527,010</u></u>

FUND BALANCES

Restricted Fund Balance	<u>\$ 5,668,056</u>
Total Fund Balances	<u><u>\$ 5,668,056</u></u>
Total Liabilities and Fund Balances	<u><u>\$ 7,195,066</u></u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended August 31, 2022

CHILD NUTRITION FUND

	Adopted Budget	Amended Budget	(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly		Year-to-Date				
			Current 8/31/2022	Prior Year 8/31/2021	Current 8/31/2022	Prior Year 8/31/2021			
REVENUES									
LOCAL SOURCES									
5740 Other Local Revenue	\$ 25,000	25,000	820	557	6,413	32,853	(18,587)	25.65%	135.80%
5750 Extracurricular Activities	402,900	402,900	50,615	12,191	442,536	192,112	39,636	109.84%	76.17%
Total Local Sources	\$ 427,900	427,900	51,435	12,748	448,949	224,965	21,049	104.92%	81.39%
STATE SOURCES									
5820 Other State Program (TEA)	\$ -	-	-	-	-	50,317	-	0.00%	96.76%
Total State Sources	\$ -	-	-	-	-	50,317	-	0.00%	96.76%
FEDERAL SOURCES									
5900 Federal Sources Revenue	\$ 9,141,280	9,641,515	715,297	1,305,163	10,986,866	7,603,264	1,345,351	113.95%	108.77%
Total Revenues	\$ 9,569,180	10,069,415	766,732	1,317,911	11,435,815	7,878,546	1,366,400	113.57%	107.65%
EXPENDITURES									
35 Food Services	\$ 10,968,269	13,819,886	1,740,436	430,053	10,602,235	6,841,444	3,217,651	76.72%	72.55%
Total Expenditures	\$ 10,968,269	13,819,886	1,740,436	430,053	10,602,235	6,841,444	3,217,651	76.72%	72.55%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (1,399,089)	(3,750,471)	(973,704)	887,858	833,580	1,037,102	4,584,051		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	135,985	-	135,985	565,252	135,985		
8900 Other Uses	-	-	-	-	-	-	-		
Total Other Financing Sources (Uses)	\$ -	-	135,985	-	135,985	565,252	135,985		
Total Changes in Fund Balances	\$ (1,399,089)	(3,750,471)	(837,719)	887,858	969,565	1,602,354	4,720,036		
Fund Balances, Beginning	2,758,147	4,689,546			4,698,491	3,092,933	8,945		
Fund Balances, Ending	\$ 1,359,058	939,075			5,668,056	4,695,287	4,728,981		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
CHILD NUTRITION FUND
For the Period Ended August 31, 2022

							<i>(Memo)</i>
	Payroll Costs	Purchased & Contracted Services	Supplies & Materials	Other Operating Costs	Capital Outlay	Total Year-to-Date 8/31/2022	Total Year-to-Date 8/31/2021
	6100	6200	6300	6400	6600	6000	6000
35 Food Services	\$ 3,085,526	4,184,889	2,185,477	10,604	1,135,739	10,602,235	7,355,723
Total Expenditures & Encumbered Funds	<u>\$ 3,085,526</u>	<u>4,184,889</u>	<u>2,185,477</u>	<u>10,604</u>	<u>1,135,739</u>	<u>10,602,235</u>	<u>6,841,444</u>

Waco Independent School District
BALANCE SHEET
DEBT SERVICE FUND
As of August 31, 2022

ASSETS

Cash and Temporary Investments	\$ 4,041,189
Property Taxes Receivable, Net of Allowance of \$480,335	143,226
Due from Other Governments	<u>2,178</u>
Total Assets	<u><u>\$ 4,186,593</u></u>

LIABILITIES

Due to Other Funds	\$ 3,951
Due to Other Governments	<u>23,682</u>
Total Liabilities	<u><u>\$ 27,633</u></u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	<u>\$ 143,226</u>
Total Deferred Inflows of Resources	<u><u>\$ 143,226</u></u>

FUND BALANCES

Restricted Fund Balance	<u>\$ 4,015,734</u>
Total Fund Balances	<u><u>\$ 4,015,734</u></u>
Total Liabilities and Fund Balances	<u><u>\$ 4,186,593</u></u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended August 31, 2022

DEBT SERVICE FUND

	Adopted Budget	Amended Budget	(Memo) Monthly		(Memo) Year-to-Date		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Current	Prior Year	Current	Prior Year			
			8/31/2022	8/31/2021	8/31/2022	8/31/2021			
REVENUES									
LOCAL SOURCES									
5710	\$ 14,884,859	14,584,356	72,261	58,477	14,575,069	14,187,130	(9,287)	99.94%	101.89%
5740	1,064,586	1,765,089	17,212	1,914	1,518,876	1,169,993	(246,213)	86.05%	77.74%
Total Local Sources	\$ 15,949,445	16,349,445	89,473	60,391	16,093,945	15,357,123	(255,500)	98.44%	99.54%
STATE SOURCES									
5820	\$ 307,292	307,292	15,069	(23,736)	301,238	309,286	(6,054)	98.03%	0.00%
Total State Sources	\$ 307,292	307,292	15,069	(23,736)	301,238	309,286	(6,054)	98.03%	0.00%
Total Revenues	\$ 16,256,737	16,656,737	104,542	36,655	16,395,183	15,666,409	(261,554)	98.43%	101.54%
EXPENDITURES									
71	\$ 16,206,517	16,206,517	12,385,759	10,531,413	16,091,216	14,684,939	115,301	99.29%	99.88%
97	1,070,729	1,470,729	4,259	1,162	1,154,468	1,158,034	316,261	78.50%	78.62%
Total Expenditures	\$ 17,277,246	17,677,246	12,390,018	10,532,575	17,245,684	15,842,973	431,562	97.56%	97.94%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (1,020,509)	(1,020,509)	(12,285,476)	(10,495,920)	(850,501)	(176,564)	170,008		
OTHER FINANCING SOURCES (USES)									
7900	-	-	-	-	-	124,160,122	-		
8900	-	-	-	-	-	(123,123,290)	-		
Total Other Financing Source (Uses)	\$ -	-	-	-	-	1,036,832	-		
Total Changes in Fund Balances	\$ (1,020,509)	(1,020,509)	(12,285,476)	(10,495,920)	(850,501)	860,268	170,008		
Fund Balances, Beginning	4,816,349	4,866,235			4,866,235	3,990,782	-		
Fund Balances, Ending	\$ 3,795,840	3,845,726			4,015,734	4,851,050	170,008		

Waco Independent School District
Statement of Net Position
Proprietary Fund
As of August 31, 2022

	Governmental Activities ----- Internal Service Fund
Assets	
Current assets:	
Due from other funds	\$ 4,138,508
Other receivables	32,274
Prepaid items-health insurance	-
Total Assets	\$ 4,170,782
Liabilities	
Current liabilities:	
Accounts payable	\$ 86,332
Other current liabilities	893,736
Health claims payable	245,910
Due to other funds	0
Total current liabilities	\$ 1,225,978
Total liabilities	\$ 1,225,978
Net position	
Unrestricted net position	\$ 2,944,804
Total net position	\$ 4,170,782

Waco Independent School District
Statement of Revenues, Expenses, and Changes in Net Position
Budget and Actual
For the Period Ended August 31, 2022

Proprietary Fund
Governmental Activities - Internal Service Fund

	Budget	(Memo)		(Memo)		Difference Budget to Current Year-to-Date	CY YTD As % of Budget	PY YTD As % of Budget
		Monthly		Year-to-Date				
		Current 8/31/2022	Prior Year 8/31/2021	Current 8/31/2022	Prior Year 8/31/2021			
Operating revenues:								
Employee contributions:								
Group health	\$ 3,034,000	\$ 280,848	\$ 259,493	\$ 3,384,415	\$ 3,082,481	\$ 350,415	111.55%	104.56%
Assessments to other funds:								
Group health	9,800,000	792,656	756,764	9,582,168	9,278,901	(217,832)	97.78%	100.82%
Unemployment	155,000	20,490	19,181	234,319	69,491	79,319	151.17%	128.69%
Workers compensation	230,000	30,825	20,426	281,946	220,497	51,946	122.59%	48.04%
Prescription drug rebates	860,000	233,954	224,616	1,192,146	880,299	332,146	138.62%	139.29%
Insurance recovery	-	-	-	79,071	-	79,071	0.00%	0.00%
Total operating revenues	<u>\$ 14,079,000</u>	<u>1,358,773</u>	<u>1,280,480</u>	<u>14,754,065</u>	<u>13,531,669</u>	<u>675,065</u>	<u>104.79%</u>	<u>101.77%</u>
Operating expenses:								
Administrative fees	\$ 1,539,900	94,177	95,067	1,222,608	1,438,963	317,292	79.40%	112.27%
Claims expense:								
Medical claims	7,153,600	553,013	975,626	8,662,023	7,114,685	(1,508,423)	121.09%	104.91%
Prescription drug claims	3,926,200	347,850	391,006	3,601,629	3,541,801	324,571	91.73%	110.16%
Unemployment	185,000	-	-	90,665	70,668	94,335	49.01%	80.12%
Workers compensation	265,000	4,424	-	203,441	165,446	61,559	76.77%	55.30%
Stop-loss insurance	1,625,000	120,924	132,935	1,510,875	1,575,780	114,125	92.98%	0.00%
Wellness Program	54,000	4,293	-	82,395	2,705	(28,395)	152.58%	96.68%
Total operating expenses	<u>\$ 14,748,700</u>	<u>1,124,681</u>	<u>1,594,634</u>	<u>15,373,636</u>	<u>13,910,048</u>	<u>(624,936)</u>	<u>104.24%</u>	<u>104.62%</u>
Change in net position	\$ (669,700)	<u>234,092</u>	<u>(314,154)</u>	(619,571)	(378,379)	50,129		
Net position:								
Net position, beginning	\$ 3,564,375			3,564,375	3,935,906	-		
Net position, ending	<u>\$ 2,894,675</u>			<u>\$ 2,944,804</u>	<u>\$ 3,557,527</u>	<u>\$ 50,129</u>		

Waco Independent School District
Statement of Cash Flows
For the Period Ended August 31, 2022

Proprietary Fund

	Governmental Activities Internal Service Fund
Cash flows from operating activities:	
Cash received from employee contributions	\$ 280,848
Cash received from assessments to other funds	609,879
Cash received from prescription drug rebates	233,954
Cash received from insurance recoveries	-
Cash payments for claims	(905,287)
Cash payments for stop loss premiums	(120,924)
Cash payments for professional and contracted services	(94,177)
Cash payments for wellness program	(4,293)
Net cash provided by operating activities	\$ -
Net increase in cash and cash equivalents	\$ -
Cash and cash equivalents at beginning of year	-
Cash and cash equivalents at end of year	\$ -
Reconciliation of operating income to net cash provided by operating activities:	
Operating gain	\$ 234,092
Effects of increases and decreases in current assets and liabilities:	
Decrease in receivables	(235,836)
Decrease in accounts payable	(319,871)
Increase in current liabilities	75,705
Decrease in claims liability	245,910
Net cash provided by operating activities	\$ -

Waco Independent School District
TAX COLLECTION REPORT
For the Quarter Ended August 31, 2022

	Year-to-Date	
	Current	Prior Year
	8/31/2022	8/31/2021
Certified Taxable Value	\$ 7,261,923,785	\$ 4,825,596,614
Cumulative Value Adjustments	248,172,937	2,335,981,638
Adjusted Taxable Value	\$ 7,510,096,722	\$ 7,161,578,252
Tax Rate	\$ 1.244640	\$ 1.263953
Paid Accounts	42,241	42,358

	Quarter		Year-to-Date	
	Current	Prior Year	Current	Prior Year
	8/31/2022	8/31/2021	8/31/2022	8/31/2021
Collections:				
Current Year	\$ 1,120,994	\$ 919,848	87,582,185	84,416,905
Prior Years	70,255	164,050	363,549	1,191,935
Penalties & Interest	202,187	208,659	879,506	895,677
Other	154,348	130,937	390,073	358,854
Total Collections	\$ 1,547,784	\$ 1,423,493	89,215,313	86,863,371
Disbursements:				
Payments to Tax Increment Fund	\$ 1,776	\$ (1,740)	(45,383)	(6,505,488)
Current year payments due to the Tax Increment Fund	\$ -	\$ -	-	-
Attorney Fees	(154,348)	(130,937)	(390,073)	(358,854)
Appraisal Commission Fees	(176)	(231)	(2,346)	(9,069)
Total Disbursements	\$ (152,748)	\$ (132,909)	(437,802)	(6,873,411)
Net Cash Inflow	\$ 1,395,036	\$ 1,290,585	88,777,511	79,989,958

Collections as a Percent of Original Levy:				
Current Collections	1.3%	1.6%	102.3%	147.9%
Total Collections	1.4%	1.9%	102.7%	150.0%

	Current Year's Levy	Prior Years' Levies	Total
Taxes Receivable at Period End:			
Beginning Balance	\$ -	4,215,953	4,215,953
Tax Levy	85,649,496	-	85,649,496
Levy Adjustments	3,107,145	(1,580,638)	1,526,506
Levy Paid	(87,582,185)	(363,549)	(87,945,734)
Ending Balance	\$ 1,174,456	2,271,765	3,446,222



**Waco Independent School
District
Business & Financial Services**

Sheryl Davis
Chief Finance Officer

P.O. Box 27, Waco, Texas 76703
Phone: 254-755-9440

October 24, 2022

Board of Trustees
Waco Independent School District
Waco, Texas

Following is the quarterly summary of cash and investments held by the school district as of August 31, 2022. As of that date, the District had approximately \$28.6 million in on demand deposits at Extraco Bank. Another \$24.6 million was deposited in other FDIC insured investments including: \$2.5 million in the Texas Range Certificate of Deposit program, \$10.1 million in a TFNB Insured Deposit Program, and \$11.8 million in a Landing Rock Funds account. The Landing Rock Fund is a liquid investment alternative that combines no risk (100% FDIC insured) with a higher yield than we were achieving through the insured cash shelter account. The District's investments in public funds investment pools totaled \$217.7 million.

Additionally, the District had \$19.3 million invested in the Texas TERM program. These investments are record at net asset value. As of the end of August, the District had net unrecognized losses in fair value of \$85,949. Accrued interest on investments totaled \$20,179.

Total cash and investments for the District as of August 31, 2022 was \$290.3 million. This is down \$16.4 million from total cash and investments at the end of the last quarter. Approximately \$4.0 million of the total cash and investments is restricted for debt service, \$4.6 million for Child Nutrition Services, and \$209.7 million for capital projects funds. Cash, from the issuance of General Obligation Bonds, Series 2022B, in the amount of \$75.0 million was not received until September 28, 2022, and is not reflected in the statement.

Also attached is the cash flow projection for the quarter ending November 30, 2022. If you have any questions, please do not hesitate to call.

Sheryl Davis
Chief Finance Officer
Business and Financial Services

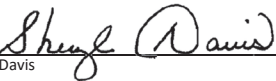
Waco Independent School District
CASH AND INVESTMENT REPORT
For the Quarter Ended August 31, 2022
REPORT OF INVESTMENT ACTIVITY

Description	Coupon or Average Rate of Return	Weighted Average Maturity or Maturity Date	Market Value 5/31/2022	Book Value 5/31/2022	Interest Earnings	Purchases & Transfers In	Sales & Transfers Out	Changes in Market Value	Market Value 8/31/2022	Book Value 8/31/2022	Accrued Interest
CASH IN DEPOSITORY (EXTRACO):											
Operating Revenues	0.000%		\$ 6,034,652	\$ 6,034,652	\$ -				\$ 4,496,187	\$ 4,496,187	\$ -
Accounts Payable	0.000%		4,259,045	4,259,045	-				774,548	774,548	-
Payroll	0.000%		320,324	320,324	-				227,390	227,390	-
District Activity	0.050%		790,629	790,629	100				674,604	674,604	-
Child Nutrition Services	0.050%		3,416,356	3,416,356	439				3,626,195	3,626,195	-
High Yield Money Market	0.790%		250,658	250,658	224				250,882	250,882	-
Capital Projects 2022	0.000%		18,565,920	18,565,920	-				18,565,920	18,565,920	-
Total Cash in Depository (Extraco)			33,637,584	33,637,584	763				28,615,725	28,615,725	-
FDIC INSURED INVESTMENTS:											
Texas Range-Certificate of Deposit Program											
General Fund			2,480,000	2,480,000	-	971,000	(992,000)	\$ -	2,459,000	2,459,000	9,017
Child Nutrition Services			244,000	244,000	-	-	-	-	244,000	244,000	1,337
Landing Rock-FDIC Insured Deposit Program											
General Fund	1.700%		8,598,635	8,598,635	22,197	-	-	-	8,620,832	8,620,832	-
Debt Service Fund	1.700%		3,186,054	3,186,054	8,225	-	-	-	3,194,279	3,194,279	-
TFNB-FDIC Insured Deposit Program	2.500%		7,055,254	7,055,254	21,836	-	-	-	7,077,091	7,077,091	-
TFNB-FDIC Insured Deposit Program	2.500%		3,011,609	3,011,609	8,609	-	-	-	3,020,219	3,020,219	-
Total Other FDIC Insured Investments			24,575,553	24,575,553	60,867	971,000	(992,000)	-	24,615,420	24,615,420	10,354
PUBLIC FUNDS INVESTMENT POOLS											
LONE STAR: (S&P Rating = AAAM)											
Corporate Overnight Plus Fund	2.480%	18	1,008,018	1,008,018	4,561	-	-	-	1,012,579	1,012,579	-
Government Overnight Fund											
General Fund	2.190%	6	10,319,036	10,319,036	36,671	3,202,467	(9,761,694)	-	3,796,480	3,796,480	-
Capital Projects 2022	2.190%	6	193,591,978	193,591,978	748,864	-	(3,202,467)	-	191,138,375	191,138,375	-
TEXAS CLASS: (S & P AAAM)											
General Fund	2.379%	34	4,900,960	4,900,960	21,059	-	-	-	4,922,019	4,922,019	-
TEXASDAILY: (S&P Rating = AAAM)											
General Fund	2.180%	23	686	686	4,852	4,000,657.91	(3,972,362.86)	-	33,833	33,833	-
Child Nutrition Services	2.180%	23	4,840	4,840	17	-	(366)	-	4,491	4,491	-
TEXPOOL: (S&P Rating = AAAM)											
General Fund	2.163%	24	6,346,774	6,346,774	20,374	41,118,564	(31,500,000)	-	15,985,712	15,985,712	-
Debt Service Fund	2.163%	24	12,931,408	12,931,408	36,253	258,276	(12,385,758)	-	840,178	840,178	-
Total for Public Funds Investment Pools			229,103,700	229,103,700	872,651	48,579,965	(60,822,648)	-	217,733,667	217,733,667	-
Total Cash and Cash Equivalents			287,316,837	287,316,837	934,281	49,550,965	(61,814,648)	-	270,964,812	270,964,812	10,354
INVESTMENTS by Net Asset Value (NAV)											
Texas Term Dec 22-General Fund	0.998%	8/5/2022	997,000	997,000	613	-	(1,000,000)	3,000	-	-	-
Texas Term Dec 23-General Fund	0.985%	1/24/2023	495,000	495,000	-	-	-	(2,500)	492,500	492,500	343
Texas Term Dec 23-General Fund	0.985%	2/14/2023	1,485,000	1,485,000	-	-	-	(7,500)	1,477,500	1,477,500	1,096
Texas Term Dec 22-General Fund	0.998%	9/22/2022	498,500	498,500	-	-	-	500	499,000	499,000	122
Texas Term Dec 23-General Fund	0.985%	8/5/2022	990,000	990,000	1,507	-	(1,000,000)	10,000	-	-	-
Texas Term Dec 22-General Fund	0.998%	12/27/2022	541,962	541,962	-	-	-	544	542,506	542,506	534
Texas Term Dec 23-General Fund	0.985%	5/1/2023	9,900,000	9,900,000	-	-	-	(50,000)	9,850,000	9,850,000	4,811
Texas Term Dec 23-General Fund	0.985%	5/15/2023	246,132	246,132	-	-	-	(1,243)	244,889	244,889	42
Texas Term Dec 23-General Fund	0.985%	8/25/2023	-	-	-	3,000,000	-	(45,000)	2,955,000	2,955,000	8
Texas Term Dec 22-General Fund	0.998%	8/2/2022	997,000	997,000	904	-	(1,000,000)	3,000	-	-	-
Texas Term Dec 22-Child Nutrition	0.998%	9/2/2022	747,750	747,750	-	-	-	750	748,500	748,500	786
Texas Term Dec 22-General Fund	0.998%	11/1/2022	997,000	997,000	-	-	-	1,000	998,000	998,000	742
Texas Term Dec 22-General Fund	0.998%	11/15/2022	1,495,500	1,495,500	-	-	-	1,500	1,497,000	1,497,000	1,339
Total Investments			19,390,845	19,390,845	3,024	3,000,000	(3,000,000)	(85,949)	19,304,895	19,304,895	9,824
Total Cash, Cash Equivalents, and Investments			\$ 306,707,681	\$ 306,707,681	\$ 937,305	\$ 52,550,965	\$ (64,814,648)	\$ (85,949)	\$ 290,269,708	\$ 290,269,708	\$ 20,179

Waco Independent School District
CASH AND INVESTMENT REPORT
 For the Quarter Ended August 31, 2022
REPORT OF INVESTMENT ACTIVITY

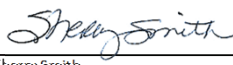
Description	Coupon or Average Rate of Return	Weighted Average Maturity or Maturity Date	Market Value 5/31/2022	Book Value 5/31/2022	Interest Earnings	Purchases & Transfers In	Sales & Transfers Out	Changes in Market Value	Market Value 8/31/2022	Book Value 8/31/2022	Accrued Interest
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We believe the data presented for the quarter ended November 30, 2021 are accurate in all material respects, and are presented in a manner that fairly sets forth the investment standing of the Waco Independent School District. This report was prepared in compliance with the Waco Independent School District's Investment Policy and the Public Funds Investment Act of the State of Texas.



 Sheryl Davis
 Chief Financial Officer

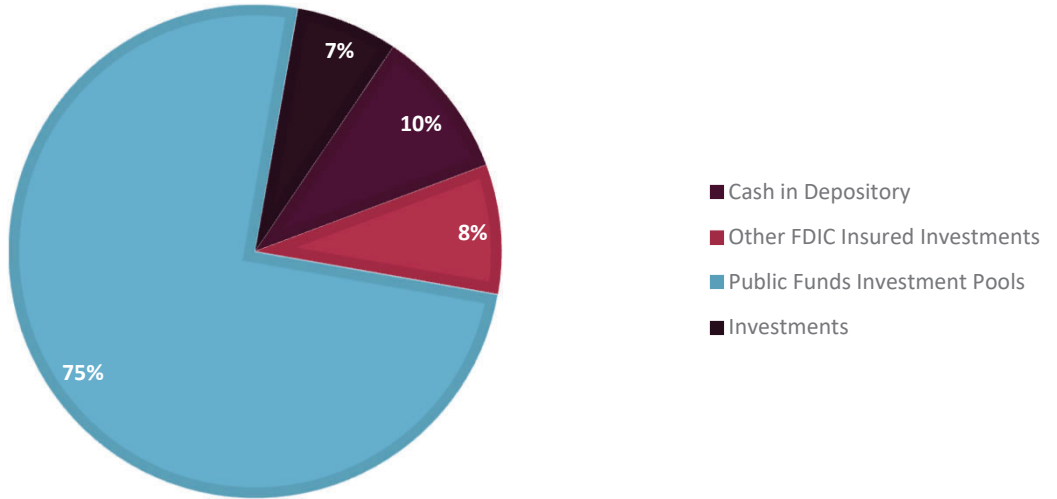
10/18/2022
 Date



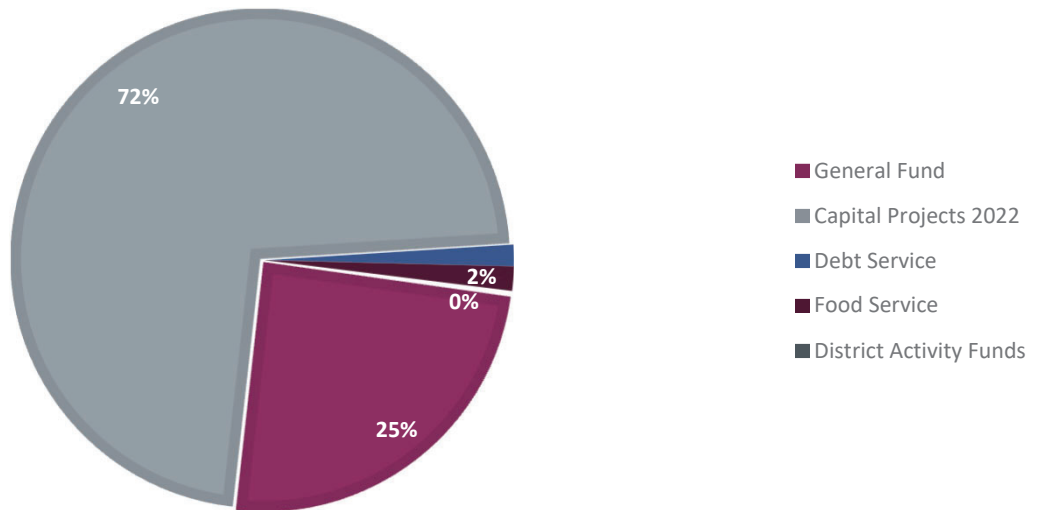
 Sherry Smith
 Executive Director of Finance

10/18/2022
 Date

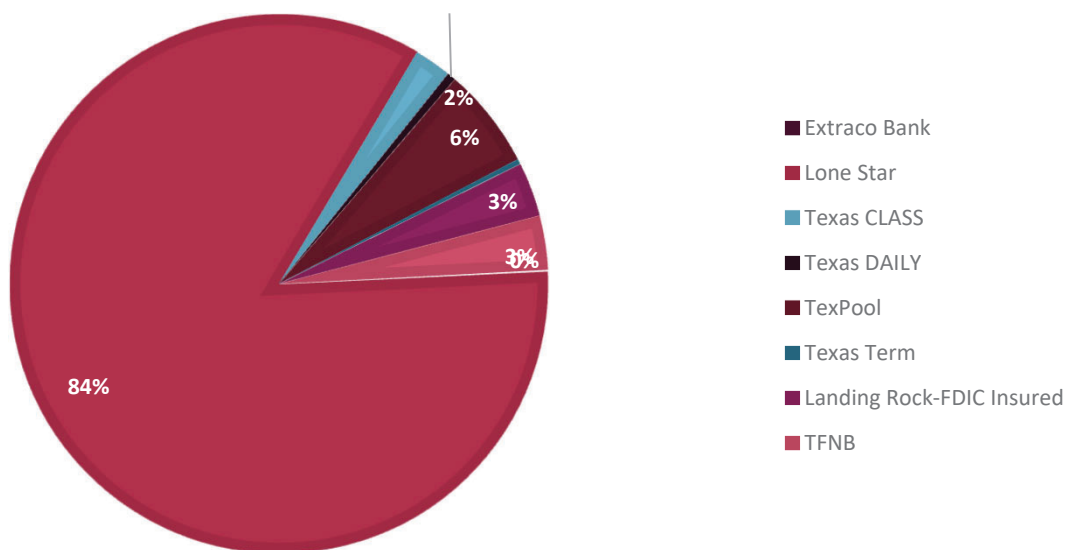
PORTFOLIO COMPOSITION BY INVESTMENT



PORTFOLIO COMPOSITION BY FUND



INTEREST EARNINGS BY ISSUER



Waco Independent School District
CASH FLOW PROJECTIONS
For the Quarter Ended August 31, 2022

	September	October	November
Cash and Cash Equivalents, Beginning Balance	\$ 290,269,708	\$ 288,937,471	\$ 299,043,033
Tax Revenue	243,299	3,556,830	6,443,119
Investment Earnings Revenue	312,435	312,435	312,435
Other Local Revenue	1,586,954	1,588,861	1,893,732
State Revenue	17,458,804	14,964,649	7,956,670
Federal Revenue	1,637,593	6,502,807	3,846,557
Payroll Disbursements	(7,428,264)	(7,350,404)	(7,376,934)
Accounts Payable Disbursements	(15,143,058)	(9,469,616)	(9,464,266)
Cash and Cash Equivalents, Ending Balance	<u>\$ 288,937,471</u>	<u>\$ 299,043,033</u>	<u>\$ 302,654,345</u>

2022 Actual Tax Collections (Net of TIF Pass-through)

	Current Year's Levy	Prior Years' Levy	Penalty & Interest	Total
September, 2021	\$ -	\$ (179,099)	\$ 31,970	\$ (147,128)
October	2,892,352	93,615	34,900	3,020,866
November	5,457,405	(9,836)	24,663	5,472,232
December	22,357,116	65,709	23,147	22,445,972
January, 2022	31,602,541	74,156	30,551	31,707,248
February	21,920,072	36,809	273,139	22,230,020
March	1,179,272	74,701	115,568	1,369,542
April	458,967	62,576	35,305	556,848
May	593,467	27,198	74,883	695,548
June	453,266	35,038	93,086	581,390
July	350,526	(19,141)	81,022	412,407
August	317,202	41,537	71,990	430,730
Total Collections	<u>\$ 87,582,185</u>	<u>\$ 303,263</u>	<u>\$ 890,226</u>	<u>\$ 88,775,674</u>

2023 Actual and Projected Tax Collections

	Current Year's Levy	Prior Years' Levy	Penalty & Interest	Total
September, 2022	\$ -	\$ 175,788	\$ 67,511	\$ 243,299
October	3,405,514	110,224	41,092	3,556,830
November	6,425,661	(11,581)	29,039	6,443,119
December	26,323,729	77,367	27,254	26,428,350
January, 2023	37,209,483	87,313	35,971	37,332,767
February	25,809,145	43,339	321,600	26,174,084
March	1,388,499	87,955	136,073	1,612,526
April	540,397	73,679	41,569	655,644
May	698,760	32,023	88,169	818,952
June	533,685	41,255	109,602	684,541
July	412,716	(22,537)	95,397	485,576
August	373,481	48,907	84,763	507,150
Total Collections	<u>\$ 103,121,070</u>	<u>\$ 743,732</u>	<u>\$ 1,078,038</u>	<u>\$ 104,942,839</u>

Waco Independent School District

Board of Trustee Workshop Agenda Item

Date: October 27, 2022

Contact Person: Mrs. Grace Benson

RE: Emergent Bilinguals Annual Evaluation and Program Report

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Background Information:

Texas Administrative Code §89.1265. Evaluation.

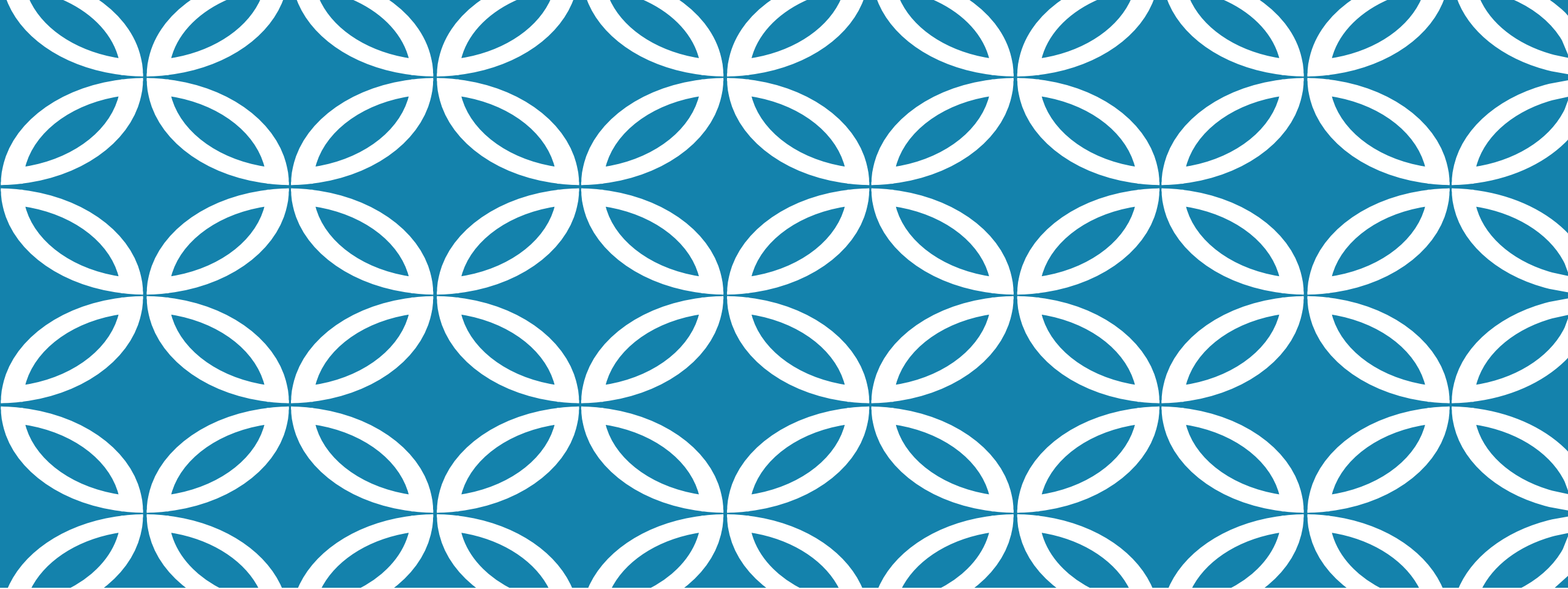
(a) All school districts required to conduct a bilingual education or English as a second language (ESL) program shall conduct an annual evaluation in accordance with Texas Education Code (TEC), §29.053, collecting a full range of data to determine program effectiveness to ensure student academic success. The annual evaluation report shall be presented to the board of trustees before November 1 of each year and the report shall be retained at the school district level in accordance with TEC, §29.062.

The purpose of the Emergent Bilinguals Annual Evaluation and Program Report is to provide the Board of Trustees with the annual report of the Bilingual and ESL programs within Waco ISD for 2021-2022. Areas addressed in the report are listed below:

- ESL and Bilingual Programs Offered at Waco ISD
- Programming Updates
- Demographics
- Language Acquisition Summer School
- ESL and Bilingual Programs Staffing
- Professional Development
- Student, Family, and Community Engagement
- Academic and Linguistic Progress for Emergent Bilinguals

Fiscal Implications: None

Administrative Recommendation(s): This report is for information only. No action is necessary.



**EMERGENT BILINGUALS ANNUAL EVALUATION
AND PROGRAM REPORT
WACO ISD
2021-2022**

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Grace Benson, Ed. S.
Director of ESL and Bilingual Education
Waco ISD

EMERGENT BILINGUAL PROGRAMS REPORT 2021-2022: DUAL LANGUAGE PROGRAM UPDATE

I am so excited to share that we now have added eight more Dual Language Immersion campuses to our district! As we scale the One and Two-Way Dual Language Immersion programs, having a *Beginner's Mindset* (a Design Thinking mindset) is essential. I am looking closely at programming from different lenses with a goal of learning from each one: the student lens, the parent perspective, the teacher's view, that of an administrator, a holistic district level lens, and a scalable regional and state level lens. All are essential and have shaped our programming and efforts to continue to refine and grow. As a department, *Empathy* (also one of Design Thinking's mindsets) is ever present as we work side by side with students, teachers, and administrators, to understand their needs and share in celebrations in an effort to empower them as they strive for bilingualism, biliteracy, and multiculturalism.

Empathy

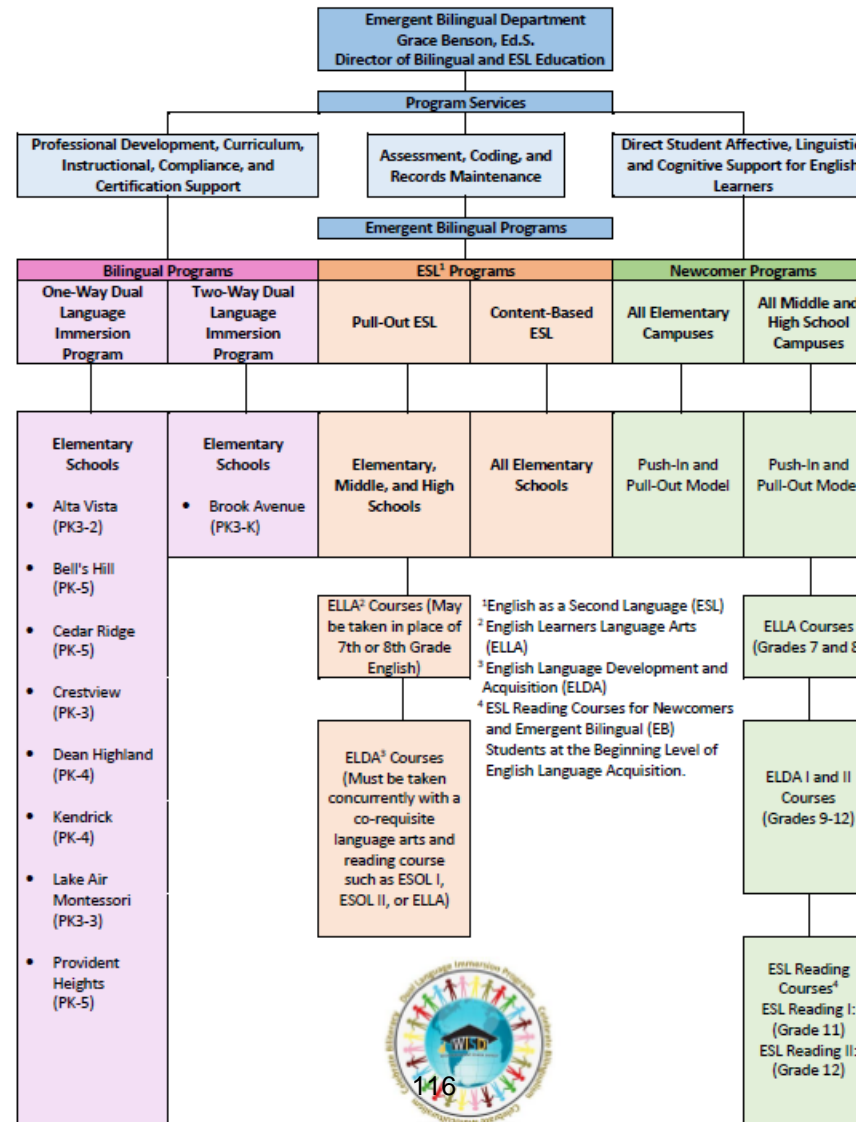
"Imagining yourself walking in someone else's shoes and feeling the toe pinch. It is the central mindset of human-centered design."



Beginners Mindset

"Question everything with a childlike curiosity and experimentation."

ESL and Bilingual Programs Offered at Waco ISD



DUAL LANGUAGE IMMERSION/ONE-WAY

Dual language immersion/one-way is a bilingual/biliteracy program model in which students identified as English learners are served in both English and another language and are prepared to meet reclassification criteria in order to be successful in English-only instruction not earlier than six or later than seven years after the student enrolls in school. Instruction provided in a language other than English in this program model is delivered by a teacher appropriately certified in bilingual education under TEC, §29.061. Instruction provided in English in this program model may be delivered either by a teacher appropriately certified in bilingual education or by a different teacher certified in ESL in accordance with TEC, §29.061. The goal of one-way dual language immersion is for program participants to attain full proficiency in another language as well as English. This model provides ongoing instruction in literacy and academic content in the students' primary language as well as English, with at least half of the instruction delivered in the students' primary language for the duration of the program.

DUAL LANGUAGE IMMERSION/TWO-WAY

“Dual language immersion/two-way is a bilingual/biliteracy program model in which students identified as English learners are integrated with students proficient in English and are served in both English and another language and are prepared to meet reclassification criteria in order to be successful in English-only instruction not earlier than six or later than seven years after the student enrolls in school. Instruction provided in a language other than English in this program model is delivered by a teacher appropriately certified in bilingual education under TEC, §29.061, for the assigned grade level and content area. Instruction provided in English in this program model may be delivered either by a teacher appropriately certified in bilingual education or by a different teacher certified in ESL in accordance with TEC, §29.061, for the assigned grade level and content area. The goal of two-way dual language immersion is for program participants to attain full proficiency in another language as well as English. This model provides ongoing instruction in literacy and academic content in English and another language with at least half of the instruction delivered in the non-English program language for the duration of the program.”

From §89.1210. Program Content and Design.

TRANSITIONAL BILINGUAL/EARLY EXIT

“Transitional bilingual/early exit is a bilingual program model in which students identified as English learners are served in both English and another language and are prepared to meet reclassification criteria to be successful in English-only instruction not earlier than two or later than five years after the student enrolls in school. Instruction in this program is delivered by a teacher appropriately certified in bilingual education under TEC, §29.061(b)(1), for the assigned grade level and content area. The goal of early-exit transitional bilingual education is for program participants to use their primary language as a resource while acquiring full proficiency in English. This model provides instruction in literacy and academic content through the medium of the students' primary language along with instruction in English that targets second language development through academic content.”

From §89.1210. Program Content and Design.

ESL/Content-Based

“An ESL/content-based program model is an English acquisition program that serves students identified as English learners through English instruction by a teacher appropriately certified in ESL under TEC, §29.061(c), through English language arts and reading, mathematics, science, and social studies. The goal of content-based ESL is for English learners to attain full proficiency in English in order to participate equitably in school. This model targets English language development through academic content instruction that is linguistically and culturally responsive in English language arts and reading, mathematics, science, and social studies.”

From §89.1210. Program Content and Design.

ESL/Pull-Out

“An ESL/pull-out program model is an English acquisition program that serves students identified as English learners through English instruction provided by an appropriately certified ESL teacher under the TEC, §29.061(c), through English language arts and reading. The goal of ESL pull-out is for English learners to attain full proficiency in English in order to participate equitably in school. This model targets English language development through academic content instruction that is linguistically and culturally responsive in English language arts and reading. Instruction shall be provided by the ESL teacher in a pull-out or inclusionary delivery model.”

DEMOGRAPHICS

Program Specification	Number of Students 2021-2022
Total Limited English Proficient (LEP) Students	3,090
Bilingual	804
ESL	2,286

MONITORED YEAR 1 AND YEAR 2 STUDENTS

Monitored Year 1 & Year 2 (Includes Reclassified Students)

107 (includes students that met reclassification criteria)

LANGUAGE ACQUISITION SUMMER SCHOOL: JUNE 6-JULY 1

We want to thank our dedicated and talented lead teacher, Ms. Guadalupe Zuniga and the incredible Language Acquisition Summer School teachers, paraprofessionals, lead clerk, and nurse for the valuable time they took this summer to ensure that students had continuous academic and linguistic growth.

We also want to thank Ms. Rebekah Mechell for always welcoming our Emergent Bilingual students from all over the district and hosting our program at Bell's Hill Elementary each year.

All Emergent Bilinguals in PK and Kindergarten were invited to the program and a total of 100 students attended.



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Heroes in our Community: A Special Visit from Engine #5

A big highlight of Language Acquisition Summer School was when the wonderful firefighters and majestic engine #5 came to visit. The children were so excited!



The students and their families first watched a very informative safety presentation. After the presentation, the firefighters showed the children all of the incredible things that a fire truck does. One of the fire fighters also put on his full gear (mask, air tank, and all) and walked around shaking hands with each child. He did this so the children would know how fire fighters look and sound in full gear, and not be afraid in the event of an emergency.

Did you know that if a child is trapped in their room and there is a fire they should throw their teddy bears and toys out of the window onto the lawn? This is so that firefighters know that a child is trapped in a room from the moment they arrive and can see their approximate location in the home right away. These were some of the important things we all learned that day!

ESL AND BILINGUAL PROGRAMS STAFFING: 2021-2022

ESL and Bilingual Programs Staffing:

- 235 teachers in Waco ISD taught in an ESL Program.
- 47 teachers taught in a Bilingual Education Program.
- 4 teachers needed to instruct Emergent Bilinguals under a bilingual education exception (Spanish)
- 11 teachers needed to instruct Emergent Bilinguals under an ESL waiver
- 25 additional teachers became ESL certified (includes 8 teachers who were on ESL emergency permits and/or waivers)



Ms. Krisol Villa-Flores, Second Grade Dual Language Bilingual Teacher at Dean Highland Elementary

OUR WONDERFUL DUAL LANGUAGE TEACHERS FROM PROVIDENT HEIGHTS ELEMENTARY

Pictured from left to right:

- Yenny Vranich- All core-subjects (Kindergarten)
- Nelly Perez- Math and Science (Grades 4 and 5) and Multi-Classroom Lead Teacher (MCL)
- Cassandra Marin-Bilingual Student Intervention Teacher (SIT)
- Tiffany Chen Wu –Math and Science (Grades 2 and 3)
- Angelica Olvera –Language Arts and Social Studies (Grades 4 and 5)
- Victoria Nava-Cabrera – Language Arts and Social Studies (Grades 2 and 3) and Multi-Classroom Lead Teacher (MCL)



Our English Learners Department Family



Grace Benson, Director of
ESL and Bilingual Education



Cris Leary
Administrative
Assistant



Yadira Burciaga
Bilingual Assessor
Specialist



Eleanor Vega
Emergent Bilingual
Testing Clerk



Cathleen Rooney
Emergent Bilingual
Coordinator



Carmen Diaz-Perez
Coordinator of Bilingual
Education



Milissa Johnson
Emergent Bilingual
Coordinator



Lynn Callentine
Emergent Bilingual
Coordinator



Randy James
ESL Strategist/Interventionist
(High Schools)



Rebecca Rivera
ESL Strategist/Interventionist



Julie Pena
ESL Strategist/Interventionist



Maria "Mimi" Martinez
Bilingual Instructional Aide



Kade Hill
Bilingual Instructional Tutor

PROFESSIONAL DEVELOPMENT FOR ADMINISTRATORS, ESL AND BILINGUAL TEACHERS, AND PARAPROFESSIONALS

Administrators, ESL and Bilingual teachers, and paraprofessionals participated in many engaging professional development opportunities during the 2021-2022 school-year. Some of the Professional Development topics are included below:

- ESL Teacher Certification Academies in the fall, spring, and summer
- Language Proficiency Assessment Committee (LPAC) Trainings
- TELPAS and Domain III PD
- Scholastic Spanish Guided Reading PD
- Direct coaching and instructional support for ESL and Bilingual teachers
- Summit K-12 Intervention PD for teachers and administrators
- Estrellita Spanish Literacy PD for teachers
- Arriba la Lectura curriculum PD for teachers
- Spanish Language Arts and Reading (SLAR) and English Language Arts and Reading (ELAR) PD for teachers
- PD on best instructional practices for all four language domains for Emergent Bilinguals
- Emergent Bilingual PD for core-content teachers
- Sheltered Instruction trainings
- Dual Language Enrichment PD for teachers, paraprofessionals, and administrators



Pictured above: Veronica Angulo, paraprofessional from Dean Highland, collaborating with Faith Foster from Region 12 during a Dual Language Immersion PD on January 3, 2022.

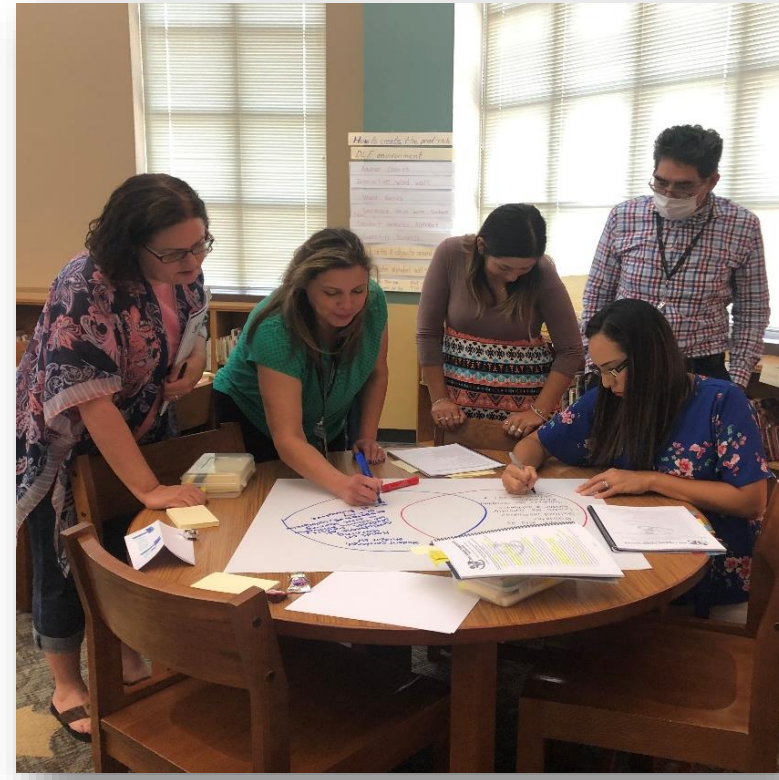
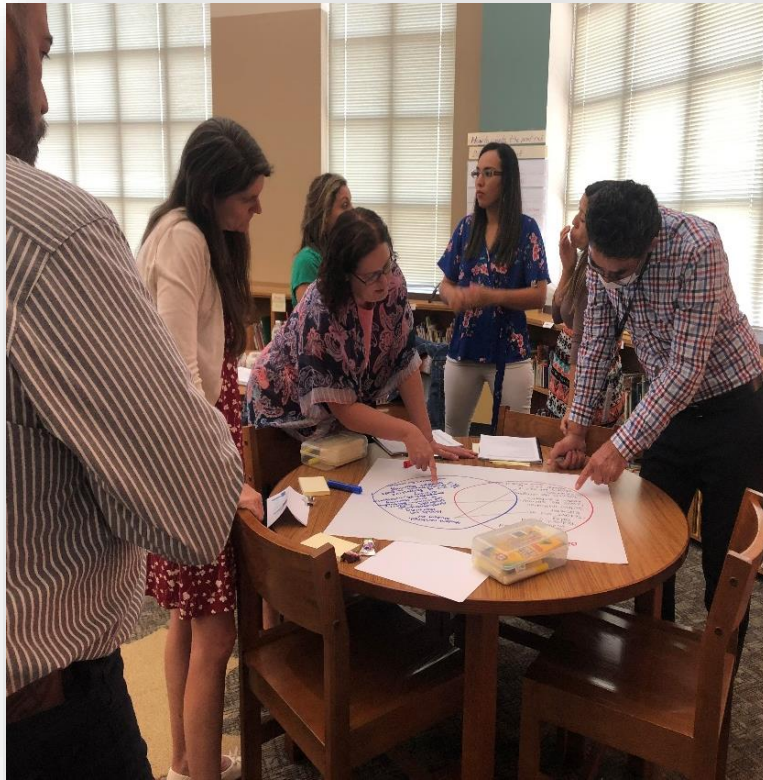
PROFESSIONAL DEVELOPMENT HIGHLIGHTS

As we scale the Dual Language Program across the district, we have also been working closely with teachers and administrators to ensure that they are growing in their knowledgebase of best instructional practices in Dual Language Immersion Programs.



On June 3, campus administrators from the nine Phase I and Phase II Dual Language campuses participated in Administrator Dual Language Enrichment PD to learn about the essential components of Dual Language and the essential role that they play as campus leaders in monitoring implementation fidelity of effective, research-based practices that foster bilingual, biliterate, and multicultural students.

PROFESSIONAL DEVELOPMENT HIGHLIGHTS



Pictured above: Dr. Michael Whitacre from the Dual Language Training Institute facilitates Dual Language Immersion PD for Dean Highland Dual Language teachers.

COMMUNITY ENGAGEMENT HIGHLIGHTS

Waco Immigrant Resource Fair

The English Learners Department was proud to participate in the Waco Immigrant Resource Fair that took place in the spring of 2022.

We were able to distribute many books and goodie bags to children of all ages and provide valuable information about the ESL and Bilingual programs at Waco ISD. Bilingual teachers, like Ms. Arid Enriquez from Lake Air Montessori (pictured here), joined us that day to support our community.

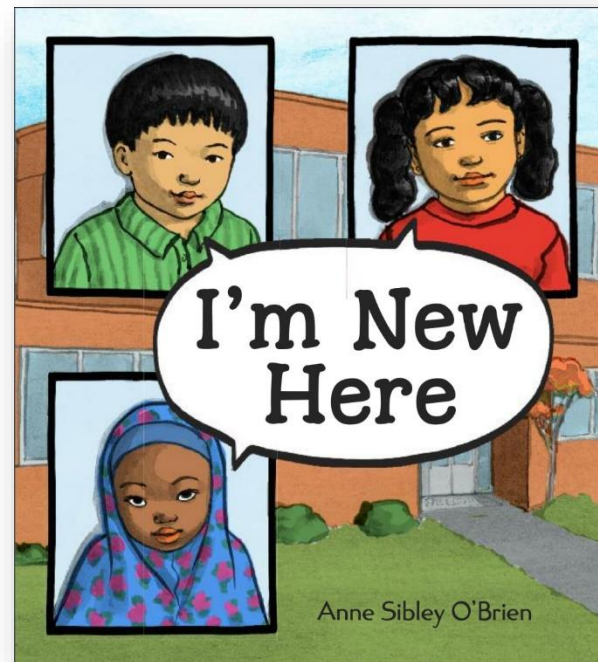


Pictured above from left to right: Rebecca Rivera, Julie Pena, Grace Benson, Arid Enriquez, and Cathleen Rooney.

TEXAS EDUCATION AGENCY NEWCOMERS COMMUNITY OF PRACTICE

Grace Benson continues to serve as a member of the Texas Education Agency's Newcomer Community of Practice.

All of the members of TEA's Newcomer Community of Practice represent districts across Texas who are working together to improve the learning outcomes of immigrant students across the state.



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TELPAS COMPOSITE SCORE AND RATING

TELPAS Composite Score

The **TELPAS Composite Score** denotes the student's overall level of English Proficiency. The following four areas are assessed:

- Reading
- Writing
- Listening
- Speaking

A student can obtain a *Composite Rating* ranging from 1-4 in each of the four assessed areas. The *TELPAS Composite Score* is obtained by averaging the student's performance in the four assessed areas.

TELPAS Composite Ratings

Beginner Level	Intermediate Level	Advanced Level	Advanced High Level
1	2	3	4



TEXAS ENGLISH LANGUAGE PROFICIENCY ASSESSMENT (TELPAS)

Current TELPAS Domain Weights for Composite Score Calculations for 2021-2022

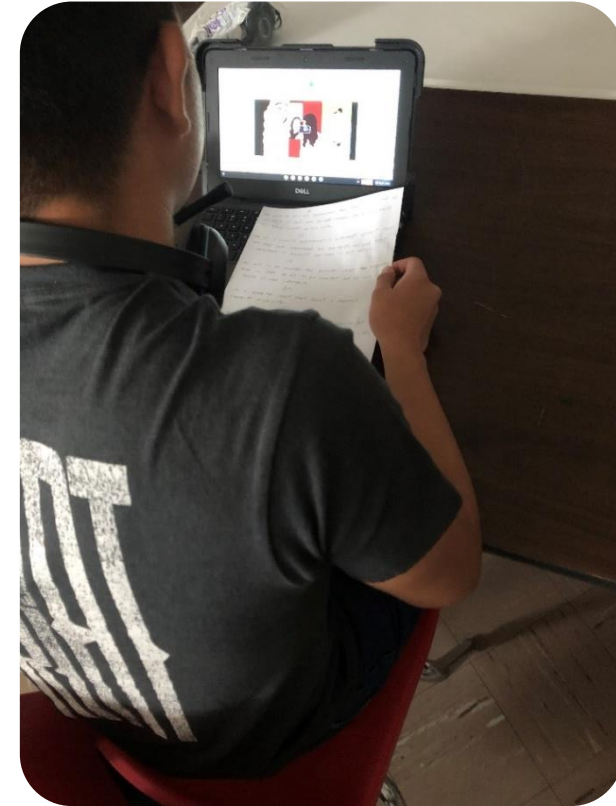
TELPAS assesses the English language proficiency of K–12 Emergent Bilinguals (ELs) in four language domains:

- Listening: 25%
- Speaking: 25%
- Reading: 25%
- Writing: 25%

English language proficiency assessments in grades K–12 are federally required to evaluate the progress that ELs make in becoming proficient in the use of academic English.

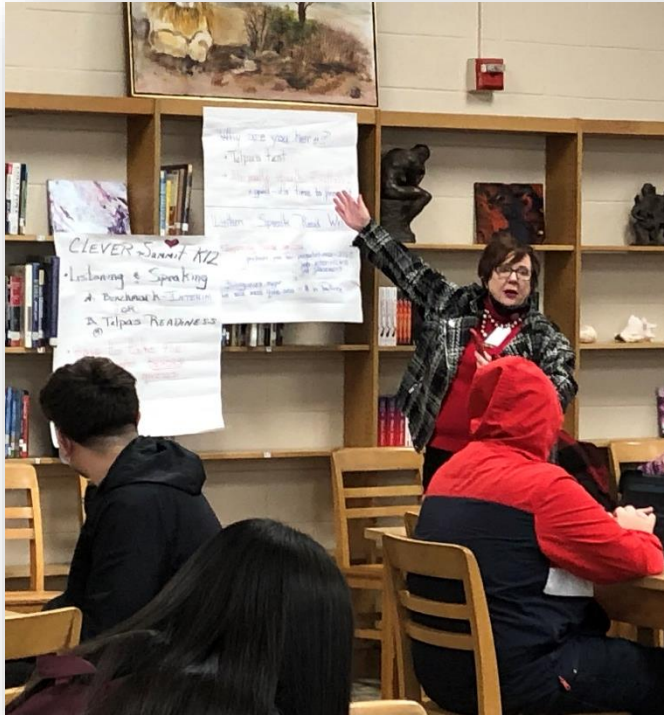
Adapted from TEA 2018-2019 Testing Coordinator Training

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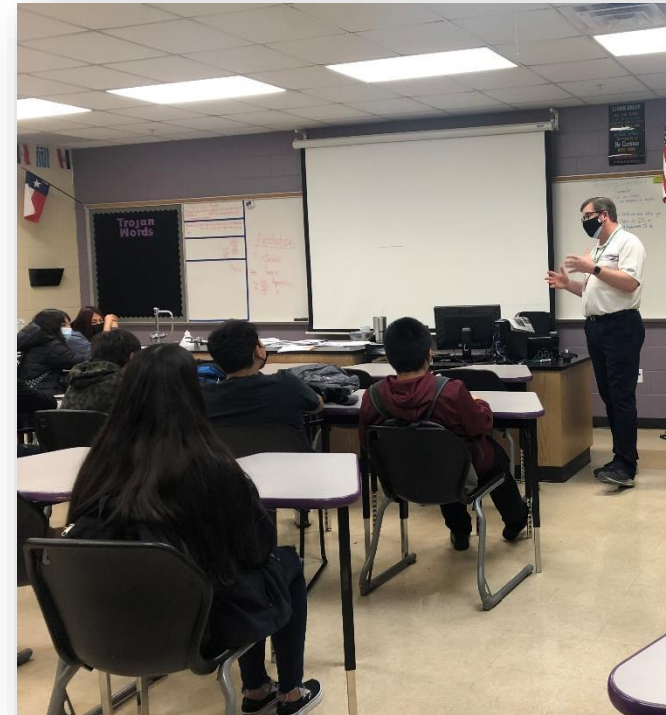


A student at Waco High applies strategies to increase English written expression skills in preparation for TELPAS.

TEXAS ENGLISH LANGUAGE PROFICIENCY ASSESSMENT

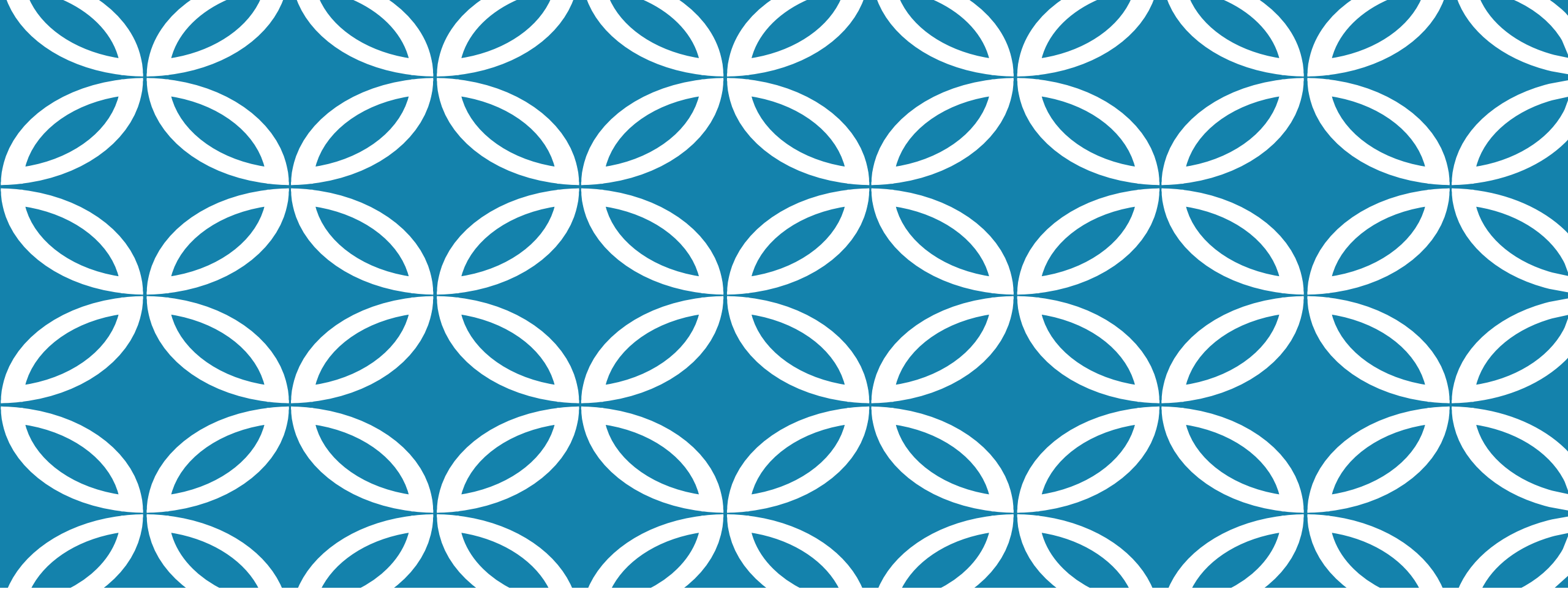


Pictured above: Lynn Callentine, Emergent Bilingual Coordinator, works with students at Waco High during implementation of the Summit K-12 intervention in preparation for TELPAS.



Pictured above: Daniel Pflieger, Assistant Principal at UHS, works with students during implementation of the Summit K-12 intervention in preparation for TELPAS.

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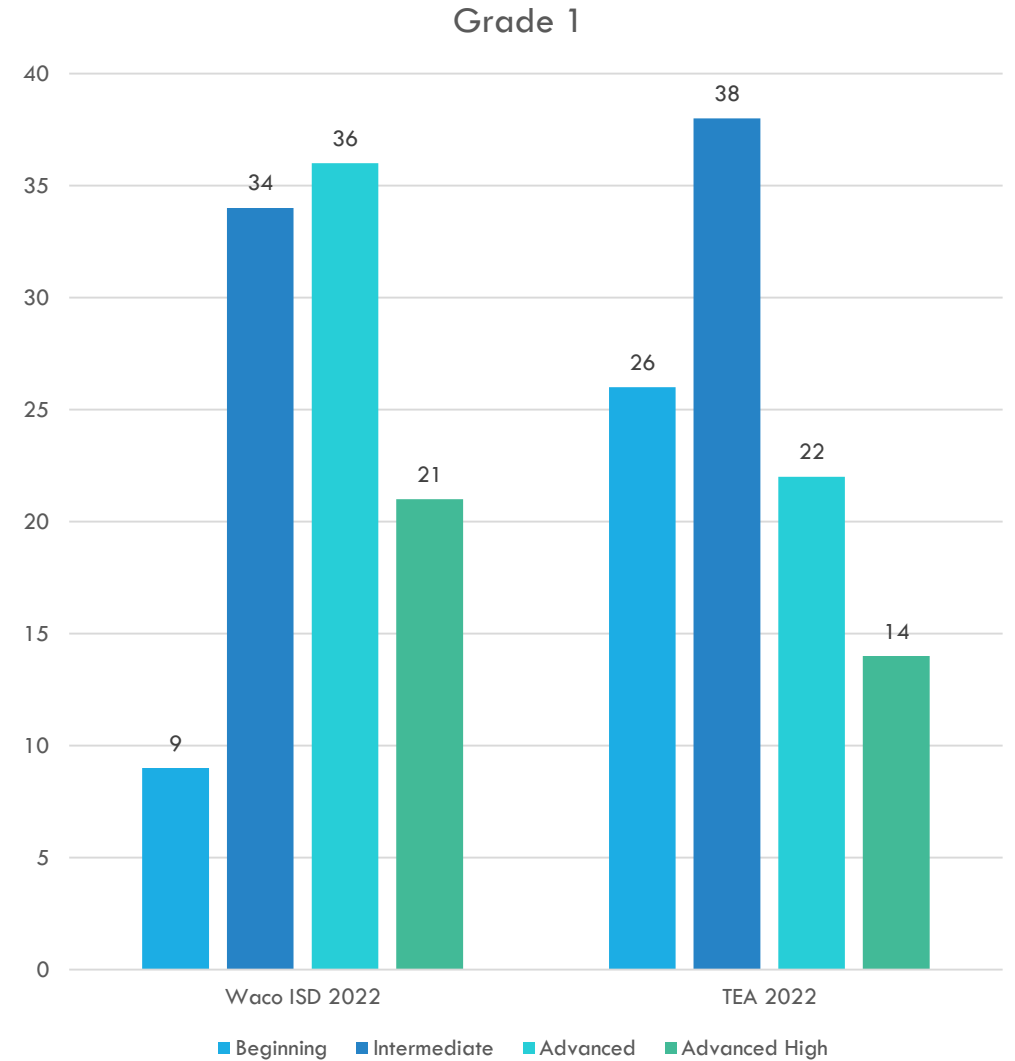
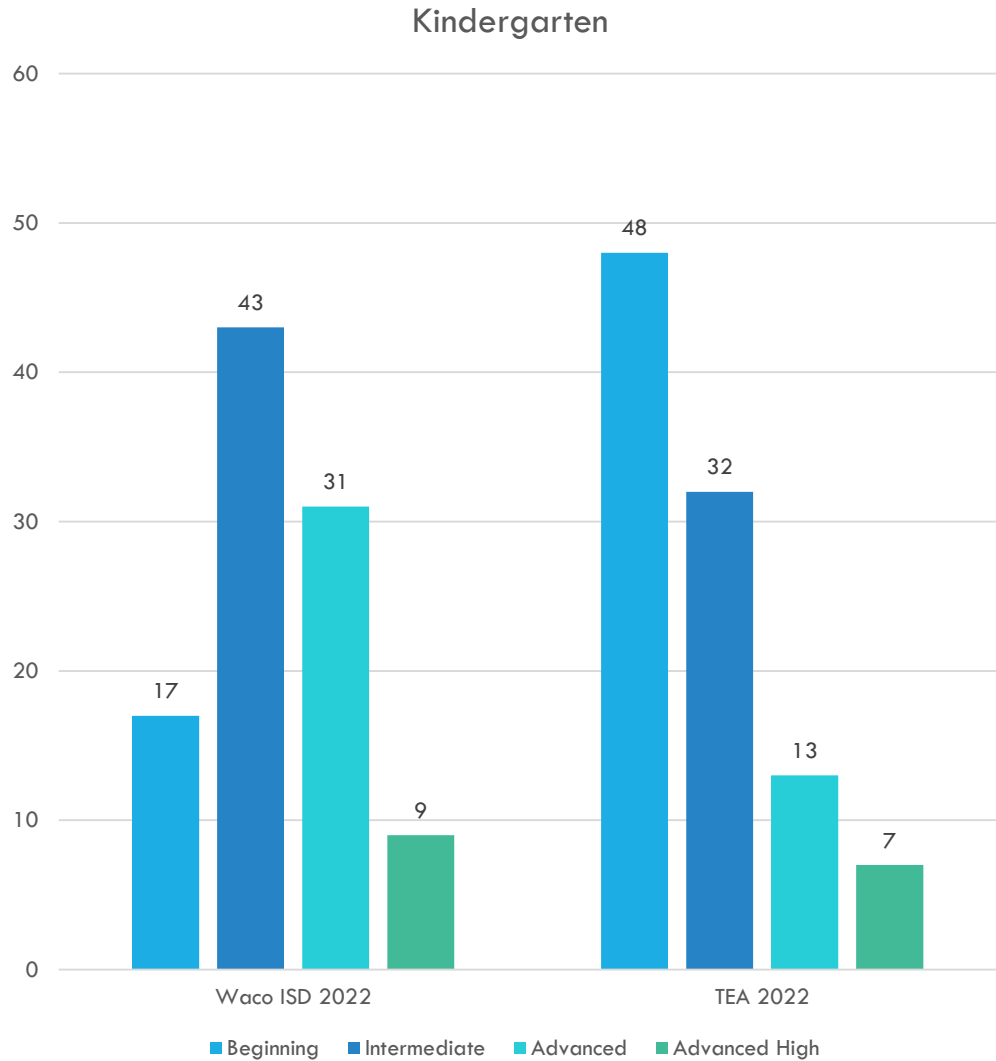


TELPAS RESULTS 2021-2022 (GRADES K-12)

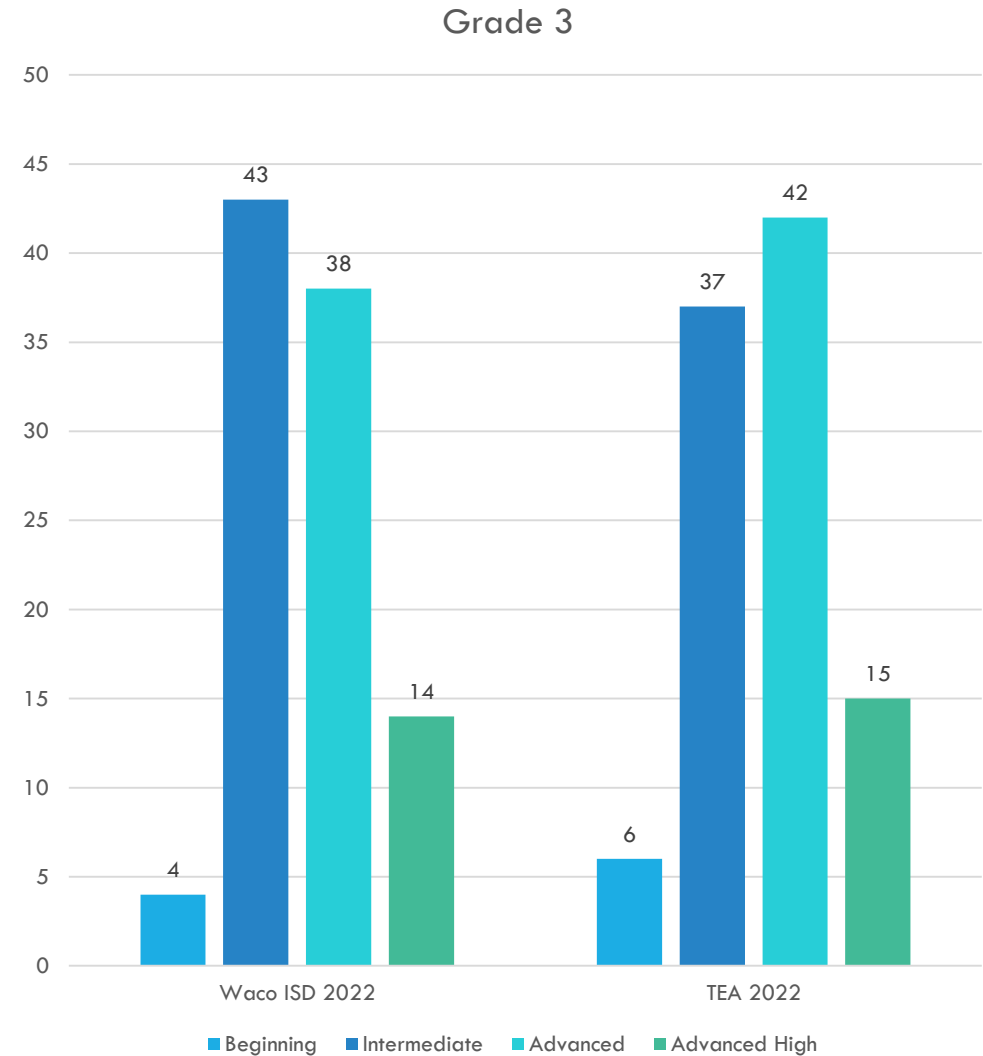
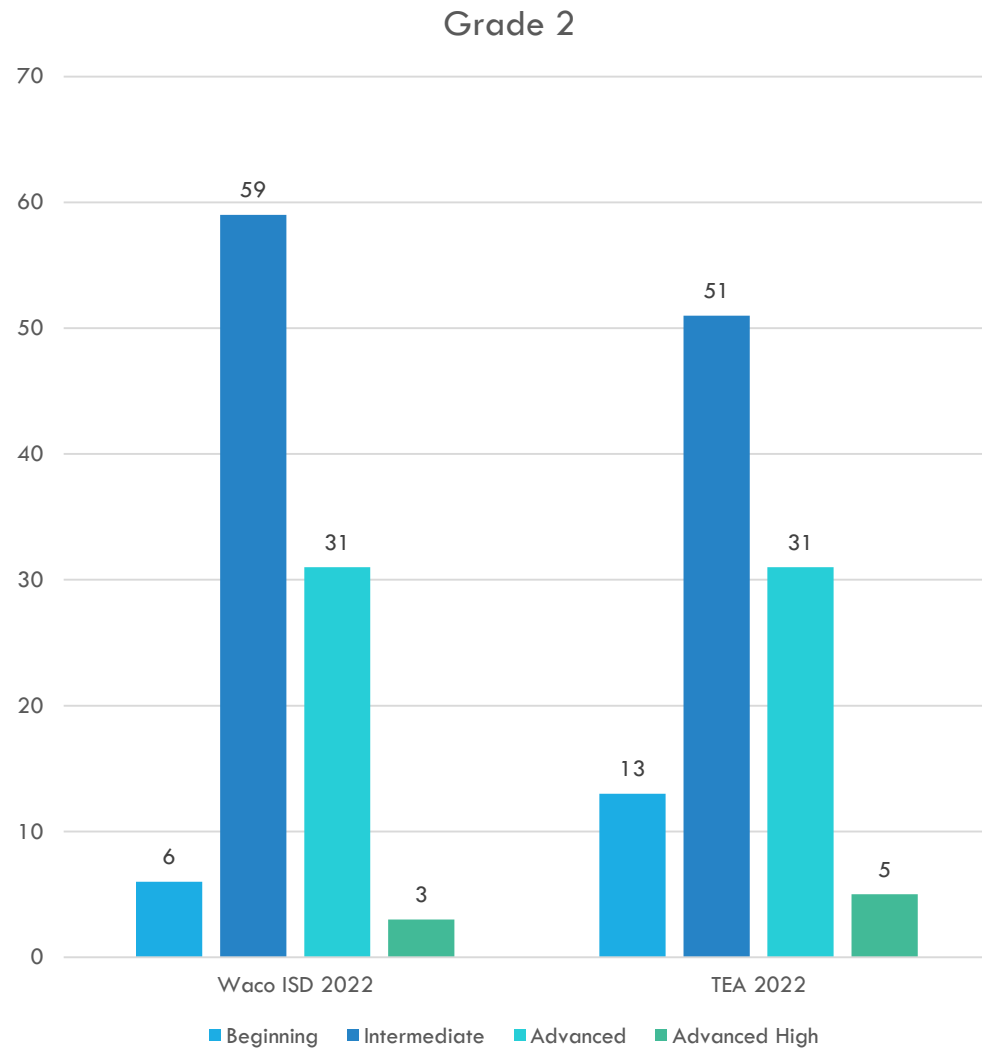
138



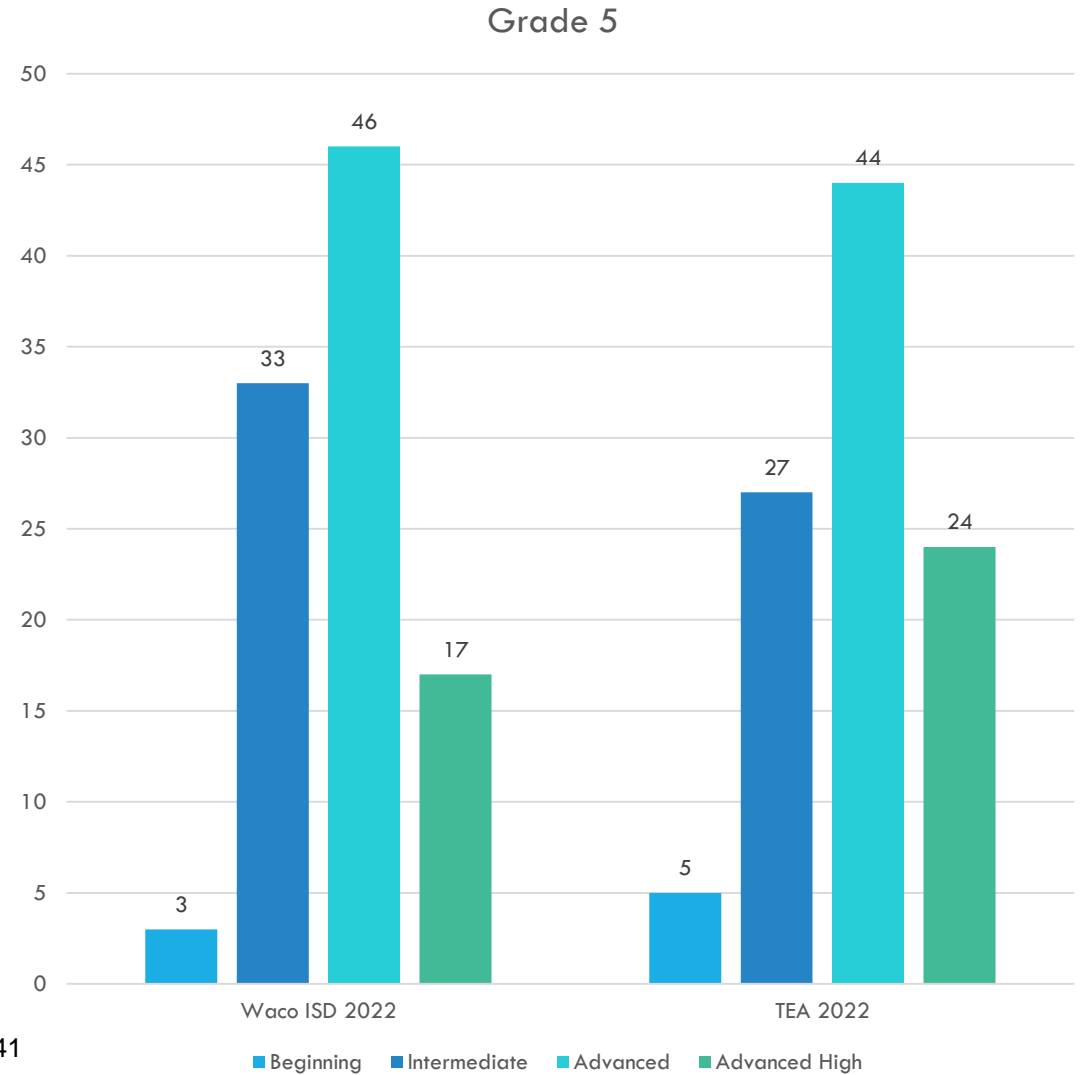
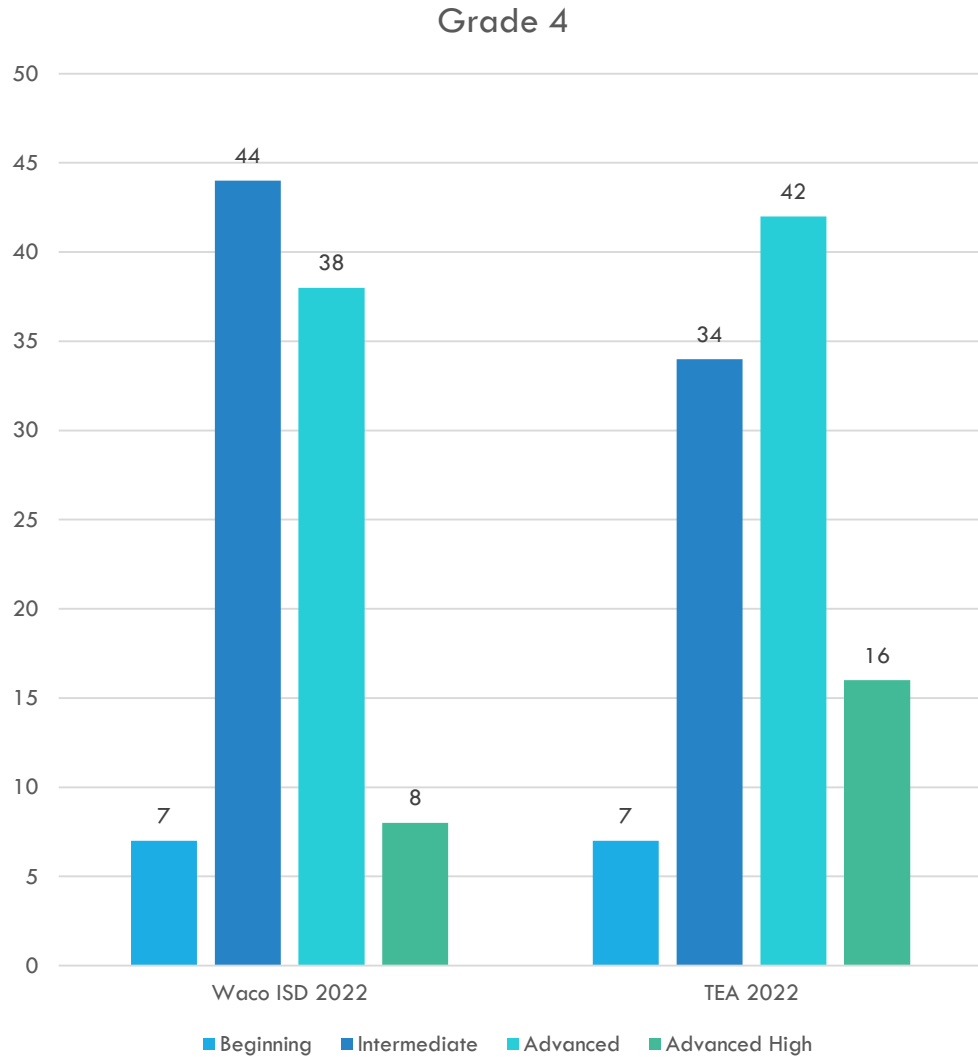
TELPAS COMPOSITE SCORES: KINDERGARTEN-GRADE 1



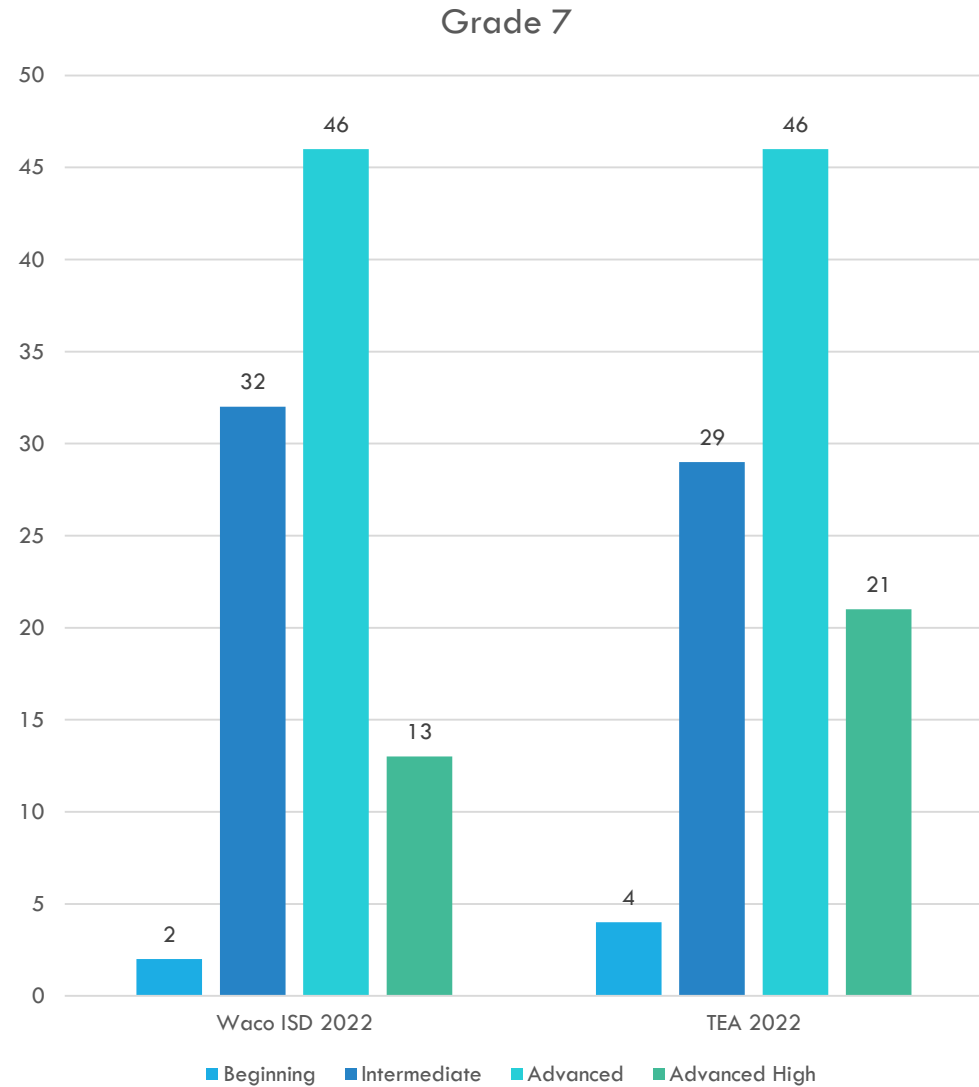
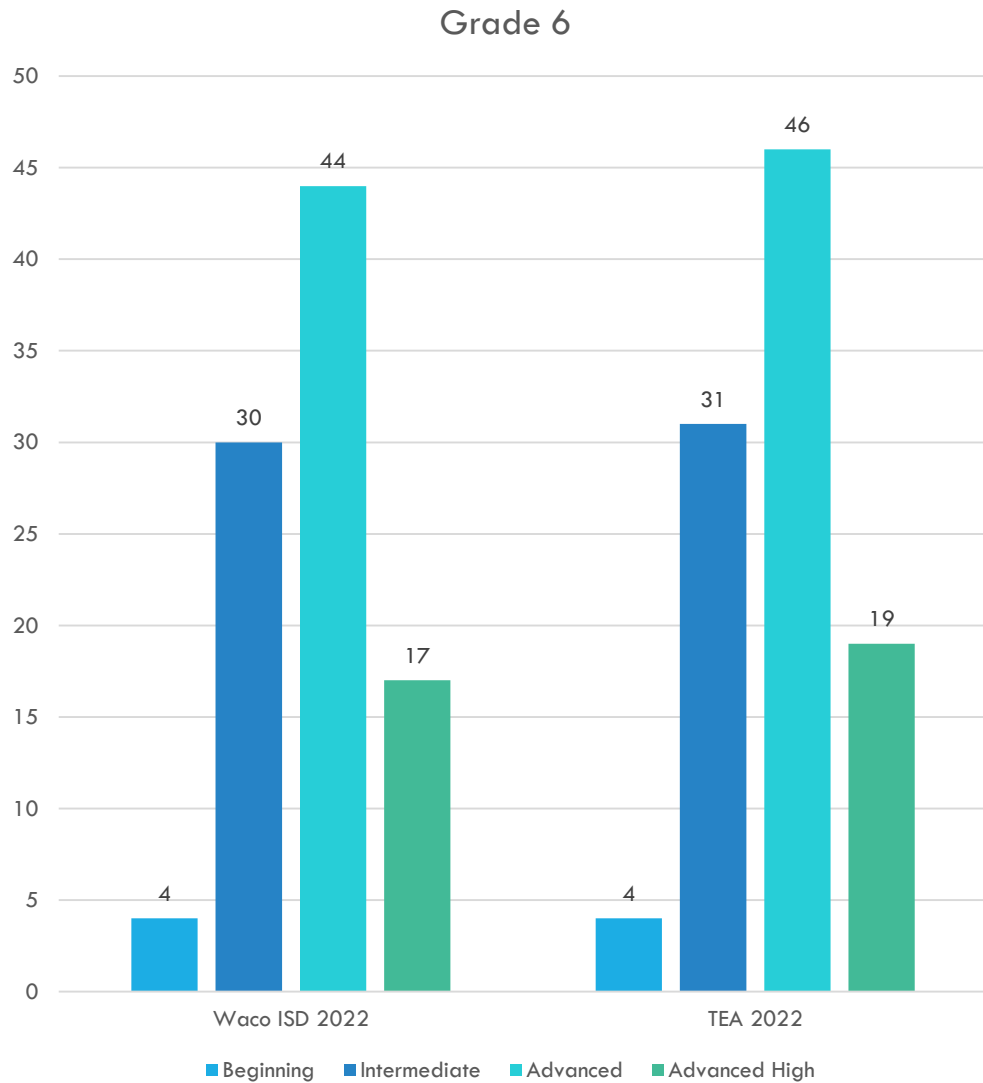
TELPAS COMPOSITE SCORES: GRADE 2 AND GRADE 3



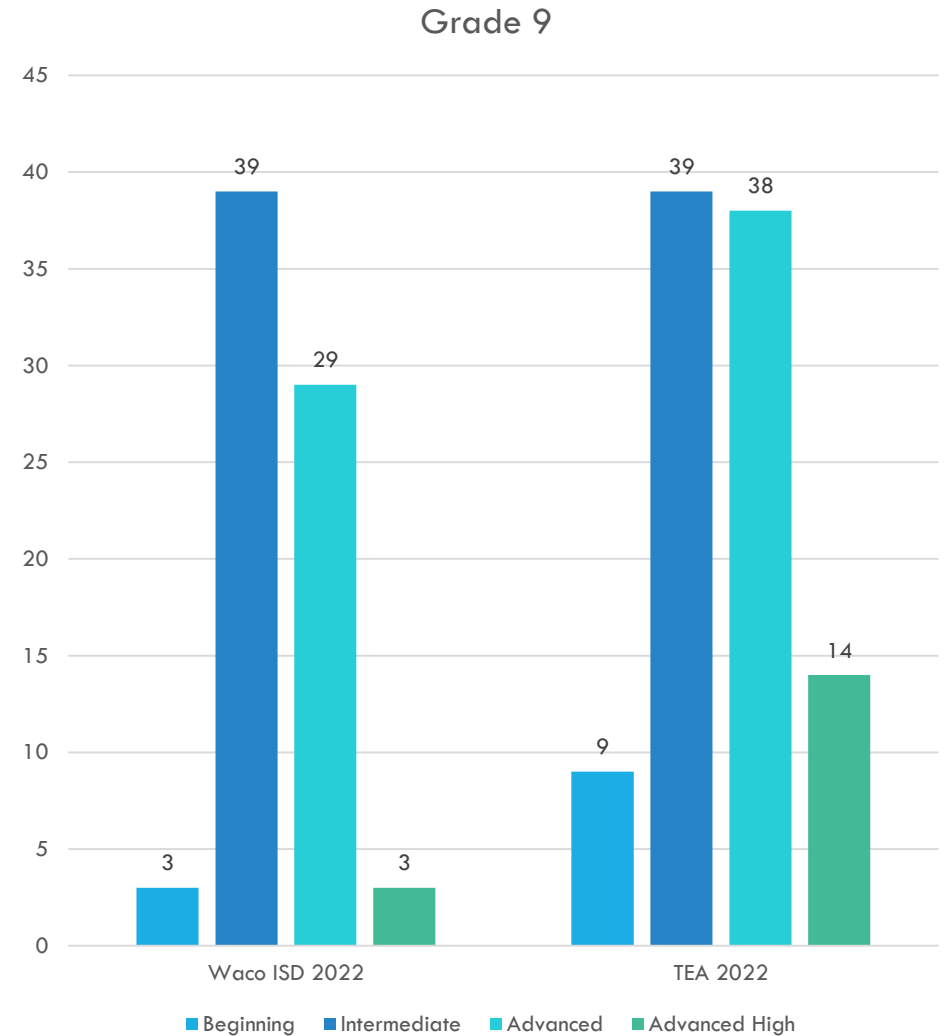
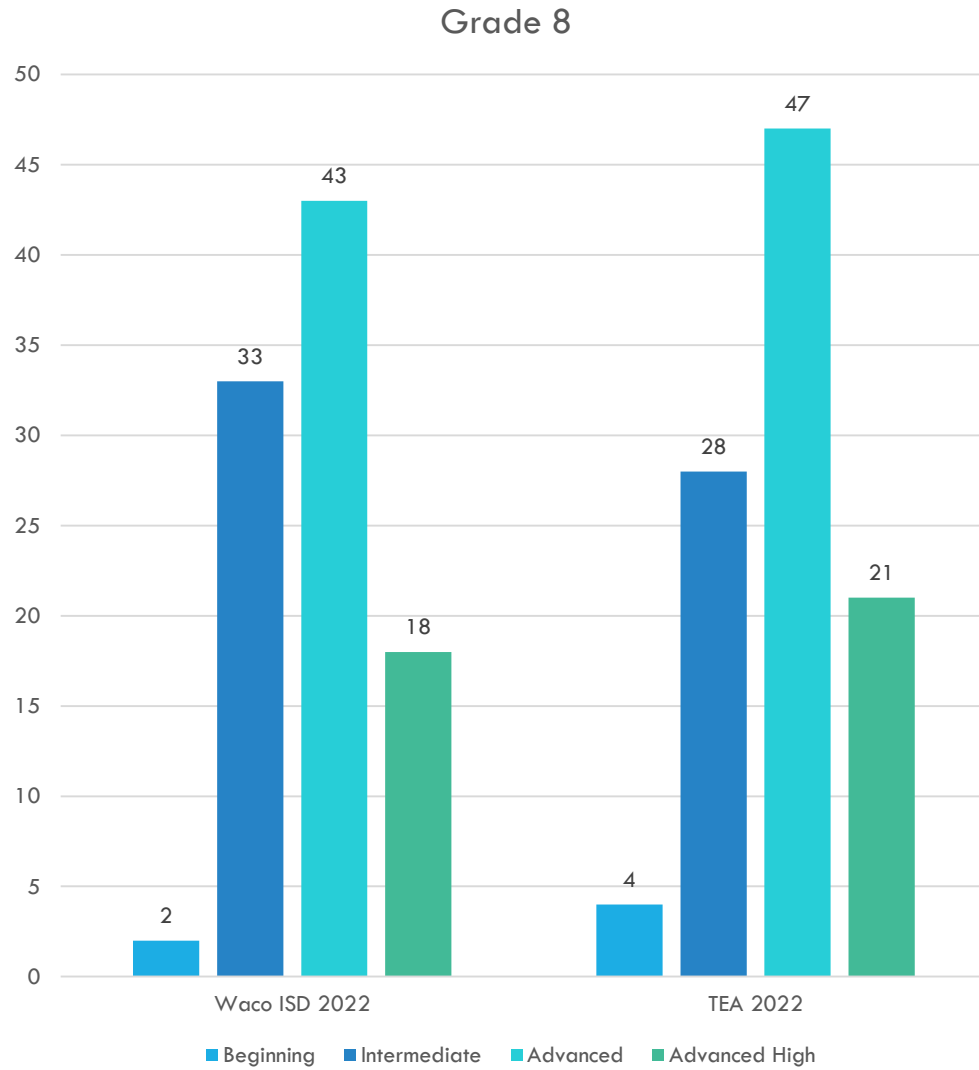
TELPAS COMPOSITE SCORES: GRADE 4 AND GRADE 5



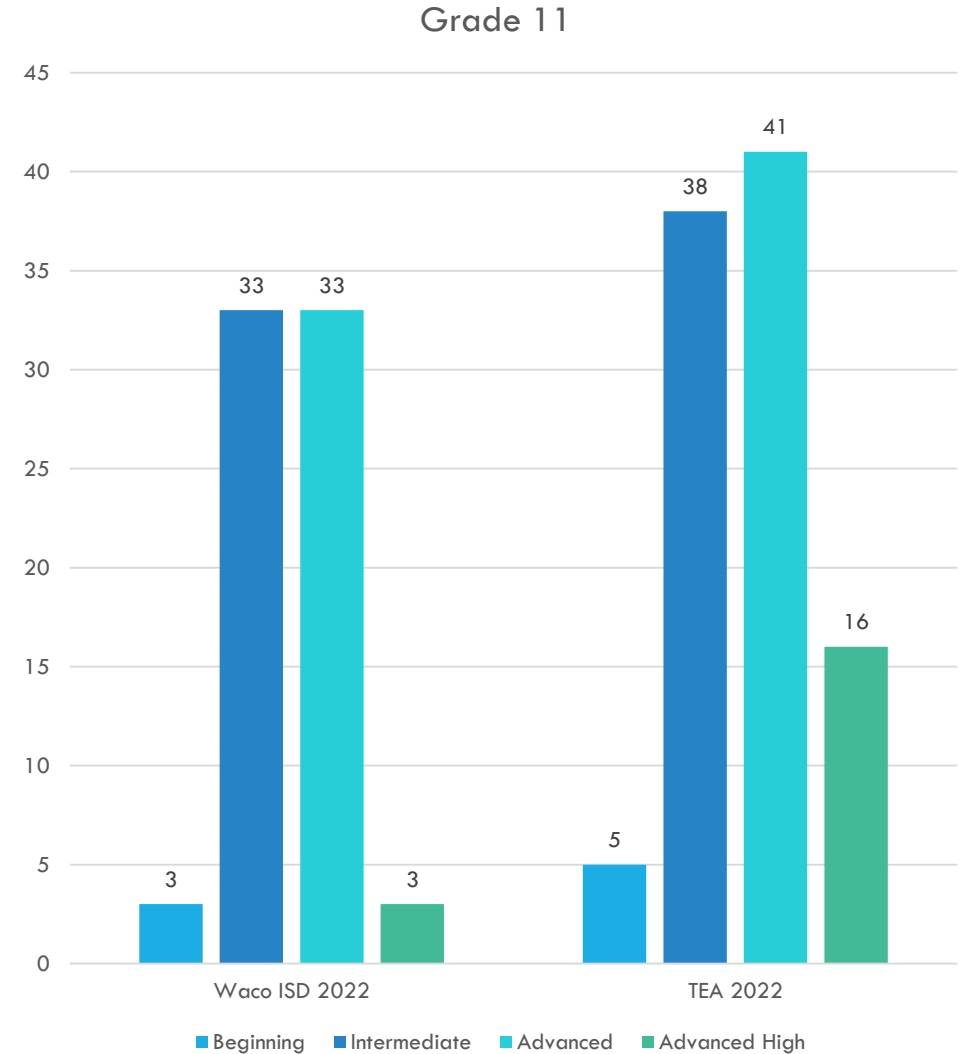
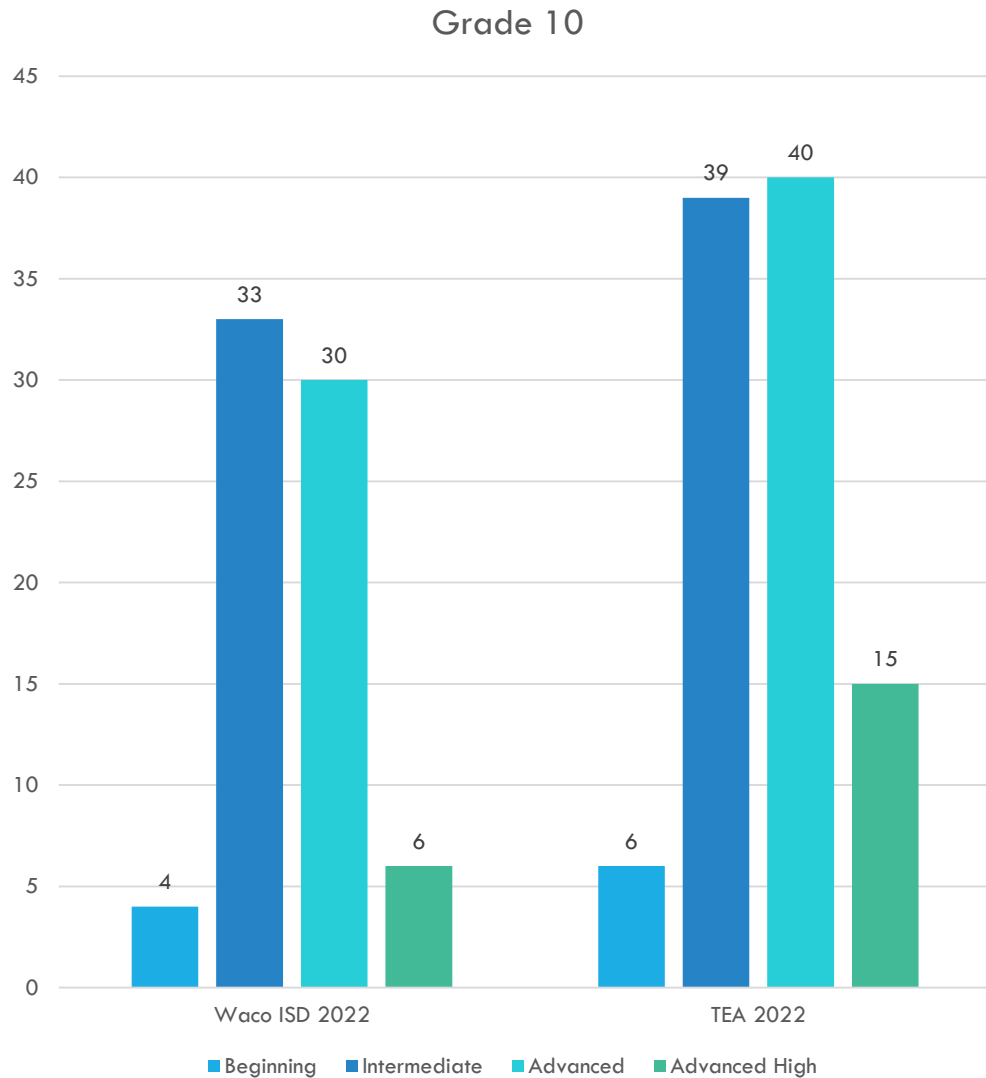
TELPAS COMPOSITE SCORES: GRADE 6 AND GRADE 7



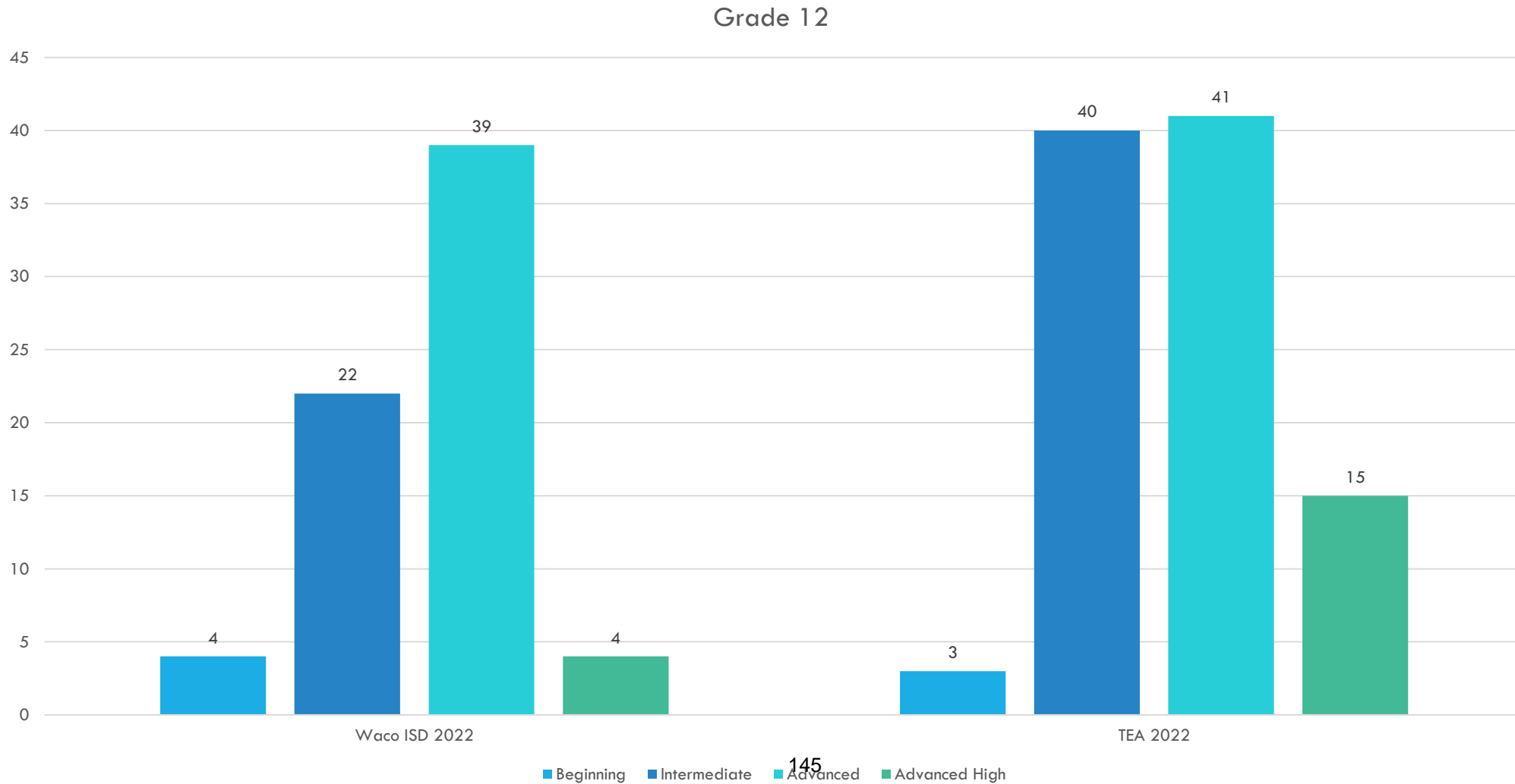
TELPAS COMPOSITE SCORES: GRADE 8 AND GRADE 9

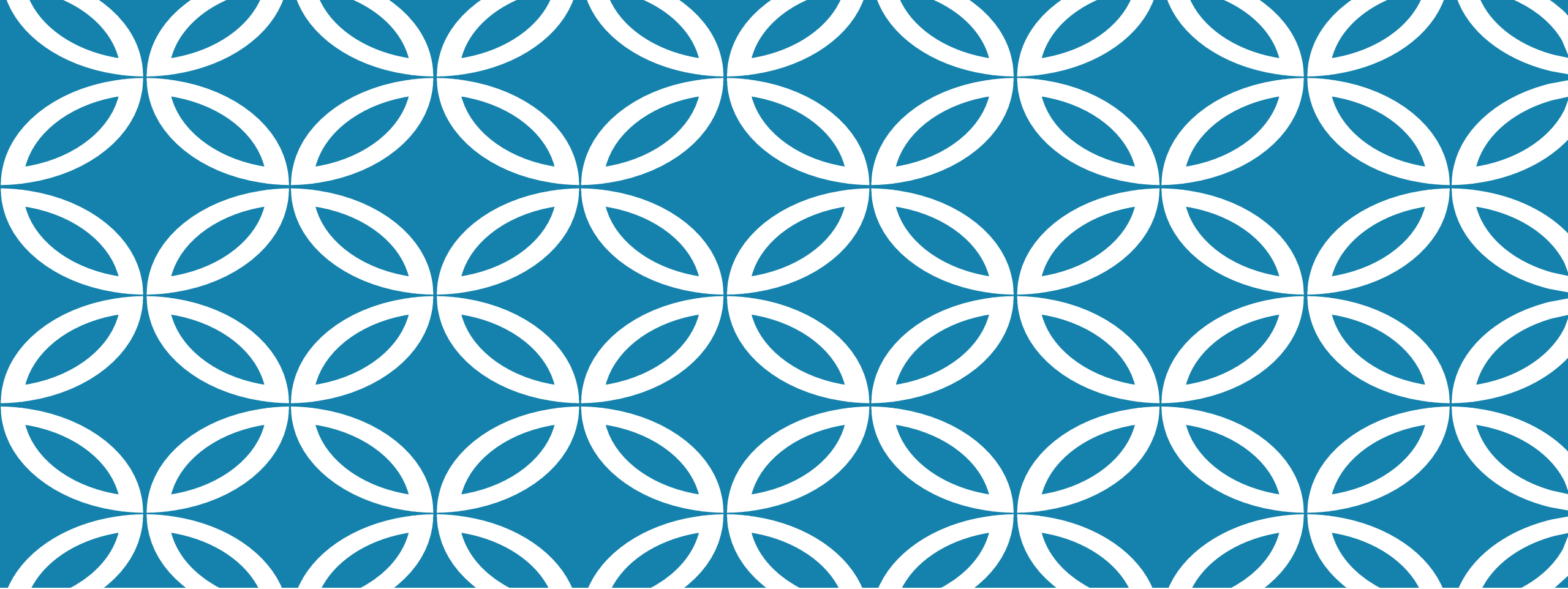


TELPAS COMPOSITE SCORES: GRADE 10 AND GRADE 11



TELPAS COMPOSITE SCORES: GRADE 12



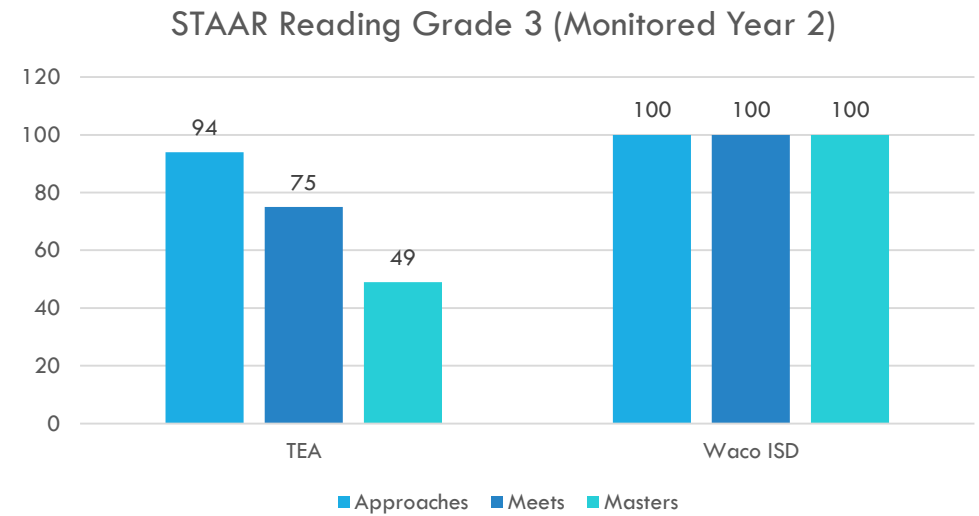
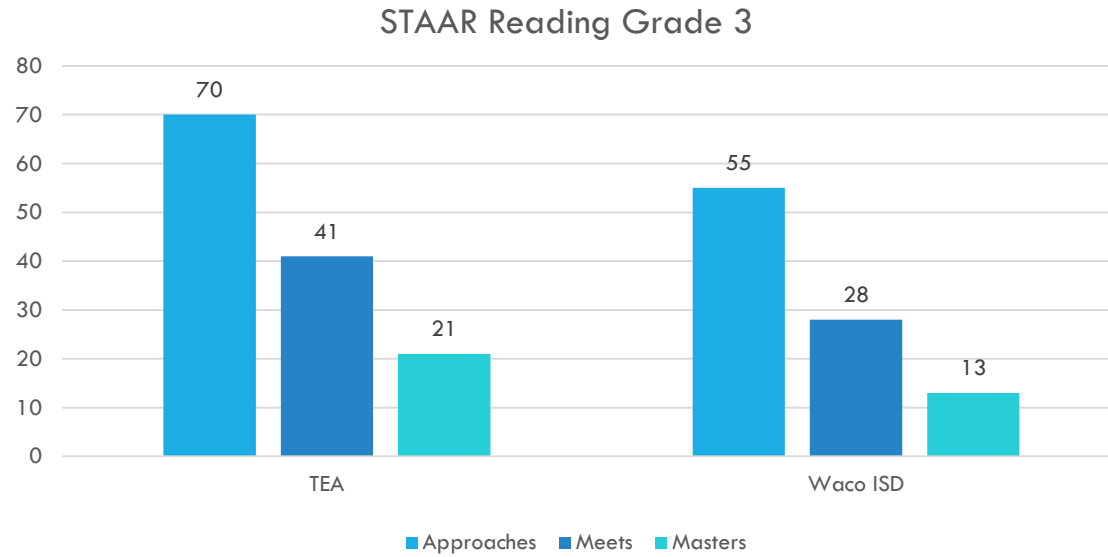


STAAR ASSESSMENT RESULTS 2021-2022 (ALL GRADES)

146

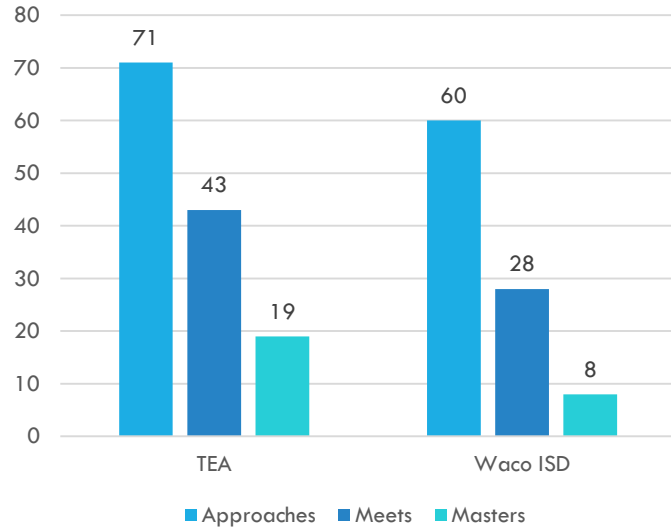


STAAR READING GRADE 3 LEP AND MONITORED STUDENTS

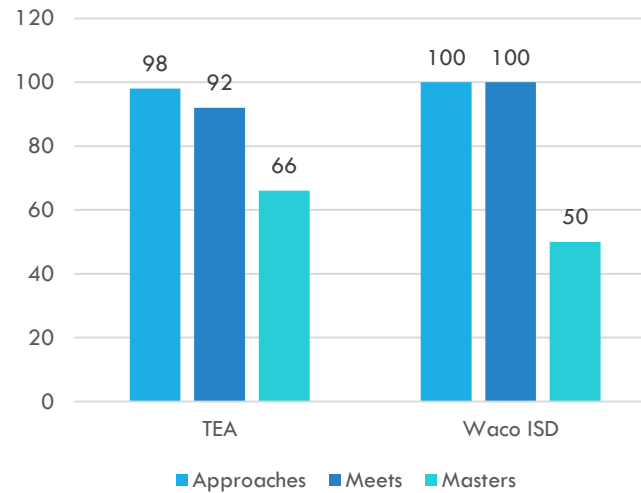


STAAR READING GRADE 4 LEP AND MONITORED STUDENTS

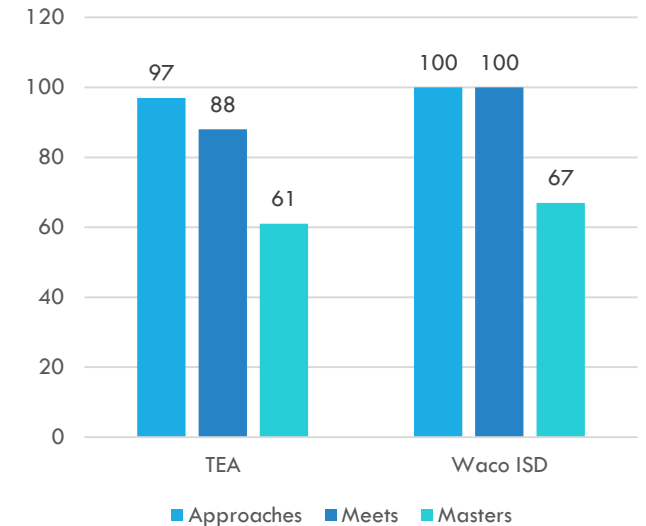
STAAR Reading Grade 4



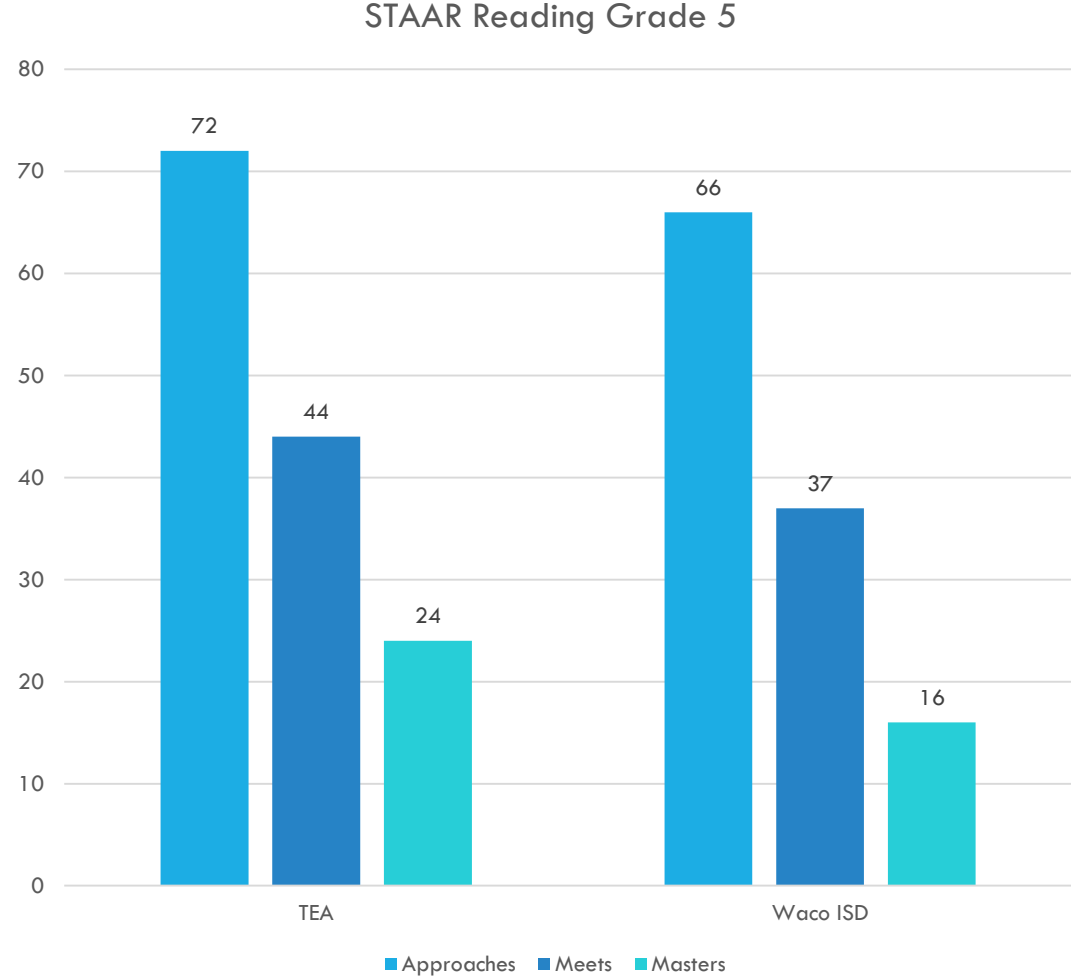
STAAR Reading Grade 4 (Monitored Year 1)



STAAR Reading Grade 4 (Monitored Year 2)

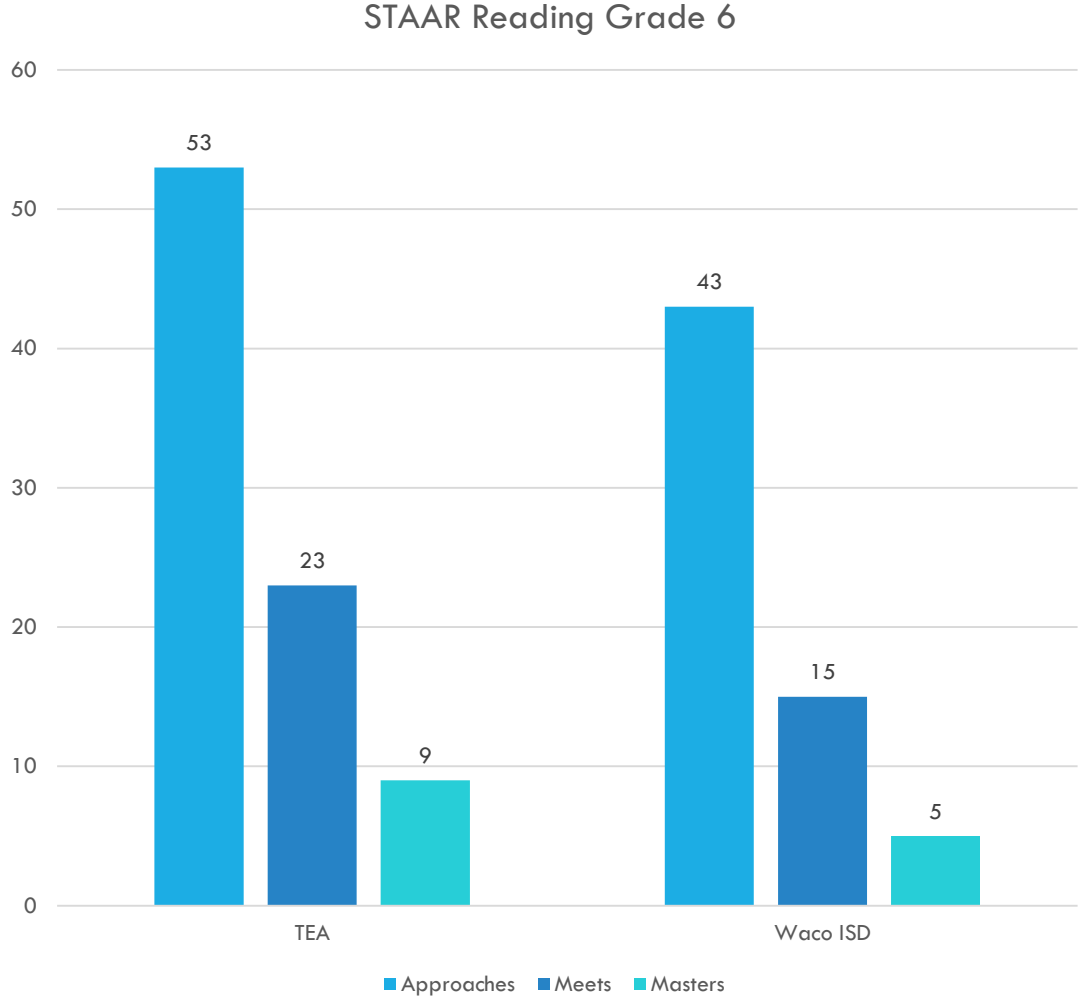


STAAR READING GRADE 5 LEP AND MONITORED STUDENTS



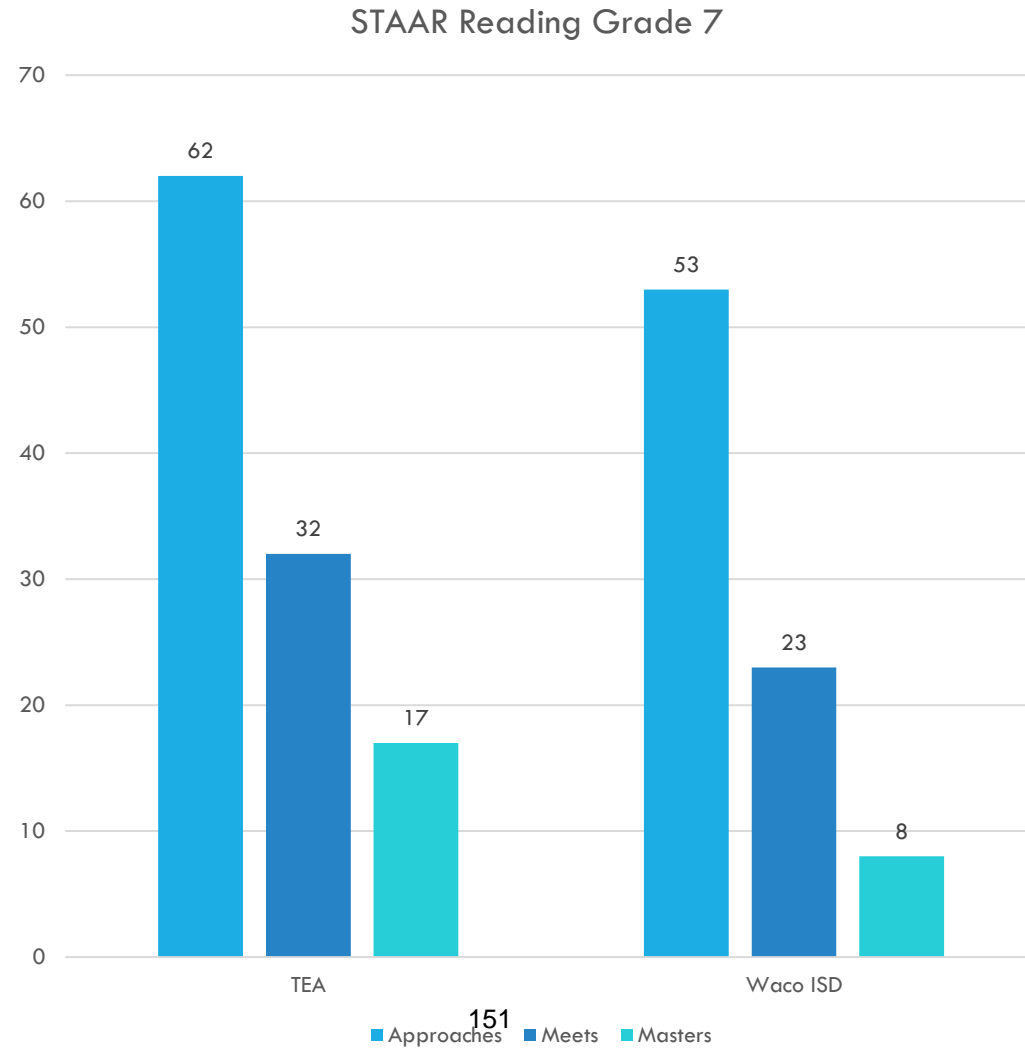
149

STAAR READING GRADE 6 LEP AND MONITORED STUDENTS

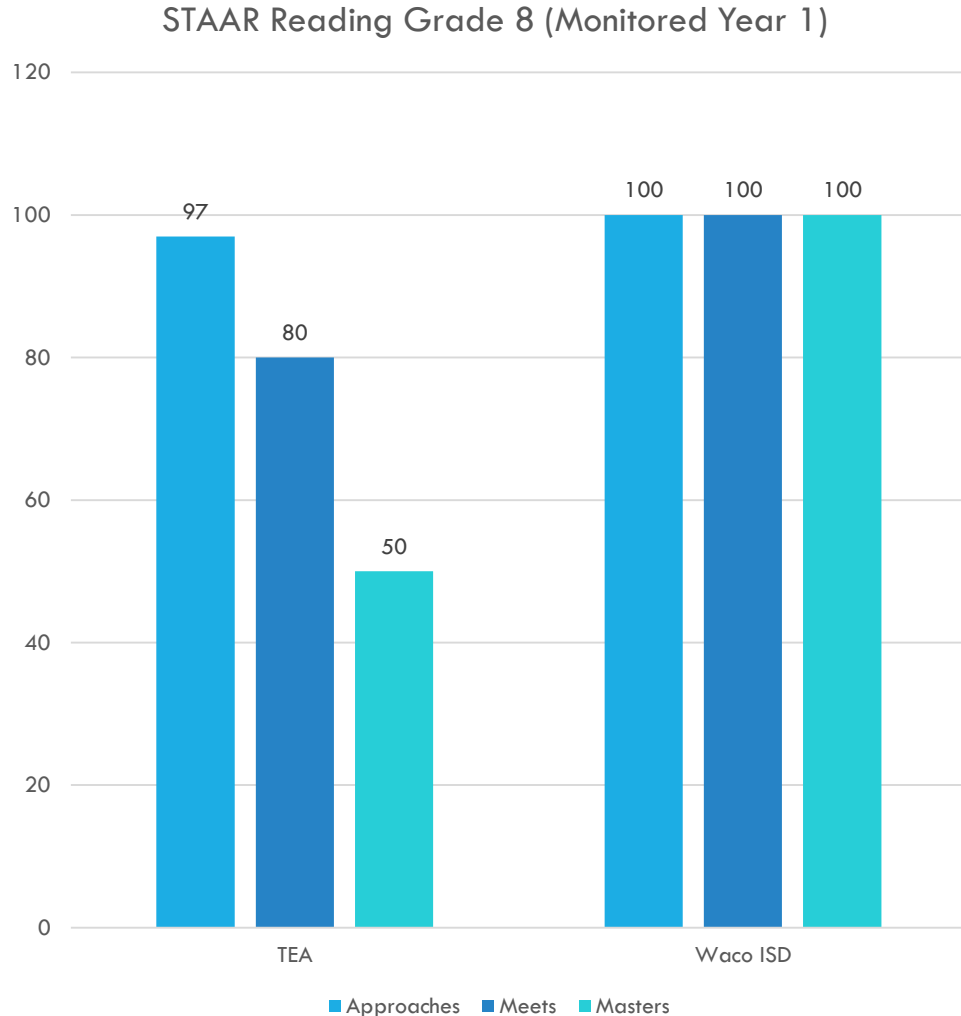
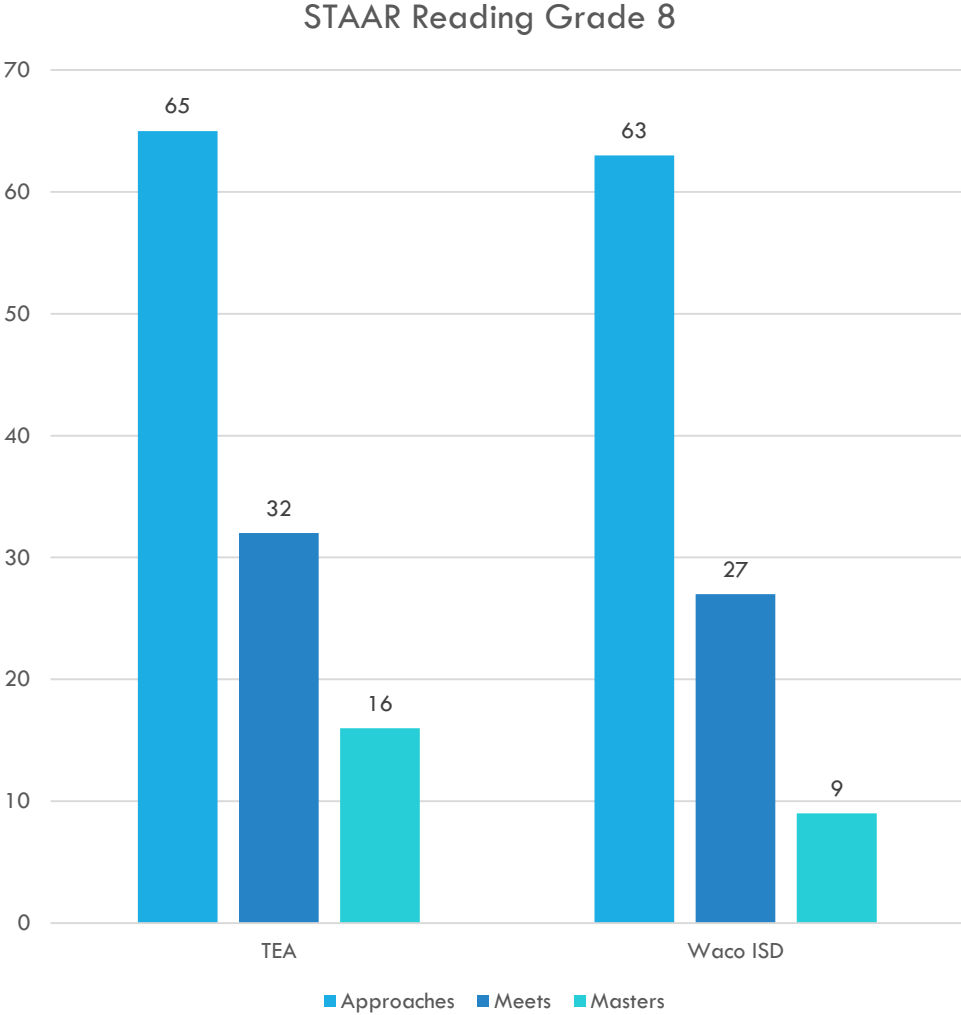


150

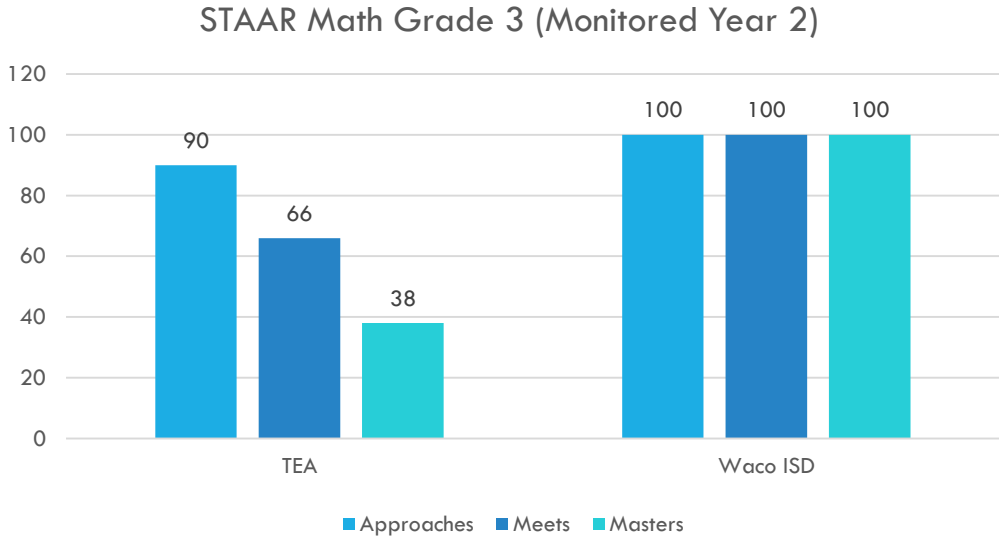
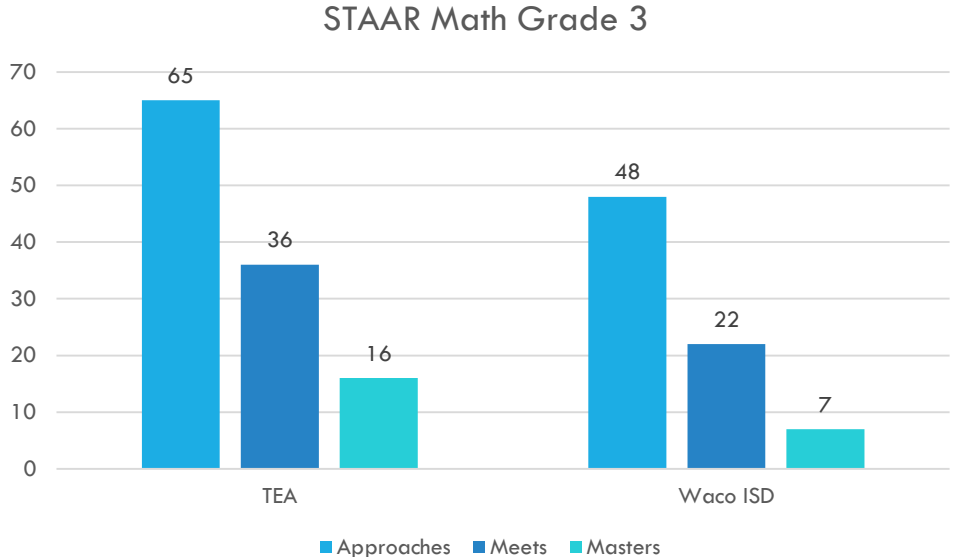
STAAR READING GRADE 7 LEP AND MONITORED STUDENTS



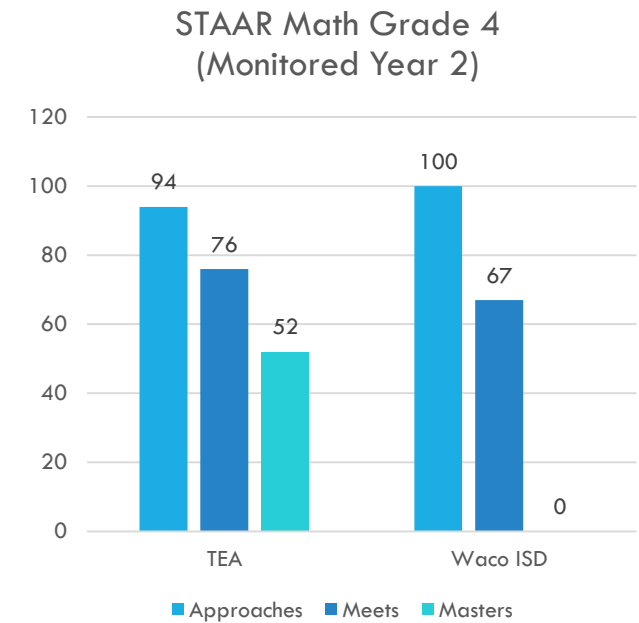
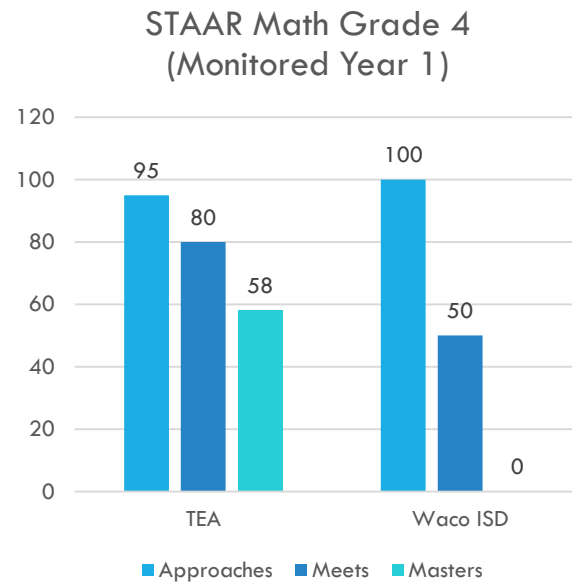
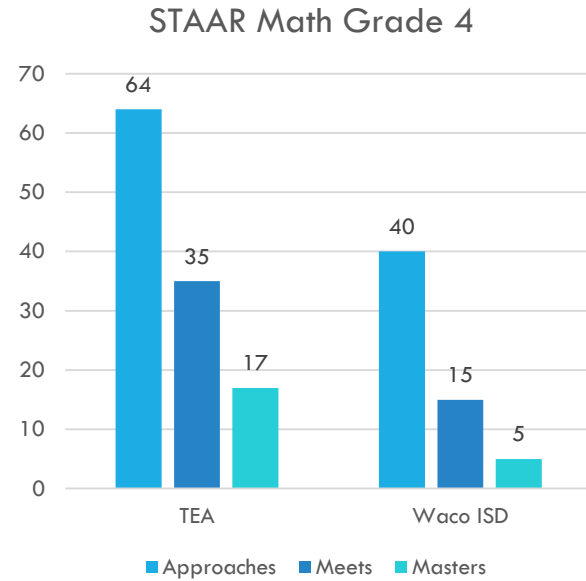
STAAR READING GRADE 8 LEP AND MONITORED STUDENTS



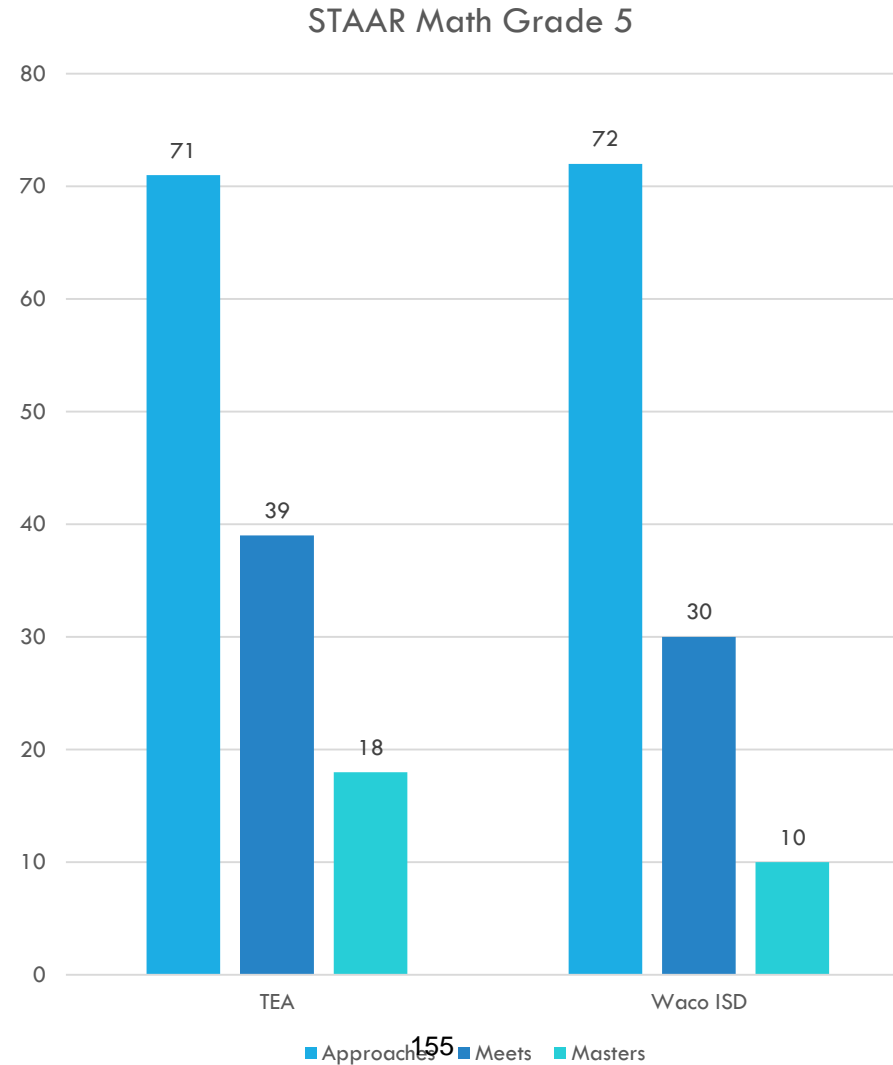
STAAR MATH GRADE 3 LEP AND MONITORED STUDENTS



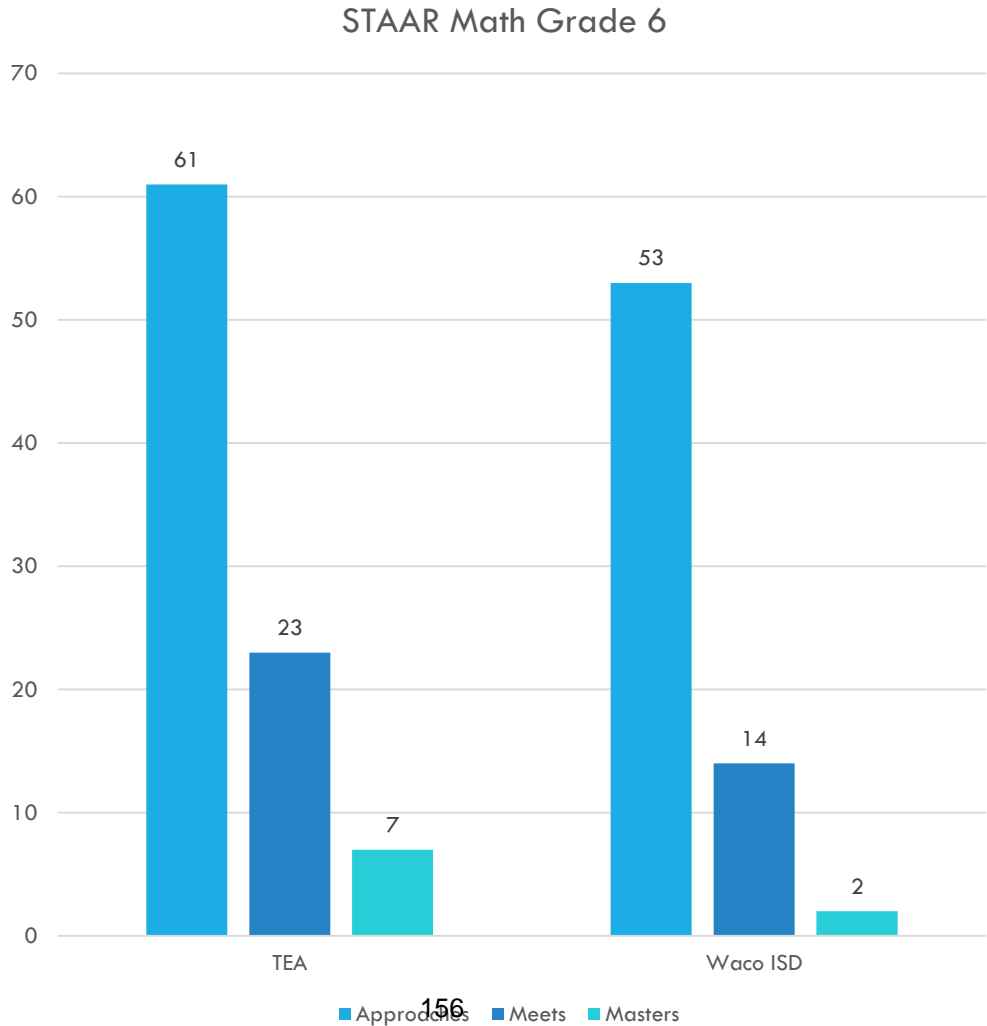
STAAR MATH GRADE 4 LEP AND MONITORED STUDENTS



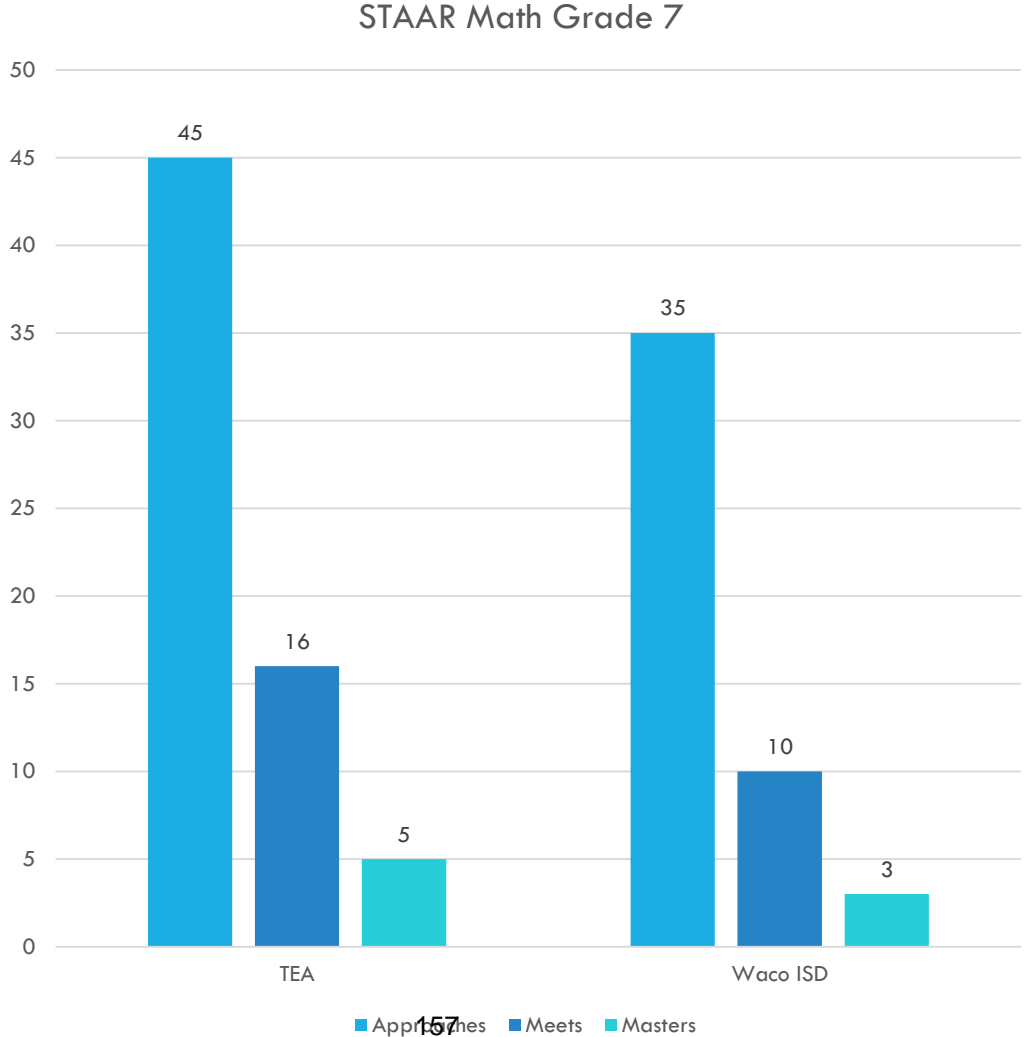
STAAR MATH GRADE 5 LEP AND MONITORED STUDENTS



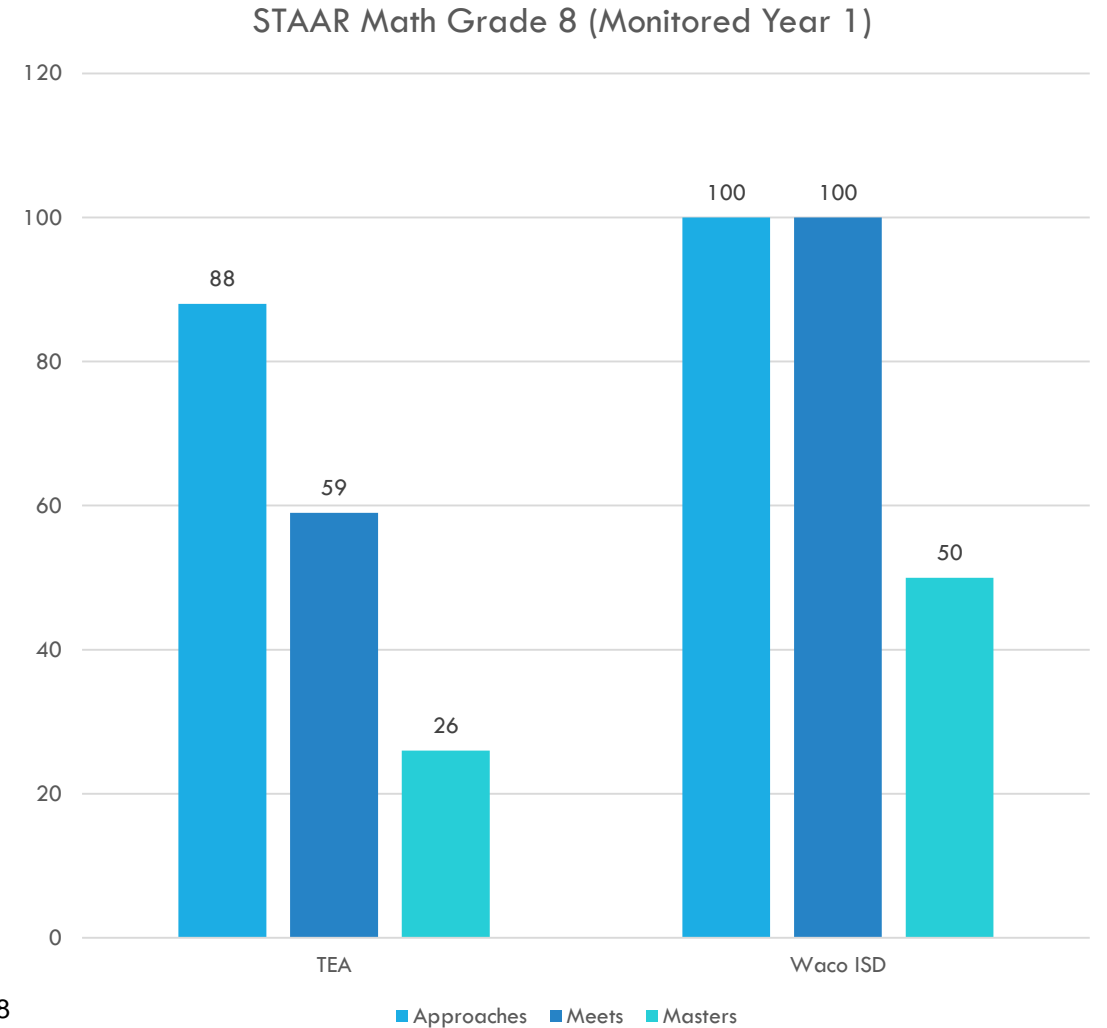
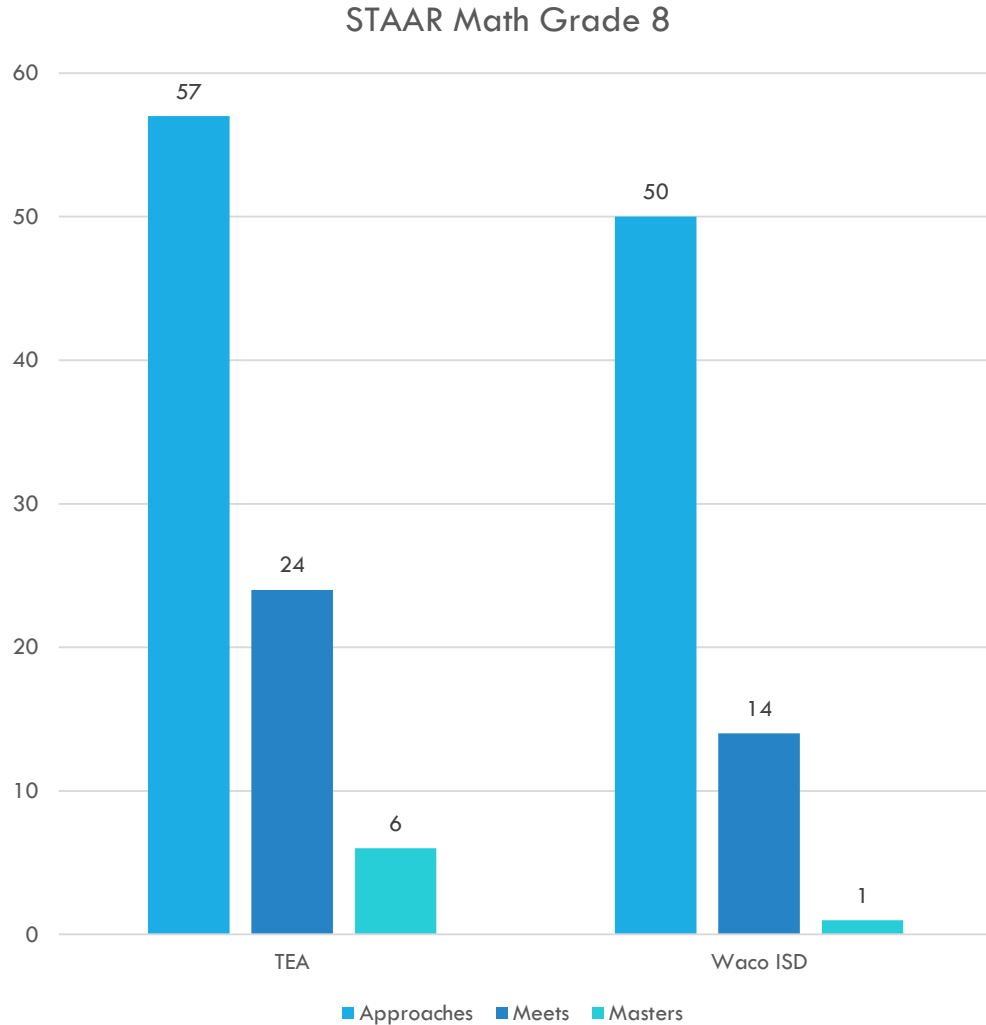
STAAR MATH GRADE 6 LEP AND MONITORED STUDENTS



STAAR MATH GRADE 7 LEP AND MONITORED STUDENTS

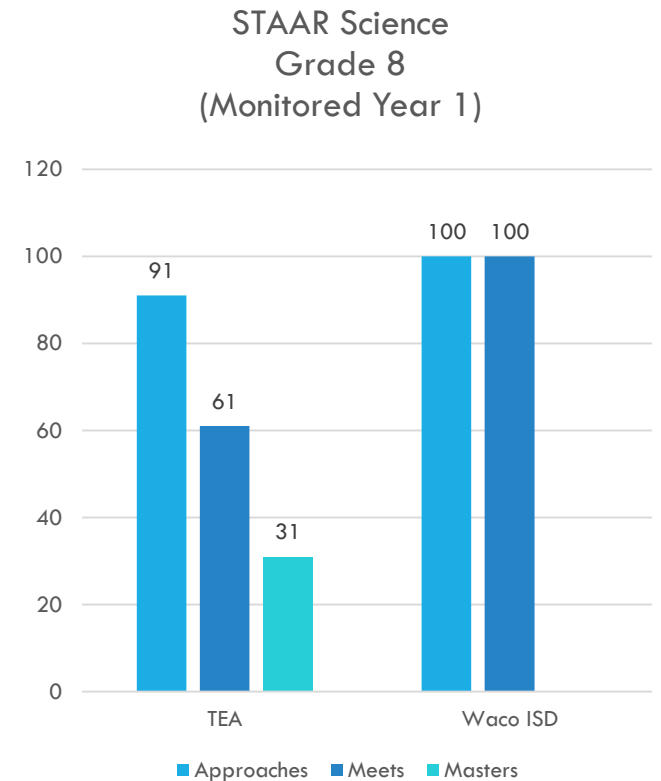
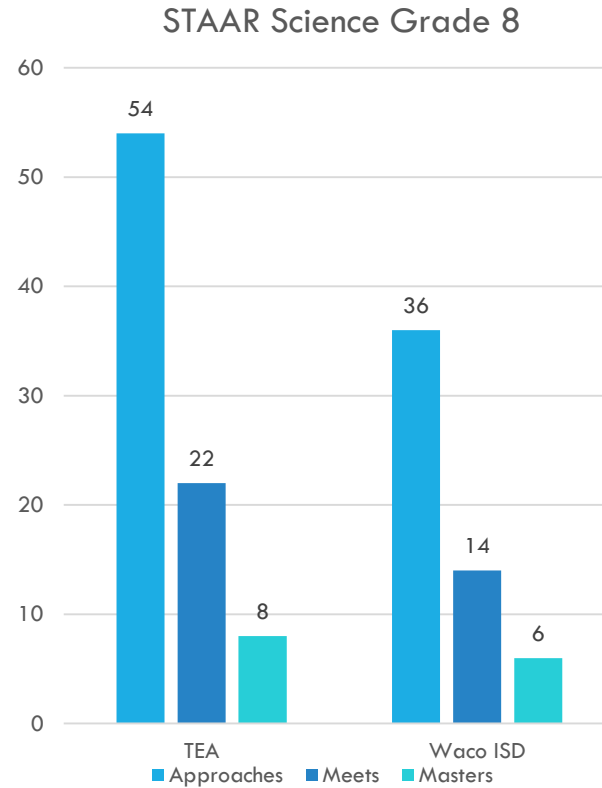
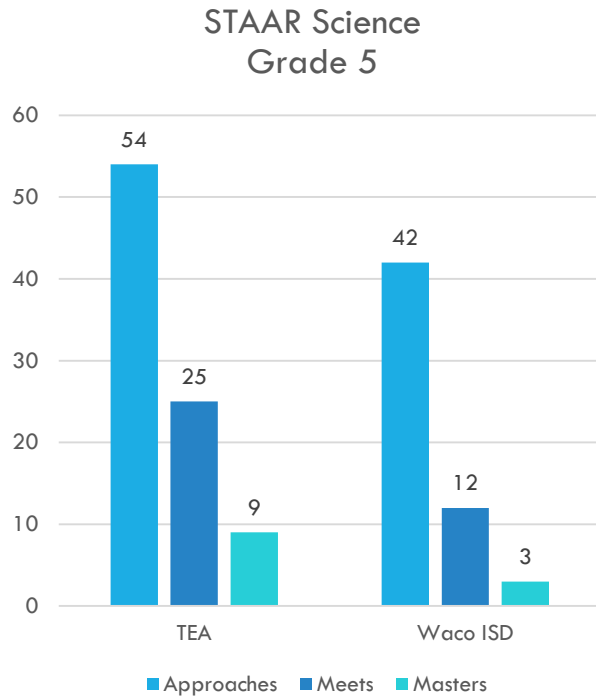


STAAR MATH GRADE 8 LEP AND MONITORED STUDENTS

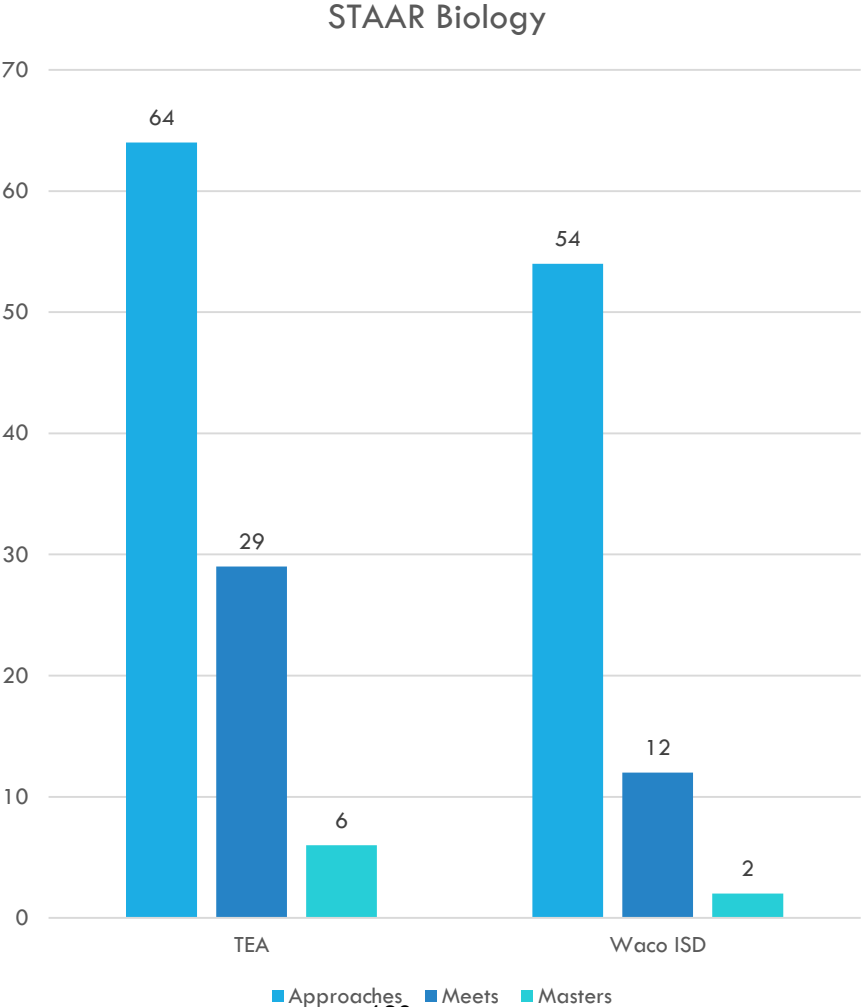


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STAAR SCIENCE GRADES 5 AND 8 LEP AND MONITORED STUDENTS



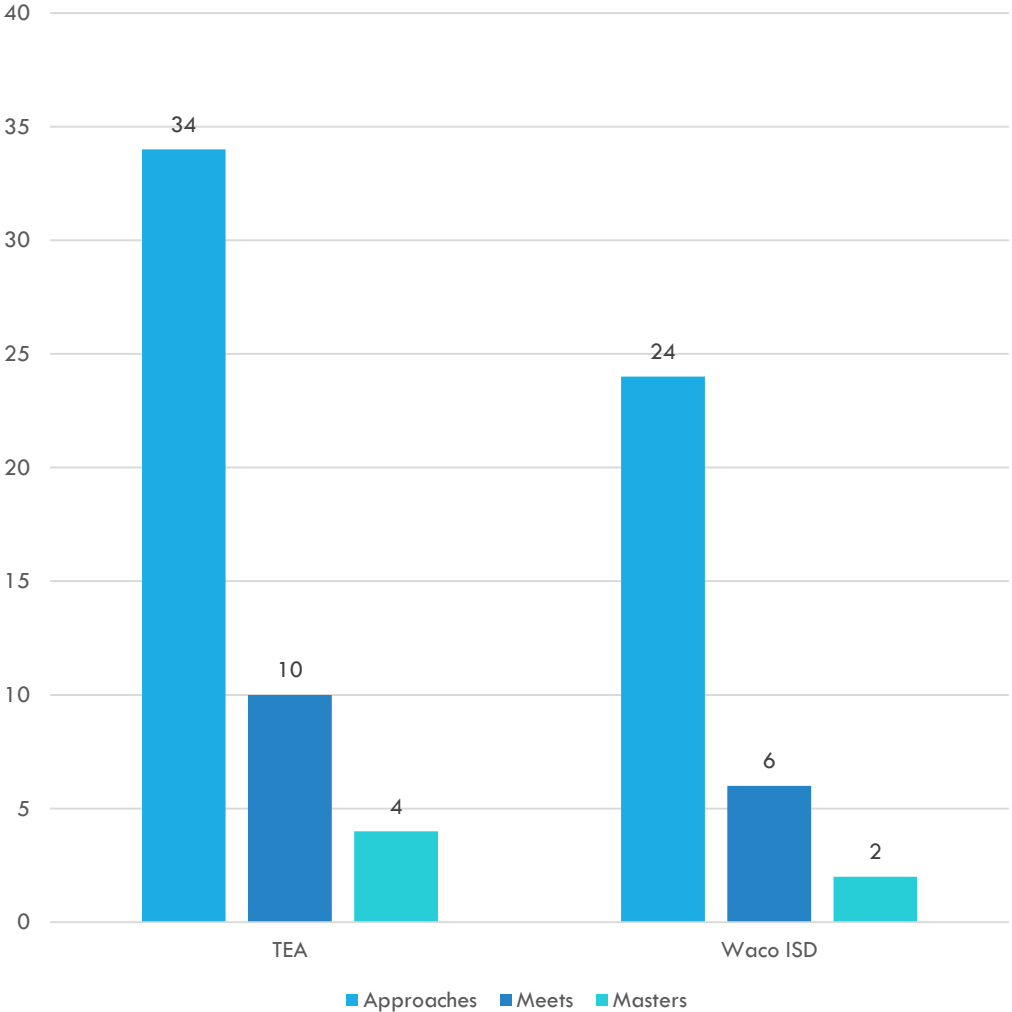
STAAR BIOLOGY LEP AND MONITORED STUDENTS



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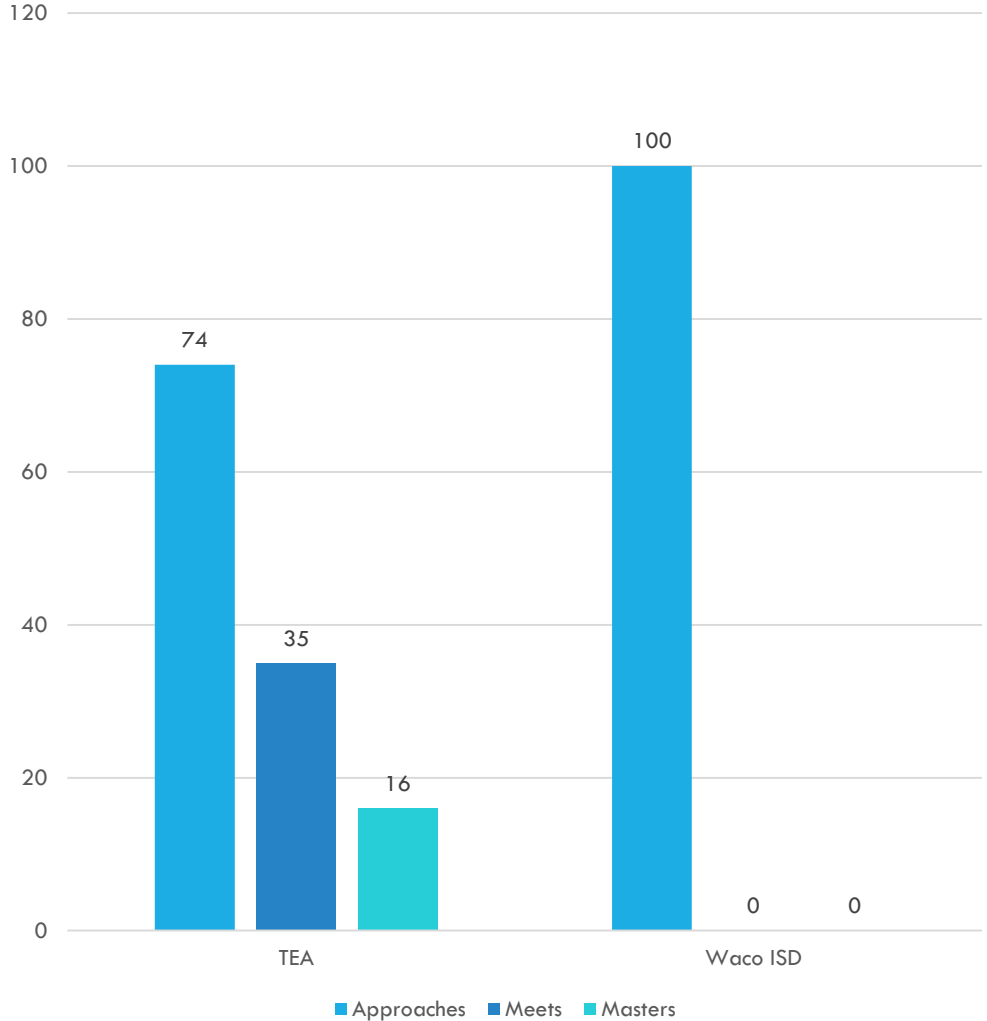
STAAR SOCIAL STUDIES GRADE 8 LEP AND MONITORED STUDENTS

STAAR Social Studies Grade 8

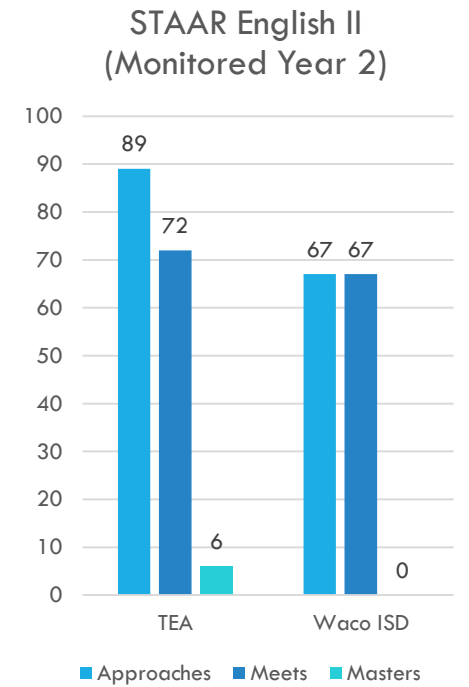
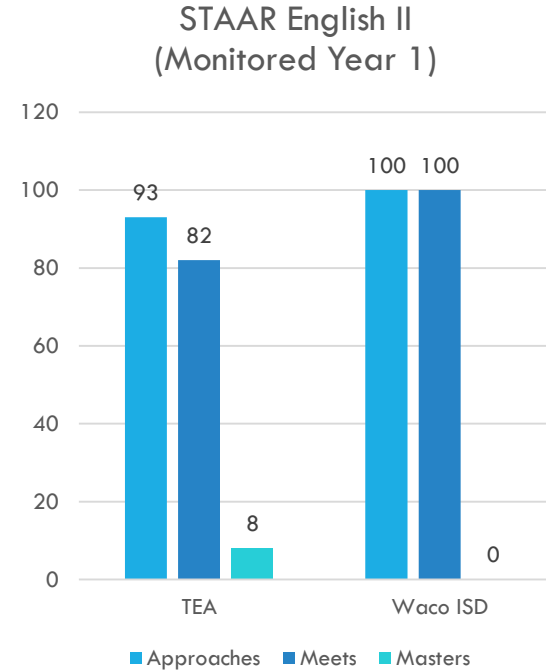
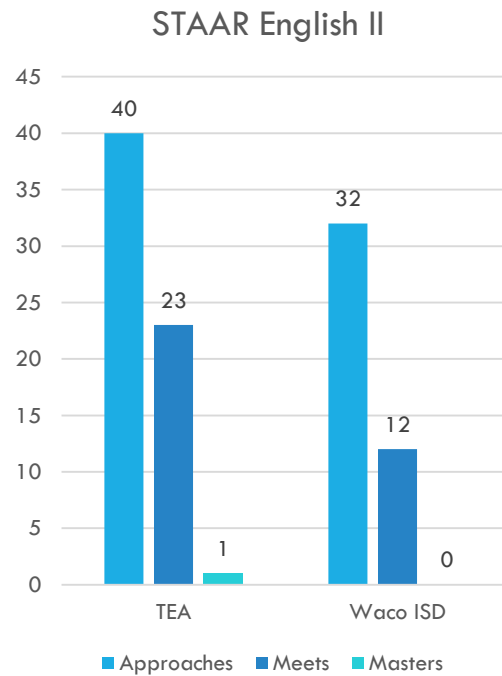
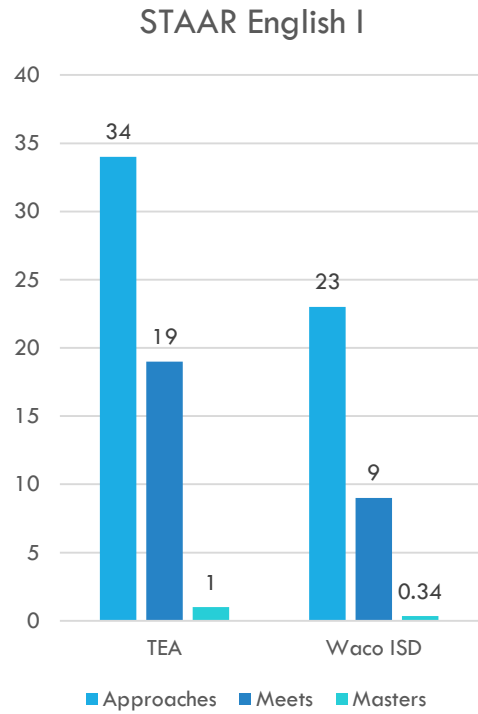


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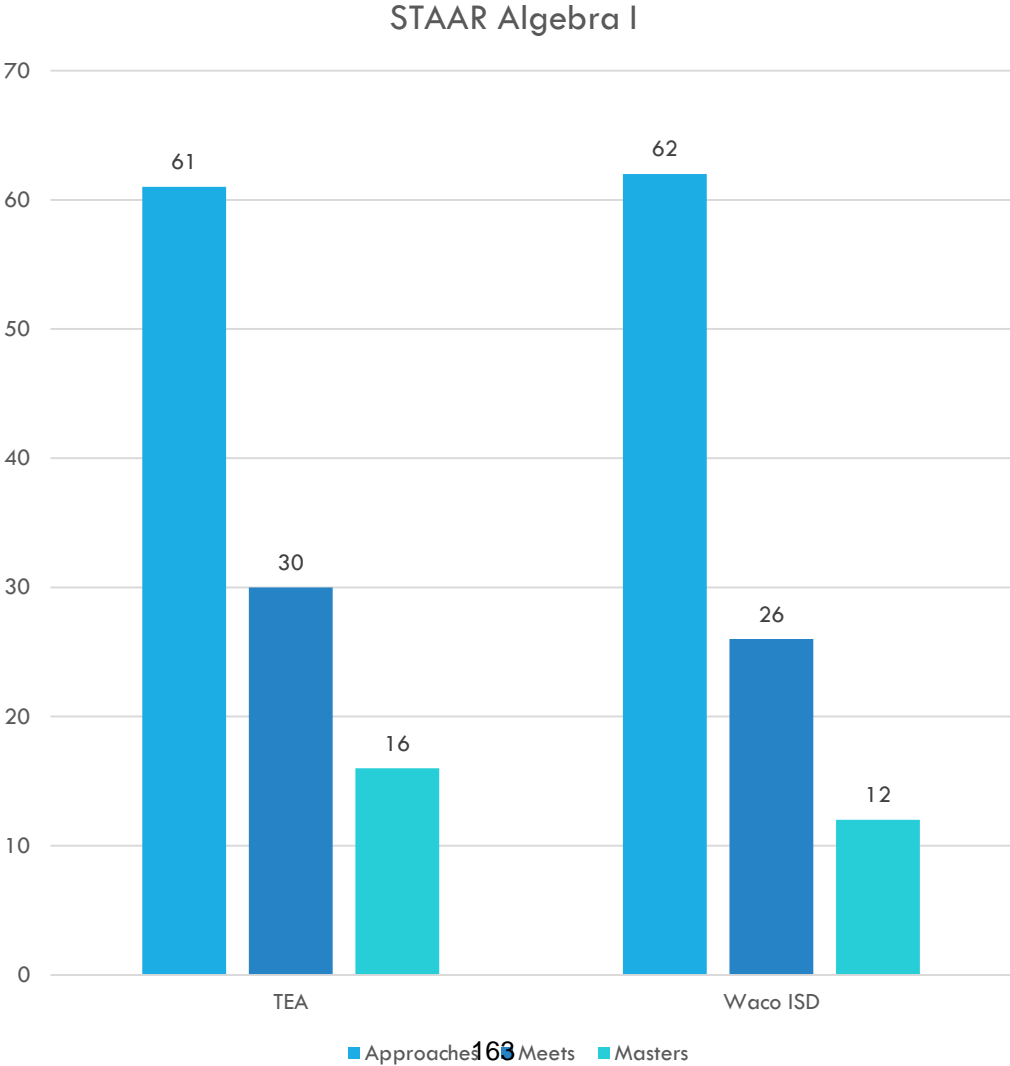
STAAR Social Studies Grade 8 (Monitored Year 1)



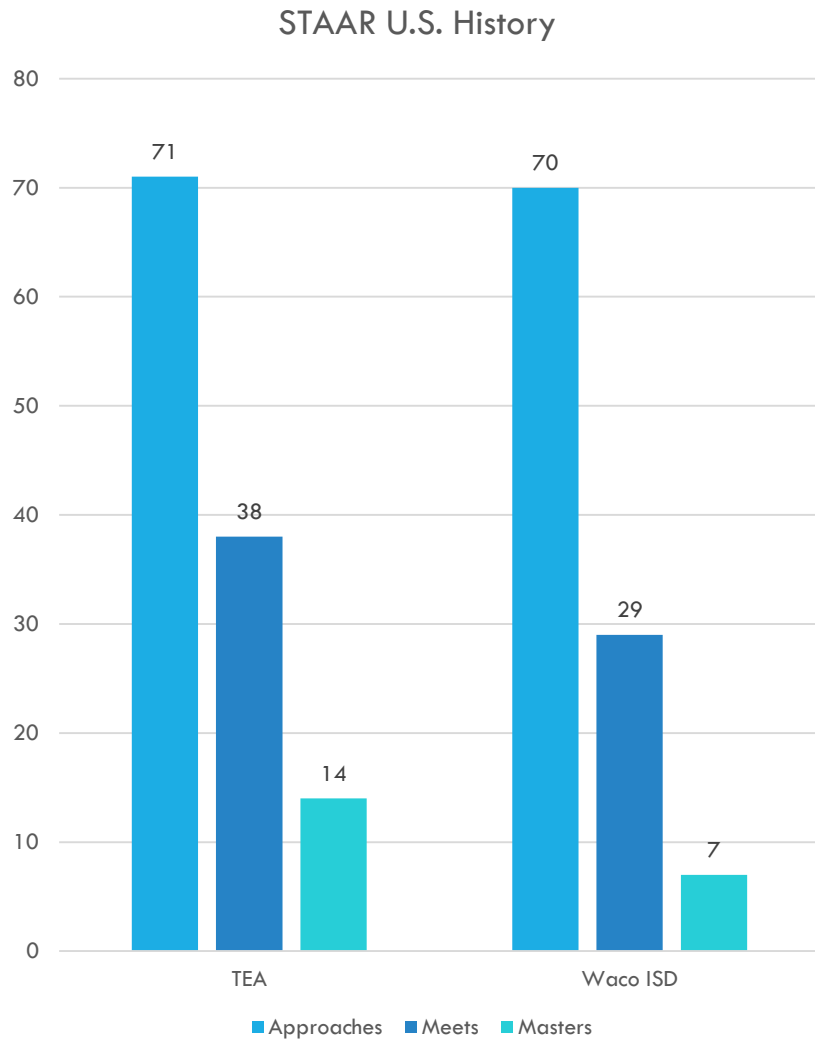
STAAR ENGLISH I AND ENGLISH II LEP AND MONITORED STUDENTS



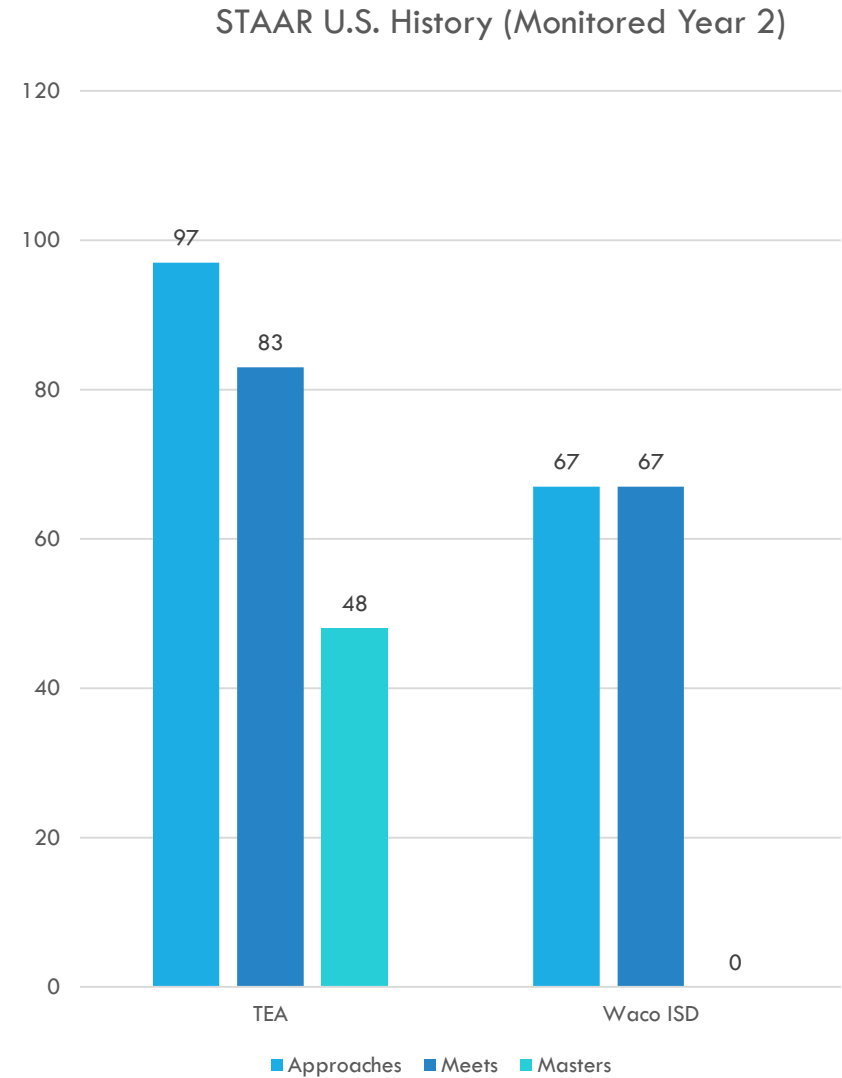
STAAR ALGEBRA I LEP AND MONITORED STUDENTS



STAAR U.S. HISTORY LEP AND MONITORED STUDENTS



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DROPOUT RATE UPDATE

An essential goal of the English Learners Department is to reduce the drop-out rate of Emergent Bilingual students. As a department we have put into place systems to specifically address our most at-risk secondary Emergent Bilingual students. We rejoice when we see Emergent Bilingual students walk across the stage and obtain their high school diploma despite facing significant barriers each day as they acquire a second language.

- 2017-2018: 8.1%
- 2018-2019: 5.7%
- 2019-2020: 2.5%
- 2020-2021: 3.1%



Source: Texas Academic Performance Report (TAPR) 2019-2020



“Language is a city to the building of which every human being brought a stone.”

Ralph Waldo Emerson

Pictured above: Teachers and students from Dean Highland celebrating Hispanic culture and traditions.

TO OUR WACO ISD FAMILY- MUCHAS GRACIAS!

On behalf of the English Learners Department, we want to thank all of the incredibly dedicated Bilingual and ESL teachers, paraprofessionals, tutors, administrators, counselors, Dr. Kincannon, and the Board of Trustees for believing in the true potential of all children and creating learning environments that foster high levels of academic and linguistic growth.

We want to provide special recognition and gratitude to Dr. Kincannon for her incredible support of our Emergent Bilingual programs, teachers, and students. The scaling of our Dual Language Immersion programs would not be possible without all of your support. Thank you for believing in our students!

We feel your love each day, Dr. Kincannon!

Grace Benson, Ed.S.



Me X 2

I read times two.
I write times two.
I think, I dream,
I cry times two.

I laugh times two.
I'm right times two.
I sing, I ask,
I try times two.

I do twice as much
As most people do.
'Cause most people speak one,
But I speak two!

Yo x 2

Leo por dos.
Escribo por dos.
Pienso y sueño
Y lloro por dos.

Yo rio por dos.
Grito por dos.
Canto, pregunto
Intento por dos.

Hago mucho mas
Que hacen todos ellos,
Porque yo hablo dos;
Lo doble que aquellos.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 19, 2022

Contact Person: Stephanie Hines

RE: Report on Gifts to Waco ISD

=====

Background Information (Gifts >\$50,000 for Board Approval):

No gifts valued over \$50,000 were reported for the **October 2022** report.

Fiscal Implications (All Gifts):

A total increase of **\$48,135.98** in cash, items, and services donated to Waco ISD was recorded for the **October 2022** report.

Administrative Recommendation(s):

Report only.

Date	Name	Cash	Item	Service	Total	Description	Campus
7/25/2022	Bird Kultgen Ford	\$ 500.00			\$ 500.00	Partnership to assist homeless WISD students/families in need of food, gas and clothing	Homeless Outreach Department
7/28/2022	CTE-WISD		\$ 250.00		\$ 250.00	25 - \$10 Gift cards to Sonic, Dunkin Donuts	CTE - WISD
8/2/2022	CTE-WISD		\$ 125.00		\$ 125.00	5 - \$25 Gift cards to Georges	CTE - WISD
8/4/2022	Shearer Supply		\$ 108.00		\$ 108.00	9 Backpacks at \$12 each	Admin/Comms
8/9/2022	CTE-WISD		\$ 300.00		\$ 300.00	250 pens/250 Sanitizer pens	CTE - WISD
8/9/2022	CTE-WISD		\$ 60.00		\$ 60.00	6 Cheeseburger Baskets	CTE - WISD
8/9/2022	CTE-WISD		\$ 120.00		\$ 120.00	Side table for Director's Office	CTE - WISD
8/15/2022	Abbvie		\$ 5,250.00		\$ 5,250.00	150 Teacher Supply Kits	Communications
8/15/2022	Magnolia		\$ 6,300.00		\$ 6,300.00	Biscuits and Strawberry butter and Chocolate Chip Cookies for Back to school Huddles	Communications
8/15/2022	Restoration Haven		\$ 550.00		\$ 550.00	Purchased T-shirts	Carver/ISMS
8/15/2022	Owens Illinois Plant Glass		\$ 1,500.00		\$ 1,500.00	Snacks	Carver/ISMS
8/15/2022	First Woodway		\$ 500.00		\$ 500.00	Purchased T-shirts for all grades	Carver/ISMS
8/15/2022	Mosaic Waco		\$ 473.00		\$ 473.00	Purchased Shirts for All grades	Carver/ISMS
8/16/2022	Total Office Solutions		\$ 6,660.21		\$ 6,660.21	Furniture for the PTECH Academy	CTE - WISD
8/19/2022	Mighty Wind Worship Center		\$ 11,250.00		\$ 11,250.00	225 - \$50 gift cards to purchase shoes for students	Communications
8/24/2022	Ascension Providence Sports Medicine	\$ 10,250.00			\$ 10,250.00	Athletics Sponsorship	EF/Athletics
9/13/2022	H-E-B		\$ 250.00		\$ 250.00	Snacks for Teacher's Lounge	Bell's Hill
9/13/2022	Walmart Return Center #9153		\$ 150.00		\$ 150.00	School Supplies	Bell's Hill
9/13/2022	First Baptist Church Waco		\$ 400.00		\$ 400.00	Coats	Bell's Hill
9/15/2022	Rho Eta Chapter Delta Sigma Theta Sorority		\$ 275.00		\$ 275.00	Walmart Gift Cards	Carver/ISMS
9/15/2022	Rho Eta Chapter Delta Sigma Theta Sorority		\$ 260.00		\$ 260.00	8 \$25 gift cards and 6 bags of Halloween Candy	Carver/ISMS
9/16/2022	Waco High School Band Boosters	\$ 840.78			\$ 840.78	For Fiesta Texas bus in June 2022	Waco High
9/16/2022	La Fiesta Restaurant		\$ 98.99		\$ 98.99	Chips and Dip	Mountainview
9/16/2022	H-E-B		\$ 100.00		\$ 100.00	Gift Card for Balloons for meet the teacher night	Mountainview
9/16/2022	Poppa Rollos		\$ 225.00		\$ 225.00	Pizza for teacher event	Mountainview
9/16/2022	Slims Chicken		\$ 340.00		\$ 340.00	Catered food - Planning Day	Mountainview
9/19/2022	H-E-B		\$ 200.00		\$ 200.00	Cookies for the Library	Bell's Hill
9/21/2022	St. Mark Lutheran Church		\$ 200.00		\$ 200.00	School Supplies for students	Bell's Hill
9/21/2022	Milk Bottle Cookies		\$ 600.00		\$ 600.00	Variety of cookies for staff	Bell's Hill
	Totals	\$ 11,590.78	\$ 36,545.20		\$ 48,135.98		

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Sheryl Davis

RE: Amendments to the 2022-2023 Budget

=====

Background Information:

The Texas Education Agency has established additional requirements for school district budget preparation. As part of these requirements, a school district must amend the official budget before exceeding a functional expenditure category, i.e., instruction, administration, etc., in the total district budget. Attached are copies of the proposed amendments to the Official Budget identifying details of the requests. The following summarizes the effect of these amendments by functional category.

Summary:

Amendment #010: Advanced Academics (Fund 199)

This amendment will realign funds from instructional leadership for travel to curriculum and instructional staff development for travel. These adjustments are required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

			<u>TEA Revenue/Function Description</u>
Source of Funds:	\$	10,000	Curriculum & Instructional Staff Development, Instructional Leadership
Use of Funds:	\$	10,000	Curriculum & Instructional Staff Development
Fund Balance Effect		None	

A copy of the amendment is attached for your review detailing line items to be adjusted.

Fiscal Implications:

The budget amendment has no impact on fund balance.

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the budget amendment, as presented.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: C. Eppel

RE: Bid Award for Educational Consulting, Professional Development, and Other Student-Based Contracted Services

=====

Background Information:

Request for Proposal, RFP # 21-1182, Educational Consulting, Professional Development, and Other Student-Based Contracted Services have been received for the purpose of creating a list of vendors which can service the District. We received ten (10) responses during the past month. The recommended vendors will be added to our previously approved list of one hundred and seventy-six (176) responses.

Examples of the types of services covered under this RFP are:

- Academic Educational Consultant
- Professional / Staff Development Training
- Motivational or Professional Speaker
- Program Review/Recommendation Services
- Data/Statistical Analysis
- Curriculum Design
- Evaluator Services
- Judging Services
- Technology Analysis / Consultant
- Operations Analysis / Consultant
- Grant Evaluation Services
- Presentations / Programs for staff and students (e.g. authors)
- Marching Band / Drill / Cheer Design and Choreography (includes camps)
- Theatre Coaching Services
- Instructors for outside of the school day classes (art, photography, gardening, tennis, Zumba, etc.)
- Speaker(s) for Assembly Programs
- Other services deemed appropriate for this request

In an effort to create inclusivity with our consulting, professional development, and student-based contracted services vendors and in light of changes made in 2019 by the Texas Education Agency's, Financial Accountability Systems Resource Guide (FASRG) Module 5 – Purchasing, the Business Services Department has elected to utilize the Extended Period for Multiple Award Contracts as shown in the FASRG excerpt shows.

3.16.6 Limited Response Period versus Extended Period for Multiple Award Contracts

Normal procurement practices will allow solicitation responses to be submitted to the district within a limited, specific time period, usually two to three weeks. The district may want to review past policies to determine if a limited response time is in the best interest of the district and the needs of its end users.

Consideration may need to be given to have an extended opening for receiving responses.

- **Limited Response Period.** This choice is considered a normal, formal RFP. Examples include newspaper advertisements and awards made and limited to only the responders that submitted and awarded for the solicitation.

- Extended Response Period. This choice is more informal than a limited response period. The major difference is the date the responses are due. This method allows for responses to be accepted throughout an extended period such as the date of the contract award expiration and awards made periodically. Periodic board approval may also be required. For newspaper advertisements, our District will continue to publicize periodic republication through our website and continue to enlist the assistance of the three (3) Chamber of Commerce's, as received on this first solicitation. The advertisement will address concerns about transparency by announcing the solicitation to new readers even though the statutory requirements were met by the initial publication.

The intent for awarding additional vendors to this bid will be done on an as needed basis. Vendors submitting a response by the end of each month will be submitted for consideration at the next board meeting.

Fiscal Implications:

The cost of these items will be charged to the appropriate campus/department budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the additional ten (10) vendors for the Educational Consulting, Professional Development, and Other Student-Based Contracted Services bid, as presented.

Blazing Trails Learning Center

Company Name: Blazing Trails Learning LLC
Street Address: 3870 Nara Dr.
City, State, Zip: Florissant, MO 63033
Contact Name: Deonnah Ash
Contact Phone Number: 314 458-1667
Contact Email Address: blazingtrailsk12@gmail.com
Category of Service Provided: Academic Educational Consultant
Target Audience: Teachers
Description of Services: Provide professional development to support new and veteran teachers in the areas of classroom management, IEP Supports and facilitation, student engagement and positive relationships. Offers job embedded coaching, 1:1 support, workshops, professional development pds, mentoring supports, and tutoring.
Pricing: Educational Consulting: Package 1 at \$24,587, Package 2 at \$19,587, Package 3 at \$15,587. Virtual Pricing: Option 1 at \$19,000, Option 2 at \$14,000, Option 3 at \$10,000. Tutoring Packages \$50/student

Controlled F.O.R.C.E., Inc.

Company Name: Controlled F.O.R.C.E., Inc.
Street Address: 3133 General Hudnell, Suite 116
City, State, Zip: San Antonio, TX 78226
Contact Name: Charles Loner
Contact Phone Number: 210-530-1100
Contact Email Address: c.loner@controlledforce.com
Category of Service Provided: Other applicable service
Target Audience: All district staff
Description of Services: Addresses the current climate of Active Attacker incidents and steps that can be taken to prevent and mitigate incidents leading up to an attack. Identify & Act on Potential Threats (Workplace Violence/Active Threats). Indicators of Workplace violence and/or Active Threats/Workplace Violence/Bystander intervention methods/Reporting strategies. Reaction Strategies (Work Center Awareness)/Entrances/Exits/Safe Areas/Potential Defensive Tools. When It Occurs: Reaction Strategies/Clear/Conceal/Counter. Skills for de-escalation, situational awareness, and control techniques.
Pricing: ATSARS-\$250.00 each. De-Escalation-Communication Skills- \$175.00. Situational Awareness-Observation Skills- \$100.00. Subject Control (MACH) - Subject Control Techniques- \$675.00. CRATE Course Security/Law Enforcement Active Shooter Response- \$870.00. Tactical Medicine Security/Law Enforcement Medical Training-\$150.00. CPR/BLS/AED-Faculty/Staff/Civilian Medical Certification-\$100.00. District wide: Security Services Unarmed/Armed Security-\$20.00 to \$35.00 per hour. Security Call-out Emergency Security Services-\$75.00 to \$150.00 per hour. Security Survey-Building and Facility Safety Survey-TBD on Facility Size (SQ FT). Security Assessment-Building and Facility Physical Security Assessment-TBD on Facility Size (SQ FT)

Dr. D Ivan Young (Reality -N-3D Publishing, LLC)

Company Name: Reality N 3D Publishing, LLC d.b.a. Dr. D Ivan Young
Street Address: 5225 Katy Fwy Ste 410, Suite 410
City, State, Zip: Houston, TX 77007
Contact Name: Dr. D Ivan Young
Contact Phone Number: 832-499-5464
Contact Email Address: dr.divanyoung@gmail.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: Administrative Staff and Principals
Description of Services: Provides Emotional Intelligence and Conflict Management Training, Executive and Professional Development Coaching, MBTI / Conflict Mode Testing, and Training.
Pricing: Executive Development Coaching for 12 weeks \$5,000, Professional Development Coaching for 12 week program \$4,000, MBTI \$71.99, TKI \$65.99, Testing/Eqi 2.0 \$135.00, EQi 360 \$150.00 per participant, Assessment Debriefing 125 per participant, Half Day Training 10 participants \$4,500 plus assessments and debriefing (billed separately), 25 participants \$5,500, Lodging and Incidentals 250.00 per day.

ECS Learning Systems

Company Name: Asteria Learning Inc. dba ECS Learning Systems
Street Address: 116 Kestrel Dr.
City, State, Zip: Spring Branch, TX 78070
Contact Name: Shawndell Byers
Contact Phone Number: 800-688-3224
Contact Email Address: rfps@ecslearningsystems.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: 2nd-8th Grade Teachers
Description of Services: Provides professional and staff development. LRP: STAAR MASTER® Learning Recovery Pathway™: address goals related to learning loss recovery and student mastery of Texas Essential Knowledge and Skills (TEKS) areas. STAAR MASTER® Learning Recovery Pathway™ system for staff to analyze the STAAR® data and improve student performance is needed the most. Includes STAAR MASTER ebooks and print materials for all content areas assessed on the STAAR® but also consists of in-person professional development modules for teaching staff.
Pricing: In Person: PD \$3,000 (3-6 hr. /per day) 25 Teachers, \$1,500 (1-3 hr. /per day) 4 Administrators, Coaching \$3,000 (6 hr. /per day) 4 Teachers. Virtual Training: SM eBook Usage & Introduction \$1,500 (1.5 hr. /per session) 25 Teachers, SM System Usage, Implementation & Pacing \$1,500 (1.5 hr. /per session) 25 Teachers. Virtual PD: eBook Instructional Support \$1,000 (1.5 hr. /per session) 25 Teachers. Virtual Email Implementation Support \$5,000 per academic year.

George Snokhous

Company Name: George Snokhous
Street Address: 730 Number Ten Downing St.
City, State, Zip: China Spring, TX 76633
Contact Name: George Snokhous
Contact Phone Number: 254-709-2635
Contact Email Address: gsnokhous@hotmail.com
Category of Service Provided: Other applicable service
Target Audience: Athletic Department
Description of Services: GAME HELP Announcing events such as Football games, Powerlifting meets, Track Meets, Baseball games and Softball games
Pricing: Negotiable

Hal J. Harris

Company Name: Hal J Harris
Street Address: 410 Riverview Dr.
City, State, Zip: Woodway, TX 76712
Contact Name: Hal J Harris
Contact Phone Number: 512-535-8791
Contact Email Address: therealhalharris@gmail.com
Category of Service Provided: Other applicable service
Target Audience: Athletic Department
Description of Services: Provide play by play and color commentary of Waco High and University High football programs.
Pricing: Negotiable

Lark Smith

Company Name: Lark Smith
Street Address: 740 Ivy Ann Dr.
City, State, Zip: Woodway, TX 76712
Contact Name: Lark Smith
Contact Phone Number: 254-744-5333
Contact Email Address: larksmith72@hotmail.com
Category of Service Provided: Other applicable service
Target Audience: Athletic Department
Description of Services: Play-by-play announcing for sporting events
Pricing: \$150.00 per game

SMU Institute for Leadership Impact (Southern Methodist University)

Company Name: SMU Institute for Leadership Impact
Street Address: 3101 University Blvd, Suite 135
City, State, Zip: Dallas, TX 75205
Contact Name: Dr. Eric G. Bing
Contact Phone Number: 214-768-4539
Contact Email Address: ebing@smu.edu
Category of Service Provided: Professional/Staff Development Training
Target Audience: Administration
Description of Services: Active Listening training enhanced with real-time augmented reality avatar engagement and feedback.
Pricing: Daily rate, plus preparation, plus travel for consultants. Not to exceed \$4,000

Tyler Harris

Company Name: Tyler Harris
Street Address: 1201 Radisson Dr.
City, State, Zip: Hewitt, TX 76643
Contact Name: Tyler Harris
Contact Phone Number: 512-694-4336
Contact Email Address: t.harris@outlook.com
Category of Service Provided: Other applicable service
Target Audience: Athletic Department
Description of Services: Play by Play, Color Commentary, and Stats Compilation for Waco High and University High Football games -- usually also recorded for video.
Pricing: \$150 per game

Victoria Davis

Company Name: Victoria Davis
Street Address: 709 S 6th Street Apt. 211
City, State, Zip: Waco, TX 76706
Contact Name: Victoria Davis
Contact Phone Number: 951-219-2527
Contact Email Address: victoria_davis4@baylor.edu
Category of Service Provided: Academic Educational Consultant
Target Audience: Homeless Youth
Description of Services: Case Management and Tutoring.
Pricing: \$26.00 hourly

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: C. Eppel/G. Barrera

RE: Bid Award for Maintenance Supplies, Equipment, and Services

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Background Information:

Request for Proposal, RFP # 22-1229, Maintenance Supplies, Equipment, and Services have been received for the purpose of creating a list of vendors which can provide supplies, equipment, and services for the Facilities and Maintenance and Custodial Departments. We have received eighty-five (85) responses for this initial bid.

The new vendors are attached for your consideration.

In an effort to allow for maximum participation with our Maintenance and Custodial vendors and in light of changes made in 2019 by the Texas Education Agency's, Financial Accountability Systems Resource Guide (FASRG) Module 5 Purchasing, the Business Services Department has elected to utilize the Extended Period for Multiple Award Contracts as shown in the FASRG excerpt shows.

3.16.6 Limited Response Period versus Extended Period for Multiple Award Contracts

Normal procurement practices will allow solicitation responses to be submitted to the district within a limited, specific time period, usually two to three weeks. The district may want to review past policies to determine if a limited response time is in the best interest of the district and the needs of its end users.

Consideration may need to be given to have an extended opening for receiving responses.

- Limited Response Period. This choice is considered a normal, formal RFP. Examples include newspaper advertisements and awards made and limited to only the responders that submitted and awarded for the solicitation.
- Extended Response Period. This choice is more informal than a limited response period. The major difference is the date the responses are due. This method allows for responses to be accepted throughout an extended period such as the date of the contract award expiration and awards made periodically. Periodic board approval may also be required. For newspaper advertisements, our District will continue to publicize periodic republication through our website and continue to enlist the assistance of the three (3) Chamber of Commerce's, as received on this first solicitation. The advertisement will address concerns about transparency by announcing the solicitation to new readers even though the statutory requirements were met by the initial publication.

The intent for awarding additional vendors to this bid will be done on an as needed basis. Vendors submitting a response by the end of each month will be submitted for consideration at the next board meeting.

Fiscal Implications:

The cost of these items will be charged to the appropriate campus/department budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the five (5) new vendors for the Maintenance Supplies, Equipment, and Services bid, as presented.

RFP # 22-2115
Maintenance Supplies, Equipment and Services
Vendor List for September

Responding Supplier	City	State
Brandt (The Brandt Companies, LLC.)	Waco	TX
CF Supply, Inc.	Waco	TX
J.K. Brown	Moody	TX
Richards Equipment Company	Waco	TX
Shiffler Equipment Sales, Inc.	Chardon	OH
Previously Awarded Vendors	City	State
A&H Refrigeration Co. Inc.	Waco	TX
A-1 Banner & Sign Co. Inc.	Waco	TX
A-1 Vacuum Center, Inc.	Conroe	TX
AAA Elevator Inspections	Austin	TX
Access Lift & Service Company, Inc.	Peaster	TX
Acme Architectural Hardware	College Station	TX
Air Flow Filter Service, Ltd	Waco	TX
Allen Glass Company	Hewitt	TX
ARC Abatement 1, Ltd.	Waco	TX
B F Hurley Mat Co, Inc.	LaGrange	GA
B&B Repair Shop	West	TX
Bain Paper Company	Waco	TX
Barnett Contracting, Inc.	Waco	TX
Batteries Plus Waco/Temple/Harker Heights (Glacierbeach)	Waco	TX
Belfor (Belfor USA Group, Inc.)	Waco	TX
Benchmark Signs	Weatherford	TX
Bill's Discount Tire Service (Maria G. Castanon-Vega)	Waco	TX
Bleacher Service Company (Gilbert D. Trevino)	Moody	TX
Brem's Fencing LLC	Valley Mills	TX
Brewer Lock and Safe	Waco	TX
BUGSDOTCOM Termite and Pest	Waco	TX
Bullseye Glass (Bullseye Glass LLC,)	Waco	TX
Centex Carpet & Interiors	Waco	TX
Clarks Small Engine Repair	Lacy Lakeview	TX
Climatec, LLC	Austin	TX
Code-3 Fire & Safety Products	Waco	TX
Communication Concepts	Fort Worth	TX
Competitive Choice Inc.	Houston	TX
Complete Supply, Inc.	Dallas	TX
Core Controls	Dallas	TX
Dealers Electrical Supply	Waco	TX
DenaliCS (Denali Construction Services, LP)	Carrollton	TX
Dent Enterprises LLC	Desoto	TX
Diesel Power Supply Co.	Waco	TX
Encore Fence	Temple	TX
Environmental Concerns, Inc.	Waco	TX
EPIC Solar Control, LLC	McKinney	TX
Fairway Supply	Irving	TX

RFP # 22-2115
Maintenance Supplies, Equipment and Services
Vendor List for September

Previously Awarded Vendors	City	State
Firetrol Protection Systems (Heather Foster)	Austin	TX
Fissco Supply (Frigelar North America dba Fissco Supply)	Dallas	TX
Fitzgerald Lawnscape Ltd.	Woodway	TX
Fort Worth Window Cleaning, Inc.	Haltom City	TX
Fred's Power Wash (Washer Power)	Waco	TX
Gene Ives Acoustic & Tile Co.	Waco	TX
Global Industrial (Global Equipment Co., Inc.)	Buford	GA
H. B. Blake Company	Hewitt	TX
HCS Inc. (MB Home Construction)	Waco	TX
Image Maker 4U, Inc.	Hughes Springs	TX
Independent Hardware Inc.	Philadelphia	PA
Interboro Packaging Corporation	Montgomery	NY
Intercon Environmental, Inc.	Mansfield	TX
intermountain lock & security supply	Salt Lake City	UT
Justin Seed Company	Justin	TX
Landscape Supply (Waco Landscape Supply, LP)	Waco	TX
Lennox Industries (Lennox Industries Inc.)	Richardson	TX
Liftcrete Solutions (Green Foam Solutions, Inc.)	Waco	TX
Lonestar Chiller Systems (Lonestar Chiller Systems LLC)	Crawford	TX
Ludwig Saw and Tool Sharpening	Waco	TX
M.A.N.S Distributors Inc.	Carrollton	TX
Marks Plumbing Parts (John W Gasparini Inc.)	Fort Worth	TX
Morrison Supply Co.	Waco	TX
National Wholesale Supply Co.	Woodway	TX
P&E Mechanical Contractors, LLC	Waco	TX
Patriot Supply Company	Brady	TX
Perry Office Plus (Perry Office Products)	Temple	TX
Pye Barker Fire	Waco	TX
Share Corporation	Milwaukee	WI
Sherwin Williams (The Sherwin Williams Company)	Waco	TX
Sims Plastics of Waco	Waco	TX
Smoot-Anderson Co., Inc.	Waco	TX
Solar Supply	Waco	TX
Southern Clean Pressure Washing (Michael Jackson)	Ferris	TX
Southwest Maintenance, LTD	Waco	TX
Starks Janitorial Services	Mesquite	TX
Sunrise Environmental LLC (Jessica L Marquesen)	Bridgeport	TX
SWS Concrete Contractor (Scott W Schreiber)	Waco	TX
T&G Chemical and Supply	Waco	TX
T.E.A.M. Solutions, Inc. (Texas Energy & Automation Management Solutions, Inc.)	Waco	TX
TJ's Professional Painting and Construction, LLC	Red Oak	TX
Trane	Fort Worth	TX
UniFirst Corporation	Hewitt	TX
United Refrigeration Inc.	Waco	TX

RFP # 22-2115
Maintenance Supplies, Equipment and Services
Vendor List for September

Previously Awarded Vendors	City	State
Virkim Inc.	Hewitt	TX
Winston Watercooler of Waco LTD	Waco	TX
Woodard Builders Supply Company	Fort Worth	TX

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: C. Eppel

RE: Purchases over \$50,000 Under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Service

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Background Information:

In April 2020, the Board approved a change in Board Policy CH (Local) that requires all purchase requests over \$50,000 to be approved by the Board of Trustees prior to being made. These purchases will be made under a pre-existing bid or purchasing cooperative. The following purchase requests have been made as of October 27, 2022:

Pre-Existing Bid:

- Symetra - \$1,499,654 – Renewal of Waco ISD stop loss insurance for health and prescription policies – Waco ISD bid # 21-1203 Stop Loss Insurance.

Purchasing Cooperative:

- Education Service Center Region 12 - \$252,991.32- Annual fees for the use of various cooperatives and subscription based learning and resource platforms. – ESC12 Cooperative and TEA approval as noncompetitive procurement.
- Kahua - \$325,000- Includes five years of annual subscription fees and the cost of professional services implementation for managing processes, documents and cost on construction programs and projects – GSA Schedule 70 Contract # 47QTCA19D00CF IT Software.
- Apple- \$377,950- iPads for students as part of the Technology Life Cycle Replacement Plan - Texas Department of Information Resources (DIR) contract # DIR-TSO-3789 Apple Branded Products and Related Services
- Computer Solutions Inc. - \$52,018.00 – Projectors for classrooms as part of the Technology Life Cycle Plan - Texas Department of Information Resources (DIR) contract # DIR-TSO-4160 Hewlett-Packard Manufacturer Branded Hardware, Software, Cloud and Related Services and Services
- Lake Country Chevrolet, Inc. - \$89,949.70 – Two Chevrolet 1500 Suburban vehicles for transportation to use to transport homeless students – Buy Board Contract #601-19 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor.

Fiscal Implications:

The cost of these goods and services will be charged to the appropriate departmental budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the purchase requests over \$50,000, as presented.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: C. Eppel

RE: Resolution of Participation with Region 5 Education Service Center's Southeast Texas Purchasing Cooperative

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Background Information:

Region 5 Education Service Center (ESC) has entered into a program known as Southeast Texas Purchasing Cooperative (SETX) to provide cooperative purchasing services. This cooperative is designed to deliver best-available pricing to any K-12 partners. Region 5 Education Service Center's Southeast Texas Purchasing Cooperative is authorized under Article 44.031 of the Texas Education Code.

The Region 5 ESC serves as the sponsoring entity of a cooperative purchasing program operating in conjunction with the Waco Independent School District and any other entity, legally entitled to enter into the program, which executes a similar agreement. The purpose of the program is to obtain substantial savings for participating school districts and other governmental entities through executions of competitive bidding and vendor award process. This includes posting, advertising, collecting proposals, scoring, and awarding vendor contracts.

This purchasing cooperative does not require the District to participate in any bid, but gives the District greater flexibility in our future purchasing decision making process.

Fiscal Implications:

None. There is no membership fee to the district.

Administrative Recommendation(s):

The Administration recommends the Board of Trustees approve the Resolution of Participation between Region 5 Education Service Center's Southeast Texas Purchasing Cooperative and Waco ISD, as presented.

RESOLUTION

WHEREAS, it is the intent of the **WACO ISD** to join and participate in the **Southeast Texas Purchasing Cooperative** organization administered by the Region 5 Education Service Center (Region 5 ESC).

WHEREAS, authority for this commitment is authorized under Article 44.031 of the Texas Education Code and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

WHEREAS, for the **2022-2023** school year there will be no cost for **WACO ISD** to join the Southeast Texas Purchasing Coop.

BE IT FURTHER RESOLVED, that the **WACO ISD** Board of Trustees hereby joins and elects to participate in the **Southeast Texas Purchasing Cooperative** organization administered by Region 5 ESC.

BE IT FURTHER RESOLVED, that the **WACO ISD** Board of Trustees hereby authorizes its superintendent to execute such documents as are appropriate and necessary to implement the ISD's participation in said cooperative.

Board President's Signature: _____

Board President's Printed Name: Ms. Stephanie Korteweg

Board Secretary's Signature: _____

Board Secretary's Printed Name: Mr. Jeremy Davis

Date: _____

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: C. Eppel

RE: Cooperative Fees Paid by Waco ISD

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Background Information:

The Education Code requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Specifically, it states:

§ 44.0331. MANAGEMENT FEES UNDER CERTAIN COOPERATIVE PURCHASING CONTRACTS. (a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract. (b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item.

The report was submitted for the September 28, 2022 Board meeting. However, the attached listing of cooperative fees paid was inadvertently omitted from the agenda and so, the report is being brought back to include the aforementioned list.

Fiscal Implications:

The Buy Board cooperative fees are charged to the individual department budgets purchasing vehicles off of the cooperative. The Buy Board only charges fees for vehicle/bus purchases. The Region 20-13 cooperative fee, the State of Texas Cooperative Purchasing Program fee, Central Texas Purchasing Alliance, and Educational Service Center (ESC Region 18 Cooperative), were charged to the operating budget of the Business Services Department.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees accept this report of purchasing cooperative fees paid by the Waco ISD for the Fiscal Year 2021-2022, as presented.

Cooperative Fees

The fees paid by Waco Independent School District to purchasing cooperatives for Fiscal Year 2021-2022 are as follows:

- Buy Board – \$ 1,200.00 in processing fees for vehicle purchases.
- Region 20-13 Purchasing Cooperative - \$ 875.00 annual fee to cover administrative costs.
- Education Services Center (ESC Region 18 Cooperative) - \$ 900.00
- Central Texas Purchasing Alliance - \$150.00 annual fee to cover administrative costs.
- State of Texas Cooperative Purchase Program – \$ 100.00 annual fee to cover administrative costs.

Total fees paid: \$ 3,225.00

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Sheryl Davis

RE: Independent Sources of Investment Officer Training

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Background Information:

In accordance with the Public Funds Investment Act and Texas Government Code 2256.008, the investment officers of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least ten hours of instruction relating to the treasurer’s or officer’s responsibilities under this subchapter within twelve months after taking office or assuming duties; and

(2) In addition to the requirements of Subsection (1), the treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer(s) of a school district shall attend an investment training session not less than once in a two-year period that begins on the first day of the school district’s fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the Board of Trustees of the school district, or by a designated investment committee advising the investment officer as provided for in the investment policy of the district.

The following independent sources of investment officer training have been or will be utilized by the District and are presented for Board consideration:

- Accredited Colleges & Universities within the State of Texas
- Broker/Dealers (Waco ISD Board approved)
- Government Finance Officers Association
- Government Treasurers’ Organization of Texas
- Local Government Investment Pools (Waco ISD Board approved)
- Texas Association of School Administrators (TASA)
- Texas Association of School Boards (TASB)
- Texas Association of School Business Officials (TASBO or TASBO affiliate)
- Texas State University, Center for Public Service
- Texas Education Agency/Regional Education Service Centers (TEA/ESCs)
- The University of North Texas, Center for Public Management

Fiscal Implications:

None

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the independent sources of investment officer training, as listed.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Sheryl Davis

RE: List of Qualified Brokers Authorized to Engage in Investment Transactions with the District and Local Banks for the Purchase of Certificates of Deposit

=====

Background Information:

In accordance with the Public Funds Investment Act and Texas Government Code 2256.025, the governing body of an entity subject to this subchapter of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity. As necessary, the administration requires the broker to provide audited financial statements, proof of National Association of Securities Dealers (NASD) certification, and proof of state registration. The following brokers/dealers are presented for the Board’s consideration:

Securities Broker/Dealer	Location	Contact
Financial Advisor:		
RBC Capital Markets, LLC	San Antonio, TX	Robert (Dusty) Traylor
Investments:		
FHN Financial Municipal Advisors	Austin, TX	Buddy Saragusa
Hilltop Securities	Austin, TX	Ramon Gilbert
Investors Brokerage of Texas, Ltd.	Waco, TX	Randall Chenot
Landing Rock Group, LLC	Manhasset, NY	Kim Winslow
Underwriting:		
Baird Public Finance	San Antonio, TX	David Rastellini
BOK Financial Securities, Inc. (dba BOSC, Inc.)	Austin, TX	Joshua McLaughlin
Cabrera Capital Markets	Dallas, TX	Mario Carrasco
Estrada, Hinojosa & Co., Inc.	Dallas, TX	Tony Jaso
Oppenheimer & Co.	Dallas, TX	Daniel Roseveare
Piper Sandler Public Finance	Frisco, TX	Rick Reedy
Raymond James & Associates, Inc.	Dallas, TX	Jim Buie
Siebert Williams Shank & Co., LLC	Austin, TX	Nicole Conley
Stephens, Inc.	Dallas, TX	Brian Garcia
Stifel, Nicolaus & Company, Inc.	Austin, TX	Dan Mahoney
UBS Financial Services	Austin, TX	Bech Bruun
UMB Bank, N.A.	Dallas, TX	Madelyn Wallace

The District also invests in a number of local government investment pools. These pools combine the cash of participating jurisdictions and invest the cash in securities allowed under the state’s laws regarding government investments. By pooling funds, participating governments benefit from economies of scale, full-time portfolio management, diversification, and liquidity. Pools in which Waco ISD participates include the following:

Investment Pool	Location
Investment Pools (previously approved by the Board):	
LOGIC (JPMorgan Asset Management)	Dallas, TX
Lonestar (First Public, LLC)	Austin, TX
Texas CLASS (Public Trust Advisors, LLC)	Austin, TX
Texas TERM & Texas Daily (PFM Fund Distributors, Inc.)	Austin, TX
TexPool (Federated Hermes)	Houston, TX
TexSTAR (Hilltop Securities)	Austin, TX

In addition to investing in certificate of deposit programs through CDARS and TexasTERM, the District invests with local banks. The following banks may be considered for the purchase of certificates of deposit and/or FDIC insured cash sweep accounts:

Local Banks for Purchase of Certificates of Deposit and Insured Cash Sweep Accounts:	
Alliance Bank of Central Texas	First National Bank of Central Texas
America Bank	First National Bank of McGregor
Bank of America	First National Bank of Texas
BBVA Compass Bank	Independent Bank
Central National Bank	JPMorgan Chase Bank
Citizens State Bank	National United Bank
Community Bank and Trust	Texas First State Bank
Extraco Banks (Depository)	Wells Fargo Bank
Fidelity Bank of Texas	

Approving the above lists does not require the District to invest any funds with these entities, but allows the District that option if it so chooses. Having this option available will assist the District in its efforts to obtain the best rate of return possible on District funds while maintaining liquidity and safety of principal.

Fiscal Implications:

None

Administrative Recommendation(s):

The Administration recommends the Board of Trustees approve the list of qualified brokers/dealers, including those for previously approved investment pools, authorized to engage in investment transactions with the District as well as the list of local banks for the purchase of certificates of deposit, as presented.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Sheryl Davis

**RE: Investment Policy and Strategies as Codified under Policy CDA (Local)
– Other Revenues: Investments**

=====

Background Information:

In accordance with the Public Funds Investment Act and Texas Government Code 2256.005(e), the governing body of an investing entity shall review its investment policy and strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

The District’s Investment policy and strategies as codified in Policy CDA (Local) – Other Revenues: Investments was last changed in conjunction with legislation enacted in the 86th Legislative Session. As a result of the legislation, the related local policy was changed to authorize the investment of bond proceeds and pledged revenue to the extent allowed by law but clarified that bond proceeds may not be invested in no-load mutual funds. Local policy was also revised to change terminology from “agency” funds to “custodial” funds to conform with Governmental Accounting Standards Board (GASB) Statement No. 84. Changes to both the legal and local policies were incorporated through TASB’s Update 114 and approved by the Board on November 14, 2019.

Legislation from the 87th regular Legislative Session, as well as the three called special sessions, has been reviewed and no changes to the local policy are indicated.

A copy of Policy CDA (LOCAL) is attached for your review.

Fiscal Implications:

None

Administrative Recommendation(s):

The Administration recommends the Board of Trustees approve the resolution to adopt Policy CDA (Local) – Other Revenues: Investments with no changes.

**RESOLUTION ADOPTING INVESTMENT POLICY CDA (LOCAL)
OF THE WACO INDEPENDENT SCHOOL DISTRICT**

WHEREAS, Waco Independent School District (the “District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

WHEREAS, the Board of Trustees has convened on this date at a meeting open to the public and wishes to adopt an Investment Policy for the District, in the form attached herein as Exhibit “A”, pursuant to Chapter 2256, Texas Government Code, as amended from time to time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WACO INDEPENDENT SCHOOL DISTRICT THAT:

Section 1: The Investment Policy, in the form attached hereto as Exhibit “A,” is hereby adopted as the investment policy for the District.

Section 2: The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

October 27, 2022

Stephanie Ybarra-Korteweg
President, Board of Trustees

ATTEST:

Jeremy Davis
Secretary, Board of Trustees

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed two years from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	The primary objective of investment strategies for operating funds is to ensure that anticipated cash flows are matched with adequate investment liquidity. Because the funds are pooled for investment purposes, the portfolio shall address the varying needs of all funds in the pooled fund group. The highest quality securities shall be chosen to ensure preservation of principal, liquidity, and ultimate marketability in the case of needed liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. Diversification shall be addressed by using different local government investment pools and by purchasing quality short- to medium-term securities that will complement each other in a laddered maturity structure. A cash flow analysis of these funds shall be used to determine any funds available for longer term investments. Investments shall be made in accordance with this cash flow analysis.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Enterprise Funds	Investment strategies for enterprise fund investments shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the

Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

Soliciting Bids for CDs

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

Waco Independent School District

Board of Trustee Workshop Agenda Item

Date: October 27, 2022

Contact Person: Dr. Daniel Lopez

RE: Additional T-TESS Appraisers for 2022-2023

=====
Background Information:

Per DNA (Local), the Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher’s supervisor. On August 25, 2022, the Board approved 2022-2023 T-TESS Appraisers. The attached list includes additional appraisers for the 2022-2023 school year. T-TESS Administrators who may serve as Second Appraisers are designated with an asterisk (*).

Fiscal Implications:

None

Administrative Recommendation(s):

The administration recommends approval of additional 2022-2023 T-TESS Appraisers as presented.

**Additional 2022-2023 T-TESS Appraisers
October 27, 2022**

Last Name	First Name	Role
Cornblum*	Deena	District Administrator
Cox*	Melissa	District Administrator
Detlefsen	Cari	Principal
Gutierrez*	Josie	District Administrator
Hubbard	Sharina	Principal
Knight	Kathleen	Assistant Principal
Lewis	Reggie	Principal
McLellan	Amanda	Assistant Principal
Taylor*	Amy	District Administrator
Taylor*	Everett	District Administrator
Yourman	Christi	Principal

*Second Appraisers

Updated October, 2022

Waco Independent School District

Board of Trustee Meeting Agenda

Date: October 27, 2022

Contact Person: Dr. Josie Gutierrez

RE: First Reading of Board Policy DEC(LOCAL)

=====

Background Information:

DEC(LOCAL) was revised as part of the board's adoption of Update 117 on June 7, 2021. The policy did not reflect the Board's authorization of a catastrophic sick leave bank for DEC(LOCAL) at their meeting on 8/23/2018. A draft amendment is being provided to DEC(LOCAL) to reauthorize the catastrophic sick leave bank.

Fiscal Implications:

None

Administrative Recommendations:

This is the first reading of Board Policy DEC(LOCAL). The second reading will be part of the agenda for the board's meeting on November 17.

PROPOSED REVISIONS

Leave Administration	The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.
Definitions	The term “immediate family” is defined as:
Immediate Family	<ol style="list-style-type: none">1. Spouse.2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands <i>in loco parentis</i>.3. Parent, stepparent, parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee.4. Sibling, stepsibling, and sibling-in-law.5. Grandparent and grandchild.6. Any person residing in the employee’s household at the time of illness or death. <p>For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).</p>
Family Emergency	The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.
Leave Day	A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.
School Year	A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.
Catastrophic Illness or Injury	A “catastrophic illness or injury” is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered a catastrophic illness or injury if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave for the current year available for use at the beginning of the school year. Local leave shall be made available as earned.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

Local Leave

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate to a maximum of 120 leave days.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year. [See DEC(LEGAL)]

An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the sick leave bank shall be solely for the use of participating employees. An employee who is a member of the sick leave bank may request leave from the sick leave bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Loss of Access to Days	An employee shall lose the right to utilize the benefits of the catastrophic sick leave back by: <ol style="list-style-type: none">1. Separating employment with the District.2. Canceling membership at any time, executed on the proper form.
Appeal	An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or Superintendent's designee.
Family and Medical Leave	FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable. <hr/> <p>Note: See DECA(LEGAL) for provisions addressing FMLA.</p> <hr/>
Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.
Combined Leave for Spouses	When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness- for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**School Involvement
Leave**

Each District employee shall be granted a maximum of eight hours of school involvement leave per school year (August through May) to be used only for participating in parent/teacher conferences or the District's volunteer program. Any use of school involvement leave shall occur only with approval from the employee's supervisor; however, a supervisor shall not approve use of school involvement leave when an employee requests release from regular duties for an entire workday. School involvement leave shall be noncumulative.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Susan Kincannon
Peter Rusek

RE: City of Waco Request for Ingress and Egress Easement and Maintenance Agreement (to Clay Avenue at Cesar Chavez Middle School)

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Background Information

Several years ago, WISD entered into a Three-Party Interlocal Cooperation Agreement (“ICA”) by and among McLennan County, the City of Waco, and the Waco Independent School District (in connection with the “venue project” in which the County was significantly remodeling and building new facilities at the fairgrounds and surrounding area).

In pertinent part, the ICA calls for a number of real estate exchanges between the parties including the City conveying 0.263 acres to WISD (which would link WISD property (that is part of Cesar Chavez Middle School) to Clay Avenue.

In connection with that conveyance, the City has requested that WISD grant the City an ingress and egress easement over the property which will be conveyed by the City to WISD allowing pedestrian and vehicle ingress to and egress from Clay Avenue to Cotton Palace Park.

Construction and maintenance costs for any improvements on the easement will be borne by the City.

Fiscal Implications: None.

Administrative Recommendation: The Administration recommends that the Board of Trustees approve the granting of the requested easement and authorize the Board President to execute the Ingress and Egress Easement and Maintenance Agreement (as presented) on behalf of the District.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Ingress and Egress Easement and Maintenance Agreement

Date: November 1, 2022

Grantor: WACO INDEPENDENT SCHOOL DISTRICT, an independent school district

Grantor's Mailing Address: P. O. Box 27 Waco, Texas 76703

Grantee: CITY OF WACO, TEXAS, a Texas municipal corporation

Grantee's Mailing Address: Post Office Box 2570, Waco, Texas 76702-2570

Dominant Estate Property: COTTON PALACE PARK Lot 1B Block A Acres 6.948

Easement Property: BEING A 0.263 acre tract of land located in the Thomas J. Chambers Survey, Abstract 7, In the City of Waco, McLennan County, Texas, being out of a remainder Lot 1, Block A, Cotton Palace Park Addition to the City of Waco, McLennan County, Texas according to the plat thereof recorded in Volume 1346, Page 3 of the Deed of Records of McLennan County, Texas, being more particularly described and shown in Exhibit A attached hereto and incorporated herein for all purposes.

Easement Duration: The duration of the Easement is perpetual.

Primary Easement Purpose: For free and uninterrupted pedestrian and vehicle ingress to, egress from and access, on all weather Road Improvements, to and from Clay Avenue to and from Cotton Palace Park. The Easement is nonexclusive and irrevocable.

Consideration: Good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement in, over, under, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. This Easement shall constitute a conveyance and covenant running with the land for the benefit of Grantee, its successors and assigns.

Grantor covenants that it is the owner of the above-described land and that said land is free and clear from all encumbrances and liens. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claims the Easement or any part of the Easement.

Grantee shall have such other rights as are necessary for the full enjoyment and use of the rights herein granted, including without limitation, to: (1) prevent construction of any and all buildings, structures or other obstructions which, in the sole judgment of Grantee injure the Easement Property or interfere with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal thereof; and (2) trim or remove trees, shrubbery, or undergrowth within, but not limited to, said Easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal of the Road Improvements on the Easement Property.

Grantor shall not make changes in grade, elevation, or contour of the land within the easement area as described above without prior written consent of Grantee. The installation, construction, operation, use, maintenance, repair, modification, upgrade or replacement of any structure, fence, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Easement Property must be approved in writing in advance by the City.

Secondary Easement: Grantee has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Road Improvements within the Easement Property that are reasonably suited for the Easement Purpose. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Tertiary Easement.

Improvement and Maintenance of Easement Property: Improvement and maintenance of the Easement Property will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee must maintain the Easement Property in a neat and clean condition. Grantee has the right to construct, install, maintain, replace, and remove a street or road with all culverts, bridges, drainage ditches, street lighting, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove or relocate any fences

within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements.

Binding Effect: This agreement binds and insures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

GRANTOR:

WACO INDEPENDENT SCHOOL DISTRICT

By: _____
Stephanie Korteweg
Its: President, Board of Trustees

THE STATE OF TEXAS
COUNTY OF McLENNAN

This instrument was acknowledged before me on the _____ day of _____, 2022, by Stephanie Korteweg as President of the Board of Trustees for Waco Independent School District, a Texas independent school district, on behalf of said district.

NOTARY PUBLIC, STATE OF TEXAS

After recording, return to:

City Secretary
Post Office Box 2570
Waco, Texas 76702-2570

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Susan Kincannon
Peter Rusek

RE: Lease Agreement with City of Waco for Property at Cesar Chavez Middle School

=====

Background Information

Several years ago, WISD entered into a Three-Party Interlocal Cooperation Agreement (“ICA”) by and among McLennan County, the City of Waco, and the Waco Independent School District (in connection with the “venue project” in which the County was significantly remodeling and building new facilities at the fairgrounds and surrounding area).

In pertinent part, the ICA calls for a number of real estate exchanges between the parties, including WISD conveying a 2.695 acre tract of land located in the Cotton Palace Park Addition to the City of Waco, McLennan County, Texas in exchange for the City of Waco conveying three different tracts in that same area (which total 2.697 acres (2.05 acres, 0.384 acres and 0.263 acres)) to WISD. Additionally, as part of the real estate exchanges provided for in the ICA, the City of Waco conveyed the former Lake Air Little League tract to WISD.

In connection with the real property exchanges in the Cotton Palace Park Addition, the City of Waco requested that the District agree to lease back approximately 1.8 acres at Cesar Chavez Middle School to the City for a 3 (three) year period for use by the City for as incidental park usage (in connection with Cotton Palace Park), a shop/storage building for City supplies, batting cages, storage for ball clubs, and a restroom for users of the park and for no other purpose without the prior written consent of WISD. Use by the City of the 1.8 acres is not exclusive and WISD may also use the property during the lease. Subject to Board approval, the District agreed to the request from the City.

A written lease between the District and the City has been prepared to set forth the terms and provision of the requested lease. The Board needs to authorize the execution of the attached lease in order for the lease to be effective.

Fiscal Implications: None.

Administrative Recommendation: The Administration recommends that the Board of Trustees authorize the Board President to execute the Lease Agreement with City of Waco for Property at Cesar Chavez Middle School (as presented) on behalf of the District.

LEASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This Lease Agreement (“the Lease”) is made and entered into by and between the CITY OF WACO, a municipal corporation of McLennan County, Texas, hereinafter referred to as "City" or “Lessee”, and the WACO INDEPENDENT SCHOOL DISTRICT, an independent school district, hereinafter referred to as "WISD".

ARTICLE 1. LEASED PROPERTY

1.01. WISD, in consideration of: (i) good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by WISD and (ii) the other covenants and agreements to be performed by City, hereby demises and leases to City and City leases from WISD approximately 1.8 acres of land, located in the Cotton Palace Park Addition. The property is more particularly described in Exhibit A, attached to this Lease, and are referred to in this Lease as "the Property.”

ARTICLE 2. TERM

2.01. The term of this Lease is three (3) years, beginning on November 1, 2022 (the “Commencement Date”) and ending on October 31, 2025, subject, however, to earlier termination as provided in this Lease. Upon mutual agreement by WISD and the City, the Lease may be extended upon such terms and provisions and for such length of time as the parties may agree.

**ARTICLE 3.
USE OF PROPERTY**

3.01. The purpose for Lessee's use of the Property is to for incidental park usage, a shop/storage building for City supplies, batting cages, storage for ball clubs, and a restroom for users of the park and for no other purpose without the prior written consent of WISD. Use by Lessee of the Property is not exclusive and WISD may also use the Property during the Lease, provided that any such use by WISD is consistent with and does not interfere with Lessee’s use.

Insurance Hazards

3.02. Lessee may not use, or permit using, the Property in any manner that would cause a cancellation of, or an increase in, rates for fire, liability, or other insurance policies covering the Property or that could cover the Property. If Lessee’s occupancy causes any increase in the rate of insurance covering or that could cover the Property, Lessee agrees

to pay to WISD the amount of such increase within 30 calendar days of being billed by WISD.

Waste, Nuisance, or Illegal Uses

3.03. Lessee may not use, or permit using, the Property in any manner that results in waste of the Property or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Property. Nothing contained herein shall require Lessee to make structural repairs or alterations unless Lessee has by its manner of use of the Property or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto.

ARTICLE 4. UTILITIES AND SERVICES

4.01. WISD agrees to make the following utilities and installed fixtures (if any and in the current condition as of the starting date of this Lease) available to the Property at City's sole cost and expense: (i) water; (ii) wastewater disposal; (iii) existing air conditioning and heating units in existing locations and configurations; (iii) existing electric service and outlets; (iv) existing electrical lighting service for the exterior entrances and parking area; and (v) existing natural gas service. Lessee shall be responsible for telephone and other such services, which shall be paid for by Lessee.

4.02. No interruption, moratorium, or malfunction of any utilities or services, or the failure of any machinery or equipment to operate for any reason, constitutes an eviction or disturbance of Lessee's use and possession of the Property, nor is it a breach by WISD of any of its obligations under this Lease, nor does it render WISD liable for damages or entitle Lessee to relief from any of its obligations under this Lease nor does it grant Lessee any right of setoff or recoupment. In the event of any such interruption, any and all cost or expense to restore the service in any circumstance and the interruption was not caused by WISD's fault shall be borne by and paid by Lessee. WISD shall have the right to shut down all or any of the utilities supplied to the Property under Article 5.01 in the event of an emergency or if required by law, regardless of whether the need for the shutdown arises. Whenever possible, WISD shall give Lessee prior notice of any shutdown of utilities. WISD shall have no liability to Lessee for any loss, damage, or expense that Lessee may sustain due to a utility shutdown.

ARTICLE 5. MAINTENANCE AND REPAIR

5.01 Lessee shall keep the Property and any all structures, buildings, and restrooms located on the Property and existing as November 1, 2022 (collectively "Buildings") well maintained, in good repair, and prevent any waste thereof, normal wear and tear excepted. At the end of the lease term, Lessee shall turn the Property and Buildings back to the WISD in as good condition as they were at the beginning of the Lease term,

reasonable wear and tear, fire, tornado or other damage, casualty, condemnation, maintenance and repair obligations of the City, and damage by parties other than Lessee, its agents, servants, employees, contractors, invitees and guests excepted.

5.02 If Lessee causes damage beyond routine maintenance or causes waste to the Property and Buildings, WISD may, but is not required to, cause repairs or corrections to be made. Any costs incurred for repairs or corrections for which Lessee is responsible under this paragraph will be payable by Lessee to WISD after 30 days from invoice date to the extent WISD undertakes such repairs or corrections.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

6.01. Lessee shall not make any alteration, improvement, repair, replacement, or addition to the Property (collectively, "Alteration") without the prior written consent of WISD. If WISD grants prior written consent for an Alteration, the Alteration must be at Lessee's expense and by workers and contractors approved in advance in writing by WISD and upon terms and conditions and at times approved in advance in writing by WISD. If WISD grants its consent to an Alteration, WISD may condition its consent upon Lessee's contractors, laborers, and materialmen not interfering with any labor utilized by WISD, WISD's contractors. If Lessee's contractors, subcontractors, laborers, and materialmen cause labor disharmony or interference, WISD may withdraw its consent upon forty-eight (48) hours' written notice to Lessee.

6.02. Lessee may remove its, and allow the ball clubs to remove their trade fixtures, supplies, and movable office furniture and equipment not attached to the Buildings provided: (1) the removal is prior to the termination of the Lease; (2) Lessee is not in default under this Lease at the time of the removal; and (3) Lessee promptly repairs all damage caused by the removal. All other property at the Property and any Alteration to the Property (including wall-to-wall carpeting, paneling or other wall covering, and any other improvement attached or affixed to the floor, wall, or ceiling of the Property) is the property of WISD at the expiration or termination of the term of the Lease and must remain upon and be surrendered with the Property at the termination of this Lease without any payment or compensation to Lessee. WISD may, however, require Lessee to remove any Alterations made by Lessee prior to termination of this Lease and to repair any damage caused by such removal.

ARTICLE 7. DAMAGE OR DESTRUCTION

7.01 If the Property or any part thereof or the Buildings or any part thereof shall be damaged by fire or other casualty, Lessee shall give prompt written notice thereof to WISD. In case the Property or Buildings should be damaged by fire or other casualty, Lessee may at its option, terminate this Lease and the term and estate hereby granted by notifying WISD in writing of such termination within thirty (30) days after the date of such damage. If Lessee does not thus elect to terminate this Lease, Lessee shall within seventy-

five (75) days after the date of such damage commence to repair and restore the Property or Buildings and shall proceed with reasonable diligence to restore the Property or Buildings (except that Lessee shall not be responsible for delays outside its control) to substantially the same condition in which it was immediately prior to the casualty. Lessee shall not be required to rebuild, repair, or replace any part of Lessee's personal property, furniture, trade fixtures or equipment located in the Buildings and removable by the Lessee under the provisions of this Lease. WISD shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting in any way from such damage or the repair thereof. If the damages are caused by the negligence of Lessee, its agents, servants, employees, contractors, or invitees, Lessee will be liable for any damages in excess of the amount paid by insurance proceeds received by WISD. Any insurance which may be carried by WISD or Lessee against loss or damage to the Property or Buildings shall be for the sole benefit of the party carrying such insurance and under its sole control.

ARTICLE 8. INSPECTION BY WISD

8.01. Upon reasonable advance notice to Lessee, or immediately in the case of an emergency, WISD and its officers, agents, employees, contractors and representatives may enter any part of the Property and/or Buildings at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as WISD considers necessary (but without any obligation to perform any of these functions except as stated in this Lease), or to show the Property to prospective lessees, purchasers, or lenders; provided such views are conducted in such a manner so as to not unreasonably interfere with Lessee's operations.

ARTICLE 9. MECHANIC'S LIEN

9.01. Lessee will not permit any mechanic's lien or liens to be placed upon the Property or upon improvements on them. If a mechanic's lien is filed on the Property or on improvements on them which is caused by Lessee's acts or use of the Property, Lessee will promptly pay it. If default in payment of the lien continues for thirty (30) days after WISD's written notice to Lessee, WISD may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts WISD pays to remove a mechanic's lien caused by Lessee to be filed against the Property or against improvements on the Property, including expenses and interest, are due from Lessee to WISD and must be repaid to WISD immediately on rendition of notice.

ARTICLE 10. INSURANCE

Since both Lessee and WISD are governmental entities with sovereign immunity as provided for under applicable Texas law, neither are required under this Lease to obtain insurance coverage (including, without limitation, general liability and auto liability) except as specifically set forth below.

Real and Personal Property Insurance. Lessee agrees to and shall carry Real and Personal Property insurance coverage on the Property and all improvements located thereon for the replacement cost value as listed on the coverage schedule thereof, and shall provide WISD with a certificate of insurance reflecting such coverage. This coverage by Lessee on the improvements does **not** include coverage for personal property located on the Property that is owned by Lessee or those other than the WISD. Lessee shall provide WISD with a certificate of insurance reflecting the required coverage within ten (10) days of the date of this Lease and thereafter new certificates prior to the expiration date of each successive policy.

ARTICLE 11. ASSIGNMENT AND SUBLETTING

11.01. WISD understands that the City is allowing ball clubs, through use agreements, to store sports-related materials in a portion of the Buildings. WISD consents to this use.

11.02 Other than the use in Article 11.01, Lessee shall not assign this Lease or sublease all or any part of the Property or mortgage, pledge, or hypothecate its leasehold interest, or grant any concession or license within the Property without the prior express written permission of WISD (which permission may be withheld by WISD for any reason in its sole discretion). Any attempt to do any of the foregoing without the prior express written permission of WISD is an Event of Default and is void and of no effect. This prohibition against assigning or subletting includes a prohibition against any assignment or subletting by operation of law.

11.03. The following applies to any assignment of this Lease or sublease of the Property:

- (1) Contemporaneously with the granting of WISD's consent to an assignment, Lessee shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Lessee under this Lease. The assignee will be jointly and severally liable along with Lessee for all obligations of Lessee under this Lease.
- (2) Lessee shall submit to WISD a signed counterpart of all instruments related to the assignment or sublease (executed by all parties to the transaction with the exception of WISD) prior to or contemporaneously with the request for WISD's written consent (even though no such instrument is effective without the written consent of WISD).
- (3) Lessee shall subordinate to WISD's statutory lien and WISD's contract lien and security interest any liens or other rights which Lessee may claim with respect to any fixtures, equipment, goods, wares, merchandise, or other property owned by or leased to the proposed assignee or sublessee.

- (4) No usage of the Property different from the usage allowed by this Lease will be permitted, and all other terms and provisions of this Lease will continue to apply after assignment or subleasing.
- (5) Following any assignment of this Lease, Lessee will remain directly and primarily liable for the performance of all of the covenants, duties and obligations of Lessee under this Lease (including, without limitation, the obligation to pay all Rent), and WISD may enforce this Lease against the initial Lessee and/or any assignee without demand upon or proceeding in any way against any other person.
- (6) If WISD approves a sublease by Lessee of all or any portion of the Property, then the approved sublease will be deemed to incorporate all of the terms and conditions of this Lease to the extent applicable to the subleased Property and the sublease term.

11.04. Consent by WISD to a particular assignment or sublease is not a consent to any other or subsequent transaction,

ARTICLE 12. DEFAULT AND REMEDIES

12.01. Events of Default. The following events shall be deemed to be events of default under this Lease:

(a) Lessee or WISD, within either party's power, fails to comply with any term, provision or covenant of this Lease and do not cure such failure within ten (10) business days after written notice of the noncompliance is sent to the defaulting party, if no other cure period is provided in the Lease. No such failure, however, will be deemed to exist if the party has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of the party. Cure notices sent under this paragraph 12.01(a) are effective on the sooner of the following: (i) the date a notice sent by certified or registered mail or overnight courier is signed for or refused by the addressee or delivery of such notice is not possible because the addressee has moved, (ii) the date that a notice is actually delivered to Lessee at the Property or posted on the main entry to the Property or sent to WISD at the contact address provided in the Lease.

(b) Lessee repudiates its obligations under this Lease or deserts, vacates or abandons any substantial portion of the Property and Lessee fails to pay rent.

12.02. Remedies. Upon the occurrence of any event of default by Lessee specified in Article 12.01, WISD shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease in which event Lessee shall immediately surrender the Property to WISD, and if Lessee fails to do so, WISD may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take

possession and expel or remove Lessee and any other person who may be occupying all or part of the Property, by force if necessary, without being liable for prosecution or any claim of damages. Lessee agrees to pay to WISD on demand the amount of all loss and damage which WISD may suffer by reason of such termination, whether through inability to rent the Property on satisfactory terms or otherwise, including the loss of rental for the remainder of the Lease term.

(b) Enter upon and take possession of the Property and expel or remove Lessee and any other person occupying all or part of the Property, by force if necessary, without being liable for prosecution or any claim for damages, but without terminating this Lease. If WISD takes possession of the Property by locking Lessee out under the terms of this Lease, WISD has no obligation to make new keys available other than during the WISD's normal business hours and Lessee shall have no right to regain the new keys to the Property or the right of possession unless approved in writing by WISD on terms acceptable to WISD in its sole discretion.

(c) Upon the occurrence of any event of default by WISD specified in Article 12.01, and if WISD fails to cure, or commence to cure, any default by WISD within the applicable cure period specified in Article 12.01, then Lessee shall have the option to terminate the Lease and vacate the Property.

(d) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies listed in this Lease or any other remedies provided by law. Pursuit of any remedy under this Lease shall not constitute a forfeiture or waiver of any damages accruing to WISD by reason of the violation of any portion of this Lease. No waiver by WISD of any violation or breach of this Lease shall constitute a waiver of any other violation or breach of this Lease. Forbearance by WISD to enforce one or more of its rights under this Lease shall not be deemed or construed to constitute a waiver of any other violation, default or breach of this Lease.

ARTICLE 13. RIGHTS UPON TERMINATION

13.01. Upon notice of termination of this Lease, Lessee shall remove all personal property from the Property on or before the date the Lease terminates and return the Property and improvements thereon to WISD in a good state of repair normal wear and tear or damage from a casualty excepted. If Lessee fails to so remove said property after 10 days' notice from Lessor, said property may thereafter be removed by WISD at Lessee's expense.

13.02. Upon termination of this Lease, title to all permanent improvements shall vest in WISD, free and clear of all debts, liens and encumbrances. All other improvements of a nonpermanent nature and all trade fixtures, machinery and furnishings made or installed by Lessee may be removed from the Property at any time by Lessee unless such removal will damage the realty and/or permanent improvements.

ARTICLE 14. HOLDING OVER

14.01. After the expiration of the term of this Lease, if Lessee, or any of its successors in interest, continues to occupy any portion of the Property, then a tenancy from month to month will be created. Except as provided below, monthly rent during the holdover period will be \$ 10.00 per month. In the event the parties are in good faith negotiations for a renewal of this Lease and provided that the time period for such good faith negotiations (“Negotiations Time Period”) does not exceed six (6) months, monthly rent during the Negotiations Time Period will be \$ 10.00. Nothing in this article or otherwise constitutes an agreement by WISD to permit any holding over after the end of the term.

ARTICLE 15. MISCELLANEOUS

15.01. Notices and Addresses. All notices required under this Lease must be given by certified or registered mail or by overnight courier, addressed to the proper party, at the following addresses:

To City:

City Manager
City of Waco
P. O. Box 2570
Waco, Texas 76702-2570

To WISD:

Superintendent
Waco ISD
P.O. Box 27 _____
Waco, Texas 76703

Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with the terms of this article.

15.02. Parties Bound. This agreement binds and inures to the benefit of the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

15.03. Venue and Texas Law to Apply. This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in McLennan County, Texas. Venue for any dispute pursuant to this Lease is a court of competent jurisdiction in McLennan County, Texas.

15.04. Legal Construction and Limitation on Liability. If any one or more of the provisions in this Lease are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision. It is understood and agreed that the City will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this Lease shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by the City to WISD (except as expressly and specifically set forth herein) or to any third party. It is understood and agreed that WISD will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this Lease shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by WISD to the City (except as expressly and specifically set forth herein) or to any third party. The City and WISD expressly acknowledge that both are political subdivisions of the State of Texas, and nothing in this Lease will be construed as a waiver or relinquishment by either of the right to claim such exemptions, privileges, and immunities as may be provided by law each, respectively.

15.05. Prior Agreements Superseded. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

15.06. Amendment. No amendment, modification, or alteration of the terms of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

15.07. Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

15.08. Force Majeure. Neither WISD nor Lessee is required to perform any term or covenant of this Lease so long as performance is delayed or prevented by FORCE MAJEURE, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within WISD's or Lessee's control and that WISD or Lessee cannot, by exercising due diligence, prevent or overcome in whole or part.

15.9. Quiet Enjoyment. If Lessee complies with the terms and conditions of this Lease, Lessee shall be entitled to quiet enjoyment and use of Property undisturbed by WISD, or any party on behalf of WISD.

15.10. Time of Essence. Time is of the essence of this agreement.

EXECUTED this ____ day of _____, 2022.

(Signatures on next page)

CITY OF WACO

By: _____
Bradley Ford, City Manager

THE STATE OF TEXAS
COUNTY OF McLENNAN

This instrument was acknowledged before me on _____, 2022, by Bradley Ford as City Manager of the City of Waco, Texas, on behalf of said city.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED AS TO FORM & LEGALITY:

By: _____
Jennifer Richie, City Attorney

GRANTOR:

WACO INDEPENDENT SCHOOL DISTRICT

By: _____
Stephanie Korteweg
President, Board of Trustees

THE STATE OF TEXAS
COUNTY OF McLENNAN

This instrument was acknowledged before me on _____, 2022, by _____ as President of the Board of Trustees for Waco Independent School District, a Texas _____, on behalf of said district.

NOTARY PUBLIC, STATE OF TEXAS

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Susan Kincannon
Peter Rusek

RE: Conveyance of Real Property (Cotton Palace Park Area, Waco Creek Frontage, 2.695 Acres) to City of Waco

=====

Background Information

Several years ago, WISD entered into a Three-Party Interlocal Cooperation Agreement (“ICA”) by and among McLennan County, the City of Waco, and the Waco Independent School District (in connection with the “venue project” in which the County was significantly remodeling and building new facilities at the fairgrounds and surrounding area).

In pertinent part, the ICA calls for a number of real estate exchanges between the parties, including WISD conveying a 2.695 acre tract of land located in the Cotton Palace Park Addition to the City of Waco, McLennan County, Texas in exchange for the City of Waco conveying three different tracks in that same area (which total 2.697 acres (2.05 acres, 0.384 acres and 0.263 acres)) to WISD. Additionally, as part of the real estate exchanges provided for in the ICA, the City of Waco conveyed the former Lake Air Little League tract to WISD.

Accordingly, in order to complete the obligations of WISD under the ICA for the real estate exchanges, the Board needs to authorize the execution of the attached deed from WISD to the City of Waco for the 2.695 acre tract.

Fiscal Implications: None.

Administrative Recommendation: The Administration recommends that the Board of Trustees authorize the Board President to execute the Special Warranty Deed (as presented) on behalf of the District.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: November 1, 2022

Grantor: WACO INDEPENDENT SCHOOL DISTRICT, an Independent School District

Grantor's Mailing Address: P. O. Box 27 Waco, Texas 76703

Grantee: CITY OF WACO, TEXAS, a municipality in McLennan County, Texas

Grantee's Mailing Address: P. O. Box 2570, Waco, McLennan County, Texas 76702-2570

Consideration: TEN AND NO/100 (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements):

A 2.695 acre tract of land located in the Thomas J. Chambers Survey, Abstract 7, in the City of Waco, McLennan County, Texas being out of Lot 1, Block A , Cotton Palace Park Addition to the City of Waco, McLennan County, Texas according to the plat thereof recorded in Volume 1346, Page 3 of the Deed of Records of McLennan County, Texas, and being a portion of a called 6.948 acre tract described in a deed to Waco Independent School District recorded in McLennan County Clerk's Document (M.C.C.D.) 2013033465 of the official public records of McLennan County, Texas (O.P.R.M.C.T.). Said 2.695-acre tract being more particularly described and shown in Exhibit A attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS AND MINERAL INTERESTS OF RECORD IN MCLENNAN COUNTY, TEXAS, AFFECTING THE SUBJECT PROPERTY.

Exceptions to Conveyance and Warranty: Validly existing easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than grantor, and other instruments, other than conveyances of the surface estate, that affect the Property; validly existing rights of adjoining owners in any walls and

fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof where the claim is by, through or under the Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Stephanie Korteweg, President

STATE OF TEXAS §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on the _____ day of _____ 2022, by _____ .

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Jennifer Richie
City Attorney
P.O. Box 2570
Waco, Texas 76702

**WACO INDEPENDENT SCHOOL DISTRICT
BOARD MEETING MINUTES**

Regular Meeting, September 29, 2022 - 6:00 p.m.
WISD Administration Offices Board Room

BOARD MEMBERS PRESENT

Stephanie Korteweg
Jose Vidana
Jeremy Davis
Keith Guillory
Emily Iazzetti
Angelo Ochoa
Jonathan Grant

BOARD MEMBERS ABSENT

None

CALL TO ORDER

Stephanie Korteweg, Board President, called the meeting of the Waco Independent School District Board of Trustees to order at 6:00 p.m. She stated that a quorum of Board Members was present, that the meeting had been duly called, and that the notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

PUBLIC COMMENTS ON AGENDA ITEMS

Public Comments were made by Hope Geregthy.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

SPECIAL RECOGNITIONS

Pledge Leaders

Jesus De La Fuente and Steve Owens, students from Indian Spring/Carver Middle School, led the Pledge of Allegiance.

Advanced Placement Scholars

The following students were recognized as AP Scholar recipients for having received scores of three or higher on three or more AP exams:

- Miriam Hinojosa, UHS Senior
- Andres Luevano, UHS Junior
- Karen Salazr, UHS Senior
- Jennifer Zuniga, UHS Graduate
- Cheryl Fast, WHS 2022 Graduate
- Noah Monreal, WHS 2022 Graduate

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- Hudson Rice, WHS Senior
- Kohen Scott, WHS Junior
- Elisha Sriram, WHS 2022 Graduate
- Layla Lopez, UHS 2022 Graduate
- German Ruiz, UHS Senior
- Elizabeth Sanchez, UHS 2022 Graduate
- Samuel Everett, WHS Junior
- Noah Garner, WHS 2022 Graduate
- Viviana Ramirez, WHS 2022 Graduate
- Danielle Sanders, WHS Senior
- Elanah Sriram, WHS Senior
- Noah Sutton, WHS 2022 Graduate

The following students were honored as AP Scholars with Honors. They received an average score of at least 3.25 on all AP Exams and scores of three or higher on four or more AP Exams:

- James Burnias, WHS Senior
- Alicia Ramirez, WHS 2022 Graduate
- Libby Hack, WHS Senior
- Daniel Swenke, WHS 2022 Graduate

The following students were honored as AP Scholars with Distinction. These students received an average of at least 3.5 on all AP Exams and scores of three or higher on five or more AP Exams.

- Marisella Suarez, UHS 2022 Graduate
- Calla Carlson, WHS 2022 Graduate
- Lily Coffman, WHS 2022 Graduate
- Zander Lim, WHS 2022 Graduate
- Tahlia Tran, WHS 2022 Graduate
- Bailee Barton, WHS 2022 Graduate
- Kayla Cho, WHS Senior
- Helen Goodman, WHS Senior
- Sarah Schlappe, WHS Senior
- Abigail Zimmerman, WHS 2022 Graduate

College Board National African American and Hispanic Recognition Awards

Three Waco ISD students were recognized for the National African American Recognition Award (NAARA) and seven students were recipients of the National Hispanic Recognition Award (NHRA). Seven of the 10 students are Superintendent Scholars.

National African American Recognition Award recipients are:

- Archie Hatten, UHS
- Deborah Hammond, WHS
- Tionni Sheppard, WHS

National Hispanic Recognition Award recipients are:

- Karla Suarez, UHS
- Vania Gonzalez, UHS
- Brandon Vega, WHS
- James Burnias, WHS
- Julio Ortega, WHS
- Piper Woodward, WHS
- William Barbee, WHS

Texas Art Education Association District of Distinction

Waco ISD has been named a Texas Art Education Association (TAEA) District of Distinction. The district is only one of 16 school districts to receive this honor for four consecutive years.

Community Partner Award

AbbVie was recognized as the Outstanding Community Partner.

SUPERINTENDENT'S REPORT

Hispanic Heritage Month

Dr. Kincannon thanked the UHS Mariachi Troyanos for performing at this school board meeting. Revitalized in 2005 by Director of Bands Archie Hatten IV, Mariachi Troyanos has become a wonderful tradition for our students and community.

Dr. Kincannon also praised campuses for doing a wonderful job of honoring Hispanic Heritage Month with special displays, festivals, and activities that celebrate and educate students about the Hispanic culture, traditions, and history.

Appreciation of First Responders

Dr. Kincannon thanked all of the first responders who rushed to Waco High School on September 13, not knowing what they would encounter but resolved to protect our students and employees.

She went on to thank the WISD Police Department, Chief Williams, Lieutenant Freeman and Sergeant Wachsmann for their professionalism, dedication and students-first focus of the entire department.

Dr. Kincannon also thanked the City of Waco PD, especially Chief Sheryl Victorian, Commander Vrail George, Jr., Commander Jared Wallace; the City of Waco Fire Department; American Medical Response; the Waco-McLennan County Office of Emergency Management; McLennan County Sheriff's Department; McLennan County Constable, Precinct 1; the Lone Star Task Force; Hewitt PD; Texas Department of Public Safety; Bureau of Alcohol, Tobacco, Firearms and Explosives; Federal Bureau of Investigation; Wes Allison and the Extraco Events Center team.

Leadership Development Programs

Dr. Kincannon discussed programs to develop leadership capacity within the district.

Currently Waco ISD is working with three groups of future leaders:

- The Academy for Aspiring School Leaders Cohort 2/Year 2
- The Academy for Aspiring School Leaders Cohort 3/Year 1
- Teacher Leader Academy

All three leadership development programs are open to all eligible Waco ISD employees, including Transformation Waco staff.

Summer Graduation

On September 1, summer graduation was held at UHS. Those graduating included 13 from Brazos High School, 17 from University High School and 12 from Waco High School.

CONSENT AGENDA: CONSIDER AND TAKE APPROPRIATE ACTION

- Amendments to the 2022-2023 Budget
- Bid Award for Educational Consulting, Professional Development, and Other Student-Based Contracted Services
- Bid Award for Maintenance Supplies, Equipment and Services
- Bid Award for Restaurant and Catering Services
- Bid Award for Music Supplies, Equipment, and Services
- Job Order Contract Renewal for General Construction Services
- Job Order Contract Renewal for Electrical Services
- Job Order Contract Renewal for Roof Repair Services
- Purchases Over \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Services

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- Cooperative Fees Paid by Waco ISD
- Approval of Allowance Expenditure Authorization (AEA) #2 for G.W. Carver Middle School
- Approval of Utility Easement with Oncor for Electrical Utilities at G.W. Carver Middle School
- Resolution Regarding Bullet-Resistant Shield Grant Program
- Resolution Regarding ALERRT Travel Assistance for Fiscal Year 2023
- Second Reading and Adoption of Board Policy Update 119
- Required Annual Evaluation of Campuses Operated by Transformation Waco
- Waiver to Use Alternate Reading Instrument for Seventh Grade
- School Health Advisory Council (SHAC) Members
- Report on Class Size Exemptions
- Staff Development Minutes Waiver
- Cooper Foundation Trustee Election
- 4H Adjunct Professors
- Board of Trustee Meeting Minutes
 - Regular Meeting - June 23, 2022
 - Regular Meeting - July 21, 2022
 - Special Meeting - August 11, 2022
 - Special Meeting - August 18, 2022
 - Regular Meeting - August 25, 2022

The items “Approval of Allowance Expenditure Authorization (AEA) #2 for G.W. Carver Middle School” and “Resolution Regarding Bullet-Resistant Shield Grant Program” were pulled from the Consent Agenda for discussion.

Jose Vidana made a motion, seconded by Jonathan Grant, to approve the Consent Agenda. The motion carried unanimously (7-0).

After discussion, Jeremy Davis made a motion, seconded by Jose Vidana, to approve “Approval of Allowance Expenditure Authorization (AEA) #2 for G.W. Carver Middle School”. The motion carried unanimously (7-0).

After discussion, Keith Guillory made a motion, seconded by Angelo Ochoa, to approve “Resolution Regarding Bullet-Resistant Shield Grant Program”. The motion carried unanimously (7-0).

**REVIEW AND DISCUSS THE SALE OF UNLIMITED TAX BUILDING BONDS,
SERIES 2022B**

The District's Financial Advisor, Robert "Dusty" Traylor, RBC Capital Markets, presented a summary of the bond sale.

**CONSIDER, DISCUSS AND TAKE APPROPRIATE ACTION REGARDING THE
GUARANTEED MAXIMUM PRICE (GMP) #2 FOR WACO HIGH SCHOOL AND PLAN
MODIFICATIONS OUTLINED IN THE CONSTRUCTION MANAGER'S PROPOSAL
PACKAGE**

Gloria Barrera, Chief of Facilities and Operations, discussed the following plan modifications outlined in the Construction Manager's Proposal, which were identified to bring the Waco High School project within the original budget approved by voters:

- Revise the construction phasing to achieve a single-phase project
- Demolish the existing performing arts center earlier (January 2023) to allow construction to start sooner
- Consolidate the academic wing to reduce the exterior wall and foundation quantity
- Relocate the central utility plant near the building

Emily Iazzetti made a motion, seconded by Jonathan Grant, to approve the GMP #2 for Waco High School and plan modifications outlined in the construction manager's proposal package as presented and to authorize the Superintendent to sign contract amendment #2 with Rogers O'Brien Construction. The motion carried unanimously (7-0).

**CONSIDER, DISCUSS AND TAKE APPROPRIATE ACTION REGARDING THE
2022-2023 DISTRICT AND CAMPUS IMPROVEMENT PLANS**

Dr. Kincannon presented the 2022-2023 District and Campus Improvement Plans.

Jose Vidana made a motion, seconded by Jeremy Davis, to approve the 2022-2023 District and Campus Improvement Plans. The motion carried unanimously (7-0).

REVIEW AND DISCUSS COMPARATIVE ACCOUNTABILITY DATA

Denise Bell, Director of Accountability Systems and Data Analysis, presented comparative accountability data from Waco ISD and nine other districts within the region. Waco ISD's demographic data is unique in the region in terms of size and demographics.

**REVIEW AND DISCUSS REQUIRED DISTRICTWIDE INTRUDER DETECTION
AUDIT REPORT FINDINGS**

Dr. Kincannon discussed the Intruder Detection Audit Report Findings for Waco High School. She stated that a corrective action plan is being implemented in compliance with the Texas School Safety Center.

ANNOUNCEMENTS

Waco ISD's new Chief of Staff, Elizabeth Cox, made the following announcements:

- Tuesday, October 4, is Waco ISD Police Department's National Night Out. The event will take place from 6:00 p.m. - 8:00 p.m., at 2015 Alexander Avenue
- The groundbreaking for the new Waco High School is scheduled for Friday, October 7 at 9:00 a.m.
- Voter registration deadline is October 11
- Waco High School will present the musical "Into The Woods" October 13-16
- University High School will present the musical "Moana Jr." October 20 & 22
- Both bands will participate in the UIL Marching Contest on October 15 at Midway Stadium.

CONSIDERATION OF PERSONNEL

- Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
- Hear a Complaint or Charge Against an Officer or Employee

The Board did not go into closed session to discuss personnel.

ADJOURNMENT

The meeting was adjourned at 8:53 p.m.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: October 27, 2022

Contact Person: Kourtni Parnell

RE: Review and Discuss Reading Recovery Program

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Background Information:

The Board will receive an update on the Reading Recovery Program, an evidenced-based reading intervention that targets first and second-graders who are significantly behind in reading. Waco ISD began the application and planning process for Reading Recovery in 2020-2021 and launched the program at the beginning of the 2021-2022 school year.

Reading Recovery is a 12-20 week intervention that helps struggling readers catch up to their peers. Led by highly skilled teachers trained through Texas Woman's University (TWU), Reading Recovery is designed for one-on-one lessons tailored to meet student's individual needs and interests. The design of the Reading Recovery program requires that the lowest-achieving children are the first to be placed in available intervention spots. Waco ISD uses the Renaissance Star Reading assessment as a screening tool to identify students needing more intensive interventions. Students identified through Star Reading as having low achievement in reading are then given the Observation Survey of Early Literacy Achievement, which provides a systematic way of capturing early reading and writing behaviors. The Observation Survey is the primary assessment tool used in Reading Recovery and measures students on six different factors of literacy.

Over 1 million dollars in ESSER funding was allocated to support teacher leader coursework and training through Texas Woman's University, teacher leader stipends, travel, and materials needed to implement the intervention program with students over three years. Specific allocation amounts for each year of the implementation plan are provided in the table below.

ESSER Allocations for Reading Recovery	
School Year	Funding Amount
2021-2022	\$329,335
2022-2023	\$416,938
2023-2024	\$265,035

In year one of the program, three teacher leaders completed doctoral-level classes through TWU beginning in the fall of 2021. The teachers were assigned to Dean Highland Elementary, Mountainview Elementary, and South Waco Elementary, where they used their learning to launch the Reading Recovery Program as a tier-three intervention. Beginning this school year, the teacher leaders serve as adjunct instructors to provide the required graduate-level coursework to train additional Reading Recovery teachers. Each elementary principal selected an intervention teacher from their campus to begin the Reading Recovery training this school year. The lead Reading Recovery teachers are currently providing coursework, training, coaching, and supporting 14 new Reading Recovery teachers who are implementing the program on their respective campuses. Transitioning one interventionist per campus into the Reading Recovery role also provides another avenue of support for all first and second-grade teachers as the district works to instill exemplary practices for guided reading instruction across the district. During year three of the program, training will continue as we focus on strengthening Reading Recovery as a tier three intervention for students in first and second grades while also maximizing teacher support through coaching.

Fiscal Implications:

None

Administrative Recommendation(s):

Report only

Waco ISD

Reading Recovery



What is Reading Recovery?



A 12-20 week evidence-based intervention program



Led by teachers trained through Texas Woman's University



Designed for one-on-one lessons tailored to individual student needs and interests



The Launch

- Early intervention for literacy was identified as a priority for WISD
- Planning for Reading Recovery began in 2021
- ESSER funding was used for salaries, training and materials
 - 2021-2022: \$329,335
 - 2022-2023: \$416,938
 - 2023-2024: \$265,035
- Funding also supported a stipend for Reading Recovery Teacher Leaders
- A team consisting of C&I leadership interviewed ²⁸⁷ and hired three RR Teacher Leaders



Instructional Components

Identification

BOY Screening identifies students performing in the bottom 20%

Assessment

These students are given the Observation Survey of Early Literacy Achievement

Focuses

Student specific needs identified from assessments are targeted



Intervention

30 minute 1:1 lessons take place daily for 12-20 weeks

Student Centered

RR teacher tailors lessons to each child's unique learning process

Progress Monitoring

Learning is assessed along the way and adjustments are made

Lesson Components

Book Selection

Book at instructional level is chosen

Rereading

Student rereads previous day's book and is assessed

Word Work

RR teacher targets working with words and letters based on student's identified needs



Application

Students apply new learning through writing and composing stories

Comprehension

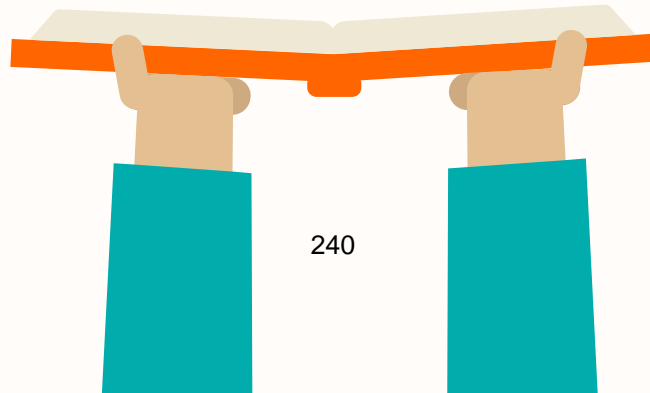
Student focuses on comprehension by reconstructing a story

New Book

RR teacher chooses a new book to use in the next lesson cycle

Instructional Goal

Provide students with the tools and processing strategies to read with understanding and ensure that students apply those strategies to classroom.





Our First Year 2021-2022

- RR Teacher Leaders completed doctoral level classes in a teacher leader training program through TWU in Fall 2021 and Spring 2022
- Waco ISD paid for the doctoral classes with ESSER funding



Our First Year 2021-2022



Our First Year

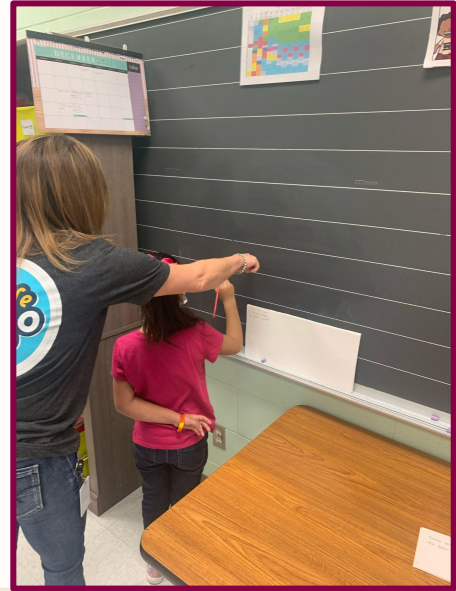
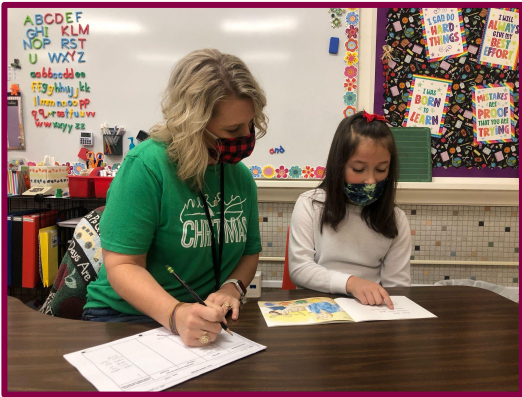
2021-2022



- Implemented on 3 campuses (DH, MTV, SW)
- RR teachers implemented lessons while learning to become a skilled observer of children's literacy behaviors
- Completed weekly assessments using running records to track growth
- Observed RR lessons and provided feedback/coaching to other RR lead teachers
- Provided coaching to first grade teachers in guided reading on the home campus



2021-2022 ~ Lessons Launch





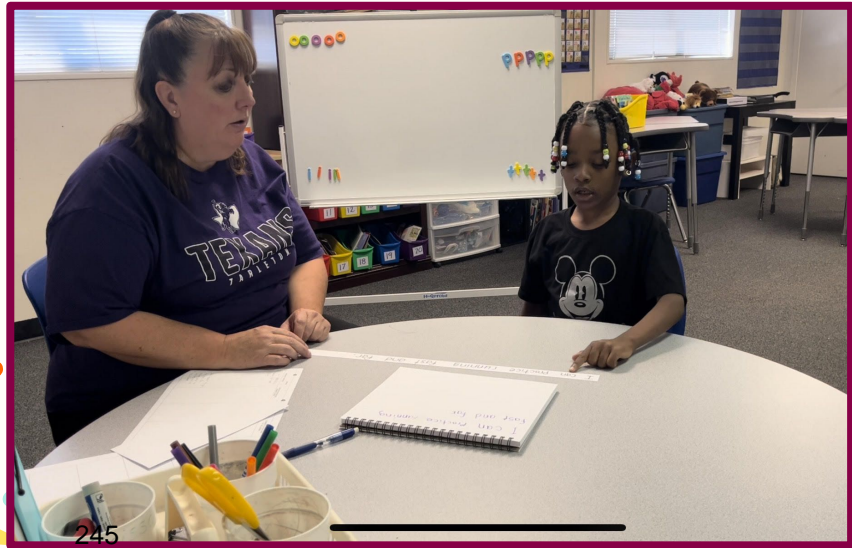
2022-2023 ~ Year Two



Expanded to 14 RR
teachers in training



Two Teacher Leaders



2022-2023: *Field Year*

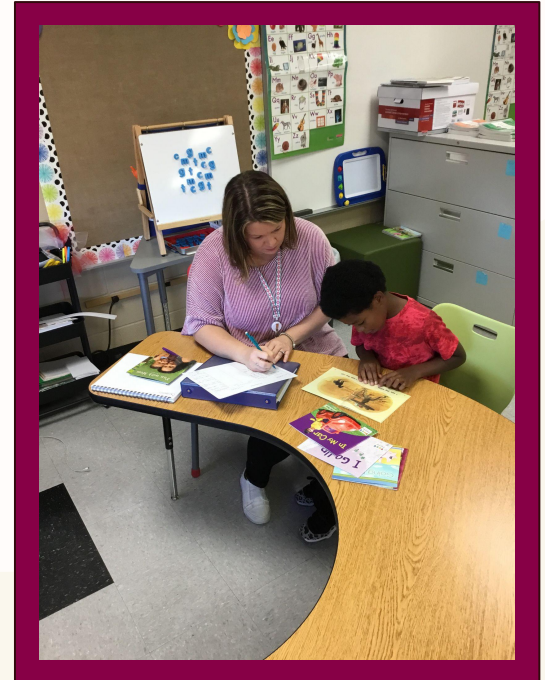
- RR teacher leaders teach graduate level courses to the 14 RR teachers in training
- Classes take place on Friday afternoons
- Continue to teach 4 students daily
- Continue PD session at TWU and regional RR conference
- Observe RR teachers in training and provide coaching feedback
- Coach first grade teachers on the home campus focusing on exemplary guided reading practices





Teachers in Training

- Enroll in 1 graduate level class at TWU paid for by WISD
- Grad course occurs on Friday afternoon
- Teach 4 students 1:1 through 30 minute lessons
- Receive coaching by teacher leader
- Observed by TWU faculty “behind the glass”
- Attend regional RR conference
- Continuing to provide supplemental instruction through tier three interventions in the SIT classroom
- Use RR practices in tier three interventions



2023-2024~Year Three

- ★ 16 trained RR teachers in the district
- ★ Work with 4 students, 30 mins 1:1
- ★ RR teachers will build the district's coaching capacity by working with campus 1st-2nd grade teachers on effective literacy practices
- ★ RR Leads will continue to coach and be a mentor to RR teachers
- ★ RR teachers will continue to attend trainings and conferences



Fall Reading Recovery Data 2021

Student Name	Entry Letter ID	Exit Letter ID	Entry Word Reading	Exit Word Reading	Entry Concepts About Print	Exit Concepts About Print	Entry Writing Vocabulary	Exit Writing Vocabulary	Entry Hearing & Recording Sounds in Words	Exit Hearing & Recording Sounds in Words	Entry Text Level	Exit Text Level	Weeks in Reading Recovery Lessons	Growth
Student 1	12	50	0	29	1	15	1	11	0	5	0	2	20	6 mth
Student 2	4	51	0	65	2	12	2	53	0	30	0	8	20	>1 yr
Student 3	39	52	0	68	4	15	4	66	11	29	0	7	20	>1 yr
Student 4	37	51	0	74	2	20	2	43	0	33	0	8	20	>1 yr
Student 5	33	46	0	72	6	16	1	43	0	25	0	8	20	>1 yr
Student 6	36	53	0	60	4	14	2	36	0	19	0	6	20	1 yr
Student 7	4	50	0	57	6	12	1	35	0	14	0	5	20	1 yr
Student 8	21	47	0	52	5	13	2	36	4	24	0	5	20	1 yr

Spring Reading Recovery Data 2022

Student Name	Entry Letter ID	Exit Letter ID	Entry Word Reading	Exit Word Reading	Entry Concepts About Print	Exit Concepts About Print	Entry Writing Vocabulary	Exit Writing Vocabulary	Entry Hearing & Recording Sounds in Words	Exit Hearing & Recording Sounds in Words	Entry Text Level	Exit Text Level	Weeks in Reading Recovery Lessons	Growth
Student 1	47	52	1	44	13	19	5	34	10	30	0	5	11	1 yr
Student 2	41	54	0	50	14	18	4	30	18	26	1	6	11	1 yr
Student 3	49	54	2	35	14	19	5	31	20	28	0	5	11	1 yr
Student 4	46	51	1	43	11	16	6	25	11	7	1	5	11	1 yr
Student 5	41	NA	0	NA	6	NA	4	NA	7	NA	0	NA	11	
Student 6	45	51	0	33	11	13	8	24	1	15	0	3	11	6 mth
Student 7	48	54	1	64	5	22	12	53	5	33	0	7	11	>1 yr
Student 8	48	54	5	53	11	17	250 16	42	18	28	1	7	11	>1 yr



Questions

THANK YOU!



Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: October 27, 2022

Contact Person: Trustees Davis & Guillory

RE: Discuss and Take Action Regarding Safety of the Design for Tennyson Middle School, G.W. Carver Middle School and Waco High School

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Background Information:

Trustees Jeremy Davis and Keith Guillory requested the addition of an agenda item for the Board to “Discuss and Take Action Regarding Safety of the Design for Tennyson Middle School, G.W. Carver Middle School and Waco High School.”

Fiscal Implications:

Unknown