

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

Thursday, December 15, 2022 - 6:00 PM

A Regular Meeting of the Board of Trustees of Waco Independent School District will be held December 15, 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. **Special Student Holiday Performance by the Hillcrest Elementary Showtime Company**
3. **City of Waco Proclamation**
4. **Moment of Silence and Pledge of Allegiance**
5. **Special Recognitions**
 - 5.A. Pledge Leaders
 - 5.B. Dave Campbell's Coach of the Week
 - 5.C. University High Trojans
 - 5.D. Thespian National Qualifiers
 - 5.E. Drum Along the Brazos
 - 5.F. Parents as Teachers
 - 5.G. Community Partner Award
6. **Public Comments on Agenda Items**
7. **Superintendent's Report**
 - 7.A. Holiday Performances
8. **Information Items/Reports**
 - 8.A. Monthly and Quarterly Financial Reports for the Period Ended November 30, 2022
 - 8.B. Report on gifts to Waco ISD
9. **Consent Agenda: Consider and Take Appropriate Action**
 - 9.A. Amendments to the 2022-2023 Budget
 - 9.B. Bid Award for Educational Consulting, Professional Development, and Other Student-Based Contracted Services
 - 9.C. Bid Award for Maintenance Supplies, Equipment, and Services

- 9.D. Bid Award for Special Education Consulting Services
- 9.E. Job Order Contract Renewal for Kitchen Equipment Repair Services
- 9.F. Purchases Over \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Service
- 9.G. Allowance Expenditure Authorization ("AEA") to Address Costs of the Remediation of the Building Pad to Waco High School
- 9.H. Approval of the Construction Manager At Risk (CMAR) Delivery Method for the New Kendrick Elementary School and the Renovation and Additions to South Waco Elementary School
- 9.I. Allowance Expenditure Authorization to Address Costs of the Demolition of the Existing Performing Arts Center (PAC) at Waco High School
- 9.J. Construction Materials Testing Services for Tennyson Middle School
- 9.K. Approval of Administrator Contract
- 9.L. Board of Trustee Meeting Minutes
 - 9.L.1. Regular Meeting - November 17, 2022
- 10. **Review and Discuss the Opportunity Culture Program**
Presenter: Dr. Josie Gutierrez
- 11. **Item Requested by Trustees**
 - 11.A. Discuss Campus Safety: "Behavioral Stats for the District and what plans have been implemented to improve behaviors; Review Out-Of-School Suspension Rates, In-School Suspension Rates, and Violent Incident Reports for our Current School Year, the Last School Year (2020-2021), and the 2018-2019 School Year at Each of Our Schools, Drug Use on Campus, Violent Incidents Involving Staff and Students, Intruder or Outsider Reported on Campus, Data from 2018-2022 for Primary and Secondary Campuses"
 - 11.B. "Discuss and Take Action Regarding Safety of the Design for Tennyson Middle School, G.W. Carver Middle School and Waco High School"
- 12. **Announcements**
- 13. **Consideration of Personnel**
 - 13.A. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
 - 13.B. Hear a Complaint or Charge Against an Officer or Employee
- 14. **Adjournment**

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: December 15, 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 December, Kailee Moya and Annie Uecker from Tennyson Middle School were selected for this honor.

Dave Campbell's Coach of the Week

Dave Campbell's Texas Football honors one head football coach in each classification with the Coach of the Week award. Each coach recognized with this special honor typifies the best in Texas high school football.

University High School Head Football Coach Kent Laster was recognized by Dave Campbell's Texas Football as 5A Coach of the Week during the 2022-2023 season.

According to Dave Campbell's Texas Football, "Coach Laster has south Waco buzzing as the Trojans improved to 3-3 on the season with a convincing 53-28 win over Pflugerville, the win makes University 2-0 in district play for the first time since 2012 and puts Waco U right in the middle of the playoff race."

University High School Trojans

The University High School Trojans clinched a playoff berth for the first time since 2009 and ended the season as 5A division II bi-district champions. The team's six wins this season are the most recorded since 2009. Here to accept recognitions tonight are:

Team Captain- Johnzay Fulbright, Naje Drakes, Paul Monrial, Ty'Eric Bernal and Ja'Ejuan Harris

District Most Valuable Player (MVP), Return Specialist- Mekhi Sandolph

Offensive Newcomer- London Smith
Defensive Newcomer-Joseph Caballero
Defensive Lineman of the Year- Ty Wagner

First Team Offense
Offensive Line- Paul Monrial and Ty'Eric Bernal
Quarterback- Jashaun Manghane
Tailback- Naje Drakes

First Team Defense
Tackle- Edgar Marquez
Outside Linebacker- Ja'Ejuan Harris
Safety- Dantrell Degrate and Naje Drakes

Thespian National Qualifiers

Students participated in the Texas Thespian State Festival held in Grapevine, Texas in November. Texas Thespians is the largest chapter in the nation with over 600 troupes, representing over 16,000 middle school and high school students. Students were able to meet their peers, attend workshops, and compete for a chance to qualify for nationals. The following students scored a superior rating which qualified them to compete at nationals which will take place this summer:

Waco High School

Lily Howell and Lydia Allen - Duet
Acting
Helen Goodman - Solo Musical
Andrew Eggers - Solo Musical
Deborah Hammond - Solo Musical
Briana Acevedo - Stage Management
De'asia Lee - Stage Management

University High School

Tay'rel Thompson – Monologue
Jamesha Pringle - Monologue
Avion Anderson - Monologue
Jordyn Ward - Monologue
Daisy Barco - Stage Management

Drums Along the Brazos

Drums Along the Brazos is an annual drumline ensemble competition held at College Station High School that began in 2012. This year, the competition debuted the first solo competition category.

University High School student Nick Ashby performed *Stickolas* and won an Outstanding Soloist award. He is the first student in the central Texas area to compete in and win the competition.

Parents as Teachers

Waco ISD Parents as Teachers has recently earned a prestigious endorsement from the Parents as Teachers National Center as a Blue-Ribbon Affiliate, making it one of the top-performing home visiting affiliates within the Parents as Teachers' international network.

The Waco ISD Parents as Teachers program includes home visits, group connections, child screenings, and introductions to community resources. The program equips parents with knowledge and resources to prepare their children for a stronger start in life and greater success in school. Waco ISD's Parents as Teachers program originated in the mid-1990s. The goal of the program is to prepare children and families for school entry, and serves families with children who are not yet enrolled in school from prenatal to just before preschool age.

Being a Blue-Ribbon Affiliate affirms that Waco ISD Parents as Teachers program is a high-quality member of the home visiting field, implementing the evidence-based Parents as Teachers model with fidelity.

The program completed their first Quality Endorsement and Improvement Process in 2016 and has maintained the Blue-Ribbon status for six consecutive years.

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 December, the district is recognizing McLennan County Pack of Hope. The program was founded in 2011 by Jane Bounds and Cliff Reece on the idea of helping those in need. Today, McLennan County Pack of Hope works with 17 school districts in McLennan County and nine Waco ISD schools. They provide eligible students in Waco ISD with bags of nutritious food from Friday through Sunday. They have fed over 6,000 Kinder through eighth grade students between September and December 2022.

Fiscal Implications:

None

Administration Recommendations:

For discussion only

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: Sheryl Davis

RE: Monthly and Quarterly Financial Reports for the Period Ended November 30, 2022

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Background Information:

Attached are the compiled November 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:

The Administration recommends that the Board of Trustees accept the monthly and quarterly financial reports for the period ended November 30, 2022, as presented.



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

Sheryl Davis
Chief Finance Officer

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

December 11, 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 November 30, 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 November 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, 2023.
- Expenditure: Totals on the "Statement of Revenues, Expenditures and Changes in Fund Balance" include expenditures occurring during the interim period reported. Balances will be adjusted to accrual basis at August 31, 2023. Outstanding encumbrances are included on the "Encumbrances and Expenditures by Fund, Function, and Object" schedule, only.
- 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 2022-2023 Revenues and Expenditures to Previous Fiscal Year as of November 30, 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 November have decreased \$127,221 over last year and, as a percent of estimated revenue, lag last year's by approximately 1.0%.

5730 Tuition and Fees – Current year revenue reflects an increase of \$18,572 over last year.

5740 Other Local Revenue – Revenues have increased \$261,717 over last year. This is primarily attributable to an increase in earnings on investments of \$325,348 offset by a reduction in pass-through collections for properties in the Tax Increment Reinvestment Zones of \$57,504.

5750 Extracurricular Activities – Although revenues shown on the November report have decreased \$111,640 from last year, it is anticipated that much of this decrease is due to timing differences in receipts.

5810 Per Capita and Foundation School Program Revenue – Revenue has decreased \$3.0 million from last year. Revenue reflects near final settlement payments due to the Texas Education Agency for the 2021-2022 fiscal year.

5900 Federal Sources Revenue – Revenues have decreased \$5.2 million from last year. This decrease is exclusively due to the recognition of E-Rate revenues in 2021-2022. Those revenues were offset by like expenditures for technology purchases under the Emergency Connectivity Funding.

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 \$7.6 million is primarily due to the above mentioned technology expenditures recognized in last year's statements as well as reductions in staff due to enrollment losses and the elimination of instructional aides to accommodate salary increases. Additionally, approximately \$860,000 in salaries and benefits for dyslexia specialists have been picked up by ESSER funds. While this change in funding sources was implemented during 2021-2022, it had not yet occurred for November 2021 reporting. It is planned that ESSER funds will continue to pay for those salaries for the next two fiscal years.

12 Instructional Resources & Media – Expenditures have decreased \$214,676. This is a result of professional librarian and instructional media staff being funded through federal stimulus grants with an accompanying reduction of library aides in the general fund.

13 Curriculum & Instructional Staff Development – The decrease in expenditures of \$151,543 is due to a decrease in the instructional specialist positions to fund supplemental instructional teachers funded in function 11.

41 General Administration – Expenditures have increased \$118,209 over last year. This increase is exclusively due to increases in payroll costs, salaries and benefits. \$57,827 of those increases is attributable to positions in the Transformation Zone.

51 Plant Maintenance and Operations -- \$247,029 of the \$303,992 increase in expenditures is due to the increase in property insurance premiums. This increase was anticipated in developing the 2022-2023 budget.

52 Security and Monitoring Services – The \$60,813 increase in expenditures is due to the receipt of the remaining two vehicles ordered in the summer of 2021.

53 Data Processing Services – Expenditures have increased 13.2% or \$195,446 is primarily due to the increase in the cost of various software licenses utilized in financial, instructional, and student applications. Again, these increases were anticipated in developing the 2022-2023 budget.

61 Community Services – The 62.2% increase in expenditures results from timing differences in the payment Communities in Schools' invoices. At this time last year no payments had been made.

81 Facilities Acquisition and Construction – Expenditures have decreased \$4.6 million due to the completion of the Paul Tyson Stadium project in 2021-2022.

95 Juvenile Justice Program – The increase in expenditures of \$42,362 is due in part to increased participation in the program. Additionally, several positions left vacant in the 2021-2022 school year have been filled this year.

99 Other Intergovernmental Charges – Payments to the McLennan County Appraisal District have decreased \$138,698 from last year. This decrease is due to a timing difference in the payment of the second quarter's invoice. With the schedule of accounts payable check runs, the payment was made December 1, 2022, this year and will be reflected in the December statements. The District's share of the Appraisal District's budget for 2022-2023 will result in an increase in cost of 3%.

Child Nutrition Fund

Revenues:

5740 Other Local Revenues – The reduction in other local revenues in the current year is due to the recording of a loss in net asset value (NAV) for a prior year investment. With the increase in interest rates, a number of investments have decreased in market value. Most of these have matured or will mature shortly and are being reinvested at higher rates.

5750 Extracurricular Activities – Revenues generated through adult meals and catering have increased \$20,092 over last year.

5900 Federal Sources Revenue – Federal reimbursements for meals have decreased \$163,005 from last year. While the percentage of students participating has increased slightly over last year's slow start, enrollments are down. Additionally, as a participant in the Community Eligibility Program, where all of our students are eligible for free meals, the District's percentage of reimbursement is based on direct certification from enrollment in other need-based programs for

low-income students, such as SNAP, TANF, Medicaid, children in foster care or identified as homeless, migrant, or eligible for state-sponsored pre-kindergarten programs, as of April 1st. The District will be reimbursed at 95% for the 2022-2023 school year rather than the 100% received for the past five years under the program.

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 \$37,073 over last year. Most of the increase is due to timing of food and non-food orders. Staffing vacancies are still significant, running at almost 30%.

Debt Service Fund

Revenues:

5710 Local Property Taxes – Property tax collections at the end of November have increased \$724,985 in comparison to last year. The additional collections are due to valuation increases as well as an increase in the Interest and Sinking tax rate from \$0.22024 to \$0.298969 per \$100 of valuation.

5740 Other Local Revenue – Because of the expiration of the District’s participation in Tax Increment Zones 1 and 2, pass-through property tax collections for those properties have decreased \$108,187. This decrease in revenue is offset by a like decrease in pass-through expenditures shown in function 97. The decrease in TIF revenue is partially offset by an increase in investment income of \$28,619.

Functional Expenditures:

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

97 Payments to Tax Increment Fund – Expenditures have decreased \$108,187 from last year.

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 November 30, 2022, expenditures exceeded revenues by \$40,615, an improvement of \$277,874 over last year. The improvement is due, in part, to the increase in contribution rates for health insurance that was effective January 1, 2022. The following chart reflects net operations for the various programs accounted for in the fund:

Program	Revenues	Expenditures	Net
Group Health Insurance	\$ 3,410,248	\$ 3,425,533	\$ (15,285)
Unemployment Compensation	28,324	3,052	25,272
Workers' Compensation	88,593	125,099	(36,506)
Wellness Programs*	0	14,096	(13,513)
Total	\$ 3,527,165	\$ 3,567,780	\$ (40,615)

*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 \$3,052 for the year. This amount is net of credits of \$2,174 due to claims audits on individuals.

While workers' compensation claims expenditures have decreased \$5,076 from last year, the administrative fee for the program is now due at the beginning of the fiscal year rather than in monthly installments. This difference in timing results in an increase of \$77,455 in the current year.

Reserves for estimated incurred-but-not-reported (IBNR) claims for the fully self-funded health insurance plan totaled \$675,169 for medical claims and \$46,395 for prescription drugs, at August 31, 2022. Additionally, reserves for the estimated allocated loss adjustment expense (ALAE) for the partially self-funded workers' compensation plan totaled \$300,617. The unaudited beginning net position at September 1, 2022 was \$2,992,233.

Tax Collections

Cumulative value adjustments as of November 30, 2022, have increased the certified taxable values by \$23.3 million bringing the adjusted taxable value to \$8,780,689,571. This is an increase of \$1.6 billion over last year's adjusted value at this point in time.

The number of accounts paid has increased 317 over this time last year, current year tax collections have increased \$119,716 while collections on prior years' levies with related penalties, interest, and attorney fees have increased \$255,899. Much of that increase is due to refunds made in settlement of prior years' value appeals in the 2021-2022 fiscal year.

Taxes receivable at November 30, 2022, total \$99,307,255.

Waco Independent School District
BALANCE SHEET
GENERAL FUND
As of November 30, 2022

ASSETS

Cash and Temporary Investments	\$	68,849,344
Property Taxes Receivable, Net of Allowance of \$2,167,519		655,211
Due from Other Governments		11,504
Accrued Interest		212,144
Due from Other Funds		34,243,474
Other Receivables		30,650
Inventories		328,155
Deferred Expenditures		5,421
Total Assets	\$	<u>104,335,903</u>

LIABILITIES

Accounts Payable	\$	2,172,523
Other Current Liabilities		29,191
Payroll Withholdings and Contributions Payable		1,820,689
Accrued Wages Payable		9,452,888
Due to Other Funds		28,393,630
Due to Other Governments		4,740,635
Total Liabilities	\$	<u>46,609,556</u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	\$	<u>655,211</u>
Total Deferred Inflows of Resources	\$	<u>655,211</u>

FUND BALANCES

Nonspendable Fund Balance	\$	328,155
Restricted Fund Balance		1,988,730
Committed Fund Balance		3,759,156
Unassigned Fund Balance		50,995,095
Total Fund Balances	\$	<u>57,071,136</u>
Total Liabilities and Fund Balances	\$	<u>104,335,903</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended November 30, 2022

	GENERAL FUND						Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
	Adopted Budget	Amended Budget	(Memo) Monthly		(Memo) Year-to-Date				
			Current 11/30/2022	Prior Year 11/30/2021	Current 11/30/2022	Prior Year 11/30/2021			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 81,805,900	81,805,900	4,648,616	4,061,545	6,741,804	6,869,025	(75,064,096)	8.24%	9.25%
5720 Services to Other Districts	74,000	74,000	7,004	6,459	23,458	21,729	(50,542)	31.70%	24.10%
5730 Tuition & Fees	193,000	193,000	21,401	4,554	58,387	39,815	(134,613)	30.25%	46.84%
5740 Other Local Revenue	468,300	468,300	185,477	474,958	373,430	111,713	(94,870)	79.74%	10.30%
5750 Extracurricular Activities	390,400	390,400	20,082	132,537	132,433	244,073	(257,967)	33.92%	110.44%
5760 Intermediate Source (C.E.D.)	1,000,000	1,000,000	-	-	-	-	(1,000,000)	0.00%	0.00%
Total Local Sources	\$ 83,931,600	83,931,600	4,882,580	4,680,053	7,329,512	7,286,355	(76,602,088)	8.73%	9.68%
STATE SOURCES									
5810 Per Capita & FSP Act	\$ 58,788,960	58,798,530	6,760,329	6,966,887	35,193,977	38,216,098	(23,604,553)	59.86%	48.80%
5830 Other State Program	7,165,711	7,165,711	534,284	581,425	1,601,088	1,714,404	(5,564,623)	22.34%	23.61%
Total State Sources	\$ 65,954,671	65,964,241	7,294,613	7,548,312	36,795,065	39,930,502	(29,169,176)	55.78%	46.66%
FEDERAL SOURCES									
5900 Federal Sources Revenue	8,090,727	8,090,727	95,996	65,056	246,599	5,446,145	(7,844,128)	3.05%	139.33%
Total Revenues	\$ 157,976,998	157,986,568	12,273,189	12,293,421	44,371,176	52,663,002	(113,615,392)	28.09%	31.96%
EXPENDITURES									
11 Instruction	\$ 88,908,434	88,949,983	6,936,304	7,140,430	23,515,692	31,072,602	65,434,291	26.44%	34.49%
12 Instructional Resources & Media	558,313	558,313	35,239	73,034	155,967	370,643	402,346	27.94%	35.05%
13 Curriculum & Staff Development	4,368,265	4,272,785	229,860	282,968	874,457	1,026,000	3,398,328	20.47%	22.39%
21 Instructional Leadership	4,131,369	4,028,540	265,877	260,098	958,630	930,914	3,069,910	23.80%	24.63%
23 School Leadership	10,144,781	10,368,497	792,184	801,694	2,714,099	2,668,902	7,654,398	26.18%	26.15%
31 Guidance, Counseling & Evaluation	5,785,954	5,787,954	443,123	440,829	1,518,786	1,506,089	4,269,168	26.24%	27.71%
32 Social Work Services	806,369	806,369	55,971	61,090	186,474	204,249	619,895	23.13%	22.75%
33 Health Services	1,501,102	1,528,102	128,306	119,995	425,928	410,051	1,102,174	27.87%	26.24%
34 Student Transportation	3,761,600	5,281,802	137,001	187,378	756,392	738,130	4,525,410	14.32%	16.45%
35 Food Services	-	-	-	-	-	-	-	0.00%	0.00%
36 Extracurricular Activities	5,686,449	5,776,230	355,626	400,517	1,539,727	1,529,667	4,236,503	26.66%	27.44%
41 General Administration	7,323,927	7,427,983	503,698	495,420	1,799,857	1,681,648	5,628,126	24.23%	24.09%
51 Plant Maintenance & Operations	17,617,917	19,793,811	1,629,768	1,220,701	5,131,056	4,827,064	14,662,755	25.92%	24.02%
52 Security & Monitoring Services	2,765,386	2,904,852	171,181	199,941	703,584	642,721	2,201,268	24.22%	22.46%
53 Data Processing Services	4,289,383	4,324,854	219,004	155,769	1,675,373	1,479,927	2,649,481	38.74%	37.95%
61 Community Services	487,519	699,019	45,017	32,728	158,197	97,555	540,822	22.63%	16.18%
71 Debt Service	345,000	345,000	-	-	-	-	345,000	0.00%	0.00%
81 Facilities Acquisition & Construction	-	601,957	73,392	1,622,178	141,773	4,764,460	460,184	0.00%	0.00%
93 Shared Services Arrangements	345,000	345,000	-	-	-	-	345,000	0.00%	0.00%
95 Juvenile Justice Program	650,000	650,000	-	-	145,207	102,845	504,793	22.34%	14.69%
97 Payments to Tax Increment Fund	25,000	25,000	289	448,156	(41,056)	330,249	66,056	-164.22%	5.05%
99 Other Intergovernmental Charges	808,424	808,424	-	194,376	194,376	333,074	614,048	24.04%	40.60%
Total Expenditures	\$ 160,310,192	165,284,475	12,021,840	14,137,302	42,554,519	54,716,840	122,729,956	25.75%	29.51%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (2,333,194)	(7,297,907)	251,349	(1,843,881)	1,816,657	(2,053,838)	9,114,564		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	-	-		
8900 Other Uses	(1,030,292)	(1,030,292)	-	-	-	-	(1,030,292)		
Total Other Financing Source (Uses)	\$ (1,030,292)	(1,030,292)	-	-	-	-	(1,030,292)		
Total Changes in Fund Balances	\$ (3,363,486)	(8,328,199)	251,349	(1,843,881)	1,816,657	(2,053,838)	10,144,856		
Fund Balances, Beginning	41,078,214	53,543,236			55,254,479	53,543,235	1,711,243		
Fund Balances, Ending	\$ 37,714,728	45,215,037			57,071,136	51,489,397	11,856,099		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
GENERAL FUND
For the Period Ended November 30, 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	11/30/2022	11/30/2021
		6000	6000	6000	6000	6000	6000	6000	6000
11	Instruction	\$ 22,653,497	298,555	863,337	213,843	-	5,465	24,034,697	31,957,295
12	Instructional Resources & Media	118,919	35,145	3,017	149	-	-	157,230	373,356
13	Curriculum & Staff Development	714,037	202,137	40,424	77,265	-	-	1,033,863	1,118,407
21	Instructional Leadership	838,546	126,794	37,592	117,941	-	-	1,120,873	1,005,303
23	School Leadership	2,621,504	34,637	82,150	37,869	-	-	2,776,160	2,714,508
31	Guidance, Counseling & Evaluation	1,434,510	127,333	11,967	9,413	-	-	1,583,223	1,518,504
32	Social Work Services	184,317	1,809	3,894	3,676	-	-	193,696	207,220
33	Health Services	419,229	20	13,796	384	-	-	433,429	420,169
34	Student Transportation	-	3,045,134	151,488	2,020	-	89,950	3,288,592	2,668,297
35	Food Services	-	-	-	-	-	-	-	38,290
36	Co/Extracurricular Activities	851,072	275,147	349,546	425,037	-	80,225	1,981,027	2,064,331
41	General Administration	1,247,745	445,804	157,546	241,519	-	-	2,092,614	2,018,102
51	Plant Maintenance & Operations	1,947,285	3,334,425	702,771	1,020,539	-	195,127	7,200,147	6,610,182
52	Security & Monitoring Services	459,801	433,356	122,406	3,076	-	74,338	1,092,977	1,153,098
53	Data Processing Services	431,432	302,387	1,189,229	13,976	-	79,764	2,016,788	1,602,450
61	Community Services	77,461	283,593	3,309	4,094	-	-	368,457	169,663
71	Debt Service	-	-	-	-	-	-	-	-
81	Facilities Acquisition & Construction	-	-	-	-	-	497,239	497,239	14,102,066
93	Shared Services Arrangements	-	-	-	-	-	-	-	-
95	Juvenile Justice Program	-	-	-	145,207	-	-	145,207	102,845
97	Payments to Tax Increment Fund	-	-	-	(41,057)	-	-	(41,057)	(112,128)
99	Other Intergovernmental Charges	-	194,376	-	-	-	-	194,376	333,074
Total Expenditures & Encumbered Funds		\$ 33,999,355	9,140,652	3,732,472	2,274,951	-	1,022,108	50,169,538	70,065,032

Waco Independent School District
BALANCE SHEET
CHILD NUTRITION FUND
As of November 30, 2022

ASSETS

Cash and Temporary Investments	\$ 4,894,961
Due from Other Governments	2,270,111
Accrued Interest	10,005
Due from Other Funds	<u>132,196</u>
Total Assets	<u><u>\$ 7,307,273</u></u>

LIABILITIES

Accounts Payable	\$ 674,874
Accrued Wages Payable	196,487
Due to Other Funds	-
Total Liabilities	<u><u>\$ 871,361</u></u>

FUND BALANCES

Restricted Fund Balance	\$ 6,435,912
Total Fund Balances	<u><u>\$ 6,435,912</u></u>
Total Liabilities and Fund Balances	<u><u>\$ 7,307,273</u></u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended November 30, 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 11/30/2022	Prior Year 11/30/2021	Current 11/30/2022	Prior Year 11/30/2021			
REVENUES									
LOCAL SOURCES									
5740 Other Local Revenue	\$ 32,000	32,000	3,063	422	(2,058)	908	(34,058)	-6.43%	3.63%
5750 Extracurricular Activities	403,000	403,000	75,235	65,998	186,125	166,033	(216,875)	46.18%	41.21%
Total Local Sources	\$ 435,000	435,000	78,298	66,420	184,067	166,941	(250,933)	42.31%	39.01%
STATE SOURCES									
5820 Other State Program (TEA)	\$ -	-	-	-	-	-	-	0.00%	0.00%
Total State Sources	\$ -	-	-	-	-	-	-	0.00%	0.00%
FEDERAL SOURCES									
5900 Federal Sources Revenue	\$ 9,485,099	9,573,543	1,112,980	1,128,732	3,343,530	3,506,535	(6,230,013)	34.92%	38.36%
Total Revenues	\$ 9,920,099	10,008,543	1,191,278	1,195,152	3,527,597	3,673,476	(6,480,946)	35.25%	38.39%
EXPENDITURES									
35 Food Services	\$ 10,978,538	12,686,159	815,637	800,201	2,767,970	2,730,897	9,918,189	21.82%	24.13%
Total Expenditures	\$ 10,978,538	12,686,159	815,637	800,201	2,767,970	2,730,897	9,918,189	21.82%	24.13%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (1,058,439)	(2,677,616)	375,641	394,951	759,627	942,579	3,437,243		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	-	-		
8900 Other Uses	-	-	-	-	-	-	-		
Total Other Financing Sources (Uses)	\$ -	-	-	-	-	-	-		
Total Changes in Fund Balances	\$ (1,058,439)	(2,677,616)	375,641	394,951	759,627	942,579	3,437,243		
Fund Balances, Beginning	2,758,147	4,689,546			5,676,285	4,689,546	986,739		
Fund Balances, Ending	\$ 1,699,708	2,011,930			6,435,912	5,632,125	4,423,982		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
CHILD NUTRITION FUND
For the Period Ended November 30, 2022

							<i>(Memo)</i>
	Payroll Costs	Purchased & Contracted Services	Supplies & Materials	Other Operating Costs	Capital Outlay	Total Year-to-Date 11/30/2022	Total Year-to-Date 11/30/2021
	<u>6100</u>	<u>6200</u>	<u>6300</u>	<u>6400</u>	<u>6600</u>	<u>6000</u>	<u>6000</u>
35 Food Services	\$ 591,142	1,126,674	432,078	1,829	1,686,043	3,837,766	4,570,055
Total Expenditures & Encumbered Funds	<u>\$ 591,142</u>	<u>1,126,674</u>	<u>432,078</u>	<u>1,829</u>	<u>1,686,043</u>	<u>3,837,766</u>	<u>4,570,055</u>

Waco Independent School District
BALANCE SHEET
DEBT SERVICE FUND
As of November 30, 2022

ASSETS

Cash and Temporary Investments	\$ 6,204,764
Property Taxes Receivable, Net of Allowance of \$480,335	143,226
Due from Other Governments	2,178
Due from Other Funds	<u>-</u>
Total Assets	<u>\$ 6,350,168</u>

LIABILITIES

Accounts Payable	\$ -
Due to Other Funds	32,062
Due to Other Governments	<u>(37)</u>
Total Liabilities	<u>\$ 32,025</u>

DEFERRED INFLOWS OF RESOURCES

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

FUND BALANCES

Restricted Fund Balance	<u>\$ 6,174,917</u>
Total Fund Balances	<u>\$ 6,174,917</u>
Total Liabilities and Fund Balances	<u>\$ 6,350,168</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended November 30, 2022

DEBT SERVICE FUND										
		(Memo)				(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
		Monthly		Year-to-Date						
Adopted Budget	Amended Budget	Current 11/30/2022	Prior Year 11/30/2021	Current 11/30/2022	Prior Year 11/30/2021					
REVENUES										
LOCAL SOURCES										
5710	Local Property Taxes	\$ 24,654,348	24,654,348	1,469,436	873,202	2,106,822	1,381,837	(22,547,526)	8.55%	9.28%
5740	Other Local Revenue	25,000	25,000	14,591	97,082	22,169	101,737	(2,831)	88.68%	9.56%
	Total Local Sources	<u>\$ 24,679,348</u>	<u>24,679,348</u>	<u>1,484,027</u>	<u>970,284</u>	<u>2,128,991</u>	<u>1,483,574</u>	<u>(22,550,357)</u>	<u>8.63%</u>	<u>9.30%</u>
STATE SOURCES										
5820	Other State Program (TEA)	\$ 221,700	221,700	-	286,169	-	286,169	(221,700)	0.00%	0.00%
	Total State Sources	<u>\$ 221,700</u>	<u>221,700</u>	<u>-</u>	<u>286,169</u>	<u>-</u>	<u>286,169</u>	<u>(221,700)</u>	<u>0.00%</u>	<u>0.00%</u>
	Total Revenues	<u>\$ 24,901,048</u>	<u>24,901,048</u>	<u>1,484,027</u>	<u>1,256,453</u>	<u>2,128,991</u>	<u>1,769,743</u>	<u>(22,772,057)</u>	<u>8.55%</u>	<u>10.89%</u>
EXPENDITURES										
71	Debt Service	\$ 24,896,048	24,896,048	3,500	2,450	(5,250)	3,500	24,901,298	-0.02%	0.02%
97	Payments to Tax Increment Fund	5,000	5,000	62	96,347	(8,606)	99,581	13,606	-172.12%	9.30%
	Total Expenditures	<u>\$ 24,901,048</u>	<u>24,901,048</u>	<u>3,562</u>	<u>98,797</u>	<u>(13,856)</u>	<u>103,081</u>	<u>24,914,904</u>	<u>-0.06%</u>	<u>0.60%</u>
	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	-	1,480,465	1,157,656	2,142,847	1,666,662	2,142,847		
OTHER FINANCING SOURCES (USES)										
7900	Other Sources	-	-	-	-	-	-	-		
8900	Other Uses	-	-	-	-	-	-	-		
	Total Other Financing Source (Uses)	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		
	Total Changes in Fund Balances	<u>\$ -</u>	<u>-</u>	<u>1,480,465</u>	<u>1,157,656</u>	<u>2,142,847</u>	<u>1,666,662</u>	<u>2,142,847</u>		
	Fund Balances, Beginning	4,816,349	4,866,235			4,032,070	4,866,235	(834,165)		
	Fund Balances, Ending	<u>\$ 4,816,349</u>	<u>4,866,235</u>			<u>6,174,917</u>	<u>6,532,897</u>	<u>1,308,682</u>		

Waco Independent School District
Statement of Net Position
Proprietary Fund
As of November 30, 2022

	Governmental Activities ----- Internal Service Fund
Assets	
Current assets:	
Due from other funds	\$ 4,216,802
Other receivables	(92,576)
Total Assets	\$ 4,124,226
Liabilities	
Current liabilities:	
Accounts payable	\$ 226,131
Other current liabilities	946,477
Total current liabilities	\$ 1,172,608
Total liabilities	\$ 1,172,608
Net position	
Unrestricted net position	\$ 2,951,618
Total net position	\$ 4,124,226

Waco Independent School District
Statement of Revenues, Expenses, and Changes in Net Position
Budget and Actual
For the Period Ended November 30, 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 11/30/2022	Prior Year 11/30/2021	Current 11/30/2022	Prior Year 11/30/2021			
Operating revenues:								
Employee contributions:								
Group health	\$ 3,631,100	277,143	260,142	839,431	776,379	(2,791,669)	23.12%	16.83%
Assessments to other funds:								
Group health	10,236,500	752,210	758,391	2,570,818	2,268,706	(7,665,682)	25.11%	15.41%
Unemployment	112,000	9,464	19,492	28,324	58,607	(83,676)	25.29%	25.24%
Workers compensation	358,000	29,668	20,096	88,592	60,582	(269,408)	24.75%	17.60%
Prescription drug rebates	1,187,000	-	247,405	-	247,405	(1,187,000)	0.00%	0.00%
Insurance recovery	-	-	-	-	-	-	0.00%	0.00%
Total operating revenues	<u>\$ 15,524,600</u>	<u>1,068,485</u>	<u>1,305,526</u>	<u>3,527,165</u>	<u>3,411,679</u>	<u>(11,997,435)</u>	<u>22.72%</u>	<u>14.92%</u>
Operating expenses:								
Administrative fees	\$ 1,344,000	85,749	101,817	370,843	413,939	973,157	27.59%	20.27%
Claims expense:								
Medical claims	9,431,000	560,378	605,018	1,848,609	2,046,862	7,582,391	19.60%	20.16%
Prescription drug claims	3,928,000	347,481	259,733	969,804	835,429	2,958,196	24.69%	14.66%
Unemployment	102,000	-	-	3,052	-	98,948	2.99%	0.00%
Workers compensation	260,000	-	-	21,826	26,902	238,174	8.39%	4.03%
Stop-loss insurance	1,739,000	116,016	133,396	339,550	399,611	1,399,450	19.53%	8.17%
Wellness Program	67,000	200	3,625	14,096	7,425	52,904	21.04%	7.04%
Total operating expenses	<u>\$ 16,871,000</u>	<u>1,109,824</u>	<u>1,103,589</u>	<u>3,567,780</u>	<u>3,730,168</u>	<u>13,303,220</u>	<u>21.15%</u>	<u>16.79%</u>
Change in net position	\$ (1,346,400)	<u>(41,339)</u>	<u>201,937</u>	<u>(40,615)</u>	<u>(318,489)</u>	<u>1,305,785</u>		
Net position:								
Net position, beginning	\$ 3,187,944			2,992,233	3,564,375	(195,711)		
Net position, ending	<u>\$ 1,841,544</u>			<u>2,951,618</u>	<u>3,245,886</u>	<u>1,110,074</u>		

Waco Independent School District
Statement of Cash Flows
For the Period Ended November 30, 2022

Proprietary Fund

	Governmental Activities Internal Service Fund
Cash flows from operating activities:	
Cash received from employee contributions	\$ 277,143
Cash received from assessments to other funds	832,681
Cash payments for claims	(907,859)
Cash payments for stop loss premiums	(116,016)
Cash payments for professional and contracted services	(85,749)
Cash payments for wellness program	(200)
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 loss	\$ (41,339)
Effects of increases and decreases in current assets and liabilities:	
Decrease in receivables	(14,065)
Decrease in accounts payable	131,573
Increase in current liabilities	(76,169)
Net cash provided by operating activities	\$ -

Waco Independent School District
TAX COLLECTION REPORT
For the Quarter Ended November 30, 2022

	Year-to-Date	
	Current 11/30/2022	Prior Year 11/30/2021
Certified Taxable Value	\$ 8,757,329,270	\$ 7,261,923,785
Cumulative Value Adjustments	23,360,301	272,711,948
Adjusted Taxable Value	\$ 8,780,689,571	\$ 7,534,635,733
Tax Rate	\$ 1.241869	\$ 1.244640
Paid Accounts	9,240	8,923

	Quarter		Year-to-Date	
	Current 11/30/2022	Prior Year 11/30/2021	Current 11/30/2022	Prior Year 11/30/2021
Collections:				
Current Year	\$ 8,469,473	\$ 8,349,757	8,469,473	8,349,757
Prior Years	181,499	(74,400)	181,499	(74,400)
Penalties & Interest	147,992	91,534	147,992	91,534
Other	109,909	95,125	109,909	95,125
Total Collections	\$ 8,908,873	\$ 8,462,015	8,908,873	8,462,016
Disbursements:				
Payments to Tax Increment Fund	\$ 50,467	\$ (20,921)	50,467	(20,921)
Current year payments due to the Tax Increment Fund	(134,044)	(537,485)	(134,044)	(537,485)
Attorney Fees	(109,909)	(95,125)	(109,909)	(95,125)
Appraisal Commission Fees	(223)	(390)	(223)	(390)
Total Disbursements	\$ (193,709)	\$ (653,920)	(193,709)	(653,921)
Net Cash Inflow	\$ 8,715,164	\$ 7,808,095	8,715,164	7,808,094

Collections as a Percent of Original Levy:				
Current Collections	8.1%	9.7%	8.1%	9.7%
Total Collections	8.3%	9.7%	8.3%	9.7%

	Current Year's Levy	Prior Years' Levies	Total
Taxes Receivable at Period End:			
Beginning Balance	\$ -	3,446,292	3,446,292
Tax Levy	104,503,899	-	104,503,899
Levy Adjustments	245,382	(237,346)	8,036
Levy Paid	(8,469,473)	(181,499)	(8,650,971)
Ending Balance	\$ 96,279,808	3,027,447	99,307,255



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

Sheryl Davis
Chief Finance Officer

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

December 11, 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 November 30, 2022. As of that date, the District had approximately \$19.3 million in on demand deposits at Extraco Bank. Another \$24.7 million was deposited in other FDIC insured investments including: \$2.4 million in the Texas Range Certificate of Deposit program, \$10.2 million in a TFNB Insured Deposit Program, and \$11.9 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 \$288.7 million.

Additionally, the District had \$18.2 million invested in the Texas TERM program, these investments are record at net asset value, and \$1,000,000 invested in a government agency security with the Federal Home Loan Mortgage Corporation (Freddie Mac). As of the end of November, the District had net unrecognized losses in fair value of \$69,748. Accrued interest on investments totaled \$137,001.

Total cash and investments for the District as of November 30, 2022 was \$351.9 million. This is up \$61.6 million from total cash and investments at the end of the last quarter, due primarily to the issuance of \$75 million in Series 2022B bonds in September. Approximately \$6.0 million of the total cash and investments is restricted for debt service, \$4.9 million for Child Nutrition Services, and \$271.3 million for capital projects funds. Cash, from the issuance of General Obligation Bonds, Series 2022B, in the amount of \$75.0 million was received on September 28, 2022.

Also attached is the cash flow projection for the quarter ending February 28, 2023. If you have any questions, please do not hesitate to call.

Sheryl Davis
Chief Finance Officer
Business and Financial Services

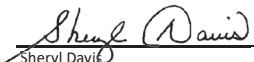
Waco Independent School District
CASH AND INVESTMENT REPORT
For the Quarter Ended November 30, 2022
REPORT OF INVESTMENT ACTIVITY

Description	Coupon or Average Rate of Return	Weighted Average Maturity or Maturity Date	Market Value 8/31/2022	Book Value 8/31/2022	Interest Earnings	Purchases & Transfers In	Sales & Transfers Out	Changes in Market Value	Market Value 11/30/2022	Book Value 11/30/2022	Accrued Interest
CASH IN DEPOSITORY (EXTRACO):											
Operating Revenues	0.000%		\$ 4,496,187	\$ 4,496,187	\$ -				\$ 6,376,716	\$ 6,376,716	\$ -
Accounts Payable	0.000%		774,548	774,548	-				3,160,754	3,160,754	-
Payroll	0.000%		227,390	227,390	-				128,234	128,234	-
District Activity	0.050%		674,604	674,604	91				818,840	818,840	-
Child Nutrition Services	0.050%		3,626,195	3,626,195	468				3,903,280	3,903,280	-
High Yield Money Market	0.790%		250,882	250,882	563				251,446	251,446	-
Capital Projects 2022	0.000%		18,565,920	18,565,920	-				4,615,903	4,615,903	-
Total Cash in Depository (Extraco)			28,615,725	28,615,725	1,122				19,255,172	19,255,172	-
FDIC INSURED INVESTMENTS:											
Texas Range-Certificate of Deposit Program											
General Fund			2,459,000	2,459,000	-	\$ 478,000	\$ (496,000)	\$ -	2,441,000	2,441,000	16,872
Child Nutrition Services			244,000	244,000	-	-	-	-	244,000	244,000	2,645
Landing Rock-FDIC Insured Deposit Program											
General Fund	1.700%		8,620,832	8,620,832	53,748	-	-	-	8,674,580	8,674,580	-
Debt Service Fund	1.700%		3,194,279	3,194,279	19,915	-	-	-	3,214,194	3,214,194	-
TFNB-FDIC Insured Deposit Program	2.500%		7,077,091	7,077,091	44,246	-	-	-	7,121,337	7,121,337	-
TFNB-FDIC Insured Deposit Program	2.500%		3,020,219	3,020,219	18,882	-	-	-	3,039,101	3,039,101	-
Total Other FDIC Insured Investments			24,615,420	24,615,420	136,792	478,000	(496,000)	-	24,734,212	24,734,212	19,517
PUBLIC FUNDS INVESTMENT POOLS											
LONE STAR: (S&P Rating = AAAM)											
Corporate Overnight Plus Fund	2.480%	18	1,012,579	1,012,579	8,366	-	-	-	1,020,945	1,020,945	-
Government Overnight Fund											
General Fund	2.190%	6	3,796,480	3,796,480	31,344	1,364,892	(2,000,000)	-	3,192,716	3,192,716	-
Capital Projects 2022	2.190%	6	191,138,375	191,138,375	1,470,414	-	(1,364,892)	-	191,243,897	191,243,897	-
TEXAS CLASS: (S & P AAAM)											
General Fund	2.379%	34	4,922,019	4,922,019	40,088	-	-	-	4,962,106	4,962,106	-
Capital Projects 2022B			0.00	0.00	463,898	75,000,000	-	-	75,463,898	75,463,898	-
TEXASDAILY: (S&P Rating = AAAM)											
General Fund	2.180%	23	33,833	33,833	2,664	4,259,620.31	(4,230,586.26)	-	65,531	65,531	-
Child Nutrition Services	2.180%	23	4,491	4,491	48	751,865	(750,000)	-	6,404	6,404	-
TEXPOOL: (S&P Rating = AAAM)											
General Fund	2.163%	24	15,985,712	15,985,712	72,420	46,996,800	(53,100,000)	-	9,954,933	9,954,933	-
Debt Service Fund	2.163%	24	840,178	840,178	10,860	1,914,521	-	-	2,765,559	2,765,559	-
Total for Public Funds Investment Pools			217,733,667	217,733,667	2,100,102	130,287,699	(61,445,478)	-	288,675,990	288,675,990	-
Total Cash and Cash Equivalents			270,964,813	270,964,813	2,238,016	130,765,699	(61,941,478)	-	332,665,375	332,665,375	19,517
INVESTMENTS by Net Asset Value (NAV)											
Texas Term Dec 22-Child Nutrition	0.998%	9/2/2022	748,500	748,500	1,858	-	(750,000)	1,500	-	-	-
Texas Term Dec 22-General Fund	0.998%	9/22/2022	499,000	499,000	2,779	-	(500,000)	1,000	-	-	-
Texas Term Dec 22-General Fund	0.998%	11/1/2022	998,000	998,000	2,182	-	(1,000,000)	2,000	-	-	-
Texas Term Dec 22-General Fund	0.998%	11/15/2022	1,497,000	1,497,000	4,695	-	(1,500,000)	3,000	-	-	-
Texas Term Dec 22-General Fund	0.998%	12/27/2022	542,506	542,506	-	-	-	-	542,506	542,506	5,714
Texas Term Dec 23-General Fund	0.983%	1/24/2023	492,500	492,500	-	-	-	(1,000)	491,500	491,500	2,251
Texas Term Dec 23-General Fund	0.983%	2/14/2023	1,477,500	1,477,500	-	-	-	(3,000)	1,474,500	1,474,500	10,278
Texas Term Dec 23-General Fund	0.983%	5/1/2023	9,850,000	9,850,000	-	-	-	(20,000)	9,830,000	9,830,000	77,183

Waco Independent School District
CASH AND INVESTMENT REPORT
For the Quarter Ended November 30, 2022
REPORT OF INVESTMENT ACTIVITY

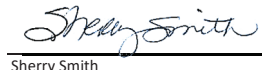
Description	Coupon or Average Rate of Return	Weighted Average Maturity or Maturity Date	Market Value 8/31/2022	Book Value 8/31/2022	Interest Earnings	Purchases & Transfers In	Sales & Transfers Out	Changes in Market Value	Market Value 11/30/2022	Book Value 11/30/2022	Accrued Interest
Texas Term Dec 23-General Fund	0.983%	5/15/2023	244,889	244,889	-	-	-	(498)	244,392	244,392	1,709
Texas Term Dec 23-Child Nutrition	0.983%	8/25/2023	0.00	0.00	-	750,000	-	(12,750)	737,250	737,250	1,856
Texas Term Dec 23-General Fund	0.983%	8/25/2023	2,955,000	2,955,000	-	-	-	(6,000)	2,949,000	2,949,000	7,685
Texas Term Dec 23-General Fund	0.983%	10/5/2023	0.00	0.00	-	500,000	-	(8,500)	491,500	491,500	557
Texas Term Dec 23-General Fund	0.983%	11/16/2023	0.00	0.00	-	1,500,000	-	(25,500)	1,474,500	1,474,500	132
Total Investments by Net Asset Value			19,304,895	19,304,895	11,514	2,750,000	(3,750,000)	(69,748)	18,235,148	18,235,148	115,607
SEPARATELY INVESTED ASSETS											
Federal Home Loan Mortgage Corporation	5.200%	5/17/2024	-	-	-	1,000,000	-	-	1,000,000	1,000,000	1,878
Total for Separately Invested Assets			-	-	-	1,000,000	-	-	1,000,000	1,000,000	1,878
Total Investments			19,304,895	19,304,895	11,514	3,750,000	(3,750,000)	(69,748)	19,235,148	19,235,148	117,485
Total Cash, Cash Equivalents, and Investments			\$ 290,269,708	\$ 290,269,708	\$ 2,249,530	\$ 134,515,699	\$ (65,691,478)	\$ (69,748)	\$ 351,900,522	\$ 351,900,522	\$ 137,001

We believe the data presented for the quarter ended November 30, 2022 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

12/11/2022
Date



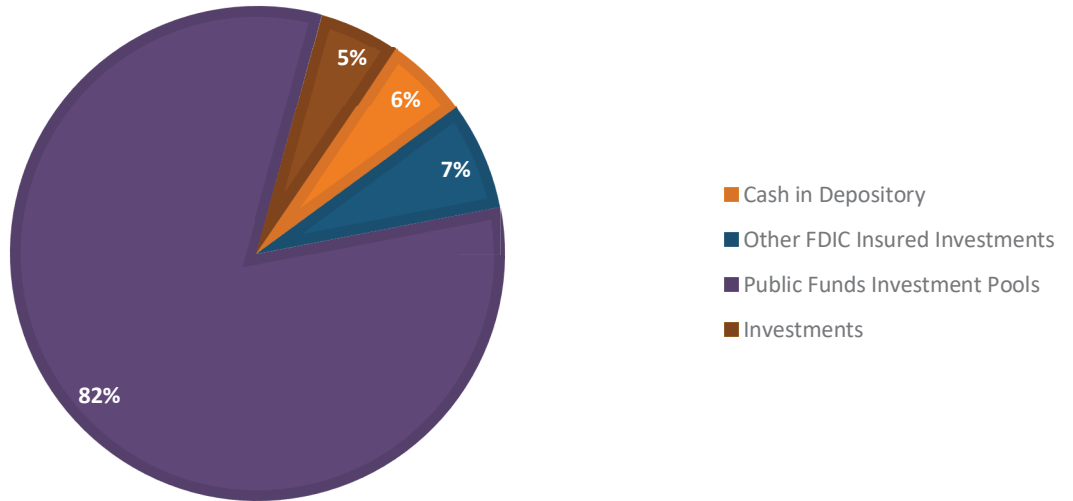
Sherry Smith
Executive Director of Finance

12/11/2022
Date

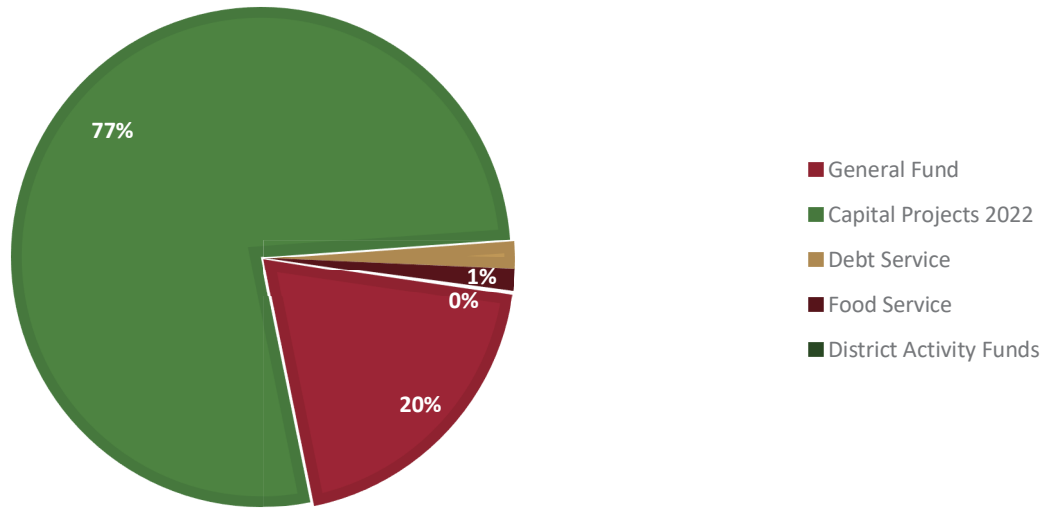
Clara Eppel
Purchasing Director

12/11/2022

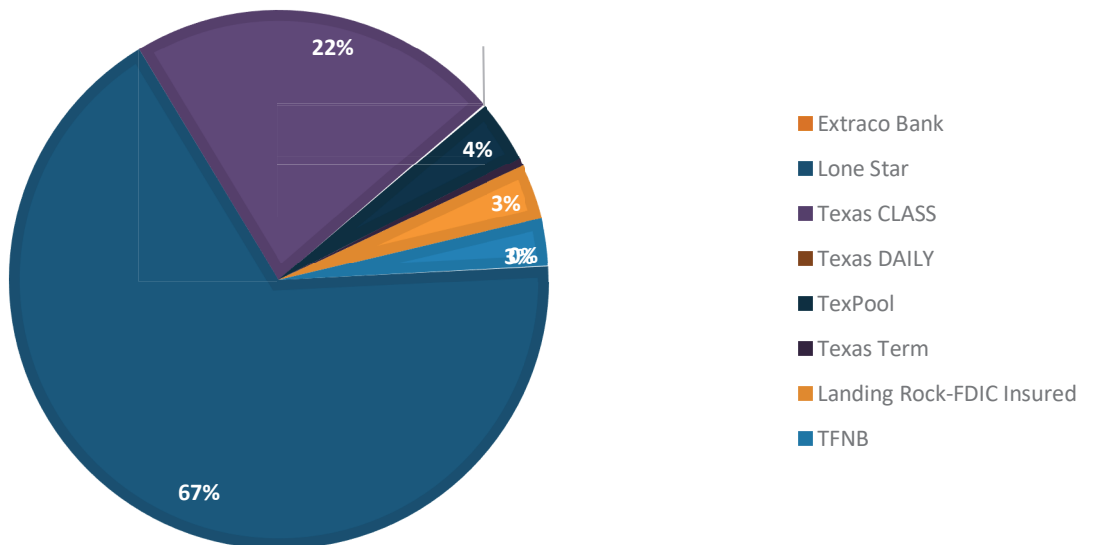
PORTFOLIO COMPOSITION BY INVESTMENT



PORTFOLIO COMPOSITION BY FUND



INTEREST EARNINGS BY ISSUER



Waco Independent School District
CASH FLOW PROJECTIONS
For the Quarter Ended November 30, 2022

	<u>December</u>	<u>January</u>	<u>February</u>
Cash and Cash Equivalents, Beginning Balance	\$ 332,665,375	\$ 340,280,261	\$ 360,442,040
Tax Revenue	26,428,350	37,332,767	26,174,084
Investment Earnings Revenue	749,843	749,843	749,843
Other Local Revenue	1,412,555	1,905,459	1,840,853
State Revenue	1,534,859	762,201	805,976
Federal Revenue	908,225	5,809,520	3,825,074
Payroll Disbursements	(7,707,321)	(7,215,195)	(7,188,918)
Accounts Payable Disbursements	(15,711,624)	(19,182,817)	(16,870,162)
Cash and Cash Equivalents, Ending Balance	<u>\$ 340,280,261</u>	<u>\$ 360,442,040</u>	<u>\$ 369,778,791</u>

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

	<u>Current Year's Levy</u>	<u>Prior Years' Levy</u>	<u>Penalty & Interest</u>	<u>Total</u>
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

	<u>Current Year's Levy</u>	<u>Prior Years' Levy</u>	<u>Penalty & Interest</u>	<u>Total</u>
September, 2022	\$ -	\$ 140,658	\$ 67,511	\$ 208,169
October	2,405,005	16,499	50,889	2,472,393
November	6,064,468	24,342	29,592	6,118,402
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>\$ 101,759,367</u>	<u>\$ 650,799</u>	<u>\$ 1,088,388</u>	<u>\$ 103,498,555</u>

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 15, 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 **December 2022** report.

Fiscal Implications (All Gifts):

A total increase of **\$14,238.63** in cash, items, and services donated to Waco ISD was recorded for the **December 2022** report.

Administrative Recommendation(s):

Report only.

Date	Name	Cash	Item	Service	Total	Description	Campus
10/5/2022	Waco Cultural Arts Fest	\$ 485.00			\$ 485.00	For Art Club	Waco HS
10/12/2022	Kona Ice	\$ 59.63			\$ 59.63	Cross Country and Community Contribution	Waco HS
10/13/2022	Optimist Club		\$ 100.00		\$ 100.00	4 \$25 Walmart gift cards for emergency needs for families amd students	Homeless Outreach
10/27/2022	John Malone		\$ 300.00		\$ 300.00	Target Gift Cards	Homeless Outreach
10/31/2022	The Optimist Club		\$ 500.00		\$ 500.00	Target Gift Card for the purchase of jackets for students	Homeless Outreach
11/4/2022	Oxbow Advisors	\$ 10,000.00			\$ 10,000.00	Pre AP Students to Washington DC	Family Support ISMS/Carver
11/4/2022	Foster Angels Central TX	\$ 1,999.00			\$ 1,999.00	Pre AP Students to Washington DC	Family Support ISMS/Carver
11/4/2022	First Woodway Baptist		\$ 565.00		\$ 565.00	Popcorn Machine & Coffee & Donuts for Staff	Family Support ISMS/Carver
11/4/2022	Community Bank & Trust		\$ 200.00		\$ 200.00	20 \$10 gift cards to Starbucks and Jersey Mike's	CTE
11/28/2022	Monica Johnson		\$ 30.00		\$ 30.00	30 coats @ \$1 a piece	Waco HS
	Totals	\$ 12,543.63	\$ 1,695.00		\$ 14,238.63		

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: December 15, 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 #017: Brazos High School Credit Recovery Center (Fund 199)

This amendment will realign funds from school leadership supplies to guidance, counseling and evaluation services employee 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:	\$	650	School Leadership
Use of Funds:	\$	650	Guidance, Counseling & Evaluation Services
Fund Balance Effect		None	

Amendment #018: Fine Arts (Fund 199)

This amendment will realign funds from instruction for equipment with a unit cost less than \$5000 to curriculum and instructional staff development for employee 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:	\$	15,000	Instruction
Use of Funds:	\$	15,000	Curriculum & Instructional Staff Development
Fund Balance Effect		None	

Amendment #019: Districtwide (Fund 199)

This amendment will place budget for pre-award expenditures for school safety projects pending receipt of the School Safety Grant. 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:	\$	658,000	Security and Monitoring Services
Use of Funds:	\$	658,000	Unassigned Fund Balance
Fund Balance Effect		Decrease	

Amendment #019 decreases the unassigned fund balance by \$658,000. This should be a temporary decrease to cover pre-award costs for the School Safety Grant. Expenditures will be covered by grant funds once we have submitted the grant application and have received approval from the Texas Education Agency. A copy of the amendments are attached for your review detailing line items to be adjusted.

Fiscal Implications:

The budget amendments will decrease fund balance by \$658,000.

Administrative Recommendation(s):

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

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: S. Smith

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 six (6) responses during the past month. The recommended vendors will be added to our previously approved list of one hundred and ninety-one (191) 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 six (6) vendors for the Educational Consulting, Professional Development, and Other Student-Based Contracted Services bid, as presented.

RFP #21-1182 Educational Consulting, Professional Development, and Other Student-Based Contracted Services

Amora Wellness, LLC

Company Name: Amora Wellness, LLC
Street Address: 14200 Midway Rd. Ste. 116
City, State, Zip: Farmers Branch, TX 75244
Contact Name: Rona Amora
Contact Phone Number: 469-389-0031
Contact Email Address: contact@amorawellness.net
Category of Service Provided: Professional/Staff Development Training
Target Audience: Employees and Students
Description of Services: Mental/Behavioral Health Counseling: Online & In-Person services available for adolescents, teens, groups, and adults. Mental Health Training & Consulting: Social, emotional, and behavioral support services/trainings are available. Health & Wellness Coaching: Online & In-Person fitness & nutrition workshops/classes are available for employees & school staff.
Pricing: Mental/Behavioral Health Counseling: Fees are contingent upon session times
Mental Health Training & Consulting: Fees are dependent upon number of attendees and hours. Health & Wellness Coaching: Dependent upon Fitness format, number of attendees, and time frame.

Cherie Noel

Company Name: Cherie Noel
Street Address: 202 Westlake Dr.
City, State, Zip: Waco, TX 76712
Contact Name: Cherie Noel
Contact Phone Number: 254-715-7571
Contact Email Address: noelcherie8@gmail.com
Category of Service Provided: Academic Educational Consultant
Target Audience: Teachers new to Montessori program
Description of Services: Aid in setting up classroom; understanding Montessori philosophy
Pricing: \$50.00 per hour for 2 hours a day each week, as needed

GPR Ventures, LLC

Company Name: GPR Ventures, LLC.
Street Address: 27 Camden Oaks LN
City, State, Zip: Montgomery, TX 77356
Contact Name: Deborah D. Graham
Contact Phone Number: 281-705-3887
Contact Email Address: debdgraham@gmail.com

Category of Service Provided: Professional/Staff Development Training
 Target Audience: Administrators, Teachers, Staff, Parents & Students
 Description of Services: Customized Educational Leadership Training, Customized Staff Development, PLC's, and Workshops for Teachers and Staff; Coaching and Mentoring for Teachers and Administrators; Parent Workshops; Student Workshops and Camps; Instructional Modeling
 Pricing: Fees are based on specific services provided which will include materials, travel costs, reports, etc. and are negotiable. A normal daily rate for one presenter is \$1,000 - \$1500 with \$750 additional per presenter when more than 1 presenter is needed. Half day sessions would run \$500 - \$750; with 90-minute sessions \$350 - \$500.

Kathy Moore

Company Name: Kathy Moore
 Street Address: 931 Blackland Road
 City, State, Zip: Riesel, TX 76682
 Contact Name: Kathy Moore
 Contact Phone Number: 254-315-1060
 Contact Email Address: kcmoore@ctwa.com
 Category of Service Provided: Professional/Staff Development Training
 Target Audience: Teachers
 Description of Services: Help teachers with Montessori materials
 Pricing: \$50.00 an hour

Ramona Curtis Consulting

Company Name: Ramona Curtis Consulting
 Street Address: 4108 Village Oak Dr
 City, State, Zip: Waco, TX 76710
 Contact Name: Ramona Curtis
 Contact Phone Number: 254-722-5892
 Contact Email Address: rac822@gmail.com
 Category of Service Provided: Professional/Staff Development Training
 Target Audience: School Personnel
 Description of Services: 1.5 hours DEI Workshop. Navigating Multicultural Perspectives. This workshop is designed to give participants a framework for understanding the complexities of communicating across cultures. The speaker will share ways to assist the participant in looking at students, staff, and others from a multicultural perspective. Resources for working across diverse populations will be distributed.
 Pricing: \$900.00 Flat Fee

Scholastic Inc.

Company Name: Scholastic Inc.
Street Address: 557 Broadway
City, State, Zip: New York, NY 10012
Contact Name: Lori Brown
Contact Phone Number: 203-797-3846
Contact Email Address: RFP-Scholastic@Scholastic.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: Target audiences include: teachers, coaches, school leaders, district leaders/directors, family liaisons, and leadership action teams.
Description of Services: Scholastic offers Waco ISD a comprehensive menu of face-to-face and virtual professional development services, including coaching and strategic planning services that address the following categories: Literacy Development (From early childhood through the secondary level), Family and Community Engagement, Learning Supports (Systemic School Improvement, Trauma, and Mental Health Focus), Transformative Leadership - specific to literacy leadership. Each of these categories of offerings is included in our Scholastic Professional Learning Services catalog, which has been uploaded as a stand-alone PDF catalog. Any face to face workshop can be delivered in a virtual format, if preferred. We also offer a large series of 90-minute webinars that are only available a virtual, live webinars. Finally, we have the Scholastic Exchange, which provides self-paced courses.
Pricing: Prices vary depending on whether it's a whole day, half-day, or 60-minute webinar offering. Prices also vary based on whether it is an offering for teachers or leaders.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: S. Smith/G. Barrera

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

=====

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 ninety-two (92) responses for this initial bid. We received one (1) additional vendor this past month and is 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 additional one (1) new vendor for the Maintenance Supplies, Equipment, and Services bid, as presented.

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendor List for December

Responding Supplier	City	State
Waco Lock and Key, LLC	Waco	TX
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
Brandt (The Brandt Companies, LLC.)	Waco	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
CF Supply Inc	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
Firetrol Protection Systems (Heather Foster)	Austin	TX

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendor List for December

Previously Awarded Vendors	City	State
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
Grones Environmental Services	Waco	TX
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
J.K. Brown	Moody	TX
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
Loop 340 Overhead Door (Sideline Enterprises, Inc.)	Waco	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
Richards Equipment Company	Waco	TX
Share Corporation	Milwaukee	WI
Sherwin Williams (The Sherwin Williams Company)	Waco	TX
Shiffler Equipment Sales, Inc.	Chardon	OH
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

RFP # 22-1229
 Maintenance Supplies, Equipment and Services
 Vendor List for December

Previously Awarded Vendors	City	State
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
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: December 15, 2022 **Contact Person:** S. Smith/C. Davis

RE: Bid Award for Special Education Consulting Services

=====

Background Information:

Request for Proposal, RFP # 22-1232, Special Education Consulting Services, was issued for the purpose of acquiring Consulting Services as required by the Special Education Department to meet critical service needs mandated through the Admission, Review, and Dismissal (ARD) process and outlined in a student’s individualized education program (IEP).

The services solicited by this bid included; Diagnostician, Physical Therapy, Speech Therapy, Orientation Mobility, Occupational Therapy and Licensed Specialist in School Psychology, Behavior, Audiological, Vision, and other Special Education Services. We received twenty-four (24) responses for these services. All vendors are being recommended for this award as they all meet the scope outlined in the RFP and will allow the Special Education Department the capability of using any or all the vendors on an as needed basis. Having adequate consultant to assist the department is crucial to the success of the program.

Fiscal Implications:

The cost of this service will be charged to the Special Education contract services budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the bid award for Special Education Consulting Services, as presented.

Event Number: RFP # 22-1232**Event Title: Special Education Consulting Services**

Responding Supplier	City	State
365 Health and Wellness, Inc.	Leonard	TX
Texas School Neuropsychology (Craig Professional Services)	Waco	TX
STAR Autism Support	Portland	OR
Specialized Assessment & Consulting	Cypress	TX
RCM Technologies (USA), Inc., dba RCM Health Care Services	New York	NY
Potter Speech & Language Therapy, LLC	Ruskin	FL
Noor Staffing Group	New York	NY
National Recruiting Consultants	Carrollton	TX
Maxim Healthcare Services	Tacoma	WA
Latonya Richardson	Waco	TX
iDEAL Personnel Services LLC	Miami	FL
IDEA Reimagined Coaching and Consulting LLC	Baton Rouge	LA
Harrah LLC	Plano	TX
GIMO Special Education Services & Consulting	Indian Trail	NC
Connected for Kids (HCAA, LLC)	Gatesville	TX
Candor Consulting and Diagnostics, LLC	Belton	TX
Brent Colwell (Colwell)	Belton	TX
Beyond Therapy Educational Solutions	Dallas	TX
Attain Therapy, LLC	Lakewood	NJ
Assessment Intervention Management, LLC	San Antonio	TX
Amy Tharp Speech Services, PLLC (Amy Tharp)	Keene	TX
AMN Allied Services, LLC	Broomfield	CO
The Stepping Stones Group LLC	Chicago	IL
TX-STAR Speech-Language Services, Corp.	San Antonio	TX

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: S. Smith/C. Reece

RE: Job Order Contract Renewal for Kitchen Equipment Repair Services

=====

Background Information:

Request for Bids, Job Order Contract (JOC) # 21-1207, has been previously opened, evaluated and awarded for the Job Order Contract for Kitchen Equipment Repair Services. We received two (2) bids from this solicitation. After the evaluation process was completed, the Child Nutrition Department recommended that the primary vendor be awarded to RESCO (Restaurant Equipment Supply Company) and the addition vendor be awarded to Hobart Services.

The Child Nutrition Department has been pleased with the work they have received from the awarded vendors and would like to exercise our option to renew this bid for an additional year. This bid will expire November 30, 2023, with three (3) additional one (1) year renewal option if mutually agreeable between both parties.

Fiscal Implications:

The cost of this service will be charged to the departmental contracted services budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approves the renewal of the Job Order Contract for Kitchen Equipment Repair Service to RESCO as the primary vendor with Hobart Services as the additional vendor for projects between \$5,000 and \$500,000, as presented.

JOC # 21-1207
Kitchen Equipment Repair Services
Bid Tabulaton

Pricing Description:	Hobart Services	RESCO
Hourly Labor Rate	\$ 152.00	\$ 70.00
Helper Hourly Labor Rate	\$ 152.00	\$ 35.00
Other Hourly Labor Rate	\$ -	\$ 105.00
		After Hours or Special Hours
Materials Mark-up	40%	35-50%
Equipment Rental Mark-up	0.00%	35.00%

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: S. Smith

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

=====

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 December 15, 2022:

Purchasing Cooperatives:

- Hertz Furniture Supplier - \$51,061.25 – Graduation Equipment – TIPS Cooperative Contract # 200300 Furniture, Furnishings and Services.
- Global Vending Group - \$95,090.00 – Part of Library Renovation Project – CTPA Round Rock ISD, RFP # 19-162 – Library Book Vending Machines
- Enterprise Security Solutions of Texas - \$282,619.75 – Door Access and Control upgrades at the following campuses: Brook Avenue, Crestview, Cedar Ridge, Kendrick, Parkdale, Provident Heights, South Waco, West Avenue, Wiley Opportunity, GWAHCA, GWAMA, Challenge, UHS, and Brazos High as well as alarm panel integration throughout the entire District – Buy Board Cooperative Contract # 654-21– Fire, Firearm, and Active Shooter Safety Solutions.
- DG Investments Intermediate Holdings 2, Inc., dba: Convergint Technologies - \$76,744.23 – Door Access and control upgrades at the following campuses: Bells Hill, Hillcrest, JH Hines, and Cesar Chavez - Sourcewell Cooperative Bid, Contract # 030421-CTL – Facility Security
- 2nd Gear/Insight Investments - \$135,900.00 – 90 pre-wired carts for student laptops as part of the Technology Life Cycle replacement for the middle schools – TIPS Cooperative Contract # 200105 Technology Solutions Products and Services

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: December 15, 2022

Contact Person: Gloria Barrera

RE: Allowance Expenditure Authorization (“AEA”) to Address Costs of the Remediation of the Building Pad at Waco High School

=====

Background Information:

The building pad at Waco High School has been under construction since late summer and has passed all quality assurance testing as required. Pier drilling was scheduled to begin in mid-December.

In November and early December, the area received a great deal of rain. On December 7, the quality assurance team noted that the building pad areas M, N, E, P and D have been impacted by the rain.

Rogers O’Brien and O’Connell Robertson worked with engineers from the materials testing firm to determine the best strategy to remediate this issue as quickly as possible. Remediation will require approximately a month to correct and will postpone the pier drilling process. Rogers O’Brien is working to reduce the schedule impact as much as possible so that the delay due to this necessary remediation work should not negatively impact the overall project schedule. This AEA includes a not-to-exceed amount that covers cost estimates for the most extensive remediation efforts that might be needed.

The following geotechnical engineer recommended steps for subgrade stabilization will be completed as needed based on varying degrees of the wet and soft soil conditions across the approximately 123,210 square feet of impacted areas:

- Remove the upper 1 foot of soft/wet select fill soils.
- Scarify and air dry as possible the upper 9 inches of exposed subgrade.
- Cement stabilize the upper 9 inches with 4% cement to speed up the drying process and create a working platform per TxDOT item 275.
- Once the cement stabilized area has sufficiently cured and has passed proofrolling, the placement of 12 inches of crushed limestone base compacted to at least 95% of the maximum Proctor density (ASTM D-698) at -2 to +3% of optimum moisture content should be performed.

The Guaranteed Maximum Price for Waco High School included a Contractor Contingency Allowance (“CCA”) to address unforeseen conditions such as soil impacts from prolonged, heavy rains. The costs represented in this AEA are

not-to-exceed and have been reviewed by O'Connell Robertson and Waco ISD Operations.

Fiscal Implications

In the event that all of the impacted areas need all of the recommended steps for subgrade stabilization, the not to exceed cost for that work to be performed is \$367,500.00. Funding of the not-to-exceed amount of \$367,500 associated with this change will come from the CCA included in the project contract. This does not increase the Guaranteed Maximum Price for the project or change the project completion date.

Beginning CCA	\$568,332.00
CCA Expenditures prior to this AEA	\$0.00
CCA Balance prior to this AEA	\$568,332.00
CCA Balance decrease for this AEA	(\$367,500.00)
CCA Balance Remaining after this AEA	\$200,832.00

Administrative Recommendation(s):

Approve the AEA for costs associated with Remediation of the Building Pad to achieve the desired completion date and authorize the Superintendent to execute the AEA.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: Gloria Barrera

RE: Approval of the Construction Manager At Risk (CMAR) Delivery Method for the New Kendrick Elementary School and the Renovation and Additions to South Waco Elementary School

=====

Background Information:

In April of 2022, the Board of Trustees approved the Competitive Sealed Proposal delivery method as the default delivery method for Waco ISD construction projects. As the District and the design team have discussed the challenges of the South Waco Elementary and Kendrick Elementary projects, it has become apparent that the Construction Manager At Risk (CMAR) delivery method will be beneficial to the project. The CMAR delivery method allows the District to engage the contractor during the design phase for estimating and constructability support. Also, the extensive renovations planned at South Waco Elementary will benefit from having a CMAR to investigate existing conditions at the school, allowing the team to minimize surprises during the construction process.

After approval of the delivery method, the District will use the two-step selection process for selecting the CMAR. First, a Request for Qualifications will be issued. Contractor qualifications will be reviewed by a Selection Committee and a short list of firms (at least 3 and not more than 5) will be identified.

Next, the District will issue a Request for Proposals to the short-listed firms. During the second step, the Selection Committee will conduct interviews of the proposed teams and will evaluate the fee proposals submitted by each firm. At the conclusion of the interview and evaluation process, the Selection Committee will rank the firms according to the evaluation criteria. The recommended firm (or firms) will be recommended to the Board with a recommendation for the award of the pre-construction services.

Fiscal Implications:

The cost for the CMAR pre-construction services will be funded by the 2021 bond program.

Administrative Recommendation(s): The Administration recommends that the Board of Trustees approve the selection of the Construction Manager at Risk delivery method for Kendrick Elementary School and South Waco Elementary School and authorize the Superintendent to issue a requests for qualifications and proposals, as appropriate for the projects, select committees to evaluate and rank the proposals and bring the recommendations for award of construction contracts to the Board for approval.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: Gloria Barrera

RE: Allowance Expenditure Authorization to Address Costs of the Demolition of the Existing Performing Arts Center (PAC) at Waco High School

=====

Background Information:

The Guaranteed Maximum Price approved by the Board on September 29, 2022, included a contingency allowance to address demolition expenses. The demolition of the Performing Arts Center (PAC) at Waco High School is necessary to expedite the construction of the new facility and is part of the cost reduction strategy developed by the project team.

The affected fine arts programs will be temporarily located in two portable buildings. The buildings have been delivered and set up to support the campus. Waco ISD Administration has worked with the Director of Fine Arts, teachers, and campus administrators to provide accommodations to minimize the impact to the instructional program.

O’Connell Robertson architects and Waco ISD Operations have reviewed the proposal submitted by Rogers O’Brien and agree it is reasonable and acceptable. The Allowance Expenditure Authorization (AEA) and supporting information is included with this memo.

Fiscal Implications

Funding for the \$147,500 associated with this change will come from the Contingency Allowance included in the project contract. This does not increase the Guaranteed Maximum Price for the project or change the project schedule.

Administrative Recommendation(s):

Approve the Allowance Expenditure Authorization (AEA) for costs associated with Demolition of the Performing Arts Center to achieve the desired completion date and authorize the Superintendent to execute the AEA.

Exhibit B

ALLOWANCE EXPENDITURE AUTHORIZATION (AEA)

WACO ISD
Facilities and Construction Department

Project: REPLACEMENT WACO HIGH SCHOOL

Authorization Number: 001

To: JARROD STERZINGER
ANDREW FAUST

From:

Date:

Re: GLORIA BARRERA
KEVIN HAFER

Waco ISD Purchase Order Number:

Contract For:

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

\$147,500.00 - Demolition of Existing PAC

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Table with 2 columns: Description and Amount. Rows include Owner Allowance Balance (\$1,500,000.00), Owner Allowance Expenditures prior to this Authorization (\$0.00), Owner Allowance Balance after to this Authorization (\$1,500,000.00), Owner Allowance will be increased or decreased by this Authorization (\$147,500.00), and New Allowance Balance (\$1,352,500.00).

APPROVAL RECOMMENDED

O'CONNELL ROBERTSON
A/E

Signature: [Handwritten Signature]
Date: 12/2/22

OWNER RECOMMENDATION

KEVIN HAFER

Owner's Project Manager [Name and Title]

Signature: [Handwritten Signature]
Date: 12/08/2022

CONTRACTOR ACCEPTANCE

ROGERS-O'BRIEN CONSTRUCTION

Contractor

Signature: [Handwritten Signature]
Date: 11/21/2022

OWNER APPROVAL

[Printed Name]

[Title]

By: _____ Date: _____

Attachments

Copies: [X] Owner [X] Contractor [X] Consultants [] [] [] [] File

TOTAL DEMOLITION, INC
914 John Nors Rd
West, Texas 76691
PH. (512) 247-9485

October 25th, 2022

John Eggeling
Rogers-O'Brien Construction
jeggeling@r-o.com
(512) 451-8583

Re:#2: Phase 2 Demolition
& Summer 2025
Waco High School
2020 N. 42nd St.
Waco, Tx. 76710

Dear Mr. Eggeling,

I would like to thank you for the opportunity to submit our pricing on the above referenced project.

We will supply all necessary supervision, labor, materials, equipment and supplies required for the proper execution of demolition for this project. All applicable federal, state and local regulations will be complied with and is the basis for this proposal.

SCOPE OF WORK

Demolition of the building and foundation located at 2020 N. 42nd St. Waco, Tx.76710. This price will include demolition and haul-off/disposal of all debris generated from this work as per email from John Eggeling on 10/19/2022 regarding the new phasing. The following items are specifically included:

PHASE 2 SCOPE

- One (1) Mobilization
- Demolition of the PAC building including foundation up to 4' below grade
- Basement level of building will be removed to floor level only
- Hand separation of building
- Removal of air conditioner pad
- Haul-off and disposal/recycling of all debris generated from this scope of work

Phase 2 PAC Building Demolition Price

\$147,500.00

One Hundred Forty-Seven Thousand Five Hundred Dollars and 0/100

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 15, 2022

Contact Person: Gloria Barrera

RE: Construction Materials Testing Services for Tennyson Middle School
=====

Background Information

Professional services are required to be procured in accordance with Chapter 2254, Section 2254.003 of the Texas Government Code. This code states, the entity may not select a provider or professional services or award a contract for the services on the basis of competitive bids, rather it shall make the selection and award on the basis of ‘demonstrated competence and qualifications to perform the services’. Construction Materials Testing is considered a professional service as it requires oversight of a licensed engineer.

Langerman Foster Engineering Company provided the geotechnical investigation services for the design of Tennyson Middle School. The District requested a proposal from Langerman Foster to provide construction materials testing as a continuance of these services. The testing of construction materials and systems is required by the State of Texas and is a significant quality assurance measure that protects the district’s investment by confirming that the materials installed will meet the performance specifications.

The Administration has reviewed the attached proposal from Langerman Foster Engineering Company and finds it to be reasonable. Langerman Foster has provided services to the District for other projects over the past several decades.

The administration recommends that Langerman Foster Engineering Company be approved to provide materials testing services for Tennyson Middle School. Langerman Foster brings impressive expertise and outstanding qualifications to the materials testing process and will benefit Waco ISD by providing quality and performance assurance, protecting the district’s investment in these new facilities.

Fiscal Implications

The materials testing services for Tennyson Middle School will not exceed \$176,483.

Administrative Recommendation(s):

Approve Langerman Foster Engineering Company to provide materials testing services for Tennyson Middle School and authorize the superintendent to execute a master services agreement and Work Service agreement for these services.



November 14, 2022

Waco ISD
4315 Beverly Drive
Waco, Texas 76711

Attention: Mr. Kevin Hafer
Assistant Director of Maintenance
Kevin.Hafer@WacoISD.org

Reference: Construction Materials Testing Proposal
Tennyson Middle School-Waco, Texas
LFE Proposal No. CMT22-179

We are pleased to present this proposal for construction materials testing services for Tennyson Middle School in Waco, Texas. The scope of services includes soils testing, drilled pier observation, rebar observation, concrete testing, masonry testing, structural steel observation, and HMAC testing.

The following cost for the referenced project is based on a general review of the plans and specifications provided:

- ***Bid: \$176,483.00***

Best Regards,

LANGERMAN FOSTER ENGINEERING COMPANY
Texas Registered Engineering Firm No. F-13144

A handwritten signature in black ink that reads 'Ronnie Poston'.

Ronnie Poston
Project Manager

Attachments:

Scope of Services, Fee Schedule, Basis of Charges

SCOPE OF SERVICES

TENNYSON MIDDLE SCHOOL

WACO, TEXAS

General: Langerman Foster (LFE) will provide construction materials testing and special observation services as described below for the above project on an "as called or full time basis" as required. For this purpose, we agree to provide a technician to conduct tests in the field and/or to sample materials at the direction of the client or his designated representative, and to deliver those samples to our laboratory for testing. It is the responsibility of the general contractor to determine the tests that are required, by specifications, for the project and to provide proper notice to schedule our technician.

LFE is not managing the testing for this project and is not providing construction materials engineering services.

Testing Services: Included in our understanding of the workscope are the following duties of our field and laboratory staff:

1. Compaction testing of subgrade, select fill, lime stabilized subgrade, base, and trench backfill

- a. Sample subgrade, select fill, lime stabilized subgrade, base, and trench backfill, and deliver to LFE laboratory for reference tests as listed below.
 - Moisture Density Curves
 - Atterberg Limits Tests
 - Material Gradations
 - Lime Series
 - Wet Ball Mill
- b. Provide part time observation of compaction operations and take field nuclear density tests to verify compaction.
- c. Prepare report of test results.

2. Concrete strength and consistency tests

- a. Sample concrete and test for the following:
 - Slump
 - Temperature
 - Air Content (if required)
 - Unit Weight (if required)
- b. Sample concrete and prepare test cylinders/strength specimens.
- c. Cure test strength specimens and conduct compression strength tests.
- d. Perform FF/FL measurements on slab placements.
- e. Prepare report of test results.

3. Drilled Shaft Observation

- a. Observe installation of drilled shafts and report items such as diameter, depth, penetration into the bearing stratum, casing depth, and water infiltration.
- b. Observe steel reinforcement.
- c. Sample concrete.
- d. Prepare report of observations and tests.

4. Reinforcing Steel and Structural Steel Observation

- a. Reinforcing Steel - Observe the size, quantity, location, and installation correctness.
- b. Structural Steel - Observe the certification and qualifications of the welders, the welding procedures, condition of the delivered pieces, and the workmanship of the erection and fabrication. Visual observation of the field welds for size, length, and quality will be performed when required.

5. Masonry Testing

- a. Sample Mortar/Grout/Non-Shrink Grout and prepare strength specimens.
- b. Cure test specimens and perform compressive strength tests.
- c. Prepare report of test results.

6. Hot Mix Asphaltic Concrete:

- a. Sample hot mix and mold specimens for bulk stability.
- b. Perform maximum theoretical specific gravity tests.
- c. Perform extractions and gradations of hot mix aggregates.
- d. Obtain HMAC cores for thickness and density determination.
- e. Perform nuclear method compaction tests on compacted HMAC.
- f. Prepare report of observations and tests.

LFE provides additional services, and costs for those services will be supplied upon request.

**CMT FEE SCHEDULE AND BASIS OF CHARGES
(OCTOBER 1, 2022)**

PROFESSIONAL STAFF RATES

Senior Engineer (PE)	\$200 / hour
Engineer (PE).....	\$170 / hour
Engineer-in-Training (EIT)	\$130 / hour
Structural Steel Technician	110 / hour
Supervisory Technician	85 / hour
Field Technician	65 / hour
Administrative/Word Processor	65 / hour

CONSTRUCTION MATERIALS TESTING SERVICES

Soil Moisture Content	15 / each
Sieve Analysis	125 / each
#200 Sieve Only.....	45 / each
Air Content (when no cylinders are made).....	40 / each
Concrete Slump (when no cylinders are made).....	30 / each
Concrete cylinders w/slump and air (if required) plus technician time	27 / each
Flexural Beam Tests, w/slump and air (if required) plus technician time	45 / each
Concrete Unit Weight	40 / each
Atterberg Limits	125 / each
Moisture-Density Relations	
- ASTM D698*	300 / each
- ASTM D1557*	300 / each
- TEX-113-E*	375 / each
- TEX-114-E*, PI>20	375 / each
Field Density Tests	
- Nuclear Method, per test (Minimum 3) plus technician time	27 / each
Wet Ball Mill (TEX 115E)*.....	315 / each
Lime Series (ASTM D6276)*	220 /each
HMAC Gradation from Extraction.....	110 / each
HMAC Asphalt Content by Extraction.....	225 / each
HMAC Specimen Molding	125 / each
HMAC Bulk Density of Compacted Specimen	85 / each
HMAC Maximum Theoretical Specific Gravity.....	80 / each
Fireproofing Adhesion	35 / each
Fireproofing Density	35 / each
Vehicle Fee (per round trip to local jobsite)	50 / each
- Mileage outside of Waco, Temple, Belton, and Killeen city limits	50 + 0.65 / mile
Vehicle Fee for Steel Services (from Austin).....	175 / each
Report Fee (per each report issued)	25 / each

Quotes for other tests upon request

*These tests usually require companion tests and services such as Atterberg Limits and gradation testing, which are additional costs.

BASIS OF CHARGES
(OCTOBER 1, 2022)

1. Prices listed are for services most frequently performed. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice.
3. A two-hour minimum charge will be made for all field services, portal to portal.
4. A fee of \$25 applies for each test report issued. Reports will be issued via e-mail. If hard copy reports are requested via US mail, then additional charges will apply.
5. Time worked in excess of 8 hours per day, before 7 am or after 5 pm, or weekend/holiday work will be charged at 1.5 times the hourly and unit rates.
6. Per diem will be charged at a rate of \$300 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 50 miles from Waco if overnight stays are required.
7. Outside services will include a 20% markup unless otherwise noted.
8. All samples will be disposed at the completion of the test unless prior arrangements are made. LFE does not accept environmental or contaminated samples.
9. A vehicle fee of \$50 per trip will be applicable within the city limits of Temple/Belton/Killeen and Waco. An additional charge of \$0.65 per mile will apply outside of the city limits.

Construction Materials Fee Estimate						
Tennyson Middle School						
Waco, Texas						
Description			Quantity		Unit	Charge
Earthwork						
	Nuclear Field Density (min3/trip)		280		\$27.00	\$7,560.00
	Soil Technician		176		\$65.00	\$11,440.00
	D698 or D1557 Proctor		14		\$300.00	\$4,200.00
	Atterberg Limits		14		\$125.00	\$1,750.00
	Sieve Analysis		2		\$125.00	\$250.00
	(-) 200 Sieve Wash Test		12		\$45.00	\$540.00
	Wet Ball Mill		1		\$315.00	\$315.00
	Lime Series		1		\$220.00	\$220.00
	In Place Gradation		1		\$45.00	\$45.00
	Lime Depth Checks		6		\$15.00	\$90.00
Drilled Piers						
	Engineering Time		3		\$200.00	\$600.00
	Pier Observation		168		\$65.00	\$10,920.00
	Pier Observation-OT		82		\$97.50	\$7,995.00
	(includes concrete sampling)					
Concrete						
	Reinforcing Steel Observation		185		\$65.00	\$12,025.00
	Concrete Technician		339		\$65.00	\$22,035.00
	Concrete Technician-OT		48		\$97.50	\$4,680.00
	Compression Test Cylinders		702		\$27.00	\$18,954.00
	Cylinder Pick-Up		125		\$65.00	\$8,125.00
	FF/FL Events		8		\$750.00	\$6,000.00
Masonry						
	Reinforcing Steel Observation		5		\$65.00	\$325.00
	Masonry Technician		52		\$65.00	\$3,380.00
	Non Shrink Grout Strength		48		\$27.00	\$1,296.00
	Mortar Strength		15		\$27.00	\$405.00
	Grout Strength		20		\$27.00	\$540.00
	Sample Pick-Up		26		\$65.00	\$1,690.00
Welding Observation						
	CWI		60		\$110.00	\$6,600.00
	Vehicle Charge (from Austin)		12		\$175.00	\$2,100.00
	UT Equipment		5		\$150.00	\$750.00
HMAC						
	HMAC Technician		16		\$65.00	\$1,040.00
	Extraction/Gradation		2		\$335.00	\$670.00
	Molding/Bulk Density Superpave Mix		4		\$210.00	\$840.00
	Rice Gravity		2		\$80.00	\$160.00
	HMAC Cores		8		\$70.00	\$560.00
	Coring Machine/Generator per day		1		\$150.00	\$150.00
	Nuclear Field Density (min3/trip)		4		\$27.00	\$108.00
Vehicle and Report Charges						
	Vehicle Use Fee		478		\$50.00	\$23,900.00
	Report Charge		569		\$25.00	\$14,225.00
					TOTAL:	\$176,483.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Brian R Hadar PHONE (A/C. No. Ext): (214) 323-4602 E-MAIL ADDRESS: certificatedallas@risk-strategies.com	FAX (A/C. No.): (214) 503-8899
	INSURER(S) AFFORDING COVERAGE	
INSURED Langerman Foster Engineering Company, LLC 2000 SOUTH 15TH Waco TX 76706	INSURER A: Berkley Insurance Company	32603
	INSURER B: Travelers Casualty and Surety Company	19038
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: Charter Oak Fire Insurance Company	25615
	INSURER E: Travelers Property Casualty Co of Amer	25674
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 70753486

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6804H995052	12/3/2021	12/3/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA2R124151	12/3/2021	12/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP1067X345	12/3/2021	12/3/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8J242169	12/3/2021	12/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		<input checked="" type="checkbox"/>	AEC-9049579-06	12/3/2021	12/3/2022	Per Claim/Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies. RE: Materials Testing Waco I.S.D. is named additional insured on the general, auto, and umbrella liability coverage as required by written contract. The general liability coverage is primary and non-contributory. A waiver of subrogation is shown in favor of the additional insured on general, auto, umbrella liability, workers compensation and professional liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Waco Independent School District
 4315 Beverly Dr.
 Waco TX 76711

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Hadar

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 6804H995052

OFFICE PAC

ISSUE DATE: 10/11/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

- 1. YOUR ACTS OR OMISSIONS; OR
- 2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY: THIS INSURED DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING, OR "PERSONAL INJURY" OR

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER:

OFFICE PAC

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

"ADVERTISING INJURY" ARISING OUT OF AN OFFENSE COMMITTED, AFTER:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED;
OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CG D3 61 03 05

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on the Effective Date, as hereinafter defined, by and between Langerman Foster Engineering Company, LLC (“Consultant”), and the Waco Independent School District (“Owner” or “District”), for provision of [*Materials Testing.*] and related services to the District, on an as-needed basis, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and the receipt of which shall be acknowledged by endorsement thereof, the parties do hereby agree as follows:

- 1. Services to be Performed by Consultant**—Upon request by the District, Consultant shall prepare and present a Service Work Order covering the provision of certain Materials Testing services on District public works projects (“Services”). Each Service Work Order shall set forth the scope of the Services to be performed by Consultant, the location of the services or subject project, the cost of the services, any deliverables to be provided to Owner, any information or actions required of the Owner in connection with the Services, and the timelines or deadlines associated with Services, on the form attached hereto as Exhibit “B.” Each Service Work Order duly executed by the District and Consultant shall be subject to the terms and conditions of this Agreement and is hereby incorporated into this Agreement, to the extent permitted by Section 17. Consultant is not guaranteed any certain or minimum amount of assignments from Owner under this Agreement. All services provided by Consultant shall be performed according to the standards of his profession in a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing under similar conditions.
- 2. Compensation**—In consideration of the services performed by Consultant under this Agreement, the Owner shall pay to Consultant the compensation set forth in each applicable Service Work Order. Additional services and reimbursable expenses shall be compensated at the rate and manner set forth in this Agreement and the applicable Work Order. Payments shall be due within 30 days following receipt of a valid and undisputed invoice, upon completion of the Services or other progress milestone as agreed to in a Service Work Order.
- 3. Time of Completion**—Consultant shall complete the work specified in the Work Order, in a timely manner, in accordance with the Owner’s schedule for

the subject project. Consultant shall not commence with any Services until a Work Order has been executed by both Consultant and a duly authorized representative of the District.

4. **Relationship of the Parties**—It is understood and agreed that Consultant is an independent contractor and neither Consultant nor any employees, volunteers, or agents contracted by Consultant shall be deemed for any purposes to be employees, volunteers or agents of Owner. Consultant shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
5. **No Waiver of Immunity**—Owner does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
6. **Insurance and Indemnity**—For the term of this Agreement, Consultant agrees to maintain and keep on file with Owner all insurance coverages as set forth in Exhibit A to this Agreement. Consultant shall provide valid renewal or amended certificates, as required in Exhibit A.

Consultant agrees to indemnify and hold harmless Owner, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys' fees and court costs, to the extent they arise out of Consultant's negligent acts or omissions.
7. **Compliance with Laws**—Consultant shall maintain any and all applicable license(s) and certification(s) necessary to perform any Services contemplated by this Agreement. Consultant shall observe and comply with all Federal, State, County and local laws, and Owner's Board Policies that in any manner affect the provision of Services and performance of all obligations undertaken pursuant to this Agreement.
8. **Authorization of Agreement**—Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms. This Master Agreement is not exclusive, and does not guarantee that Consultant shall receive any minimum or specific volume of work from Owner.

9. **No Waiver**—No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
10. **Notices**—Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Consultant:

Langerman Foster Engineering Company, LLC
Scott M. Langerman, P.E.
2000 South 15th Street
Waco, Texas 76706

If to Owner:

[Insert]

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

11. **No Assignment**—No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
12. **Amendments**—This Agreement may be amended or modified by, and only by, a written instrument approved by the Owner in accordance with Owner's Board Policy.
13. **Termination**—Owner may terminate this Agreement with or without cause upon seven (7) days written notice to Consultant. Consultant shall be entitled to compensation for all services provided up to the effective date of termination. Consultant may terminate this Agreement upon thirty (30) days written notice in the event of non-payment or other default by Owner.
14. **Section Headings**—The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend or construe the terms or provisions of the sections of this Agreement.

15. **Governing Law**—This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the courts of McLennan County, Texas, for any action under this Agreement.
16. **Duplicate Originals**—This Agreement may be executed in counterparts or electronically, either of which shall have the same full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.
17. **Complete Understanding**—This Agreement and all Exhibits, Supplements and Amendments thereto shall constitute the complete understanding of Consultant and Owner. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any terms or conditions contained in any Work Order, or to an attachment to any Work Order which purport to limit, waive, relinquish any liabilities of Consultant, or legal rights of the Owner, or which conflict with any terms within this Agreement, are hereby expressly excluded, void and unenforceable unless this Agreement is specifically amended to restate such term, condition or limitation in the main body of this Agreement. The appearance of such matters in any Proposal or attachment to a Work Order will be of no legal force or effect, as the attachment of any proposal to a Work Order is intended to only provide detailed information relating to the scope, deliverables, deadlines and fees relating to Consultant's services.
18. **Certifications**---Consultant hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Consultant hereby certifies and verifies that neither Consultant, nor any affiliate, subsidiary, or parent company of Consultant, if any (the "Consultant Companies"), boycotts Israel, and Consultant agrees that Consultant and Consultant Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Consultant further verifies that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by

Section 2274.002 of the Texas Government Code does not apply to the contract.

Consultant further verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

- 19. **Effective Date and Term**—The “Effective Date” of this Agreement shall be the date that all necessary and authorized representatives of Owner have endorsed the same, and shall continue through the end the Owner’s current fiscal year. Thereafter, this Agreement shall automatically renew for additional subsequent one-year periods, subject to the termination provisions set forth herein.

CONSULTANT

WACO INDEPENDENT SCHOOL DISTRICT


Signature

Signature

Scott Langerman, P.E. / Principal

Dr. Susan Kincannon, Superintendent

Nov. 14, 2022
Date

Date

**EXHIBIT A
CONSULTANT INSURANCE REQUIREMENTS**

<u>Insurance Required</u>	<u>Limit Required</u>
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments Per Project Aggregate Evidence of coverage must be shown on certificates of insurance.
Professional Errors & Omissions Liability insurance required for all licensed or certified professionals and engineers	\$1,000,000 Per Claim/Occurrence \$2,000,000 Aggregate Retroactive Date preceding date of contract must be shown in the Comments/Remarks Section of ACORD application. Professional Errors and Omissions Liability Insurance shall be maintained for three (3) years past substantial completion of construction contract. If coverage is cancelled or non-renewed prior to contract completion date, the Consultant shall purchase "Extended Reporting Period" coverage for a three (3) year period.
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000
Umbrella or Excess Liability	\$1,000,000

Insurance Conditions

All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. A 30 day notice of cancellation of any non-renewal, cancellation to any of the policies, and copies of CG 02 05, TE 02 02A and WC 42 06 01 or their equivalents specifically naming the District;
2. "Additional Insured" on the Property, General Liability and Automobile Liability and policies naming the District.
3. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, and Automobile Liability.

In addition to certificates of insurance, copies of policy endorsements must be provided: (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District. Consultant shall be responsible for payment of all deductibles.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

**EXHIBIT B
FORM OF WORK ORDER**

[SEE ATTACHED]

SERVICE WORK ORDER

This Service Work Order is subject to all terms and conditions of the Master Professional Services Agreement between Owner and Consultant, and shall become part of the Master Professional Services Agreement upon execution by Owner. Any amendment or modification of this Service Work Order must be in writing and signed by both parties.

1. **Agreed Services.** The agreed Services shall include the following, as further set forth in Consultant's attached proposal:

Materials Testing for the Construction of a New Tennyson Middle School

If applicable, any additional agreed Services, technical specifications, and/or drawings shall be as set forth and listed in the Consultant's Proposal attached hereto.

2. **Deadline for Performance.** Consultant shall complete performance of the Services specified herein on or before _____.

3. **Place of Performance.** Consultant shall perform the Services specified herein at the following location(s)

2020 N 42nd St, Waco

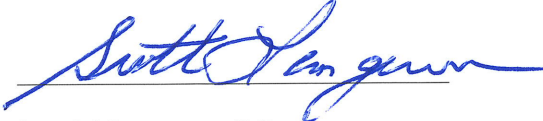
Tx _____.

4. **Agreed Total Price.** The parties hereby agree that the Total Compensation for all Services under this Service Work Order is **\$176,483.00**, as specified in the proposal attached hereto.

5. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any Services under this Service Work Order is: **Kevin Hafer-Assistant Director of Construction, Waco Independent School District** _____.

AUTHORIZED AND ACCEPTED:

CONSULTANT/ LANGERMAN FOSTER ENGINEERING COMPANY, LLC

By:  Date: Nov. 14, 2022

Name: Scott M. Langerman, P.E.

Title: Principal

OWNER/WACO INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____

Name: _____

Title: _____

EXHIBIT A: Consultant's Proposal, dated Nov. 14, 2022

Waco Independent School District
Board of Trustees Meeting Agenda

Date: December 15, 2022

Contact Person: Dr. Daniel Lopez

RE: Approval of Administrator Contract

=====

Background Information:

According to policy DC (Local), the Board retains final authority for employment of all contracted administrative personnel. The Administration may make a recommendation to the Board of Trustees to approve campus administrative positions.

Bradford McMillan is being recommended as principal of Tennyson Middle School. Mr. McMillan has a bachelor's degree from Tarleton State University and a master's degree from Stephen F. Austin State University. He has been a middle school and high school teacher. In addition, he has served as a high school assistant principal for the last five years.

Fiscal Implications:

Salary included in the fiscal year budget.

Administrative Recommendation(s):

Approve the employment and contract of Bradford McMillan as principal of Tennyson Middle School.

**WACO INDEPENDENT SCHOOL DISTRICT
BOARD MEETING MINUTES**

Regular Meeting, November 17, 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 (THIS ITEM WAS MOVED TO AFTER AGENDA ITEM #8)

Public comments were made by:

- Pam Cooper
- Rosalinda Silva
- Stuart Parsons
- Mikki Roberts
- Jeff Davidson
- Ed Mazanec III
- Aaron Mynar
- Eddie Mazanec
- K. Paul Holt
- Heather Lewis
- Maria Aguilar
- Hope Mustakim

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

SPECIAL RECOGNITIONS

Pledge Leaders

Elise Rangel and Chris Sanchez, students from Hillcrest PDS Elementary, led the pledge of allegiance.

Principal Leadership Institute

The following Waco ISD leaders and administrators were chosen by Region 12 to participate in the Principal Leadership Institute:

- Krystal Collier
- Cari Detlefsen
- Lauren Frasure
- Pedro Hernandez
- Sharina Hubbard
- Becky Kersh
- Karmen Logan
- Erin Lange
- Dr. Keonna White

Community Partner Award

The Waco Rotary Club was recognized as the Outstanding Community Partner.

SUPERINTENDENT'S REPORT

G.W. Carver Student Ambassadors

On November 3, the G.W. Carver Student Ambassadors enjoyed their first site visit to the construction site. The group of 40 students rotated through four stations that included a briefing on site management for the build, observing the recently completed foundation pour, and learning about stages of the building process.

Elementary Design Student Engagement Sessions

As part of our ongoing Elementary Design Process, student engagement sessions were facilitated by O'Connell Robertson during the first week of November. Each session included approximately 8-12 students from various grade levels participating in visioning activities and discussions about how they imagine their ideal new school.

PEIMS Snapshot

October 28 was the official snapshot date, as designated by the Texas Education Agency (TEA). The data show Waco ISD has 13,824 students enrolled this year. That's 262 students less than last school year.

For students enrolled in Waco ISD, 61% are Hispanic, 27.7% are African American, 8.39% are White and 2.44% are coded as two or more races.

Approximately 89.65% of students are economically disadvantaged and about 23.39% are Limited English Proficient.

The district's Special Education population is 13.3%, and 6.89% of students participate in the bilingual program.

INFORMATION ITEMS/REPORTS

- Monthly Financial Reports for the Period Ended September 30, 2022
- Monthly Financial Reports for the Period Ended October 21, 2022

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 Temporary Labor Services
- Bid Renewal for Fire Alarm Repairs and Security & Fire Alarm Monitoring Services
- Purchases over \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Services
- Allowance Expenditure Authorization to Address Equipment Costs Related to the Construction of G.W. Carver Middle School
- Campus Targeted Improvement Plans
- Second Reading and Adoption of Board Policy DEC(LOCAL)
- Board of Trustee Meeting Minutes
 - Regular Meeting - October 27, 2022

The item "Allowance Expenditure Authorization to Address Equipment Costs Related to the Construction of G.W. Carver Middle School" was pulled from the Consent Agenda for discussion.

Jose Vidana made a motion, seconded by Angelo Ochoa, to approve the Consent Agenda. The motion carried unanimously (6-0). Keith Guillory abstained from voting stating a conflict of interest with agenda item "Bid Renewal for Fire Alarm Repairs and Security & Fire Alarm Monitoring Services."

After discussion, Emily Iazzetti made a motion, seconded by Jose Vidana, to approve "Allowance Expenditure Authorization to Address Equipment Costs Related to the Construction of G.W. Carver Middle School." The motion carried (6-1).

CONSIDER, DISCUSS AND TAKE APPROPRIATE ACTION REGARDING THE AWARD OF CONTRACT TO CORE CONSTRUCTION, INC. FOR TENNYSON MIDDLE SCHOOL

Gloria Barrera explained the Competitive Sealed Proposal (CSP) process and recommended the approval of the Award of Contract for the construction of Tennyson Middle School to CORE Construction as presented and authorize the Superintendent to execute the contract.

Several public comments were heard regarding the item. After public comments, the Board went into recess from 7:13 p.m. to 7:21 p.m. before continuing to discuss the agenda item.

Jeremy Davis made a motion to enter into closed session at 7:23pm. Jonathan Grant seconded the motion. The motion passed unanimously (7-0).

The board reconvened at 8:08 p.m.

Jose Vidana made a motion, seconded by Emily Iazzetti, to approve the Award of Contract for the construction of Tennyson Middle School to CORE Construction as presented and authorize the Superintendent to execute the contract. The motion passed (4-3).

REVIEW AND DISCUSS THE OPPORTUNITY CULTURE PROGRAM

This item was moved to the December Board Meeting.

ANNOUNCEMENTS

Elizabeth Cox, Chief of Staff, made the following announcements:

- November 18 is an early release day for the district
- The district will be closed November 21-25 for Thanksgiving Break
- There will be a community send off for our Bi-District Champs, the UHS Trojans football team, November 18 at 12:45 p.m., as they head to the Area Playoff game
- The Area Playoff game will be held at Buffalo Stadium in Giddings, at 7 p.m.
- The Greater Waco Advanced Manufacturing Academy (GWAMA) will host a ribbon cutting ceremony for its new Computer Integrated Manufacturing (CIM) system, at 2 p.m., November 18

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 enter into closed session to discuss personnel.

ADJOURNMENT

The meeting adjourned at 9:20 p.m.

Waco Independent School District

Board of Trustees Workshop Agenda Item

Date: December 15, 2022

Contact Person: Dr. Josie Gutierrez

RE: Review and Discuss the Opportunity Culture Program

=====

Background Information:

At the October 2020 Regular meeting, the Board approved a Memorandum of Understanding (MOU) with Public Impact. The MOU outlined a partnership with Public Impact to implement the Opportunity Culture (OC) program. The OC model focuses on increasing student achievement with paid teacher residencies to build a strong teacher pipeline. The model also uses job redesign to create advanced roles for excellent teachers who teach more students and coach teacher teams. These new roles create career pathways for teachers who choose to take on greater responsibility, receive greater compensation, and remain in instructional roles rather than leave teaching for higher paying positions.

The Board will receive an update on OC that includes general information about the model, an overview of OC career pathways with salary implications, and the impact this commitment is having in Waco ISD.

In summary, OC allows excellent teachers to take their talents to the next level by leading and supporting other in-service teachers and training aspiring residents. These opportunities increase Waco ISD's ability to attract and retain high performing candidates, which lead to schools with more consistent, excellent teaching in every classroom.

Fiscal Implications:

None

Administrative Recommendation(s):

No action is requested. This information is presented for review and discussion only.

A woman with long dark hair, wearing glasses and a red patterned scarf, is looking down at a young girl with braids. They are in a library or bookstore, with bookshelves visible in the background. The woman is wearing a blue and white striped shirt. The girl is wearing a blue shirt.

Opportunity CULTURE

Waco ISD School Board Meeting
December 15, 2022

What is Opportunity Culture?



Teams of teachers and school leaders adopt roles to:

- **Reach more students** with **excellent teachers** and their teams.
- **Pay teachers more** for extending their reach.
- Fund pay within **regular budgets**.
- Provide protected in-school time and clarity about how to use it for **planning, collaboration and development**.
- Match **leadership responsibilities to each person's role**.

Impact of Opportunity Culture



Culture

**Student &
Teacher
Growth**

Leadership



Multi-Classroom Teacher

Using MCL methods and tools, the MCL collaborates with the team to plan, teach, coach, and analyze data to improve learning for all students.

\$13,000-\$18,000

Instructional Aide pay prorated at 80%

Teacher Resident

A student teacher who serves as a co-teacher to a MCL and develops expertise as they deliver instruction throughout a full school year.

Reach Associates

An instructional aide who provides both instructional and non-instructional support to teachers, manages procedures and supervises students.

Master Team Reach Teacher

In collaboration with the MCL, ensures alignment of lessons, activities, and assessments in a purposeful and enriched learning environment.

\$2,000

\$5,000



Master Team Reach Teacher

Collaborates with MCL to ensure alignment of lessons, activities, and assessments to provide an enriched learning environment. Works directly with one team teacher to provide coaching and instructional support.

\$5,000

Multi-Classroom Teacher

Collaborates with the team to plan, teach, coach, and analyze data to improve learning for all students.

\$13,000-\$18,000

Teacher Resident

A paid student teacher who develops expertise as they deliver instruction throughout a full school year.

Instructional Aide pay prorated at 80%

Reach Associates

A high performing instructional aide who provides both instructional and non-instructional support to teachers with additional leadership opportunities.

\$2,000



P-Tech

Instructional Aide

What is Possible?



Elementary Teacher Example 1

Teacher Salary (15th Year)	\$57,500
Multi-Classroom Leader II Stipend	\$16,000
TIA Designation - Master	\$27,000
	+

	\$100,500

High School Teacher

Teacher Salary (15th Year)	\$57,500
Multi-Classroom Leader II Stipend	\$16,000
TIA Designation - Master	\$27,000
Math Stipend	\$ 8,000
	+

	\$108,500

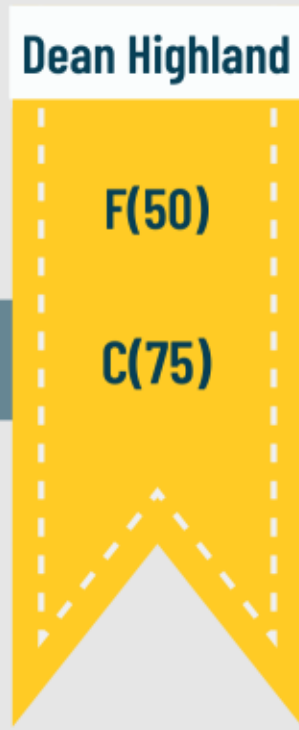
Elementary Teacher Example 2

Teacher Salary (15th Year)	\$57,500
Multi-Classroom Leader II Stipend	\$16,000
TIA Designation - Master	\$27,000
Bilingual Teacher Stipend	\$ 5,000
	+

	\$105,500



2019
2022



Success of Opportunity Culture Schools



5 OC Campuses



45 OC Educators



Over 2,000 students
reached

The Reach of Opportunity Culture

Impact of Opportunity Culture Schools



Opportunity Culture has been a great asset for our campus! It has helped create a culture of community, accountability, collaboration and teamwork. In addition, OC has impacted and increased our academic performance in all areas. I consider it a privilege to be a part of it!

-MCL

Opportunity Culture is about impacting systems. We work to refine each individual piece, so that the whole is made stronger.

-MCL



Identify five additional campuses for the
2023-2024 school year

Expansion process will begin in December 2022

Hiring process and professional development
redesign in Spring 2023

Next Steps for
Opportunity Culture

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: December 15, 2022

Contact Person: Trustees Davis & Guillory

RE: Discuss Campus Safety: “Behavioral Stats for the District and what plans have been implemented to improve behaviors; Review Out-Of-School Suspension Rates, In-School Suspension Rates, and Violent Incident Reports for our Current School Year, the Last School Year (2020-2021), and the 2018-2019 School Year at Each of Our Schools, Drug Use on Campus, Violent Incidents Involving Staff and Students, Intruder or Outsider Reported on Campus, Data from 2018-2022 for Primary and Secondary Campuses”

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Background Information:

Trustees Jeremy Davis and Keith Guillory requested the addition of an agenda item for the Board to Discuss Campus Safety: “Behavioral Stats for the District and what plans have been implemented to improve behaviors; Review Out-Of-School Suspension Rates, In-School Suspension Rates, and Violent Incident Reports for our Current School Year, the Last School Year (2020-2021), and the 2018-2019 School Year at Each of Our Schools, Drug Use on Campus, Violent Incidents Involving Staff and Students, Intruder or Outsider Reported on Campus, Data from 2018-2022 for Primary and Secondary Campuses”

Data has been provided in response to this request and Dr. Rachelle Warren, Assistant Superintendent for Student Services & Support, along with her team, will provide an update on the implementation of the district’s Multi-tiered Systems of Support (MTSS).

Since October 2019, the Student Services and Support Department has worked to identify and align resources, strategies and professional learning into a MTSS addressing behavior. The current school year represents the benchmark year for systemic implementation. Though many components pre-existed MTSS-Behavior, 2022-2023 is the beginning of a coordinated effort to integrate environmental and accountability efforts into a framework based on an instructional approach scaled for the entire district.

At each level of MTSS-Behavior, students demonstrating unsafe or disruptive behaviors are able to access increasingly prescriptive interventions. Campuses are now better equipped to use available data and resources to create and sustain safe learning environments for all students. A fully idealized MTSS-Behavior will mesh with the academic system to further strengthen overall efforts to ensure every student receives the strongest possible foundation for individual success.

Fiscal Implications:

Unknown.

Administration Recommendations:

Take no action on this item.

Implementation Update

Multi-Tiered Systems of Support (MTSS)



2018-2023 Year-to-Date Suspension

	2018-2023 YTD Suspension																			
	2018-2019		2019-2020		2020-2021		2021-2022		2022-2023		2018-2019		2019-2020		2020-2021		2021-2022		2022-2023	
data as of 11/30/22			Out in March		Remote Year		Full YR Back													
	Previous Year										Current YTD									
HIGH SCHOOLS	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days
WACO H S	418	518	439	881	380	647	694	1071	205	298	734	1110	476	881	218	481	124	254	263	601
UNIVERSITY H S	965	1027	557	576	465	483	954	1084	239	280	467	746	304	516	98	165	360	788	105	234
G L WILEY (DAEP)	146	148	103	106	14	16	57	63	45	63	270	477	92	172	4	4	67	151	19	25
BRAZOS H S	66	85	19	24	6	9	7	10	7	8	93	143	39	62	17	25	12	19	11	20
TOTALS	1595	1778	1118	1587	865	1155	1712	2228	496	649	1,564	2,476	911	1,631	337	675	563	1,212	398	880
	Previous Year										Current YTD									
MIDDLE SCHOOLS	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days
CESAR CHAVEZ MIDDLE	637	864	463	615	169	244	576	715	173	237	382	661	207	399	241	17	462	949	88	177
TENNYSON MIDDLE	711	931	579	688	260	398	531	832	131	176	248	309	141	166	93	198	272	559	172	318
G W CARVER MIDDLE	672	816	694	778	172	201	521	607	217	214	436	785	395	598	104	231	821	1752	246	436
INDIAN SPRING MIDDLE	395	501	289	349	194	259	361	496	116	145	356	698	275	500	71	143	507	1051	107	204
G L WILEY (DAEP)	77	77	46	47	15	16	77	87	135	139	134	224	66	131	24	40	90	193	62	94
TOTALS	2492	3189	2071	2477	810	1118	2066	2737	772	911	1556	2677	1084	1794	533	629	2152	4504	675	1229
	Previous Year										Current YTD									
ELEM SCHOOLS	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days
ALTA VISTA EL	93	138	49	56	39	49	63	66	8	8	2	2	0	0	0	2	2	0	0	0
BELLS HILL EL	72	97	127	195	40	61	14	14	14	14	0	0	1	1	7	15	4	4	0	0
BROOK AVENUE EL	97	125	86	128	58	62	4	4	28	27	36	40	19	23	20	26	0	0	2	2
CEDAR RIDGE EL	514	663	290	345	153	192	74	79	133	143	47	69	45	95	4	8	0	0	18	24
CRESTVIEW EL	267	387	130	189	82	107	20	23	10	11	0	0	1	3	0	0	0	0	0	0
DEAN HIGHLAND EL	36	63	49	72	15	24	15	18	36	52	15	33	13	19	10	17	0	0	39	53
HILLCREST PDS MAGNET	169	233	70	93	18	22	14	15	6	6	12	11	0	0	2	4	3	4	0	0
J H HINES EL	108	120	593	629	364	401	187	196	162	185	33	52	163	193	94	118	32	40	36	48
KENDRICK EL	78	111	55	67	44	91	6	6	38	44	9	20	12	21	8	10	0	0	0	0
LAKE AIR MONTESSORI	56	78	44	57	17	29	5	9	16	23	2	4	2	2	11	13	0	0	0	0
MOUNTAINVIEW EL	105	134	50	71	81	108	10	11	30	42	2	5	0	0	0	0	3	3	2	4
PARKDALE EL	159	209	131	140	96	110	9	10	30	31	20	40	33	38	22	27	2	2	10	12
PROVIDENT HEIGHTS EL	78	78	29	29	8	8	12	21	12	14	2	2	0	0	0	0	0	0	1	1
SOUTH WACO EL	79	84	101	125	83	103	74	79	92	130	34	61	17	22	17	24	10	10	20	43
WEST AVENUE EL	122	149	60	78	20	22	4	9	35	41	26	38	4	6	18	28	6	12	4	7
GL Wiley EL	0	0	0	0	0	0	1	1	0	0	21	27	3	3	1	2	19	34	6	14
TOTALS	2033	2669	1864	2274	1118	1389	512	561	650	771	261	404	313	426	214	292	81	111	138	208
	ISS										OSS									
ALL	Previous Year										Current YTD									
SCHOOLS	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days	Incidents	Days
TOTALS	6120	7636	5053	6338	2793	3662	4290	5526	1918	2331	3,381	5,557	2,308	3,851	1,084	1,596	2,796	5,827	1,211	2,317

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2018-2023 YTD Offense Codes

***VIOLENT CRIMINAL ACTS
 17 MURDER/CAP MURDER/CRIMINAL ATTEMPT
 18 INDECENCY W/CHILD
 19 AGGRAVATED KIDNAPPING
 30 AGG ASSAULT AGAINST NON EMPLOYEE
 32 SEXUAL ASSAULT/AGG ASSAULT NON EMPLOYEE/VOLUNTEER
 46 AGGRAVATED ROBBERY

Campus	2018-2023 YTD																				
	Possession, Sold, Used, Under Influence (Marijuana, Controlled Substance) PEIMS code 04					Assault against non-employee (student to student) Code 28					Assault against employee (student to employee) PEIMS Code 27					Violent Criminal Acts (On Campus)					
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	
data as of 11/30/22		Out in March	Remote Year	Full YR Back																	
	Previous Year					Previous Year					Previous Year					Previous Year					
	Current YTD					Current YTD					Current YTD					Current YTD					
HIGH SCHOOLS	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Previous Year					Current YTD
WACO H S	27	12	4	26	14	5	5	2	4	6			1	2		3			1		
UNIVERSITY H S	32	29	22	40	10			3	6	1		1				1					
G L WILEY (DAEP)	11	12		15	15	3	1			2					1						
BRAZOS H S		1	2		2																
MCCA HS	5	8	1	4	11						2										
TOTALS	75	62	29	85	52	8	6	5	10	9	2	1	1	2	1	4	0	1	0	0	
	Previous Year					Previous Year					Previous Year					Previous Year					
MIDDLE SCHOOLS	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Previous Year					Current YTD
CESAR CHAVEZ MIDDLE	7	11	4	13	4	1			1				1		1						
TENNYSON MIDDLE	5	3	11	22	3	4		2	13	15	1			3							
G W CARVER MIDDLE	1	1	4	2	2	1			1	6	1										
INDIAN SPRING MIDDLE	2	5	2	6	4	1	2		4	6			1							1	
G L WILEY (DAEP)	2	5		3	12		1			1					2						
MCCA MS	6			1	4																
TOTALS	23	25	21	47	29	7	3	2	19	28	2	0	2	4	2	0	0	0	0	1	
	Previous Year					Previous Year					Previous Year					Previous Year					
ELEM SCHOOLS	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Previous Year					Current YTD
BELLS HILL EL	3																				
BROOK AVENUE EL						2					3	1									
CEDAR RIDGE EL						1	1				15*	22*									
CRESTVIEW EL	1					4						1									
DEAN HIGHLAND EL											1										
HILLCREST PDS MAGNET	1																				
J H HINES EL						1			3		10			1							
PROVIDENT HEIGHTS EL											2									2	
SOUTH WACO EL																					
WEST AVENUE EL														1*							
GL Wiley EL						1					1										
TOTALS	5	0	0	0	0	9	1	0	3	107	32	24	0	2	2	0	0	0	0	0	
	ISS					OSS					OSS					Violent Criminal Acts					
ALL	Previous Year					Previous Year					Previous Year					Previous Year					
	Current YTD					Current YTD					Current YTD					Current YTD					
SCHOOLS	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Incidents	Previous Year					Current YTD
TOTALS	103	87	50	132	81	24	10	7	32	37	36	25	3	8	5	4	0	1	0	1	

RED= Continuations

*SPED Unit *SPED Unit *SPED Unit



all students

MTSS Tier 1

- SEL Curriculum
- No Place for Hate
- Behavior Boot Camp
- Behavior Academy
- STOPit App
- Universal Behavior Screener
- Attendance Incentives



some students

MTSS Tier 2

- De-Escalation Training
- Behavior Staff
- Meadows Mental Health Policy Institute
- Paraprofessional Training
- Attendance Intervention

MTSS Tier 3

few students



- Threat Assessment
- Transition or Behavior Plans
- Vape Detectors Pilot
- Attendance Intervention