

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

Thursday, February 26, 2026 - 6:00 PM

A Regular Meeting of the Board of Trustees of Waco Independent School District will be held February 26, 2026, beginning at 6:00 PM in the WISD Conference Center, 115 S 5th Street, Waco, Texas.

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

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

AGENDA

1. **Call to Order**
2. **Public Comments on Agenda Items**
3. **Moment of Silence and Pledge of Allegiance**
4. **Special Recognitions**
 - 4.A. Pledge Leaders
 - 4.B. Region 12 Counselor of the Year
 - 4.C. Texas School Public Relations Association Star Awards Recipients
 - 4.D. Community Partner Award
5. **Superintendent's Report**
 - 5.A. Black History Month Celebrations
 - 5.B. Superintendent's Teacher Advisory Committee
6. **Information Items/Reports**
 - 6.A. Monthly Financial Reports for the Period Ended January 31, 2026
7. **Consent Agenda: Consider and Take Appropriate Action**
 - 7.A. Amendments to the 2025-2026 Budget
 - 7.B. Bid Award for Maintenance Supplies, Equipment and Services
 - 7.C. Bid Award for Educational Consultants, Professional Development and other Student-Based Contracted Services
 - 7.D. Bid Award for Re-Roofing Project at South Waco Elementary
 - 7.E. Second Reading of Board Policy Update 126
 - 7.F. Update to Board Policy DEA (LOCAL)

- 7.G. Memorandum of Understanding (MOU) between Waco ISD and Texas State Technical College (TSTC) for Dual Credit Courses
- 7.H. Purchases in Excess of \$50,000 Under Pre-Existing Bids, Purchasing Cooperatives or Allowed Professional Services
- 7.I. TexPool Resolution Amending Authorized Representatives
- 7.J. Professional Development Waiver
- 7.K. Certification of Unopposed Candidates and Orders of Cancellation for May 2, 2026 Trustee Elections
 - Certificación de Candidatos Sin Oposición y órdenes de Cancelación Para las Elecciones de Fideicomisarios del 2 de Mayo de 2026
- 7.L. Memorandum of Understanding Between the Waco ISD and Waco Family Medicine for the Bernard and Audre Rapoport Vision Center
- 7.M. Senate Bill 11
- 7.N. Board of Trustees Meeting Minutes
 - 7.N.1. January 22, 2026 - Regular Meeting
 - 7.N.2. February 5, 2026 - Special Meeting
- 8. **Review and Discuss Priority 3 - 3.2 Foster Strong Partnerships**
Presenter: Jill Anderson
- 9. **Review and Discuss Priority 1 - 1.1 Implementing Systems to Support Campus Performance**
Presenter: Dr. Deena Cornblum
- 10. **Review, Discuss and Take Appropriate Action Regarding a Third Party Partnership Agreement, Elementary School, Under Board Policy**
Presenter: Dr. Tiffany Spicer
- 11. **Review and Discuss Middle School Academic Programs**
- 12. **Review, Discuss and Take Appropriate Action on Appointment Process to Fill Vacancy of District At Large Trustee**
Presenter: Elizabeth Cox
- 13. **Announcements**
- 14. **Review and Discuss Potential Contracts on Real Property**
- 15. **Consideration of Personnel**
 - 15.A. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
 - 15.B. Hear a Complaint or Charge Against an Officer or Employee
- 16. **Adjournment**

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any

matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. (See BEC(LEGAL))

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: February 26, 2026

Contact Person: Jill Anderson

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 February, we have the pleasure of welcoming Kendrick Elementary students, Annabella Barco and Abigail Vargas.

Region 12 Counselor of the Year

Waco ISD is thrilled to congratulate Jennifer Young as the Region 12 Secondary Counselor of the Year! Ms. Young has been a counselor for three years and serves students at Waco High School.

Texas School Public Relations Association Star Awards Recipients

Waco ISD is proud to recognize our very own Communications Team for receiving multiple awards at the 2026 TSPRA Conference.

Community Partner Award

Waco ISD extends its heartfelt gratitude to our February community partner, **Dream Couture**, for their incredible commitment to our students. We are deeply thankful to Roxana Segovia and Claudia Frago for their dedication to ensuring that financial barriers never stand in the way of a core high school milestone.

By providing high school girls in need with everything from custom prom dresses to hair styling, makeup, corsages, and even a celebratory dinner, Dream Couture ensures every girl can experience prom with dignity and joy. Their work goes far beyond fashion; it empowers our students to feel confident and celebrated during one of the most memorable nights of their lives.

Fiscal Implications:

None

Administration Recommendations:
For discussion only

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Sherry Smith

RE: Monthly Financial Reports for the Period Ended January 31, 2026

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Background Information:

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

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

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 project 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 Recommendation(s):

The administration recommends that the Board of Trustees accept the monthly financial reports for the period ended January 31, 2026, as presented.



**BUSINESS &
FINANCIAL SERVICES**

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

Sherry Smith
Acting Chief Financial Officer

P.O. Box 27, Waco, Texas 76703
Phone: 254-755-9452

February 18, 2026

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 January 31, 2026 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 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, 2026.
- 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, 2026. Outstanding encumbrances are included on the "Encumbrances and Expenditures by Fund, Function, and Object" schedule, only.
- Beginning Fund Balance: Represents August 31, 2025 audited 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.

A handwritten signature in black ink that reads "Sherry Smith". The signature is written in a cursive, flowing style.

Sherry Smith
Acting Chief Finance Officer

Comparison of Fiscal Year 2025-2026 Revenues and Expenditures to Previous Fiscal Year as of January 31, 2026

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 January have decreased \$9,997,946 over last year and, as a percent of estimated revenue, are below last year's collections by approximately 11.93%. The decrease in revenue is due to the decrease in the levy amount and collections as the M&O tax rate for is unchanged between the 2024 and 2025 tax years. Even more significant is that, even though the appraised values of properties increased 1.8%, the new exemptions resulted in a decrease in taxable value of 4.7%. The cumulative value adjustments to the initial levy have been substantial causing decreased tax collections.

5730 Tuition and Fees – Tuition for ineligible prekindergarten students is down \$35,821 or 18.85%. The overall loss in prekindergarten enrollment is 113 students or 14.5%.

5750 Extracurricular Activities – Revenues shown on the January report have decreased \$30,915 from last year or 32.78%. This decrease is primarily in football gate receipts and concession sales.

5810 Per Capita and Foundation School Program Revenue – Revenue has increased \$8.6 million over last year. Although last year's revenue was reduced to settle the overpayment in the 2023-2024 school year, most of this increase is due to the shift in funding from local property tax collections to state funding resulting from the increases in exemptions.

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 increase of \$2.8 million is primarily due to the significant increase in teacher pay funded through the Teacher Retention Allotment.

12 Instructional Resources & Media – Expenditures have increased \$87,833 over last year. This is a result of transferring library staff out of ESSER funding and back into the general fund as of October 1, 2024.

13 Curriculum & Instructional Staff Development – Most of the \$136,322 increase is due to the purchase of Franklin Covey's Leader in Me instructional framework of \$62,745.

31 Guidance, Counseling & Evaluation Services – Increases in the identification of students as special needs continues to drive costs of diagnostic and evaluation services; however, at the end of January total expenses comparing year to year have decreased .6%, or \$227,052 over last year.

34 Student Transportation Services – Expenditures have declined \$319,502 from 2024-2025. This decrease is due to start-up costs incurred last fall as the District transitioned to an in-house transportation program, primarily the receipt of three micro-buses in October, 2024.

51 Plant Maintenance and Operations – Expenditures have increased \$637,193 over last year. A number of factors are contributing to the increase including, increased utility costs and increased property insurance costs as well as the work on projects not completed in 2025. These increases were anticipated in developing the 2025-2026 budget.

53 Data Processing Services – The 18.3% increase in expenditures is due to an increase of \$418,313 in data processing supplies, equipment and software.

61 Community Services – The decrease of \$293,455 is twofold, partially due to the termination of the wrap-around services with Transformation Waco and the timing of payments for Community in Schools.

Child Nutrition Fund

Revenues:

5750 Extracurricular Activities – Revenues from catering and ala carte meals has decreased \$92,303 or 26.8% from last year. Several factors have contributed to the decrease. Ala carte sales are down due the required pricing increase and a number of campuses did not start selling snacks until later in the school year or are restricting snack purchases to Fridays. Additionally, non-compliant drinks and food are no longer sold in the coffee kiosk at University High School and the new or revamped coffee kiosks at both high schools did not start at the beginning of the school year.

5900 Federal Sources Revenue – Federal reimbursements for meals breakfast and lunch meal reimbursement have decreased in the amount of \$340,994, or 6%, as a result in the decrease in enrollment. As a participant in the Community Eligibility Program, 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 reimbursement rate has for the 2025-2026 school year was once again set at 100%.

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 decreased \$1,575,019 from last year. The decrease is primarily due to timing issues in paying Sodexo’s monthly charges due to billing issues that needed to be resolved prior to payment, equipment purchases of \$489,883 made in September and October, and reduced meal costs due to drop in enrollment.

Debt Service Fund

Revenues:

5710 Local Property Taxes – Property tax collections at the end of December have decreased \$4,913,731 in comparison to last year, whereas the budget only decreased \$1.9 million from last year. As explained in the General Fund’s local property revenue section of this comparison, adjustments to the initial levy have been substantial causing a decrease in collections. Collections as a percent of budget have decreased 15.3%.

5820 Other State Program Revenue – Because the increased property tax exemptions had to have voter approval in November, the Texas Education Agency was delayed in its calculation of the Additional State Aid for Homestead Exemptions until December. Revenue has increased by \$213,239 from last year.

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 from the prior year in the amount of \$34,520.

Proprietary Fund – Governmental Activities – Internal Service Fund

The District utilizes an Internal Services Fund to account for its self-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 January 31, 2026, revenues exceeded expenses by \$684,227. That is a \$598,449 improvement in performance compared to the prior year. This improvement is due to the increase in employer contributions. And, while medical claims increased \$346,431, prescription drug claims decreased \$282,640. The following chart reflects net operations for the various programs accounted for in the fund:

Program	Revenues	Expenses	Net
Group Health Insurance	\$ 6,988,603	\$ 5,572,909	\$ 1,415,694
Unemployment Compensation	30,846	47,228	(16,382)
Workers’ Compensation	336,735	195,749	140,986
Total	\$ 7,356,185	\$ 5,815,886	\$ 1,540,298

Unemployment reflects claims for the quarter ended December 31, 2025. The \$47,228 in claims is an increase of \$36,306 or 332% over last year. This increase demonstrates the impact of bus driver work calendars on unemployment activity.

Workers' compensation claims expenditures have decreased \$86,574 from last year. TASB's administrative fee was paid at the beginning of the year and totals \$123,068, an increase of \$2,552.

Reserves for estimated incurred-but-not-reported (IBNR) claims for the fully self-funded health insurance plan totaled \$1,413,000 for medical claims with no run-out for prescription drugs, at August 31, 2025. This is an increase of \$751,000. Additionally, reserves for the estimated allocated loss adjustment expense (ALAE) for the partially self-funded workers' compensation plan totaled \$249,336, a decrease of \$24,093. In total estimated liabilities for incurred-but-not-reported claims were \$1,662,336. The beginning net position at September 1, 2025 was \$2,042,014. This is an estimated increase of \$401,764 over last year's beginning fund balance.

Waco Independent School District
BALANCE SHEET
GENERAL FUND
As of January 31, 2026

ASSETS

Cash and Temporary Investments	\$	129,919,818
Property Taxes Receivable, Net of Allowance of \$1,362,782		1,942,709
Due from Other Governments		3,829,296
Accrued Interest		104,170
Other Receivables		76,671
Inventories		297,747
Deferred Expenditures		<u>3,108</u>
Total Assets	\$	<u><u>136,173,519</u></u>

LIABILITIES

Accounts Payable	\$	1,112,359
Other Current Liabilities		
Payroll Withholdings and Contributions Payable		1,412,756
Accrued Wages Payable		11,395,248
Due to Other Funds		4,739,403
Due to Other Governments		79
Unearned Revenue		<u>7,366</u>
Total Liabilities	\$	<u><u>18,667,211</u></u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	\$	1,942,709
Total Deferred Inflows of Resources	\$	<u><u>1,942,709</u></u>

FUND BALANCES

Nonspendable Fund Balance	\$	300,855
Committed Fund Balance		423,210
Unassigned Fund Balance		<u>114,839,534</u>
Total Fund Balances	\$	<u><u>115,563,599</u></u>
Total Liabilities and Fund Balances	\$	<u><u>136,173,519</u></u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended January 31, 2026

GENERAL 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 1/31/2026	Prior Year 1/31/2025	Current 1/31/2026	Prior Year 1/31/2025			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 64,323,431	64,323,431	19,479,364	29,612,418	42,886,796	52,884,742	(21,436,635)	66.67%	78.60%
5720 Services to Other Districts	75,000	75,000	8,962	8,223	44,059	40,047	(30,941)	58.75%	52.01%
5730 Tuition & Fees	130,000	130,000	8,541	4,407	49,133	84,953	(80,867)	37.79%	56.64%
5740 Other Local Revenue	3,306,080	2,390,311	473,004	849,465	1,851,949	2,206,978	(538,362)	77.48%	62.12%
5750 Extracurricular Activities	535,100	535,100	26,564	28,205	321,224	352,138	(213,876)	60.03%	92.81%
5760 Intermediate Source (C.E.D.)	342,600	342,600	-	-	-	-	(342,600)	0.00%	0.00%
Total Local Sources	\$ 68,712,211	67,796,442	19,996,434	30,502,718	45,153,161	55,568,858	(22,643,281)	66.60%	77.37%
STATE SOURCES									
5810 Per Capita & FSP Act	\$ 82,770,806	82,408,309	192,207	253,793	44,102,591	35,470,919	(38,305,718)	53.52%	49.10%
5820 Other State Program (TEA)	-	-	-	-	2,173	-	2,173	0.00%	0.00%
5830 Other State Program	8,022,521	8,022,521	597,083	600,259	2,998,738	2,953,652	(5,023,783)	37.38%	38.16%
Total State Sources	\$ 90,793,327	90,430,830	789,290	854,052	47,103,502	38,424,571	(43,327,328)	52.09%	48.04%
FEDERAL SOURCES									
5900 Federal Sources Revenue	2,969,400	2,969,400	98,210	46,349	469,315	1,702,434	(2,500,085)	15.81%	45.78%
Total Revenues	\$ 162,474,938	161,196,672	20,883,934	31,403,119	92,725,977	95,695,863	(68,470,695)	57.52%	61.53%
EXPENDITURES									
11 Instruction	\$ 93,906,052	94,117,201	8,097,691	7,718,896	42,795,913	39,981,635	51,321,288	45.47%	45.45%
12 Instructional Resources & Media	1,730,627	1,730,627	136,160	143,256	736,407	648,574	994,220	42.55%	43.91%
13 Curriculum & Staff Development	3,296,964	3,296,760	251,808	223,220	1,314,703	1,178,381	1,982,057	39.88%	35.68%
21 Instructional Leadership	3,236,966	3,237,966	266,249	256,439	1,309,991	1,336,541	1,927,975	40.46%	39.16%
23 School Leadership	9,450,823	9,810,221	860,631	807,549	4,161,149	3,900,689	5,649,072	42.42%	40.97%
31 Guidance, Counseling & Evaluation	7,661,768	7,674,851	650,076	646,796	3,389,166	3,162,114	4,285,685	44.16%	44.78%
32 Social Work Services	403,668	402,168	36,801	36,293	180,475	178,143	221,693	44.88%	39.64%
33 Health Services	1,651,775	1,682,448	149,428	155,008	723,541	764,571	958,907	43.01%	47.06%
34 Student Transportation	4,017,993	4,017,993	302,281	281,278	1,603,174	1,922,677	2,414,819	39.90%	31.99%
35 Food Service	-	-	-	-	-	21,157	-	0.00%	0.00%
36 Extracurricular Activities	5,770,086	6,112,084	395,238	410,032	2,390,411	2,570,664	3,721,673	39.11%	45.06%
41 General Administration	6,089,657	6,106,269	434,275	697,689	2,511,192	2,732,793	3,595,078	41.12%	40.91%
51 Plant Maintenance & Operations	20,563,018	26,218,418	1,346,413	1,305,392	9,325,757	8,688,564	16,892,661	35.57%	36.80%
52 Security & Monitoring Services	4,351,661	4,364,151	274,927	310,269	1,955,889	1,940,426	2,408,262	44.82%	47.57%
53 Data Processing Services	3,559,527	3,949,077	166,159	196,083	2,616,487	2,198,174	1,332,590	66.26%	59.16%
61 Community Services	581,856	253,256	8,930	81,706	139,332	432,787	113,924	55.02%	41.44%
71 Debt Service	480,710	681,814	28,882	-	268,746	163,255	413,068	39.42%	51.34%
93 Shared Services Arrangements	325,000	325,000	-	-	-	-	325,000	0.00%	0.00%
95 Juvenile Justice Program	708,000	708,000	-	69,646	329,165	371,394	378,835	46.49%	66.92%
97 Payments to Tax Increment Fund	108,580	108,580	4,976	(32,800)	(6,064)	76,822	114,644	-5.58%	43.90%
99 Other Intergovernmental Charges	985,546	985,546	-	-	452,981	425,266	532,565	45.96%	45.48%
Total Expenditures	\$ 168,880,277	175,782,430	13,410,925	13,306,749	76,198,416	72,694,626	99,584,014	43.35%	43.29%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (6,405,339)	(14,585,758)	7,473,009	18,096,370	16,527,561	23,001,237	31,113,319		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	2,189,517	-	252	32,658,885	192,041	30,469,368		
8900 Other Uses	(298,171)	(298,171)	-	-	-	-	(298,171)		
Total Other Financing Source (Uses)	\$ (298,171)	1,891,346	-	252	32,658,885	192,041	30,171,197		
Total Changes in Fund Balances	\$ (6,703,510)	(12,694,412)	7,473,009	18,096,622	49,186,446	23,193,278	61,880,858		
Fund Balances, Beginning	50,940,275	66,377,153			66,377,153	65,148,265	-		
Fund Balances, Ending	\$ 44,236,765	53,682,741			115,563,599	88,341,543	61,880,858		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
GENERAL FUND
For the Period Ended January 31, 2026

	Payroll Costs 6100	Purchased & Contracted Services 6200	Supplies & Materials 6300	Other Operating Costs 6400	Debt Services 6500	Capital Outlay 6600	Total Year-to-Date 1/31/2026 6000	(Memo) Total Year-to-Date 1/31/2025 6000
11 Instruction	\$ 38,940,931	2,941,125	882,725	233,079	-	6,820	43,004,680	40,186,540
12 Instructional Resources & Media	670,873	-	67,805	2,010	-	-	740,688	649,994
13 Curriculum & Staff Development	1,133,124	147,436	27,546	77,653	-	-	1,385,759	1,210,601
21 Instructional Leadership	1,217,253	17,466	48,618	66,052	-	-	1,349,389	1,380,463
23 School Leadership	4,043,914	46,613	38,617	54,532	-	-	4,183,676	3,922,967
31 Guidance, Counseling & Evaluation	3,184,153	90,828	105,221	22,454	-	-	3,402,656	3,180,965
32 Social Work Services	178,113	-	5	2,933	-	-	181,050	178,681
33 Health Services	714,783	2,220	27,934	937	-	-	745,875	766,681
34 Student Transportation	1,545,964	78,233	339,055	(250,794)	-	11,736	1,724,195	2,757,749
35 Child Nutrition	-	-	-	-	-	-	-	21,157
36 Co/Extracurricular Activities	1,335,954	633,443	355,664	534,543	-	-	2,859,605	2,821,602
41 General Administration	1,700,248	481,681	158,563	282,536	-	-	2,623,028	2,835,677
51 Plant Maintenance & Operations	4,172,253	4,813,416	932,631	2,063,447	-	218,558	12,200,305	10,295,935
52 Security & Monitoring Services	1,357,350	359,652	221,253	28,542	-	268,469	2,235,266	2,283,127
53 Data Processing Services	669,490	199,332	1,449,148	12,913	-	458,885	2,789,768	2,662,084
61 Community Services	42,695	94,000	1,693	1,338	-	-	139,726	499,863
71 Debt Service	-	-	-	-	333,854	-	333,854	163,255
93 Shared Services Arrangements	-	-	-	-	-	-	-	-
95 Juvenile Justice Program	-	-	-	395,904	-	-	395,904	371,394
97 Payments to Tax Increment Fund	-	-	-	(6,064)	-	-	(6,064)	76,822
99 Other Intergovernmental Charges	-	452,981	-	-	-	-	452,981	643,621
Total Expenditures & Encumbered Funds	\$ 60,907,099	10,358,425	4,656,478	3,522,016	333,854	964,468	80,742,340	76,909,178

Waco Independent School District
BALANCE SHEET
CHILD NUTRITION FUND
As of January 31, 2026

ASSETS

Cash and Temporary Investments	\$ 8,221,568
Due from Other Governments	943,449
Accrued Interest	38,290
Due from Other Funds	1,487,770
Other Receivables	6,647
Total Assets	<u>\$ 10,697,724</u>

LIABILITIES

Accounts Payable	\$ 1,022,059
Accrued Wages Payable	243,033
Due to Other Funds	-
Total Liabilities	<u>\$ 1,265,092</u>

FUND BALANCES

Restricted Fund Balance	\$ 9,432,632
Total Fund Balances	<u>\$ 9,432,632</u>
Total Liabilities and Fund Balances	<u>\$ 10,697,724</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended January 31, 2026

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 1/31/2026	Prior Year 1/31/2025	Current 1/31/2026	Prior Year 1/31/2025			
REVENUES									
LOCAL SOURCES									
5740 Other Local Revenue	\$ 186,370	186,370	25,150	29,543	126,050	146,735	(60,320)	67.63%	225.75%
5750 Extracurricular Activities	650,435	650,435	49,149	61,648	252,639	344,942	(397,796)	38.84%	62.72%
Total Local Sources	\$ 836,805	836,805	74,299	91,192	378,689	491,677	(458,116)	45.25%	79.95%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 42,235	42,235	-	-	-	-	(42,235)	0.00%	0.00%
Total State Sources	\$ 42,235	42,235	-	-	-	-	(42,235)	0.00%	0.00%
FEDERAL SOURCES									
5900 Federal Sources Revenue	\$ 10,763,972	10,763,972	965,077	1,156,184	5,428,852	5,769,846	(5,335,120)	50.44%	53.25%
Total Revenues	\$ 11,643,012	11,643,012	1,039,376	1,247,376	5,807,541	6,261,523	(5,835,471)	49.88%	54.50%
EXPENDITURES									
35 Food Services	\$ 11,643,012	13,264,195	867,822	1,571,101	4,590,105	6,165,124	8,674,090	34.61%	44.39%
Total Expenditures	\$ 11,643,012	13,264,195	867,822	1,571,101	4,590,105	6,165,124	8,674,090	34.61%	44.39%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	(1,621,183)	171,554	(323,725)	1,217,436	96,398	2,838,619		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	-	-		
Total Other Financing Sources (Uses)	\$ -	-	-	-	-	-	-		
Total Changes in Fund Balances	\$ -	(1,621,183)	171,554	(323,725)	1,217,436	96,398	2,838,619		
Fund Balances, Beginning	7,320,007	8,215,196			8,215,196	7,704,506	-		
Fund Balances, Ending	\$ 7,320,007	6,594,013			9,432,632	7,800,904	2,838,619		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
CHILD NUTRITION FUND
For the Period Ended January 31, 2026

							<i>(Memo)</i>
	<u>Payroll Costs</u>	<u>Purchased & Contracted Services</u>	<u>Supplies & Materials</u>	<u>Other Operating Costs</u>	<u>Capital Outlay</u>	<u>Total Year-to-Date 1/31/2026</u>	<u>Total Year-to-Date 1/31/2025</u>
	6100	6200	6300	6400	6600	6000	6000
35 Food Services	\$ 1,860,559	3,038,149	578,372	67,244	1,515,463	7,059,787	7,157,421
Total Expenditures & Encumbered Funds	<u>\$ 1,860,559</u>	<u>3,038,149</u>	<u>578,372</u>	<u>67,244</u>	<u>1,515,463</u>	<u>7,059,787</u>	<u>7,157,421</u>

Waco Independent School District
BALANCE SHEET
DEBT SERVICE FUND
As of January 31, 2026

ASSETS	
Cash and Temporary Investments	\$ 23,095,436
Property Taxes Receivable, Net of Allowance of \$423,355	565,184
Due from Other Governments	46,205
Due from Other Funds	
Total Assets	\$ 23,706,826
LIABILITIES	
Accounts Payable	\$ 27
Due to Other Funds	
Due to Other Governments	
Total Liabilities	\$ 27
DEFERRED INFLOWS OF RESOURCES	
Unavailable Revenues - Property Taxes	\$ 565,184
Total Deferred Inflows of Resources	\$ 565,184
FUND BALANCES	
Restricted Fund Balance	\$ 23,141,615
Total Fund Balances	\$ 23,141,615
Total Liabilities and Fund Balances	\$ 23,706,826

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended January 31, 2026

DEBT SERVICE 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 1/31/2026	Prior Year 1/31/2025	Current 1/31/2026	Prior Year 1/31/2025			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 21,584,124	21,584,124	6,613,510	10,911,912	14,568,607	19,482,337	(7,015,517)	67.50%	82.79%
5740 Other Local Revenue	454,261	454,261	56,644	59,659	145,058	192,463	(309,203)	31.93%	181.57%
Total Local Sources	\$ 22,038,385	22,038,385	6,670,154	10,971,572	14,713,664	19,674,800	(7,324,721)	66.76%	83.23%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 3,873,340	3,873,340	-	-	2,806,498	2,593,259	(1,066,842)	72.46%	109.94%
Total State Sources	\$ 3,873,340	3,873,340	-	-	2,806,498	2,593,259	(1,066,842)	72.46%	109.94%
Total Revenues	\$ 25,911,725	25,911,725	6,670,154	10,971,572	17,520,162	22,268,059	(8,391,563)	67.61%	85.66%
EXPENDITURES									
71 Debt Service	\$ 26,115,742	26,115,742	-	-	2,475	1,650	26,113,267	0.01%	0.01%
97 Payments to Tax Increment Fund	33,526	33,526	1,231	(6,731)	(942)	33,578	34,468	-2.81%	73.00%
Total Expenditures	\$ 26,149,268	26,149,268	1,231	(6,731)	1,533	35,228	26,147,735	0.01%	0.14%
Total Changes in Fund Balances	\$ (237,543)	(237,543)	6,668,923	10,978,303	17,518,629	22,232,831	17,756,172		
Fund Balances, Beginning	5,334,388	5,622,986			5,622,986	3,964,079	-		
Fund Balances, Ending	\$ 5,096,845	5,385,443			23,141,615	26,196,910	17,756,172		

Waco Independent School District
Statement of Net Position
Proprietary Fund
As of January 31, 2026

	Governmental Activities ----- Internal Service Fund
Assets	
Current assets:	
Due from other funds	\$ 3,759,438
Other receivables	-
Prepaid items-health insurance	997,321
Total assets	\$ 4,756,759
Liabilities	
Current liabilities:	
Accounts payable	368,182
Other current liabilities	\$ 1,662,336
Total current liabilities	\$ 2,030,518
Total liabilities	\$ 2,030,518
Net position	
Unrestricted net position	\$ 2,726,241
Total net position	\$ 4,756,759

Waco Independent School District
Statement of Revenues, Expenses, and Changes in Net Position
Budget and Actual
For the Period Ended January 31, 2026

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 1/31/2026	Prior Year 1/31/2025	Current 1/31/2026	Prior Year 1/31/2025			
Operating revenues:								
Employee contributions:								
Group health	\$ 3,882,886	305,287	\$ 310,942	1,494,072	\$ 1,567,518	(2,388,814)	38.48%	41.34%
Assessments to other funds:								
Group health	11,514,055	1,018,129	944,147	4,724,230	4,033,341	(6,789,825)	41.03%	36.98%
Unemployment	66,387	6,034	7,039	30,846	39,299	(35,541)	46.46%	54.51%
Workers compensation	781,564	65,307	71,929	336,735	397,070	(444,829)	43.08%	47.39%
Wellness Program	-	50,000	32,827	50,500	36,363	50,500	0.00%	72.73%
Prescription drug rebates	2,971,655	-	-	712,197	735,002	(2,259,458)	23.97%	32.98%
Insurance recovery	-	-	-	7,604	-	7,604	0.00%	0.00%
Total operating revenues	<u>\$ 19,216,547</u>	<u>1,444,757</u>	<u>1,366,883</u>	<u>7,356,185</u>	<u>6,808,592</u>	<u>(11,860,362)</u>	<u>38.28%</u>	<u>38.06%</u>
Operating expenses:								
Administrative fees	\$ 1,281,156	56,679	76,380	465,547	656,876	815,609	36.34%	46.99%
Claims expense:								
Medical claims	7,477,484	748,621	668,636	2,631,102	2,204,687	4,846,382	35.19%	30.44%
Prescription drug claims	8,186,098	496,249	545,114	2,599,328	2,930,832	5,586,770	31.75%	44.17%
Unemployment	75,177	-	-	47,228	10,922	27,949	62.82%	13.65%
Workers compensation	604,550	146	39,686	72,681	159,255	531,869	12.02%	25.72%
Stop-loss insurance	2,129,264	205,101	166,165	856,071	773,459	1,273,193	40.21%	41.11%
Wellness Program	-	-	-	-	38,478	-	0.00%	121.79%
Total operating expenses	<u>\$ 19,753,729</u>	<u>1,506,796</u>	<u>1,495,981</u>	<u>6,671,958</u>	<u>6,774,509</u>	<u>13,081,771</u>	<u>33.78%</u>	<u>37.87%</u>
Change in net position	\$ (537,182)	<u>(62,039)</u>	<u>(129,098)</u>	684,227	34,084	1,221,409		
Net position:								
Net position, beginning	\$ 3,005,465			2,042,014	1,640,250	(963,451)		
Net position, ending	<u>\$ 2,468,283</u>			<u>2,726,241</u>	<u>1,674,334</u>	<u>257,958</u>		

Waco Independent School District
Statement of Cash Flows
For the Period Ended January 31, 2026

Proprietary Fund

	Governmental Activities Internal Service Fund
Cash flows from operating activities:	
Cash received from employee contributions	\$ 305,287
Cash received from assessments to other funds	1,151,510
Cash received from prescription drug rebates	-
Cash received from insurance recoveries	-
Cash received from insurance for wellness plan	50,000
Cash payments for claims	(1,245,016)
Cash payments for stop loss premiums	(205,101)
Cash payments for professional and contracted services	(56,679)
Net cash provided by operating activities	\$ 0
Net increase in cash and cash equivalents	\$ 0
Cash and cash equivalents at beginning of year	-
Cash and cash equivalents at end of year	\$ 0
Reconciliation of operating income to net cash provided by operating activities:	
Operating gain (loss)	\$ (62,039)
Effects of increases and decreases in current assets and liabilities:	
Increase in receivables	(1,475,561)
Decrease in prepaid items	20,043
Decrease in accounts payable	1,517,557
Net cash provided by operating activities	\$ 0

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Sherry Smith

RE: Amendments to the 2025-2026 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 is a copy of the proposed amendment to the Official Budget identifying details of the request. The following summarizes the effect of the amendment by functional category.

Summary:

Amendment #022: English Learners Department (Fund 199)

This amendment will reallocate funds from general supplies to the Educational Service Center account. 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	\$	3,145	General Supplies
Use of Funds	\$	3,145	Educational Service Center
Unearned Revenue Effect		None	

Amendment #023: Kendrick Elementary School (Fund 199)

This amendment will reallocate funds from general supplies to salary and benefits at Kendrick Elementary School to provide extra duty pay for paraprofessionals. 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	\$	500	General Supplies
Use of Funds	\$	500	Salaries and Benefits
Fund Balance Effect		None	

Amendment #024: State and Federal Programs (Fund 199)

This amendment will reallocate funds to the correct function code from professional development to general leadership expenses. 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	\$	1,500	General Supplies
Use of Funds	\$	1,500	General Supplies
Fund Balance Effect		None	

Amendment #025: WISD Police Department (Fund 199)

This amendment will reallocate funds from insurance proceeds to contracted vehicle maintenance for the repair of a police car damaged in an accident. 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	\$ 39,400	Insurance Recovery
Use of Funds	\$ 39,400	Contracted Vehicle Maintenance
Unearned Revenue Effect	None	

Amendment #026: Transportation Department (Fund 199)

This amendment will reallocate funds from insurance proceeds to contracted vehicle maintenance for the repair of a school bus damaged in an accident. 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	\$ 4,253	Insurance Recovery
Use of Funds	\$ 4,253	Contracted Vehicle Maintenance
Fund Balance Effect	None	

Amendment #027: G.W. Carver Middle School (Fund 199)

This amendment will reallocate funds from general supplies to the appropriate salary account codes to cover the cost of extra duty pay for teachers and support staff. 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	\$ 6,568	General Supplies
Use of Funds	\$ 6,568	Salaries and Benefits
Fund Balance Effect	None	

A copy of the amendments, detailing line items to be adjusted, are attached for your review.

Fiscal Implications:

The amendments have no impact on fund balances.

Administrative Recommendation(s):

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

**WACO INDEPENDENT SCHOOL DISTRICT
BUDGET AMENDMENT FORM**

AMENDMENT # 25

CAMPUS OR DEPARTMENT: Insurance Recovery- Police Department

DATE: 2.24.2026

BUDGET CODE							A	B	C	D	
FUND	FNC	OBJ	SO	ORG	PRG	LOPT	DESCRIPTION	CURRENT APPROPRIATION	CURRENT ACCOUNT BALANCE	REQUESTED INCREASE (DECREASE)	AMENDED APPROPRIATION
199	00	5745	00	000	00	000	Insurance Recovery	11,507	43,653.28	(39,400)	(27,893)
199	52	6245	68	999	99	000	Contracted Vehicle Maintenance	46,482	21,996.03	39,400	85,882

0

REASON FOR REQUEST: Amending insurance recovery revenue to match receipt from claim related damage to 2025 Dodge Durango.
Also adjusting expenditures to match the increase in revenue and to allow the department to pay for repairs.

**BUDGET ADMINISTRATOR /
DEPARTMENT HEAD**


 Chief Financial Officer

YOU CANNOT REDUCE A BUDGET BY MORE THAN THE CURRENT ACCOUNT BALANCE AMOUNT.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

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 one hundred eighty-four (184) responses for this initial bid. We received six (6) additional vendors this past month and has been 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 Purchasing Department has elected to utilize the Extended Period for Multiple Award Contracts as shown in the FASRG excerpt below:

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 six (6) additional new vendors for the Maintenance Supplies, Equipment, and Services bid, as presented.

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for February 2026

Responding Supplier	City	State
Child's Play	Dallas	TX
CS TECH SVC LLC	Azle	TX
Johnathan Zurcher	Temple	TX
Kitchen Guard of Central Texas (CTX Kitchen Services, LLC)	Hewitt	TX
Sykora Family Ford, Inc.	West	TX
TRS Spray Equipment (Ted's Repair Services)	Austin	TX
Previously Awarded Vendors	City	State
1st FP Waco, LLC	Lorena	TX
A&H Refrigeration Company, Inc.	Waco	TX
A-1 Banner & Sign Company, Inc.	Waco	TX
A-1 Vacuum Center, Inc.	Conroe	TX
AAA Elevator Inspections	Austin	TX
Access Lift & Service Company, Inc.	Peaster	TX
ACE Fence & Supply (Ace Commercial Fence, Inc.)	Robinson	TX
Acme Architectural Hardware	College Station	TX
AHP Media Technology	Hewitt	TX
Air Flow Filter Service, Ltd.	Waco	TX
Alamo Iron Works (Triple-S Steel Supply, LLC)	San Antonio	TX
ALERT Radar (DJ Hopkins, Inc.)	Mountain Home	AR
Allen Glass Company	Hewitt	TX
Alliance Electrical Group LLC	Woodway	TX
American Consulting	Austin	TX
ARC Abatement 1, Ltd.	Waco	TX
Arrow Magnolia International, Inc.	Dallas	TX
AutoCzech/Soljonhof	West	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
Best in Class School Services (Pala Supply Company, Inc.)	Lubbock	TX
Bill's Discount Tire Service (Maria G. Castanon-Vega)	Waco	TX
Bleacher Service Company (Gilbert D. Trevino)	Moody	TX
Bowen Electric	Waco	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
Carquest of Hewitt (Pavelka Truck and Auto Parts, Inc)	Hewitt	TX
CCP Industries, Inc. (The Tranzonic Companies)	Richmond Heights	OH
Centex Carpet & Interiors	Waco	TX
Central Texas Mobile Storage	Waco	TX

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for February 2026

Previously Awarded Vendors	City	State
Central Wood Recycling	Waco	TX
Century HVAC Distributing	Dallas	TX
CF Supply, Inc.	Waco	TX
CheckSammy, Inc.	Plano	TX
City Tire and Battery	Waco	TX
Clarks Small Engine Repair	Lacy Lakeview	TX
Cleaning Robotics, LLC	Luling	LA
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
DH Pace Company, Inc.	Coppell	TX
Diesel Power Supply Company	Waco	TX
Duncan's Commercial Lock	Wichita Falls	TX
E&M Equipment Services	Palmer	TX
Emerge Services, LLC	Conroe	TX
Encore Fence	Temple	TX
Environmental Concerns, Inc.	Waco	TX
Epic Solar Control, LLC	McKinney	TX
Equipment Depot	Waco	TX
Fairway Supply	Irving	TX
Fastsigns Waco (Red Bird Digital Media LLC)	Waco	TX
Filterbuy Incorporated	Talladega	AL
Firetrol Protection Systems (Heather Foster)	Austin	TX
Fissco Supply (Frigelar North America DBA Fissco Supply)	Dallas	TX
Fitzgerald Lawnscape Ltd.	Woodway	TX
Flip Lok, LLC	Houston	TX
Flow Plumbing Services, LLC	Waco	TX
Fort Worth Window Cleaning, Inc.	Haltom City	TX
Fred's Power Wash (Washer Power)	Waco	TX
Gene Ives Acoustic & Tile Company	Waco	TX
Global Industrial (Global Equipment Company, Inc.)	Buford	GA
Grones Environmental Services	Waco	TX
Ground Penetrating Radar Systems	Maumee	OH
H & H Sign Co., Inc	Waco	TX
H. B. Blake Company	Hewitt	TX
Hardin & Associates Holdings, LLC	Carrollton	TX
HCS Inc. (MB Home Construction)	Waco	TX
Hensel Electric	Waco	TX
Herc Rentals, Inc.	Austin	TX

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for February 2026

Previously Awarded Vendors	City	State
Hill Country Paints (Wendy Hui Anderson)	Waco	TX
Holt Cat (Holt Texas Ltd)	Waco	TX
Honey's Roofing, LLC	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
Jackson Sign & Lighting	Waco	TX
Jasper Engines & Transmissions (Jasper Engine Exchange Inc.)	Jasper	IN
JGA Roofing	Waco	TX
JLM Contracting, LLC	Waco	TX
Justin Seed Company	Justin	TX
Kinco Inc., Overhead Door Co of Waco	Waco	TX
Lady Liberty Flag and Flagpole (Convict Hill Floor Covering & Design, Inc.)	Austin	TX
Landscape Supply (Waco Landscape Supply, LP)	Waco	TX
LD Tebben Co/Pax Services Group	Waco	TX
Lea Park & Play, Inc.	Richardson	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
Lonestar Truck Group Waco (Lonestar Freighliner Group, LLC)	Waco	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
McCoy's Building Supply (McCoy Corporation)	Waco	TX
MJM Commercial HVAC, LLC (Motl)	Robinson	TX
Morrison Supply Company (Reece USA)	Waco	TX
National Wholesale Supply Company	Woodway	TX
NEI Datacom (Nemmer Electric, Inc.)	Waco	TX
Newman Technology Solutions	Temple	TX
Otuy, Inc	Provo	UT
P&E Mechanical Contractors, LLC	Waco	TX
Parking Garage Solutions, LLC deb PGW Solutions	Houston	TX
Patriot Supply Company	Brady	TX
Perry Office Plus (Perry Office Products)	Temple	TX
Pioneer Steel and Pipe Co., Inc.	Waco	TX
Pioneer Vacuum Services, LLC	Waco	TX
Pye Barker Fire	Waco	TX
Pyles HVAC	Kansas City	MO
R&R Tactical, LLC	Hewitt	TX
Ranger Security Solutions (Ranger Elite Management, LLC)	Temple	TX
RBO Technologies, LLC	Waco	TX

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for February 2026

Previously Awarded Vendors	City	State
Regian Tool and Equipment	Waco	TX
Resco (E & O investments, LLC)	Hewitt	TX
Richards Equipment Company	Waco	TX
Rob Pelletier Construction, Inc.	Dayton	TX
RTS Tactical (Ambitec Inc.)	Miami Beach	FL
Ryberg Plumbing LLC	Waco	TX
School Bus Safety Company	Hudson	OH
Sentinel Air Conditioning and Heating	Spring	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
Smith Supply Co. LLC	Temple	TX
Smoot-Anderson Company, Inc.	Waco	TX
Solar Supply	Waco	TX
Southern Clean Pressure Washing (Michael Jackson)	Ferris	TX
Southern Tire Mart	Dallas	TX
Southwest Maintenance, LTD	Waco	TX
Starks Janitorial Services	Mesquite	TX
Steeles Garage Door Solutions	Belton	TX
Sunrise Environmental LLC (Jessica L Marquesen)	Bridgeport	TX
SWS Concrete Contractor (Scott W Schreiber)	Waco	TX
T & W Tire	Waco	TX
T&G Chemical and Supply	Waco	TX
T.E.A.M. Solutions, Inc. (Texas Energy & Automation Management Solutions, Inc.)	Waco	TX
Tanglewood ATX, LLC	Leander	TX
Tater's Cycles (Tater's Cycles, LLC)	Waco	TX
TDCJ Ellis Bus Repair (Texas Department of Criminal Justice)	Huntsville	TX
Temperature Control Systems, Inc.	Dallas	TX
Texas Alternator Starter Service (McAdamsGroup, LLC)	Austin	TX
Texas Security Equipment, Inc.	Waco	TX
The Reynolds Company (D. Reynolds Co., LLC)	Fort Worth	TX
The Roof Co. Waco, LLC	Waco	TX
TJ's Professional Painting and Construction, LLC	Red Oak	TX
Tradesman Service	Waco	TX
Trane	Fort Worth	TX
Truck Alignment Frame, LLC	Elm Mott	TX
Tuff Shed	Waco	TX
Tyggr Roofing & Construction Company	Morgan	TX
UniFirst Corporation	Hewitt	TX
Unifirst First Aid & Safety	Earth City	MO
United Ag & Turf	Waco	TX
United Refrigeration, Inc.	Waco	TX
Versalift Southwest	Waco	TX
Virkim, Inc.	Hewitt	TX

RFP # 22-1229
 Maintenance Supplies, Equipment and Services
 Vendors for February 2026

Previously Awarded Vendors	City	State
Visual Techniques	Longview	TX
Waco Fencing & Stuff	Waco	TX
Waco Hydro Wash	Waco	TX
Waco Lock and Key, LLC	Waco	TX
Wales Crane & Rigging Services, Inc.	Waco	TX
Washer Power, LLC	Waco	TX
WESCO Chemicals, Inc.	Waxahachie	TX
Winston Watercooler of Waco LTD	Waco	TX
Wizard Wash & Paint	Waco	TX
Woodard Builders Supply Company	Fort Worth	TX
Zed Security, LLC	Hickory Creek	TX

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

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 three (3) responses during the past month. The recommended vendors will be added to our previously approved list of four hundred fifty-nine (459) 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 three (3) 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

Annie Dragoo (Ann)

Company Name: Annie Dragoo
Street Address: 29 Natures Ways
City, State, Zip: Maggie Valley NC 28751
Contact Name: Annie Dragoo
Contact Phone Number: 512-297-9015
Contact Email Address: adragoo@me.com
Category of Service Provided: Educational Activity Provider for Students
Target Audience: 500 people
Describe all services offered: One-Act Play clinic, professional Development
Pricing: \$1,200.00

Blake Waller

Company Name: Blake Waller
Street Address: 3406 Pin Oak Dr.
City, State, Zip: Temple, TX 76502
Contact Name: Blake Waller
Contact Phone Number: 254-744-4574
Contact Email Address: blake.waller1234@gmail.com
Category of Service Provided: Fine Arts Services: Band, Choir, Theater
Target Audience: Fine Arts staff & students in Waco ISD
Describe all services offered: Consulting & clinician services. Individual & ensemble performance adjudication.
Pricing: Up to \$500 for consulting & adjudication services.

Twelve Practices LLC

Company Name: Twelve Practices LLC
Street Address: 337 Tecumseh Rd
City, State, Zip: Syracuse, New York, 13224
Contact Name: Daniel Bauer
Contact Phone Number: 312-788-7595
Contact Email Address: daniel@twelvepractices.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: Campus administrators
Describe all services offered: Leadership training programs, coaching & consulting. Our IP consists of frameworks like The Automatic School where we teach leaders how to optimize their personal leadership, team capacity & systems level impact. Our POV is that we need to "Do School Different": reimagine the project of education, within a traditional setting, so that we create campus experiences worth showing up for.
Pricing: \$1000 for leadership community: \$3500 for weekly mentorship (mastermind program): Variable rates for individual or team coaching.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026 Contact Person: S. Smith/G. Barrera

RE: Bid Award for Re-Roofing Project South Waco Elementary

=====

Background Information:

Competitive Sealed Proposal, CSP # 26-1309, has been opened and evaluated for the purpose of awarding a qualified vendor to perform the turn-key Re-Roofing project for South Waco Elementary. We received seventeen (17) responses to this solicitation, however two (2) proposers failed to provide all the required documents and as such were not eligible to be considered.

In the request for proposals, we requested pricing for two (2) different types of roofs. The first, base bid # 1, is for a Modified Bitumen Asphaltic Roofing System and base bid # 2 is for a Fully Adhered TPO Roofing System. Bid item #3 has been made obsolete by a change in project approach.

Once the evaluations were completed, the committee ranked the proposers. References were checked for the top three (3) proposers.

After reviewing the pricing and the evaluations, the committee recommends approving the Base Bid # 1 for the Modified Bitumen Asphaltic Roofing System and that negotiations commence with the highest ranked proposer. Attached, for your review is the bid tabulation along with the scoring detail summary sheet.

If agreement cannot be reached with the #1 ranked proposer, the District will cease negotiations with that bidder and move to the next highest ranked proposer as provided for in the CSP selection process.

Fiscal Implications:

The cost of these services is \$ 1,430,028.00, and will be charged to surplus bond funds.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the ranking as described above for the South Waco Elementary School re-roofing project and authorize the Superintendent, or her designee, to proceed with contract negotiations as allowed by the competitive sealed proposal delivery method.

PROPOSAL TABULATION FORM

Page 1 of 1

CSP NUMBER: 26-1309
PROJECT NAME: WACO ISD-S. WACO ELEMENTARY SCHOOL
PRE-BID DATE: WEDNESDAY, JANUARY 21, 2026 AT 4:00 P.M.
BID DATE: TUESDAY, FEBRUARY 10, 2026 AT 2:00 P.M.

BIDDERS	ATTENDED PRE-BID	BID BOND	ADDENDUM NO. 1	ADDENDUM NO. 2	BASE BID # 1 - MODIFIED BITUMEN ASPHALTIC ROOFING SYSTEM	BID ITEM #2 - FULLY ADHERED TPO ROOFING SYSTEM	BID ITEM #3 HVAC Removal and Replacement Coordination with Contractor & District
AVID ROOFING & WATERPROOFING	✓	✓			\$1,989,800.00	\$2,200,000.00	NO BID
CEN-TEX ROOF SYSTEMS, INC.	✓	x			\$2,500,000.00	\$1,900,000.00	25%
CLARK ROOFING AND CONSTRUCTION	✓	✓			\$1,288,622.19	\$1,206,774.54	\$20,000.00
CR SYSTEMS, INC.	✓	✓			\$1,527,923.00	\$1,519,342.00	\$30,000.00
CS ADVANTAGE USAA, INC.	✓	✓	✓	✓	\$1,536,000.00	\$1,502,000.00	\$70,000.00
HONEY'S ROOFING, LLC.	✓	✓			\$2,200,525.00	\$1,455,350.00	\$0.00
JGA ROOFING SYSTEMS, LLC.	✓	✓			\$1,900,000.00	\$1,020,000.00	10%
JOHNSON ROOFING, INC.	✓	✓			\$1,430,028.00	\$1,463,955.00	\$10,000.00
L WALLACE CONSTRUCTION COMPANY INC.	✓	✓			\$2,268,310.00	\$2,270,830.00	\$150,000.00
PARSONS COMMERCIAL ROOFING	✓	✓			\$2,644,518.00	\$2,322,518.00	35%
PORT ENTERPRISES LTD.	✓	✓			\$1,910,457.00	\$1,844,148.00	5%
PRECISION WATERPROOFING AND ROOFING	✓	✓			\$1,532,000.00	\$1,753,000.00	10%
THE ROOF CO. WACO LLC	✓	✓			\$1,800,000.00	\$1,350,000.00	15%
TRYGGR ROOFING & CONSTRUCTION LLC	✓	✓			N/A	\$1,538,478.52	\$8,000.00
ZENITH ROOFING AND WATERPROOFING	✓	✓			\$1,983,091.00	\$1,809,751.00	15%
TRI-LAM ROOFING AND WATERPROOFING, INC.	✓	✓			\$1,601,559.00	\$1,725,703.00	NO BID
MERIT ROOFING SYSTEMS, INC,	x	✓			N/A	\$1,877,991.00	FORTHCOMING

CSP # 26-1309 Re-Roofing Project South Waco Elementary Evaluation Summary

Supplier	Rank	Proposed Price	Positive Experience with Waco ISD	Experience doing similar projects of like size and complexity	Quality of Project Manager and Superintendent assigned to Project	Based on external references	safety Record	Pre-Proposal Meeting Attendance	
	40.00	5.00	15.00	15.00	5.00	10.00	5.00	5.00	
Johnson Roofing	1	36.04	5.00	15.00	11.67	5.00	6.67	5.00	5.00
Clark Roofing and Construction	2	40.00	0.00	11.67	10.00	3.00	8.33	3.33	5.00
CR Systems, Inc	3	33.74	0.00	11.67	11.67	4.00	10.00	0.00	5.00
CS ADVANTAGE USAA, INC.	4	33.56	0.00	15.00	13.33	3.00	0.00	3.33	5.00
TRI-LAM ROOFING & WATERPROOFIN	5	32.18	0.00	13.33	15.00	3.00	0.00	5.00	5.00
Precision Waterproofing and Ro	6	33.65	0.00	11.67	15.00	4.00	0.00	3.33	5.00
JGA Roofing Systems	7	27.13	5.00	13.33	15.00	4.00	0.00	3.33	5.00
AVID ROOFING & WATERPROOFING	8	25.90	0.00	15.00	15.00	2.00	0.00	1.67	5.00
Parsons Roofing	9	19.49	3.33	15.00	15.00	4.00	0.00	3.33	5.00
The Roof Co. Waco	10	28.64	0.00	10.00	10.67	4.00	0.00	3.33	5.00
Port Enterprises, Ltd.	11	26.98	0.00	10.67	13.33	5.00	0.00	3.33	1.67
Zenith Roofing Services, LLC	12	25.99	0.00	11.67	11.67	3.00	0.00	3.33	5.00
L. Wallace Construction	13	22.72	0.00	10.00	8.33	3.00	0.00	3.33	5.00
Honeys Roofing LLC	14	0.00	5.00	15.00	15.00	4.00	0.00	1.67	5.00
Merit Roofing Systems, Inc.	15	0.00	0.00	11.67	11.67	2.00	0.00	5.00	3.33
Cen-Tex Roof Systems	16	0.00	0.00	7.33	6.67	2.00	0.00	3.33	5.00
Tryggr Roofing & Construction	17	0.00	0.00	6.67	3.00	3.00	0.00	3.33	5.00

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

Date: February 26, 2026

Contact Person: Elizabeth Cox

RE: Second Reading of Board Policy Update 126

=====

Background Information

The Administration requests that the Board of Trustees adopt revisions to Board Policy Update 126. The first reading of the revised Update 126 was provided to the board at the January 22, 2026, regular board meeting.

Board Policy Update 126 includes revisions to legal framework documents based in large part on changes resulting from the 89th Regular Legislative Session. Corresponding changes to local policies offered for consideration address the following topics:

- Board meetings and public comments
- Prohibition of certain activities by district contractors
- Cybersecurity & Artificial intelligence
- Threshold for competitive bidding
- Prohibition on personal services performed by administrators
- Employee leave, complaints and conduct
- Reasons for nonrenewal
- Instructional plans & Review of instructional materials
- Special education video/audio monitoring
- Parent-teacher conferences & Parent portal
- Released time courses
- Epinephrine delivery systems and nonprescription medication
- Notice to staff of threats
- Notification of child abuse/neglect
- Parent/student & Public complaints
- Video/audio monitoring of common areas
- Weapons on district property

See the Explanatory Notes included in this packet for a description of the specific changes for each policy.

Fiscal Implications

None

Administrative Recommendation(s):

Adopt the revised Board Policy Update 126 as presented.

Meeting Place and Time

Board meetings shall be held during a time that is outside of typical work hours. [See FA(LEGAL)]

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the third and fourth Thursdays of each month at 6:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

The meeting on the third Thursday of each month shall be a workshop, with no action items on the agenda. If action items are necessary, the meeting shall be posted as a special meeting.

Special or Emergency Meetings

The Board President shall call special meetings, including work sessions, at the Board President's discretion or on request by two members of the Board. The agenda shall be established in advance by the Superintendent, in consultation with the Board President.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the ~~seventh~~10th calendar day before regular meetings and the ~~seventh~~10th calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, for a regular meeting, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda of a regular meeting a subject requested by a Board member without that Board member's specific authorization.

Notice to Members Members of the Board shall be given notice of regular and special meetings at least ~~72 hours~~ **three business days** prior to the scheduled ~~time~~ **date** of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

~~**Opening Statement** The Board President shall open each monthly business meeting (the meeting on the fourth Thursday) with a statement that outlines the purpose and decorum of the meeting. This statement shall be reviewed and revised as necessary as a part of the yearly Board reorganization and review of the Board Operating Procedures.~~

Order of Business The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

~~Voting~~ **Record Vote** Voting **on any item** shall be ~~by voice~~ **a record** vote ~~or~~ **by** show of hands ~~or roll call~~, as directed by the Board President. ~~Upon request of any Board member, however, voting shall be by roll call vote.~~ Any member may abstain from voting **on an item**, and a member's vote or failure to vote shall be recorded ~~upon that member's request~~ **in the minutes**. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda When the agenda is prepared, the Board President and Superintendent shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal

record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

~~The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.~~ [See CPC regarding retention of records.]

**Discussions and
Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

**Recorded
Broadcasts**

~~Regular meetings of the Board shall be recorded and broadcast on WISD-TV as a public service to the community. Any request that a regular meeting of the Board not be aired on WISD-TV, or for the broadcast of any meeting other than a regular meeting, must be approved by a majority vote of the Board.~~

Limit on Participation

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

Public comment shall occur at the beginning of the meeting. [See FA]

At all Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board.

~~Public comment shall occur at the beginning of the meeting.~~

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed three minutes per meeting.

Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may ~~make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting~~ adjust the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

Employment Assistance Prohibited

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees.]

Prohibited Classroom Instruction or Activities

A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

Prohibition on Diversity, Equity, and Inclusion

A contract is subject to termination if the District contractor intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

[See BT(LEGAL)]

CONTRACTED SERVICES
~~CRIMINAL HISTORY~~BACKGROUND CHECKS AND REQUIRED REPORT-
ING

CJA
(LOCAL)

Emergencies

In an emergency due to a health or safety concern, a reasonably unforeseeable situation, or other exigent circumstance, the District employee who is in charge of the facility shall be authorized to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history record information (CHRI) review or who has a disqualifying conviction will be permitted to enter a District facility.

If allowed to enter the facility, the employee of the contracting or subcontracting entity shall be accompanied by a District employee at all times.

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

Plan The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the [Department of Information Resources Texas Cyber Command](#); and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Security Breach and Cybersecurity Incident Notifications Upon discovering or receiving notification of a breach of system security or a [security](#) [cybersecurity](#) incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities [and provide any other notices](#) in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

Training

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the AI training requirements.

Use in District

Employees and students shall be permitted to explore AI and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

**Building Access
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

**Designation and Use
of Private Spaces**

The Board shall ensure that the Superintendent, or appropriate staff as determined by the Superintendent, designates private spaces in accordance with law.

The Superintendent shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in District facilities.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above ~~\$50,000~~ **the competitive purchasing threshold established in law**. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the successful proposer or bidder and the dollar amount of the contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Prevailing Wage Rates

The prevailing wage rates for all District construction projects shall be the District's prevailing wage rates for McLennan County as updated from time to time by the District.

For all job descriptions/titles not listed in the District's schedules, the prevailing wage rates as determined by the Central Texas Chapter of the Associated General Contractors (AGC) shall apply.

Change Orders

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above \$50,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

Project Administration

All construction projects shall be administered by the Superintendent ~~or designee~~.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

~~Final~~The District shall not make final payments for construction work and/or the supervision of ~~such work in the District shall not be made~~construction until the work has been completed and ~~accepted by the District.~~the Board has accepted the work.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

~~Disclosure—~~
~~General Disclosure —~~
General Standard

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Specific Disclosures
Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

Interest in Property

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Annual Financial
Management
Report

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.

[See BBFA]

Gifts

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]

Endorsements

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

Sales

An employee shall not use his or her position with the District to attempt to sell products or services.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

**Nonschool
Employment**

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Private Tutoring

An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

**Personal Services
Performed by an
Administrator**

An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.

An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Daily Rate of Pay

The “daily rate” of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee’s annual salary by the number of duty days in the employee’s contract year.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

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

Availability

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

State Leave Proration

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

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

Medical Certification

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

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

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

State Personal Leave

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

Nondiscretionary Use

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

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Discretionary Use

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

*Request for
Leave*

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

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

Local Leave

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

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

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

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

Sick Leave Bank

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

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

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

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

5. Other procedures deemed necessary for the operation of the sick leave bank.

Loss of Access to
Days

An employee shall lose the right to utilize the benefits of the sick leave bank by:0.

1. Separating employment with the District.
2. Canceling membership at any time, executed on the proper form.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Mental Health Leave

A District peace officer or a full-time District telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness or Injury Leave of Absence

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

Family and Medical Leave

The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.

Concurrent Use of Paid Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, **except as provided below.**

Note:— See DECA(LEGAL) for provisions addressing

A teacher shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave for an absence related to pregnancy or the birth or adoption of child.

Twelve Month FMLA Exception Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

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

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

**Workers'
Compensation**

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

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

Paid Leave Offset

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

Court Appearances

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

**School Involvement
Leave**

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

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job, [with or without reasonable accommodation](#).
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
- ~~32. Expiration of an H1B visa, which renders the employee ineligible to work in the United States.~~
- ~~33-32.~~ Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- ~~34-33.~~ Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
35. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
- ~~35-36.~~ Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

Notice of Proposed
Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

Request for Hearing

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.

3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**Hearing by an
Attorney Designated
by
The the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses shall be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as

soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process [has been followed](#):

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with ~~the DIA series~~.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with ~~the DIA series~~.
3. Complaints concerning retaliation ~~relating~~[related](#) to discrimination and harassment shall be submitted in accordance with ~~the DIA series~~.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications [and on the District's website](#).

~~**Guiding Principles**~~
Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate [campus or District administrator](#) who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Direct
Communication with
Board Members
~~Employees shall not
be prohibited from
communicating with
a member of the
Board regarding
District operations
Formal Process
communication
between an
employee and a
Board member
would be
inappropriate
because of a
pending hearing or
appeal related to the
employee~~
Filing
Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within 15 business days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

An employee may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.~~

~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.~~ The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue
Informal Process

Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee . Complaint forms . Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.
Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax , or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three business days after the deadline.
Scheduling Conferences Hearings	The District shall make reasonable attempts to schedule conferences hearings at a mutually agreeable time. If the employee fails to appear at a scheduled conference hearing , the District may hold the conference hearing and issue a decision in the employee's absence.
Response At Levels One and Two, "response" Decision	A "decision" shall mean a written communication to the employee from the appropriate administrator. Responses that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be

provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed ~~responses~~ decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

~~Days~~

~~"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~

~~Representative~~ Representative

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent ~~him or her~~ the employee in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three business days' notice to the District before a scheduled ~~conference or~~ hearing, the District may reschedule the ~~conference or~~ hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

~~Consolidating~~
~~Complaints~~

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file~~ To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from ~~any~~ an event or series of ~~events that have been or could have been addressed in a previous complaint.~~

~~When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.~~

~~Untimely Filings~~

~~All time limits shall be strictly followed unless modified by mutual written consent.~~

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the~~

~~dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness~~related events shall be consolidated.

Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	Complaints and appeals under this policy shall be submitted in writing on a form provided by the District. Copies of any documents that support the complaint should be attached to included with the complaint form. If the employee does not have copies of these documents, they copies may be presented at the Level One conference hearing. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference hearing, the employee may supplement the record with additional documents or include additional claims.
Record	A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.
Remand	A complaint or appeal form that is incomplete in any material aspect may shall be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing. re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint. If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.
Assignment of Hearing Officer	When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.
Investigation	The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.
Audio Recording	As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The

employee shall notify all attendees present that an audio recording is taking place.

Complaint Levels

Level One

~~Complaint forms must be filed:~~

~~8. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~

~~9. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~
At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a ~~response~~decision has expired, the employee may request a ~~conference with the Superintendent or designee~~hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~ Level One ~~response~~decision or, if no ~~response was received,~~ within ~~ten~~decision has been communicated to the employee, within 20 calendar days of the Level One ~~response~~decision deadline.

After receiving notice of the appeal, the Level One ~~administrator-~~hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator.~~ ~~The employee may re-~~quest ~~hearing officer and provide~~ a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~Any other documents submitted by the employee at Level One.
3. ~~The~~if the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-~~tor ~~hearing officer~~ in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference~~ ~~within ten~~hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One.~~ At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. ~~The Superintendent or designee may set reasonable time limits for the conference~~hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~hearing officer shall provide the employee a ~~written response~~decision within ~~ten~~20 calendar days following the ~~conference.~~ ~~The written response shall set forth the basis of the decision~~hearing. In reaching a decision, the ~~Superintendent or designee~~hearing officer may consider the Level One record, any additional information provided ~~at~~prior to the Level Two ~~conference~~hearing, and any other relevant documents or informa-

- tion the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.
- Recordings of the Level One and Level Two ~~conferences~~ hearings, if any, shall be maintained with the Level One and Level Two records.
- Level Three
- If the employee did not receive the relief requested at Level Two or if the time for a ~~response~~ decision has expired, the employee may appeal the decision to the Board.
- The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the employee, within 20 calendar days of the Level Two ~~response~~ decision deadline.
- ~~The Superintendent or designee shall inform the employee of the date, time, and place of the Board~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.
- After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.
- The Superintendent shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.
- ~~The Superintendent or designee~~ At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.
- The Superintendent shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.
- The Level Two record shall include:
1. The Level One record.
 2. The notice of appeal from Level One to Level Two.
 3. ~~The written response~~ Any other documents submitted by the employee at Level Two.
 - 3.4. The decision issued at Level Two and any attachments.

4.5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels. members.~~

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from ~~the Board~~ members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. ~~If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a ~~Texas~~ handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Prohibited Classroom Instruction or Activities An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

Prohibited Diversity, Equity, and Inclusion Duties An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
1. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom ~~an educator~~ a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF]

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

**Tobacco and
Nicotine Products
and E-Cigarettes**

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any misdemeanor (excluding minor traffic offenses punishable by fine only), and any offense involving moral turpitude. The obligation to notify as set forth in the preceding sentence includes, but is not limited to, offenses and conduct as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Possession or conspiracy to possess, transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Driving while intoxicated (DWI);

- Acts constituting abuse or neglect under the Texas Family Code; or
- Acts involving public intoxication, unlawful use of controlled substances, or operating a motor vehicle under the influence of alcohol or a controlled substance.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

**Instructional Plan
and Course Syllabus**

Prior to the beginning of each semester, each teacher shall provide a copy of the teacher's instructional plan or course syllabus for each class for which the teacher provides instruction.

The teacher shall provide this information to the District administration and the parent of each student enrolled in the teacher's class. Additional copies of the instructional plan or course syllabus shall be made available to a parent of a student enrolled upon that parent's request.

District Website

The Superintendent shall develop administrative procedures for the posting of the instructional plans and course syllabi for each class offered in the District on the District's website.

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Parent Request for Instructional Material Review

The Superintendent shall develop administrative regulations to ensure compliance with state law and rules that a parent or guardian of a District student may request an instructional materials review for a subject area in the grade level in which their student is enrolled on the basis of the following:

1. The material is not aligned with District-adopted materials; or
2. The material does not have the appropriate rigor for the grade level for the subject area in which the instructional material is used.

The regulations shall also address procedures for submitting a parent petition to review instructional materials, the appeal process if a petition for review is denied, criteria for reviewing any appeal, and timelines for each step in the process.

Reconsideration of Instructional Materials

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

*Formal Request for
Reconsideration*

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

To promote student safety, the District shall comply with requests for video and audio monitoring of certain ~~self-contained~~ special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The Superintendent is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a ~~self-contained~~ special education classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the ~~tenth~~ 10th business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester not later than the seventh business day after receipt of the request.

Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the

instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

Retention of Recordings

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be released or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;

3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s human resources office. If an individual listed in items 2-42-4, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 4824 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten10 District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District’s video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District’s complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in accordance with 19 Administrative Code 103.1303.

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Progress Reporting

The District shall issue grade reports/report cards every ~~six~~six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the ~~third~~third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

~~In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.~~

~~At the end of each six-week grading period, each teacher shall request conferences with parents to discuss each failing grade in a subject or course.~~ Each year, the District shall provide at least two opportunities for in-person conferences between each parent and the student's teacher. Additional conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, ~~the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher [see CQD],~~ and unauthorized communication between students during an examination. The determination that a student has

engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, ~~or~~ information from students, ~~or the use of an artificial intelligence detection tool selected by the District.~~

Parent Portal

The District shall establish a parent portal on the District's website through which parents may submit comments to campus administrators, District administrators, and the Board.

The Superintendent shall develop administrative regulations related to the portal, including placement on the District or campus websites and how campus or District administrators are to address comments received from parents through the portal.

Release from School

A student shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Exception for
Released Time
Course

For purposes of this policy, a “released time course” shall have the same definition as provided in law.

A student shall be permitted to attend a released time course in accordance with the following requirements:

1. The parent or guardian has provided written consent for the student to attend the released time course;
2. The private entity offering the released time course maintains attendance records and will make those records available to the District;
3. The private entity, parent or guardian, or student assumes responsibility for transportation, including transportation for a student with a disability, to and from the location at which the released course is offered;
4. The private entity assumes liability for the student enrolled in the released time course while the student is under the private entity’s care; and
5. The student is responsible for any school work and assignments issued during the student’s absence from the District.

The District shall be prohibited from using District funds, excluding de minimis costs, to facilitate the student attending a released time course.

A private entity shall be prohibited from offering the released time course on District property unless the use is in accordance with policy GKD.

The District shall not interfere with a parent’s or guardian’s ability to request or access a released time course for the student.

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, ~~upon a parent's written request and with a physician's written orders, when properly labeled and in the original container~~ in accordance with legal requirements.
3. Herbal substances or dietary supplements provided by the parent and ~~with a physician's written orders, and~~ only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

Athletic Program

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine ~~delivery system, such as an~~ auto-injector ~~or nasal spray,~~ in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine ~~auto-injector~~ **delivery system** at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for ~~auto-injector~~ **delivery system** use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine ~~auto-injectors~~.

Notice to Parents

In accordance with law, the District shall provide notice of the policy to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Opioid Antagonist

This provision shall be applicable to every campus.

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

Maintenance, Availability, Training, and Reporting

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Notification to
Teaching Staff of
Threat

As soon as safe and practicable after an administrator or team receives information regarding a threat against a campus, including a threat made through social media, the appropriate administrator or the team shall immediately provide to each member of the teaching staff, including teacher aides, who may be directly affected by the threat a statement containing the following information:

1. The existence of the threat;
2. The nature of the threat; and
3. Any other pertinent detail to ensure student and staff safety.

The Superintendent shall develop administrative regulations to ensure that the required notice is provided to the teaching staff in accordance with law. The administrative regulations may also address notification of other appropriate employees on the affected campus.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures,

the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom ~~an educa-~~
~~tor~~ a District employee or a person acting as a service provider for
the District is alleged to have engaged in misconduct, informing the
parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the ~~educator~~ individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification (~~SBEC~~) concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an ~~educa-~~
~~tor's~~ individual's alleged abuse or commission of an otherwise un-
lawful act with ~~the~~ student or involvement in a romantic relation-
ship, or soliciting or engaging in sexual contact with ~~the~~ student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investiga-
tions, the District shall notify a parent not later than one business
day after the date an employee first suspects that a criminal of-
fense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse
and FFH for parental notification requirements regarding prohibited
conduct as defined by that policy.]

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 4824 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of ~~educator~~ misconduct with a student, see FFF.]

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A ~~state or local~~ law enforcement agency, [as defined in law](#);
2. The Child Protective Services (CPS) division of DFPS at 800-252-5400 or the [Texas Abuse Hotline website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers. [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

Confidentiality

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline website: <http://www.txabusehotline.org>

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process **has been followed**:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with ~~the FFH-series~~.
2. Complaints concerning dating violence shall be submitted in accordance with ~~the FFH-series~~.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with ~~the FFH-series~~.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications [and on the District's website](#).

Guiding Principles
Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other [appropriate campus or District](#) administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except Filing Deadlines

If a student or parent has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the student or parent shall have the later of:

After Informal Process

- Ninety calendar days to file a complaint from the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; or
- Thirty calendar days to file a complaint from the date on which the District provided information to the student or parent regarding how to file a grievance.

[See Formal Process, below]

No Prior Informal Process

If the student or parent has not engaged in the informal process, the student or parent shall have no more than 60 calendar days from the date the student or parent first knew, or with reasonable

diligence should have known, of the decision or action giving rise to the complaint or grievance to file a complaint using the appropriate forms.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.~~

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three business days after the deadline.
Scheduling Conferences Hearings	The District shall make reasonable attempts to schedule conferences hearings at a mutually agreeable time. If a student or parent-complainant fails to appear at a scheduled conference hearing, the District may hold the conference hearing and issue a decision in the student's or parent's complainant's absence.
Response At Levels One and Two, "response" Decision	<p>A "decision" shall mean a written communication to the student or parentcomplainant from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.</p> <p>The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.</p> <p>A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>

Days	<p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
Representative	<p>“Representative” shall mean any person who or organization that is designated by the student or parentcomplainant to represent the student or parentcomplainant in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parentcomplainant may designate a representative through written notice to the District at any level of this process. If the student or parentThe representative may participate in person or by telephone conference call. If the complainant designates a representative with fewer than three business days’ notice to the District before a scheduled conference orhearing, the District may reschedule the conference orhearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not fileTo promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from anyan event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timelinessrelated events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writingon a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached toincluded with the complaint form. If the student or parentcomplainant does not have copies of these documents, copies may be presented at the Level One conferencehearing. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the docu-</p>

	<p>ments existed before the Level One conferencehearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect mayshall be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>
Assignment of Hearing Officer	<p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p> <p>The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days</p>

~~Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~
Complaint Levels
Level One
Level Two
Investigation

~~after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

If the ~~student or parent~~ complainant did not receive the relief requested at Level One or if the time for a ~~response~~ decision has expired, the ~~student or parent~~ complainant may request a ~~conference with the Superintendent or designee~~ hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator~~. ~~The student or parent may request~~ hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~student or parent~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-~~tor hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~ hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the ~~student or parent a written response within ten~~ complainant a decision within 20 calendar days following the ~~conference~~ hearing. The ~~written response shall set forth the basis of the decision~~ hearing. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One record, any additional information provided at prior to the Level Two ~~conference~~ hearing, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~ hearings, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the ~~student or parent~~ complainant did not receive the relief requested at Level Two or if the time for a ~~response~~ decision has expired, the ~~student or parent~~ complainant may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Two ~~response~~ decision deadline.

~~The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date,

time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent~~At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~Any other documents submitted by the complainant at Level Two.
- ~~3.4.~~ 4. The decision issued at Level Two and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

~~The~~complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~student or parent~~complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by ~~the Board.~~The Board shall hear the complaint and may re-

~~quest that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board ~~or Board committee~~ shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the ~~student complainant~~ or ~~parent or the student's~~ the complainant's representative, any presentation from the administration, and questions from ~~the Board~~ members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its~~ shall make a decision ~~orally or in writing at any time up to and including the next regularly scheduled Board meeting.~~ If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at ~~Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Note: ~~This local policy has been revised in accordance with the District's innovation plan.¹~~

Campus Behavior Coordinator

~~In accordance with the District's innovation plan, the District shall be exempt from the state law requiring that a single person at each campus be designated to serve as the campus behavior coordinator (CBC).~~

~~Every campus administrator shall be designated to serve as a campus behavior coordinator on his or her campus.~~

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

“Parent” Defined

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

Video and Audio Monitoring

Video and audio recording equipment ~~shall~~may be used for safety purposes to monitor student behavior on District property.

~~The~~When video and audio recording equipment is in use, the District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

~~Innovation Plan: <https://www.wacoisd.org>~~

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be ~~filed-~~ **submitted** in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be ~~filed~~ **submitted** in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

~~Guiding Principles~~ Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within 15 business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.~~

~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any~~

~~level.~~ The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, ~~including email and fax,~~ or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic

communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

Scheduling
~~Conferences~~Hearin
gs

The District shall make reasonable attempts to schedule ~~confer-
ences~~hearings at a mutually agreeable time. If the ~~individual~~com-
plainant fails to appear at a scheduled ~~conference~~hearing, the Dis-
trict may hold the ~~conference~~hearing and issue a decision in the
~~individual's~~complainant's absence.

Response
At Levels One and
Two,
"response"Decision

A "decision" shall mean a written communication to the ~~individual-
complainant~~ from the appropriate administrator. ~~Responses may
be hand-delivered, sent by electronic communication to the individ-
ual's email address of record, or sent by U.S. Mail to the individ-
ual's mailing address of record. Mailed responses that provides an~~
explanation of the basis of the decision, an indication of each docu-
ment that supports the decision, and any relief or redress to be
provided. A decision shall be issued on the merits of the concern
raised in the complaint notwithstanding any procedural errors or
the type of relief or redress requested.

The decision shall also include information regarding the filing of
an appeal in accordance with this policy. After a hearing at Level
Three, the decision shall include information on submitting an ap-
peal to the commissioner.

A decision may be hand-delivered, sent by electronic communica-
tion to the complainant's email address of record, or sent by U.S.
Mail to the complainant's mailing address of record. Mailed deci-
sions shall be timely if they are postmarked by U.S. Mail on or be-
fore the deadline.

Days

~~"Days" shall mean District business days, unless otherwise noted.
In calculating timelines under this policy, the day a document is
filed is "day zero." The following business day is "day one."~~

Representative

"Representative" shall mean any person who or organization that is
designated by ~~an individual~~a complainant to represent the ~~individu-
al~~complainant in the complaint process.

The ~~individual~~complainant may designate a representative through
written notice to the District at any level of this process. ~~If the indi-
vidual~~The representative may participate in person or by telephone
conference call. If the complainant designates a representative
with fewer than three **business** days' notice to the District before a
scheduled ~~conference or~~hearing, the District may reschedule the
~~conference or~~hearing to a later date, if desired, in order to include
the District's counsel. The District may be represented by counsel
at any level of the process.

Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not fileTo promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from anyan event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timelinessrelated events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached toincluded with the complaint form. If the individualcomplainant does not have copies of these documents, theycopies may be presented at the Level One conferencehearing. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conferencehearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect mayshall be dismissed but may be refiled with all the required information if the re-filing is within the designated time for filingre-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Level One

Complaint forms must be filed:

- ~~3. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~
- ~~4. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may collect information provided at the Level One conference and any other relevant documents or information the administrator~~ **Investigation**

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

If the ~~individual~~ complainant did not receive the relief requested at Level One or if the time for a ~~response~~ decision has expired, ~~he or she~~ the complainant may request a ~~conference with the Superintendent or designee~~ hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator~~. ~~The individual may request~~ hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~individual~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- 3.4. The decision issued at Level One and any attachments.
- 4.5. All other documents relied upon by the Level One ~~administra-~~ tor hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference within ten~~ hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be lim-~~

~~ited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the ~~individual a written response within ten~~ complainant a decision within 20 calendar days following the ~~conference.~~ The written response shall set forth the basis of the ~~decision.~~ hearing. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One record, any additional information provided at prior to the Level Two ~~conference~~ hearing, and any other relevant documents or information the ~~Superintendent or designee~~ hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~ hearings, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the ~~individual~~ complainant did not receive the relief requested at Level Two or if the time for a ~~response~~ decision has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level Two ~~response~~ decision or, if no ~~response was received,~~ within ~~ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Two ~~response~~ decision deadline.

~~The Superintendent or designee shall inform the individual of the date, time, and place of the Board.~~ Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual~~ At least five business days before the Board or Board committee meeting, the Superintendent

shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~ Any other documents submitted by the complainant at Level Two.
- ~~3-4.~~ 4. The decision issued at Level Two and any attachments.
- ~~4-5.~~ 5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual complainant or his or her the complainant's representative, any presentation from the administration, and questions from the ~~Board~~ members with re-

sponses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a decision ~~orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products, e-cigarettes, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. ~~A Texas~~ An individual who holds a handgun license holder in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Waco Independent School District
Board of Trustee Meeting Agenda
Item

Date: February 26, 2026

Contact Person: Sherry Smith

RE: Update to Board Policy DEA (LOCAL)

=====

Background Information:

Policy DEA(Local) currently allows for the Board of Trustees to authorize through resolution or other action, to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, as long as the resolution or action reflects the purpose served by the expenditure. Continuing wage payments to employees during this emergency closure serves the public purpose of maintaining morale, reducing turnover, and ensuring continuity for reopening school after a severe winter weather event.

Administration is recommending a change in Policy DEA (LOCAL) to establish emergency closure pay to all regular employees (contractual and noncontractual, salaried and non-salaried) and long-term substitutes, who were instructed not to report to work during an emergency closure for which the workdays are not scheduled to be made up at a later date. In addition, premium pay will be established for any hours worked by non-exempt employees required to work on-site during the emergency closure at a rate of time and one-half.

This change is requested for the continuity of employee’s monthly paychecks in the event a Board meeting cannot be scheduled timely after an emergency closure. It will provide employees an assurance that their pay will not be disrupted. In addition, non-exempt employees required to work on-site during emergency closures will be properly compensated for their services provided and be more willing to work during an emergency closure.

Fiscal Implications:

Salaries are included in the appropriate year’s allocated budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the update to Board Policy DEA (LOCAL), as presented.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Any pay adjustments for individual employees shall be determined within the approved budget following established procedures.

*Midyear Pay
Increases*

Contract
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements.]

Noncontract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

~~If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. The District shall pay covered employees during an emergency closure for which the workdays are not scheduled to be made up at a later date. Continuing wage payments to employees~~

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

during an emergency closure serves the public purpose of maintaining morale, reducing turnover, and ensuring continuity for reopening school after a closure event. Covered employees are all regular employees (contractual and non-contractual, salaried and non-salaried) and any long-term substitutes who were instructed not to report to work during an emergency closure. [See EB for the authority to close schools.]

Premium Pay

The District shall pay all non-exempt employees required to work on-site during an emergency closure at a rate of time and one-half for all hours worked.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Dr. Deena Cornblum

RE: Memorandum of Understanding (MOU) between Waco ISD and Texas State Technical College (TSTC) for Dual Credit Courses

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Background Information:

Board Policy GNC(LEGAL) provides that an agreement between a district and a community college be approved by the board or designee of both the district and the college district. The partnership agreement must address student eligibility requirements, faculty qualifications, location and student composition of classes, provision of student learning and support services, eligible courses, grading criteria, transcription of credit, and funding provisions. Waco ISD offers opportunities for students to earn college credit through Texas State Technical College (TSTC) while in high school. The Greater Waco Advanced Manufacturing Academy (GWAMA) offers these courses on the high school campus.

Attached is the Texas State Technical College Dual Enrollment Memorandum of Understanding for the 2026-2027 school year.

Fiscal Implications:

TSTC courses are offered at a rate of \$33 per credit hour.

Administrative Recommendation(s):

Approve the attached Memorandum of Understanding between Texas State Technical College and Waco ISD as presented.



Texas State Technical College Dual Credit Memorandum of Understanding (2026-2027)

MEMORANDUM OF UNDERSTANDING

Purpose and Program Overview

This Dual Credit Memorandum of Understanding (hereinafter referred to as “MOU”) is between **Texas State Technical College**, an institution of higher education and an agency of the State of Texas (which may hereinafter be referred to as the “College” or “TSTC”), the **Waco** Independent School District (which may hereinafter be referred to as the “District”), and the below listed high school(s) which is/are part of the District (which may hereinafter be referred to as the “High School Partner(s)”. TSTC, the District, and the High School Partner(s) may individually be referred to as a “Party” or collectively as “Parties” to this MOU.

High School Partner Name	High School CEEB Code	Name and Physical Address of Dual Credit Instructional Location/Site (Geographical Address where instruction occurs)	Instructional Formats (Online, TSTC Campus, Off-site Credentialed Facility)
Waco High School	447300	Greater Waco Advanced Manufacturing Academy 2401 JJ Flewellen Rd. Waco, TX 76704	Offsite (GWAMA)
University High School	447320	Greater Waco Advanced Manufacturing Academy 2401 JJ Flewellen Rd. Waco, TX 76704	Offsite (GWAMA)

This MOU establishes a collaborative partnership between the Parties to support dual credit opportunities, workforce development and advance student educational outcomes. The purpose of this partnership is to prepare students for postsecondary and career success through a structured approach to completing Career and Technical Education (CTE) courses, via a [Dual Credit Pathway](#), that lead to high-demand, high-wage careers. Dual Credit agreements are designed to align with the strategic priorities of both the ISD and the College. TSTC will annually review Dual Credit pathways, matriculation rates, and the evolving economic development needs of the State of Texas to ensure all partnerships remain aligned with institutional and statewide workforce goals. This MOU further outlines the roles and responsibilities of the College, the District and the High School Partner(s) as required by the Texas Education Agency and the Texas Higher Education Coordinating Board.

RESPONSIBILITIES OF EACH PARTY

The Parties enter into this MOU as authorized by [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84\(a\)](#), and agree as follows:

Upon execution of this MOU, TSTC agrees to:

- 1) Provide Access to Dual Credit Courses
 - a) Offer High School Partner(s) access to [Dual Credit courses](#) aligned with regional industry needs, including providing suggested alignment of course TEKS to [Workforce Education Course Manual \(WECM\)](#) outcomes and/or [Academic Course Guide Manual \(ACGM\)](#) outcomes for Dual Credit courses ([Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84.](#))
- 2) Support Partner Outreach and Recruitment through college recruitment presentations, informational sessions, and meetings for students and families throughout the academic year.
- 3) Coordinate Academic Advising Strategies with High School Partner(s) for students regarding Dual Credit opportunities, pathway selection, and continued education at TSTC after graduation.
- 4) Participate in the FAST Program
 - a) Participate in the [FAST \(Financial Aid for Swift Transfer\)](#) program and adhere to all institutional and regulatory requirements outlined for institutions of higher education under [Texas Administrative Code, Title 19, Part 2, Chapter 102, Subchapter GG, Rule § 102.1097.](#)
- 5) Provide students information necessary for Texas State Technical College to verify residency and lawful presence in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 21, Subchapter B, Rule §21.24.](#) TSTC is solely responsible for determining eligibility for dual credit participation.
- 6) Ensure Academic Policy Consistency
- 7) Establish course curriculum, instructional methods, and grading criteria for all Dual Credit courses. At the conclusion of each course, TSTC will submit a letter grade for each dual credit student to the High School Partner(s) and provide an official college transcript upon request.
- 8) Provide Student Support Services to dual credit students.
- 9) Provide the High School Partner(s) with an updated list of course material, textbook, and software requirements each semester. Any subsequent changes to course materials, platforms, or software shall be communicated to the High School Partner(s) in a timely manner.
- 10) Designate a College Representative responsible to serve as the primary liaison with the High School Partner(s) for all dual credit matters.
- 11) **Post a copy of this MOU to TSTC's website at de.tstc.edu in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84](#) and upon completion of this document, provide a copy for the High School Partner(s) to post to the District's website.**

Upon execution of this MOU, the High School Partner(s) agree to:

- 1) Verify that all participating students meet eligibility requirements for Dual Credit under [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85](#), including testing, grade level, and academic readiness standards.
 - a) Ensure all students complete the College admission application and required documentation and adhere to College enrollment procedures, deadlines, and policies (admissions, registration, add/drop/withdrawals, and grade reporting).
- 2) **Designate one High School Contact** responsible to serve as the primary High School contact by guiding students in selecting a [Dual Credit Pathway](#) aligned with an approved [Program of Study](#), coordinating and submitting required documentation, collaborating with TSTC on advising and program improvements, scheduling application drives and campus events, and maintaining ongoing communication regarding student progress and program updates.
- 3) Ensuring that **Texas Essential Knowledge and Skills (TEKS)** requirements are met for the high school credit portion of Dual Credit courses in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84](#).
- 4) Coordinate class scheduling, instructional locations, and student rosters with TSTC.
- 5) Provide students access to technology and instructional resources required to complete coursework.
- 6) Collaborate with TSTC to align academic advising strategies for students in Dual Credit and career pathway programs.
- 7) Support student success through local advising, progress monitoring, and timely communication with TSTC regarding academic concerns, attendance, or behavioral issues.
- 8) Inform students of [College's Code of Student Conduct](#), and **academic calendars**, ensuring they understand their responsibilities as TSTC students.
 - a) When there are differences in calendar schedules and the College is not in session, the High School Partner(s) are responsible for student supervision.
 - b) When there are differences in calendar schedules and the High School Partner(s) are not in session, the student is responsible for attending the college course(s)
 - c) Students are required to adhere to attendance policies as outlined in their course syllabus.
- 9) Ensure that students have access to all required course materials, including textbooks, tools, software, uniforms, and internet access, prior to the first day of class.
 - a) Support students in meeting technology and readiness expectations as outlined in TSTC course requirements.
- 10) The High School Partner(s) are also responsible for student transportation to and from the College's campus or other instructional sites. Students who have free periods while on the College's campus will not be monitored by College personnel.
 - a) The High School Partner(s) shall hold harmless the College for any death, personal injury, property damage, and/or campus disruption caused by High School Partner(s)' personnel or students. The College is not responsible for High School Partner(s)' students who leave the College's grounds.
- 11) Ensure all campus administrators are familiar with the obligations and responsibilities outlined in this MOU.

- 12) Cover all costs related to tuition, textbooks, supplies, and transportation, or require the student to cover these expenses unless they qualify for free Dual Credit courses.
- 13) **FAST Program Participation**
 - a) Cover all costs related to tuition, textbooks, supplies, and transportation as needed, or require the student to cover these expenses unless they qualify for free Dual Credit courses under FAST or other local funding models.
 - b) Notify parents/guardians of the **FAST program**, including rules, eligibility criteria, and student responsibilities, ensuring that all communication aligns with current state guidance and institutional policy.
- 14) **Post a copy of this MOU to the high school(s)/ District website in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84.](#)**

STUDENT ELIGIBILITY

TSTC requires High School Partner(s) to follow all College enrollment procedures and guidelines for Dual Credit students. All admissions and eligibility requirements are outlined by the Texas Higher Education Coordinating Board laws and regulations, the [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85](#), and in the College's [Statewide Operating Standard \(SOS\) ES 4.07 Admission of Students](#).

- 1) **Dual credit courses are college-level courses in every respect. The curriculum and instructional methods and materials, and methods of delivery are identical to those for traditional college students, regardless of the high school student's age or grade level.**
- 2) Students must be in grade nine or above and demonstrate appropriate college readiness to be eligible for enrollment in dual credit courses.
- 3) For some programs, eligibility may include successful completion of the Texas Success Initiative Assessment (TSIA) 2.0 program, prior to enrolling unless otherwise exempt or waived.
- 4) Once a student reaches 15 semester credit hours of dual credit coursework, submission of TSIA 2.0 ELAR scores will be required for continued enrollment in a dual credit.
- 5) Dual Credit students must maintain Satisfactory Scholastic Standing as outlined in the College's Catalog and Student Handbook.
- 6) While there is no limit to the number of courses a high school student can enroll in during any term (fall, spring or summer), students, counselors and parents/ guardians should carefully consider other academic and personal obligations when determining course load.

ELIGIBLE COURSES & LOCATION OF CLASS

- 1) **Course Eligibility:**
 - a) Courses offered by TSTC are developed based on the guidelines published in the [Workforce Education Course Manual \(WECM\)](#) or the [Academic Course Guide Manual \(ACGM\)](#) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for Dual Credit by the College's applicable instructional department and TSTC's Office of Dual Credit

- b) Remedial courses will not be offered for dual credit.
- c) Concurrent enrollment to high school students requires Individual Approval as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 4.07 Admission of Students](#).

2) Delivery Methods and Location of Courses

Courses may be delivered utilizing the method mutually determined by TSTC and the High School Partner(s), which may include the following:

- a) Delivery at the High School Partner(s)' campus utilizing a high school teacher credentialed and employed and defined in [Statewide Operating Standard \(SOS\) ES 1.11 Faculty Credentials](#) as a College Dual Credit Instructor (DC Instructor); or
- b) Delivery on a TSTC campus utilizing College Instructors whereby students are integrated into traditional course section offerings; or
- c) Delivery online utilizing a TSTC Instructor.

Please note: The delivery of courses is subject to change based on curriculum and program updates relative to the modality of instruction.

Dual Credit classes taught in a hybrid modality, as defined by the Texas Higher Education Coordinating Board (THECB), [Texas Administrative Code, Title 19, Part 1, Chapter 2, Subchapter J, Rule §2.202](#), is "A course in which a majority (more than 50 percent) of the instruction occurs when the student(s) and instructor(s) are in separate physical locations.". Hybrid courses taught by TSTC are when part of the course is delivered online and part of the course is delivered face-to-face.

Dual Credit classes not taught on a College campus or during regular class hours may include but are not limited to:

- a) Distance Education: Distance education courses encompass online and hybrid courses as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 2.20 Distance Education](#). Dual Credit students participating in classes delivered by distance education by TSTC are not required to be at the off-site location to receive instruction. Distance education courses that are delivered 100% online are accessible at any time or location where a student has a computer and internet access; or
- b) Special technical programs approved to run outside the designated block time; or
- c) Courses taught at high school, face-to-face; or
- d) Courses taught in a hybrid modality.

3) Composition of Classes

Dual Credit courses will be composed as defined by the Texas Higher Education Coordinating Board laws and regulations, the [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85](#).

For courses held at the High School Partner(s) facility, the High School Partner(s) may not enroll both dual credit and non-dual credit students in the same section, unless the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- a) If the course is required for completion under State Board of Education High School

- graduation requirements, and the school is otherwise unable to offer such a course; or
- b) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students; or
 - c) If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

4) **Course Scheduling and Contact Hours**

- a) **Face-to-Face & Hybrid Courses:** All courses delivered in a face-to-face or hybrid format whether at a TSTC campus or a high school facility must comply with minimum contact hour requirements established by the [Workforce Education Course Manual \(WECM\)](#), [Academic Course Guide Manual \(ACGM\)](#), [Career and Technical Education Guidelines](#), and the Texas Higher Education Coordinating Board (THECB).
- b) **TSTC Campus Courses:** The College will provide the High School Partner(s) with course schedules that comply with contact hour requirements.
- c) **Distance Learning Courses:** Distance learning sections are not bound by contact hour requirements.
- d) **Offsite (High School Location) Courses:** The College and High School Partner(s) will collaborate to ensure that class schedules at the high school facility satisfy the minimum contact hour requirements.
- e) Students enrolled in face-to-face/hybrid courses must follow the College's [Academic Calendar](#) and adhere to the attendance policy as outlined in the course syllabus.

Courses offered in a distance learning format are not bound by contact hour scheduling requirements. However, the College recommends that High School Partner(s) ensure enrolled students understand the rigor of distance learning courses and allocate adequate time for completion to support their success.

COURSE CURRICULUM, INSTRUCTION & GRADING

1) **Curriculum and Instruction**

- a) All Dual Credit courses offered under this agreement will use the same curriculum, learning outcomes, instructional materials, and assessments as those offered to students enrolled in identical courses at TSTC. Courses shall meet the standards of the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and applicable state and federal guidelines.
- b) TSTC retains full responsibility for the quality and rigor of instruction, assessment, and student learning outcomes for all Dual Credit courses, regardless of the location or modality of delivery.

2) **Grading Procedures**

- a) High School Partner(s) that participate in the Dual Credit Program at TSTC will comply with procedures and guidelines established by the College as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 4.06 Grading System](#). Please refer to Appendix D for full

grading guidelines.

- b) **Students can track their academic progress through Canvas throughout the semester. Final grades will be accessible at the end of the semester in Workday Student.**

FACULTY SELECTION, HIRING, SUPERVISION, & EVALUATION

General

TSTC has established an approval process for selecting and approving qualified faculty to teach Dual Credit courses at a High School Partner(s) facility. All faculty must meet credential requirements as stated in TSTC's [Statewide Operating Standard \(SOS\) ES 1.11 Faculty Credentials](#). This includes submission of resumes, transcripts, and/or industry certifications to the College's appropriate Director of Alignment for evaluation prior to hiring.

Employment with College is contingent upon the following:

- 1) Proof of eligibility to work in the United States. TSTC complies with the Immigration Reform and Control Act. Documentation of eligibility must be provided within 72 hours of application
- 2) Completion of the College's pre-employment requirements ,including application, background checks and chemical screenings, to be eligible for employment.
- 3) Submission of all required hiring documents, including **official** transcripts, by the 30th day of employment. Failure to do so could result in termination of employment.
- 4) An executed MOU with the High School Partner(s) and District.
- 5) Availability of funding and satisfactory performance.
- 6) Completion of Faculty Orientation through TSTC's Human Resources Learning and Organizational Development Office within 30 days of hire. Annual training, including online faculty orientation and TSTC Essentials Training, is required for continued employment.
- 7) **Notification of Unmet Requirements:** If any pre-employment requirements are not met, TSTC will communicate only to ISD partners that our requirements were not fulfilled. This may include instances of an unsatisfactory drug screen, background check, or credential verification.
- 8) Submission of required course syllabus by the appropriate deadline in accordance with [HB 2504](#).

In the event of an investigation of a personnel matter, including Title IX concerns, the College and the High School Partner(s) will work collaboratively and in a timely manner share any and all information necessary with TSTC's Human Resource office and the corresponding Districts' Human Resource office.

High School Partner(s) Responsibilities

- 1) Notify the College of any Dual Credit Instructor personnel changes 90 days prior to the first day of the semester or immediately in the case of extended leave.
- 2) Notify the College within five business days if a DC Instructor resigns or is terminated, and within 48 hours if the instructor receives an official reprimand or counseling.
- 3) Allow release time from high school duties for DC Instructors to complete the required 6 hours

of faculty development per year as referenced in [Statewide Operating Standard \(SOS\) HR 1.18 Faculty Professional Development](#).

- 4) Ensure students meet the minimum contact hours for each course and provide necessary textbooks, materials, supplies, and access to instructional resources and technology.
- 5) Work with the College to ensure High School facilities meet college-level instructional standards, laboratory safety and compliance with program requirements.
- 6) Enroll a minimum of 10 Dual Credit students per offsite course section requested by the High School.
- 7) Permit the College's personnel to monitor and evaluate instructional quality via site visits and other evaluation procedures.

TSTC Responsibilities

- 1) Once the High School Partner(s) facility meets all necessary credentialing criteria, the College will initiate an employment application for the selected candidate.
- 2) TSTC will ensure that College faculty teaching Dual Credit courses have met acceptable national criminal background checks, which may include fingerprinting.
- 3) Review faculty credentials and submit to the College's Office of Faculty Credentialing.
- 4) Supervise, evaluate and monitor DC Instructors to ensure instructional quality, compliance with College policies and alignment with course syllabus outcomes by TSTC's respective designee in accordance with TSTC's [Statewide Operating Standard \(SOS\) ES 1.11 Faculty Credentials](#).
- 5) Provide guidance and support through Program Team Leads and Directors of Alignment.
- 6) Conduct **semester-end reviews, annual faculty evaluations**, and develop Professional Development Plans as needed.
- 7) Compensate DC Instructors with stipend pay for the semester the course is taught which will be divided and paid out monthly according to the course start and end dates. Payment may be subject to change should a DC instructor be removed from instruction for any reason (such as extended leave) during the agreed upon semester and course.

Please note: Stipends are contingent on courses taught, not individual sections. The 2026-2027 stipend system is as follows:

- a) **\$750** for 1–2 courses per semester
- b) **\$1,250** for 3–4 courses per semester
- 8) Maintain access to electronic learning resources, Canvas, and Workday for grade reporting and instructional monitoring.
- 9) Monitor course enrollment, rigor, and compliance with accrediting standards (SACSCOC) and state requirements.

Dual Credit Instructor Expectations

Dual Credit (DC) Instructors serve as extensions of the College's faculty and are expected to uphold TSTC's academic standards, instructional integrity, and compliance requirements for all courses taught under this agreement.

- 1) DC Instructors must ensure all enrolled students appear on the official TSTC course roster by

the published Census Date (11th class day). Students not listed by this date will not receive college credit for the course.

- 2) DC Instructors report to the assigned TSTC Program Team Lead for instructional guidance, syllabus alignment, and delivery expectations.
- 3) Instructors are required to submit all required documentation, including certification of rosters, midterm grades, and final grades, through TSTC's designated systems (Canvas and Workday) by established deadlines.
- 4) All grading must adhere to TSTC's [*Statewide Operating Standard \(SOS\) ES 4.06 Grading System*](#), applicable course outcomes, and department-approved syllabi. DC Instructors may not modify or convert college letter grades to meet ISD numeric grading scales.
- 5) When issuing grades, DC Instructors are not permitted to alter the earned College letter grade scale, which may differ from the High School Partner(s)' numeric grade scale.
- 6) Instructors should communicate clearly with students regarding the academic rigor and time commitment of college-level coursework, including expectations for out-of-class assignments.
- 7) DC Instructors must maintain the rigor and contact hour requirements established by the College and ensure alignment with the official TSTC syllabus and learning outcomes.

FACILITIES & INSTRUCTIONAL OVERSIGHT

Facilities

The High School Partner(s) shall collaborate with TSTC to ensure that all facilities utilized for Dual Credit instruction meet the standards and criteria required for college-level coursework. This includes, but is not limited to, the following:

- 1) **Facility Standards:**
The High School Partner(s) shall ensure that classroom and laboratory facilities are adequate and appropriate for college-level instruction and that all safety, environmental, and equipment requirements established by TSTC are met.
- 2) **Minimum Enrollment:**
The High School Partner(s) shall enroll a minimum of **ten (10)** College Dual Credit students for each offsite course section offered at the High School Partner(s)' request.
- 3) **Instructional Resources and Technology:**
The High School Partner(s) shall provide Dual Credit Instructors and students with appropriate access to instructional resources, equipment, and technology necessary to deliver the approved curriculum.
- 4) **Textbooks and Course Materials:**
The High School Partner(s) shall ensure that all required textbooks, materials, and supplies, as designated by TSTC, are procured and made available prior to the first day of class.
- 5) **Electronic Learning Access:**
When instruction is delivered at the High School Partner(s)' facility, the High School Partner(s) shall ensure access to TSTC's electronic learning management systems and all software platforms required for course participation.
- 6) **Safety and Security:**

The High School Partner(s) shall maintain the safety and security of its facilities where Dual Credit instruction occurs. TSTC shall ensure the same standard for any courses delivered at College-owned or College-leased locations.

7) **Accreditation and Compliance:**

The number and scope of Dual Credit course offerings at offsite locations shall be reviewed annually by TSTC to ensure compliance with accreditation requirements established by the **Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)** and will be met in accordance with [Statewide Operating Standard \(SOS\) GA 1.23 SACSCOC Substantive Change Compliance](#).

- a) TSTC must obtain prior SACSCOC approval to offer **fifty percent (50%) or more of instruction toward any credential or program** at an offsite location. ***Timeline for SACSCOC approval can take up to one year.***
- b) Any change to an offsite location, including but not limited to name, physical address, relocation, or closure, must be reported to TSTC **no fewer than sixty (60) calendar days prior to implementation.**

Note: Failure to ensure compliance with the aforementioned standards, including the provision of adequate facilities, instructional resources, and accreditation requirements, may result in the suspension or discontinuation of Dual Credit course offerings and may impact TSTC's ability to enter into future partnership agreements with the High School Partner(s).

Monitoring of Instruction

TSTC shall maintain oversight of all Dual Credit courses offered at High School Partner(s) locations to ensure instructional quality, rigor, and compliance with College and accreditor standards.

1) **Instructional Oversight and Site Visits:**

TSTC representatives, including the **Director of Alignment** and **Program Team Lead**, shall conduct coordinated site visits and routine instructional check-ins each semester. Such visits shall verify alignment with TSTC course syllabi, curriculum requirements, and applicable state and accreditation standards.

2) **Faculty Evaluation:**

- a) At the conclusion of each semester, TSTC shall meet with each Dual Credit Instructor to conduct an instructional review.
- b) At the conclusion of each academic year, TSTC shall complete an annual faculty evaluation in accordance with College policy.
- c) When deemed necessary by TSTC, a **Professional Development Plan (PDP)** shall be developed to address identified instructional or compliance concerns.

3) **Professional Development and Training:**

All Dual Credit Instructors are required to participate in mandatory annual orientation and professional development sessions facilitated by TSTC to maintain instructional alignment and compliance with College expectations.

FINANCE & FUNDING

Tuition and Fees

Dual Credit courses are offered at a reduced tuition rate of \$33 per credit hour under the Dual Credit tuition waiver and fee structure. The waiver applied only to students who meet Dual Credit eligibility and enrollment requirements as outlined in this agreement.

FAST (Financial Aid for Swift Transfer) Program

TSTC has opted to participate in the [FAST Program](#) for the 2026-2027 Academic Year as defined in [Texas Administrative Code, Title 19, Part 2, Chapter 102, Subchapter GG, Rule § 102.1097](#). This program provides tuition coverage for eligible Dual Credit students, allowing participation at no cost to the students for tuition and applicable fees.

To qualify for free Dual Credit tuition under Fast, students must:

- 1) Be enrolled in an eligible Dual Credit course offered through a public school district or charter schools that receives Foundation School Program (FSP) funding;
- 2) Be taking a course offered through an approved institutional agreement, as outlined in [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.84](#), from an institution of higher education that has opted to participate in FAST; and
- 3) Have qualified for free or reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the Dual Credit course.

The College will adhere to all reporting and compliance requirements established by the Texas Higher Education Coordinating Board (THECB) to verify and maintain FAST eligibility for students. Eligible students will not have tuition invoiced to the High School Partner(s).

The High School Partner(s) are responsible for the following:

- 1) Ensuring accurate reporting of student's economic status to the Texas Education Agency (TEA) for eligibility determination;
- 2) Providing the College with timely notification of eligible students, including submission of all enrolled students' Texas Student Data Systems (TSDS) identification numbers **BEFORE** the 12th day of class;
- 3) Ensuring that all other course related expenses, including, but not limited to: required textbooks, tools, uniforms, software, supplies, computer specifications, internet access, and platform access are provided to the student(s) at no cost to them.
- 4) Notifying the College when eligible students or High School Partner(s) require assistance in meeting FAST participation requirements so that the College may provide necessary support at no cost to the students; and
- 5) Informing students and parents/ guardians about the FAST Program, including eligibility criteria and available benefits, in a timely manner.

Invoicing

The College will invoice the High School Partner(s) for all applicable tuition and fee charges under the sponsorship billing process, in accordance with [Statewide Operating Standard \(SOS\) FA 1.09 Refund on Tuition and Fees](#), unless otherwise designated as non-refundable. Invoicing will begin only after student

FAST eligibility status has been identified and verified by the College.

Students enrolled in semester credit hour courses who drop or withdraw prior to the first class day shall incur no tuition cost. Students who officially withdraw or drop courses after classes begin shall receive a reduction in tuition and fees according to the refund schedule outlined in [Statewide Operating Standard \(SOS\) FA 1.09 Refund on Tuition and Fees](#).

The High School Partner(s) will designate a Business Accounting Office Contact to work with TSTC's Student Accounting office regarding invoices. The Business Accounting Office Contact, listed below, will receive the invoices and be responsible for remitting payment to the College.

Business Accounting Office Contact Name: _____

Email Address: _____

Phone Number: _____

DATA SECURITY, PRIVACY & SHARING

This section outlines the shared expectations and responsibilities of the College and the High School Partner(s) for maintaining the confidentiality, integrity, and lawful use of student information. Both Parties agree to protect all student records in compliance with federal, state, and local laws, including FERPA and applicable Texas regulations.

Security Safeguards

To maintain the confidentiality and integrity of student data, both the College and the High School Partner(s) shall independently implement best practices to prevent unauthorized physical and electronic access. Both Parties agree to the following safeguards when processing, storing, or transmitting data covered under this Agreement:

- 1) **Secured Facilities and Restricted Access:** All student records shall be stored in secure facilities with access limited to authorized personnel only.
- 2) **Secure Passwords:** Access to electronic systems containing student data shall require strong, secure passwords.
- 3) **Mandatory Training:** Personnel with access to student information shall complete annual training on information security and data privacy.
- 4) **Data Protection:** All data shall be maintained in a manner that prevents interception, diversion, or unauthorized access.
- 5) **Authorized Disclosures:** Any disclosure of data to third parties, as required by law (e.g., Texas Public Information Act, audits, or Texas Education Agency/Texas Higher Education Coordinating Board regulations), shall comply fully with FERPA and applicable Texas laws regarding the protection of confidential student information.

Method of Access or Transfer

Student-level survey and academic data shall be securely transferred between designated College and District officials using approved methods that maintain confidentiality (e.g., TReX or encrypted file transfer).

Physical Location of Data

Data shall be housed in secure physical or electronic facilities accessible only to authorized individuals for the purposes described in this Agreement. Secure passwords will be required for electronic data access, and all systems shall be configured to prevent unauthorized retrieval of personally identifiable information.

Disposition of Data

The College and the High School Partner(s) shall maintain and destroy student data in accordance with their respective records retention policies and applicable laws.

Data Sharing & Privacy Agreement

To facilitate student enrollment and compliance with dual credit and FAST program requirements, the High School Partner(s) shall provide the following student information for students in grades 9–12, as applicable:

- 1) Student name (Last, First, Middle Initial)
- 2) Date of birth
- 3) Mailing address (Street, City, State, Zip)
- 4) Name of school
- 5) Grade Level
- 6) High school graduation anticipated year
- 7) **TSDS identification numbers for the purpose of identifying FAST eligibility.**
- 8) College Readiness Scores (if needed): STAAR English II, STAAR Algebra 1 with Algebra II course grade, STAAR English III, STAAR Algebra II, TSIA, TSIA ABE, TSIA 2.0, and TSIA 2.0 Diagnostic
- 9) High school transcript and/or grade 8 report card
- 10) Bacterial Meningitis shot record (if students are attending a TSTC campus for instruction)

The College will electronically request the aforementioned data and it will be provided promptly as agreed by both Parties.

The College will provide the following information to the High School Partner(s) upon a student's entry into the program:

- 1) Student TSTC One ID
- 2) Student registration status
- 3) Student course schedules/ rosters

Cybersecurity Training

If the High School Partner(s) or its personnel are granted access to TSTC computer systems or databases, the District shall comply with [Texas Government Code, Chapter 10, Section 2054, Subchapter A](#), regarding cybersecurity training certified by the Texas Department of Information Resources (DIR). A Third Party Vendor form must be signed by the designated High School Partner(s) representative before access to the College's learning management system is granted.

FERPA

The College and High School Partner(s) agree to maintain all student records in compliance with applicable federal, state, and local laws. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TSTC designates the High School Partner(s) as a **school official** with a legitimate educational interest in the records of dual credit students, limited to functions required for the administration of the program.

Both Parties agree to maintain the confidentiality of student educational records and shall not release or disclose such records to any third party without the prior written consent of the student or as otherwise authorized under FERPA.

STUDENT EXPECTATIONS & SUPPORT SERVICES

Student Expectations & Responsibilities

Dual Credit students are subject to the same academic policies, rules, and standards of conduct as all TSTC students, as published in the current [TSTC Catalog and Student Handbook](#).

Student Rights and Conduct

- 1) Students attending classes on a TSTC campus are treated as college students and are responsible for knowing all applicable policies.
- 2) Disruptive behavior may result in dismissal from the course and referral to the high school for additional disciplinary action.

Violations are handled under [Statewide Operating Standard \(SOS\) ES 3.23 Student Rights and Responsibilities](#).

Students will receive access to the Student Information System and Learning Management System (LMS) to view grades, transcripts, and other academic information.

Title IX & Equal Opportunity

TSTC upholds non-discriminatory policies outlined under Title IX of the Education Amendments of 1972, [Statewide Operating Standard \(SOS\) HR 2.4.15 Prohibiting Sexual Misconduct and Sex-Based Discrimination](#) and [Statewide Operating Standard \(SOS\) ES 4.07 Admission of Students](#). This includes protections against sex-based discrimination, sexual harassment, pregnancy or parental status discrimination, and ensures equal access for all individuals regardless of race, color, religion, sex, nation origin, age, genetic information, disability, sexual orientation, sexual preference, veteran status, or any other basis that violates any applicable federal, state, or local law.

TSTC and the High School Partner(s) will maintain responsibility for ensuring a learning and working environment free from sex-based discrimination. Should a report involving a dual credit student arise, the Parties agree to promptly notify and coordinate with one another's Title IX Coordinator to ensure consistent response and support. Each Party will follow its respective policies and procedures for reviewing and resolving reports.

TSTC Title IX contact information can be found [here](#). Each Party is responsible for training its personnel regarding the requirements and processes under Title IX and for communicating relevant reporting procedures to students, faculty, and/or staff.

Student Grievances & Complaints

Dual Credit students may file grievances or complaints following [Statewide Operating Standard \(SOS\) ES 3.24 Student Grievances and Complaints](#), as published in the [Student Catalog and Student Handbook](#). Procedures apply equally to dual credit and college students.

Student Support Services & Accommodations

TSTC and the High School Partner(s) will adhere to the **Americans with Disabilities Act Amendments Act (ADAAA)** and **Section 504**. Dual Credit students shall have access to comparable support services as other college students, including disability services, tutoring, and counseling.

- 1) **College Credit Courses:** Accommodations must comply with ADAAA and Section 504, Subpart E, and follow TSTC's procedures for determining reasonable accommodations.
- 2) **High School Credit Courses:** Accommodations under ADAAA and Section 504, Subpart D, are the responsibility of the high school.

Students requesting accommodations must self-disclose with **TSTC's Access & Learning Accommodations (ALA) Office**. TSTC is responsible for timely and efficient access to student support services, while infrastructure access (buildings, internet, web platforms) is the responsibility of the facility owner or provider.

Each Party is responsible for training its personnel regarding the requirements and processes under ADA and for communicating relevant procedures to students, faculty, and/or staff.

Advocacy and Resource Center (ARC)

All Dual Credit students have access to the ARC, which assists with non-academic barriers such as food, housing, transportation, and childcare. Students must contact the ARC directly to request assistance.

Health and Liability

Dual Credit students, parents, or sponsoring agencies must provide health and accident insurance. The High School Partner(s), students, and their guardians agree to hold TSTC harmless for any injury, property damage, or accident occurring on campus or at off-site instructional locations.

Learning and Library Resources

Dual Credit students and instructors have full access to TSTC's library and learning information resources via Library Services at <https://tstc.libguides.com>. Students' TSTC OneID login may be

required to access remote resources. Students have access to self-guided and scheduled tutorials and instruction in the use of libraries and other resources at <https://tstc.libcal.com/>.

Transcription of Credit

A college grade will be transcribed upon completion of the semester for all courses in which the student is officially enrolled and graded, in accordance with the College's current grading policy.

The High School Partner(s) agree to evaluate and award corresponding high school credit based on the successful completion of the College's Dual Credit course(s) and the learning objectives achieved by the student. The transcribed grade on the high school transcript shall reflect the student's performance as recorded by the College.

Acceptance of Dual Credit coursework by another postsecondary institution is at the sole discretion of the receiving institution. It is the responsibility of the student to verify transferability of credits with the institution to which they intend to transfer.

Articulated Credit

The College does not offer articulated credit as an alternative to Dual Credit to the High School Partner(s).

Texas Public Information Act

Notwithstanding any provisions of this MOU to the contrary, the High School Partner(s) acknowledge that TSTC will comply with the Texas Public Information Act, Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Texas Attorney General.

TSTC will notify the High School Partner(s) upon receipt of a request for information related to this MOU. The High School Partner(s) agree to cooperate with TSTC in the production of documents responsive to such requests.

The High School Partner(s) may request that TSTC seek an opinion from the Texas Attorney General regarding a request; however, TSTC is not obligated to act on requests that are not based on a reasonable interpretation of the Texas Public Information Act. Additionally, the High School Partner(s) will notify TSTC's Office of General Counsel of any third-party requests for information originally provided by the State of Texas for use in conducting this MOU.

This MOU and all data or information generated or obtained in the performance of responsibilities under this MOU may be subject to disclosure under the Texas Public Information Act. The High School Partner(s) are required to make any information created or exchanged with the State pursuant to this MOU, and not otherwise excepted from disclosure, available in a format accessible to the public at no additional charge to the State.

The High School Partner(s) agree to maintain the confidentiality of information received from the State of Texas during the performance of this MOU, including information disclosing confidential personal information, such as Social Security numbers.

FORCE MAJEURE

Neither Party to this MOU will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform, due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“Force Majeure Occurrence”). However, at the sole discretion of TSTC, the term may be extended in an amount necessary for TSTC to complete the purposes of this MOU, which delay(s) have been caused by the Force Majeure Occurrence, and during said extension, the High School Partner shall work diligently in accordance with this MOU to complete the purposes of this MOU.

ATTACHMENTS

The following appendices are attached to and incorporated into this Memorandum of Understanding.

- 1) **Appendix A: Dual Credit Approval Form and Crosswalk**
 - a) Upon execution of this MOU, each participating High School Partner will complete **Appendix A: Dual Credit Pathway Approval Form** to identify approved course pathways, courses, locations, and instructional delivery methods for the upcoming academic year. This form serves as the official record for program implementation, suggested crosswalks and student application development.
- 2) **Appendix B: Statewide Dual Credit Goals**
- 3) **Appendix C: Advising Terminology**
 - a) As per SB 1276, terminology related to advising for dual credit and college readiness will be listed
- 4) **Appendix D: TSTC Grading Policy**

MEMORANDUM OF UNDERSTANDING (MOU)

Any change to the terms of this MOU must be presented in written form and agreed upon by both TSTC and the High School Partner(s) at least thirty (30) days before any term or provision may be changed.

COUNTERPARTS

This MOU may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

EFFECTIVE DATE AND TERM

The effective date of this MOU is active upon signature of all parties and applies to the **2026-2027 academic year**.

SIGNATURES

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

High School Partner Waco ISD

202 N 42nd St
Waco, TX 76710

By:

Date:

Dr. Tiffany Spicer
Superintendent
Waco ISD

Texas State Technical College

3801 Campus Drive
Waco, TX 76705

By:

Date:

Beth Wooten
TSTC Campus Provost

By:

Date:

Kadie R. Svrcek
Sr. Director, College Pathways & Enrichment

Appendix A: Dual Credit Pathway Approval Form



Texas State Technical College
Dual Credit Pathway Approval Form
(2026-2027)

By signing below, the undersigned acknowledge that the information provided above is accurate and reflects the approved Dual Credit offerings for the 2026–2027 academic year. All offerings are subject to TSTC and THECB/TEA guidelines, instructional capacity, and enrollment minimums.

High School Information:

ISD Name /Texas Home School/ Other Entity:			
High School/ Home School Name:			
High School/ Homeschool Designee:		CEEB Code:	
Email Address:			

Program Name:

Courses	Contact Hours Lec/ Lab	Suggested Crosswalk	<i>Instructional Format On-campus, Off-site or Online</i>

Signatures of Approval:

High School/ Homeschool Designee:		Signature		Date
Student Learning Designee(s)		Signature(s)		Date
Senior Director, College Pathways & Enrichment	Kadie R. Svrcek	Signature		Date

Appendix B: Statewide Dual Credit Goals

Goal 1: Independent school districts (ISDs) and institutions of higher education (IHEs) will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

Measures of Implementation:

- Documentation summarizing collaboration and outreach efforts of IHEs and secondary school partners will be readily available and posted.

Examples of Documentation:

- Collaboration between ISDs and IHE partners to host informational sessions for students and parents on dual credit opportunities, benefits, and costs.
- ISD and IHE dual credit webpages reflect the most current dual credit program information, including enrollment and fee policies.
- Collaboration between ISDs and IHE partners on a marketing campaign.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

Metric: Analysis of enrollment and persistence in postsecondary education, disaggregated by student sub-population.

Examples of Items Included in Analysis:

- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Semester credit hours required to complete a degree.

Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.

Metric: Analysis of enrollment and degree completion, disaggregated by student sub-population.

Examples of Items Included in Analysis:

- Student enrollment in postsecondary education after high school.
- Time to degree completion.
- Decrease in excess semester hours beyond those required for degree completion.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Metric: Analysis of student performance in subsequent coursework.

Appendix C: Advising Terminology

As per SB 1276 (86* Legislature, 2019), below is the terminology related to advising for dual credit and college readiness.

Advising - Individualized academic guidance for students to help them succeed in their future education and career goals.

Degree Plan - A statement of the course of study requirements that an undergraduate student at an institution of higher education must complete in order to be awarded a for-credit credential from the institution.

Contact Hours - The total number of hours a class meets each week.

Dual Credit - High school students taking college level courses for both high school and college credit.

Dual Credit Pathway - A coherent sequence of courses within the lowest level credential, for a singular program, offered by the institution.

Drop - The formal process of early removal of a course from a student's schedule after they have been registered but before the course has begun. All course drops must be handled through TSTC's Dual Credit Office.

Withdraw - The formal process of later removal of a course from a student's schedule after they have been registered but before the course has been completed; after the drop deadline but before the withdrawal deadline. A "W" will appear on the student's transcript. All course withdrawals must be handled through TSTC's Dual Credit Office.

Family Educational Rights and Privacy Act (FERPA) - A federal law that protects the privacy of student records at a public higher education institution.

Lower Division Academic Course Guide Manual (ACGM) - The official list of courses approved for general academic transfer that may be offered by public community and technical colleges in Texas for state funding.

Workforce Education Course Manual (WECM) - A THECB guide listing all approved Texas college CTE courses, their learning objectives, instructional methods, and industry-aligned skills. Dual credit courses following WECM prepare students for high-demand, high-wage careers.

Prerequisite - A course required to be successfully completed before taking another course.

Appendix D: TSTC's Grading Policy

It is the policy of Texas State Technical College (TSTC) to measure student achievement of skills, knowledge, and competencies using a standard system of grading. This system provides a clear and consistent method to report student performance for each course attempted or credited. The grading standards ensure transparency for students, parents, and partner schools regarding academic expectations, credit earned, and progress toward program completion. The full grading policy can be found in [TSTC's Catalog and Student Handbook](#).

Traditional Grading

TSTC measures student achievement through the following grades:

Grade	Interpretation	Grade Points
A	Excellent/Superior Performance	4
B	Above Required Performance	3
C	Minimum Required Performance	2
D	Below Required Performance	1
F	Failure to Meet Requirements	0

P	Pass (developmental or technical WECM courses; up to 6 credit hours)	NC
IP	In Progress (course not completed; converts to F if not completed within 1 year)	NC
IM	Incomplete-Military Leave (student called to active military service; converts to W if not completed within 2 years)	NC
W	Withdrawal	NC
CR	Credit (transfer, articulation, or other validated credit)	NC
AUD	Audit of Course	NC
S	Satisfactory (Continuing Education courses)	NC
UN	Unsatisfactory (Continuing Education courses)	NC
NP	No Pass (used in critical extenuating circumstances; counts as hours attempted but not GPA)	NC

Note: NC = Not Calculated

Performance-Based Education (PBE) Grading

Grade	Interpretation	Grade Points
A	Excellent/Superior Performance	4
B	Above Required Performance	3
F	Failure to Meet Requirements	0
IM	Incomplete-Military Leave	NC
W	Withdrawal	NC

CR	Credit	NC
AUD	Audit of Course	NC
S	Satisfactory	NC
U	Unsatisfactory	NC
NE	No Credit Earned (non-punitive, not calculated in GPA)	NC
NA	Not Applicable (used for midterm PBE courses)	NC

Grade Notification & Changes

- Students can monitor grades via the Student Information System (SIS) portal.
- Grade change requests must be submitted within 12 months of issuance.
- Grades may be changed for errors, completion of an IP grade, or other verified administrative reasons.
- A grade cannot be changed to a “W” unless it accompanies an approved administrative withdrawal.

Grade Point Average (GPA)

- **Term GPA:** Calculated for all TSTC college-level courses with grades A–F in a term (developmental courses excluded).
- **Cumulative GPA:** Calculated for all TSTC college-level courses since enrollment (developmental courses excluded).
- **Standards of Progress GPA:** Includes all TSTC college-level and developmental courses; used to determine scholastic standing, honors, and financial aid eligibility.

Calculation Example: $\text{Grade points} \times \text{credit hours} \div \text{total hours attempted} = \text{GPA}$

Scholastic Standing

- **Good Standing:** Cumulative and term GPA ≥ 2.00
- **Scholastic Probation:** GPA < 2.00 ; student may continue enrollment with academic support
- **Scholastic Suspension:** GPA < 2.00 after probation; minimum one-term suspension

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Sherry 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 February 17, 2026:

Waco ISD Existing Bids:

1. JGA Roofing System, LLC - \$288,400 – Roof replacement at Greater Waco Advanced Manufacturing Academy (GWAMA), Maintenance Bid # 22-1229.
2. HMH (Houghton Mifflin Harcourt) - \$576,486.48 – Renewal and upgrade of the district’s current HMH Intro Reading instructional materials for Grades K-5, Bid # 25-1295, Instruction Materials & Classroom Supplies.

Purchasing Cooperatives:

3. Utility Associates - \$86,000.04 – Police Department body cameras - Awarded grant from DJ-Edward Byrne Memorial Justice Assistance Grant Program. BuyBoard, Contract # 743-24, Law Enforcement Body Cameras, Supplies and Equipment.
4. Child’s Play, Inc. - \$54,580.00 – Artificial turf for playground replacement project at Bells Hill Elementary – BuyBoard, Contract # 679-22, Parks and Recreation Equipment, Products.
5. Honey Roofing Systems LLC - \$124,837.80 – Shingles, roof and gutter replacement at G.L. Wiley – TIPS Contract # 24060401, Roofing.

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 request over \$50,000, as presented.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: S. Smith

RE: TexPool Resolution Amending Authorized Representatives

=====

Background Information:

The District utilizes TexPool as our primary investment entity for all incoming Texas Education Agency and Debt Service deposits. Debt Service payments have historically been wired from this account to the appropriate banks.

Currently there are only two authorized individuals on our TexPool accounts to make payment transactions. These individuals are Sheryl Davis and Sherry Smith. Wire payments require signatures from two authorized individuals on the account. The attached resolution is required to be signed by the Board President and Board Secretary so that Clara Eppel can be added as an authorized individual on this account. We are also requesting that our Senior Accountant, Daniel Garza, be granted inquiry rights. This form, once signed, will replace the existing resolution thereby removing Ms. Davis from the account. Clara Eppel was previously appointed as a Waco ISD investment officer by the Board on February 23, 2023.

Fiscal Implications:

None.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the attached TexPool resolution, as presented.



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

Waco Independent School District 77957
 Participant Name* Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Sherry Smith Acting Chief Financial Officer
 Name Title

2547559452 2547559688 sherry.smith@wacoisd.org
 Phone Fax Email

Signature

2. Clara Eppel Director of Accounting
 Name Title

2547559473 2547559688 clara.eppel@wacoisd.org
 Phone Fax Email

Signature

3. _____ _____
 Name Title

_____ _____ _____
 Phone Fax Email

 Signature

1. Resolution (continued)

4.

Name				Title			
Phone		Fax		Email			
Signature							

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Sherry Smith

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Daniel Garza Senior Accountant

Name

Title

2 5 4 7 5 5 9 4 7 3 2 5 4 7 5 5 9 6 8 8 daniel.garza@wacoisd.org

Phone

Fax

Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 26 day of February, 2026.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Waco Independent School District

Name of Participant*

SIGNED

Signature*

Signature*

Jose Vidaña

Printed Name*

Board President, District 3

Title*

ATTEST

Signature*

Signature*

Jim Patton

Printed Name*

Board Secretary, District 5

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsyste.ms.com

Fax: 866-839-3291

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Dr. Deena Cornblum

RE: Professional Development Waiver

=====

Background Information

Districts that provide operational and instructional minutes may apply for a Staff Development Minutes Waiver that allows for a maximum of 2,100 total waiver minutes to use for professional development. Districts may choose to offer early release, late start, all day staff development, or a combination. The minutes must be used for staff development in place of student instruction and only during the school year. Additionally, districts are required to provide students 75,600 minutes of instruction each year.

The Waco ISD instructional calendar for 2023-2024 reflects the following dates for staff development:

Dates	Type	Minutes
September 15, 2025	Full-day	465
October 20, 2025	Full-day	465
February 9, 2026	Full-day	465
		Total Minutes: 1,395

The Board is being asked to approve 1,395 minutes for staff development to take the place of student instruction.

Fiscal Implications

None

Administrative Recommendation(s):

Approve the submission of a Staff Development Minutes Waiver request, granting the Superintendent the authority to approve and submit waiver documents to the Texas Education Agency.

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: February 26, 2026

Contact Person: Elizabeth Cox

RE: Certification of Unopposed Candidates and Orders of Cancellation for May 2, 2026 Trustee Elections

Certificación de Candidatos Sin Oposición y órdenes de Cancelación Para las Elecciones de Fideicomisarios del 2 de Mayo de 2026

Background Information:

In January the Board set a trustee general election for Single Member District 3 and At Large Place 7 and a special election to fill the unexpired term in Single Member District 2 on Saturday, May 2, 2026.

The filing period started on Jan. 14 and ended at 5 p.m. on Feb. 13. Write-in candidates had the opportunity to submit a declaration of candidacy through 5 p.m. on Feb. 17. Only a single candidate filed for each of the places included in the election. State law allows entities without contested elections to avoid election costs by certifying the candidates as unopposed and cancel the election.

In order to take those actions, three documents require Board approval:

- The Certification of Unopposed Candidates states that Arash Abnoussi representing District 2, Jose Vidaña representing District 3, and Angelo Ochoa representing At-Large, Place 7 are unopposed.
- Two Orders of Cancellation, one for the general election and one for the special election, state that the unopposed candidates are elected to office according to the Texas Election Code. These documents will be posted at polling places on Saturday, May 2, 2026.

Fiscal Implications:

Save contracted election services costs being spent in out of the 2025-2026 budget.

Administration Recommendations:

Certify the unopposed candidates and approve the Orders of Cancellation, as presented.

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body

Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the general and special elections scheduled to be held on Saturday, May 2, 2026.

Como autoridad responsable de preparar la boleta oficial, por la presente certifico que los siguientes candidatos no tienen oposición para la elección a cargos para las elecciones generales y especiales programadas para el sábado 2 de mayo de 2026.

List offices and names of candidates:

Lista de cargos y nombres de los candidatos:

Single Member District 2 Arash Abnoussi

Single Member District 3 Jose Vidaña

At Large, Place 7 Angelo Ochoa



Elizabeth Cox, Waco ISD Chief of Staff

February 23, 2026

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Waco Independent School District hereby cancels the general election scheduled to be held on Saturday, May 2, 2026 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Distrito Escolar Independiente de Waco por la presente cancela la elección que, de lo contrario, se hubiera celebrado el sábado, 2 de mayo de 2026 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (*Candidato*) Office Sought (*Cargo al que presenta candidatura*)

Jose Vidaña Single Member District 3

Angelo Ochoa At Large, Place 7

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

President (*Presidente*)

Secretary (*Secretario*)

(seal) (*sello*)

Date of adoption (*Fecha de adopción*)

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The Waco Independent School District hereby cancels the special election scheduled to be held on Saturday, May 2, 2026 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Distrito Escolar Independiente de Waco por la presente cancela la elección especial programada para el, de lo contrario, se hubiera celebrado el sábado, 2 de mayo de 2026 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (*Candidato*) Office Sought (*Cargo al que presenta candidatura*)

Arash Abnoussi Single Member District 2

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

President (*Presidente*)

Secretary (*Secretario*)

(seal) (*sello*)

Date of adoption (*Fecha de adopción*)

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: February 26, 2026

Contact Person: Dr. Tiffany Spicer

RE: Memorandum of Understanding Between the Waco ISD and Waco Family Medicine for the Bernard and Audre Rapoport Vision Center

=====

Background Information:

Waco ISD and Waco Family Medicine, a Federally Qualified Health Center, have maintained a longstanding and successful partnership providing essential health services to students and families across the District, significantly improving access to care in underserved areas of our community. Following the Board's approval of a Memorandum of Understanding (MOU) in August 2025 with Transformation Waco to transition operation of the Bernard and Audre Rapoport Vision Center to the District, this next-step MOU is submitted for Board approval to formalize continued collaboration among the District and its partners to support the Vision Center's transition to long-term sustainability within the community at Waco Family Medicine.

Over Winter Break, the District facilitated the transfer of Vision Center equipment to Waco Family Medicine, allowing the Vision Center to become part of Waco Family Medicine's comprehensive healthcare services for the broader Waco community. This integration strengthens access to high-quality vision care for Waco ISD students and families. The District will maintain existing budgeted expenditures to provide transportation for students scheduled for appointments at the Vision Center's new location within Waco Family Medicine's Tom Oliver Branch at 1800 Gurley Lane in Waco.

Additionally, through this MOU, Waco ISD will compensate Waco Family Medicine for actual, unreimbursed costs of services provided to Waco ISD students between January 1, 2026, and May 31, 2026, aligned with Waco Family Medicine bringing on two employees previously funded by Transformation Waco. The total District commitment during this period will not exceed \$45,000. The District will also continue to collaborate to ensure effective student referrals, parent communication, scheduling coordination, and appropriate supervision so that students can successfully access needed vision services.

Fiscal Implications:

In addition to previously budgeted transportation costs, the District will commit up to \$45,000 through May 31, 2026, to support Waco Family Medicine in operating the Vision Center during its transition period, including assistance with start-up operations and unreimbursed health services provided to Waco ISD students.

Administration Recommendations:

The Administration recommends that the Board of Trustees approve the memorandum of understanding between Waco ISD and Waco Family Medicine, as presented.

MEMORANDUM OF AGREEMENT
BETWEEN
**HEART OF TEXAS COMMUNITY HEALTH CENTER, DBA WACO
FAMILY MEDICINE**
&
WACO INDEPENDENT SCHOOL DISTRICT

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Heart of Texas Community Health Center, dba Waco Family Medicine ("WFM") desires to provide vision services to children enrolled in the Waco Independent School District ("WISD"); and

WHEREAS, the WISD desires that the WFM furnish said healthcare services to children enrolled in WISD schools;

NOW, THEREFORE, the parties mutually agree to enter into this Agreement upon the following terms and conditions:

1. **TERM AND TERMINATION**: The initial term of this Agreement will be from **January 1, 2026, to May 31, 2026** based on WFM establishing operations and employment of two staff members. After the initial term, this Agreement may only be renewed by written agreement of the parties. Either party may terminate this Agreement with ninety (90) days' written notice to the other party, and the parties may mutually agree in writing to terminate the Agreement at any time.

2. **SCOPE OF WORK AND SERVICES**: WFM intends to assume operation of the Bernard and Audre Rapoport Vision Center ("Vision Center"), previously operated by Transformation Waco, to provide vision services to students enrolled in WISD schools. WFM will offer services included in WFM's health center "scope of project" as approved by the Health Resources and Services Administration (HRSA). Services under this MOU are healthcare services and do not replace any services required to be provided by WISD under IDEA/Section 504 or any other law or rule. WISD retains the obligation to provide IDEA/Section 504 services and other educational services.

3. **COMPENSATION**: WISD will provide compensation to WFM to offset the cost of services rendered to WISD students that are not otherwise compensated by another third-party payer (e.g., Medicaid, private insurance). WISD will only compensate WFM for the actual cost of services, supplies and equipment related to services rendered to WISD students. WISD will not compensate WFM for any costs related to services rendered to any patient who is not a WISD student. WISD will

only compensate WFM for costs incurred between January 1, 2026, in line with WFM bringing on two employees previously paid by Transformation Waco, and May 31, 2026. In no case shall the total amount of compensation provided by WISD exceed \$45,000.

4. IN-KIND SUPPORT: WISD will provide in-kind support as described in Section 5 to ensure that WFM has the capacity to properly operate the Vision Center. Should WISD be unable at any time to provide the necessary in-kind support, WFM may at its discretion terminate this Agreement.

5. RESPONSIBILITIES OF WISD: WISD will reasonably assist with the following items to ensure that the services can be successfully delivered:

5.1 WISD will reasonably assist and collaborate with WFM to ensure that students in need of vision services are identified and referred for services;

5.2 WISD will reasonably assist WFM in distributing required registration and consent paperwork to the parents/guardians of students referred for vision services;

5.3 WISD will reasonably assist and collaborate with WFM to facilitate the scheduling of students for services;

5.4 WISD will provide support in the form of a vehicle appropriate for transporting students to the WFM clinic housing the Vision Center;

5.5 WISD will reasonably assist and collaborate with Transformation Waco to ensure that students are safely transported to the Vision Center and adequately supervised during their scheduled visit;

5.6 WISD will reasonably assist WFM with instructions for properly submitting invoices for payment for services as described in Section 3 above.

6. RESPONSIBILITIES OF WFM: WFM is responsible for the following items to ensure that the services can be successfully delivered:

6.1 WFM shall employ the current Vision Center staff and/or other staff qualified to provide vision services;

6.2 WFM shall assume ownership, operation and maintenance of Vision Center equipment and supplies;

6.3 WFM shall provide all required registration and consent forms and assist WISD in distributing such forms to the parents/guardians of referred students;

6.4 WFM shall collaborate with WISD and Transformation Waco to schedule students and provide appropriate space at the Vision Center for students to be supervised;

6.5 WFM shall make good faith efforts to bill Medicaid for services rendered to Medicaid-covered students in order to limit the amount of compensation required from WISD to defray uncompensated costs;

6.6 WFM shall facilitate access to WFM's full scope of services for students served by the Vision Center as appropriate.

7. RECORDS AND MEDICAL INFORMATION: Any health records produced by WFM in the provision of services shall belong to WFM and shall be protected from disclosure

by HIPAA privacy rules.

8. CONSENT AND RELEASE: WFM shall not furnish vision services to any student without fully completed registration paperwork and consent to treat signed by the student's parent/guardian.

WFM shall be responsible for securing completed registration paperwork and consent to treat from parents/guardians. WFM and WISD shall also request that parents/guardians sign a release of information allowing WFM to communicate with WISD staff regarding the child's healthcare as needed to support the child at school.

9. CONFIDENTIALITY AND DATA SHARING: WFM shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose student information. WISD shall maintain strict confidentiality of all information, data or records related to patients and shall not disclose information. WISD recognizes that completion of a HIPAA-compliant Data Sharing Agreement is required if WISD is utilizing protected health data for any purpose.

Each party will notify the other of any privacy or security incident involving the other's data without unreasonable delay and no later than five [5] business days after discovery and will cooperate to mitigate and cure the impact of such a breach. Either party may immediately terminate this Agreement upon written notice if the other party experiences a material safety or privacy breach or loses any required license or insurance necessary to perform its obligations.

Notwithstanding anything to the contrary in the Agreement, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and 164, subparts A and E (the "Privacy Standards"), the Security Standards, 45 C.F.R. Part 160, 162 and 164 (the "Security Standards"), promulgated under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act ("HITECH"), and any other federal, state or local law which governs patient information, when applicable, shall control over the terms of this Agreement with regard to WFM's or WISD's use or sharing of data. WFM shall determine how the Privacy Standards and other applicable laws shall be interpreted and implemented by WFM and WISD.

10. ASSIGNMENT: This Agreement cannot be assigned or subcontracted without the written and dated agreement of both parties.

11. FORCE MAJEURE. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of force majeure, including without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion,

sabotage, or other circumstances for which it is not responsible or which is not within its control.

12. EXHIBITS. All exhibits described in this agreement are attached hereto and incorporated herein by reference for all purposes.

13. VENUE; CHOICE OF LAW. The obligations and undertakings of each of the parties to this Agreement shall be performable in McLennan County, Texas. This agreement is governed by the laws of the State of Texas.

14. SEVERABILITY; ARTICLE AND SECTION HEADINGS. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

15. NOTICE. Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery to the office designated below or by certified mail, return receipt requested.

WISD: Attn: Superintendent and Chief of Staff
501 Franklin Avenue
Waco, Texas 76701-2111

Waco Family Medicine: Attn: Chief Operating Officer
1600 Providence Drive
Waco, TX 76707

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and all negotiations and understandings between the parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

17. INDEPENDENT CONTRACTORS. Each party shall carry out the terms and conditions of this Agreement as an Independent Contractor and not as an agent, servant, or employee of the other party. Employees of one party shall not receive employee benefits from the other party. For all purposes herein, each party is and shall be deemed to be an Independent Contractor of the other party, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties.

18. DISCRIMINATION. No one will, on the grounds of race, creed, color,

national origin, disability, age, or gender be subject to discrimination in the performance of this Agreement.

19. RELEASE AND LIMITATION OF LIABILITY. To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this Agreement.

20. DATE OF EXECUTION AND SIGNATURE. This Agreement is executed in multiple counterparts, each of which constitutes an original, on the date and by the parties stated herein below:

WACO INDEPENDENT SCHOOL DISTRICT

**HEART OF TEXAS COMMUNITY
HEALTHCENTER, DBA WACO
FAMILY MEDICINE**

By: _____

By:  _____

Title/Position: _____

Title/Position: Chief Operating Officer _____

Date: _____

Date: 02/17/2026 _____

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: February 26, 2026

Contact Person: Dr. Tiffany Spicer

RE: Senate Bill 11

=====

Background Information:

The 89th Texas Legislature passed Senate Bill 11, which requires that each school board in Texas take a record vote within six months of the effective date of the act, on whether to adopt a resolution regarding a period of prayer and reading of religious text during the school day in accordance with Texas Education Code § 25.0823.

If a school board decides to adopt such a resolution, the period of prayer and religious reading must follow the provisions set out in Section 25.083, which includes the following restrictions:

- The District policy must prohibit a student or employee of the District from participating in a daily prayer period unless the employee or a student’s parents submits a signed consent form acknowledging participation is by choice, the participant has no objection, and the participant expressly waives her/his right to bring a legal claim under state or federal law, including a claim on a violation of the Establishment Clause of the First Amendment to the United States Constitution;
- The District policy must ensure the prayer and religious reading is not provided in the physical presence of or within the hearing of a person for whom a signed consent was not submitted;
- The District policy must specify that a daily prayer period may not be a substitute for instructional time; and the prayer and religious reading may only be observed in areas where consenting parties are separated from non-consenting parties; before the school day; or by methods recommended by the Texas Attorney General or the district’s legal counsel.

Many families within Waco ISD value prayer and faith as important aspects of their lives. It is important to clarify that students already have the right to pray and read religious texts at school. These rights have long been protected under federal and state law.

Students may pray individually or in groups, read the Bible or other religious texts, participate in faith-based student organizations, and practice their faith, provided participation is voluntary and non-disruptive. These protections remain in place regardless of whether the proposed resolution is adopted.

Established legal precedent draws a clear distinction: students are free to express their faith, but public schools, as governmental entities, may not organize, sponsor, or coerce religious activity. This balance protects religious liberty while ensuring that religious expression remains voluntary.

Senate Bill 11 is not necessary to protect student religious freedom, which is already safeguarded in Waco ISD. The bill may also introduce additional legal and operational considerations, including waiver requirements and participation structures that could create unintended pressure on students.

For these reasons, the administration recommends that the Board decline to adopt the Senate Bill 11 resolution and continue supporting religious freedom within the existing legal framework.

Fiscal Implications:

N/A

Administration Recommendations:

The Administration recommends that the Board of Trustees move to decline to adopt a resolution regarding a period of prayer and the reading of religious texts during the school day pursuant to Senate Bill 11.

WACO INDEPENDENT SCHOOL DISTRICT
Board Meeting Minutes

Regular Meeting, Thursday, January 22, 2026- 6:00pm
WISD Administration Offices Board Room

BOARD MEMBERS PRESENT

Jose Vidana
Jeremy Davis
Jim Patton
Keith Guillory
Angelo Ochoa
Taylor Bledsoe
Arash Abnoussi

BOARD MEMBERS ABSENT

CALL TO ORDER

Jose Vidana, Board President, called the meeting of the Waco Independent School District Board of Trustees to order at 6:00 p.m. He 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

No public comments

MOMENT OF SILENCE AND PLEDGE OF ALLEGEIANCE

SPECIAL RECOGNITIONS

Pledge Leaders

J.H. Hines Elementary students, Kylie Rogers and JaClara White, led the Pledge of Allegiance.

Community Partner Award

Waco High Alumni Historical Committee was honored with the Community Partner Award for their service and commitment to Waco ISD.

School Board Recognition Month

Waco ISD School Board members were honored for their work and common goal of consistently focusing on the success of Waco ISD's students, staff and district.

NSPRA Superintendents to Watch

Dr. Tiffany Spicer, was recognized as one of 30 nationwide recipients for the 2025-2026 "Superintendents To Watch" award from the National School Public Relations Association.

SUPERINTENDENT'S REPORT

Introduction of the Acting Chief Financial Officer

Dr. Spicer introduced Sherry Smith as Acting Chief Financial Officer. Ms. Smith has 20 years of service with Waco ISD and 36 years of experience in school district finance. She is a CPA and holds the Registered Texas School Business Administrator (RTSBA) certification. Under her leadership, the Waco ISD Purchasing Department has received the TASBO Purchasing Award of Merit annually since 2009.

Introduction of the New Athletic Director

Dr. Spicer introduced Mr. Lanny Williams as the new Director of Athletics for Waco ISD. Mr. Williams brings 26 years of experience in educational and athletic leadership. Dr. Spicer shared that Mr. Williams' focus on academic excellence, student-athlete well-being, and a unified athletic program aligns with the district's mission.

Waco High School Dedication - February 6, 2026

Dr. Spicer invited the community to the Waco High School Dedication on February 6 at 11:00 a.m. The event will celebrate the school's history and the opening of its new state-of-the-art campus.

PUBLIC HEARING REGARDING THE 2024-2025 TEXAS ACADEMIC PERFORMANCE REPORT (TAPR)

President Jose Vidana opened the Public Hearing at 6:29 p.m. Jessica Steele, Director of Accountability and Data Analysis, provided the board with an update on the 2024-2025 Texas Academic Report (TAPR). This report details student performance, staff, programs and demographics. There were no comments or input from the public. The public meeting closed at 6:51 p.m.

INFORMATION ITEMS/REPORTS

- Monthly Financial Reports for the Period Ended December 13, 2025

CONSENT AGENDA: CONSIDER AND TAKE APPROPRIATE ACTION

- Set Trustee General Election for District 3 and At-Large Place 7 and a Trustee Special Election for District 2 for Saturday, May 2, 2026 and Approve the Order of Election

El sábado, 2 de mayo de 2026, se llevarán acabo las convocatorias de Elecciones Generales para el consejo Directivo del Distrito 3 y el puesto general número 7. También habrá una elección especial para el cargo del consejo del Distrito 2, y se aprobará la orden de elección.

- Bid Award for Maintenance Supplies, Equipment and Services
- Bid Award for Educational Consultants, Professional Development and Other Student-Based Contracted Services
- Bid Award for Local Retailers' General Merchandise
- Bid Award for Educational Software and Other School District Related Software
- Bid Award for Security Alarm Repair Services
- Bid Award for Kitchen Equipment Repair Services
- Purchases in Excess of \$50,000 Under Pre-Existing Bids, Purchasing Cooperatives or Allowed Professional Services

- Amendments to the 2025-2026 Budget
- First Reading of Board Policy Update 126
- Update to Board Policy ELA
- School District Teaching Permit for Selected Teacher Candidates to Teach a Non-Core Academic CTE Course
- Board of Trustees Meeting Minutes
 - December 19, 2025 - Regular Meeting

Board President, Jose Vidana, entertained a motion to approve the consent agenda as presented. Jim Patton made a motion seconded by Angelo Ochoa. The motion passed unanimously (7-0).

REVIEW AND DISCUSS THE 2024-2025 EXTERNAL AUDIT RESULTS AND TAKE APPROPRIATE ACTION REGARDING THE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED AUGUST 31, 2025.

The annual financial report for the fiscal year ended August 31, 2025 was presented by the District’s external auditor, John De Burro. The audit found no significant deficiencies in internal controls over financial reporting or compliance. Additionally, there were no compliance findings for any major program related to internal control over compliance.

CONSIDER, DISCUSS AND TAKE APPROPRIATE ACTION REGARDING THE 2026-2027 AND 2027-2028 INSTRUCTIONAL CALENDARS

Dr. Deena Cornblum, Assistant Superintendent for Teaching and Learning, presented the instructional calendars for the 2026-2027 and 2027-2028 school years for consideration and approval.

President Jose Vidana entertained a motion. Taylor Bledsoe made a motion, seconded by Jim Patton. The motion passed unanimously (7-0).

REVIEW, DISCUSS AND TAKE APPROPRIATE ACTION ON HR DELAYED-CERTIFICATION WAIVER

Dr. Carridine shared an update on House Bill 2, passed by the Texas Legislature in June 2025, which establishes new teacher certification requirements for core curriculum areas. Waco ISD’s current District of Innovation plan provides flexibility from Texas Education Code 21.003; however, under HB 2, certification restrictions will take effect in the 2026–2027 school year unless a delayed implementation plan is approved. The purpose of the delayed implementation plan is to allow additional time for the current Grow Our Own cohort to complete program requirements and to maintain limited hiring flexibility at the secondary level for the 2026–2027 school year.

President Jose Vidana entertained a motion. Keith Guillory made a motion, seconded by Jeremy Davis. The motion passed unanimously (7-0).

REVIEW AND DISCUSS THE 2021 BOND PROGRAM FINAL REPORT AND PRIORITY 4 - 4.3 QUALITY FACILITIES AND EFFICIENT OPERATIONS

Gloria Barrera presented information on the historic 2021 Bond Program approved by Waco ISD voters to replace aging facilities with new, state-of-the-art schools. The Board received a final report on construction projects, including G.W. Carver Middle School (April 2022–August

2023), Tennyson Middle School (December 2022–July 2024), Kendrick Elementary School (January 2023–May 2025), South Waco Elementary School (January 2023–August 2025), and Waco High School (May 2022–January 2026).

ANNOUNCEMENTS

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

- Filing underway now through February 13, 2026 for the May 2, 2026 election
- 1/29/26 - Middle School GT Programming Information Session
- 2/6/26 - Waco High School Dedication
- 2/6/26 & 2/9/26 - Student Holiday / Protected Planning and Professional Development Days for Staff
- 2/9/26 - Former ISMS School Site Community Stakeholder Engagement Meeting
- 2/26/26 - February Regular Board Meeting

REVIEW AND DISCUSS POTENTIAL CONTRACTS ON REAL PROPERTY

The board convened into closed session at 8:04 p.m.

The board reconvened at 8:56 p.m.

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

ADJOURNMENT

The meeting was adjourned at 8:56 p.m.

Board President

Board Secretary

WACO INDEPENDENT SCHOOL DISTRICT
Board Meeting Minutes

Special Meeting, Thursday, February 5, 2026- 6:15pm
WISD Administration Offices Board Room

BOARD MEMBERS PRESENT

Jose Vidana
Jeremy Davis
Jim Patton
Angelo Ochoa
Taylor Bledsoe
Arash Abnoussi

BOARD MEMBERS ABSENT

Keith Guillory

CALL TO ORDER

Jose Vidana, Board President, called the meeting of the Waco Independent School District Board of Trustees to order at 6:15 p.m. He 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

No public comments

REVIEW, DISCUSS AND TAKE APPROPRIATE ACTION REGARDING THE RESOLUTION FOR WAGE PAYMENTS DUE TO SEVERE WINTER WEATHER

Due to severe winter weather, Waco ISD closed all campuses and facilities January 26–28, 2026. Under Policy DEA (Local), the Board authorized continued pay for all regular employees during the closure and approved time-and-one-half pay for non-exempt staff required to work on-site.

President Jose Vidana entertained a motion. Jim Patton made a motion, seconded by Jeremy Davis regarding the resolution for wage payments due to severe winter weather. The motion passed unanimously (6-0).

APPROVE RESIGNATION OF TRUSTEE KEITH GUILLORY

The Board of Trustees discussed the resignation submitted by Trustee Keith Guillory. Board members expressed appreciation for his service and shared positive remarks recognizing his contributions and commitment during his time on the Board.

President Jose Vidana entertained a motion. Jeremy Davis made a motion, seconded by Jim Patton to approve the resignation of Trustee Keith Guillory. The motion passed unanimously (6-0).

REVIEW AND DISCUSS VACANCY OF DISTRICT AT-LARGE TRUSTEE

All Board members participated in a discussion regarding the process to fill the Board vacancy. Trustees shared their individual thoughts and considerations related to calling a special election versus making an appointment to serve the remainder of the unexpired term, including factors such as timelines, costs, and ensuring continued Board effectiveness.

SET TRUSTEE SPECIAL ELECTION FOR DISTRICT AT-LARGE FOR SATURDAY, MAY 2, 2026 AND APPROVE THE AMENDED ORDER OF ELECTION

SE CONVOCA A ELECCIONES ESPECIALES PARA ELEGIR A UN MIEMBRO DEL CONSEJO DIRECTIVO DEL DISTRITO, PARA EL SÁBADO, 2 DE MAYO DE 2026, Y SE APROBARÁ LA ORDEN DE ELECCIÓN MODIFICADA.

Trustee Angelo Ochoa moved to table consideration of the Special Election for District At-Large scheduled for Saturday, May 2, 2026, including the Amended Order of Election. The motion was seconded by Trustee Taylor Bledsoe and passed by a 4–2 vote. The results were as follows:

- Yes: Taylor Bledsoe, Arash Abnoussi, Secretary Jim Patton, and Angelo Ochoa
- No: Vice President Jeremy Davis and President Jose Vidana

The tabled item was not revisited prior to the adjournment of the meeting.

ADJOURNMENT

The meeting was adjourned at 6:49 p.m.

Board President

Board Secretary

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: February 26, 2026

Contact Person: Jill Anderson

RE: Review and Discuss Priority 3 - 3.2: Foster Strong Partnerships

=====

Background Information:

The Waco ISD Strategic Plan Priority 3.2 focuses on promoting strong partnerships with local organizations to support our students and staff. Strategic Objective 3.2 directs the district to increase industry internships and externships, strengthen partnerships to benefit programs and outcomes, and implement tiered sponsorship programs.

The attached presentation provides an update on district progress and includes the following areas of focus:

- Internship and externship participation data;
- Industry and higher education partnership data; and
- Tiered partnership baseline data and measures.

Fiscal Implications:

N/A

Administration Recommendations:

For discussion only



Waco ISD Strategic Plan Report

Priority 3.2 - Foster strong partnerships with organizations, business/industry, and higher education institutions.



WACO INDEPENDENT SCHOOL DISTRICT



Wisdom works wonders.



3.2.1 - Increase industry internships and externships.

Goal:

For 2026, reach
32 internships
and 30
externships

Baseline:

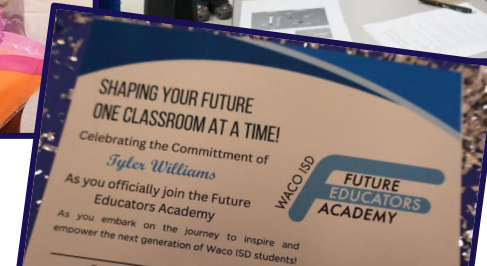
22 Internships
22 Externships





3.2.2 - Strengthen industry and higher education partnerships, including but not limited to GWAMA, GWACHA & PTECH, to benefit programs and student outcomes.

GOAL: Track industry and higher education partner engagement data.





3.2.3 - Implement tiered partnership/sponsorship program for events and adopt-a-school program.

Goal: Create a tiered partnership baseline data and measures.





3.2.3 - Implement tiered partnership/sponsorship program for events and adopt-a-school program.

2025-2026

Partners: 97

Funds Raised: \$288K

2024-2025

Partners: 216

Funds Raised: \$559K

2023-2024

Partners: 129

Funds Raised: \$589K

*These funds include grants from The Education Foundation

Amount is
to date.



WACO INDEPENDENT SCHOOL DISTRICT

Thank you!

Wisdom ¹⁹¹ works wonders.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Dr. Deena Cornblum

RE: Priority 1 -1.1 Implementing Systems to Support Campus Performance

=====

Background Information:

The Waco ISD Strategic Plan Priority 1 focuses on students and accelerating their learning growth. To support this priority, Strategic Objective 1.1 directs the district to develop and implement plans, systems, and processes to support improved campus ratings and demonstrate accelerated student growth.

Strategic Priority 1.1 overall focuses on the following areas:

- **iReady Assessments (Reading & Math):** This assessment is given the beginning-of-Year (BOY), Middle-of-Year (MOY), and End-of-Year (EOY) to help track student progress and both typical and stretch growth goals for students in grades K-8.
- **Taught Curriculum Assessments (TCAs) & Benchmarks:** Ongoing measures used to monitor student mastery of the taught curriculum and to calibrate instructional planning and support.
- **STAAR:** Spring state assessment results serve as baseline measures for monitoring progress toward 2026 goals, including increases in the percentage of students meeting grade-level standards.
- **Advanced Placement & Dual Credit Participation:** Data on enrollment and success rates demonstrate how students are accessing advanced coursework opportunities, aligned to college, career, and military readiness (CCMR) indicators.

The attached presentation provides an update on district progress focusing on middle of year data for iReady, Taught Curriculum Assessments, Reading benchmarks, and dual credit course completion. There are no current updates for STAAR or Advanced Placement test scores for the middle of the year.

Fiscal Implications:

N/A

Administrative Recommendation(s):

Report only



Priority 1 - 1.1 Implementing Systems to Support Campus Performance



25-26 Accountability Data
February 26, 2026



Assessment Types and Purposes

- **i-Ready Diagnostic:** An adaptive, computer-based assessment that identifies precise skill levels. The assessment is given BOY, MOY, and EOY and used to set growth goals, group students for intervention, and monitor progress over time.
- **Taught Curriculum Assessments (TCAs):** Standards-aligned assessments that measure how well students learned the taught curriculum. The results are reported at STAAR performance levels (Approaches, Meets, Masters +5%) and used to evaluate instruction and plan targeted reteach, tutoring, and next steps.
- **Benchmarks (STAAR-aligned):** Currently midyear assessments based on released STAAR items and current TEA cut points for Approaches, Meets and Masters. Benchmarks are used to measure progress toward STAAR, predict performance, and guide targeted instruction, intervention, and STAAR preparation.

iREADY

District RLA and Math Data

2026 MOY EXPECTED RESULTS:

- By MOY 30% of students on grade level or above will achieve typical growth.
- BY MOY 20% of students one or more years below grade level will achieve stretch growth.

iREADY PROGRESS

30% of students on grade level or above will achieve typical growth.

20% of students one or more years below grade level will achieve stretch growth

READING

33%

13%

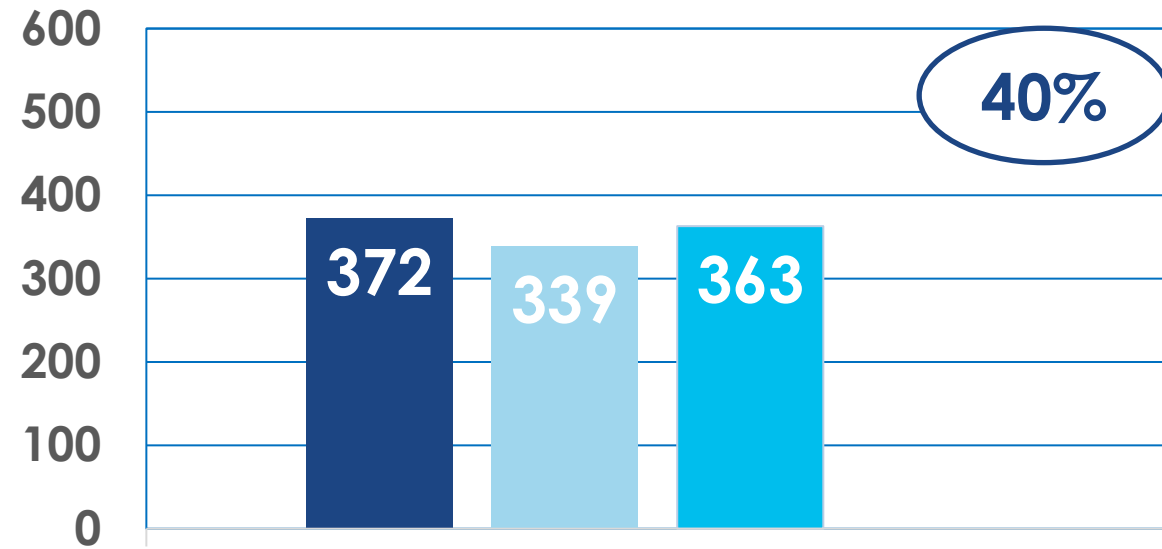
MATH

20%

9%

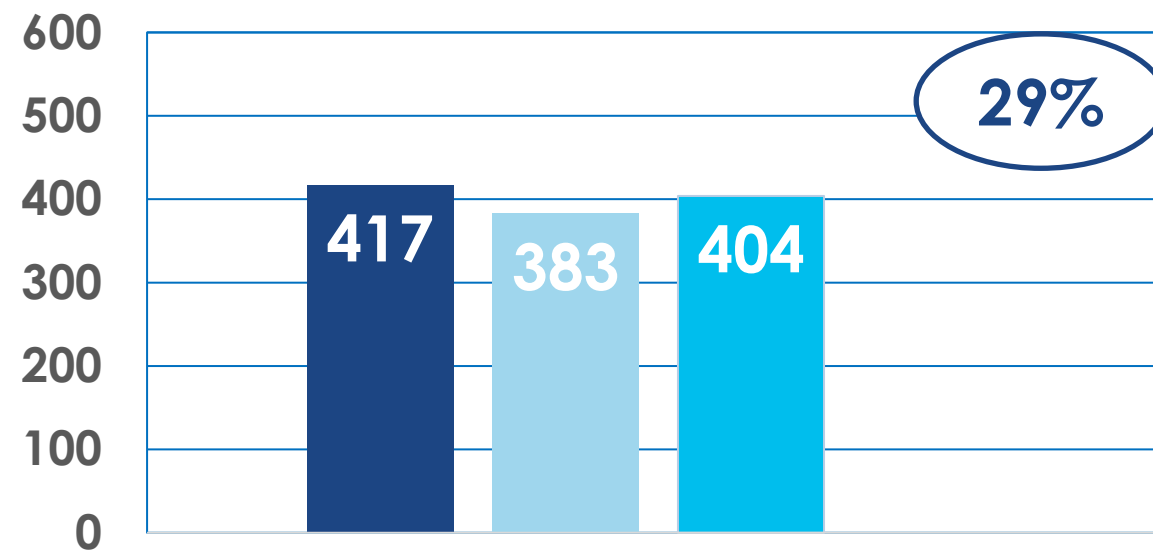
iREADY RLA - ELEMENTARY

KINDERGARTEN



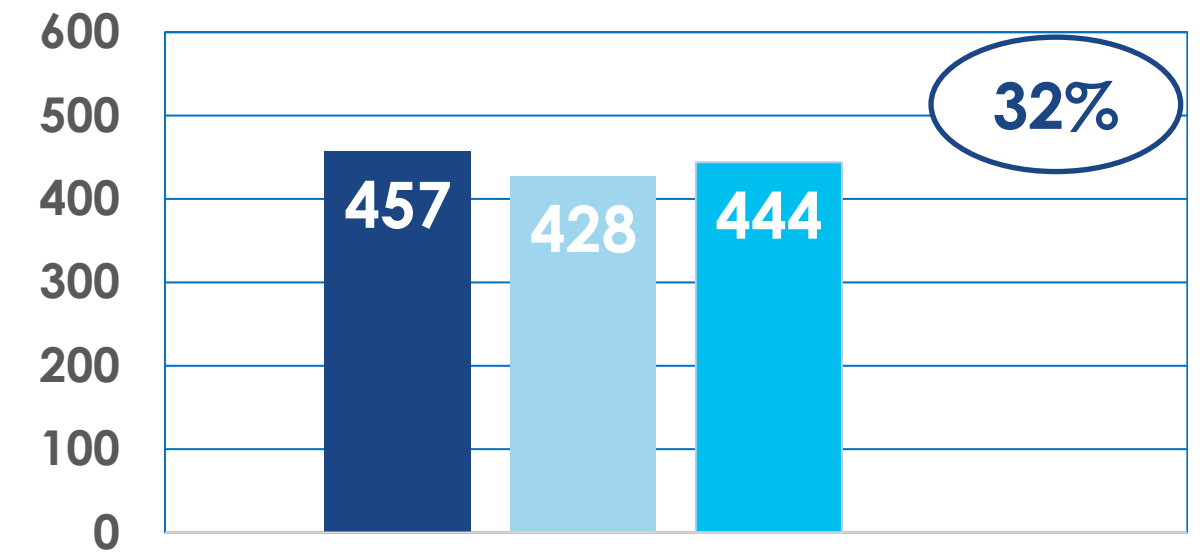
	EMERGING K	GRADE K
GRADE K	100 - 361	362 - 395 396 - 423 424 - 479

1ST GRADE



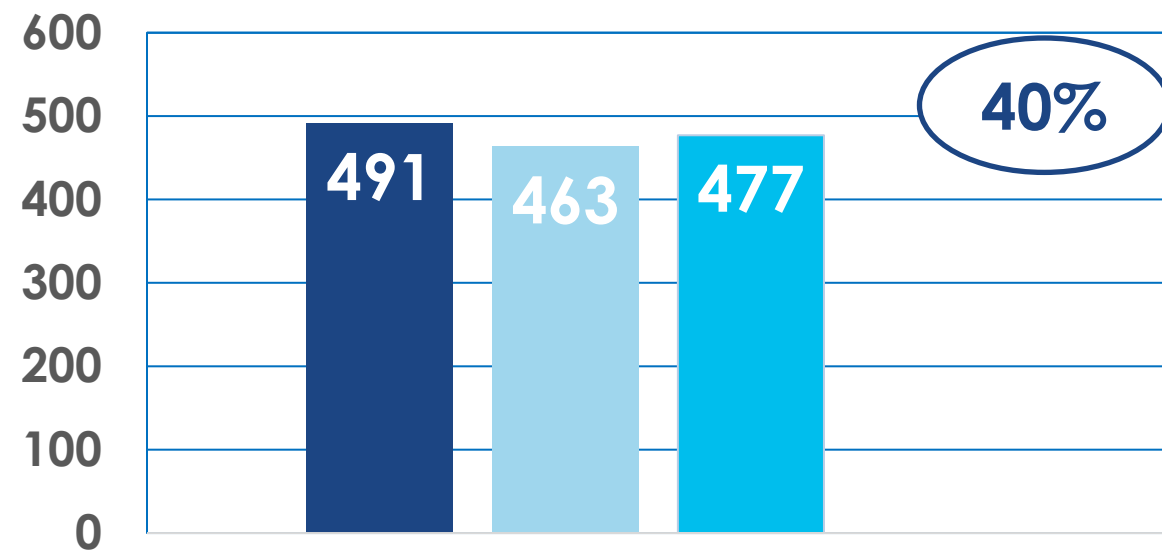
	GRADE K	GRADE 1
GRADE 1	347 - 433	434 - 457 458 - 479 480 - 536

2ND GRADE



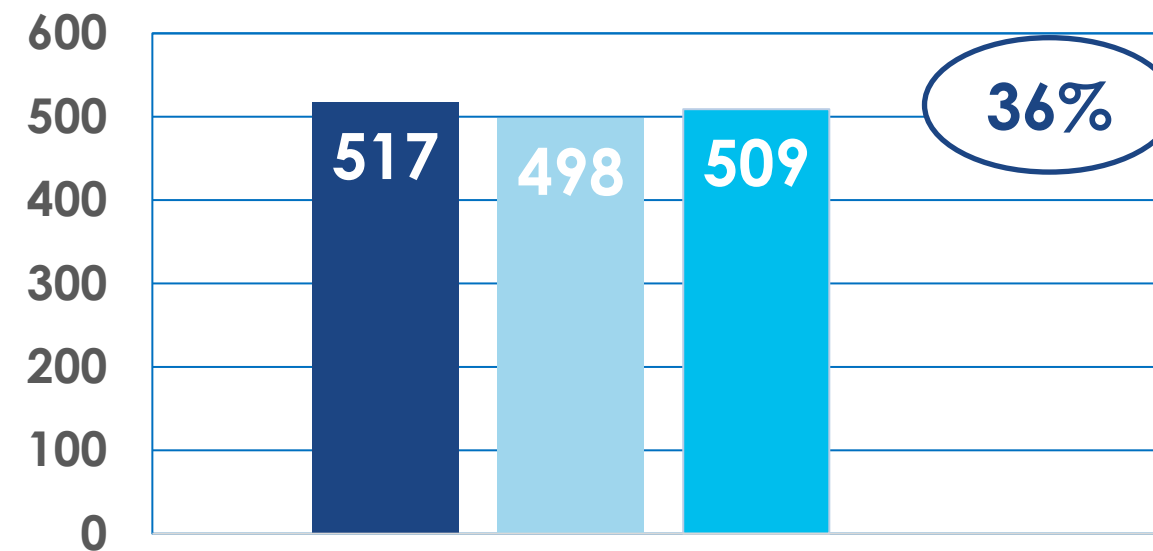
	GRADE 1	GRADE 2
GRADE 2	419 - 488	489 - 512 513 - 536 537 - 560

3RD GRADE



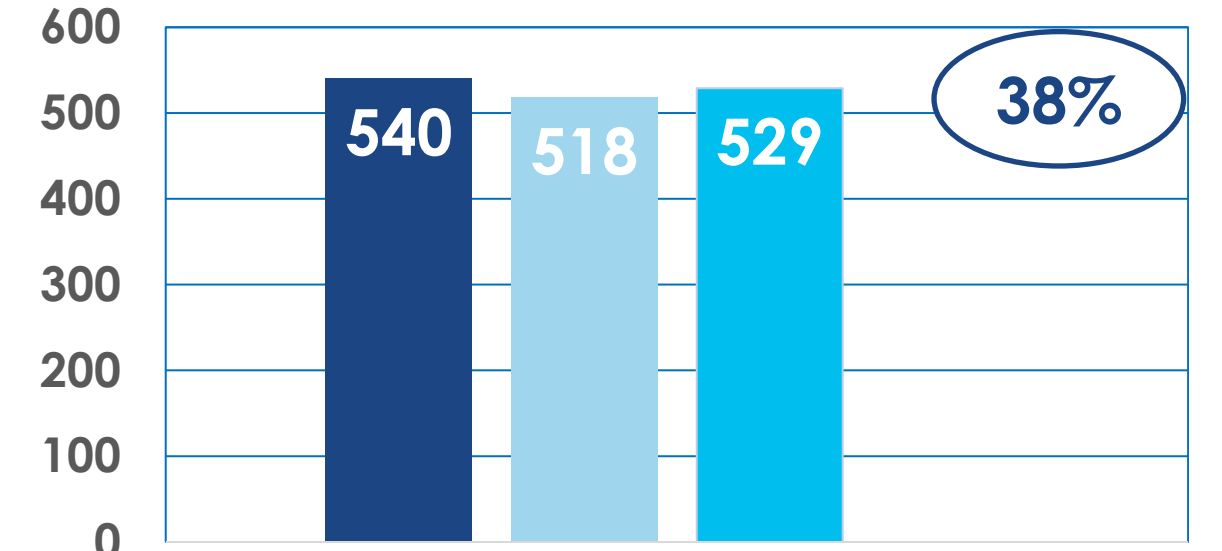
	GRADE 1	GRADE 2	GRADE 3
GRADE 3	419 - 473	474 - 510	511 - 544 545 - 560 561 - 602

4TH GRADE



	GRADE 3	GRADE 4
GRADE 4	496 - 556	557 - 578 579 - 602 603 - 629

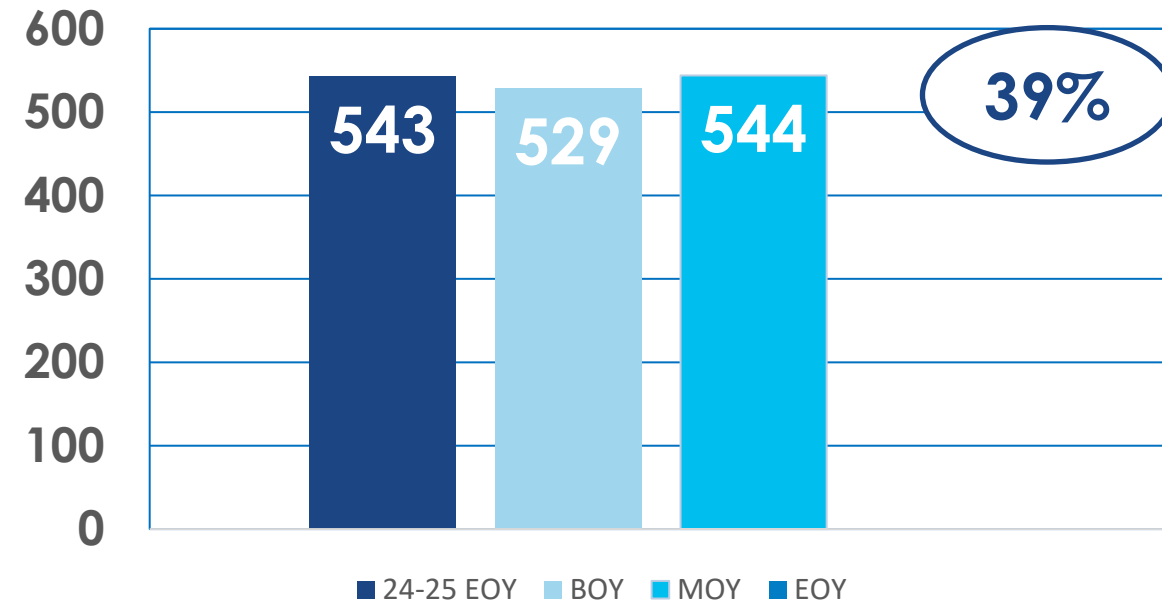
5TH GRADE



	GRADE 3	GRADE 4	GRADE 5
GRADE 5	496 - 541	542 - 580	581 - 608 609 - 629 630 - 640

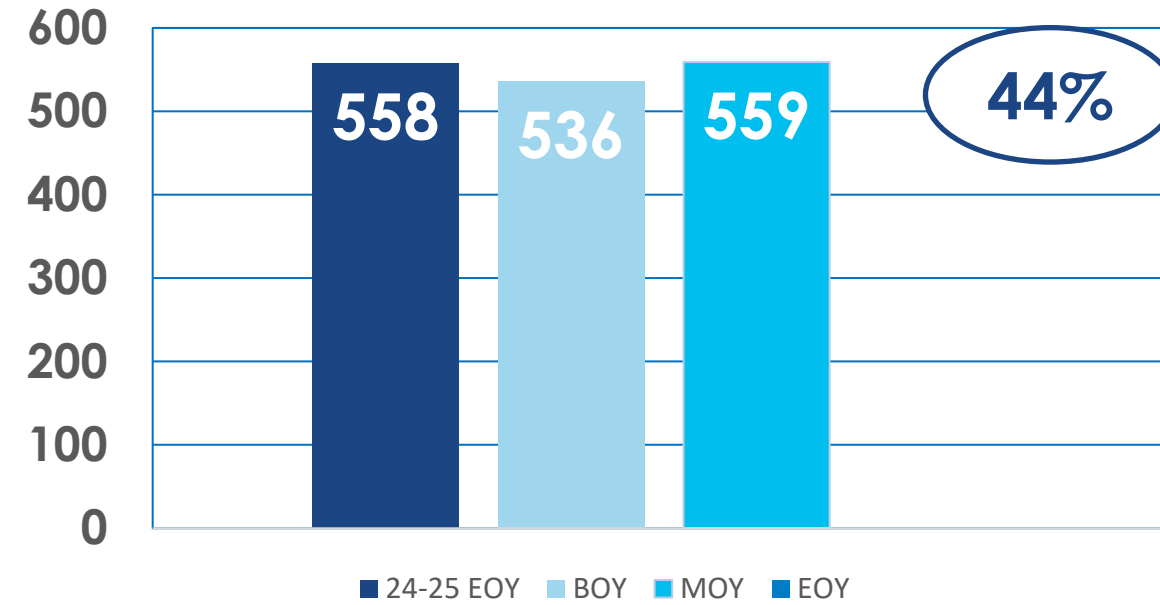
iREADY RLA – MIDDLE SCHOOL

6TH GRADE



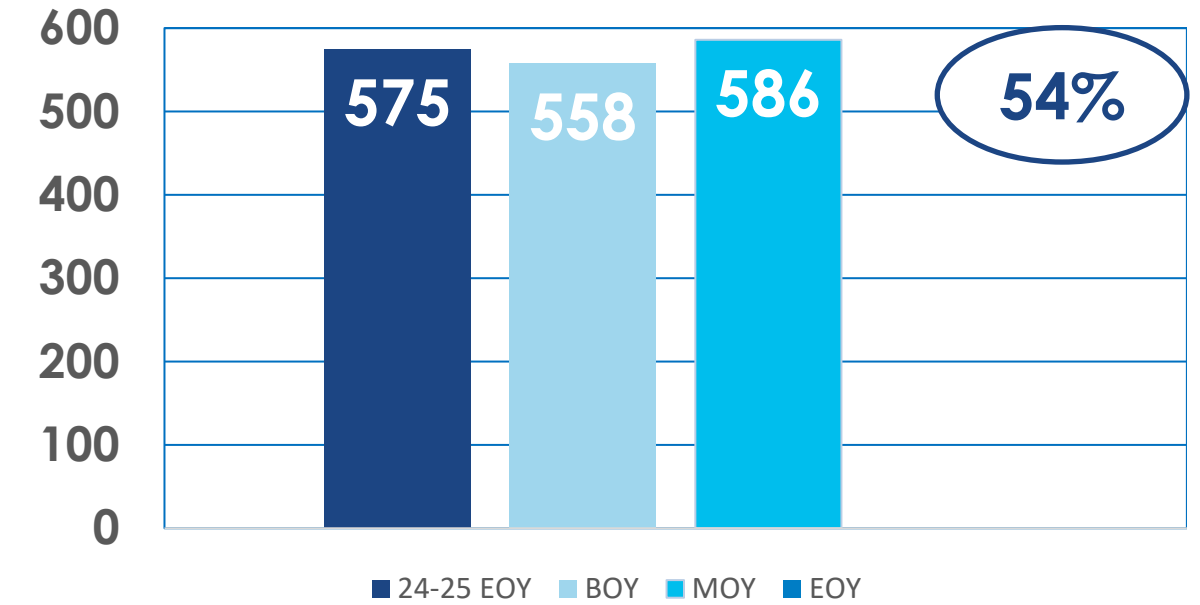
	GRADE 3	GRADE 4	GRADE 5	GRADE 6
GRADE 6	496 - 541	542 - 565	566 - 597	598 - 615
				616 - 640
				641 - 653

7TH GRADE



	GRADE 3	GRADE 4	GRADE 5	GRADE 6	GRADE 7
GRADE 7	496 - 541	542 - 565	566 - 582	583 - 608	609 - 631
					632 - 653
					654 - 669

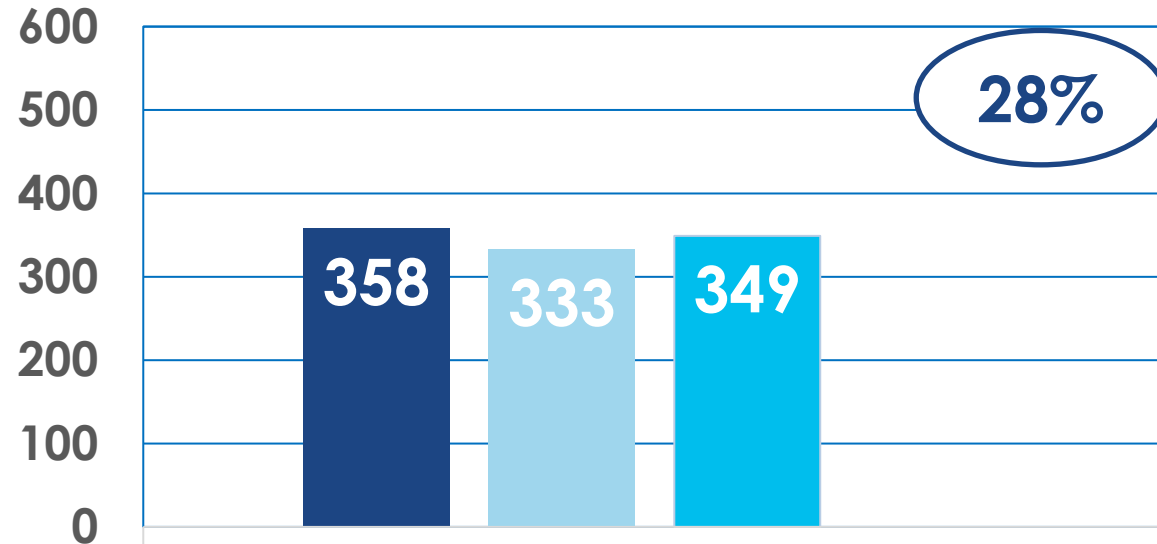
8TH GRADE



	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8
GRADE 8	542 - 565	566 - 582	583 - 593	594 - 604	620 - 660
					661 - 684
					685 - 703

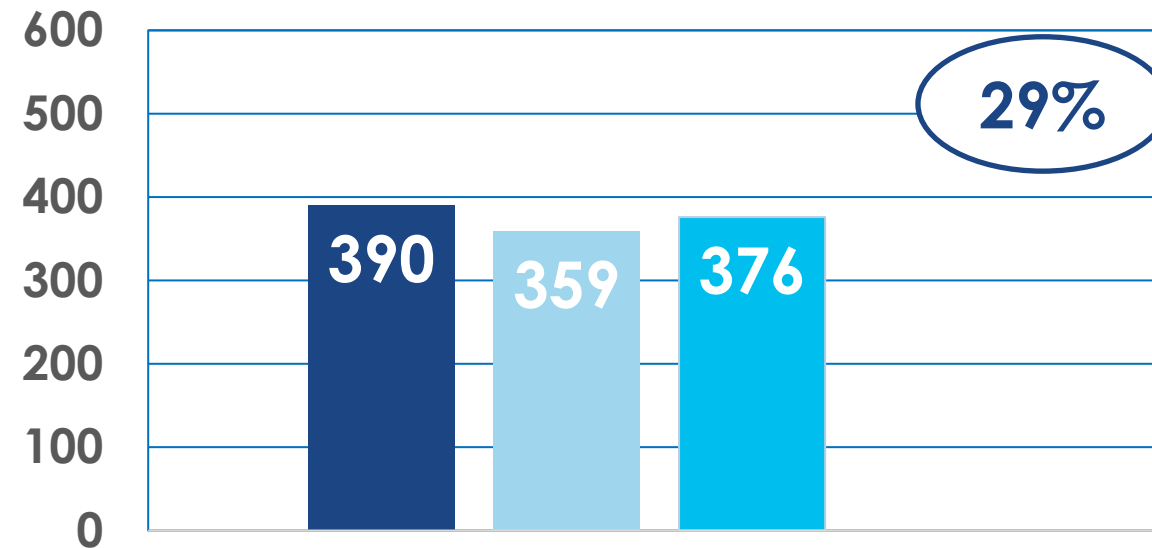
iREADY MATH - ELEMENTARY

KINDERGARTEN



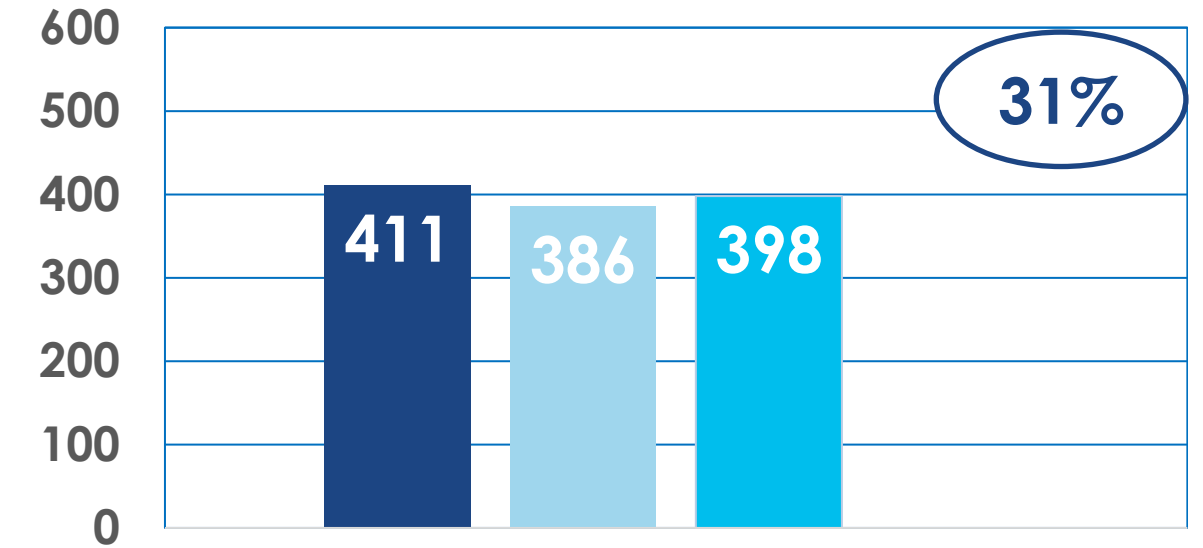
	EMERGING K	GRADE K
GRADE K	100 - 361	362 - 372 373 - 411 412 - 448

1ST GRADE



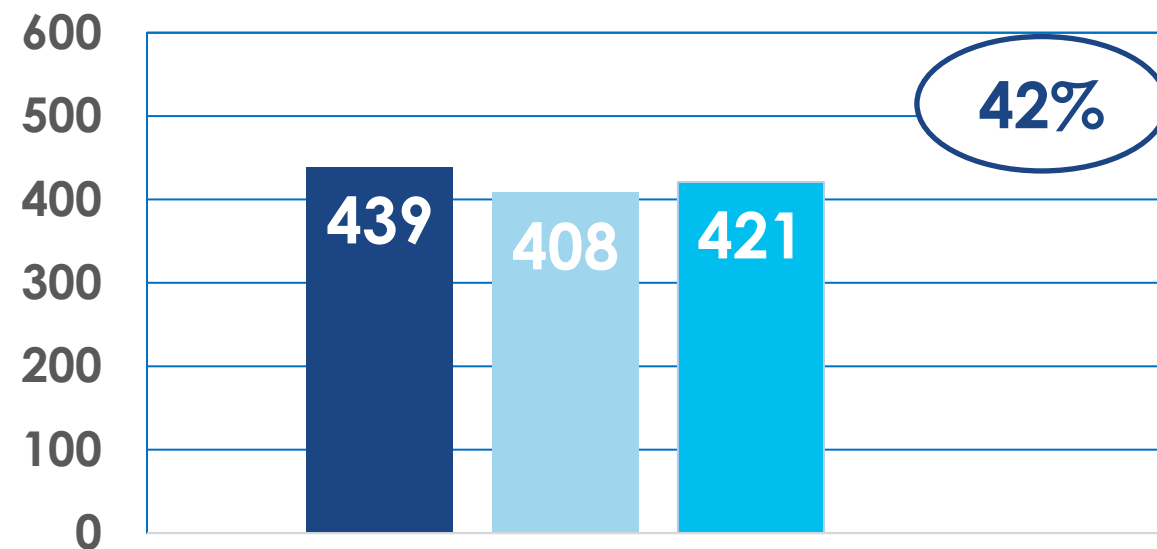
	GRADE K	GRADE 1
GRADE 1	347 - 401	402 - 412 413 - 448 449 - 472

2ND GRADE



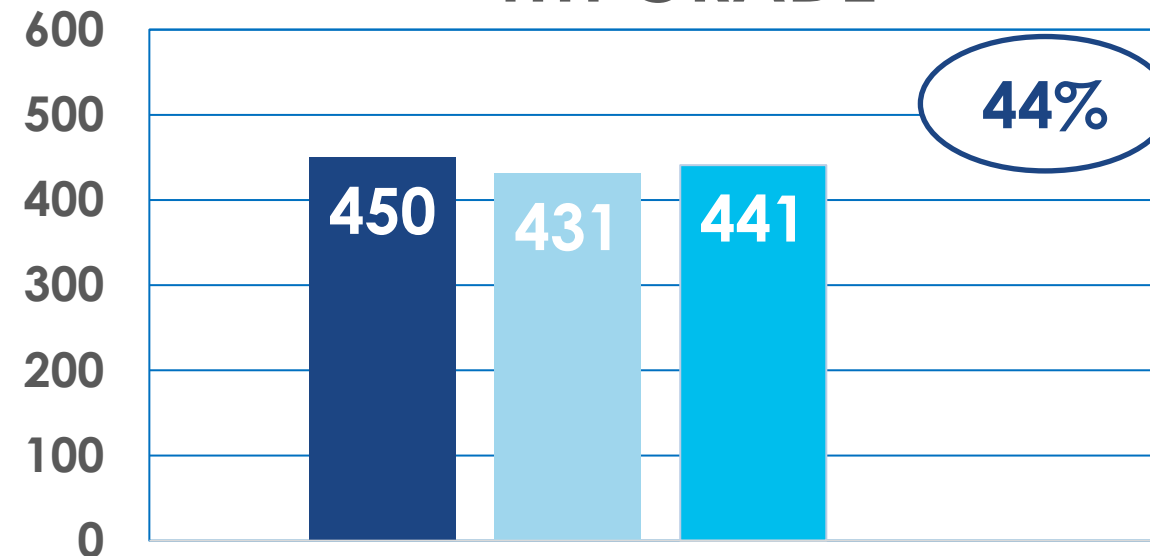
	GRADE K	GRADE 1	GRADE 2
GRADE 2	100 - 386	387 - 427	428 - 440 441 - 472 473 - 498

3RD GRADE



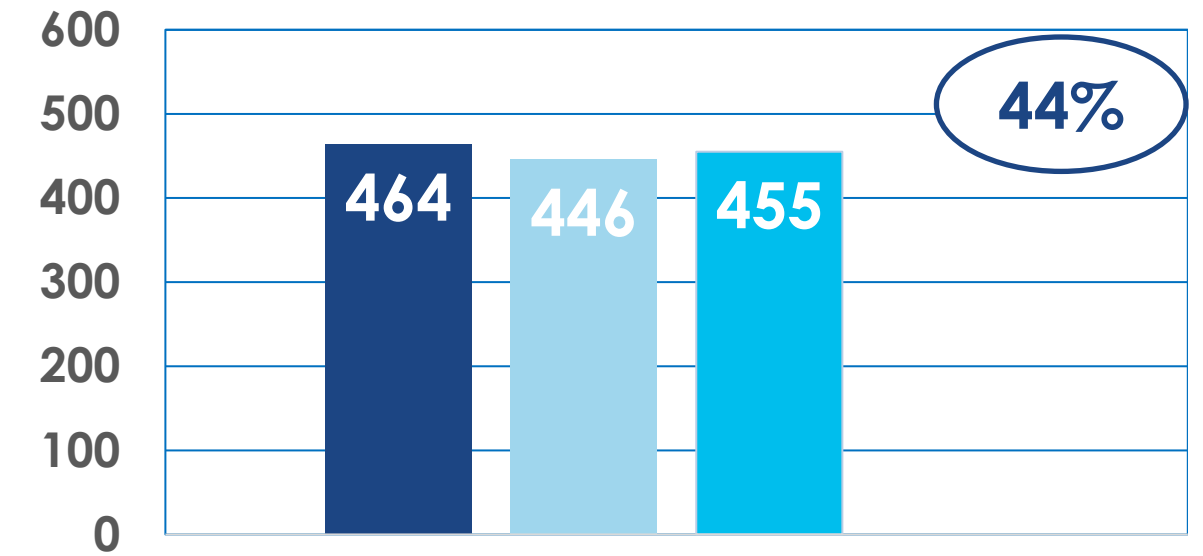
	GRADE 1	GRADE 2	GRADE 3
GRADE 3	387 - 412	413 - 448	449 - 463 464 - 498 499 - 516

4TH GRADE



	GRADE 2	GRADE 3	GRADE 4
GRADE 4	413 - 448	434 - 464	465 - 481 482 - 516 517 - 526

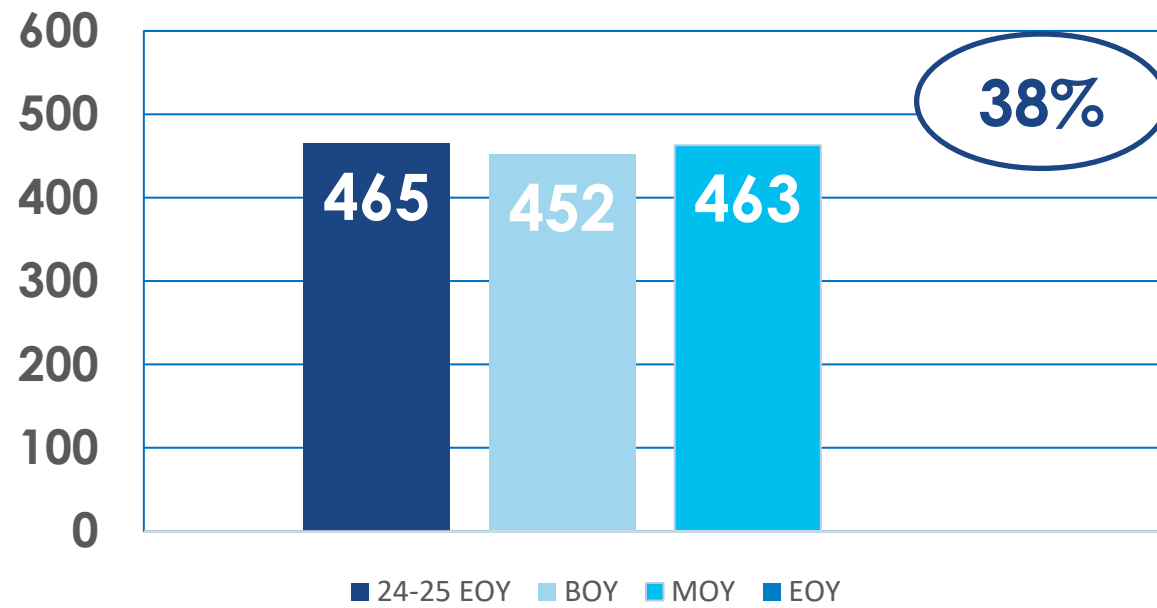
5TH GRADE



	GRADE 2	GRADE 3	GRADE 4	GRADE 5
GRADE 5	413 - 448	434 - 449	450 - 479	480 - 497 498 - 526 527 - 540

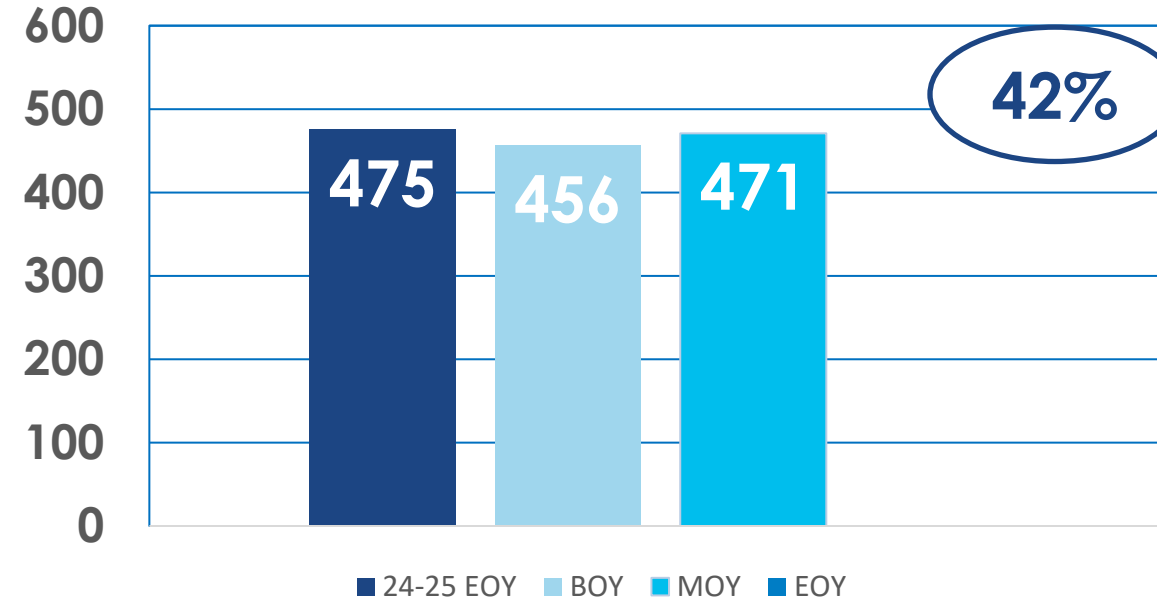
iREADY MATH – MIDDLE SCHOOL

6TH GRADE



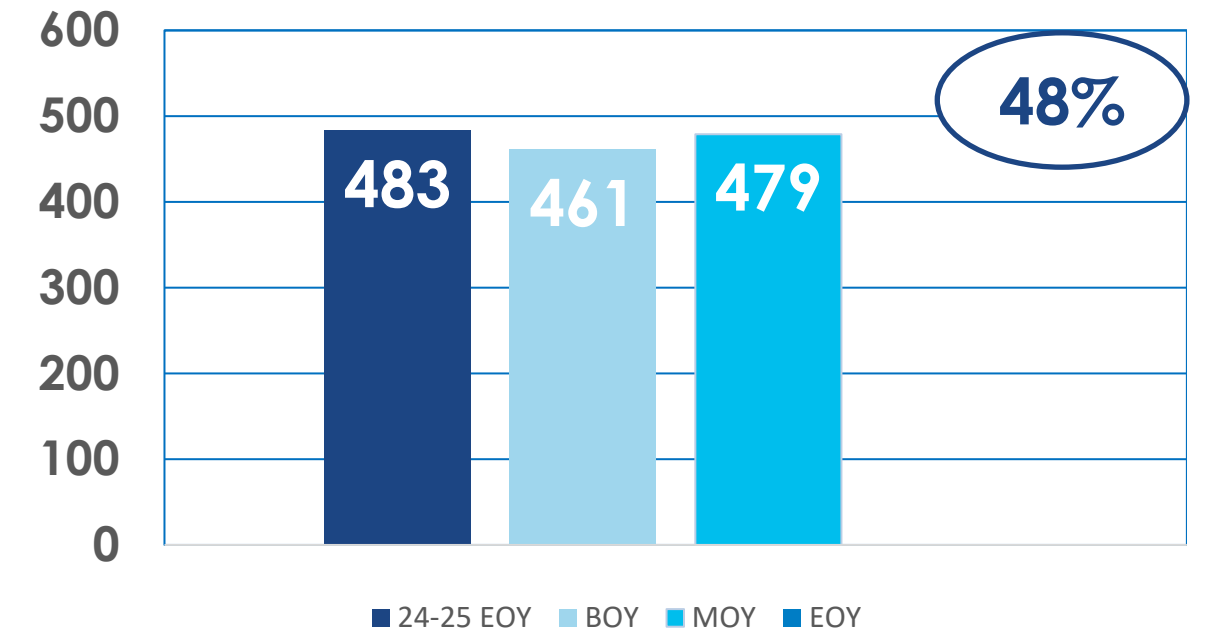
	GRADE 4	GRADE 5	GRADE 6
GRADE 6	450 - 464	465 - 494	495 - 513
			514 - 540
			541 - 564

7TH GRADE



	GRADE 4	GRADE 5	GRADE 6	GRADE 7
GRADE 7	450 - 464	465 - 479	480 - 507	508 - 530
				531 - 564
				565 - 574

8TH GRADE



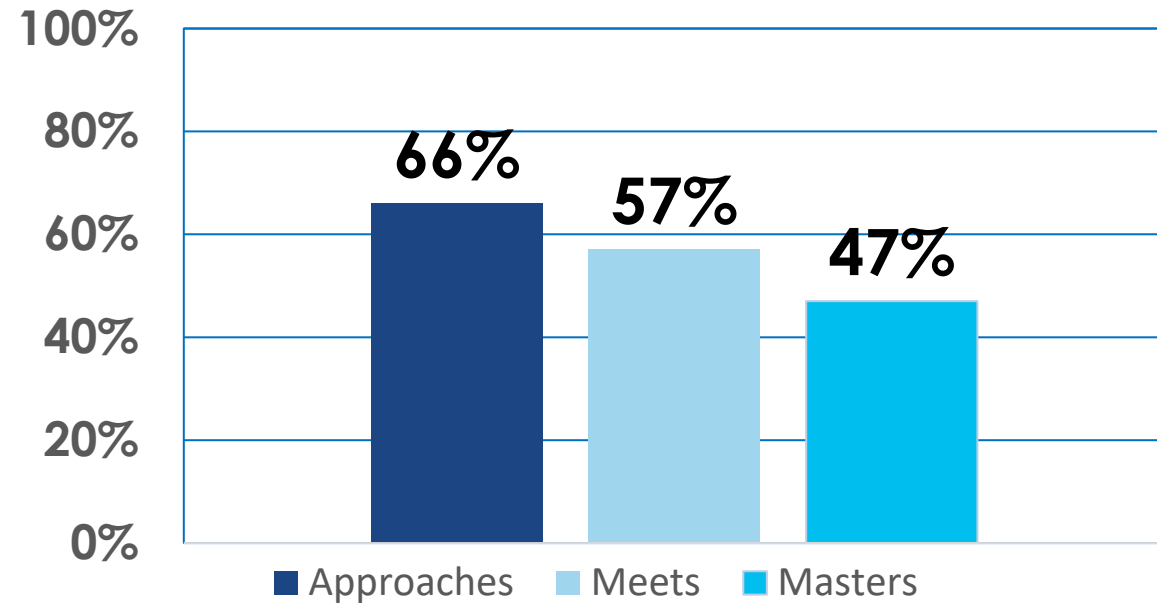
	GRADE 4	GRADE 5	GRADE 6	GRADE 7	GRADE 8
GRADE 8	450 - 464	465 - 479	480 - 492	493 - 517	518 - 540
					541 - 574
					575 - 585

TCAs

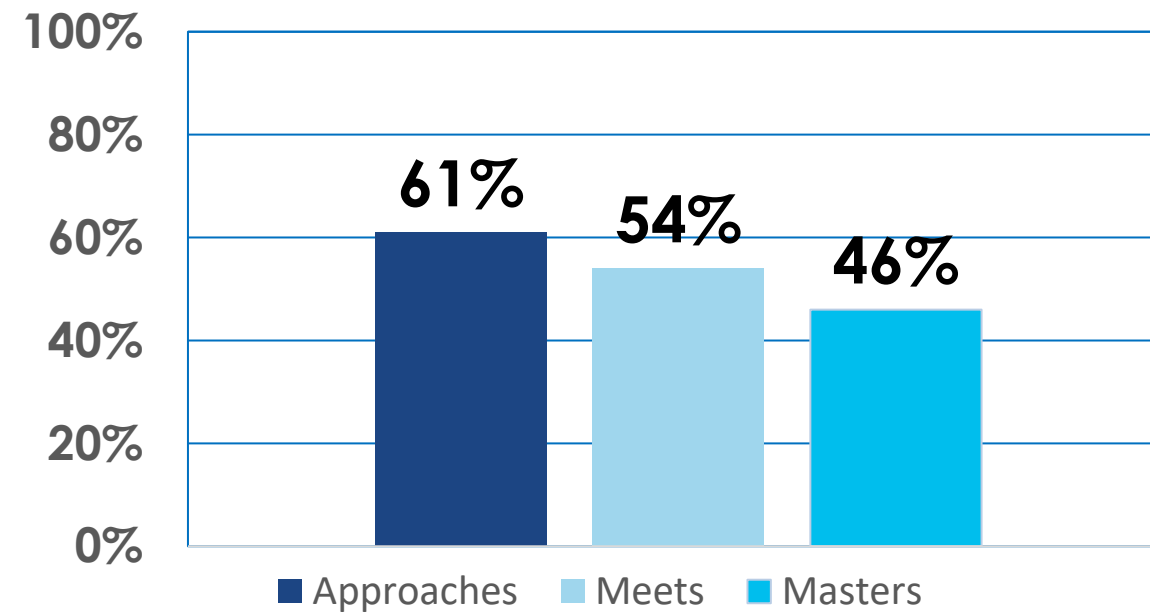


RLA TCAs - ELEMENTARY

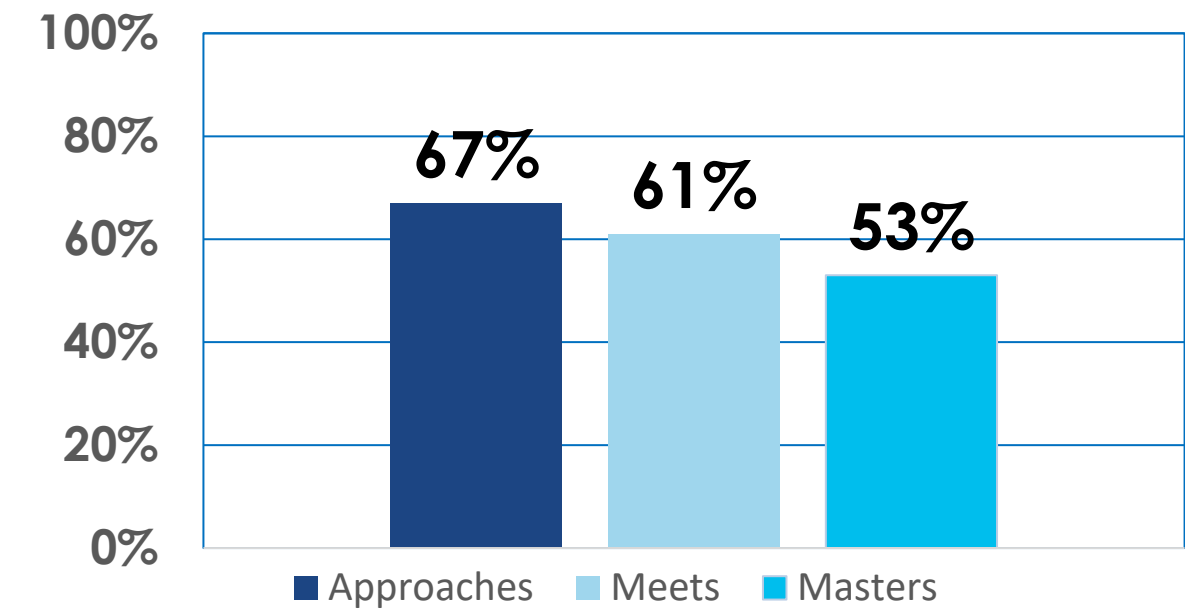
KINDERGARTEN



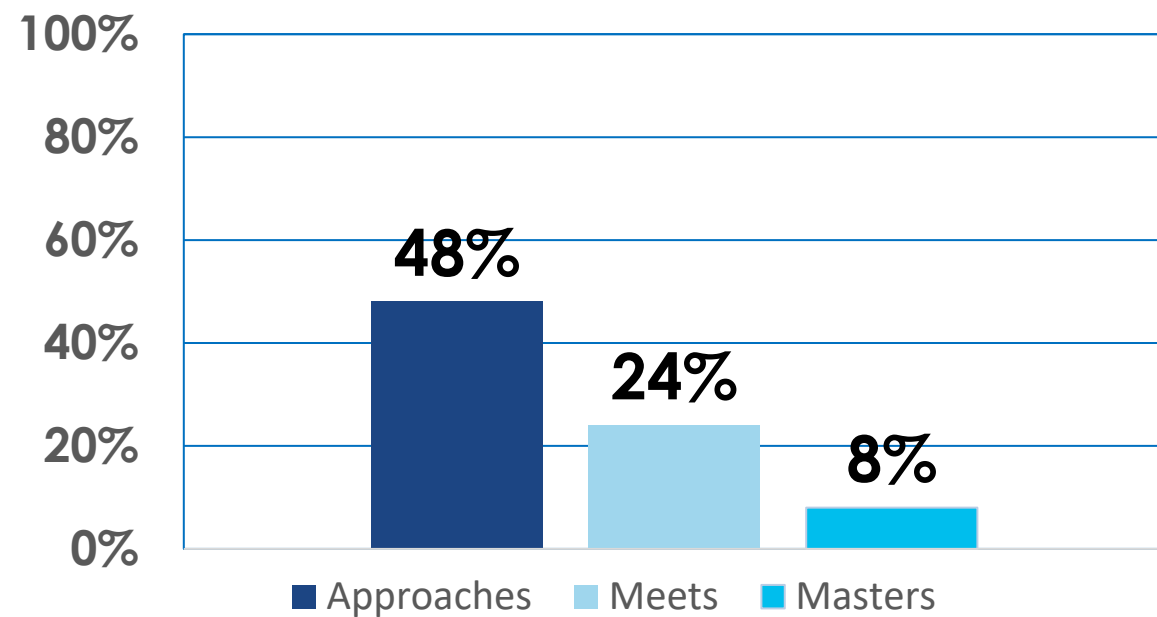
1ST GRADE



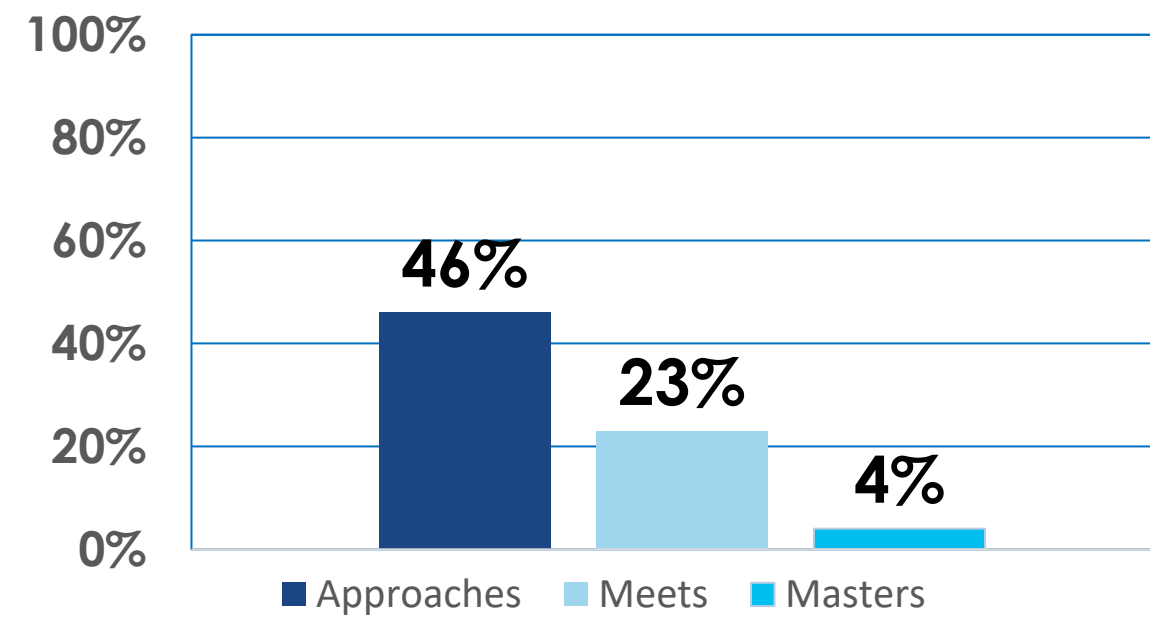
2ND GRADE



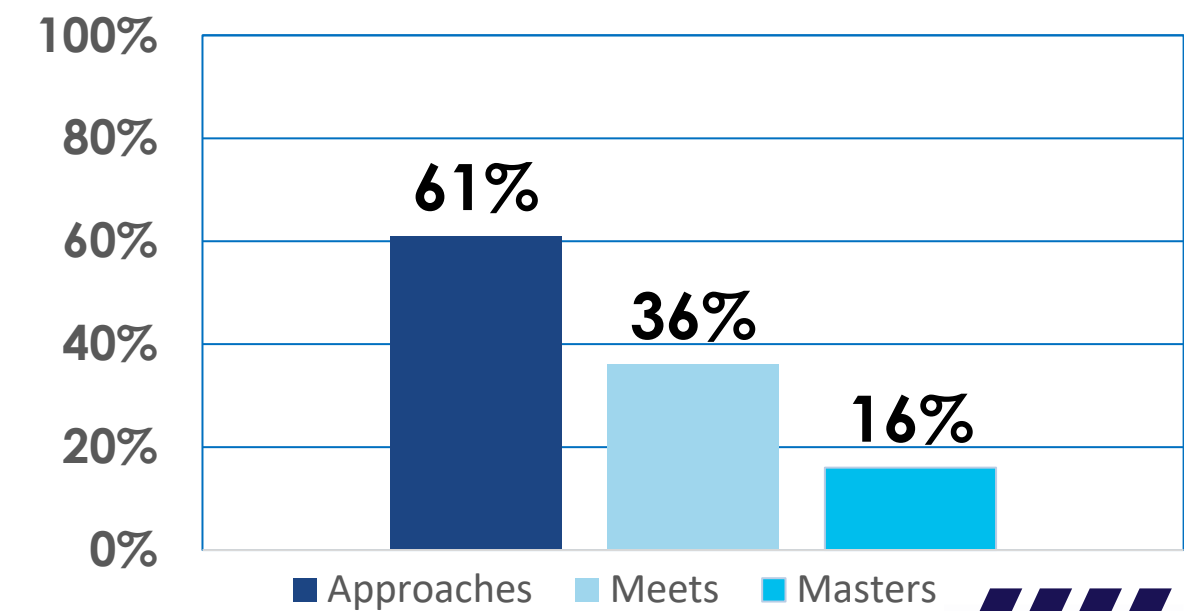
3RD GRADE



4TH GRADE

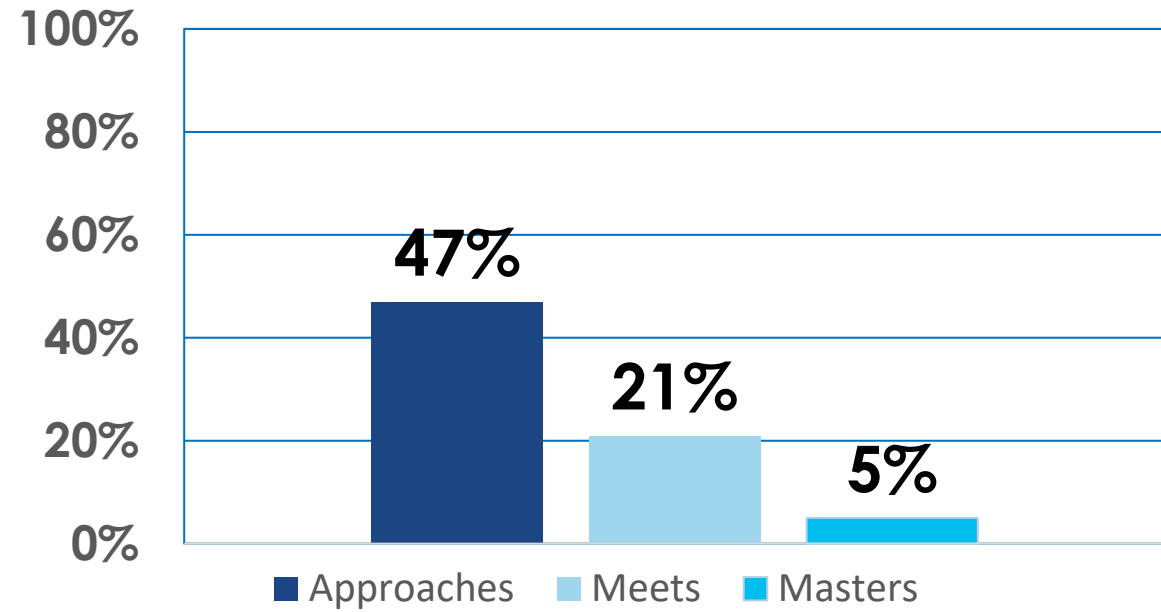


5TH GRADE

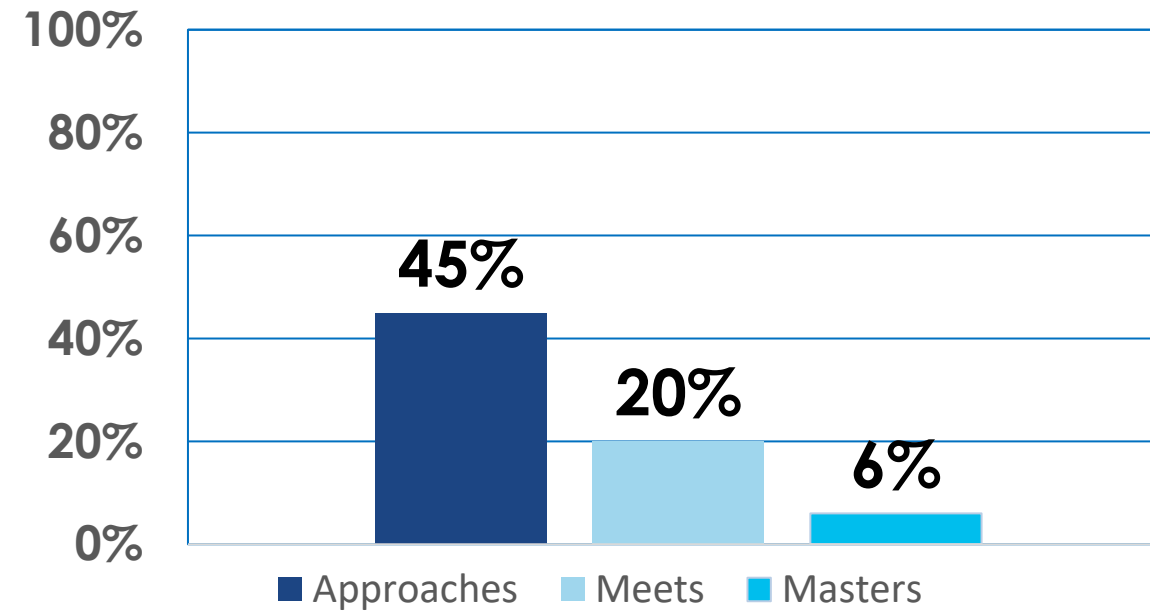


RLA TCAs - SECONDARY

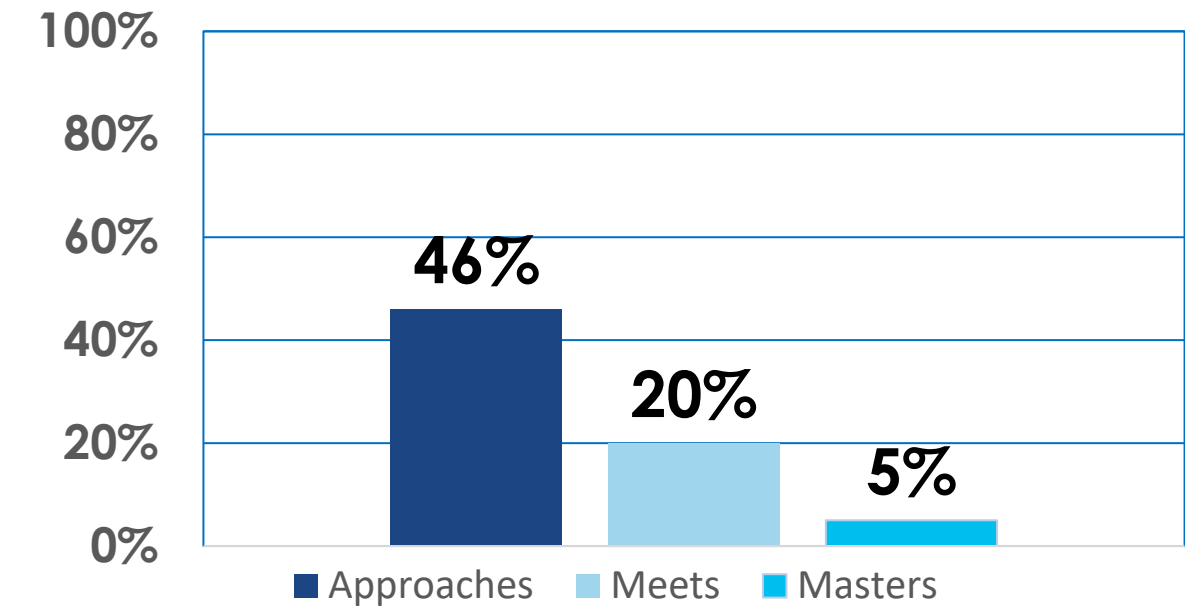
6TH GRADE



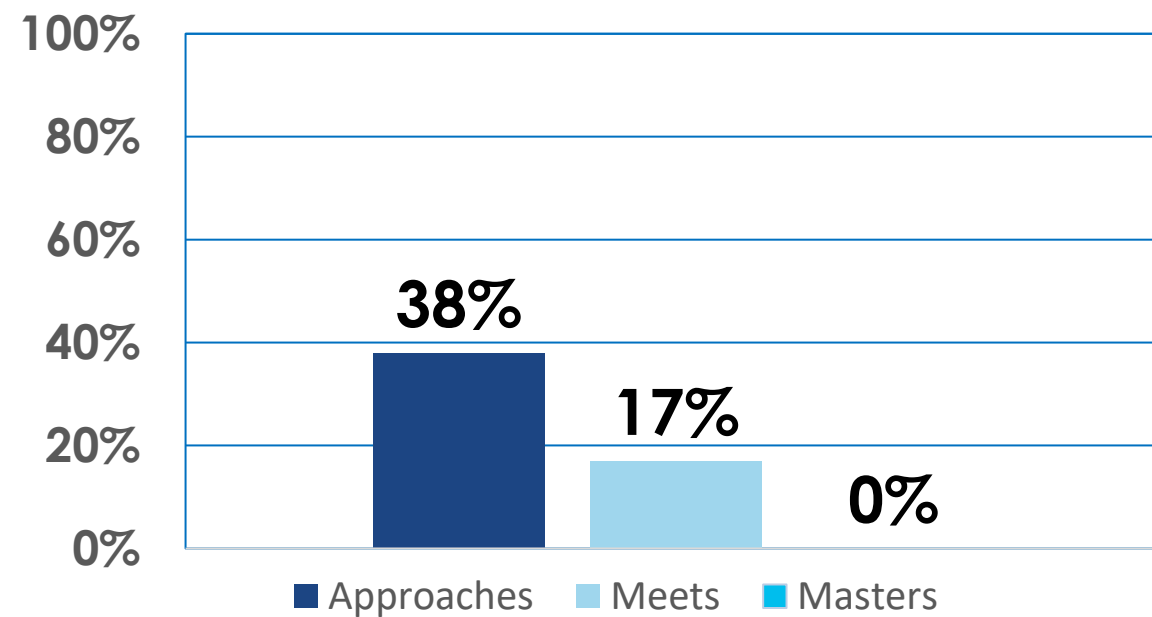
7TH GRADE



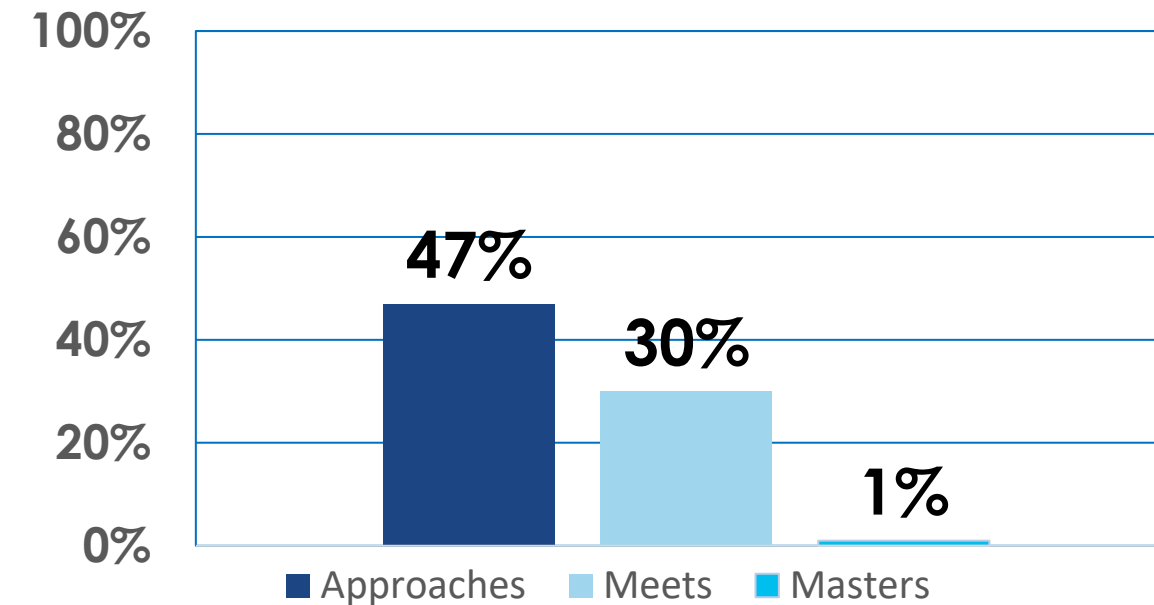
8TH GRADE



ENGLISH 1

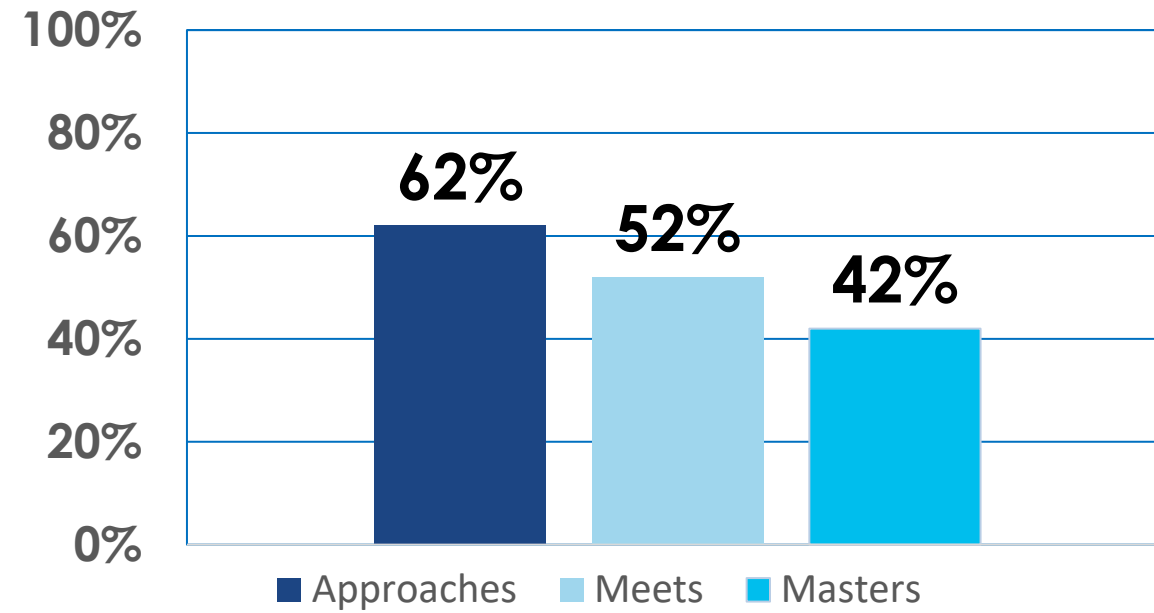


ENGLISH 2

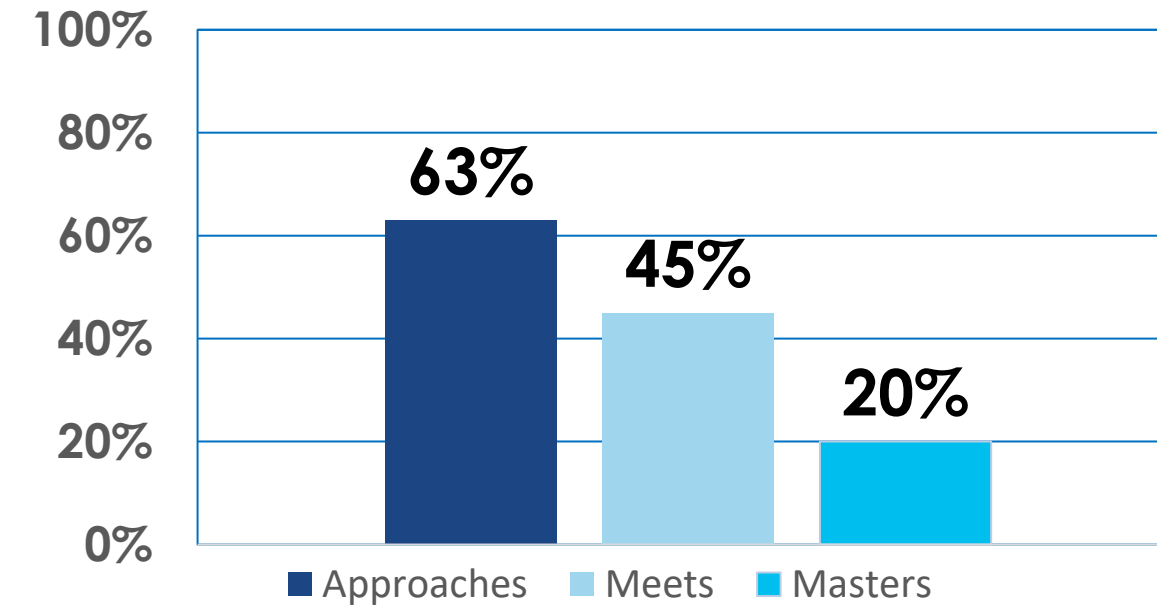


MATH TCAs - ELEMENTARY

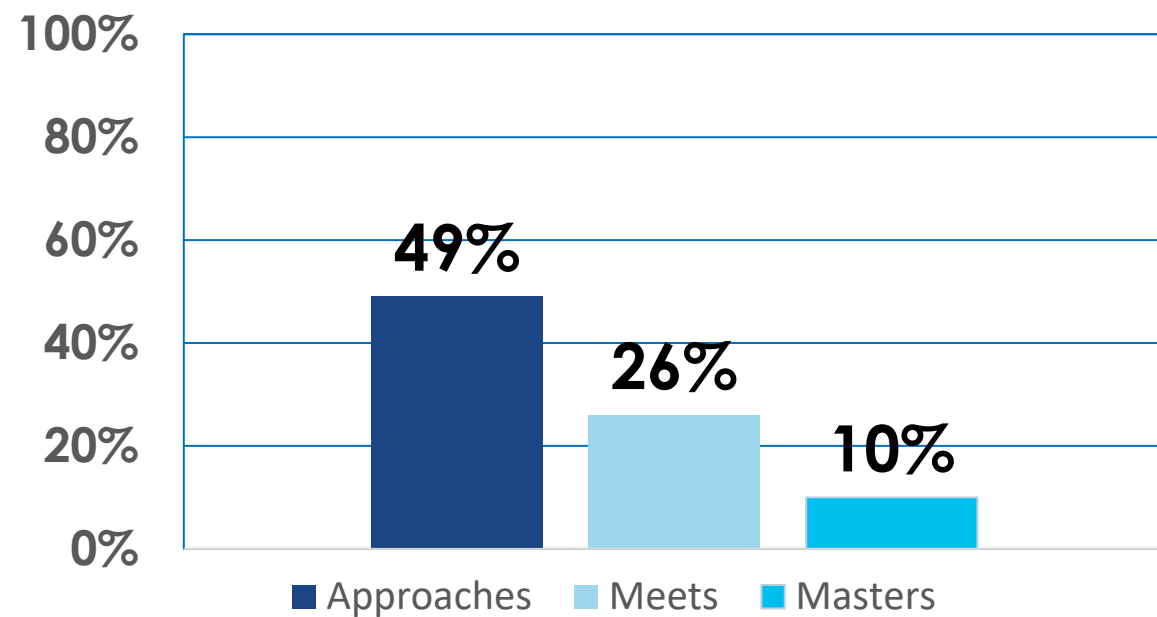
1ST GRADE



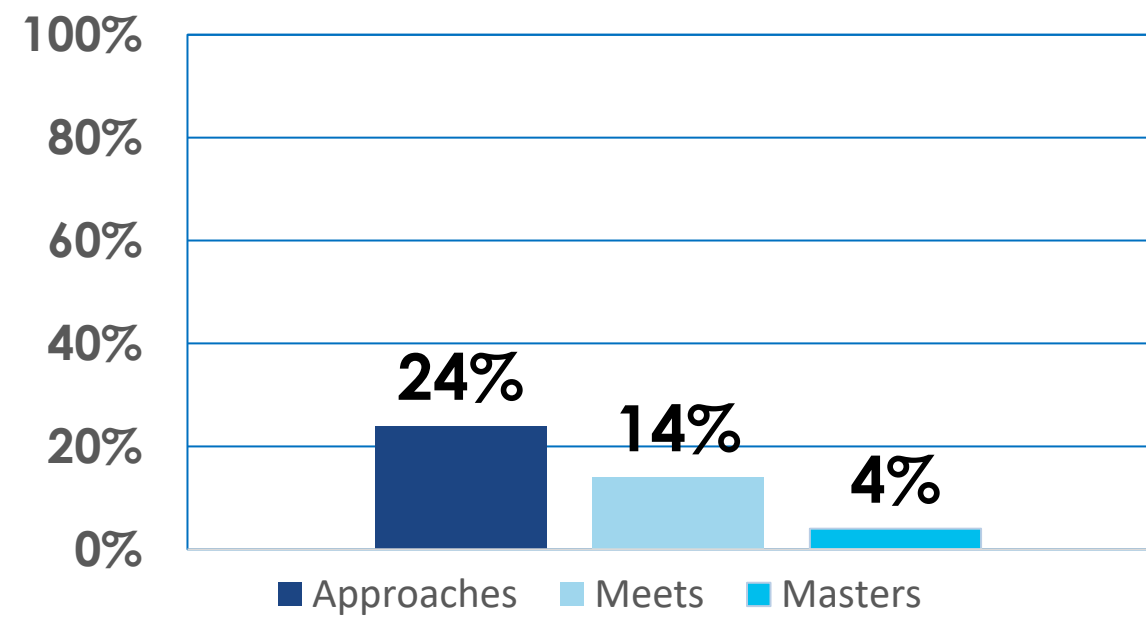
2ND GRADE



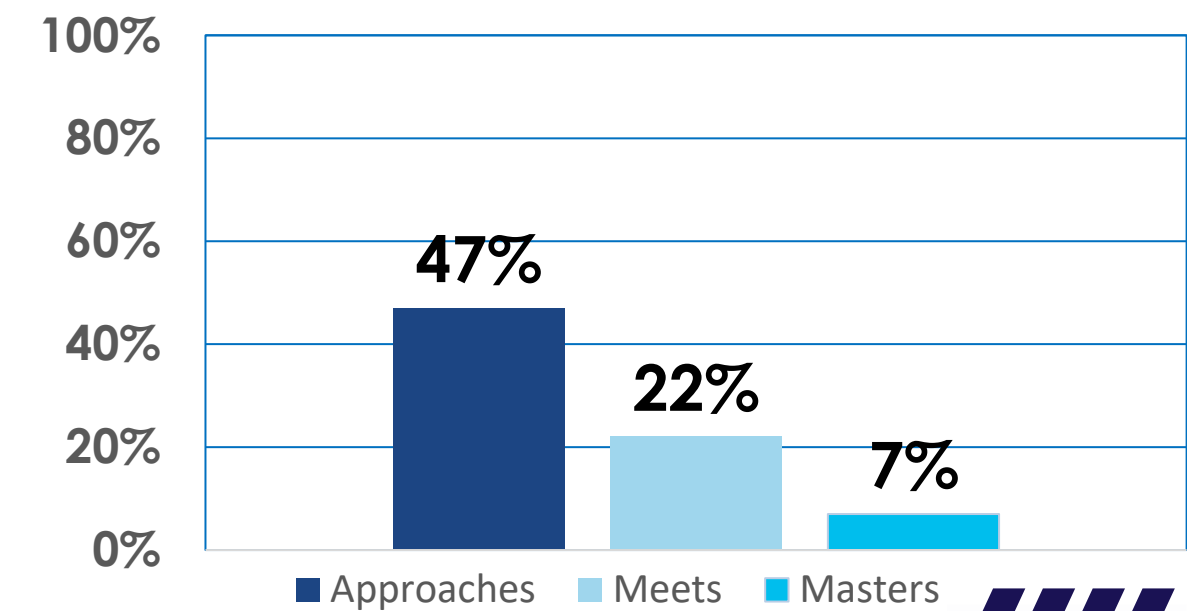
3RD GRADE



4TH GRADE

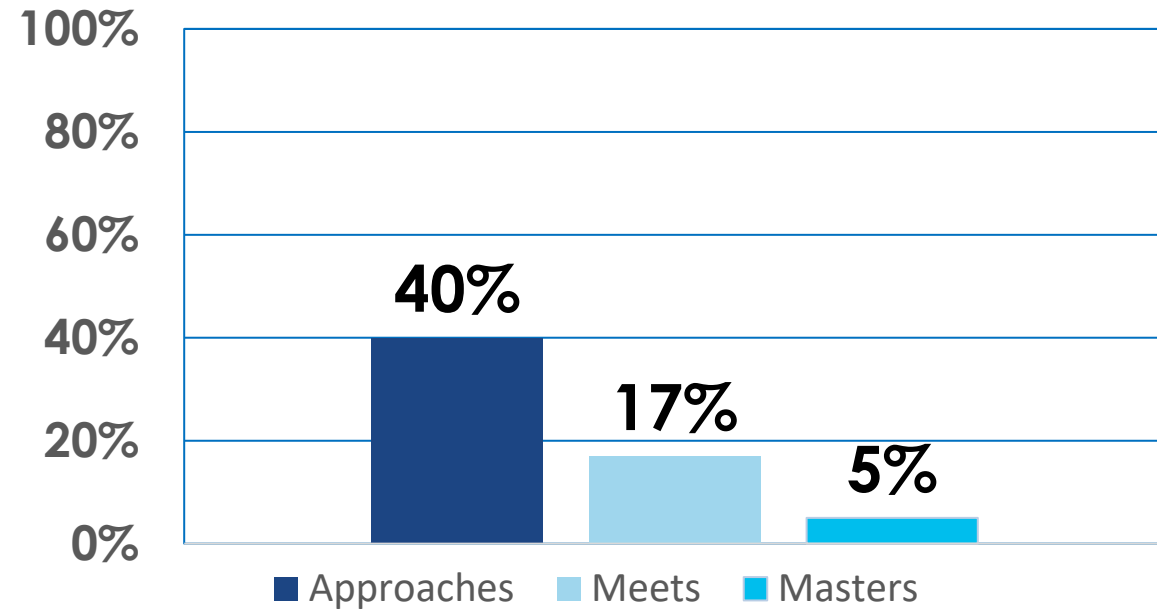


5TH GRADE

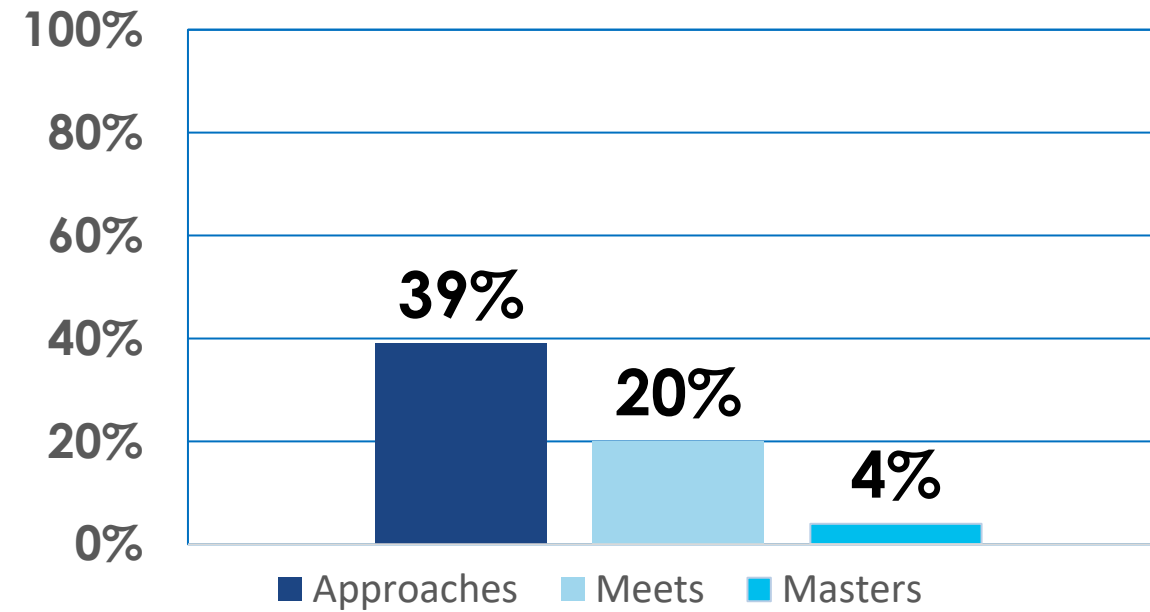


MATH TCAs - SECONDARY

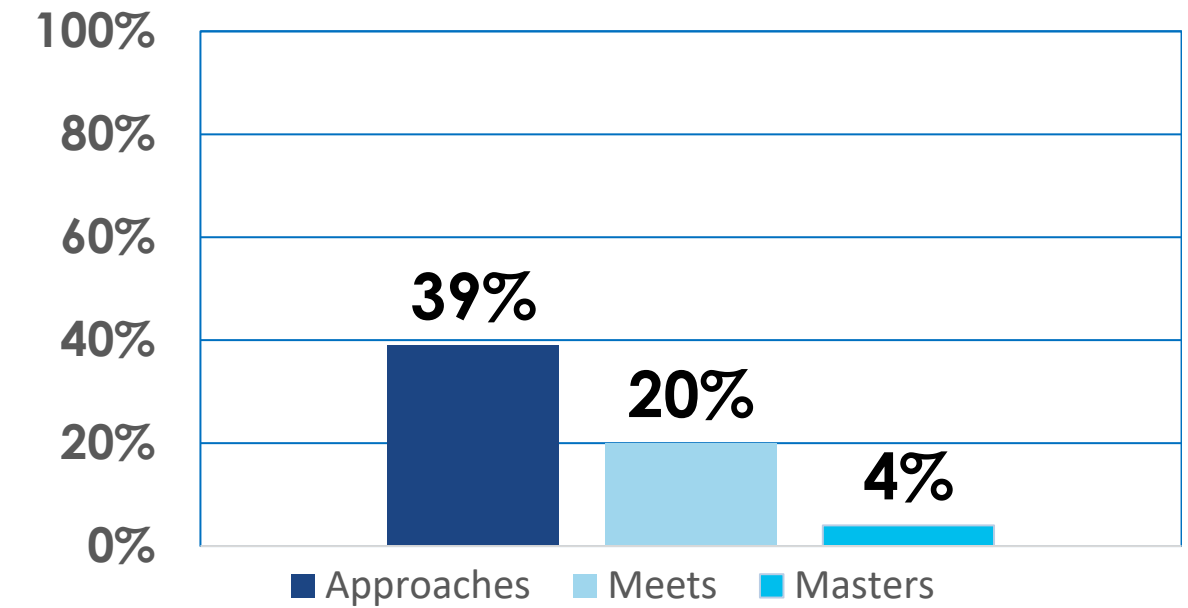
6TH GRADE



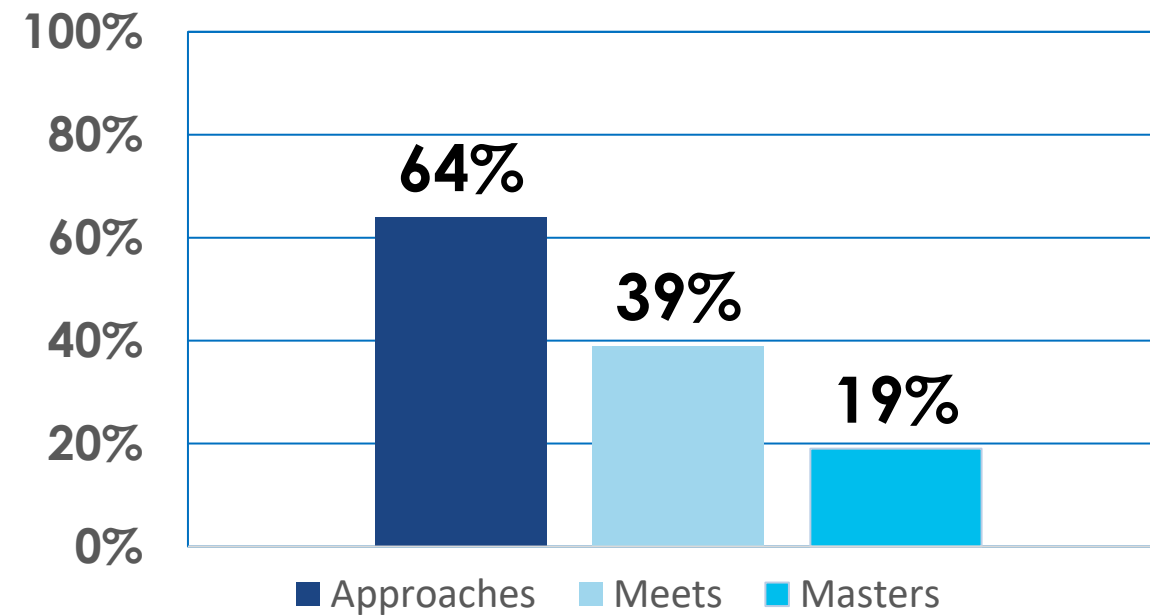
7TH GRADE



8TH GRADE



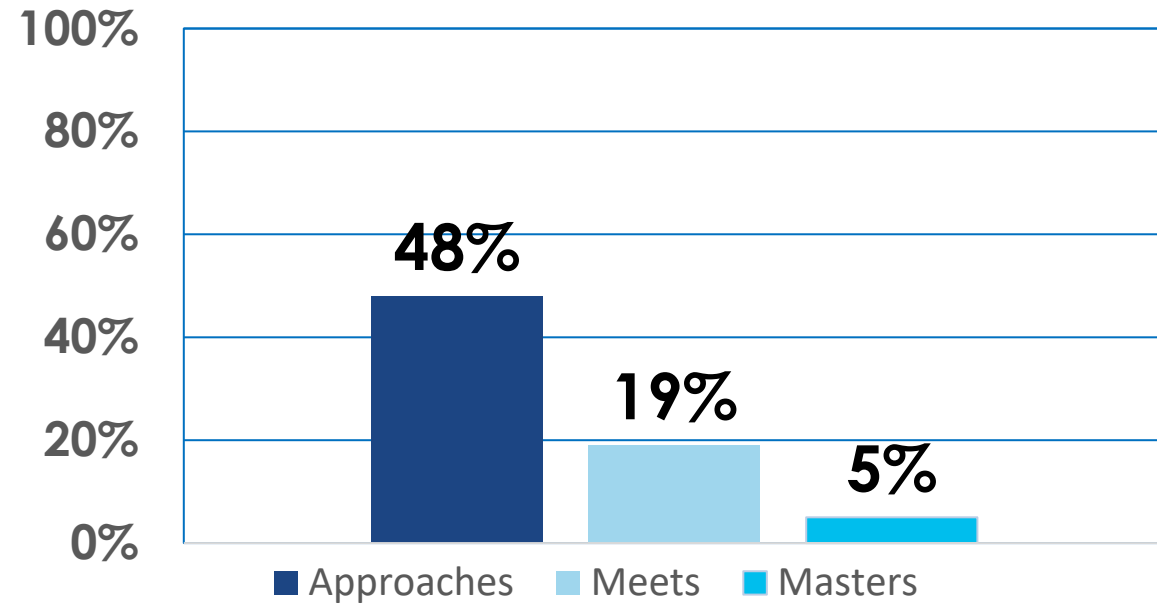
ALGEBRA 1



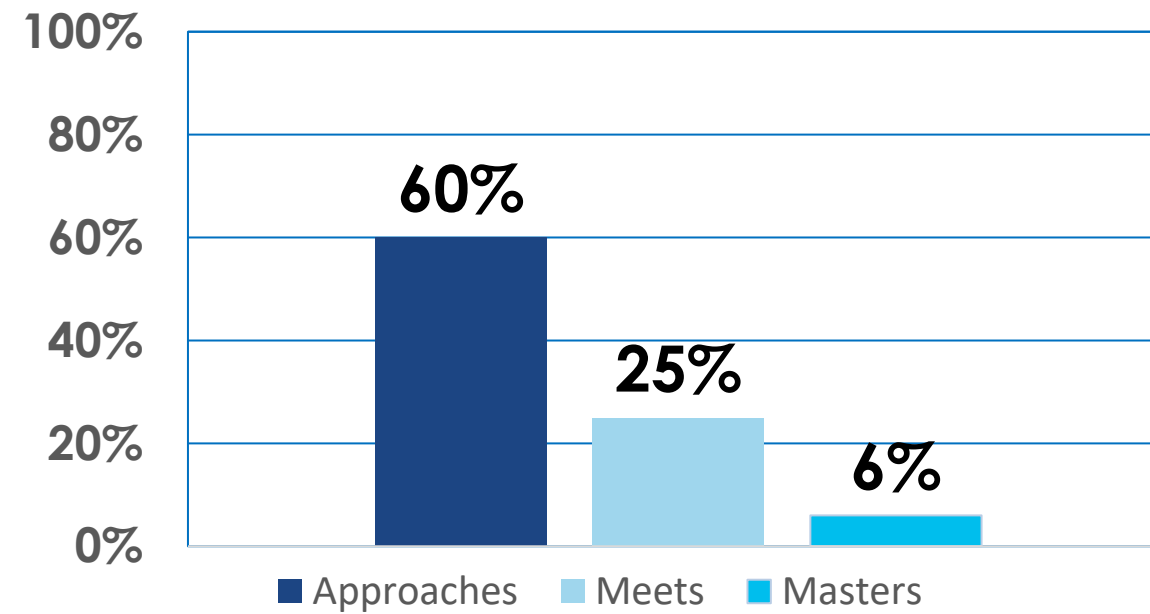
RLA Benchmark

RLA Benchmark

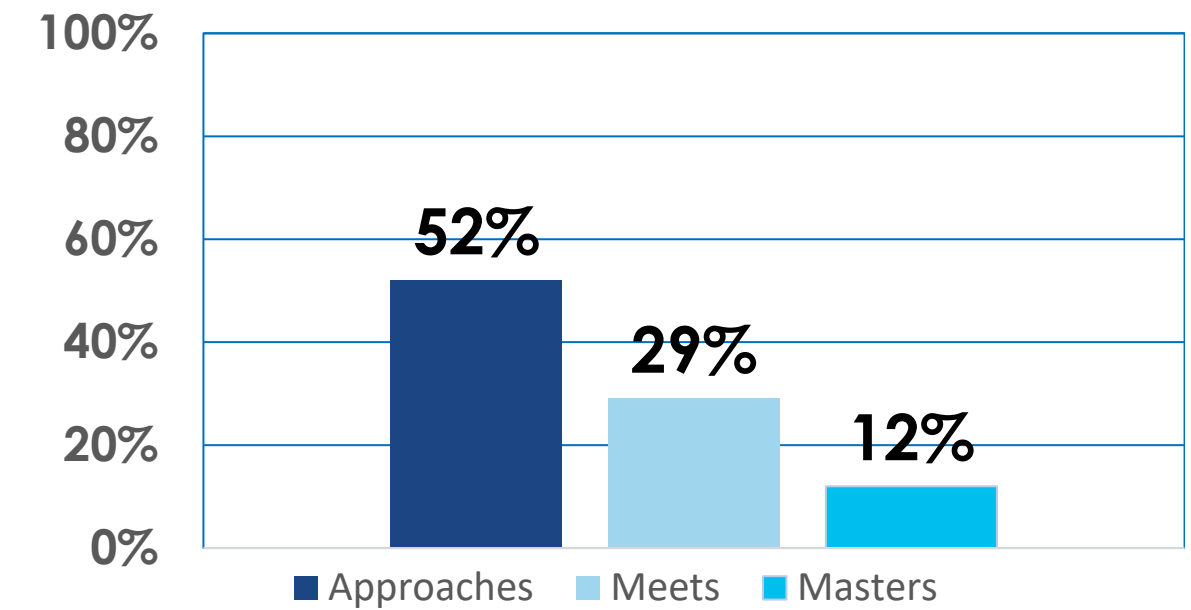
3rd GRADE



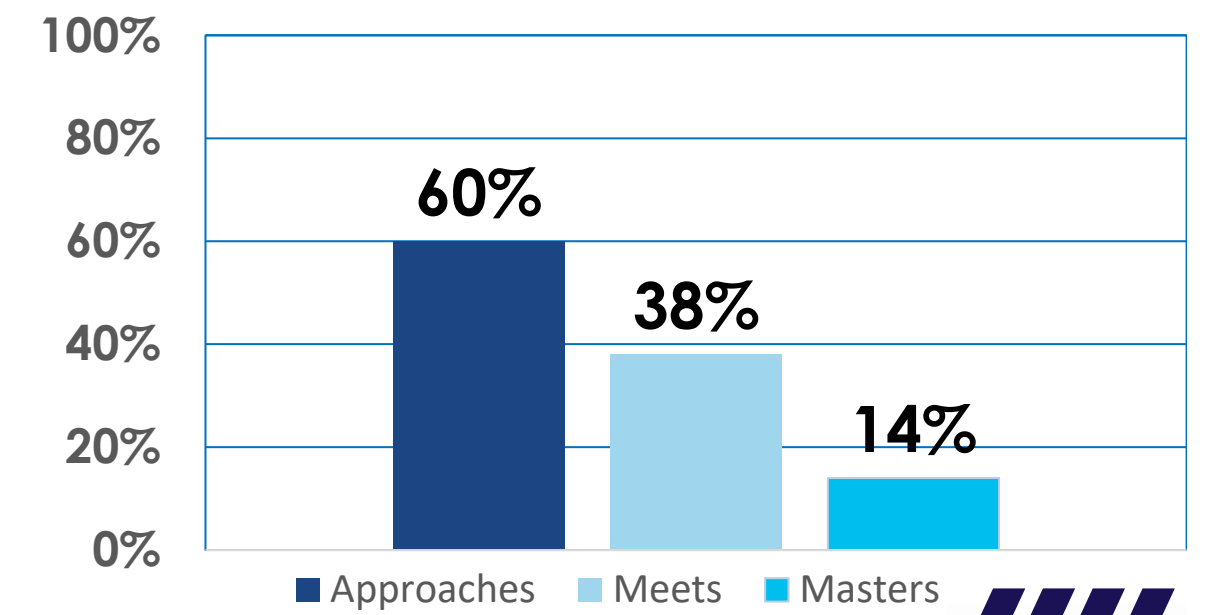
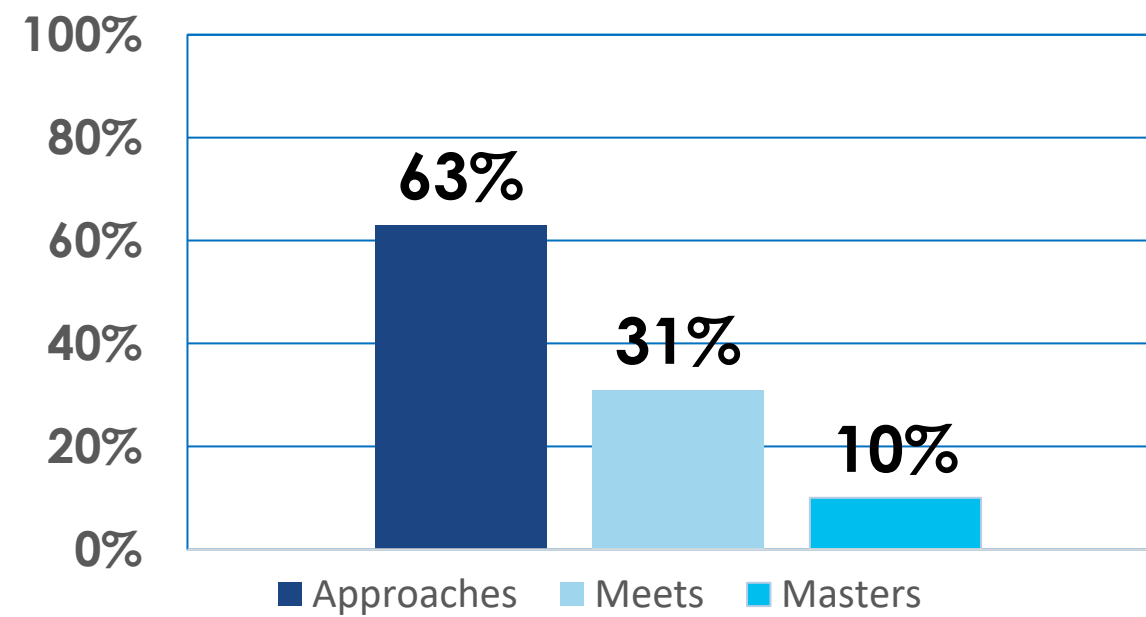
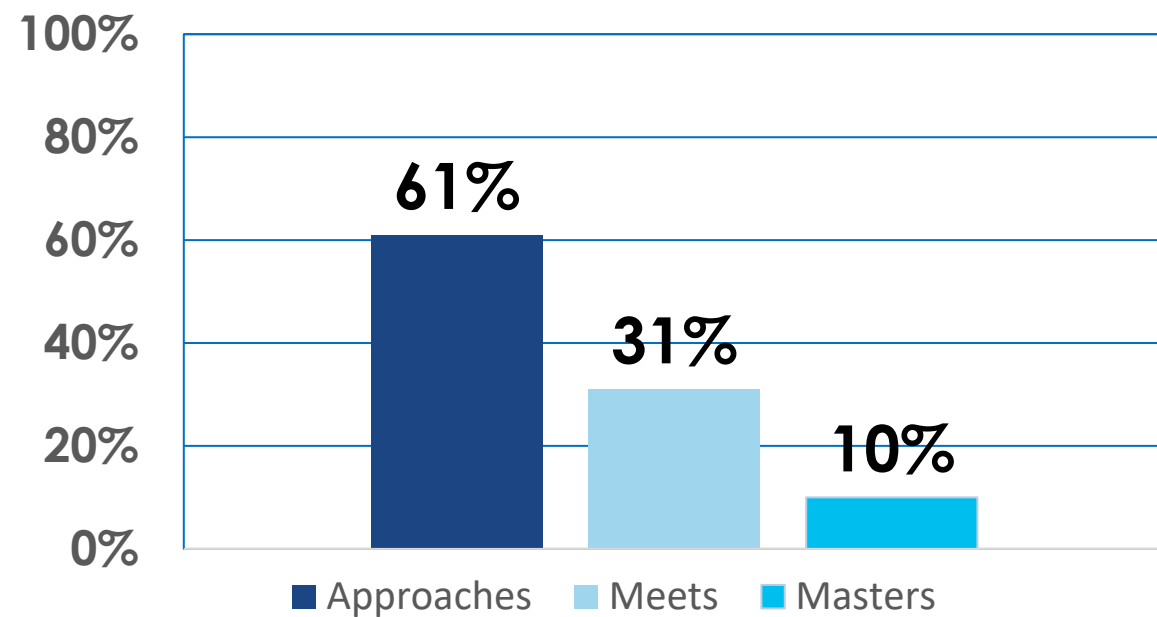
4th GRADE



5th GRADE

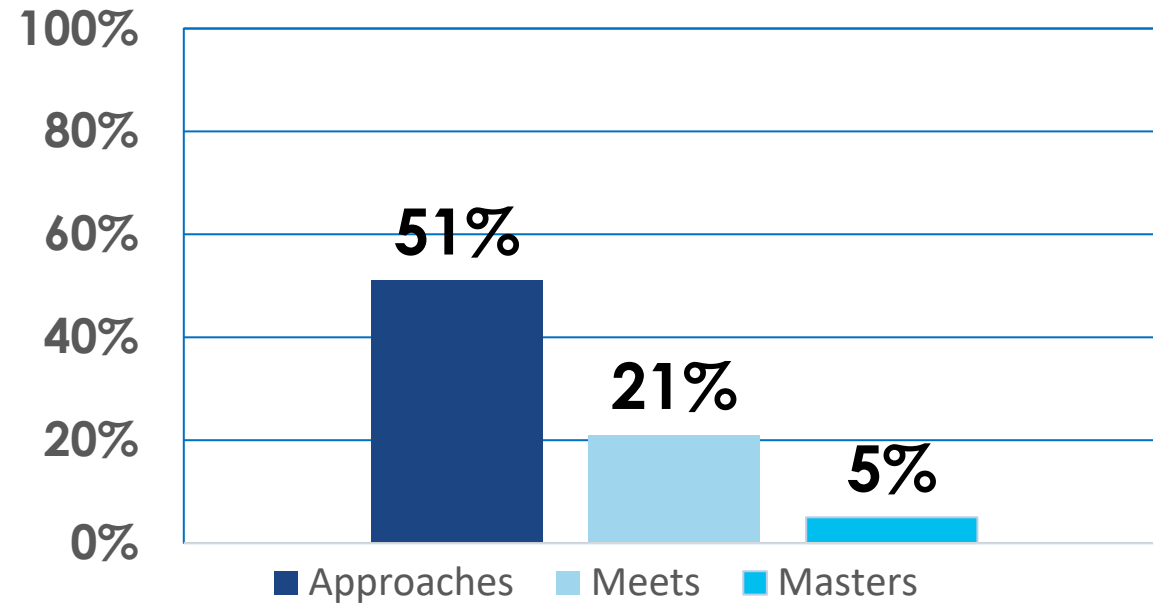


2025 STAAR

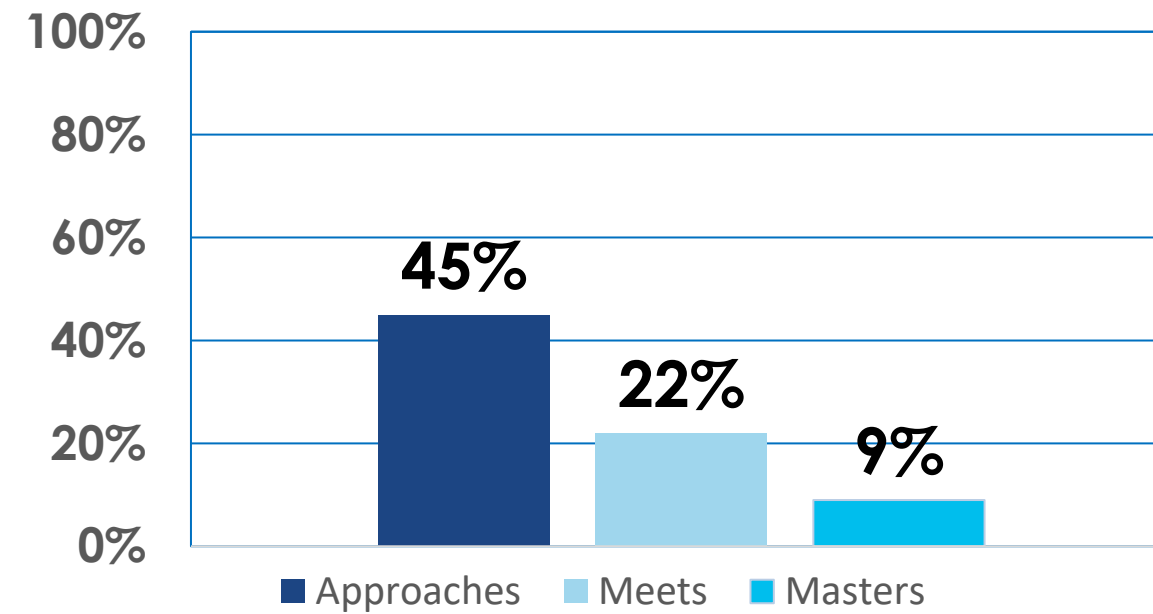


RLA Benchmark

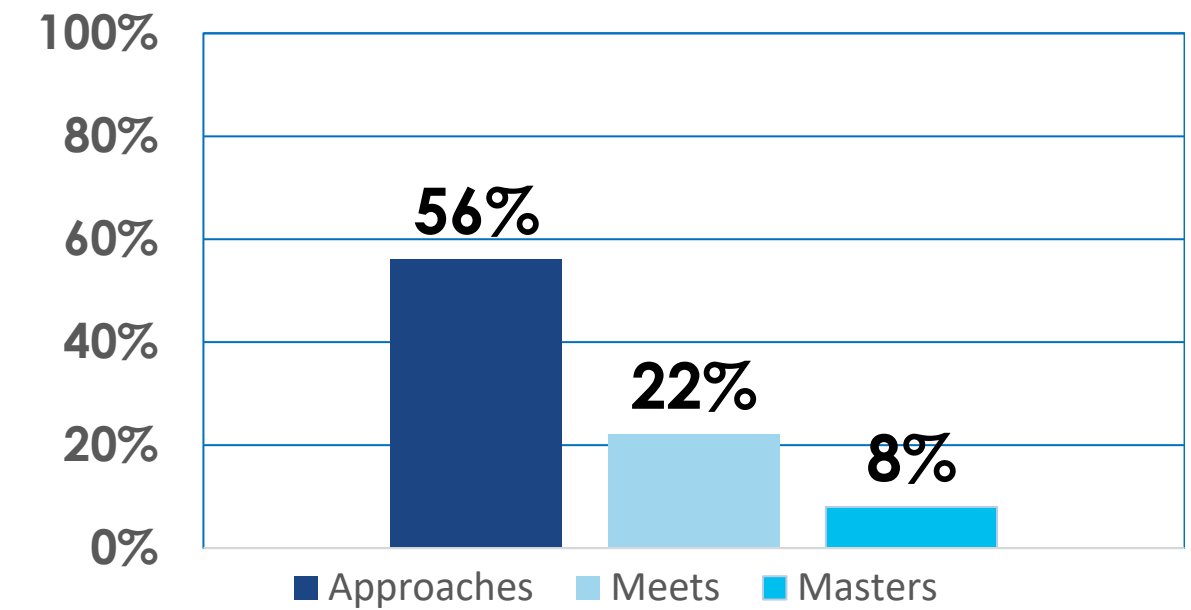
6th GRADE



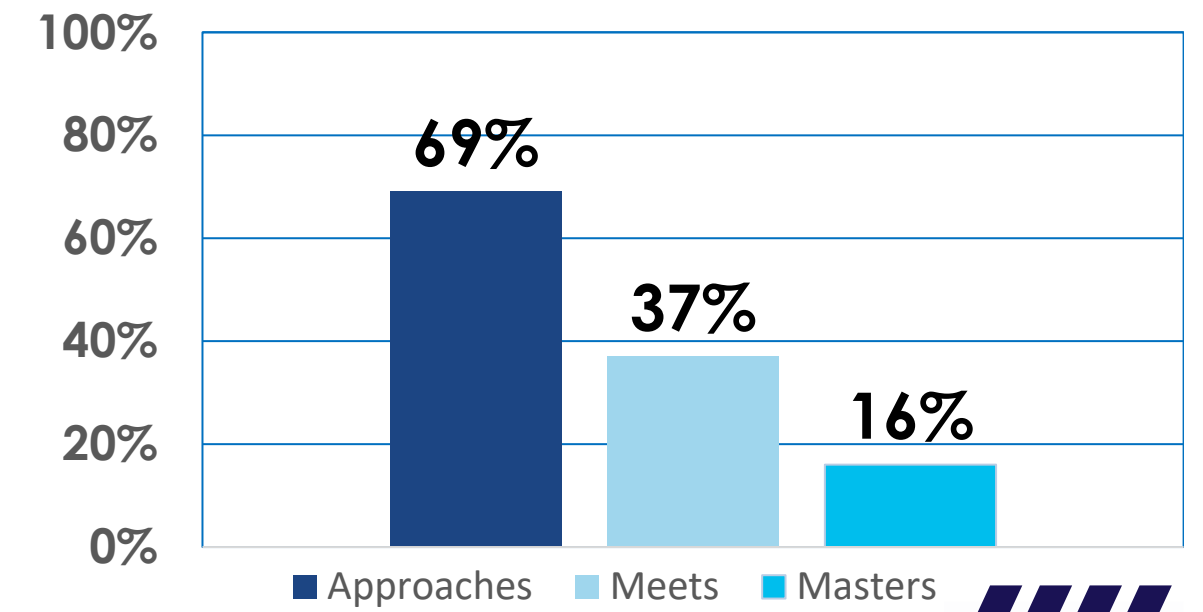
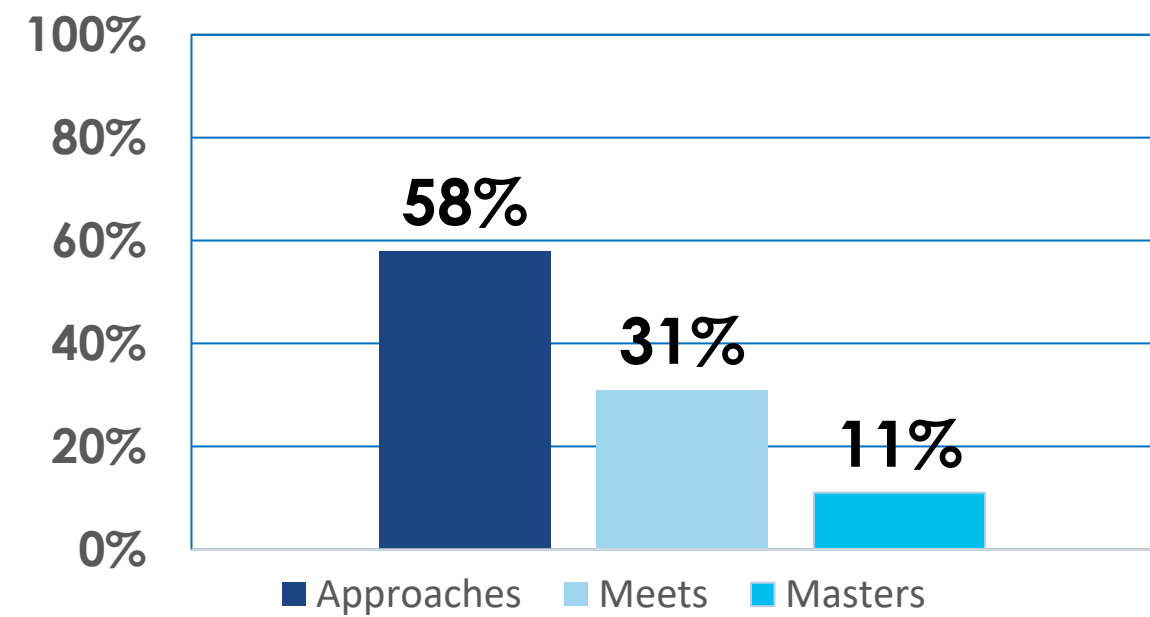
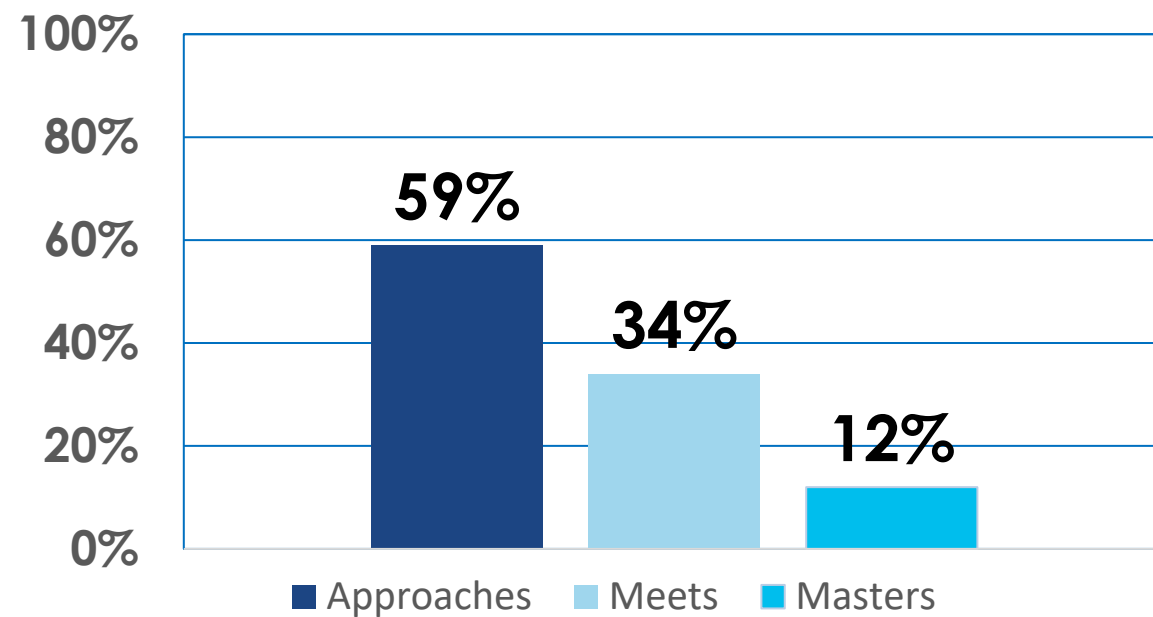
7th GRADE



8th GRADE

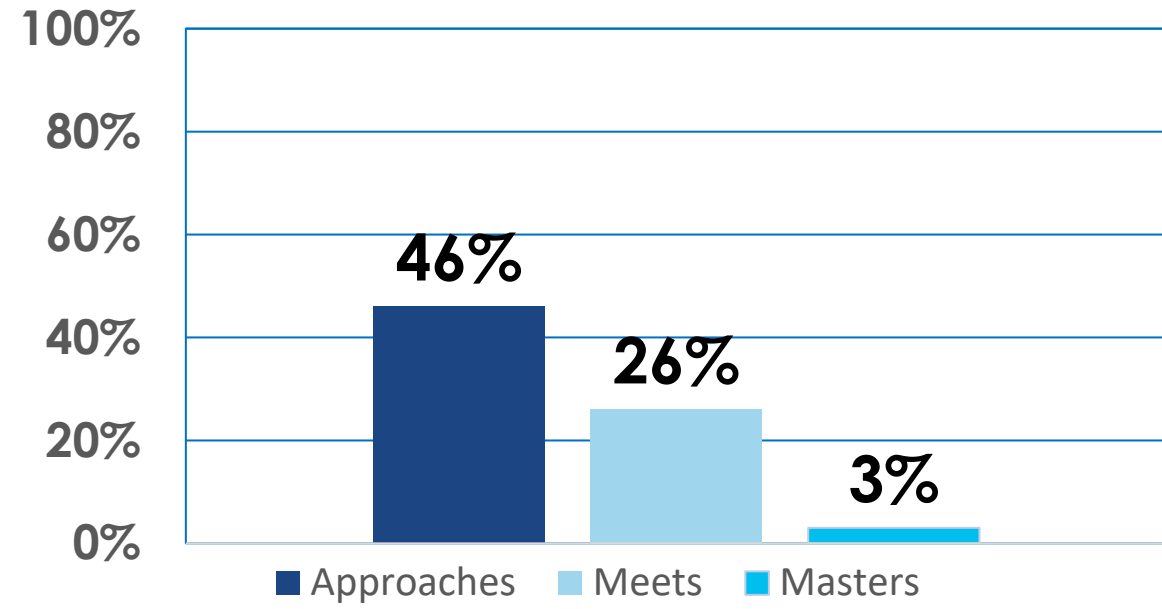


2025 STAAR

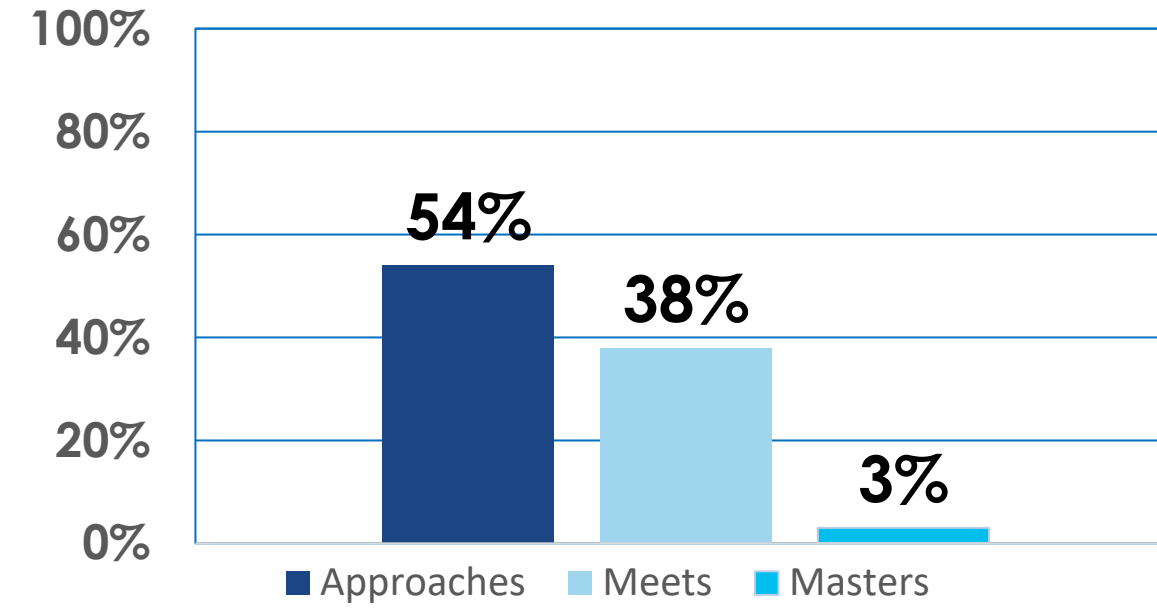


RLA Benchmark

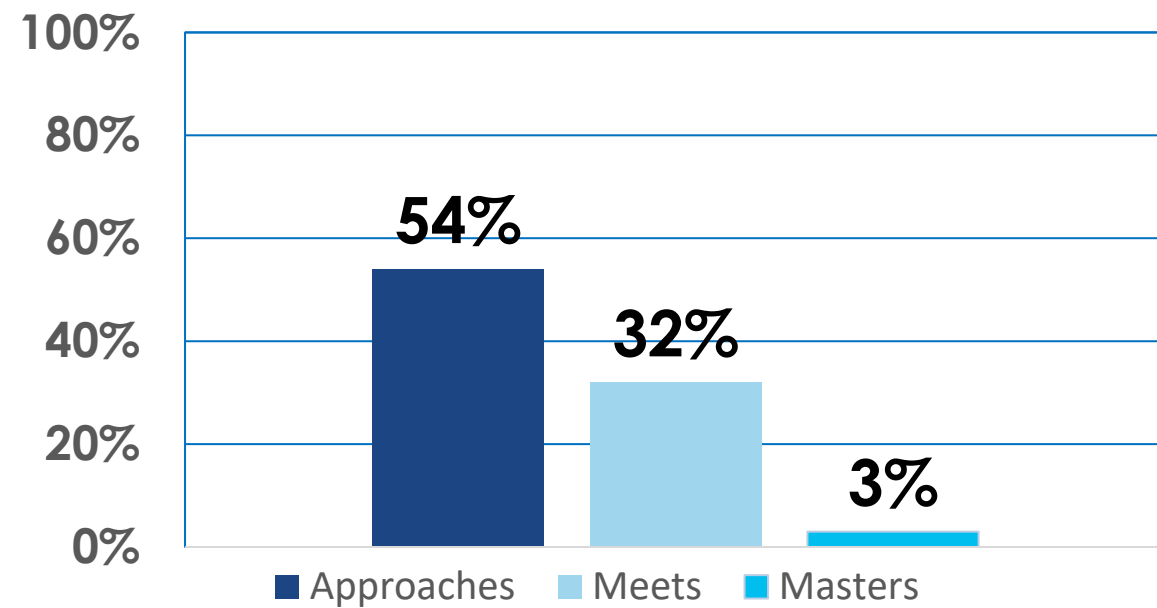
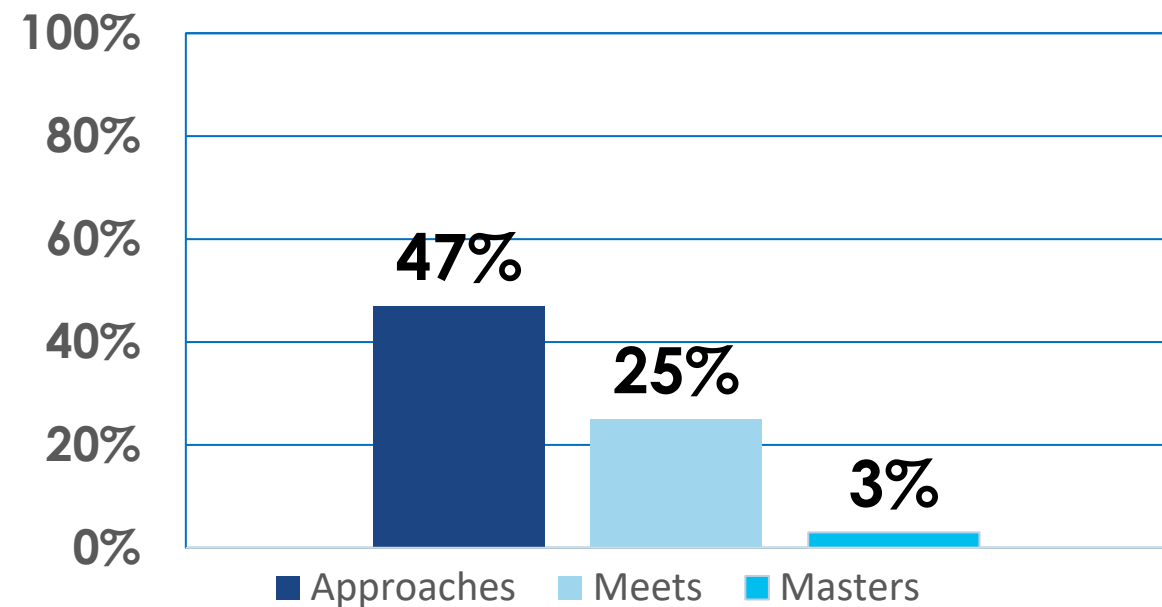
English I



English II



2025 STAAR



Dual Credit Participation

2026 GOALS

- The percentage of students passing an AP exam or completing a dual credit course (by time they have graduated) will increase to 28%.

Advanced Placement & Dual Credit Enrollment

Grades 9-12*	25-26		Fall Completion	
	Students	Courses	Students	Courses
Advanced Placement (AP)	817	1213	No updates	
Dual Credit (DC)	279	575	314	500
24-25 Dual Credit			261	462

*based on current records



Final Thoughts

High-Level Positive

Consistent student growth on i-Ready in both reading and math, with many grade levels showing 30–50% of students improving placement.

Area of Focus #1

Progress toward MOY goals remains below target, particularly in math, where students are not yet meeting stretch growth expectations.

Area of Focus #2

Across TCAs and Benchmarks, there is a continued need to increase performance at the Meets and Masters levels.

Next Steps

Continue strengthening high-quality Tier 1 instruction while accelerating targeted supports through data-driven small group instruction, strategic reteach, and aligned interventions to ensure students meet expected growth.



Thank
You

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Dr. Tiffany Spicer

RE: Review, Discuss and Take Appropriate Action Regarding a Third Party Partnership Agreement, Elementary School, Under Board Policy

=====
Background Information:

On January 22, 2026, the Waco ISD School Board of Trustees approved TEA recommended updates to board policy ELA *Campus or Program Charters: Partnership Charters*, providing the process for Waco ISD to follow when identifying potential partnering education organizations.

This type of partnership allows a school district to collaborate with an external partner to support the operation of a campus while maintaining district oversight and accountability. The intent of this partnership is to strengthen student outcomes, expand educational opportunities and provide additional resources aligned with district goals.

Waco ISD moved forward with implementing its approved partnership framework by developing internal systems to support a transparent and rigorous selection process. A “Call for Quality Schools” was developed and an application evaluation process followed. That process included document analysis, reference and performance reviews, and an in-depth interview with a prospective partner’s leadership team.

Based on the information gathered and reviewed through this process, the administration is recommending Third Future Schools as an approved applicant. Next steps are to negotiate a Charter Performance Contract that will come to the Board for final approval.

Fiscal Implications:

n/a

Administrative Recommendation(s):

Administration recommends that the Board of Trustees approve Third Future Schools as the applicant and authorize the Superintendent to begin negotiating a Charter Performance Contract.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Dr. Tiffany Spicer

RE: Review and Discuss Middle School Advanced Academic Programs

=====

Background Information:

Waco ISD remains committed to providing rigorous, engaging, and student-centered academic opportunities that prepare students for success in high school pathways and postsecondary pursuits, in alignment with Priority One of the District’s Strategic Plan. In support of this commitment, and in response to stakeholder feedback and direct recommendations, the district has undertaken a review of the structure and delivery model of advanced academic programming at the middle school level to ensure alignment with student needs, district capacity, and long-term strategic goals.

The purpose of this agenda item is to provide the Board the opportunity to discuss recent ATLAS and Advanced Academic program decisions.

Fiscal Implications:

n/a

Administrative Recommendation(s):

This item is included for the board to have the opportunity to discuss this topic.

Wisdom works wonders.

Review and Discuss Middle School Academic Programs

Waco ISD Board of Trustees

216
February 2026

Rooted in
WISDom,
Committed
to Excellence



Waco ISD
Strategic Plan
2025-2030



Local Accountability

Community Driven Strategic Plan



Priority One - Students

1.1 Develop and implement plans, systems and processes to support improved campus ratings and demonstrate accelerated student growth.

1.2 Ensure academic success for all students in math, literacy and CCMR as required by HB 3.



Engaging All Voices

Focus Groups & Attendance Boundaries Committee

Students, staff & parents surfaced a need for updates to current programming. Committee prioritized expanded advanced academics at the middle school level.

Current GT Parent Input

Assurances needed for current ATLAS families. Recognition that other campuses need improvements.





Outcomes for 2026-2027



The ATLAS program at TMS will continue to operate in its regular capacity. It will be refreshed based on the feedback shared by our students, parents and stakeholders. An application window opened this month.



Current students of G.W. Carver, Cesar Chavez, and LAMM Middle Schools will continue receiving advanced instruction and enrichment opportunities as scheduled while Waco ISD reviews existing offerings with the intention to enhance programming at each campus.

Opportunity for Discussion

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: February 26, 2026

Contact Person: Elizabeth Cox

RE: Review, Discuss and Take Appropriate Action on Appointment Process to fill Vacancy of District At Large Trustee

=====

Background Information:

On February 2, 2026, Mr. Keith Guillory submitted a letter of resignation from his position as Trustee representing At Large Place 6. Mr. Guillory’s current term is scheduled to expire in May 2027. In his resignation letter, Mr. Guillory indicated his intent to continue serving on the Board until May, consistent with the holdover provisions recognized under Waco ISD Board Policy BBC(Legal).

At a special called meeting on February 5, 2026, the Board of Trustees formally accepted Mr. Guillory’s resignation. Pursuant to Texas Education Code 11.0610, acceptance of the resignation resulted in an immediate vacancy in the At Large Place 6 position. Because more than one year remains in the unexpired term for At Large Place 6, the remaining members of the Board are required to fill the vacancy by appointment or by special election no later than the 180th day after the vacancy occurred.

Following acceptance of the resignation, the Board discussed the statutory options available for filling the vacancy for At Large Place 6. During that discussion, a majority of Board members expressed a desire to move forward with filling the vacancy by appointment.

Consistent with prior Board practice, staff recommends an appointment process that begins with a public call for letters of intent and resumes from qualified community members.

Additionally, a trustee has requested that the upcoming board meeting agenda include consideration and possible action regarding whether the full appointment process, including interviews of candidates and deliberation, should be conducted publicly in its entirety.

A potential proposed timeline is as follows:

- February 27, 2026 – Public call for letters of intent and resumes opens
- March 19, 2026 (5:00 p.m.) – Deadline for submission of letters of intent and resumes.

- April 7-8, 2026 – Special meeting(s) to interview applicants and take action to appoint.
- April 16, 2026 – Existing Special Meeting; Administer oath of office to appointee.
- April 23, 2026 – First full meeting for appointee.

The Waco ISD Board of Trustees will accept letters of interest and resumes from individuals interested in serving as the trustee for At Large Place 6.

Applicants must reside within the Waco ISD boundaries and meet all eligibility requirements under Texas law, including those set forth in Texas Education Code 11.051, 11.061, Texas Election Codes 1.020, 141.001(a), and WISD Policy BBA (LEGAL), which require that a trustee be a qualified voter, have resided continuously in the state for 12 months and in the territory from which the office is elected for six months immediately preceding the date of appointment, have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote, and have not been convicted of a felony.

Qualified community members who wish to be considered are asked to submit a letter of interest and a current resume no later than 5:00 p.m. on March 19, 2026. Submissions should be emailed to renee.charles@wacoisd.org.

The Board of Trustees will review submitted materials and will interview selected candidates at a special meeting. The individual appointed will serve until the next regular election in May 2027.

Administrative Recommendation(s):

Following discussion at a February 5, 2026, Special Meeting, this item is included for the board to review and discuss the proposed appointment timeline to fill the vacancy. The board is not required to take action on the timeline but should provide feedback on the dates listed.

In addition, based on a trustee’s request, the board will have the opportunity to vote on if the appointment process and timeline of interviews will be conducted completely in open session or with closed sessions utilized for interviews. In either scenario, any action on an appointment will be taken by the board in open session.