

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

Thursday, May 14, 2026 - 6:00 PM

A Regular Meeting of the Board of Trustees of Waco Independent School District will be held May 14, 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. Texas Science and Engineering Fair
 - 4.C. Future Educators State Competition
 - 4.D. Texas State Solo and Ensemble State Qualifiers
 - 4.E. UIL Academic Region Contest
 - 4.F. Community Partner Award
5. **Superintendent's Report**
 - 5.A. Graduation
 - 5.B. Summer School and Other Programs
 - 5.C. Waco ISD Education Foundation Enrichment Grants
 - 5.D. Teacher Incentive Allotment
6. **Information Items/Reports**
 - 6.A. Monthly Financial Reports for the Period Ended April 30, 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 Educational Software and Other School District Related Software
 - 7.E. Bid Award for Exclusive Beverage Contract

- 7.F. Purchases in Excess of \$50,000 Under Pre-Existing Bids, Purchasing Cooperatives or Allowed Professional Services
- 7.G. Compensation Modification for Child Nutrition Summer Feeding Program
- 7.H. Memorandum of Understanding (MOU) Between Waco ISD and Rapoport Academy Public School
- 7.I. Memorandum of Understanding (MOU) with Tarleton State University
- 7.J. Approval of Resolution Authorizing Dr. Tiffany Spicer to Serve on the Lone Star Investment Pool Board of Trustees
- 7.K. Board of Trustees Meeting Minutes
 - 7.K.1. April 16, 2026 - Workshop Meeting
 - 7.K.2. April 16, 2026 - Special Meeting
 - 7.K.3. April 23, 2026 - Regular Meeting
- 8. **Oath of Office**
- 9. **Review, Discuss and Take Appropriate Action on Contract for Virtual Schools**
Presenter: Dr. Melissa King-Knowles
- 10. **Review, Discuss and Take Appropriate Action on Bond Funded Strategic Initiatives**
Presenter: Jerry Allen
- 11. **Review and Discuss Priority 1 - 1.3 Create and Sustain Safe and Supportive Learning Environments**
Presenter: Dr. Suzanne Hamilton
- 12. **Review and Discuss Key Special Education Findings from the Texas Academic Performance Report (TAPR)**
Presenter: Nkechi Washington
- 13. **Review and Discuss Facility Renaming**
Presenter: Elizabeth Cox
- 14. **Announcements**
- 15. **Review and Discuss Potential Contracts on Real Property**
- 16. **Consideration of Personnel**
 - 16.A. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
 - 16.B. Hear a Complaint or Charge Against an Officer or Employee
- 17. **Consider, Discuss and Take Appropriate Action Regarding the Reorganization of the Board of Trustees**
 - 17.A. President
 - 17.B. Vice President
 - 17.C. Secretary
- 18. **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: May 14, 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 Waco ISD Board of Trustees' regular business meeting. For May, we have the pleasure of welcoming Mountainview Elementary students, Iris Horton, and Emilio Alvarado.

Texas Science and Engineering Fair

We are pleased to announce the significant achievements of Tennyson Middle School ATLAS students at the 2026 Texas Science and Engineering Fair (TXSEF), held March 27–28 at the Texas A&M University Student Recreation Center. Several student teams advanced to the state level and earned top honors in their respective categories.

These accomplishments highlight the academic rigor of the ATLAS program and the dedication of our educators. We would like to extend our commendations to Leslie Segura (TMS ATLAS Research Teacher) and Leslie Canon (TMS Librarian) for their exceptional work in preparing these students for the regional and state competitions. Their leadership continues to foster a culture of scientific inquiry and excellence within Waco ISD.

Future Educators State Competition

Waco ISD is proud to recognize our Future Educators for their participation in the Future Educators State Competition.

On February 26, 2026, a group of 34 dedicated students from the Future Educators Academy traveled to Dallas to participate in the Texas Association of Future Educators (TAFE) State Competition at the Teach Tomorrow Summit. They showcased their talents across 19 different categories, highlighting their exceptional skills, creativity, and potential as future educators.

By the end of the summit, the academy achieved remarkable success, earning 12 Gold, 11 Silver, and 19 Bronze awards. Impressively, 9 students in 6 categories have qualified to advance to the National Educators Rising Competition, scheduled for June 20–23 in Portland, Oregon.

Texas State Solo and Ensemble State Qualifiers

Waco High School and University High School are proud to announce that a combined total of 95 students participated in the UIL Solo and Ensemble Contest held in Temple this February. The students achieved an impressive total of 115 medals!

In addition, 24 students have qualified for the Texas State Solo and Ensemble Contest scheduled for May. Waco ISD is proud to congratulate these students for their hard work and dedication!

UIL Academic Region Contest

Congratulations to the University High School Speech Team for their outstanding performance at the UIL Academic Region Contest held in Prosper, Texas. This marks the fourth consecutive year that a student from University High School will represent the institution at the State Competition.

Community Partner Award

Waco ISD is excited to honor GG's FlowerHut, LLC as our community partner for May. Their long-standing commitment to our district has made a significant impact, and we feel incredibly fortunate to have such a generous and dedicated partner in their foundation.

Over the years, GG's FlowerHut has supported Waco ISD students in numerous ways, including:

- Prom Dress and Suit Giveaway: This initiative has provided students with prom attire for the past three years.
- Homecoming Mums Sponsorship: GG's FlowerHut generously sponsored mums for students with good attendance and no discipline referrals.
- Prom Corsages and Boutonnieres: GG's FlowerHut provided beautiful floral arrangements for our prom attendees.

- Floral Classes: GG's FlowerHut offers classes for students of all ages, including members of the 4-H Club and those interested in STEAM subjects.
- Workforce Hours: Students have gained valuable work experience through opportunities at the flower shop.
- Community Service Hours: Throughout the year, students can earn community service hours by participating in various projects.
- Customized Senior Baskets: In response to the challenges posed by the 2020 COVID pandemic, they created special gift baskets for our seniors.

We are deeply grateful for the lasting impact that GG's FlowerHut has made on the Waco community. Thank you for your unwavering support!

Fiscal Implications:

None

Administration Recommendations:

For discussion only

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: May 14, 2026

Contact Person: Sherry Smith

RE: Monthly Financial Reports for the Period Ended April 30, 2026

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Background Information:

Attached are the compiled April 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 periods ending April 30, 2026, as presented.



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

Sherry Smith
Acting Chief Financial Officer

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

May 11, 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 April 30, 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'.

Sherry Smith
Acting Chief Finance Officer

Comparison of Fiscal Year 2025-2026 Revenues and Expenditures to Previous Fiscal Year as of April 30, 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 April have decreased \$1,854,791 over last year and, as a percent of estimated revenue, are below last year's collections by approximately 1.50%. 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 \$55,465 or 29.78%. The overall loss in prekindergarten enrollment is 113 students or 14.5%.

5750 Extracurricular Activities – Revenues shown on the April report have decreased \$10,070 from last year or 33.37%. This decrease is primarily in football gate receipts and concession sales.

5810 Per Capita and Foundation School Program Revenue – Revenue has increased \$8.9 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 \$4.6 million is primarily due to the significant increase in teacher pay funded through the Teacher Retention Allotment.

12 Instructional Resources & Media – Expenditures have increased \$65,034 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 \$153,089 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. At the end of April total expenses comparing year to year have increased \$259,714 over last year.

34 Student Transportation Services – Expenditures have declined \$1,087,453 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 \$2,053,626 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, as the Board committed \$2.7 million in projects for Plant Maintenance and Operations at the August 28, 2025 board meeting.

53 Data Processing Services – Expenditures have decreased \$373,341, as compared to the previous year.

61 Community Services – The decrease of \$508,707 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 \$52,698 or 22% 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 increased in the amount of \$205,001, or 2.4%, as a result of an uptick in lunch participation. 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 \$622,806 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.

Debt Service Fund

Revenues:

5710 Local Property Taxes – Property tax collections at the end of April have decreased \$2,479,718 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 2.43%.

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 \$1,066,842 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 increased from the prior year in the amount of \$1,756.

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 April 30, 2026, revenues have exceeded expenditures by \$326,405. This improvement is due to the increase in employer contributions. Annual medical claims increased \$1,276,214 compared to annual medical claims through April 2025 and prescription drug claims decreased \$335,297 compared to the previous year. The following chart reflects net operations for the various programs accounted for in the fund:

Program	Revenues	Expenses	Net
Group Health Insurance	\$ 11,566,695	\$ 11,508,054	\$ 58,641
Unemployment Compensation	49,154	47,228	1,926
Workers’ Compensation	534,965	269,126	268,839
Total	\$ 12,150,813	\$ 11,824,408	\$ 326,405

Unemployment reflects claims for the quarter ended December 31, 2025. The April 30, 2026 claims has not yet been billed. The \$47,228 in claims is an increase of \$6,514 or 16% over last year. This increase demonstrates the impact of bus driver work calendars on unemployment activity.

Workers' compensation claims expenditures have decreased \$63,578 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 April 30, 2026

ASSETS

Cash and Temporary Investments	122,014,022
Property Taxes Receivable, Net of Allowance of \$1,362,782	1,942,709
Due from Other Governments	3,793,340
Accrued Interest	88,927
Other Receivables	83,359
Inventories	342,216
Deferred Expenditures	3,108
Total Assets	\$ 128,267,683

LIABILITIES

Accounts Payable	\$ 794,624
Other Current Liabilities	
Payroll Withholdings and Contributions Payable	1,684,364
Accrued Wages Payable	15,674,064
Due to Other Funds	4,943,615
Due to Other Governments	
Unearned Revenue	9,337
Total Liabilities	\$ 23,106,004

DEFERRED INFLOWS OF RESOURCES

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

FUND BALANCES

Nonspendable Fund Balance	\$ 345,324.88
Committed Fund Balance	316,660
Unassigned Fund Balance	102,556,985
Total Fund Balances	\$ 103,218,970
Total Liabilities and Fund Balances	\$ 128,267,683

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended April 30, 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 4/30/2026	Prior Year 4/30/2025	Current 4/30/2026	Prior Year 4/30/2025			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 64,323,431	64,323,431	360,212	385,081	62,325,338	64,180,129	(1,998,093)	96.89%	95.39%
5720 Services to Other Districts	75,000	75,000	9,879	9,202	71,491	64,831	(3,509)	95.32%	84.20%
5730 Tuition & Fees	130,000	130,000	9,855	19,470	80,011	161,532	(49,989)	61.55%	107.69%
5740 Other Local Revenue	3,306,080	2,438,631	437,063	383,319	3,812,602	2,890,081	1,373,971	156.34%	81.33%
5750 Extracurricular Activities	535,100	535,100	46,559	67,998	467,707	477,542	(67,393)	87.41%	125.87%
5760 Intermediate Source (C.E.D.)	342,600	342,600	-	-	377,372	401,567	34,772	110.15%	105.40%
Total Local Sources	\$ 68,712,211	67,844,762	863,568	865,069	67,134,521	68,175,682	(710,241)	98.95%	94.92%
STATE SOURCES									
5810 Per Capita & FSP Act	\$ 82,770,806	82,408,309	6,241,799	5,518,235	51,023,069	42,135,895	(31,385,240)	61.91%	58.32%
5820 Other State Program (TEA)	-	-	-	-	2,173	-	2,173	0.00%	0.00%
5830 Other State Program	8,022,521	8,022,521	591,634	599,591	4,789,552	4,746,062	(3,232,969)	59.70%	61.32%
Total State Sources	\$ 90,793,327	90,430,830	6,833,433	6,117,826	55,814,794	46,881,957	(34,616,036)	61.72%	58.61%
FEDERAL SOURCES									
5900 Federal Sources Revenue	2,969,400	2,969,400	382,838	91,713	981,298	4,184,903	(1,988,102)	33.05%	149.44%
Total Revenues	\$ 162,474,938	161,244,992	8,079,839	7,074,608	123,930,612	119,242,542	(37,314,380)	76.86%	77.12%
EXPENDITURES									
11 Instruction	\$ 93,906,052	94,091,769	8,966,007	8,435,733	67,526,673	62,877,503	26,565,096	71.77%	70.55%
12 Instructional Resources & Media	1,730,627	1,730,627	149,840	162,203	1,151,696	1,086,662	578,931	66.55%	73.57%
13 Curriculum & Staff Development	3,296,964	3,303,405	270,278	266,763	2,062,164	1,909,075	1,241,241	62.43%	58.02%
21 Instructional Leadership	3,236,966	3,245,798	285,745	277,591	2,124,938	2,093,055	1,120,860	65.47%	61.35%
23 School Leadership	9,450,823	9,816,676	920,791	874,015	6,704,627	6,279,967	3,112,049	68.30%	65.61%
31 Guidance, Counseling & Evaluation	7,661,768	7,674,851	697,439	699,224	5,341,689	5,081,974	2,333,162	69.60%	70.19%
32 Social Work Services	403,668	402,168	40,043	38,837	292,698	285,847	109,470	72.78%	63.61%
33 Health Services	1,651,775	1,682,448	162,003	163,292	1,172,228	1,225,609	510,220	69.67%	74.52%
34 Student Transportation	4,017,993	4,026,913	379,227	332,718	2,553,844	3,641,297	1,473,069	63.42%	60.58%
35 Food Service	-	-	-	-	-	21,157	-	0.00%	100.00%
36 Extracurricular Activities	5,770,086	6,115,084	413,053	412,212	4,084,821	3,924,885	2,030,263	66.80%	64.65%
41 General Administration	6,089,657	6,106,269	422,317	475,777	3,765,043	4,113,083	2,341,226	61.66%	60.20%
51 Plant Maintenance & Operations	20,563,018	26,982,487	1,291,598	1,202,158	15,075,623	13,021,996	11,906,864	55.87%	55.49%
52 Security & Monitoring Services	4,351,661	4,403,551	307,416	328,631	2,959,913	2,908,622	1,443,638	67.22%	71.11%
53 Data Processing Services	3,559,527	3,949,077	159,030	156,595	3,166,178	3,539,519	782,899	80.18%	73.33%
61 Community Services	581,856	254,756	10,794	85,698	168,712	677,419	86,044	66.22%	64.75%
71 Debt Service	480,710	681,814	28,882	26,801	420,500	271,465	261,314	61.67%	85.37%
93 Shared Services Arrangements	325,000	325,000	-	-	-	-	325,000	0.00%	0.00%
95 Juvenile Justice Program	708,000	708,000	-	-	527,571	512,299	180,429	74.52%	67.85%
97 Payments to Tax Increment Fund	108,580	108,580	-	-	99,503	76,822	9,077	91.64%	43.90%
99 Other Intergovernmental Charges	985,546	985,546	-	-	687,607	643,621	297,939	69.77%	68.84%
Total Expenditures	\$ 168,880,277	176,594,819	14,504,463	13,938,247	119,886,028	114,191,877	56,708,791	67.89%	66.75%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (6,405,339)	(15,349,827)	(6,424,624)	(6,863,639)	4,044,584	5,050,665	19,394,411		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	1,425,448	-	-	32,797,233	204,084	31,371,785		
8900 Other Uses	(298,171)	(298,171)	-	-	-	-	(298,171)		
Total Other Financing Source (Uses)	\$ (298,171)	1,127,277	-	-	32,797,233	204,084	31,073,614		
Total Changes in Fund Balances	\$ (6,703,510)	(14,222,550)	(6,424,624)	(6,863,639)	36,841,816	5,254,749	51,064,366		
Fund Balances, Beginning	50,940,275	66,377,153			66,377,153	65,148,265	-		
Fund Balances, Ending	\$ 44,236,765	52,154,603			103,218,970	70,403,014	51,064,366		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
GENERAL FUND
For the Period Ended April 30, 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 4/30/2026 6000	(Memo) Total Year-to-Date 4/30/2025 6000
11 Instruction	\$ 62,925,488	3,401,472	1,214,713	350,349	-	6,820	67,898,841	63,379,615
12 Instructional Resources & Media	1,079,643	-	69,677	10,809	-	-	1,160,128	1,089,433
13 Curriculum & Staff Development	1,834,824	155,884	30,457	102,873	-	-	2,124,039	1,967,329
21 Instructional Leadership	1,995,690	20,558	60,671	76,792	-	-	2,153,711	2,119,861
23 School Leadership	6,546,039	53,474	53,748	86,476	-	-	6,739,738	6,343,192
31 Guidance, Counseling & Evaluation	5,114,453	98,566	108,206	29,766	-	-	5,350,991	5,108,366
32 Social Work Services	288,574	-	93	4,104	-	-	292,772	285,969
33 Health Services	1,160,330	2,617	30,865	2,337	-	-	1,196,149	1,228,555
34 Student Transportation	2,439,667	83,173	508,120	(390,111)	-	11,736	2,652,585	3,788,006
35 Child Nutrition	-	-	-	-	-	-	-	21,157
36 Co/Extracurricular Activities	2,251,342	988,350	420,718	867,960	-	-	4,528,371	4,302,729
41 General Administration	2,716,566	638,518	197,954	353,637	-	-	3,906,675	4,271,831
51 Plant Maintenance & Operations	6,671,163	8,046,660	1,115,266	2,079,128	-	336,547	18,248,765	14,865,580
52 Security & Monitoring Services	2,152,933	394,734	244,216	39,284	-	337,094	3,168,260	3,190,469
53 Data Processing Services	1,088,474	238,251	1,463,425	14,531	-	458,885	3,263,566	3,984,235
61 Community Services	68,938	94,000	2,837	3,562	-	-	169,337	713,054
71 Debt Service	-	-	-	-	420,500	-	420,500	275,051
81 Facilities Acquisition & Construction	-	-	-	-	-	-	-	-
93 Shared Services Arrangements	-	-	-	-	-	-	-	-
95 Juvenile Justice Program	-	-	-	527,571	-	-	527,571	512,299
97 Payments to Tax Increment Fund	-	-	-	99,503	-	-	99,503	76,822
99 Other Intergovernmental Charges	-	687,607	-	-	-	-	687,607	643,621
Total Expenditures & Encumbered Funds	\$ 98,334,125	14,903,864	5,520,967	4,258,571	420,500	1,151,082	124,589,109	118,167,171

Waco Independent School District
BALANCE SHEET
CHILD NUTRITION FUND
As of April 30, 2026

ASSETS

Cash and Temporary Investments	\$ 9,322,347
Due from Other Governments	1,262,505
Accrued Interest	70,888
Due from Other Funds	923,807
Other Receivables	6,659
Inventories	-
Total Assets	<u>\$ 11,586,207</u>

LIABILITIES

Accounts Payable	\$ 1,455,984
Accrued Wages Payable	367,348
Due to Other Funds	-
Total Liabilities	<u>\$ 1,823,332</u>

FUND BALANCES

Restricted Fund Balance	\$ 9,762,876
Total Fund Balances	<u>\$ 9,762,876</u>
Total Liabilities and Fund Balances	<u>\$ 11,586,207</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended April 30, 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 4/30/2026	Prior Year 4/30/2025	Current 4/30/2026	Prior Year 4/30/2025				
REVENUES										
LOCAL SOURCES										
5740	Other Local Revenue	\$ 186,370	186,370	28,565	29,961	183,698	236,396	(2,672)	98.57%	363.69%
5750	Extracurricular Activities	650,435	650,435	61,301	72,640	411,931	540,933	(238,504)	63.33%	98.35%
	Total Local Sources	\$ 836,805	836,805	89,866	102,601	595,629	777,329	(241,176)	71.18%	126.39%
STATE SOURCES										
5820	Other State Program (TEA)	\$ 42,235	42,235	42,046	-	42,046	42,235	(189)	99.55%	108.29%
	Total State Sources	\$ 42,235	42,235	42,046	-	42,046	42,235	(189)	99.55%	108.29%
FEDERAL SOURCES										
5900	Federal Sources Revenue	\$ 10,763,972	10,763,972	1,255,262	856,989	8,820,638	8,615,637	(1,943,334)	81.95%	79.51%
	Total Revenues	\$ 11,643,012	11,643,012	1,387,175	959,589	9,458,313	9,435,201	(2,184,699)	81.24%	82.12%
EXPENDITURES										
35	Food Services	\$ 11,643,012	13,264,195	1,282,798	1,033,964	7,921,294	8,544,100	5,342,901	59.72%	61.52%
	Total Expenditures	\$ 11,643,012	13,264,195	1,282,798	1,033,964	7,921,294	8,544,100	5,342,901	59.72%	61.52%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	(1,621,183)	104,376	(74,374)	1,537,019	891,101	3,158,202		
OTHER FINANCING SOURCES (USES)										
7900	Other Sources	-	-	-	-	10,661	49,927	10,661		
	Total Other Financing Sources (Uses)	\$ -	-	-	-	10,661	49,927	10,661		
	Total Changes in Fund Balances	\$ -	(1,621,183)	104,376	(74,374)	1,547,680	941,028	3,168,863		
	Fund Balances, Beginning	7,320,007	8,215,196			8,215,196	7,704,506	-		
	Fund Balances, Ending	\$ 7,320,007	6,594,013			9,762,876	8,645,534	3,168,863		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
CHILD NUTRITION FUND
For the Period Ended April 30, 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 4/30/2026</u>	<u>Total Year-to-Date 4/30/2025</u>
	6100	6200	6300	6400	6600	6000	6000
35 Food Services	\$ 3,039,355	3,799,920	963,986	128,804	1,875,743	9,807,808	9,867,123
Total Expenditures & Encumbered Funds	<u>\$ 3,039,355</u>	<u>3,799,920</u>	<u>963,986</u>	<u>128,804</u>	<u>1,875,743</u>	<u>9,807,808</u>	<u>9,867,123</u>

Waco Independent School District
BALANCE SHEET
DEBT SERVICE FUND
As of April 30, 2026

ASSETS	
Cash and Temporary Investments	\$ 21,950,605
Property Taxes Receivable, Net of Allowance of \$423,355	565,184
Due from Other Governments	46,957
Total Assets	<u>\$ 22,562,746</u>
 LIABILITIES	
Accounts Payable	
Due to Other Funds	
Due to Other Governments	-
Unearned Revenue	-
Total Liabilities	<u>\$ -</u>
 DEFERRED INFLOWS OF RESOURCES	
Unavailable Revenues - Property Taxes	\$ 565,184
Total Deferred Inflows of Resources	<u>\$ 565,184</u>
 FUND BALANCES	
Restricted Fund Balance	\$ 21,997,562
Total Fund Balances	<u>\$ 21,997,562</u>
Total Liabilities and Fund Balances	<u>\$ 22,562,746</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended April 30, 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 4/30/2026	Prior Year 4/30/2025	Current 4/30/2026	Prior Year 4/30/2025			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 21,584,124	21,584,124	121,836	140,954	21,159,119	23,638,837	(425,005)	98.03%	100.46%
5740 Other Local Revenue	454,261	454,261	65,097	79,417	375,439	431,855	(78,822)	82.65%	407.41%
Total Local Sources	\$ 22,038,385	22,038,385	186,933	220,371	21,534,558	24,070,692	(503,827)	97.71%	101.83%
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	186,933	220,371	24,341,056	26,663,951	(1,570,669)	93.94%	102.57%
EXPENDITURES									
71 Debt Service	\$ 26,115,742	26,115,742	-	-	7,931,146	8,056,946	18,184,596	30.37%	31.05%
97 Payments to Tax Increment Fund	33,526	33,526	-	-	35,334	33,578	(1,808)	105.39%	73.00%
Total Expenditures	\$ 26,149,268	26,149,268	-	-	7,966,480	8,090,524	18,182,788	30.47%	31.12%
Total Changes in Fund Balances	\$ (237,543)	(237,543)	186,933	220,371	16,374,576	18,573,427	16,612,119		
Fund Balances, Beginning	5,334,388	5,622,986			5,622,986	3,964,079	-		
Fund Balances, Ending	\$ 5,096,845	5,385,443			21,997,562	22,537,506	16,612,119		

Waco Independent School District
Statement of Revenues, Expenses, and Changes in Net Position
Budget and Actual
For the Period Ended April 30, 2026

Proprietary Fund
Governmental Activities - Internal Service Fund

	Budget	<i>(Memo)</i>		<i>(Memo)</i>		Difference Budget to Current Year-to-Date	CY YTD As % of Budget	PY YTD As % of Budget
		Monthly		Year-to-Date				
		Current 4/30/2026	Prior Year 4/30/2025	Current 4/30/2026	Prior Year 4/30/2025			
Operating revenues:								
Employee contributions:								
Group health	\$ 3,882,886	302,505	\$ 313,933	2,412,727	\$ 2,501,796	(1,470,159)	62.14%	65.98%
Assessments to other funds:								
Group health	11,514,055	1,019,166	949,535	7,792,060	6,881,084	(3,721,995)	67.67%	63.08%
Unemployment	66,387	6,099	7,131	49,154	60,577	(17,233)	74.04%	84.02%
Workers compensation	781,564	65,775	75,208	534,965	620,914	(246,599)	68.45%	74.10%
Wellness Program	-	-	-	50,500	43,758	50,500	0.00%	87.52%
Prescription drug rebates	2,971,655	-	-	1,298,452	1,478,949	(1,673,203)	43.69%	66.36%
Insurance recovery	-	5,352	6,846	12,956	6,846	12,956	0.00%	0.00%
Total operating revenues	<u>\$ 19,216,547</u>	<u>1,398,896</u>	<u>1,352,654</u>	<u>12,150,813</u>	<u>11,593,924</u>	<u>(7,065,734)</u>	<u>63.23%</u>	<u>64.81%</u>
Operating expenses:								
Administrative fees	\$ 1,281,156	105,396	78,072	942,818	881,028	338,338	73.59%	63.02%
Claims expense:								
Medical claims	7,477,484	539,276	461,993	5,086,458	3,810,244	2,391,026	68.02%	52.60%
Prescription drug claims	8,186,098	542,224	524,122	4,134,687	4,469,984	4,051,411	50.51%	67.37%
Unemployment	75,177	-	-	47,228	40,714	27,949	62.82%	50.89%
Workers compensation	604,550	-	-	146,058	209,636	458,492	24.16%	33.86%
Stop-loss insurance	2,129,264	203,017	165,690	1,467,159	1,270,243	662,105	68.90%	67.52%
Wellness Program	-	-	-	-	38,478	-	0.00%	121.79%
Total operating expenses	<u>\$ 19,753,729</u>	<u>1,389,912</u>	<u>1,229,877</u>	<u>11,824,408</u>	<u>10,720,326</u>	<u>7,929,321</u>	<u>59.86%</u>	<u>59.93%</u>
Change in net position	\$ (537,182)	<u>8,983</u>	<u>122,777</u>	326,405	873,598	863,587		
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>2,368,420</u>	<u>2,513,848</u>	<u>(99,863)</u>		

Waco Independent School District
Statement of Net Position
Proprietary Fund
As of April 30, 2026

	Governmental Activities ----- Internal Service Fund
Assets	
Current assets:	
Due from other funds	\$ 3,579,752
Other receivables	-
Prepaid items-health insurance	602,287
Total assets	\$ 4,182,039
Liabilities	
Current liabilities:	
Accounts payable	151,283
Other current liabilities	\$ 1,662,336
Total current liabilities	\$ 1,813,619
Total liabilities	\$ 1,813,619
Net position	
Unrestricted net position	\$ 2,368,420
Total net position	\$ 4,182,039

Waco Independent School District
Statement of Cash Flows
For the Period Ended April 30, 2026

Proprietary Fund

	Governmental Activities ----- Internal Service Fund
Cash flows from operating activities:	
Cash received from employee contributions	\$ 302,505
Cash received from assessments to other funds	1,082,056
Cash received from prescription drug rebates	-
Cash received from insurance recoveries	5,352
Cash received from insurance for wellness plan	-
Cash payments for claims	(1,081,500)
Cash payments for stop loss premiums	(203,017)
Cash payments for professional and contracted services	(105,396)
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)	\$ 8,983
Effects of increases and decreases in current assets and liabilities:	
Increase in receivables	(1,454,550)
Decrease in prepaid items	5,220
Decrease in accounts payable	1,440,346
Net cash provided by operating activities	\$ (0)

Amendment #036: English Learners Department (Fund 199)

This amendment will reallocate funds from extra-duty and travel costs to the appropriate general supply and travel costs lines to cover the cost of general office supply needs as well as costs associated with employee mileage reimbursements under the appropriate function. 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	\$	644	Extra-duty/Overtime – Support Staff
Source of Funds	\$	1,000	Travel Costs – Employee Only
Use of Funds	\$	1,000	General Supplies & Materials
Use of Funds	\$	644	Travel Costs – Employee Only

Fund Balance Effect **None**

Amendment #037: G.W. Carver Middle School (Fund 199)

This amendment will reallocate funds from instructional extra-duty, student travel costs, extracurricular miscellaneous operating expenses and extra-duty for security to the appropriate extra-duty lines under the function for planning purposes and summer 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	\$	5,763	Extra-duty/Overtime – Professional
Source of Funds	\$	453	Travel Costs - Students
Source of Funds	\$	170	Miscellaneous Operating Costs
Source of Funds	\$	327	Extra-duty/Overtime - Security
Use of Funds	\$	3,356	Extra-duty/Overtime - Professional
Use of Funds	\$	3,357	Extra-duty/Overtime - Paraprofessional

Fund Balance Effect **None**

Amendment #038: Hillcrest PDS (Fund 199)

This amendment will reallocate funds from instructional extra-duty to the account codes to cover the cost other general supplies & materials, specifically desks, for new administrative staff positions. 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	\$	3,000	Extra-duty/Overtime – Professional
Use of Funds	\$	3,000	Other General Supplies & Materials

Fund Balance Effect **None**

Amendment #039: Mountainview Elementary School (Fund 199)

This amendment will reallocate funds from student and administrative travel to the appropriate function to cover the costs associated with summer travel for instructional staff and counselors. 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	Travel Costs - Students
Source of Funds	\$	740	Travel Costs – Employee Only
Use of Funds	\$	2,240	Travel Costs – Employee Only

Fund Balance Effect **None**

Amendment #040: Greater Waco Advanced Health Care Academy (Fund 497)

This amendment will reallocate funds from other general supplies and materials for counselors to the account codes to cover the cost other general supplies & materials for instructional purposes. 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	\$	3,300	Other General Supplies & Materials
Use of Funds	\$	3,300	Other General Supplies & Materials

Fund Balance Effect **None**

Amendment #041: Advanced Academics Department (Fund 199)

This amendment will reallocate funds from non-instructional professional development costs and extra duty for extra-curricular events to the appropriate account line to cover the purchase of instructional software. 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	\$	9,391	Non-Instructional Costs – Professional Dev
Source of Funds	\$	275	Extra-duty/Overtime – Extra-curricular
Use of Funds	\$	9,666	Other General Supplies & Materials

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

Board of Trustee Meeting Agenda Item

Date: May 14, 2026

Contact Person: S. Smith/A. Villanueva

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 ninety (192) responses for this initial bid. We received two (2) additional vendors this past month and has been attached for your consideration.

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:

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 two (2) additional new vendors for the Maintenance Supplies, Equipment, and Services bid, as presented.

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

Responding Supplier	City	State
Elliott Electric Supply	Waco	TX
Mid-Tex Frame & Axle, Inc.	Lorena	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
Central Wood Recycling	Waco	TX
Century HVAC Distributing	Dallas	TX
CF Supply, Inc.	Waco	TX
CheckSammy, Inc.	Plano	TX

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

Previously Awarded Vendors	City	State
Chevrolet of West (K&G Motors of West, Inc.)	West	Tx
Child's Play	Dallas	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
CS TECH SVC LLC	Azle	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
Hill Country Paints (Wendy Hui Anderson)	Waco	TX

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

Previously Awarded Vendors	City	State
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
Johnathan Zurcher	Temple	TX
Justin Seed Company	Justin	TX
Kinco Inc., Overhead Door Co of Waco	Waco	TX
Kitchen Guard of Central Texas (CTX Kitchen Services, LLC)	Hewitt	TX
Kykora Family Ford, Inc.	West	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
Leatham Family, LLC dba SymbolArts, LLC	Ogden	UT
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

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

Previously Awarded Vendors	City	State
R&R Tactical, LLC	Hewitt	TX
Ranger Security Solutions (Ranger Elite Management, LLC)	Temple	TX
RBO Technologies, LLC	Waco	TX
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
TRS Spray Equipment (Ted's Repair Services	Austin	TX
Truck Alignment Frame, LLC	Elm Mott	TX
Tuff Shed	Waco	TX
Tygg Roofing & Construction Company	Morgan	TX
UniFirst Corporation	Hewitt	TX
Unifirst First Aid & Safety	Earth City	MO

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

Previously Awarded Vendors	City	State
United Ag & Turf	Waco	TX
United Refrigeration, Inc.	Waco	TX
Versalift Southwest	Waco	TX
Virkim, Inc.	Hewitt	TX
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: May 14, 2026

Contact Person: S. Smith

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

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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 nine (9) responses during the past month. The recommended vendors will be added to our previously approved list of four hundred seventy-five (475) 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:

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 nine (9) 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

Connections Education LLC dba Pearson Virtual Schools USA (Connections Education, Inc.)

Company Name: Connections Education LLC dba Pearson Virtual Schools USA
Street Address: 509 South Exeter Street Suite 202
City, State, Zip: Baltimore, MD 21202
Contact Name: Seth McKinzie
Contact Phone Number: 479-366-8901
Contact Email Address: seth.mckinzie@pearson.com
Category of Service Provided: Other applicable service
Target Audience: Available to students across the state of Texas.
Describe all services offered: Pearson provides a full suite of services as part of its Connections Academy program. Services in Connections Academy school in Texas: Day-to-day oversight of the school: Highly qualified Texas-certified online teachers: Web-based curriculum & instructional program that meets standards at the state & national levels while integrating the industry-leading materials, texts & resources available. The grades 3-12 curriculum meets the TEKS standards. Grades K-2 are currently in the development phase with a goal of full TEKS alignment by the 2027-2028 school year. Curriculum is updated regularly, based on analysis of student performance on state standards as measured by state testing results & internal assessments. The program provides instruction throughout the lessons in both synchronous & asynchronous sessions. Teachers provide LiveLesson sessions, office hours, small-group interventions & one-on-one tutoring sessions throughout the week. Comprehensive EMS - Pearson Online Classroom is the platform for organizing & supporting the entire educational environment for the school. This web-based software delivers assignments & tracks activities whether conducted virtually or asynchronously while monitoring the completion of individual lessons as well as mastery of skills & knowledge, all under the watchful eye of administrators, teachers & Learning Coaches. Learning Coach is the parent or caretaker helping students with educational tasks. The school will have personalized access to the EMS through a branded registration page, login page & EMS menu bar. The following are benefits to Waco ISD: Increase reach across the state: Leverage Texas Connections Academy brand: Stay competitive: Increase awareness of Waco ISD options & community across the state through school outreach efforts: Provide another option to students as a district of "choice": Increase college & career readiness program offerings for students: No facilities or operational duties required.

Pricing: Implementing a new Connections Academy at Waco ISD would come at no cost to the district. Rather, a percentage of funding per enrolled student will be negotiated between Pearson & the District.

Math Mastery Movement

Company Name: Math Mastery Movement, LLC
Street Address: 5025 S Michigan Ave, Unit GS
City, State, Zip: Chicago, IL 60615
Contact Name: LaMailede Assata Moore
Contact Phone Number: 517-214-3553
Contact Email Address: assata@gmail.com

Category of Service Provided: Professional/Staff Development Training

Target Audience: Math Mastery Movement, LLC serves K-12 school districts, campus leaders, teachers, instructional coaches, intervention staff & students.

Describe all services offered: Math Mastery Movement, LLC provides academic consulting, professional development, instructional coaching, leadership support, high-impact tutoring, data analysis, curriculum support & other student-based contracted services for school districts, campuses, departments, educators & students. Services are provided on an as-needed basis & may be delivered on-site, virtually, or in a hybrid format. Our work is grounded in research-based instructional practices such as Teaching for Robust Understanding (TRU) & Math Mastery Movement’s proprietary GENIUS Model™.

Pricing: Pricing varies from \$2,500 to \$15,000 with Math Mastery Movement, LLC. Final pricing is confirmed in writing before services begin. Travel-related costs are billed separately unless specifically included in the agreed service fee.

Smith Media Company (SMC Entertainment LLC)

Company Name: Smith Media Company

Street Address: 3702 Frankford Rd #7208

City, State, Zip: Dallas, TX 75287

Contact Name: Cordney Smith

Contact Phone Number: 214-552-3029

Contact Email Address: cordney@smithmedia.company

Category of Service Provided: Educational Activity Provider for Students

Target Audience: Audience includes K-12 students, campus administrators, Fine Arts directors, Career & Technical Education (CTE) coordinators & Parent-Teacher Associations.

Describe all services offered: Smith Media Company provides student-based services, educational programs & event entertainment. Our two divisions are:1. Student-Based Enrichment & Educational Programs: Media Arts Pilot, designed to align with Career and Technical Education (CTE) objectives. Provide students with real-world experience in digital arts, media production, A/V technology & safe event execution. 2. Premium Event Entertainment & A/V Services: Turnkey, high-level entertainment for district & campus events with professional DJ & emcee services, full-scale audio/visual (A/V) setup & support, custom lighting & modern interactive photo booth activations.

Pricing: Pricing Varies for Smith Media Company based on the specific scope, duration, personnel requirements & technical equipment needed for each individual project. Prior to any service we provide the district or campus with a fully itemized quote for approval & purchase order generation. Discount: Smith Media Company offers a standard 10% Educational Discount off our base rates for all district, campus & student-based services Which will be reflected on quotes & invoices submitted to the district.

Upfront Solutions for Education

Company Name: Upfront Solutions for Education
Street Address: 2124 Tauber Ct.
City, State, Zip: Rockwall, TX 75087
Contact Name: Stacy Carpenter Ed.D. - Partner
Contact Phone Number: 214-803-0187
Contact Email Address: carpenter.stacy75@gmail.com
Category of Service Provided: Other applicable service
Target Audience: ARD meeting participants
Describe all services offered: We schedule, prepare & facilitate ARD meetings. We frontload FIE's for diagnosticians & speech evaluators. We serve in ARDs as educational interpreters so your staff can stay in classrooms & work with students.
Pricing: \$57 an hour

Coachman Educational Services, LLC

Company Name: Coachman Educational Services, LLC
Street Address: 1909 Running Deer Lane
City, State, Zip: Gunter, TX 75058
Contact Name: Andrea Coachman
Contact Phone Number: 940-727-8309
Contact Email Address: andrea@warrenin.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: K-12 ELAR teachers & teacher leaders, as well as K-8 Math teachers & teacher leaders
Describe all services offered: Professional development is customized to fit district needs. Our PD can support instructional materials, programs & pedagogy, while supporting PreK-12 learners. We thrive in a PreK-6 literacy environment, but can support all learners & content areas within a Curriculum & Instruction department. The core group of consultants assigned to the project will work together to create training materials & will debrief after training & coaching days to discuss similarities, differences, & "ah-has" of the campus culture/focus/drive, etc.
Pricing: Pricing Varies from \$500 to \$2,500 & if face-to-face or virtual.

Educational Renaissance

Company Name: Educational Renaissance, LLC
Street Address: 17113 Rushmore Dr
City, State, Zip: Westfield, IN 46074
Contact Name: Patrick Egan
Contact Phone Number: 630-450-1944
Contact Email Address: educationalrenaissanceblog@gmail.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: K-12 teachers
Describe all services offered: Teacher training in the practice of narration as well as how to implement core techniques from the book Teach Like a Champion.
Pricing: \$1500 for full-day training plus any travel & lodging expenses.

GentleWay Institute

Company Name: GentleWay Institute
Street Address: 634 W. Exchange St. #22202
City, State, Zip: Akron, OH 44302
Contact Name: Bert Griggs
Contact Phone Number: 330-333-9981
Contact Email Address: bert.griggs@gentlewayinstitute.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: School administrators, teachers, support staff & school resource officers
Describe all services offered: Practical & realistic conflict management, crisis prevention, non-restraint physical de-escalation & resilience & self-care training. Onsite & virtual sessions. GentleWay provides skill development aligned with district priorities for school safety, professional training & staff retention. Training-by-Design: interactive, scenario-based training using actual Waco ISD incident types so staff practice the exact verbal & non-verbal strategies they will use the next day on campus. Discovery & Personalization: development of district-specific roleplays & discussion topics &/or situations reflecting Waco ISD's most common or high-impact incidents across your schools. Periodic virtual training sessions: enhances skill reinforcing training & supporting higher staff confidence and reducing burnout.
Pricing: Pricing Varies based on Session type, Train-the-Trainer options, hourly consulting & printing cost.

Stephen Bolech

Company Name: Stephen Bolech
Street Address: 231 Westhill Dr.
City, State, Zip: Hewitt, TX 76643
Contact Name: Stephen Bolech
Contact Phone Number: 254-715-9196
Contact Email Address: Stephen.bolech@gmail.com
Category of Service Provided: Fine Arts Services (Band, Choir, Theater)
Target Audience: Attendees of the event
Describe all services offered: I will provide live sound reinforcement services for the Electrify Your Symphony Rhythm Rising event taking place on May 2 at University High School
Pricing: \$550 per half-day

Four Branches Contracting,

LLC

Company Name: Four Branches Contracting
Street Address: 541 Rio Azul
City, State, Zip: Pipe Creek, TX 78063
Contact Name: Renee Coffland, Owner
Contact Phone Number: 210-324-5877
Contact Email Address: renee@fourbranchescontracting.com
Category of Service Provided: Academic Educational Consultant
Target Audience: Four Branches serves public school districts, charter schools & educational institutions in Texas that require speech-language pathology services for students receiving special education support.

Describe all services offered: Four Branches provides contracted speech-language pathology services to school districts to support students receiving special education services. Including: Direct speech-language therapy Speech & language evaluations & reevaluations: IEP development, goal writing & progress monitoring: Participation in ARD/IEP meetings: Consultation with teachers, staff & parents: Compliance with federal, state & district special education guidelines: Documentation & service logs in accordance with district expectations.

Pricing: Four Branches pricing: Speech-Language Pathologist (SLP)- \$85 per hour: Bilingual Speech-Language Pathologist-\$95 per hour. No additional fees are charged for standard services unless otherwise agreed upon in writing.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date May 14, 2026

Contact Person: S. Smith/J. Allen

RE: Bid Award for Education Software and Other School District Related Software

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Background Information:

Request for Proposal, RFP # 24-1277, Educational Software and other School District Related Software, have been received for the purpose of creating a list of vendors which can provide software needs for the District on an as needed basis. We have previously received seventy-six (78) responses for this initial bid. We received one (1) additional vendor this past month which have been attached for your consideration.

In an effort to allow for maximum participation with our Educational Software and Other School District Related Software 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 following FASRG excerpt:

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 one (1) additional vendor for the Educational Software and Other School District Related Software, as presented.

Educational Software and Other School District Related Software
Vendors May 2026

Responding Supplier	City	State
School Rewards Me, LLC	St. George	UT
Previously Responding Supplier	City	State
806 Technologies, Inc.	Plano	TX
Accelerate Education	Anthem	AZ
AGIrepair, Inc.	Greensburg	PA
Beable Education, Inc.	Lakewood	NJ
Blueprint (Spotlight Series Holdings)	Miami Beach	FL
BrainPOP LLC	New York	NY
Cengage Learning, Inc.	Mason	OH
Cignition, Inc.	Portola Valley	CA
Curriculum Associates, LLC	North Billerica	MA
Cyber Workforce (Coherent Cyber Education, LLC	Dallas	TX
Demi Woods, LLC	Austin	TX
Different Roads to Learning	New York	NY
Discovery Education, Inc.	Charlotte	NC
eCampus Systems (Figtree Technologies Inc)	McKinney	TX
E-Control Systems, Inc.	Sherman Oaks	CA
Edmentum, Inc.	Bloomington	MN
Education Advanced, Inc.	Tyler	TX
Edusmart (Learn-Ed)	Austin	TX
Encyclopaedia Britannica Inc.	Chicago	IL
Essential Skills (Essential Skills Software Inc)	Aurora	ON
ExploreLearning, LLC	Dallas	TX
Flinn Scientific, Inc.	Batavia	IL
Footsteps2Brilliance, Inc.	Washington	DC
FSS Software Topco LP (Follett Software, LLC)	McHenry	IL
GraceNotes, LLC.	Houston	TX
Hatch, Inc.	Winston Salem	NC
Heinemann (Greenwood Publishing Group LLC)	Portsmouth	NH
Houghton Mifflin Harcourt Publishing	Geneva	IL
I Support Learning, Inc.	Olathe	KS
iDismiss, LLC	Dallas	TX
Imagine Learning LLC	Tempe	AZ
Innovative Learning Concepts Inc.	Colorado Springs	CO
Insignia Software Corporation	Edmonton	AB
IXL Learning, Inc.	San Mateo	CA
Journeyed.com, Inc.	Allen	TX
Lab Resources, Inc.	Tomball	TX
Learning 2020 dba Penda Learning (Penda Learning)	Loveland	CO
Learning A-Z, LLC	Dallas	TX
Learning Without Tears	Cabin John	MD
Lexia Learning Systems LLC	Concord	MA
Lone Star Learning (Lone Star Learning Sales & Marketing, Inc.)	Lubbock	TX
MindRise Learning	Driftwood	TX
MobyMax (MobyMax Education, LLC)	Pittsburgh	PA

RFP # 24-1277
 Educational Software and Other School District Related Software
 Vendors May 2026

Previously Responding Supplier	City	State
MPS, c/c Bedford, Freeman & Worth Publishing Group (Macmillan Holdings, LLC)	New York	NY
Myriad Sensors, Inc	Brentwood	TN
NoodleTools, Inc.	Pala Alto	CA
Perch (Catalyft Labs, Inc.)	Cambridge	MA
Perfection Learning Corporation	Logan	IA
Planbook, Inc.	Yorkville	IL
PROGRESS LEARNING LLC	Atlanta	GA
Reading Horizons (HEC Software, Inc.)	Kaysville	UT
Renaissance Learning	Wisconsin Rapids	WI
Rhythm Monster, LLC	Prairie Grove	AR
Romeo Music	Coppell	TX
Rosen Classroom Or Rosen Digital OR Jackdaw Publications (Rosen Publishing Group, Inc.)	New York	NY
Rosetta Stone LLC	San Mateo	CA
Savvas Learning Company	Paramus	NJ
ScholasticInc.	New York	NY
School AI, Inc.	Lehi	UT
SchoolsPLP	Phoenix	AZ
Shafferware Technologies, LLC	Austin	TX
ShareWay, Inc,	San Francisco	CA
Sirius Education Solutions (Sirius Education Solutions LLC)	Austin	TX
Stats Medic, LLC	Grand Rapids	MI
STEMfinity, LLC	Boise	ID
Summit K12 Holdings Inc.	Austin	TX
Super Duper Publications (Super Duper Inc)	Greenville	SC
Teachers Discovery	Auburn Hills	MI
Teaching Strategies, LLC	Bethesda	MD
Telo AI, Inc.	Miami Beach	FL
The Writing Academy, LLC	Kemah	TX
ThinkCERCA.com, Inc.	Chicago	IL
Three Minute Theory (TTT United, LLC)	Oceanside	NY
TOPTALENT LEARNING	Plano	TX
TouchhMath Acquisition LLC (TouchMath LLC)	Colorado Springs	CO
Vernier Science Education (Vernier Software & Technology Inc.)	Beaverton	OR

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: May 14, 2026

Contact Person: S. Smith/L. Williams

RE: Bid Award for Exclusive Beverage Contract

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Background Information:

Request for Proposals, RFP # 26-1310, Exclusive Beverage Contract, has been opened and evaluated for the purpose of awarding a contract for an exclusive beverage agreement with the Waco Independent School District.

In exchange for monetary consideration, this contract will require the district to have an exclusive relationship with one bottling company for all bottled/canned beverages consumed on district property. This contract specifically excludes items used for the Child Nutrition Program, water, and fresh brewed tea and coffee.

While we reached out to Coca-Cola, Pepsi, and Dr. Pepper beverage companies, we received only one (1) response for this request for proposals. That proposal was from The American Bottling Company (Dr. Pepper).

Even with the one proposal, an evaluation was still completed by the Athletic Department. A pricing worksheet, consisting of the monetary donation schedule and the scoring detail are attached for your review.

In addition to Dr. Pepper, other products covered under this agreement Seven-Up, Sunkist, A&W, Squirt, Hawaiian Punch, RC Cola, Canada Dry, Big Red, Snapple teas and juices, Deja Blue, Core Sport Cap, Polar Seltzer, Electrolit, and Bai.

The proposed agreement with The American Bottling Company will commence on June 1, 2026 and continue to be valid for a five-year term, expiring on May 31, 2031. If mutually agreeable, this award may be renewed for three (3) additional one (1) year periods.

Fiscal Implications:

The cost of these products will be charged to the appropriate campus/departmental budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the recommendation for exclusive beverage contract with The American Bottling Company (Dr. Pepper), as presented.

RFP # 26-1311
 Exclusivce Beverage Contract
 Pricing sheet

Vendor	Initial Monetary Donation to Waco ISD	Annual Recurring Monetary Donation to Waco ISD - Years 2-5	Annual Recurring Monetary Donation to Waco ISD - Years 6-8	Annual in-Kind Monetary Amount to Waco ISD	Annual Number of Free Cases
The American Bottling company/Dr. Pepper	\$ 60,000.00	\$ 20,000.00	\$ 30,000.00	\$ 7,500.00	250

Supplier Scoring Summary

26-1310 - Exclusive Beverage Contract - Scoring Round

Supplier			Rank	Score	Initial Monetary Donations	Annual Monetary Donations	Price per Case	Experience doing business with Waco ISD	Experience doing business with other school districts	Based on External References	Meets the needs of the district
					20.00	20.00	10.00	5.00	15.00	20.00	10.00
The American Bottling Company	1	97.00			19.00	18.00	10.00	5.00	15.00	20.00	10.00

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: May 14, 2026

Contact Person: S. Smith

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

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Background Information:

In April 2020, the Board approved a change in Board Policy CH (Local) that requires all purchase requests over \$50,000 to be approved by the Board of Trustees prior to being made. These purchases will be made under a pre-existing bid or purchasing cooperative. The following purchase requests have been made as of April 30, 2026:

Waco ISD Existing Bids:

1. HMH: \$97,440.00 – Professional Development Texas into Reading in Person 6-hour sessions Grades K-5 - Instructional Materials & Classroom Supplies, Bid # 25-1295.
2. Edmentum: \$162,832.05 – District-Wide Licenses Courseware: Comprehensive Library, Clever-SIS Integration, Courseware/Exact Path - Instructional Materials & Classroom Supplies, Bid # 25-1295.

Purchasing Cooperatives:

3. ParentSquare: \$87,920.00 – Mass communication platform for the district – TIPS Contract # 230105.
4. Culinary Depot: \$96,423.55 – Share Cart Equipment for Child Nutrition Services -BuyBoard Contract # 789-25.
5. Capstone Mechanical: \$749,858 – Optimizations and chiller replacement at Cedar Ridge ES -BuyBoard contract # 720-73 (SECO loan purchase).
6. Capstone Mechanical: \$623,728 – Optimizations and chiller replacement at Dean Highland ES -BuyBoard contract # 720-73 (SECO loan purchase).

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: May 14, 2026

Contact Person: S. Smith

RE: Compensation Modification for Child Nutrition Summer Feeding Program
=====

Background Information:

The District has participated annually in the United States Department of Agriculture/Texas Department of Agriculture’s Seamless Summer Operation (SSO) Summer Feeding Program. This program serves free lunch and breakfast to any child age 18 and under. Last year the district provided meals to twenty-two (22) locations, including all Waco ISD summer school sites. We currently anticipate providing meals to twenty-three (23) sites during this upcoming summer.

It has been increasingly difficult to adequately staff the Summer Feeding Program. The District hopes to eliminate that difficulty by offering our Child Nutrition staff an additional \$3.00 per hour as an incentive to work through their summer break. The Summer Feeding Program is set to run from May 26, 2026-August 7, 2026.

This modification will be included in the upcoming compensation plan for the 2026-2027 school year.

Fiscal Implications:

The total cost of these services will be applied to the National School Breakfast and Lunch School Fund. This hourly rate increase will cause an impact of less than \$10,000 to the Child Nutrition Program.

Administrative Recommendation(s):

The Administration recommends that the hourly rate for Child Nutrition staff who work the Summer Feeding Program be increased \$3.00/hour, as presented.

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: May 14, 2026

Contact Person: Dr. Suzanne Hamilton

RE: Memorandum of Understanding (MOU) between Waco ISD and Rapoport Academy Public School

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Background Information:

Waco Independent School District is seeking to enter into a formal Memorandum of Understanding with Rapoport Academy School. This agreement is intended to serve a public purpose by promoting the safety and security of students and staff for both organizations during emergencies. Both Waco ISD and Rapoport Academy recognize that, based on their proximity, we each have facilities capable of assisting one another directly as a reunification or evacuation site.

Rapoport Academies, Meyer High School, and Quinn Middle School are located at 1020 Elm Ave in Waco, Texas. These campuses are located near two Waco ISD campuses: J.H. Hines Elementary at 301 Garrison Street and Wiley Opportunity Center at 1030 East Live Oak Street. Each site can be used as a reunification location.

Rapoport Academy 2nd-4th Elementary School is located at 2200 MacArthur Drive, near WISD’s Dean Highland Elementary School at 3300 Maple Ave, and will be used as a reunification location.

Rapoport Academy Pre-K-1st Elementary School is located at 2000 JJ Flewellen Road in Waco, Texas, near two WISD campuses: G.W. Carver Middle School at 1601 JJ Flewellen Road and Greater Waco Advanced Manufacturing Academy (GWAMA) at 2401 JJ Flewellen Road. Each site can be used as a reunification location.

Fiscal Implications:

None

Administration Recommendations:

The Administration recommends that the Board of Trustees approve the memorandum of understanding between Waco ISD and Rapoport Academy Public School, as presented.

**Waco Independent School District
MEMORANDUM OF UNDERSTANDING**

This Agreement is made and entered into by and between Waco Independent School District (hereafter, WISD) and Rapoport Academy Public School (hereafter, RAPS).

RECITALS

WISD desires to enter into a Memorandum of Understanding (Agreement) with RAPS.

WISD finds that entering into such an Agreement with RAPS serves a public purpose and promotes the safety and security of Students and Staff members of both organizations.

NOW, THEREFORE, WISD and RAPS, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I. Organization

RAPS is a public school organization that serves students from Pre-K 4 through the 12th grade. The organization has facilities near the WISD campuses. According to the 2025 Texas Academic Performance Report (TAPR), they have approximately 900 students across 3 campuses. The local Director of Facilities and Safety is the key person at RAPS who provides the WISD response in a given locale.

II. Recognition

WISD recognizes that RAPS has facilities capable of assisting WISD directly as a reunification or evacuation site. WISD recognizes that its facilities can assist RAPS directly as a reunification or evacuation site.

Rapoport Academies, Meyer High School, and Quinn Middle School are located at 1020 Elm Ave in Waco, Texas. These campuses are located near two Waco ISD campuses: J.H. Hines Elementary at 301 Garrison Street and Wiley Opportunity Center at 1030 East Live Oak Street. Each site can be used as a reunification location.

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RAPS and WISD recognize their duty to help prepare, safeguard, and protect the citizens and

property of RAPS and WISD from the effects of disasters through effective planning, preparation, response, and recovery.

III. Principles of Cooperation

So that communication resources of WISD and RAPS may be coordinated and utilized to the fullest advantage during disasters, emergencies, and public-service related situations, and to the extent permitted or required by law and regulation, WISD and RAPS have agreed that each organization shall:

1. Encourage ongoing liaison with the other organization, urging members of both organizations to develop increasingly effective communication and cooperation.
2. Work together to develop emergency plans, training exercises, and a heightened state of preparedness.
3. Work together during disasters or emergencies to meet the district's needs.
4. Work within its own lines of authority and respect others' lines of authority.
5. Strive to distribute copies of and publicize this agreement through channels to its own members, and to other organizations, both public and private, which may have an active interest in disaster relief.
6. Work with local law enforcement agencies to establish a mutually acceptable means of identification for volunteers providing services hereunder, to develop an identification that local law enforcement agencies will honor during disasters and emergencies.
7. Understand that this Agreement is not exclusive, and any signee to this document may enter into similar local agreements with other disaster assistance-related agencies/organizations.
8. WISD will not incur or reimburse any expenses pertaining to this agreement or the parties involved.
9. Acknowledge that each Party intends that transportation, food, housing, and any expense incurred by either Party shall be the responsibility of the Party that incurs the expense.
10. Acknowledge that each Party intends to supply the best that can be applied accommodations and necessities during activation, but agree that such may not be the priority during activation, and such cannot be assured.

IV. Implementation

This Agreement shall take effect upon its signing by authorized representatives of WISD and of RAPS. It shall remain in effect for a period of five years.

This Agreement may be amended by mutual agreement of both parties, and it is understood by both parties that at any time this Agreement may be terminated by providing a 30-day written notification from either party to the other.

Six months before termination, the parties shall meet to review the Agreement's progress and success and determine whether to extend it for an additional five years. In no event shall any

single extension of this Agreement be for a term exceeding five years.

V. Miscellaneous

1. **Powers** — This Agreement does not create a partnership or a joint venture, and neither Party has the authority to bind the other.
2. **Responsibility for Acts.** Each Party shall be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its officers, employees, or agents, arising out of or in connection with this Agreement. To the extent authorized by the Constitution and laws of the State of Texas, neither Party shall be required to indemnify, defend, or hold harmless the other Party, its officers, employees, or agents, for any claims, lawsuits, or damages arising out of the other Party's own negligent acts or omissions.
3. **No Waiver of Immunity** - Both parties reserve, and do not waive, their respective rights of immunity and similar rights, and do not waive their rights under the Texas Tort Claims Act. Neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.
4. **Limitations of Remedies and Funding-** RAPS understands and agrees that WISD has certified no funds under this Agreement, and RAPS shall have no cause of action whatsoever for money against WISD under this Agreement, irrespective of the nature thereof. RAPS's sole remedy for breach of any provision of this Agreement is termination of the Agreement
5. **Governing Law and Venue** - This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any suit or proceeding relating to this Agreement shall be brought in the state and federal courts located in McLennan County, Texas.

IN WITNESS WHEREOF, this instrument has been executed on behalf of _____ by a duly authorized representative of Same, and on behalf of _____ by an authorized representative of Same.

PARTNER

By: Alexis Neumann

Print Name



Signature

Title: Superintendent

Date signed: 4-1-2026

PARTNER

By: _____

Print Name

Signature

Title: _____

Date signed: _____

Waco Independent School District

Board of Trustees Meeting Agenda

Date: May 14, 2026

Contact Person: Dr. Ronnita Carridine

RE: Memorandum of Understanding (MOU) with Tarleton State University

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Background Information:

In June 2025, the Texas legislature passed House Bill 2, which established the Preparing and Retaining Educators through Partnerships (PREP) Program Allotment, a sustainable formula-funding model designed to strengthen the teacher pipeline across Texas. A primary goal of the legislation is to provide teacher candidates with high-quality job-embedded training through year long Teacher Residencies. Tarleton State University serves as a TEA accredited EPP partner in this initiative and has a history of partnering with Waco ISD for teacher residencies.

The purposes of the partnership:

- Official partner for Texas Strategic Staffing model for Teacher Residents
- Recruit and retain highly-qualified teachers, both internal and external candidates
- Support Waco ISD’s Grow Our Own Program and strengthen teacher pipeline

Fiscal Implications:

No fiscal implications at this time.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the partnership and MOU with Tarleton State University, which will support future Grow Our Own cohorts.

Memorandum of Understanding between Tarleton State University & School District

The purpose of this Memorandum of Understanding (MOU) is to formalize a collaborative partnership between Tarleton State University (hereinafter "TSU") and Waco Independent School District (hereinafter "District") to prepare, support, and retain highly effective teachers through a year-long residency model. The partnership supports the development of teacher candidates while strengthening the district's educator pipeline in alignment with Texas Education Agency (TEA) residency goals.

Key Goals of Quality:

Teacher preparation leaders and school district partners work together to:

Goal One: Develop teacher candidates who are well-prepared to meet the needs of all learners.

Collaboratively

- TSU and District will utilize the following: (1) A rubric of instructional effectiveness; (2) An instrument to measure K-12 students' attitudes about learning (e.g. student perception survey); and (3) District's standardized student achievement test scores for *value-added analysis*.
- TSU and District will implement formative classroom walkthroughs to monitor and support teacher candidates' ongoing progress. Site Coordinators will conduct a minimum of four (4) walkthroughs each semester during the residency. Data and feedback from walkthroughs will be shared with teacher candidates and cooperating teachers along with recommended next steps.
- TSU and District will use extended student teaching experiences to ensure candidates experience the full school year (e.g. 3 days in the first semester, 4-5 days in the second semester). Collective outcome data will guide scaling and continuous refinement of Year-Long Teacher Residency.
- TSU and District will recruit, select and train highly effective cooperating teachers and specifically implement a co-teaching model during the residency.

TSU

- TSU will measure teacher candidates' degree of classroom instructional competencies around a common, programmatic framework of teaching excellence.
- TSU will require all faculty who teach and/or evaluate teacher candidates to be successfully certified on the performance-based rubric annually. This action fosters program rigor and significantly increases the probability of inter-rater reliability.
- TSU will ***benchmark progress monitoring measures*** to ensure teacher candidates' timely growth throughout the teacher education program. Proficiency areas may include a) content-area, b) pedagogical content knowledge, c) pedagogical skills, and d) technology integration. Faculty will create interventions as needed for teacher candidates based on progress reviews.
- TSU will review and revise as needed the structure, content, scope and sequence of teacher education program courses and *embedded assessments* to ensure that teacher candidates are making expected ***benchmark*** progress.

- TSU will continuously refine the role of *Site Coordinators*, teacher education faculty members assigned to a cohort of teacher candidates as overall program coordinators, district liaisons, instructors, and clinical coaches.
- TSU will continuously refine the *POP clinical learning cycle* (i.e., pre-conference, observation, post-conference) with at least two cycles per semester during the residency (student teaching) year.
- TSU will continuously refine the use of programmatic *video capture* to foster teacher candidates' self-reflection and strong teaching skills.

District

- District will select campuses and ensure leadership buy-in to support strong placements and show responsiveness to district needs.
- District will provide a classroom and/or meeting space for the training of teacher candidates and cooperating teachers in the collaborative teacher preparation program.

Goal Two: Demonstrate commitment to using data for continuous improvement.

Collaboratively

- TSU and District will have the opportunity to utilize the Tarleton Educator Portal to monitor teacher candidate progress.
- TSU and District will share data in accordance with the applicable federal, state and local laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).
- No Party shall transfer to any third party, including funders, any personally identifiable information or any data or information the transfer of which would violate any applicable federal, state, or local laws.

TSU

- TSU will incorporate the use of video capture and sharing technology (i.e., iPads, SWIVL) to enable “second scoring” of teacher candidates’ performance-based assessments each semester to ensure scoring rigor and inter-rater reliability in the assessment of observed teaching effectiveness. All faculty members providing instruction in the teacher education program will be trained and certified in the performance rubric and participate in second scoring.
- TSU will continuously refine an evaluation reporting process (e.g., “Data Day”). Reports will provide cross-program (e.g., elementary, secondary) comparisons including cohort-level data to inform curriculum decisions, course instruction, district-level governance meetings, site coordinator and cooperating teacher training topics, and teacher candidate development experiences/approaches.
- TSU will analyze all Project Data and ensure its reliability in accordance with all laws.
- Completer Data
 - Candidate feedback (i.e. graduate exit survey), and
 - Evidence of program completer proficiency, including:
 - Attitudinal measures (e.g., survey data from program completers, hiring principals, students, parents)

- Observational measures (where possible)
- Outcome-based measures
- Program completer demographics
- Program completer employment information
- Program completer retention rates

District

- District will allow the use of video capture of teacher candidate practice for self-reflection purposes. Video supports candidate reflection and data-driven growth.
- District will support the twice-yearly administration of a K-12 student perception survey about the effectiveness of the teacher candidate. This survey provides data for continuous improvement and program evaluation.
- When possible, provide masked K-12 student achievement data linked to new teachers within the partner district to compare the value-added impact of graduates. This is part of data sharing for program evaluation and outcome measures.
- District will share relevant Teacher Candidate and program completer data to enable TSU to evaluate and assess progress. Shared data supports continuous improvement and demonstrates responsiveness to district workforce needs.

The Completer Data will include:

- Initial Employment Rates of Program Completers;
- Retention Rates for Program Completers;
- Measures of effective teaching for Teacher Candidates, including data derived from attitudinal, observational, and outcome-based assessments

Goal 3: Ensure teacher educators are effective in preparing novices to work with all students.

TSU

- TSU, especially deans, chairs and other administrative leaders in the university, will hold to high-fidelity implementation of teacher educator roles (e.g., Site Coordinators, course instructors, etc.) and expectations (e.g., as assessed in the Program Review Process).
- TSU will actively engage in Design-based Research PLC Teams that iteratively hone programming and teacher candidate outcomes across a range of curriculum, instruction and clinical processes.
- TSU, specifically deans, chairs and other administrative leaders in the university, will enact annual “Program Improvement Contracts” with teacher preparation program faculty that lay out deliverables such as results-oriented professional development and specific program improvements emanating from program review processes.
- TSU will participate in Curriculum design and development experiences to ensure continuous improvement of curriculum that promotes a candidates’ ability to teach rigorous PK-12 standards (e.g. via syllabi revision, coursework review and adaptation, and facilitation coaching).

District

- Support the placement of a university “Site Coordinator” within a pod of partner district schools to oversee and support the development of teacher candidates. The Site Coordinator’s effectiveness depends on district collaboration and access.

Goal Four: Respond to K-12 school systems and the communities they serve.

Collaboratively

- TSU and District will use the school-university teacher education collaboration agreement to collect data and address teacher education programming to specific areas of educator need in the partner districts (e.g., STEM, Special Education, Secondary, English Language Learners, and Bilingual).
- As part of the Agreement, school-university collaboration leaders will actively participate in quarterly shared governance and annual collaboration evaluation meetings.

Outcome Measure

All students are required to complete the following activity as part of their coursework during the residency program.

• Implementation of the Colorado SPS K-12 Student Attitudinal Measure

- To assess the impact of Student Teachers on the learning attitudes of the K-12 students that they teach, the Student Perception Survey will be used twice during the student teaching experience: 1) once as a diagnostic measure approximately one month into student teaching, and 2) a second time as an outcome measure at the end of student teaching.
- The SPS is used in a manner that permits linkage of K-12 student responses, student demographic information and student classroom benchmark achievement results to individual teacher residents. Using the survey twice during the yearlong teacher residency (extended clinical experience) is for the purpose of making teacher candidates aware of the attitudes of their students and for creating and implementing a targeted intervention plan for improving the achievement of the lowest performing students (i.e., after SPS scores have been correlated with classroom assessment and district benchmark assessment data). The second administration of the SPS is for the purpose of providing data to show the impact of efforts to improve students’ attitudes about learning as well as their actual academic achievement.

Amendment and Termination

This Agreement may be modified or amended in writing by mutual agreement and signed by both Parties, and such amendments shall become part of, and shall be attached to this Agreement. This Agreement may also be terminated by any Party upon ninety (90) days written notice to the other Parties. Should this Agreement be terminated, the Parties shall anticipate that all reasonable

steps will be taken to ensure that such termination will not be prejudicial to any activity or program already commenced and under implementation.

Counterparts

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

IN WITNESS WHEREOF, each Party has caused this Memorandum of Understanding to be executed by its authorized representative and dated as stated below.

Independent Contractor. District or District's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Agreement. District or District's employees, representatives, agents and any subcontractors shall not be employees of the University. Should District subcontract any of the services required in this Agreement, District expressly understands and acknowledges that in entering into such subcontract(s), the University is in no manner liable to any subcontractor(s) of District. In no event, shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.

Insurance. Both parties acknowledge that the other is governed by the Texas Tort Claims Act, which sets forth certain limitations and restrictions on the type of liability and the type of insurance coverage that can be required of the parties hereto. The parties hereto represent to the other that it either has insurances policies in place or sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act. The parties further represent to the other that it either has workers' compensation insurance in the amount required by statute or is entitled to self-insure for workers' compensation coverage under Texas law and has elected to do so.

Agreement Term. The term of this Agreement is November 24, 2025 through August 31, 2030. This Agreement may be renewed annually, if agreed to in writing prior to the end of the initial or then current term, by the parties executing an agreement amendment each year.

Loss of Funding and Commitment of Current Revenue. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to University as a result of such termination, including early termination charges. University will have the right to collect and retain payment for services rendered to District through the termination date but shall not be entitled to any early termination charges.

Entire Agreement Modifications. This Agreement supersedes all prior agreements, written or oral, between University and District regarding the subject matter herein and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not

be waived, modified amended or altered except by a written amendment signed by District and University.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18(b), Texas Education Code, venue for a state court suit filed against the Texas A&M University System, any member of the Texas A&M University System, or any officer or employee of the Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Erath County, Texas.

Waivers. No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any provisions of this Agreement shall impair any such right or power or to be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigned and successors.

Notices. All notices, consents, approval, demands, request or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Waco Independent School District:
501 Franklin Avenue
Waco, TX 76701

If to University:
Educator Certification & Academic Services
Box T-0790
Stephenville, TX 76043

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

Student Confidentiality. Both parties acknowledge a legal obligation to maintain the confidentiality and privacy of its student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Both parties agree to comply with FERPA and safeguard student information. University may not re-disclose student records to a third party without prior written consent from the District eligible student. University will destroy any student information received from District when no longer needed for the purposes listed in this Agreement.

No Waiver of Immunities. Neither party waives any of its immunities from lawsuit or damages, or both, as provided by Texas law, as public institutions, whether granted by constitution, common law or statute, and nothing contained in this Agreement or any action required of either party by this Agreement shall be interpreted to be such a waiver. Neither the execution of this Agreement by the parties nor any other conduct of any representative of either party relating to the Agreement shall be considered a waiver of governmental immunities available to the parties. NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

Counterparts, Number/Gender. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

Dispute Resolution. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Contractor under the Agreement. If the Contractor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the Agreement for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

Force Majeure. Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).

Public Information Act. Both parties acknowledge that that the other is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code (the "PIA"), in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Use Of Name. Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party] (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

Compliance with Laws. Each party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

Expenses. Unless otherwise noted in this Agreement, each Party will be responsible for its own costs and expenses incurred in connection with the undertakings contemplated in this Agreement. Performance. Failure of the University to insist upon strict performance of the provisions of this Agreement will not constitute a waiver of any of the provisions of this Agreement.

Non-Assignment. District will neither assign its rights nor delegate its duties under this Agreement without the prior written consent of University.

Accreditation (or) Compliance with SACSCOC

1. Tarleton State University is accredited by the Southern Association of Schools and Colleges Commission on Colleges (SACSCOC), and all University instructors of courses in this articulated program(s) are in compliance with criteria as described in SACSCOC Principle 6.2.a. of the SACSCOC Principles of Accreditation.
2. It is understood by both parties that all students receiving a degree from University as part of this agreement must comply with SACSCOC Principle Section 9, items 4 and 5 of the Principles of Accreditation. Principle 9.4 requires that "at least 25% of the credit hours required for an undergraduate degree are earned through instruction offered by the institution awarding the degree" while Principle 9.5 requires "at least one-third of the credit hours required for a graduate or a post-baccalaureate professional degree are earned through instruction offered by the institution awarding the degree Additional courses may be required to meet this Principle.
3. Neither University nor the District may use the SACSCOC logo in any of their materials or on websites. Use of the logo is reserved exclusively for the Southern Association of Colleges and Schools Commission on Colleges.

THE NEXT SECTION IS FOR Provider and District Partner SIGNATURES

Title: Partner District Superintendent

Printed Name:

Signature:

Date:

Title: Dean, College of Education

Printed Name: Dr. Lesley Leach

Signature:

Date:

Title: University Provost

Printed Name: Dr. Barry Lambert

Signature:

Date:

Title: Director, Educator Certification

Printed Name: Dr. Laura Estes

Signature:

Date:

Appendix A Definitions & Terms

- (1) Full Year Residency Program is defined as collaboration between PreK-12 schools, colleges or departments of education, and school districts.
- (2) Full Year Residency Student Teacher District - a school district contracting with University to implement a Full Year Residency Program.
- (3) Cooperating Teacher - a certified teacher that models proficient/exemplary teaching and provides teacher residents with professional instructional coaching and advisement; primarily responsible for supervising the work and activities of teacher residents and engaging in co-teaching models throughout the student teaching placement period.
- (4) Teacher Candidate - a University student in his/her final year of the teacher education program.
- (5) Course Instructor - either a University faculty member or a faculty associate hired by University to provide instruction in the Full Year Residency Program.
- (6) Site Coordinator - a University faculty member working with the District to coach and evaluate teacher residents, co-select, support and train cooperating teachers and ensure for clear, timely and consistent communications between district and university.
- (7) Teacher Education Program - a professional preparation program for certification as determined and identified by the standards of the State Board of Education.
- (8) Professional Development (in-service) - learning opportunities designed to support and improve Cooperating Teachers' instructional coaching effectiveness and thereby also increase student teacher's capacity and K-12 students' learning and achievement.
- (9) District Articulation Committee - a district-level leadership and oversight committee made up of the Superintendent of the district or designee, the Site Principals, the Site Coordinators for the cooperating district, and the Program Director.
- (10) Governance Meetings – a committee that governs the aspects of the program while continually assessing the effectiveness of the program by: reviewing student teacher data, cooperating teacher feedback, and providing support. During governance meetings calendars for implementing professional development should be coordinated.
- (11) Professional Improvement Plan (PIP) - a detailed improvement and accountability plan of action developed to assist a student teacher falling far below the college's academic and/or professional standards.
- (12) Program Developmental Framework Review- This external process is an annual, rigorous yet formative “critical friend” site review process. The Framework provides four stages of development including: not yet started, emerging, developing, and sustaining. Each year, following the Framework Review, providers will be given feedback using the four categories for each of the Key Goals of Quality. Specifically, the Review process will provide fine-grained feedback about the progress provider members are making towards the four Key Goals of Quality.

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: May 14, 2026

Contact Person: Dr. Tiffany Spicer

RE: Approval of Resolution Authorizing Dr. Tiffany Spicer to Serve on the Lone Star Investment Pool Board of Trustees

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Background Information:

The Lone Star Pool Investment provides investment services and financial management support to public entities throughout Texas, including school districts. Participation on the Board of Trustees offers an opportunity to contribute to the oversight and governance of the investment pool while representing the interest of public education.

Approval of this resolution affirms the Board’s support for Dr. Tiffany Spicer’s appointment and authorizes her service on the Lone Star Investment Pool Board of Trustees.

Fiscal Implications:

None

Administration Recommendations:

Approve the resolution authorizing Dr. Tiffany Spicer to serve on the Lone Star Investment Pool Board of Trustees.

BOARD RESOLUTION

Waco Independent School District

WHEREAS, Waco Independent School District is a member of the Lone Star Investment Pool (“Lone Star”), a local public funds investment pool created pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, and the Public Funds Investment Act, Texas Government Code Chapter 2256; and

WHEREAS, Dr. Tiffany Spicer, Superintendent of Schools, has been selected by Lone Star’s Board of Trustees to serve as member of the Lone Star Board, a volunteer position, without compensation (but Lone Star may reimburse reasonable expenses incurred by Lone Star Board members in attending to the business of Lone Star); and

WHEREAS, the Board finds Waco Independent School District, as a member of Lone Star, benefits from having its employee serve on Lone Star’s Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED:

The Board of Trustees of Waco Independent School District hereby authorizes and approves Dr. Tiffany Spicer serving on the Board of Trustees of the Lone Star Investment Pool.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

May 14, 2026

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

WACO INDEPENDENT SCHOOL DISTRICT
Board Meeting Minutes

Workshop Meeting, Thursday, April 16, 2026 - 6:30 pm
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 7:15 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.

REVIEW AND DISCUSS THE HOLDSWORTH TEXAS SCHOOL BOARD INSTITUTE TRAINING

Board President Jose Vidana and Trustee Arash Abnoussi shared information they received at the Holdsworth Texas School Board Institute Training. Discussion included key takeaways, benefits of participation and potential impacts on board governance and effectiveness.

REVIEW AND DISCUSS THE USE OF \$32.2 MILLION IN PROCEEDS FROM THE SALE OF INDIAN SPRING MIDDLE SCHOOL AND THE USE OF REMAINING BOND FUNDS

Jerry Allen, Chief Operations Officer reviewed and discussed options for use of the \$32.2 million in proceeds from the sale of Indian Spring Middle School, along with remaining bond funds. Considerations included potential allocations, financial priorities and alignment with district needs.

REVIEW AND DISCUSS THE BIDDING AND PROCUREMENT PRACTICES OF WACO ISD

Sherry Smith, Chief Financial Officer, reviewed the current bidding and procurement practices of the district. Discussion focused on processes, compliance and transparency.

ADJOURNMENT

The meeting was adjourned at 10:00 p.m.

Board President

Board Secretary

WACO INDEPENDENT SCHOOL DISTRICT
Board Meeting Minutes

Special Meeting, Thursday, April 16, 2026 - 6:00 pm
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 6:00 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.

The board convened into closed session at 6:01 p.m.

The board reconvened at 7:15 p.m.

CONSIDERATION OF PERSONNEL

- Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee - Superintendent (Mid-Year Evaluation/Duties)
- Hear a Complaint or Charge Against an Officer or Employee

ADJOURNMENT

The meeting was adjourned at 7:15 p.m.

Board President

Board Secretary

WACO INDEPENDENT SCHOOL DISTRICT
Board Meeting Minutes

Regular Meeting, Thursday, April 23, 2026- 6:00pm
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 6:00 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

Dean Highland Elementary students, Gianna Onofre and Maison London, led the Pledge of Allegiance.

2026 Regional History Fair

Waco ISD students recognized for their participation in the 2026 Regional History Fair. The following students earned top honors in their respective categories and advanced to compete at the National level: Ciera Saldana, Grace Scott, Romina Dracos and Eliza Smith.

Texas Association of School Board Governance Camp

The board recognized Waco High School staff and students for presenting at the Texas Association of School Board Governance Camp. Their student-led session, *Apathy to Agency: Empowering Students with Purpose and Opportunity*, was selected for presentation at the conference which focuses on strengthening school governance through student voice and leadership development. Presenters included Jorge Salas, Torian Barnett, Camila Morales, Kailee Moya, Graciela Guerro and Michal Menchaca.

Texas Powerlifting Competition

The board congratulated Waco High School students Shanija Smith, Shaniya Smith and Jaden Johnson as well as University Students Aliveyah Thomas and Angel Lawrence, on qualifying for the state powerlifting competition.

Texas Association of School Business Officials Award of Merit

The board recognized Texas Association of School Business Officials for awarding Waco ISD the Award of Merit for the 17th consecutive year. Waco ISD is one of two districts in Texas to receive the award annually since its inception in 2009. Congratulations were extended to Sherry Smith, Chief Financial Officer, and her team for this achievement.

Community Partner Award

The Billings Family Find-A-Way Foundation was honored with the Community Partner Award for their service and commitment to Waco ISD students.

SUPERINTENDENT'S REPORT

Women's and Men's Empowerment Summits

Dr. Spicer shared an update on the successful Men's and Women's Empowerment Summits, which involved more than 300 students in sessions focused on financial literacy, STEM careers, wellness and professionalism. The events are provided mentorship opportunities through partnerships with Baylor University and Junior League of Waco. Appreciation was extended to Dr. Suzanne Hamilton, the Student Services Department and community volunteer for supporting the initiative.

Waco High Academic Achievers

Dr. Spicer highlighted the Academic Achievers Recognition ceremonies honoring students who maintained a 96.5 GPA or higher.

Waco ISD Police Department Student Citizen's Police Academy and TAPS Graduation

Dr. Spicer recognized 12 students who completed the second Junior Citizen Police Academy and celebrated the success of the Teen and Police Service (TAPS) Program which served more than 40 students. The programs promote mentorship, leadership and positive relationships between students and law enforcement. Appreciation was extended to Chief Craig Goodman, department staff and community partners for their support.

Introduction of the New Interim Chief Operations Officer

Dr. Spicer introduced Mr. Jerry Allen as the Interim Chief Operations Officer. Mr. Allen will continue leading the Technology Department while overseeing district operations. His experience in education leadership, operations management and technology was highlighted as an asset to the district.

INFORMATION ITEMS/REPORTS

- Monthly and Quarterly Financial Reports for the Period Ended February 28, 2026 and March 31, 2026

CONSENT AGENDA: CONSIDER AND TAKE APPROPRIATE ACTION

- Amendments to the 2025-2026 Budget
- Bid Award for Restaurant and Catering
- Bid Award for Educational Consultants, Professional Development and Other Student-Based Contracted Services
- Bid Award for Local Retailers' General Merchandise
- Bid Award for Education Software and other School District Related Software
- Bid Award for Waco ISD Network Cabling (E-Rate)
- Bid Award for Waco ISD Network UPS (E-Rate)
- Bid Award for Waco ISD Wireless Access Points (E-Rate)
- Bid Renewal for Food Service Management Company for the School Year 2026-2027
- Engagement of External Auditor for 2025-26 Fiscal Year
- Interlocal Agreement Renewal Between Waco ISD and Houston ISD for School Health and Relation Services (SHARS) Program
- Certification of Provision of Instructional Materials Allotment for the 2026-2027 School Year
- Purchases in Excess of \$50,000 Under Pre-Existing bids, Purchasing Cooperatives or Allowed Professional Services
- Administrator Contract Renewals and/or Extensions for 2026-2027 and Professional Contract Renewals for 2026-2027
- Memorandum of Understanding (MOU) between Waco ISD and Vanguard College Preparatory School
- Memorandum of Understanding (MOU) between Abilene Christian University and Waco ISD
- Library Books Purchase
- Board of Trustees Meeting Minutes
 - March 19, 2026 - Regular Meeting
 - March 24, 2026 - Special Meeting
 - March 30, 2026 - Special Meeting
 - April 7, 2026 - Special Meeting
 - April 8, 2026 - Special Meeting

Board President, Jose Vidana entertained a motion to approve the consent agenda as presented. Jim Patton made a motion, seconded by Taylor Bledsoe. The motion passed unanimously (6-0).

REVIEW AND DISCUSS PRIORITY 2 - 2.2 PROVIDE CONTINUOUS TRAINING AND PROFESSIONAL DEVELOPMENT

Dr. Ronnita Carridine, Assistant Superintendent of Human Resources, provided the board with an update on the Strategic Plan Priority 2.2, which focuses on training and developing staff to better serve Waco ISD. The presentation included updates on the Teacher Leader Academy and Aspiring Leadership Academy initiatives.

CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION ON THE SUPERINTENDENT'S RECOMMENDATION TO TERMINATE THE PROBATIONARY CONTRACT OF TEACHER, EDWARD VERMEULEN-WISE, AT THE END OF THE CONTRACT PERIOD, HAVING DETERMINED THAT TERMINATION IS IN THE BEST INTEREST OF THE DISTRICT, PURSUANT TO TEXAS EDUCATION CODE

This item was not taken into consideration and no discussion or action was taken.

CONSIDER, DISCUSS AND TAKE APPROPRIATE ACTION ON THE SUPERINTENDENT'S RECOMMENDATION TO GIVE TEACHER ASHLEY-ELIZABETH VERMEULEN-WISE, NOTICE OF PROPOSED NON-RENEWAL OF TERM CONTRACT, PURSUANT TO TEXAS EDUCATION CODE

Board President, Jose Vidana, made a motion to approve the Superintendent's recommendation to give teacher Ashley-Elizabeth Vermeulen-Wise notice of proposed non-renewal of term contract. Taylor Bledsoe made a motion seconded by Jeremy Davis. The motion passed unanimously (6-0).

REVIEW AND DISCUSS REPORT ON BOARD MEMBER CONTINUING EDUCATION CREDIT

Board President, Jose Vidana reported that he, along with members Jeremy Davis, Jim Patton, Angelo Ochoa, Taylor Bledsoe and Dr. Arash Abnoussi have all fulfilled and surpassed required continuing education requirements. Trustee Keith Guillory will no longer serve the Waco ISD School Board after the May 14, 2026 regular board meeting.

ANNOUNCEMENTS

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

- 4/28/26-5/2/25 - Early voting
- 4/28 - Future Educators Academy Signing Day
- 4/29 - Special called board meeting
- 5/4 - District Art Show
- 5/4 - GWAMA Senior Recognition
- 5/4 - CTE Awards
- 5/15 - Teacher of the Year Ceremony
- 5/19 - Retirement Reception
- Trustee Arash Abnoussi obtained his Doctorate Degree

REVIEW AND DISCUSS POTENTIAL CONTRACTS ON REAL PROPERTY

The board convened into closed session at 6:43 p.m.

The board reconvened at 6:59 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 6:59 p.m.

Board President

Board Secretary

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: May 14, 2026

Contact Person: Dr. Melissa King-Knowles

RE: Review, Discuss and Take Appropriate Action on Contract for Virtual Schools

=====

Background Information:

Following the passage of Senate Bill 569 (89th Legislative Session), Texas school districts now have the authority under Texas Education Code Chapter 30B to establish locally governed virtual and hybrid programs that receive full Average Daily Attendance (ADA) funding. This legislation repeals the previous limitations of the Texas Virtual School Network (TXVSN) and encourages districts to provide flexible, high-quality learning modalities to meet diverse student needs.

Administration has conducted a thorough review of the current and proposed *Statement of Agreement* with Pearson Virtual Schools. Pearson is a state-approved "whole program virtual instruction provider" capable of delivering a turnkey solution that includes TEKS-aligned curriculum, certified instructional staff, and a specialized Learning Management System (LMS).

Scope of Agreement

The proposed contract outlines a comprehensive framework designed to ensure operational excellence and regulatory compliance, including:

- **Academic Continuity:** Delivery of rigorous, TEKS-aligned coursework that meets National Standards for Quality Online Courses.
- **Operational Compliance:** Implementation of robust attendance-tracking systems and PEIMS reporting protocols required for state funding eligibility.
- **Performance Expectations:** Defined metrics for student engagement, academic progress monitoring, and support for special populations (Special Education/Section 504).
- **Teacher Protections:** Adherence to SB 569 mandates regarding teacher consent and the prohibition of simultaneous (concurrent) instruction.

Fiscal Implications:

The partnership allows the district to scale virtual offerings with a predictable cost structure, utilizing the newly established funding parity under SB 569 to offset program expenditures through generated ADA.

Administration Recommendations:

Approve the proposed statement of agreement with Pearson Virtual Schools.

Texas Connections Academy

*A Continued Evolution of Waco ISD's School
Choice Portfolio*

86

Presented by: Dr. Melissa King-Knowles
May 14, 2026

The Rationale

- Virtual learning has grown 1200% in Texas over the last decade (5,000- 62,000 students)
- Meets needs of a more diverse range of learners
- SB 569 allows expansion of school choice options: helps us serve a greater population of students within our community
- Addresses multiple needs of the district

SB 569: WISD's Top Choice



Pearson's Texas Connection Academy

- Turn-key option at **no cost** for WISD
- Projected 40-50K students across Texas are considering virtual options
- Texas Connections Academy @ HISD earned a B rating last year



Texas Connections Academy Offers: A High-Agency Pathway

Wisdom works wonders.



- **Personalized learning- live lessons**
- **Advising & counseling**
- **504, Special Education, ELL services**
- **GT services, advanced coursework**
- **Career and college readiness**
- **Virtual clubs & social activities**

Wisdom works wonders.



TCA handles day to day oversight:

- **Provides highly qualified, certified teachers**
- **Provides technology for enrolled students**
- **Provides a position to WISD to handle PEIMS and attendance reporting**



Texas Connection Academy @ Waco ISD: *What it Is vs. What it's Not*

What it is:

- **A turn-key program**
- **Boundless: Another option for families to meet specific needs**
- **Asynchronous & flexible**

What It's Not:

- **Remote learning: Emergency Zoom**
- **Not a DAEP**
- **Replacement for Montessori**
- **Separate from WISD**

Waco ISD Personalized Learning Choices

Program Type	Location	Curricular Focus	Entry Requirement
Traditional	Campus- ES, MS, HS	District Standards	General enrollment
Current Specialized Programs	HCPDS: Prof. Dev. LAMM: Montessori TMS: ATLAS	Fine Arts/leadership Self-directed Inquiry & STEAM	Lottery/Application process
CTE/PTech	Academy/Campus	Industry-Specific Collegiate Sequence	Pre-requisites
Texas Connections Academy	Virtual/remote	Digitally adaptive	Readiness & commitment

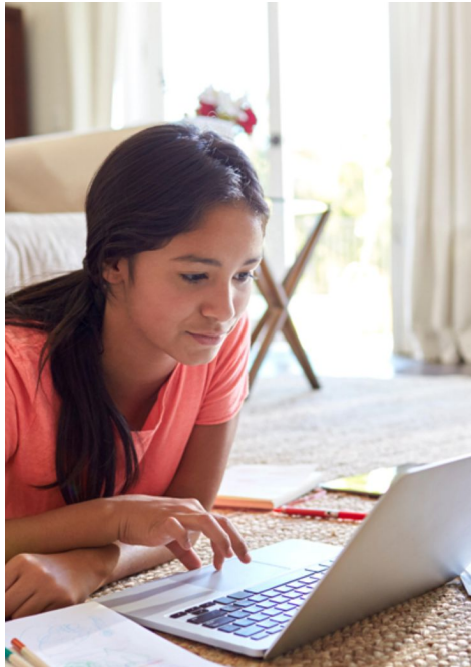
Waco ISD Benefits

- Waco ISD can launch full-time virtual program starting fall of 2026.
- Students from across Texas are eligible to enroll in the program.
- Waco ISD will receive a sponsorship fee based on program revenue.
- Directly benefit from this partnership: enrollment growth, accountability





Texas Connections Academy @ Waco ISD Program



- **5-year term**
- **Year 1: students in grades 3-10 will enroll in full-time virtual learning.**
- **Year 2: will add grades K-2 and 11**
- **The proposed Texas Connections Academy @ Waco projected enrollment is 2,500.**
- **Virtual students cannot exceed 50% of Waco ISD's total enrollment.**



Proposal supports all 4 Priorities of WISD Strategic Plan 2030

Recommendation: Board vote to approve Statement of Agreement

Questions?



WACO INDEPENDENT SCHOOL DISTRICT

Thank You!

⁹⁹
Wisdom works wonders.

CONNECTIONS EDUCATION LLC
DBA
PEARSON VIRTUAL SCHOOLS USA
VIRTUAL LEARNING EDUCATION PROGRAMS
STATEMENT OF AGREEMENT

Customer Name: WACO Independent School District

Contact Person: Dr. Tiffany Spicer

Phone Number: (254) 755-9473

Email Address: tiffany.spicer@wacoisd.org

Expiration Date: June 30, 2031

-
1. **Background Information.** WACO Independent School District (“Customer”) is contracting with Connections Education LLC dba Pearson Virtual Schools USA (“Pearson”) to receive access to certain virtual education products through Pearson’s education management system (“EMS”), along with associated support services, as more fully set forth in the attached Schedules (collectively, the “Education Program”). The Education Program is to be offered state-wide to Students in a full-time virtual program under the name Texas Connections Academy (“Program”) pursuant to Texas Education Code, Chapter 30B: Virtual and Hybrid Campuses, Programs and Courses. Customer and Pearson together are sometimes collectively referred to herein as Parties and individually as a Party. The Parties’ rights and responsibilities are set forth in the schedules attached hereto and incorporated herein by reference, and for the convenience of the Parties are organized as set forth below. Upon mutual written agreement of the Parties, schedules can be amended or restated without amending or restating the remainder of the schedules or this cover page.
 2. **Term.** This Agreement will commence on its execution by both Parties (“Effective Date”) for the 2026-2027 Academic Year and expire on June 30, 2031 (the “Term”), unless otherwise renewed (“Renewal Term”). Upon promulgation of rules by the Texas Education Agency in connection with Texas Education Code Chapter 30B, the Parties may, upon mutual agreement, work in good faith towards converting the Program to a full-time virtual campus.
 3. **Program Rights and Responsibilities.**
 - a. The Education Program, described on Schedule 1;
 - b. Special Education Services, described on Schedule 2;
 - c. Employment and Staffing, described on Schedule 3;
 - d. Staff Related Services, described on Schedule 4;
 - e. Customer Success Partner Team, described on Schedule 5;
 - f. Enrollment, Academic Placement and Public Information Campaign services, described on Schedule 6;

- g. Student Record Services, described on Schedule 7;
- h. Technology and Facility Services, described on Schedule 8;

4. **Customer Responsibilities.**

- a. Customer responsibilities are generally organized for Customer’s convenience in Schedule 9, with additional references to Customer’s responsibilities in other attached schedules;
- b. Collection of Funds, Pricing and Payment Terms, described on Schedule 10;

5. **Additional Schedules.**

- a. Notice Information, described on Schedule 11;
- b. Insurance Policies, described on Schedule 12;
- c. Legal Terms, described on Schedule 13; and
- d. Index of Defined Terms described on Schedule 14.

This Agreement, including the attached Schedules, comprises the entirety of the Parties’ agreement.

Agreed to by:

**Connections Education LLC dba
Pearson Virtual Schools USA**

**WACO Independent School
District**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1
Education Program

1. Curriculum. Pearson will provide the Education Program which includes educational content and materials delivered primarily through the internet and other electronic means (“Curriculum”) which, when supplemented with Teacher provided additions and modifications, meets the Texas (“State”) standards. The Curriculum includes:
 - a. Standard Course offerings for K-12 program and access to teacher-directed extended learning activities, non-School directed extracurricular activities, and other special events.
 - b. A license to use Pearson’s standard instructional materials (“Instructional Materials”).
 - c. To the extent reasonably possible and so long as within the existing capability of the scope of products and services provided and contracted for as part of the Education Program, provide services and accommodations for assessments, instructional approach and/or lesson presentation to meet individual needs of a student to the extent documented on an Individualized Education Plans “IEP” or 504 Plans provided to Pearson.
 - d. Access to online lesson content, instructional materials and other intangible educational resources included in Courses.
 - e. Access to clubs, activities, and special online events.
 - f. Students can access their Course materials online. In some specific Courses, such as reading in Elementary School and art for students in K-8, physical textbooks and/or other required materials may be shipped to Caretakers and Students.
2. Education Management System Access. In accordance with the license terms set forth in Schedule 13, Pearson grants Customer a license for the duration of the Term to access and use its proprietary technology platform (the “EMS”), so that Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff have access to the Education Program.
3. Personalized Learning Plan Protocol. Provide Teachers with resources and assistance designed to enhance Teachers’ effectiveness in creating a Personalized Learning Plan (“PLP”) for each Student that will meet or exceed any educational standards established by the State or otherwise required by the Charter.
4. Testing and Assessments. Administer benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the Student’s mastery of core concepts and readiness for the State standardized tests or other State mandated testing as more fully described in Schedule 9, Section 4.
5. Training.
 - a. Provide Customer and School Staff with necessary training in Pearson protocols and continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively “Training”) that support the School mission and delivery of the Education Program and which will allow the

respective School Staff to comply with applicable laws that specify Training requirements.

- b. Provide Training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of the EMS, various Pearson policies and procedures, and other topics relevant to successfully engaging the Education Program;
 - c. All costs associated with such Training shall be the responsibility of Pearson, including related travel, housing, meal and hospitality costs, except to the extent Pearson notifies the Customer a reasonable time prior to the Training opportunity of those costs the Customer will be required to cover. Pearson sponsored training will be for the purpose of supporting the Program's education mission and other related official school business.
 - d. The Customer recognizes that the Trainings are critical to maintain the integrity of the Education Program and will commit to the completion of all required Trainings by Staff assigned to the Program and will follow Pearson best practices and protocols.
6. NCAA. So long as the Program meets the Pearson NCAA criteria and agrees to deliver courses and instruction in compliance with the NCAA Guidelines for Connections Academy Schools (both criteria and Guidelines found here: <https://www.connexus.com/library/launch.aspx?id=80237>), the Program will be included in the Connections Academy "district" for NCAA purposes at no additional fee, which will entitle Students to receive access to high school courses that meet the NCAA Eligibility.
7. Public Website. Maintain a public web site on behalf of the Program that will contain or link to any information required by applicable law. The web site, its design, layout and non-Program specific content is the exclusive property of Pearson.
8. Health and Safety: Develop training and policies related to the following standards regarding health and safety:
- a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by State laws;
 - b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;
 - c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law, including Title IX related violations; and
 - d. Complying with all state immunization laws.

Pearson will conduct audits on a routine basis to track School Staff participation in such trainings, as well as the number of behavior incidents covered by these trainings and policies and reported by the Program in either the Student log, the Issue Aware ticketing system or other location, the results of which will be shared with Customer.

9. School Counseling and Related Services: Support and train the Program in its provision of academic counseling, life skills counseling, college and career counseling, guidance with the completion of school year cycle counseling tasks (i.e. transcript entry, AP exam scheduling, graduation planning, strategies for monitoring student safety, course scheduling, etc.) and other related services which support a comprehensive school counseling program. Additionally, the

service assists schools in developing customized protocols and ongoing support to ensure successful implementation.

10. Additional Programs. Make available to Students additional programs such as Career Technical Education, STEM, other relevant College, Career, Military Readiness indicators, extended year and accelerated options to the extent permitted and/or required by State law, and taking into consideration enrollment demand, funding availability, and other programmatic considerations Pearson deems relevant in determining the feasibility of implementing such programs.
11. Student Handbook. Pearson will develop a supplemental Student Handbook outlining specific State policies and processes that support the delivery of online learning and use of the EMS and will reflect the graduation requirements of the Customer. Customer shall adopt the Program Student Handbook and supplemental Student Handbook as part of the Program.
12. Facilitation of Customer's Oversight Responsibilities.
 - a. Pursuant to the terms of this Agreement, and as a part of the Pearson fee for Educational Services and Pearson's Program responsibilities, Pearson shall make key personnel reasonably available for advisement and consultation with Customer's representatives who are responsible for managing or overseeing the Education Program. Except to the extent otherwise agreed, all costs, including reasonable hospitality related expenses, incurred in connection with Program Oversight, shall be paid out of the fee for Educational Services paid to Pearson and, therefore, Customer shall not be separately assessed for any costs incurred by Pearson in connection with its Program Oversight related responsibilities outlined in this Section.
 - b. At the request of the Customer, for as long as the School is contracted with Pearson, Pearson will provide to the Customer for use by students enrolled in Customer schools other than the School, 25 supplemental course enrollments with or without teaching services per semester, including any summer school session, through Pearson Online Academy ("POA") at no charge and, thereafter, a twenty percent (20%) discount off of the list price for such supplemental courses. Unused supplemental course enrollments for a given Academic Year expire at the start of the subsequent Academic Year.
13. Periodic Review. Pearson has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand and it has an inherent interest in protecting the goodwill generated in connection therewith and the academic integrity of the Education Program. The Parties also recognize that the Customer has a vested interest in Pearson protecting such goodwill, as well as the academic integrity of the Education Program in connection with the Program's mission to advance the education interests of its Students. Accordingly, Pearson is hereby obligated and authorized to perform ongoing and periodic reviews of Program records documenting the manner in which the Education Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Customer, Administrative Staff and/or Teachers any deviations from established Pearson policies, procedures and protocols, federal or state legal requirements, or established

best practices, or other deficiencies Pearson takes note of in connection with such ongoing or periodic review.

Schedule 2

Special Education Services

1. The Education Program shall comply with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101–12213; and any and all state and federal regulations promulgated in connection therewith.
2. Pearson will:
 - a. Develop and implement the Special Education Protocols that will govern the manner in which Special Education Services are provided and which shall be in compliance with federal and state special education regulations and statutes;
 - b. Implement and deliver the Special Education Services provided by the Program, including but not limited to:
 - i. Provide periodic compliance assessments to the Customer of the delivery of Special Education Services;
 - ii. Support the Program with ongoing professional learning and monitoring in the areas of special education, Section 504, English Learner (“EL”) and gifted;
 - iii. Meet at a minimum, once per month with the Special Education Director or Program leadership members, as applicable;
 - iv. Monitor the implementation of the Special Education Protocols as well as compliance with EL federal and state requirements;
 - v. Provide data support in connection with the State specific Special Education reporting systems.
 - c. Provide assistive technology for eligible students;
 - d. Provide oral and written English translations for limited English proficient caretakers in their native language in accordance with state and federal law;
 - e. Contract directly with related service providers for therapies, evaluations, closed captioning, consulting for vision and hearing impaired and pay invoices for all such services.
3. Adoption of and Compliance with Special Education Protocols. The Program will adopt the Special Education Protocols. The Special Education Protocols will be subject to review and revision by Pearson from time to time throughout the Term. The Program will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will defer to Pearson guidance with respect to providing Special Needs Students with a free and appropriate public education (“FAPE”).
4. The Customer authorizes Pearson to apply for, seek, collect, and retain reimbursement through Medicaid (or other applicable State or federal programs) on behalf of the Program for the provision of reimbursement eligible services delivered by Pearson (“Medicaid

Reimbursement”). The Customer will fully cooperate with Pearson as required to facilitate such Medicaid Reimbursement.

Schedule 3

Employment

Administrative Staff and School Staff

1. Pearson will be the employer of and solely responsible for the Administrative Staff and Teachers, who will be assigned to the Program. In accordance with Schedule 2, Pearson will contract directly with third party providers on behalf of the Program.
2. The Administrative Staff and Teachers shall be licensed and/or credentialed in accordance with Texas Law.
3. In circumstances where there is a vacancy or the Customer's enrollment is insufficient to support one or more full-time Administrative and/or Customer Staff positions, and to the extent permitted by the law of the states of both affected schools, Pearson may utilize the services of certain Administrative Staff members and Teachers from another Pearson supported customer to staff the Program until such time as the relevant vacant position is filled or there are sufficient number of Students to support a particular full-time position, respectively.
4. Pearson will notify the Customer as soon as is practicable of any Administrative Staff or Teacher who Pearson learns has been:
 - i. Charged with or pled guilty to (including Alford pleas and pleas of nolo contendere) to any felony or misdemeanor, or to an infraction or violation of an ordinance involving a crime of moral turpitude; or
 - ii. Will provide Customer with a copy of any formal "Determination" provided to Pearson regarding an Administrative Staff or Teacher who has been alleged to have committed child abuse or neglect issued by the Department of Social Services (or similar agency) or law enforcement agency regarding such allegations.
5. Customer shall provide notice with specificity to Pearson as soon as practicable of any concerns regarding members of Administrative Staff or Teacher. Based on such concerns, Customer's request for replacement of a member of Administrative Staff or Teacher will not be unreasonably denied.
6. Pearson will be solely responsible for all employment decisions, including the performance reviews of its employees. The Lead School Administrator shall be responsible for supervision of all Program Staff and shall report directly to the Director of School Operations. Customer acknowledges Pearson's employment relationship with Program Staff and commits to respecting that relationship. The Customer will be provided with updates pertaining to Program performance including the performance of key staff members in a manner consistent with Pearson's employment obligations.
7. Pearson will be required to complete all State required reporting metrics for all applicable staff.

Schedule 4

Staff-Related Services

1. Compliance Services

- a. Provide business-related compliance Customer support including: policy creation for all Customer stakeholders (e.g. employee, general and school supplements), ad hoc policies, research and guidance on course and credential alignment and tracking, school calendars, business insurance, and business risk management;
- b. Pearson will be responsible for criminal background checks and fingerprinting conducted on staff assigned to the Program to the extent required by State law, and will maintain documentary evidence of such background checks and fingerprinting. Upon the Customer's request, Pearson will provide documentary evidence of its compliance with this section, subject to any privacy restrictions or confidentiality requirements imposed by State law.

Schedule 5

Partner Success Team: School Success Partner, Director of School Operations and School Operations Program Manager

Pearson will provide a Partner Success Team that will provide the Program a School Success Partner, a Director of School Operations, and a School Operations Program Manager whose responsibilities are set forth below.

1. School Success Partner. The School Success Partner is responsible for advising Customer on the financial, and operational health of the Program.
 - a. The School Success Partner generally acts as the liaison between Pearson and Customer providing support in relation (but not limited) to:
 - i. Customer strategic concerns;
 - ii. Delivery of the terms of the Agreement;
 - iii. School relationships with the State Department of Education and authorizer, if applicable; and
 - iv. Management support of the budget.
2. Director of School Operations. The Director of School Operations is responsible for monitoring the Education Program to ensure the Program is implementing it with fidelity to the Pearson model, including established protocols and interventions.
 - a. The Director of School Operations supports the Program's operational health and academic performance by providing supervision of the Administrative Staff as well as guidance, oversight, and comprehensive support on:
 - i. Day to day school operations;
 - ii. Establishment of and adherence to School policy;
 - iii. Continuous school improvement planning including creation and execution of School Improvement Plans;
 - iv. Effective implementation of instructional strategies
 - v. Analysis of school performance data and other key metrics; and
 - vi. Professional development for school leaders, leadership teams and tailored leadership coaching as needed.
3. School Operations Program Manager. The School Operations Program Manager will serve as the first point of contact for the Program's administrative matters.
 - a. School Operations Program Managers support issue resolution, and School Year Cycle annual task completion.

- b. School Operations Program Managers generally act as a liaison between Pearson and Customer to ensure processes related to marketing, enrollment, product, and business functions are followed. In addition, School Operations Program Managers provide Customer support in relationship to:
 - i. Day-to-day school operation concerns or requests;
 - ii. Program and Pearson processes; and
 - iii. Addressing school needs that require interfacing with other Pearson' departments and requests.

4. Partner Success Team Communication with School Leader and Administration Staff:

a. Will participate in:

- i. Utilizing a weekly Connections Academy School Leader Update (SLU) information email which includes updates or information on items that school leadership teams need to be aware of and/or complete;
- ii. School Leadership team meetings with all Connections Academy principals, assistant principals, Partner Success Team Members, and other Pearson employees to talk about timely topics per the School Year Cycle or other identified training need;
- iii. Professional development planning and asynchronous and synchronous professional development opportunities for school leaders. These can include a professional growth plan, instructional leadership, effective management and coaching of staff, etc. If a school leader is struggling in an area and needs professional development, sessions may be assigned as mandatory; and
- iv. Continuous School Improvement Planning and regular progress monitoring/update sessions. School Leaders are required to facilitate regular report out sessions on the current results of their school improvement plan. These sessions are required and should be attended by school leaders, the leadership team, and anyone else at the school who owns one of the school action plans. Members of the Partner Success Team and Academic Impact Team will also attend and provide feedback. Schools are encouraged to invite other stakeholders up to and including the entire school staff.

b. School Leaders and Administrative Staff will at a minimum participate in:

- a. Weekly one-on-one check-in sessions to touch base and stay informed about:
 - i. School Year Cycle topics;
 - ii. School metrics;
 - iii. School Improvement Planning (SIP); and
 - iv. Daily school operations.

These meetings/check-in sessions may include only the School Leader or may include other members of the school leadership team as well. For a larger school, other members of the leadership team should attend.

- c. Performance management meetings, where the following will be discussed with the Director of School Operations:
 - i. Goal setting and professional development for School Leader;
 - ii. School Leader performance level with improvement suggestions;
 - iii. Improvement planning; and
 - iv. Formalized performance review sessions (mid-year and end-of-year reviews).

Schedule 6

Enrollment, Academic Placement and Public Information Campaign

1. Enrollment and Academic Placement Processing. Implement and conduct the enrollment process for the Program on behalf of the Customer, consistent with local, state and federal law, and in accordance with mutually agreed upon enrollment and placement policies.
 - a. The Customer delegates to Pearson the responsibility for accepting Students into the Program. Customer acknowledges that Pearson is the Program's agent throughout the enrollment and placement process. Pearson will receive and deliver information from and to Students and Caretakers in connection with the enrollment and placement process in compliance with State and federal laws.
 - b. Any child in grades K-12 who is a resident within the state of Texas, and who is otherwise qualified under the laws of the State of Texas for admission to a public school for the provision of Educational Services under this Agreement is eligible to enroll in the Program subject to: (a) completion of an enrollment process including any required documents such as proof of age or residency; (b) completion of all student record information required by the Program or the Customer; (c) completion of any placement evaluations required by the Program; and (d) access to a computer (meeting minimum operating standards as defined by the Program) and Internet access, to the extent that such are not provided under the terms of this Agreement. Provided, however, the Program shall serve Students in grades 3-10 for the initial Academic Year, K-11 for the second Academic Year, and expand to K-12 thereafter for the remainder of the Term.
 - c. The enrollment for the Program shall be as mutually agreed upon by Pearson and the Customer, but shall constitute 50% or less of the total students enrolled with the Customer.
 - d. Pearson shall maintain a list of the Students enrolled in the Program and shall provide such list to the Customer promptly upon request.
 - e. Students may not be enrolled in another school district while a student at the Program.
 - f. Typically, enrollment and placement services commence the February preceding the upcoming Academic Year. Accordingly, Pearson will have no obligation to provide enrollment and placement services identified herein in support of the Academic Year that follows any termination of this Agreement. Pearson shall, however, be obligated to continue providing enrollment and placement services in support of the final Academic Year of the Term through the termination date of the Agreement. For avoidance of doubt, if the Agreement terminates on June 30, 2031, then Pearson has no obligation to provide any enrollment and placement services that support the 2031-2032 Academic Year.
2. Public Information Campaign.
 - a. Pearson will develop and implement a Public Information Campaign ("PIC") to inform potential students, their Caretakers, and other interested parties about the Education

Program. Pearson will not implement PIC initiatives promoted by the Customer that Pearson determines may have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the Program. PIC initiatives, strategies and tactics may shift throughout each Academic Year of the Term depending on market demand, changing consumer behaviors, and testing and optimization campaigns.

- b. To the extent there is more than one Pearson supported school in the State, the Customer acknowledges the PIC, including all Enrollment Leads, will benefit all schools located within the State taking into consideration each respective school's stated enrollment goals. To the extent possible, siblings of an existing student in a particular school will be placed in that same school, returning students, including students who withdraw and return, are placed in the school of initial enrollment, students who specifically request a particular school are placed in the school of choice. If specific enrollment criteria of a particular school prohibits a particular student from being enrolled in that school, then, if possible, the Student will be placed in another Pearson supported school in the State. Once a school has reached its enrollment cap, efforts will be made to direct families to other Pearson supported schools in the State until such a time as they have reached their enrollment cap, if any.
- c. Any methods, processes, collateral, and Enrollment Leads that are obtained, developed and/or used in connection with the PIC is proprietary Pearson Confidential Information, and is the property of Pearson.
- d. Pearson maintains an Enrollment Lead database of all generated leads, including those developed through Pearson's PIC efforts. The Enrollment Lead database is the exclusive property of Pearson and shall include, but is not limited to, Enrollment Leads who begin the enrollment process and fail to convert, those who take no steps toward enrollment, and those who withdraw or are otherwise no longer enrolled in a Pearson supported school. The Enrollment Lead database is only for the benefit of the Program during the Term, including any renewal term. Customer is not entitled to receive any benefit of the Enrollment Lead database on or after February 1 of the last Academic Year of the Term, except those Enrollment Leads who specifically express a request for enrollment in the last Academic Year of the term. For the avoidance of doubt, and consistent with Pearson's enrollment and placement obligations set forth in Section 1.d. above, if the Agreement expires June 30, 2031 and is not renewed, the Program shall not receive the benefit of the Enrollment Lead database for the 2031-2032 Academic Year and beyond.
- e. Pearson is authorized by Customer to access Student Records for communication directly with Caregivers and Students in support of the Program's education mission about education enrichment related opportunities of potential interest, including post high-school opportunities, clubs and activities, academic contests and competitions, summer school opportunities, internship and job training opportunities. Pearson may authorize other Pearson affiliated businesses to send such communications, so long as Pearson approves of the communication content and such communications comply with all applicable State and federal law.

- f. Pearson will keep Customer's PIC coordinator, if any, apprised of the PIC development and implementation.
 - g. Pearson and the Customer's PIC coordinator, if any, will work together each year during the Term to develop and implement a PIC for the upcoming Academic Year. Pearson is under no obligation to implement any PIC initiatives promoted by the Customer that Pearson determines will have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the Connections Academy program.
 - h. Customer shall list the Program on its program page of options for parents. The link for the Program will direct families to the Program website maintained by Pearson which will be the enrollment portal for the Program.
 - i. Customer shall not undertake any independent PIC or other marketing activities without the express written consent of Pearson and then only under the terms Pearson establishes.
3. Post-Termination Enrollment and PIC Obligations. Pearson will have no obligation to perform enrollment services or to develop and implement a PIC for the Academic Year that follows any termination and non-renewal of this Agreement. For example, if the Agreement terminates and non-renews on June 30, 2031, then during the 2030-2031 Academic Year, Pearson has no obligation to develop and implement a PIC to support the recruitment and enrollment of students for the 2031-2032 Academic Year. Program is solely responsible for providing marketing and enrollment services to support the recruitment and enrollment of students for the 2031-2032 Academic Year and may do so without Pearson's involvement except, such services may not be provided in a manner that is disparaging of Pearson and may not use Pearson branding.

Schedule 7

Student Records and Data

1. Repository of School Records. The Customer hereby appoints Pearson its repository of electronic Student Records and other electronic records of the Program, including financial records, subject to the access, confidentiality, and privacy requirements of FERPA, the IDEA, Section 504, and other State and federal law.
 - a. Pearson will store and maintain such electronic records in accordance with State, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against:
 - i. accidental or unauthorized destruction;
 - ii. accidental or intentional loss or alteration; or
 - iii. unauthorized disclosure or access.
 - b. In the event the Agreement terminates, Pearson will maintain such repository of records for a period of four (4) years following such termination for no additional fee.
2. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in this Agreement and in connection with its repository obligations set forth above:
 - a. Pearson shall receive from Caretakers all Student Records on the Program's behalf that are submitted electronically through its secure, password-protected system.
 - b. All Student Record information remain the property of the Customer, and, to the extent not immediately available through the Program's on-demand access, shall be provided to the Customer via a secure means without unreasonable delay upon written request for such information. To the extent permitted by law, Pearson may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the Customer provides written notice requesting that specific records be returned or Destroyed.
 - c. Pearson shall certify to the Customer within one (1) year from the date it receives instructions as to what Student Records are to be returned or Destroyed that it has complied with the instructions of the Customer in connection with such notice.
3. Protection of Student Records. Pearson and the Program acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the Program at all times owns the Student Records and each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the Program each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the Program) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the Program shall also maintain Student Records in accordance with all other applicable laws and regulations.

4. Confidential Information. Each Party shall maintain the confidentiality of Student Records in accordance with applicable federal and State laws as more fully set forth in Schedule 13 (Legal Terms).
5. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the Program, Student and/or the Caretaker (“Student Information”). Pearson will not use any such Program-owned Student Information for any non-school related purpose without obtaining the written permission of the Program or the Student or Student's Caretaker (as the case may be).
 - a. Pearson may freely aggregate Student Information owned by the Program so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker.
 - b. All such aggregated data shall be the property of Pearson. Pearson may freely use all such aggregated data and identify its source as being the Program.
 - c. Pearson shall, from time to time, provide to the Program reports in an electronic format requested by the Program to the extent Pearson’s systems and capabilities permit. Upon receipt of such request from the Program, Pearson will work with the Program to formulate queries, formats and designs that will generate Student Information in a manner most useful to the Program, based on the Program's objectives and Pearson’s existing capabilities.
6. Communications from Pearson. Customer acknowledges and agrees that Pearson may periodically contact Authorized Users for the Program in connection with the Education Program, as well as to inform Caretakers and Students of educational opportunities related to such Students’ academic pursuits in compliance with State and federal law. Unless prohibited by law, the Program specifically consents to such communications being delivered to Caretakers and Students via the EMS WebMail portal and message boards, personal email to the extent such information is available, and direct mail. Except as expressly permitted by law, Pearson will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephone communications will be limited to Program related communications of an immediate nature that impact a Student’s access to the Education Program or are related to the Students’ academic participation and/or academic achievement. By accessing the Licensed Collateral, the Program and Authorized Users will be deemed to have consented to receive such communications.

Schedule 8

Technology and Facility

1. Technology. Pearson will provide the following Computer Technology and services associated therewith:
 - a. School Staff. For any staff who are not located at a facility maintained by the Customer who are providing services under this Agreement, Pearson will at its sole cost and expense provide and maintain in good working condition at least the following accommodations and services for all personnel under the control or supervision of Pearson who are engaged in providing the Educational Services under this Agreement: office supplies; telephone service; and computer Hardware and Software (including CPUs, monitors, printers, and other suitable peripherals). Any Hardware and Software provided by Pearson will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment, whichever is sooner. The Customer shall not be responsible for ensuring the return of Hardware or Software.
 - b. Computer Hardware and Software for Students. Pearson, in its sole discretion, may lease to the Program a computer and related software (collectively “Hardware and Software”) for each eligible Student with a demonstrated financial need, or to a household, in cases where there is more than one eligible Student. Any Hardware and Software provided by Pearson will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement, at the termination of employment, or when the Student is no longer enrolled, whichever is sooner. The Hardware and Software may be updated from time to time by Pearson. The Customer shall not be responsible for ensuring the return of Hardware or Software. However, to the extent that such Hardware or Software is not recovered, Pearson may invoice Students, unless prohibited by law for any Hardware or Software not returned.
 - c. Technology Support. Provide 24/7/365 technical support through on-line Help (in the EMS) and live phone support via Pearson Support Services to families and students and School Staff. Procedures for contacting Pearson Support Services are shared during the onboarding process and are posted for families and staff in the EMS. Currently technical support hours are Monday-Friday 9:00 a.m. to 9:00 p.m. (ET), and to staff Monday-Friday 8:00 a.m. to 6:00 p.m. (ET). Technical support hours are subject to change. For Students not using computer technology provided by Pearson, Connection shall provide initial technical support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students’ use of the EMS.
2. Facility Support. Pearson or its designee shall provide the following Facility Management and Maintenance:
 - a. Pearson may procure administrative office space for the Program in circumstances where, in Pearson’s sole opinion, the Program does not have an appropriate facility to meet the Program’s purpose. Pearson or its designee will work with the Landlord and oversee the buildout of the office space to accommodate the needs of the Program;

- b. Pearson will provide management and maintenance responsibilities for the space on behalf of the Program, including management and maintenance of equipment, furniture, and utilities.
- c. The office space shall be compliant with the Americans with Disabilities Act and meet any other requirements of applicable law.
- d. If this Agreement is terminated prior to its expiration, any capital equipment or furniture and fixtures (“Capital Assets”) owned by Pearson and located in the facility may be purchased by the Customer at the then current book value as recorded on Pearson’s financial records.
- e. Any Capital Assets not otherwise the property of the Landlord pursuant to the terms of the lease, as well as any other furniture, equipment or fixtures purchased by Pearson on behalf of the Program using federal or state grant funds or any other sources of public money, will continue to be deemed the property of the Program.

Schedule 9

Customer Responsibilities

1. General. The Customer is responsible for monitoring the Education Program being implemented by Pearson, in order to ensure the following: quality and efficacy of the Program, implementation of the Pearson model with fidelity, Student safety and well-being, and the Program's financial accountability, as well as adopting any necessary policies to comply with State law in oversight of the Program, and overseeing Pearson's operation of the Program, except for those services to be performed by Customer under this Agreement.
2. Diplomas. Grant diplomas based on attainment of minimum requirements for graduation with a Program diploma in line with established policies of the Customer.
3. Standardized Testing Administration. Support the reporting of all benchmark assessments, as well as all State-required testing and other State-mandated assessments, and a series of assessments designed to gauge the student's mastery of core concepts and readiness for the State standardized tests or other State mandated testing and provide the resulting data to Pearson.
4. Curriculum Modification Requests. Submit requests for Curriculum Modification Requests as provided at <https://www.connectionsacademy.com/product-highlights>. Pearson prioritizes Course Modification Requests that relate to or arise out of a change in regulatory standards. Pearson cannot guarantee other requested modifications will be available by the requested date but will work with Customer to deliver such modifications within a commercially reasonable timeframe given complexity of request, resource availability, and other such relevant considerations. In the event a specific Curriculum Modification Request cannot be implemented, or Pearson is unwilling to implement any Curriculum Modification Request, Pearson shall provide Customer with an explanation with specificity of its decision and engage Customer on other options available to it, given Customer's motivation for the particular modification.
5. Collection of Funds. Except to the extent prohibited by State law, the Customer shall use reasonable efforts to assist in the collection of any amounts that are due from other federal, state and local governmental entities, but shall not be responsible for any amounts that remain uncollected.
6. Insurance. Maintain the insurance identified on Schedule 12.
7. Student Data Transfer/Access Requests. Customer is responsible for determining that any Customer request for access to or transfer of Student personally identifiable information or Customer information to any third-parties, including government agencies, is appropriate, accurate and compliant with applicable local or Customer policies and procedures, as well as compliant with state or federal law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or transfer. Pearson is required to notify Customer of any such requests received by Pearson; provided, however, that Pearson's obligation to notify Customer shall not apply to, and Pearson may fulfill such requests without prior Customer notification, in the following categories of routine requests to the extent permitted by applicable law:

- a. Parent/Guardian and Eligible Student Access Requests. Requests by a parent, legal guardian, or eligible student to access, inspect, copy, or review Student education records pertaining to their own child or themselves, as required or permitted under FERPA (34 C.F.R. § 99.10), Texas Education Code § 26.004 or other applicable law;
- b. Receiving School Transfer Requests. Requests by officials of another Texas public school district, open-enrollment charter school, or other educational institution to which a student seeks or intends to enroll, for Student education records for purposes related to the student's enrollment or transfer, including but not limited to disciplinary records, behavioral threat assessments, and other records subject to mandatory transfer under FERPA (34 C.F.R. § 99.31(a)(2); 34 C.F.R. § 99.34), Texas Education Code § 25.002(a), Texas Education Code § 25.036(c) or other applicable law; and
- c. Authorized School Official Requests. Requests by school officials of Customer who have a legitimate educational interest in the Student education records, as determined by Customer and consistent with 34 C.F.R. § 99.31(a)(1), where Customer has designated such officials in its annual FERPA notification or applicable board policy.

Notwithstanding the foregoing, Pearson shall: (i) maintain records of all disclosures made pursuant to subsections (a) through (c) above in accordance with 34 C.F.R. § 99.32 and Texas Education Code § 26.004; (ii) provide Customer with periodic summary reports of such disclosures upon Customer's written request; and (iii) promptly notify Customer of any request that Pearson, in good faith, determines falls outside the scope of a routine request described in subsections (a) through (c) above.

8. Abide by Established Protocols, Policies and Procedures. The Customer shall abide by all Pearson established protocols, policies and procedures in connection with the Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a Program diploma, and return and recovery policies in connection with the use of Pearson-provided Computer Technology and Instructional Materials. In the event Customer becomes aware of a known or potential conflict with federal, State or local law, that makes compliance with this paragraph impossible or impracticable, Customer shall immediately provide Pearson with written notification of the known or potential conflict and work with Pearson to satisfactorily resolve such conflict. During any period of time that the Customer fails to: (i) oversee the delivery of the Education Program with fidelity; (ii) oversee the timely and consistent implementation of any School Improvement Plan; or (iii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to the Education Program brought to the Customer's attention by Pearson.
9. Regular Meetings. The Customer shall meet regularly with Partner Success team to discuss updates related to the Program operation and performance, school leader performance, as well as the parties' relationship.

Schedule 10

Collection of Funds, Pricing and Payment Terms

1. Pricing and Payment Terms:

- a. Payments. The following shall represent the financial responsibilities between the Parties: For each Academic Year during the Term, the Customer shall retain Three percent (3%) of the Basic Allotment funding or \$250,000 (“Minimum Guaranteed Payment”), whichever is greater. The balance of the Basic Allotment shall be paid to Pearson. In addition, the Program shall receive 100% of (i) all Average Daily Attendance (ADA) funds specifically designated to be used in the provision of Special Education Services, including, but not limited to, IDEA(b) funding (“Special Education Funds”), (ii) all Teacher Retention Allotment funds generated by the Program Teachers and received by the Customer, and (iii) all other funds (state, federal or local) generated by the Program Students, including, but not limited to, Title funds, state or federal grants, State Compensatory Education, Gifted and Talented Allotment, and Bilingual Education. All funding flowing to the Program as described in the immediately preceding sentence will be determined by state weightings annually.
- b. The Customer shall retain an amount equal to the salary (including taxes, benefits and retirement) for a Customer staff member to input and transfer student data into the relevant State’s reporting system. The amount of salary to be retained shall be based on the prevailing salary for a Customer staff member performing comparable duties and responsibilities, as established by the Customer’s applicable salary schedule and policies in effect for the relevant Term under this Agreement.
- c. Customer shall provide within thirty (30) days of a request from Pearson an accounting (preliminary or final) of all funding sources and funding amounts associated, derived from, or generated by the Program, School Staff, or enrollment of Students in the Program (“Funding Accounting”). To the extent a funding source identified in the Funding Accounting was not incorporated into the School Funding calculation and therefore not captured by Pearson in any invoice, such funds (including funds received from such funding source for a prior Academic Year) shall be incorporated into future invoices and subject to payment terms set forth in section 2 below.
- d. Any School Funding received following termination or non-continuing of this Agreement shall remain due and owing to Pearson as provided for herein. For example, in the event this Agreement terminates on June 30, 2031 and the Program or the Customer receive School Funding based on students enrolled during the 2030-2031 Academic Year, at any point after June 30, 2031, any such School Funding shall remain due and owing to Pearson as provided for herein.

2. Invoicing.

- a. Pearson shall invoice Customer monthly, unless the Parties agree in writing otherwise. Pearson shall invoice the Customer monthly in twelve (12) installments, September through August based on a forecasted funded enrollment number which shall be a number equal to the percentage of the number of funded enrollment Students identified in the Customer in the immediate prior Academic Year times the projected number of students enrolled during the Academic Year, with the final invoice to be used for a true-up based

on the actual number of students enrolled during the Academic Year. Customer shall remit payment to Pearson for these invoices within thirty (30) days of receipt. Any other payments due to Pearson by Customer for funds received for additional state or federal revenues or receipts for Students with Special Needs shall be paid within thirty (30) days of Customer's receipt of such funds. The Parties may establish alternate payment arrangements by mutual written agreement. In no event shall failure by Pearson to invoice Customer, in part or in full, constitute an abrogation of Customer's obligation to make payment to Pearson as provided for in this Schedule.

- b. Pearson may charge interest at the rate of one- and one-half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of funds being withheld from the Program due to a failure by Pearson to perform under the terms of this Agreement, or if the Program is disputing any charges. The Program shall notify Pearson in writing of the basis for any dispute within ten (10) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Texas. Any differences in amounts that were previously paid under this Agreement, as a result of such adjustments, shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, Pearson shall refund such amount to the Program as soon as practicable within the confines of Pearson's established business processes and procedures, but in any event no longer than 90 calendar days from the date Pearson determined such refund was owed the Program. In the event Pearson refunds or otherwise remits to Program a sum greater than a refund or other payment obligation due, Customer is obligated to return any overpayment to Pearson within ten (10) business days of receipt of notice of such overpayment. Failure by the Customer to pay amounts due that are not in dispute according to the schedule described above may result in access to the EMS being suspended for the Program's Authorized Users.
3. Funds Character. All Program funds received by the Customer, from whatever source, retain their character as school funds until such time as they are paid out to a third party, including Pearson, as payment for a service performed (or to be performed) for, or at the direction of, the Customer or for a product obtained at the direction of the Customer, at which time such monies paid to such third parties shall lose their school fund character.
4. State Audit Adjustments. To the extent that any funding adjustments as a result of a state audit are the result of Pearson's failure to adequately perform its responsibilities under this Agreement, Pearson will be required to return funds to the Customer in the amount determined as a result of a state audit, within sixty (60) days of such determination. Pearson's obligation hereunder is predicated on Customer allowing Pearson the opportunity to participate in any related audit and, in the event Customer fails to allow Pearson such opportunity, Pearson will have no obligation to return funds.

Schedule 11

Notice Information

Notices. All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Pearson Virtual Schools

Connections Education LLC dba Pearson
Virtual Schools USA
509 S. Exeter St, Suite 202
Baltimore, MD 21202
Attn: General Manager

With a copy to:

Pearson Virtual Schools USA
509 S. Exeter St., Suite 202
Baltimore, MD 21202
Attn: Legal
E-mail: Legal-PearsonOBL@pearson.com

If to the Customer:

Waco Independent School District
501 Franklin Ave.
Waco, TX 76701
Attn: Dr. Tiffany Spicer
E-mail: tiffany.spicer@wacoisd.org

With a copy to:

Sheehy, Lovelace & Mayfield, P.C.
510 North Valley Mills Drive, Suite 500
Waco, TX 76710
Attn: Lena Engelage
E-mail: lengelage@slm.law

Schedule 12 Insurance

1. Pearson Requirements. Pearson will maintain and keep in force insurance policies and limits no less than such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. The below limits of liability may be provided under the primary insurance policies, or in a combination with the limits afforded by an Umbrella or Excess policy. The Program will be included as an additional named insured under the below policies as allowed by law, or Pearson shall procure stand-alone policies on behalf of the Program with similar coverage and limits, but in no event less than required by applicable law, or both.
 - a. Workers' Compensation insurance, including Employer's Liability coverage with limits of at least \$1,000,000 for each coverage provided thereunder.
 - b. Commercial General Liability insurance with limits of at least \$5,000,000 per occurrence and in the annual aggregate.
 - c. Sexual Abuse and Molestation coverage with limits of at least \$5,000,000 per each abusive conduct limit and in the aggregate.
 - d. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than \$1,000,000 each accident.
 - e. Educator's Legal Liability insurance in an amount no less than \$2,000,000 each claim and in the annual aggregate.
 - f. Crime Insurance in the amount of no less than \$500,000 each claim and in the annual aggregate. Each claim limit applies separately to Crime coverages: Employee Theft, Client Property, Forgery or Alteration, Computer and Funds Transfer Fraud, Money Orders & Counterfeit Currency, and Premises.
2. Customer Requirements. Except for that insurance identified above, obtain and maintain the insurance as may be required by applicable law and as appropriate in connection with Customer's responsibilities under this Agreement.

Schedule 13

Legal Terms

1. Term. The Term of this Agreement shall be as described in Section 2 of the cover page of this Agreement.
2. Renewal Term Negotiation. If the parties have entered into negotiations to renew this Agreement, and, as of February 1, 2031, neither party has informed the other party of its intent to not renew the Agreement, this Agreement shall continue to be in full force and effect until: (1) the Parties enter into a renewal agreement; or (2) one party informs the other party of its intent to not renew the agreement. If the notice of intent to not renew occurs anytime on or after June 30 of the last Academic Year of the Term (i.e. June 30, 2031, then such notice of termination shall take effect on June 30 of the immediate upcoming Academic Year [i.e. June 30, 2032] (“Continuation Term”) and Pearson’s compensation shall be in accordance with the fee agreement set forth in the Agreement, including any negotiated price increase for the Continuation Term. If notice of the intent to not renew is provided by Customer between the dates of February 1 and June 30 of the final Academic Year, Pearson shall be entitled to reasonable compensation for services provided to the Program in preparation for and in anticipation of the immediate upcoming Academic Year in an amount equal to the total number of Students enrolled in the Program as of October 31 of the prior Academic Year multiplied by \$100. For example, if the notice to not renew is provided on May 15, 2031, then Pearson’s compensation for services provided to the Program in anticipation of the 2031-2032 Academic Year shall be a sum equal to the number of Students enrolled on October 31, 2031 multiplied by \$100. In the event that Pearson continues to provide services throughout the Continuation Term without (i) a renewal agreement being executed or (ii) a notice of non-renewal being issued by February 1 of the Continuation Term, then the terms by which the parties will conduct themselves during the continued negotiation of the renewal agreement shall be as set forth in this section, with each subsequent Academic Year Pearson provides services under the terms of the Agreement (July 1 to June 30) being termed a Continuation Term.
3. Termination. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of early termination must be made in writing and delivered to the addresses set forth herein no later than December 15 of the current Academic Year, unless another date is specifically provided for, and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - a. By either party, if one (1) party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect the cure and the breach at issue does not objectively lend itself to cure within that thirty (30) day period, then such additional time as necessary to complete the cure, but in no event longer than sixty (60) days following written notification of the breach;
 - b. By Pearson, if the payments to which Pearson is entitled in Schedule 10 of this Agreement are materially reduced as a result of a change in funding provided to the Program or applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Pearson is unwilling or unable to make the

required changes. Termination under this provision may only take effect on the earlier of the effective date of the change in funding provided to the Program or at the end of the then current Academic Year;

- c. By Pearson, if there are unresolvable differences between the Parties relating to what Pearson considers to be conduct that reflects materially and unfavorably upon Pearson's reputation with respect to the manner in which Program carries out its responsibilities under the terms of this Agreement and Pearson provides the Program with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Pearson satisfaction the circumstances giving rise to the unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;
 - d. By Customer, if Customer determines at the end of an Academic Year that the Education Program set forth in this Agreement does not meet the requirements for a publicly funded virtual school, as defined by applicable laws and regulations, but only if Pearson is unable or unwilling to cure the identified deficiency within thirty (30) days after being given reasonable notice of the deficiency and the requirements to cure the deficiency. In the event Customer determines Pearson's cure efforts do not cure the deficiency, Pearson shall be provided additional reasonable time, which shall be no less than thirty (30) days, to address the areas of deficiency identified by Customer; or
 - e. By either party, immediately, if the Program is no longer certified to be operational pursuant to applicable Texas state law.
4. Obligations in Anticipation of Termination or Non-Renewal. Customer shall be solely responsible for providing all services in support of the Program's preparation for the Academic Year following termination or non-renewal of the Agreement, regardless of when during the calendar year those services typically commence. Such services include, but are not limited to, marketing, enrollment, intent to return process, budget development, development of any charter renewal application or other public filings. For example, if the Agreement terminates or non-renews as of June 30, 2032, then any services historically provided by Pearson in preparation for an upcoming Academic Year (in this example, the 2031-2032 Academic Year), is the sole responsibility of Customer. In addition, upon notice of Customer's intent of non-renewal or termination, it will be in Pearson's sole discretion whether Customer or School Staff is included in Connections Academy school meetings, trainings and events.
5. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:
- a. Pearson shall provide reasonable assistance to Customer in the Customer's transition of Pearson's responsibilities from Pearson to the Customer to minimize the disruption to the Students; provided, however, that this provision shall not apply if the Agreement was terminated due to Customer's material breach thereof;
 - b. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement;

- c. All access to the EMS and other educational products and services contracted for herein shall be discontinued upon the effective date of any such termination;
 - d. Pearson shall provide to Customer copies of all Student Records not otherwise in the Program's possession or able to be taken into Customer's possession through self-help means available to the Customer through its access rights, within a reasonable time, after receipt of such request, taking into account Pearson's competing priorities;
 - e. The Customer shall pay Pearson all amounts due under this Agreement upon their due dates.
 - f. Customer's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The Customer agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy" or "Pearson", and any other Licensed Marks shall be removed from the Program's signage, stationary, website, marketing materials and any other material or location it appears.
6. Grant of Rights and Access.
- a. License. Pearson hereby grants to the Program a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the EMS and the Content and Instructional Materials and other Intellectual Property contained in the EMS (collectively the "Licensed Collateral"). The Program's right to access and use the Licensed Collateral is solely for the intended purpose for which the access is granted and is subject to Pearson's Intellectual Property provisions of this Agreement set forth below, as well as the Terms of Use, which may be updated from time to time (<https://www.connectionseducation.com/terms-of-use/>) and the School Handbook (The Terms of Use will govern in the event of any conflict between the Terms of Use and the School Handbook). Pearson may update the features and functions of the EMS from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.
 - b. Permitted and Prohibited Uses.
 - i. All rights not expressly granted to the Program and Authorized Users pursuant to this Agreement are reserved to Pearson, and any uses of the Licensed Collateral by the Program and Authorized Users not expressly permitted in this Agreement are strictly prohibited.
 - ii. Unless otherwise authorized by Pearson in furtherance of the delivery of Education Program related services, Program will not, and will not permit Authorized Users, Program's employees or agents or any third party to: (i) access the Content and Instructional Materials or the EMS, except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement, the Terms of Use and the School Handbook; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sublicense, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code

- (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of the EMS; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the EMS or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages the EMS, Content, Instructional Materials, Pearson or its content providers, or in any manner that Pearson may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information or permit access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.
- c. Usage Guidelines and Rules of Conduct. The Program (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The Program will comply and assure compliance by its employees, agents and the Authorized Users with Terms of Use of the EMS, Privacy Policy, and other applicable Pearson policies, as well as the Program Handbook, all or any of which may be updated from time to time. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the EMS login page. The Program acknowledges that Pearson may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Pearson will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct are prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the EMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the EMS. The Program shall immediately provide Pearson with written notice of any unauthorized use or distribution of the Content, Instructional Materials, Education Program, or any use of the EMS that violates the Terms of Use, of which the Program becomes aware and shall take all necessary steps to ensure that such unauthorized or inappropriate use or distribution is terminated.
- d. Security and Use of Passwords. Each Authorized User will have a username and password for the purpose of accessing the EMS and the Content and Instructional Materials (the "Log-In Information"). The Program and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The Program and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.
- e. Availability and Support. Pearson strives to provide access to the EMS twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions and that those interruptions may

be for an extended period of time due to events such as but not limited to times of social disruption, cyber-security incident, or catastrophic system failures or preemptive measures taken to avoid or minimize an unauthorized data disclosure event, cyber-security incident or catastrophic system failure. Any system access failures resulting from degradation or loss of internet access is outside the control of Pearson and cannot be attributed to Pearson.

- f. Program Name. During the Term, Pearson grants a limited, royalty free, nontransferable license for the duration of the Term, unless terminated earlier as described herein, to use the name Texas Connections Academy as the name for the Program being operated under the terms of this Agreement. Customer agrees to adopt as requested by Pearson any aesthetic changes, such as font and color scheme, to the Connections Academy brand, including to the star person design mark or other design mark that Pearson adopts to be used in proximity to the Connections Academy brand. The Customer agrees that Pearson is permitted to place in proximity to the Program's name a Pearson endorsement, including but not limited to "by Pearson." Customer agrees that even in circumstances where the licensed Program name does not contain the Connections Academy brand as part of its name, the goodwill associated with the Program name is directly attributable to the use of the Pearson Education Program and the interactions between Students, Caregivers and Learning Coaches, as well as School Staff and Pearson systems, curriculum and tools, and service providers and that changing the Program name is essential to protecting Pearson goodwill and reputation in the marketplace.

- g. Social Media. As part of its public relations and outreach service offering to Customer, Pearson has agreed to develop, manage and maintain a website and other social media presence, which currently consists of a Facebook page, but may expand to other social media platforms (collectively "Social Media Channels"), exclusively for the use of the Program. The design, branding/name, URL, content (including quoted material from Program teachers and families obtained by Pearson) are for use on the website and Social Media Channels, including related metadata, and are developed and maintained by Pearson as its exclusive intellectual property. Program is hereby granted a beneficial license to the website and Social Media Page Channels during the term of this Agreement, and any extension thereto. Customer is prohibited from creating branded Social Media Channels without the express written consent of Pearson, which consent can be freely withheld. Updates to the website or Social Media Channels, except updates required by law, shall no longer be made as of February 20 of the last year of the Term and Social Media Channels will be deactivated as of April 30 of the last year of the Term. Further, except for graduation support, no Program specific public relations services will be provided after April 30 of the last year of the Term. Under no circumstances is Customer or any third-party service provider of Customer permitted to copy or otherwise use any content, including metadata from Pearson's developed and maintained website and Social Media Channels. All search history, metadata, and similar attributes of use of the website and Social Media Page Channels inure to the exclusive benefit of Pearson.

7. Trademarks.

- a. Pearson and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Pearson trademarks can be found at:

<https://www.connectionsacademy.com/content/dam/pvs/ca/portals/75/documents/trademarks/common-law-trademarks.pdf> (collectively, the “Licensed Marks”). Pearson grants to the Program a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Pearson. The Program agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Pearson, the most up-to-date version of which can be found at: <https://www.connectionseducation.com/trademark-guidelines/>. Pearson retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Program hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Pearson.

- b. Upon termination of this Agreement, the Program’s license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. The Program agrees that within thirty (30) calendar days from the date of termination, all references to “Connections Academy”, and any other Licensed Marks shall be removed from the Program’s signage, stationary, website, marketing materials and any other material or location it appears.

8. Intellectual Property.

- a. Limitations on Use. The Licensed Collateral, including but not limited to, the EMS and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Pearson trademarks and copyrighted works, and the trade name “Texas Connections Academy” are the Intellectual Property of Pearson. The Program’s right to use and benefit from said Intellectual Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.
- b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Pearson to the Program, School Staff, Students, Caretakers, or Learning Coaches.
- c. No Use of School Funds to Develop or Procure. No Program funds shall be used by Pearson to develop or procure Courses or Content or Instructional Materials or improvements to the EMS, provided, however, any Program funds paid to Pearson for provision of the Education Program hereunder, once paid, shall not be deemed to be Program funds, but shall be compensation for services rendered by Pearson. Any use of such compensation by Pearson shall be its proprietary information, subject to trade secret protection, and not subject to disclosure.
- d. Derivative Works. Any works created by the School Staff and derived from Pearson’ Intellectual Property shall be deemed the property of Pearson, and the Program agrees to extend all reasonable and appropriate measures to assist Pearson in securing and perfecting its ownership interest in such derivative works.
- e. Derivative Works License. The Program hereby grants to Pearson and will require its School Staff to do the same, a worldwide freely transferable, royalty free, perpetual license,

in any content contained in any Derivative Works that are determined to remain the property of the Program and/or a member of its School Staff. Similarly, to the extent that any School Staff created educational content is hosted on the EMS or in a LiveLesson[®] session, the Program on behalf of itself and such School Staff hereby grants to Pearson a worldwide, freely transferable, royalty free, perpetual license to use such School Staff created educational content for its own commercial purposes.

9. Confidentiality.

- a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all or any portion of the disclosing party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of this Agreement and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.
- b. Student Records. Pearson and the Program acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the Program at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the Program each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the Program) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the Program shall also maintain Student Records in accordance with all other applicable laws and regulations.
- c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders, and (ii) the receiving party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this is not intended to permit the disclosure of education records referenced in the sub-section above, unless permitted by Applicable Law.
- d. Directory Information. To the extent permitted by law, Pearson is authorized by Customer without submitting a formal public records request, to collect Directory Information from Program for purposes of supporting Pearson's advocacy efforts on Program's behalf and

for communicating with families about other educational opportunities available through Pearson or its affiliated businesses.

- e. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.
 - f. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or other trade secret information to which a party gains access (either authorized or unauthorized) and that a party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
10. Power and Authority; Authorization. Each Party has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The Customer has provided and will provide Pearson with the authority and power necessary and proper to undertake its obligations and responsibilities pursuant to this Agreement.
 11. Sales Tax, Gross Receipts Tax or Other Business Tax (collectively "Business Tax"). The Customer shall provide Pearson with support that it is tax exempt. The Customer shall be responsible for all state or local Business Tax assessed, if any, based on the Education Program provided by Pearson hereunder, regardless of whether such law assigns responsibility for payment of the tax to Pearson.
 12. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Any legal proceeding relating to this Agreement shall be brought in courts, state and federal, located in McLennan County, Texas.
 13. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section, including disputes related to whether a Party has breached this Agreement, unresolvable difference between the Parties, or Customer's payment of sums owed to Pearson under this Agreement.
 - a. Negotiation. The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the Pearson Senior Vice President, Business Development and Customer Success for Pearson and Customer's designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Pearson and the Program as the Parties mutually deem appropriate.
 - b. Mediation. In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to a third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated. In the event the dispute arises out of

an early termination provision allowing for a cure period, mediation must occur within the cure time frame permitted under such provision.

- c. Confidentiality. The Parties agree to treat all discussions and sharing of documents related to this Section 13 as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.
14. Non-Discrimination. Neither Pearson nor the Customer will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or State law.
15. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement; provided, however, that if such invalidity or unenforceability, in Pearson's sole discretion, materially affects Pearson's ability to provide the Education Program, Pearson may terminate this Agreement.
16. Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Pearson or its managing member or an assignment from or to a wholly owned subsidiary of Pearson, notice of which shall be provided by Pearson to Customer, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission.
17. Complete Agreement; Modification and Waiver. This Agreement, including all schedules, exhibits and addenda attached thereto, constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. In the event of any conflict with any other document, the terms of this Agreement shall govern. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties, provided, however, the parties may execute written amended (including restated) schedules without amending the entirety of the Agreement. Unless any amendment results in a modification of fee for services or other remuneration to either party, the SVP, Business Development and Customer Success is authorized by Pearson to execute schedule amendments. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
18. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall exist, or, if such

performance has been rendered impossible by such circumstance, then the performance of such obligation shall be cancelled.

19. No Third-Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
20. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
21. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
22. Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and State laws and regulations including all the specific requirements of the charter, applicable local ordinances and the Program's policies whether or not specifically listed in this Agreement.
23. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
24. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
25. Authority to Enter into Agreement. Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms. Each party further warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
26. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. This Agreement may also be signed in counterparts, which shall together constitute the signed original Agreement. Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

27. Survival. The rights and responsibilities the parties with respect to Fees and State Audit Adjustments; Trademarks; Derivative Works; Confidentiality; Obligations on Termination; Indemnification; Limitation of Liabilities; Notice; Governing Law; Resolution of Disputes; No Third-Party Rights; Professional Fees and Expenses; Compliance with Laws, Policies, Procedures and Rules; Interpretation of Agreement; and Status and Relationship of Parties, shall survive the termination of this Agreement.
28. Status and Relationship of the Parties. Pearson is a limited liability company organized under the laws of the State of Texas and is not a division or a part of the Customer [update if contracting under state level subsidiary]. The Customer is the governing board of a State public charter school authorized by State law and is not a division or part of Pearson. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. No agent or employee of Pearson shall be deemed to be an agent or employee of the Customer. Pearson shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Customer shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Pearson and the Customer is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Pearson and the Customer. The Parties acknowledge that Pearson has the right to provide the Education Program to others within and outside of the State.
29. Preservation of Immunity. Nothing in this Agreement shall be construed as a waiver of any immunity, defense, right, or protection to which the Customer is entitled under the Texas Constitution, applicable statutes, or common law, including but not limited to governmental immunity from suit and from liability.

Schedule 14

Index of Defined Terms

“Academic Year” shall mean the school year as defined by the School Calendar under which the Program operates.

“Administrative Staff” means any and all individuals employed by or otherwise providing administrative services for or on behalf of the Education Program operated by the Program, including but not limited to Lead School Administrator, Principal, and Assistant Principals whose primary job responsibilities involve day to day operations of the Program, including oversight of the Instructional Staff.

“Affiliates” means any entity controlling, controlled by or under common control with another entity. With respect to Pearson, Affiliate shall also include Pearson, Pearson plc and its Affiliates. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

“Applicable Law” and “applicable law” is defined herein as the Constitution of the State, the State education laws and/or code, the federal Every Student Succeeds Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to virtual public charter schools in the State.

“Authorized Users” shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, and Learning Coaches who are authorized to access the EMS, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Budget” shall mean the operating budget for the Program.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker.

“Computer Technology” shall mean (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible household in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement; (h) login and password information for the EMS; (i) technical information such as development methods,

computer software, research, inventions, the design and operation of the EMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing party at all times, and the parties hereby acknowledge and agree that all such Confidential Information of a party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving party, by license or otherwise.

“Content” means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Pearson and its third party content partners and delivered in an online format through the EMS (as defined herein) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined herein). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Pearson reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the Program will receive reasonable notification concerning any substitution or withdrawal that is substantial.

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the state in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

“Curriculum” means a program of instruction provided by Pearson, which includes Content and Instructional Materials accessed primarily through the EMS, that, together with Teacher provider additions and/or modifications, shall meet the educational content or other standards established by the state in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

“Destroyed” means at minimum removing personally identifiable information from the Student Record stored on Pearson’s production systems.

“EMS” means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL www.classroom.pearson.com, or such other URL as Pearson or its Affiliates may designate from time to time, through which Authorized Users access Pearson Content via a secure, password protected website. The features and functions of the EMS may be modified and/or updated from time to time by Pearson. Access to the EMS is governed by the Terms of Use located at <https://www.connectionseducation.com/terms-of-use/> and defined herein.

“Enrolled” shall apply to a Student (as hereinafter defined) (a) who has completed all of the requirements for admission to the Program; has been notified of their acceptance in the Program; has not been expelled from the Program; has not been withdrawn from the Program; or has not enrolled in another full-time public or private school; and (b) for whom the enrollment requirements of the Program have been met.

“Enrollment Leads” shall mean the Caretaker names, contact information, demographic and other information developed and collected through Pearson’s marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement, including leads, developed and collected through radio, online and television advertisements, online and in person information sessions, the Connections Academy website, surveys and petition gathering efforts, and other marketing activities performed on behalf of Pearson and/or the Program.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Enrollment Leads, data and materials and other related collateral developed by Pearson, regardless of whether such data, materials and collateral are developed specifically for the Program.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook. Learning Coaches are not employees or contractors of either the Program or Pearson; shall not receive any compensation for their services from either Pearson or the Customer; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of “Instructional Aides”.

“Licensed Collateral” shall mean The EMS and all technology, programs, services, and materials hosted thereon to which Customer is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which Customer is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Pearson and Pearson trademarks, and the trade name “Texas Connections Academy”

“Marketplace” shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

“Public Information Campaigns” or “PIC” shall mean such activities as outreach efforts to drive awareness and interest of the Program to attract eligible students through various channels. Outreach efforts, strategies and tactics may shift throughout the PIC depending on demand, changing consumer behaviors, and testing and optimization of campaigns.

“Privacy Policy” means that certain statement of Pearson’s practices for handling personally identifiable and non-personally identifiable information gathered by Pearson through the EMS or any web site maintained by Pearson from time to time.

“Program Guide” shall have that meaning ascribed to “Curriculum Guide,” defined herein.

“Related Services” shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, psych-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, assistive technology, and other services of a similar nature.

“School Calendar” shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Pearson will provide Education Program on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under State law. The School Calendar for each Academic Year is subject to the prior approval of the Customer, taking into account all reasonable comments and suggestion by Pearson, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Handbook” shall mean the set of policies, rules, and guidelines promulgated by Pearson that are to be followed by Students and their Caretakers.

“School Staff” shall mean collectively the Administrative Staff and Teachers, as well as any other person employed to provide services to, or on behalf of the Program.

“Services” means any service provided by Pearson to Students, including therapeutic or educational services, under the terms of the Agreement between the Program and Pearson.

“Special Education Protocols” shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

“Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

“Special Education and Counseling Staff” shall mean the staff employed by Customer providing Special Education services or Counseling services to Students at the Program, as the case may be.

“Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”) or Section 504 of the Federal Rehabilitation Act of 1973.

“Student” or “Students” means any person actively enrolled in the Program.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined herein), which the Program or Pearson is required to retain in accordance with State law.

“Teacher” means any and all educators involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement, including for Special Education and Counseling Staff.

“Terms of Use” means certain rules governing how Authorized Users may and may not use EMS and any Content and Instructional Materials accessible through the EMS. The most current version is located at <https://www.connectionseducation.com/terms-of-use/>

“Website” means the Pearson website with the URL <http://www.connectionsacademy.com/home.aspx> and any subpages connected thereto.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: May 14, 2026

Contact Person: Jerry Allen

RE: Review, Discuss and Take Appropriate Action on Bond Funded Strategic Initiatives

=====

Background Information

Thanks to the excellent investment strategies and fiscal competence of our district Construction Services and Finance Services teams, Waco ISD can begin utilizing the remaining bond funds from the 2021 Voter approved bond referendum for the next phase of facility enhancement to support our board-approved strategic priorities. As mentioned previously in the February Board Update, and with school board member input from the April School Board workshop, Waco ISD is wanting to begin collaborating with local engineering firms and School Board-approved design teams to launch the following facility enhancement initiatives across the district.

- ***Renovating and modernizing our athletic facilities.*** University High School and CC Middle School Turf & Track, and the Tennis Courts at UHS.
- ***The addition of weather resistant canopies at the following campuses:*** Lake Air, Brook Avenue, Mountainview, and Provident Heights Elementary Schools.
- ***The additional facility needs at the newly constructed campuses:*** Waco High School, South Waco Elementary, and Kendrick Elementary

Fiscal Implications

\$6,230,000.00 Bond funding for Athletic Facilities Improvements

\$500,000.00 Bond funding for Weather Resistant Canopies

\$650,000.00 Bond funding for newly constructed campus facility standards and compliance

Administrative Recommendation(s):

The Administration recommends the approval of appropriating \$7,380,000.00 of the remaining 2021 voter approved bond funding to address these strategic priorities as presented.



WACO INDEPENDENT SCHOOL DISTRICT

Strategic Facility Enhancements: Advancing District Priorities

Bond-Funded Athletic & Facility Enhancements

May Board Meeting Update

Jerry N. Allen, Chief Operations Officer



Project 1: Athletic Facilities Modernization

\$6,230,000
 (Covers Design, Architectural, Engineering, Survey, Testing & Construction)c



University High School (Turf & Track)
 Adds field turf and renovates track. Corrects years of flood damage/irrigation issues eliminating student welfare hazards. Ensures high school parity.

University High School (Tennis Courts)
 Renovations and additions to secure UIL competition availability.

CC Middle School (Grass & Track)
 Natural grass field and track renovation. Decreases lost instructional time, ensures middle school parity, and enables interscholastic/district play to increase community pride.



Strategic Value

Parity
 Ensures equal facilities across high schools and middle schools.

Student Welfare
 Corrects years of flood damage and irrigation hazards.

Compliance & Pride
 Meets UIL standards, decreases lost instructional time, and fosters interscholastic physical activity.

Phase 1: Planning

Design, Testing & Competitive Sealed Bidding

May - July 2026

Phase 2: Execution

Construction Begins

August 2026

Project Completion

Facility Launch

May - July 2027

Wisdom works wonders.

Project 2: Dedicated Weather Resistant Canopies

\$500,000
(Covers Design, Architectural, Engineering, Survey, Testing & Construction)




Target Campuses:

 Lake Air Montessori

 Brook Avenue

 Mountainview

 Provident Heights

Strategic Value

Student Welfare
Crucial protection from harsh Texas weather elements.

Site Functionality
Secures and streamlines pivotal drop-off and pick-up zones.

Family Safety
Shields students, staff, and families during peak transit times.



Wisdom works wonders.

Phase 1: Design, Survey, Testing & Quotes through Purchasing Coop
May – July 2026

Phase 2: Construction Begins
August 2026

Project Completion
January - March 2027

Project 3: Facility Standards & Security Needs

\$650,000
 (Covers Design, Architectural, Engineering, Survey, Testing & Construction)



Target Campuses:

Waco High School

Kendrick Elementary

South Waco Elementary



Strategic Value

Energy Management
 HVAC controls matching district standards (Kendrick, South Waco)

Safety & Security
 Cameras, card access, fencing, exterior furniture, and AV PA systems (Waco HS)

TEA Compliance
 Required safety window treatments at new campuses

Canopies
 Expedited canopy construction for drop-off zones, aligning with Project 2.

Initiate Purchasing Process with District approved Vendor or Purchasing Coop
 Immediate / May

Expedited Canopy Construction
 Aligned with Project 2

Integration of Safety/HVAC Elements
 Ongoing

Wisdom works wonders.

Delivering on Board-Approved Priorities

Priority Area	Students	Staff	Community	Financial & Operational Efficiency
Athletic Modernization	✓	✓	✓	✓
Elementary Canopies	✓	✓	✓	✓
Facility Standards	✓	✓	✓	✓

Wisdom works wonders.

"Every dollar of remaining bond funds is directly mapped to a core beliefs of the Waco ISD Board-Approved Strategic Priority Plan."



WACO INDEPENDENT SCHOOL DISTRICT

THANK YOU

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: May 14, 2026

Contact Person: Dr. Suzanne Hamilton

RE: Priority 1.3- Create and Sustain a Safe and Supportive Learning Environment

=====

Background Information:

Priority one of the Waco ISD strategic plan focuses on supporting student achievement. Strategic Objective 1.3 focuses on creating and sustaining a safe and supportive learning environment.

The attached presentation provides an update on district progress and includes the following areas of focus:

- Multi-Tiered Systems of Support for Behavior (MTSS-B)
- Discipline Data Validation Indicators
- Safety Protocols and Practices

Fiscal Implications:

None

Administration Recommendations:

For Discussion only.



Waco ISD Strategic Plan Report

Priority 1.3- Create and Sustain a Safe and Supportive Learning Environment.

1.3.1: Implement tiered expectations of the Multi-Tiered Systems of Support for Behavior (MTSS-B) intervention processes with fidelity and consistency across the District.

Baseline:

Tier 1- 62%; Tier 2- 73%; Tier 3- 65% *SPED only

Outcomes:

Tier 1- 65%; Tier 2- 76%; Tier 3- 66%

Goal:

For 2026 reach 66% for Tier 1, 77% for Tier 2, and 65% for Tier 3.

PHASES OF IMPLEMENTATION



1

YEAR 1

Initial planning and development of practices.

2

YEAR 1

Gradual application of select practices or all practices with select groups.

3

YEAR 2

Adoption of practices throughout the campus and by all staff.

4

YEAR 3+

Ensuring quality practices continue from year to year.



Tier 1 District Overall MTSS-B District Averages

Connections:

Reach & Respond

Skill Building:

Establishing and Teaching Core Values

Acknowledgment:

Feedback on positive behaviors using a specific tool

Corrective:

Feedback on non-examples of expected behavior with common responses

System Support:

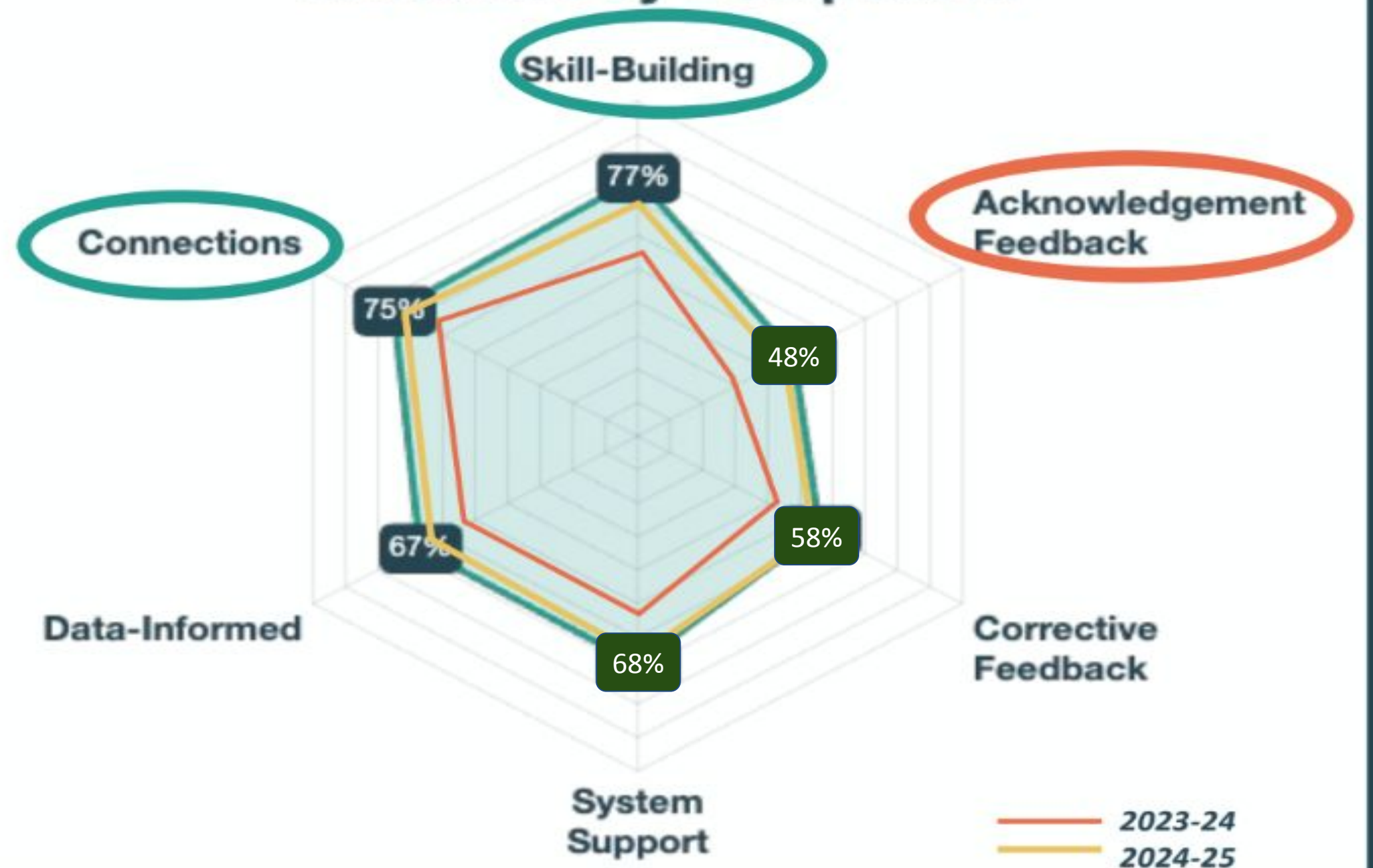
Processes for training, communication & refinement

Data Informed:

Collection & analysis of data for decision making

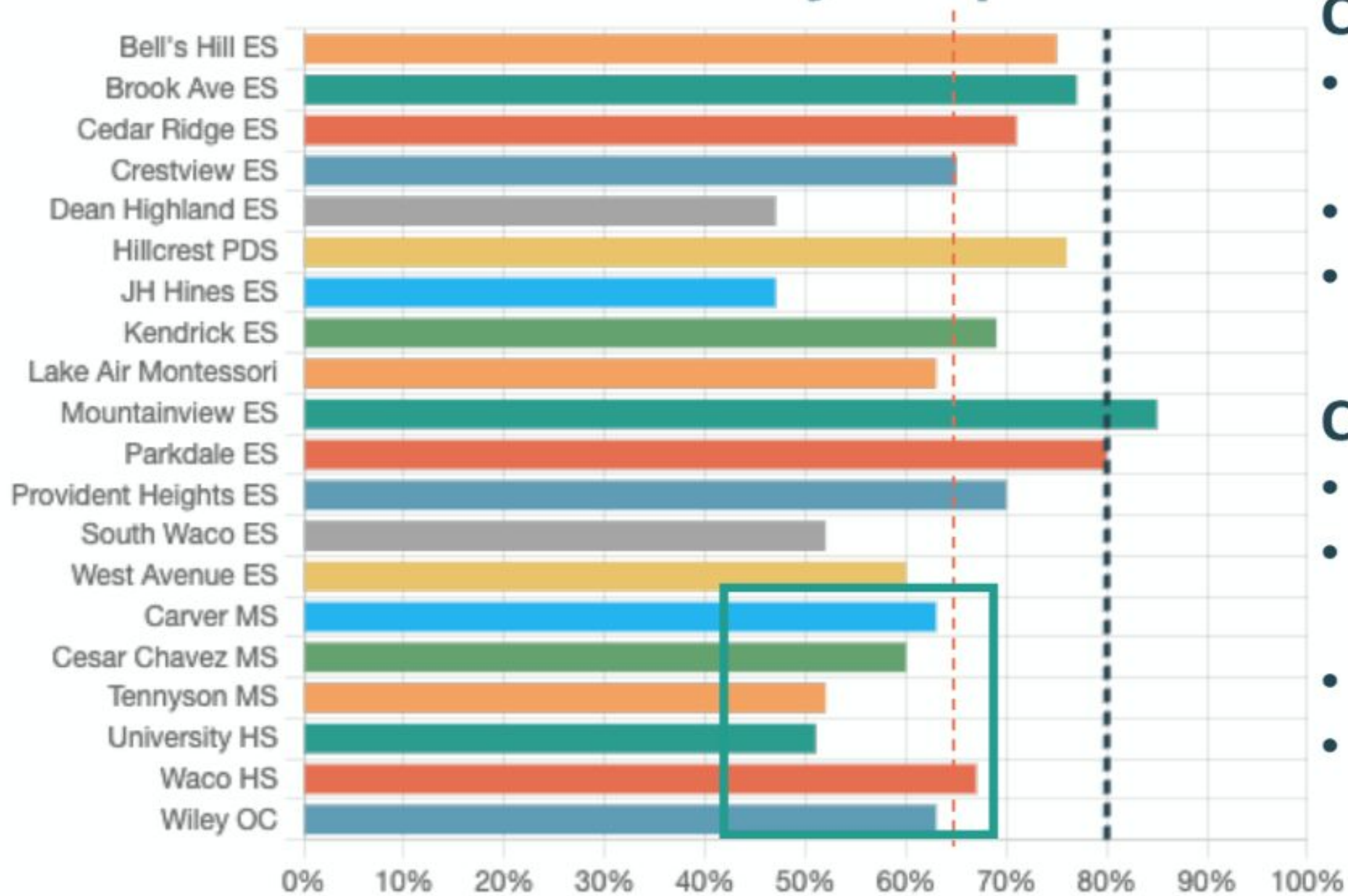
Tier 1 District Averages

Indicators by Component



Tier 1 District Overall Averages by Campus

Overall Indicators by Campus



Considerations:

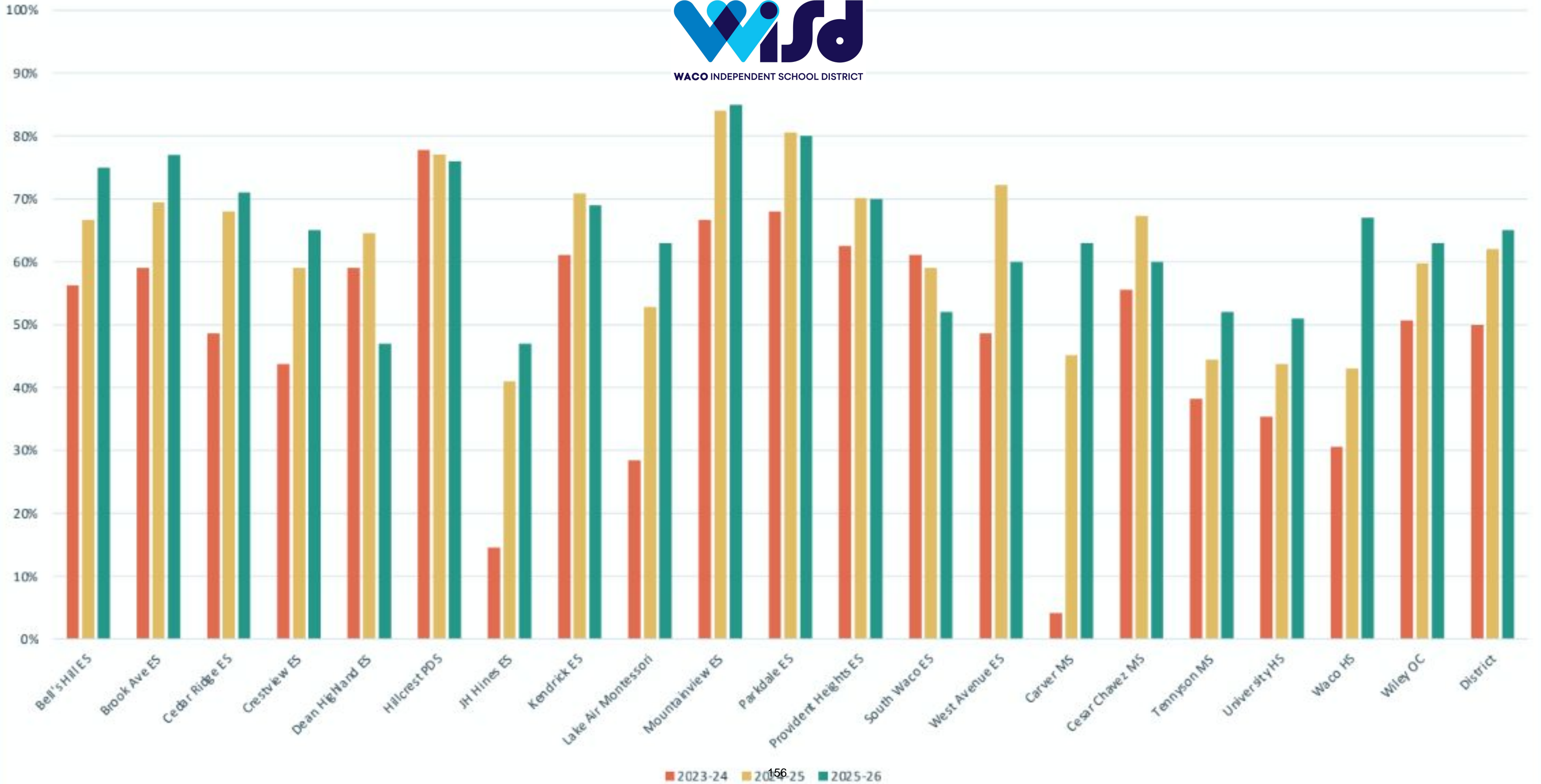
- Campus leadership turnover
- Size of campus
- District Average 65%

Celebrations:

- Secondary gains
- 7 campuses at or above 70%
- 2 at 80% fidelity
- Overall growth as a district



Tier 1: Multi Year Comparison



Tier 2 District Overall MTSS-B District Averages



WACO INDEPENDENT SCHOOL DISTRICT

Check-in/Check-out- Relational intervention with campus-based mentor

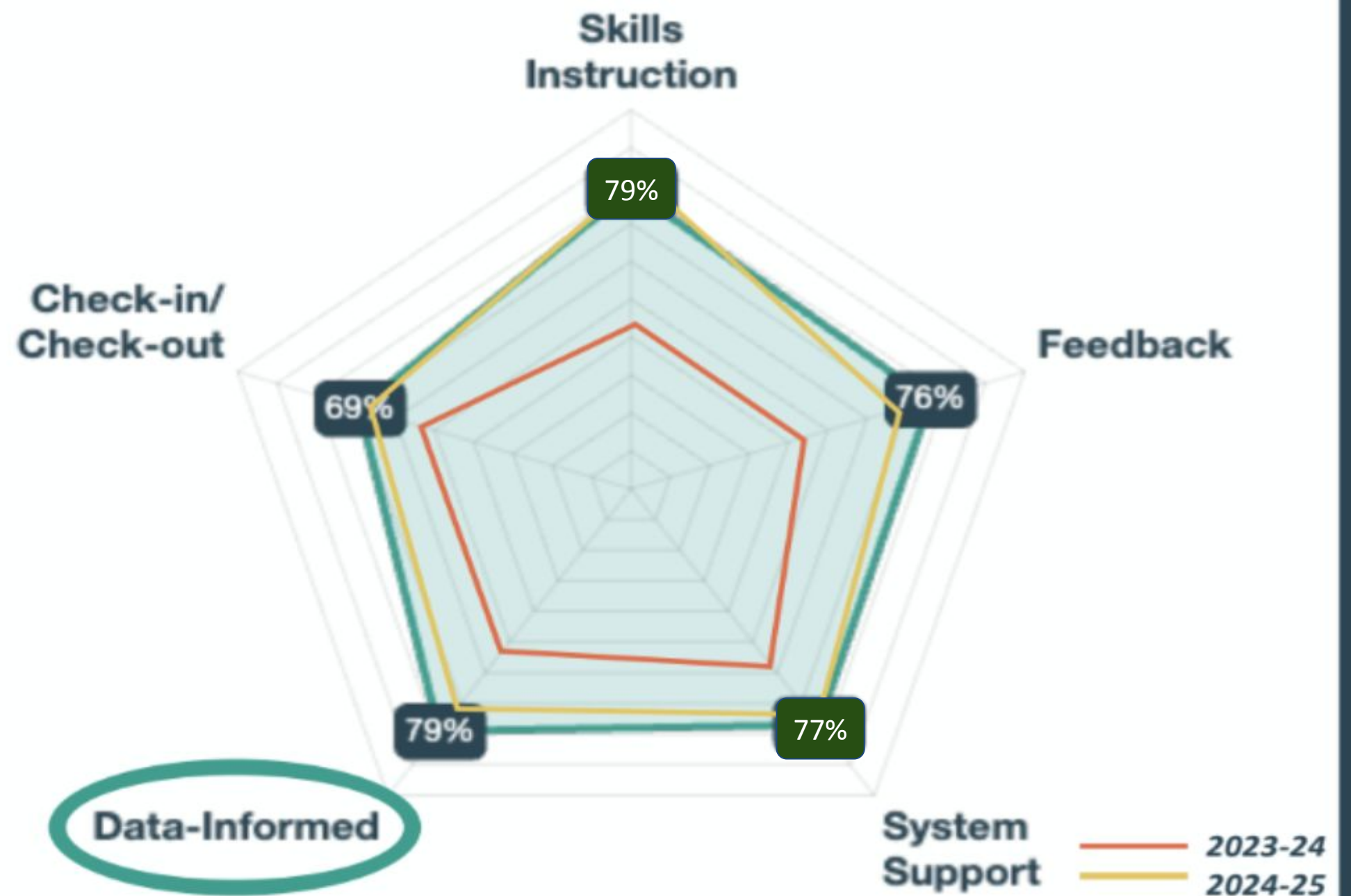
Skills Instruction- Explicit and small group teaching of behavior skills

Feedback- Scheduled communication and reflection on demonstration of skills

System Support- Processes for training, communication & refinement

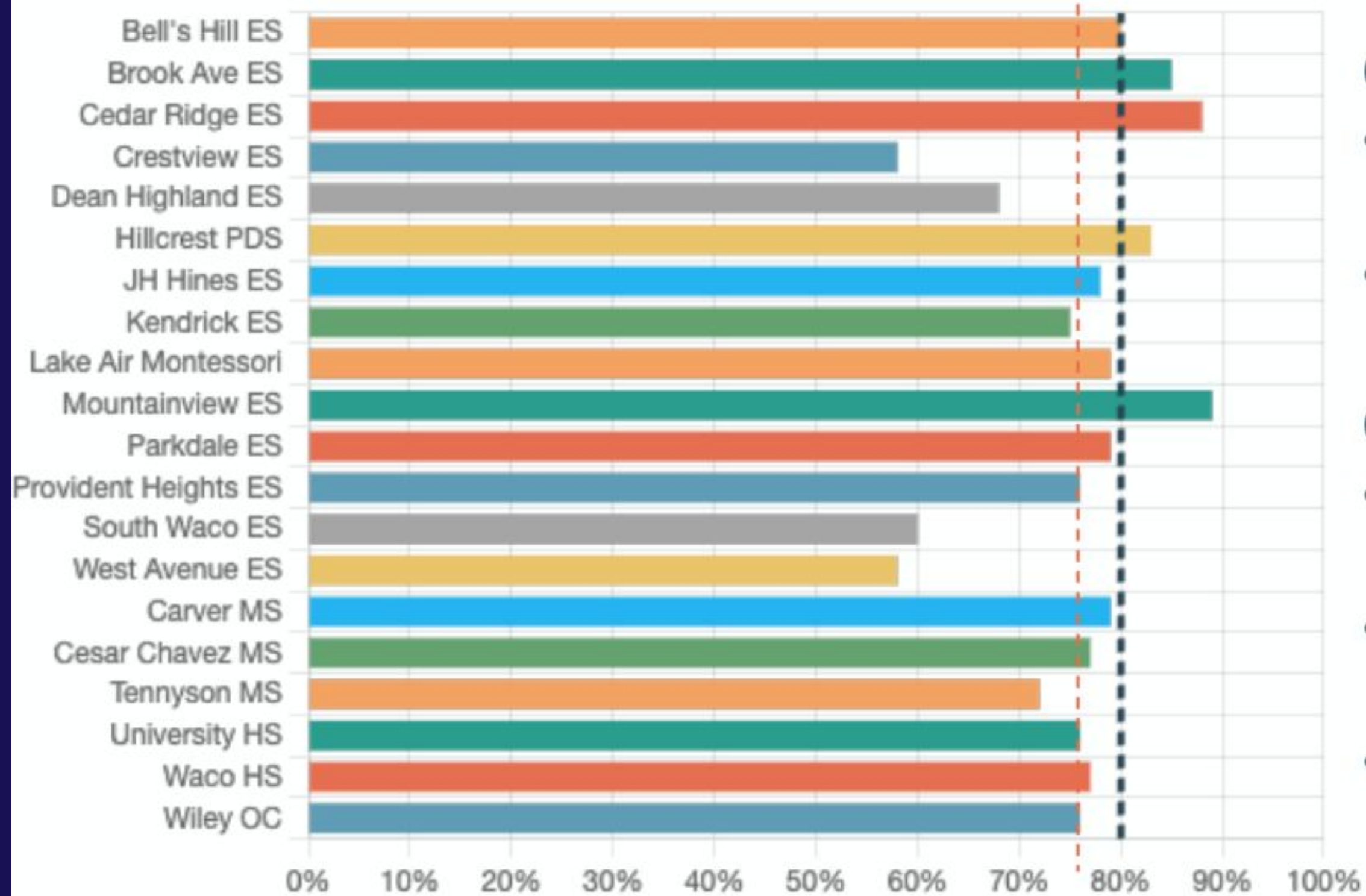
Data Informed- Collection & analysis of data for decision making

Tier 2 District Averages Indicators by Component



Tier 2 District Overall Averages by Campus

Overall Indicators by Campus



Considerations

- 2-3 Years to reach fidelity
- District Average 76%

Celebrations:

- 5 campuses at or above 80%
- 16 campuses above 70%
- All secondary campuses improved

Tier 2: Multi Year Comparison



Tier 3 District Overall MTSS-B District Averages



WACO INDEPENDENT SCHOOL DISTRICT

Check-in/Check-out- Relational intervention with campus-based mentor

Skills Instruction- Explicit and small group teaching of behavior skills

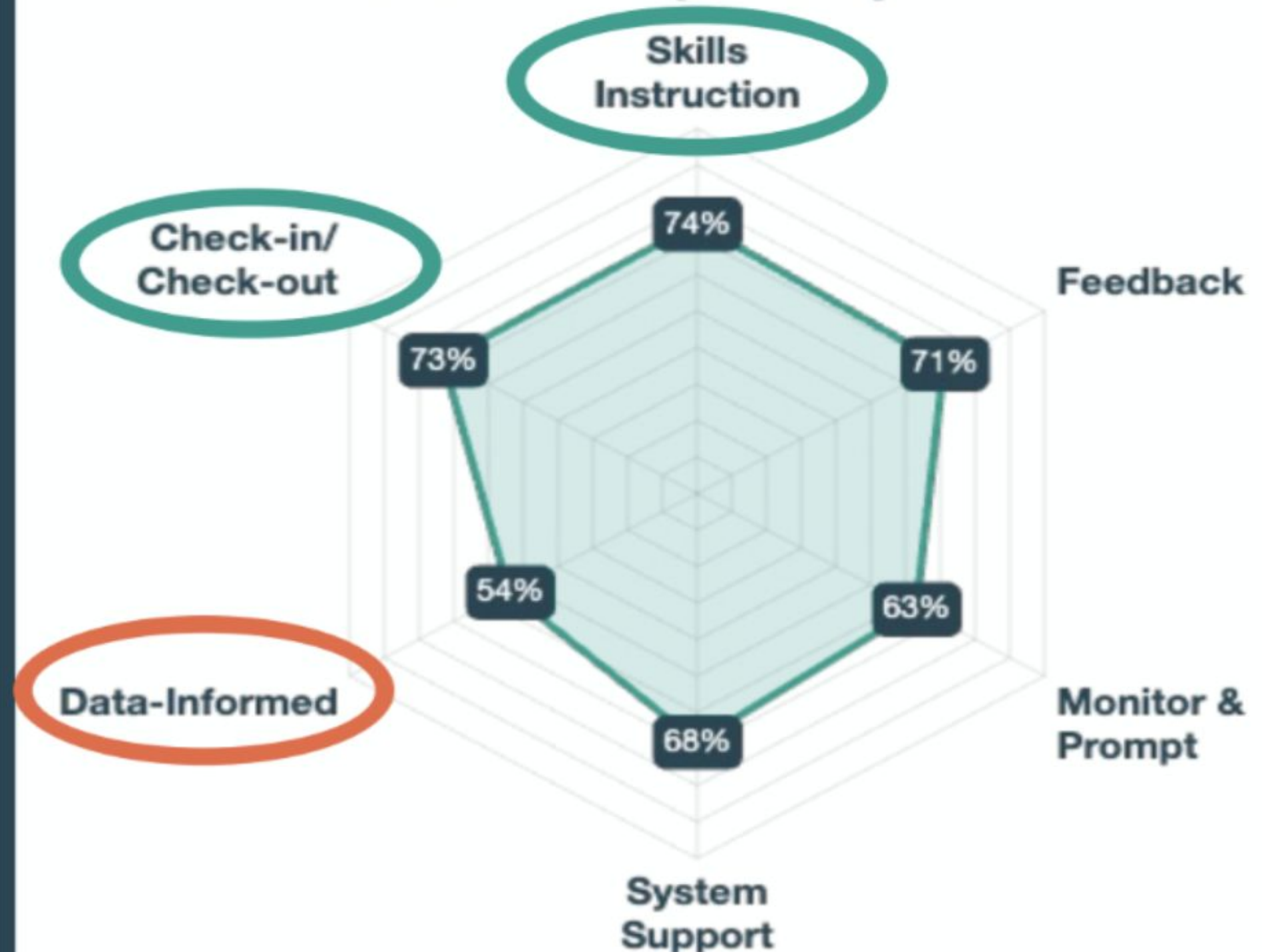
Feedback- Scheduled communication and reflection on demonstration of skills

Monitor & Prompt- Support to implement behavior skills

System Support- Processes for training, communication & refinement

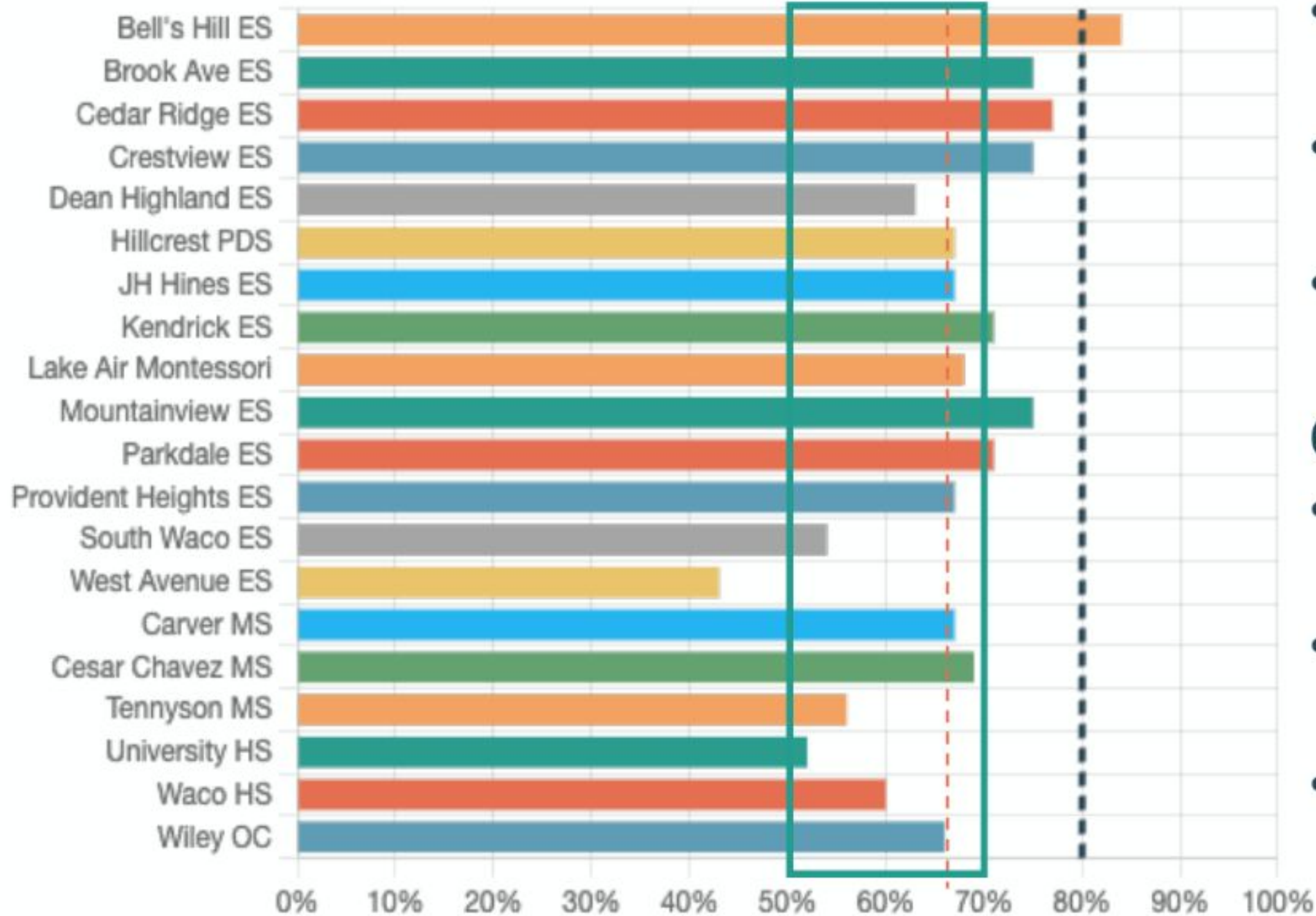
Data Informed- Collection & analysis of data for decision making

Indicators by Component



Tier 3 District Overall Averages by Campus

Overall Indicators by Campus



Considerations

- SAIL campuses had systems in place
- 2-3 Years to reach fidelity
- District Average 66%

Celebrations:

- 7 campuses at or above 70%
- 19 campuses above 50%
- 5 campuses approaching 80%

TEA Discipline Data Validation (DDV) Indicator Changes

TEA removed: December 2025

- Former Indicators #6 and #7 (Black or African American & Hispanic Discretionary DAEP Removals) have been removed. This Indicator was used in Strategic Plan calculations.
- Former Indicators #2–#5 have been renumbered as Indicators #4–#7; no other changes have been made to these indicators.
- Discipline Data Validation Reports from TEA will reflect these new 7 Indicators

DDV: Indicators #1-#7: All students (data is one year lag)

- #1: OSS length of time (more than 3 days)
- #2: Unauthorized OSS (HML) ****New**
- #3: Unauthorized OSS (below gr 3) ****New**
- #4: Unauthorized Expulsion for age 10 & older
- #5: Unauthorized Expulsion for students under 10
- #6: Unauthorized DAEP for students under age 6
- #7: Discretionary DAEP (3.5 ratio-established standard)

Wisdom works wonders.

1.3.2: Implement and maintain yearly support and training with updated legislation and district policies, procedures, and best practices for behavior, discipline, and safety.

Baseline:

- 2024-25: 2.5 standard for Disproportionately Indicator (previous DDV Indicators #6 & #7-Discretionary DAEP for student ethnicity groups);
- 2025-26: 3.5 standard for Disproportionately Indicator #7- Discretionary DAEP Removals.

Outcomes:

- Indicator #2- 163 in 2025, 19 in 2026
- Indicator #3- 7 in 2025, 0 in 2026
- Indicator #7- .61% in 2025, .42% 2026

Goal: For 2026, keep the disproportionality rate for #7 indicator under the standard while ensuring the number of students coded as homeless (#2) or under grade 3 (#3) suspension decrease.

1.3.2: Implement and maintain yearly support and training with updated legislation and district policies, procedures, and best practices for behavior, discipline, and safety.

Goal: For 2026, keep the disproportionality rate for #7 indicator under the standard while ensuring the number of students coded as homeless (#2) or under grade 3 (#3) suspended decrease.

DVM: Indicators #1-7	YTD	2025	2024	2023
#1: OSS length of time (more than 3 days)	0	8	0	1
#2: Unauthorized OSS (HML)	19	163	NA	NA
#3: Unauthorized OSS (below gr 3)	0	7	NA	NA
#4: Unauthorized Expulsion for age 10 & older	0	0	2	0
#5: Unauthorized Expulsion for students under 10	0	0	0	0
#6: Unauthorized DAEP for students under age 6	0	0	0	0
#7: Discretionary DAEP (3.5 ratio)	0.42%	0.61%		
RED= New Indicators			2.5	2.2
			Disportionality Prior to 2025	

1.3.2: Implement and maintain yearly support and training with updated legislation and district policies, procedures, and best practices for behavior, discipline, and safety.

- **Intruder Audits:**
 - 100% complete
- **DVA Update:**
 - Completed required action items; pending 3M film
- **DARtool Complete:**
 - Survey Submitted to TxSSC- May 1
 - Safety & Security Committee- June 11th
 - Board Review- June 18th
- **Safety Drills:** All complete
- **EOP & Annex:** 25-26 Submitted & Approved
 - 26-27 school year- Reunification Annex
 - MOU's with surrounding school districts

Focus for 2026 - 2027 School Year

- **Differentiated Coaching:** Administrator training based on fidelity scores (Summer 2026).
- **MTSS-B Strengthening:** Partnering with Region 12 for Restorative Practices.
- **Paraprofessional Coaching:** Targeted Restorative Practices and De-Escalation training.
- **Increasing Knowledge Base:** Connection between our counseling program and Waco Family Medicine Partnership.
- **Policy Compliance:** Reducing unauthorized out-of-school suspensions for students by weekly data report checking for accuracy reviews alongside ongoing professional development for PEIMS coding.



WACO INDEPENDENT SCHOOL DISTRICT

THANK YOU

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: May 14, 2026

Contact Person: Nkechi Washington

RE: Review and Discuss Key Special Education Findings from the Texas Academic Performance Report (TAPR)

=====

Background Information:

The Texas Academic Performance Report (TAPR) provides an annual overview of district and campus performance across a variety of indicators including: student achievement, staffing and program effectiveness. As part of this report, specific data related to Special Education highlights areas of strength as well as opportunities for growth. The purpose of this item is to provide the Board of Trustees with an overview of key findings related to Special Education as reported in the TAPR

Fiscal Implications:

None

Administration Recommendations:

For discussion only



Special Education Department

Executive Director Nkechi Washington
Director Jennifer Riggs



The Mission of Waco ISD is to cultivate WISDom, inspire growth, and pursue excellence in every student.



The Vision of Waco ISD is Rooted in WISDom, Committed to Excellence.



Starting 2025-26 Strong

Fall 2024, Learning Walks with Dr. Spicer

- Glow- Evidence of a heart for students, deep traditions, and dedicated staff
- Growth- Department and campus processes and procedures needed detailed intentional support

Spring 2025, Stetson and Associates performed an audit of the Special Education supports and services district-wide



Quality Standard for Services

- Leadership
- Instruction
- Staffing
- Capacity Building
- Family Engagement

These standards are the "North Star" for our departmental reorganization.





Leadership

The Special Education Department Leadership Team

- Engaged in a Team Leadership Retreat Summer of 2025
- Participate in ongoing Professional Development
- Shifted our Campus Support Model

Supported by

- 22 Diagnosticians
- 22 Speech Language Pathologists and Speech Language Path- Assistants
- 5 School Psychologists
- 4 BCBA's (Board Certified Behavior Analysts)
- 2 RBT's (Registered Behavior Technician)
- 11 ARD (Admission, Review, Dismissal)-Facilitators
- 175 Special Education Teachers
- 100 Paraprofessionals



Special Education Population - District Level

District Total	Special Education Total	Special Education %
12,958	2,740	21%

Elementary	Secondary
1,437	1,303



Instruction - The Impact

- Strong Tier 1
- Multi Tier Systems of Support - MTSS
- Evaluations
- Specially Designed Instruction





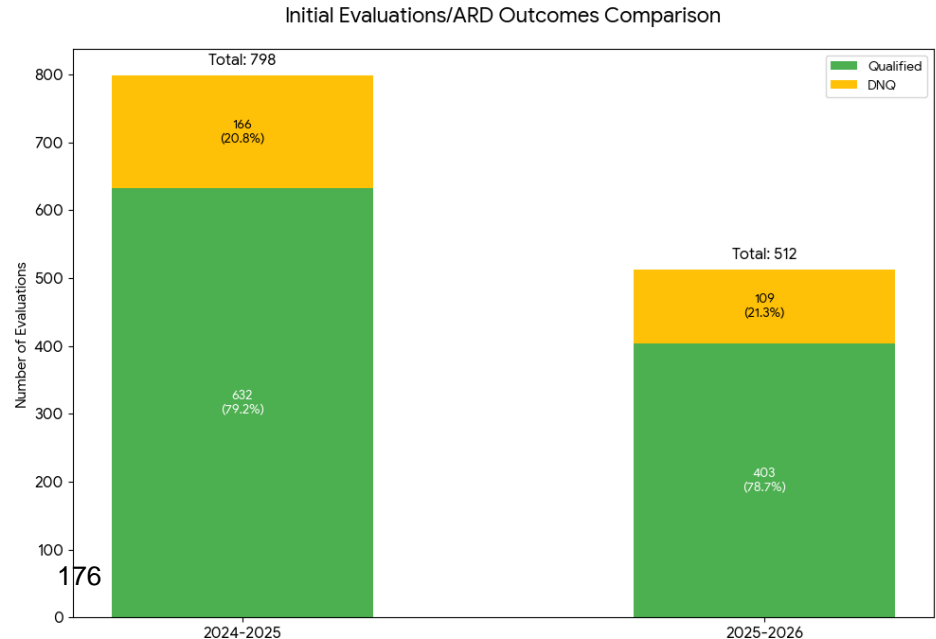
Evaluations

2024-25

- Total: 798
 - 632 Qualified
 - 265 Dyslexia
 - 166 DNQ

2025-26

- Total- to-date: 512
 - 403 Qualified
 - 156 Dyslexia
 - 109 DNQ





Annual Evaluation Breakdown

2024-25

- Total: 798
 - 724 Elementary
 - 48 Middle
 - 26 High

2025-26

- Total to date: 512
 - 453 Elementary
 - 44 Middle
 - 15 High
- Pending Evals: 103



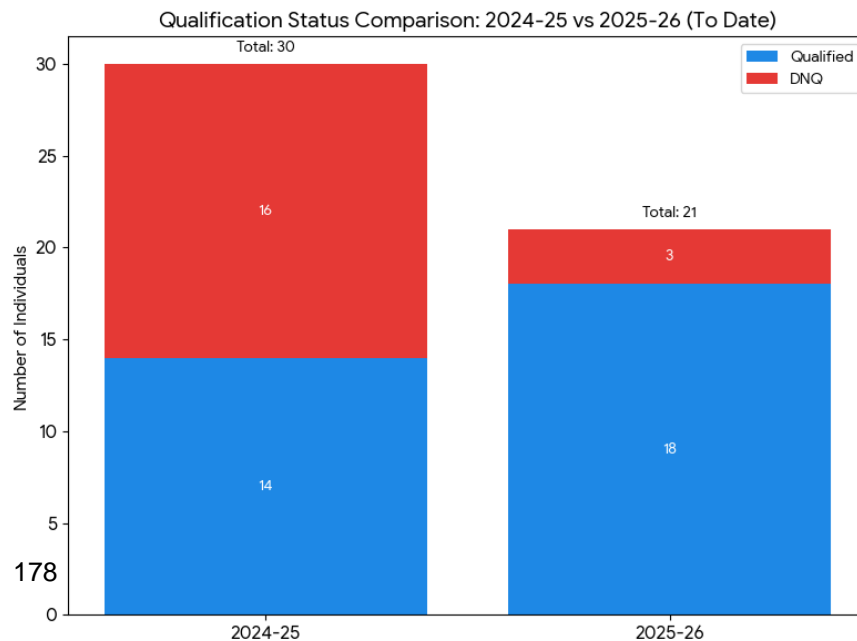
Private School Evaluations

2024-25

- Total:30
 - 14 Qualified
 - 16 DNQ

2025-26

- Total to date: 21
 - 18 Qualified
 - 3 DNQ





WACO INDEPENDENT SCHOOL DISTRICT

Addressing the 24-25 TAPR

2024 – 2025 Texas Academic Performance Report (TAPR)

January 2026





Special Education Determination Status

Represents an integrated determination level status based on an evaluation of data from multiple sources, such as Results Driven Accountability, Federally Required Elements and Data Integrity

Waco ISD's 2025* Determination Status:
Needs Substantial Intervention

*2024-2025 based on 2022-2023 data



Defining “Needs Substantial Intervention”

In Texas, this rating is determined by the **Results Driven Accountability (RDA)** framework based on data that is two years behind. It isn't just about test scores; it's a "holistic" look at four critical areas:

- **RDA Program Indicators:** Data on student performance (STAAR scores), graduation rates, and dropout rates for students in Special Education.
- **Federally Required Elements (FREs):** Compliance with federal laws, such as the timeliness of evaluations and the transition services provided to older students.
- **Significant Disproportionality:** Whether the district over-identifies certain racial or ethnic groups for special education or disciplinary actions.
- **Data Integrity:** Whether the district's reported data is accurate and complete.

A DL 4 rating means the district is failing to meet state and federal standards in multiple areas simultaneously, or there is a severe, uncorrected failure in one critical area (like failing to evaluate students for months/years).



Results Driven Accountability

*2024-2025 based on 2022-2023 data

RDA Domain I: Academic Achievement

- STAAR 3-8 Reading
 - 33.5%
- STAAR 3-8 Mathematics
 - 26%
- STAAR 3-8 Science
 - 27.8%
- STAAR 3-8 Social Studies
 - 27.5%

RDA Domain II: Post-Secondary Readiness

- Graduation rate
 - 64%
- Annual Dropout Rate
 - 4%

RDA Domain III: Disproportionate Analysis (SPED only)

- SPED Total Disciplinary Removals Rate (Ages 3-21)
 - 124.1%



Incident vs. Student

Total Students with 1+ Removal

[Low %]

Total Removal Incidents

[High Number]

The Goal

Reduce repeat incidents through **Functional Behavioral Assessments (FBAs)**, **Positive Behavior Intervention Plans (BIPs)** and **Campus based Positive Behavioral Interventions and Supports (PBIS)**.



Targeted Supports & Capacity Building

Curriculum & Instruction

New District-Wide Adoption

- Math and RLA curriculum redesigned for accessibility and leveled instruction for a diverse group of students.

Secondary School Focus

- Leveled RLA curriculum prioritizing foundational skills to ensure long-term student success and continuity.

Professional Development

Monthly PD & Coaching

- Virtual PLCs for collaborative learning.
- On-the-spot coaching for immediate classroom support.

Behavioral Campus Support

- Collaborative coaching layers for Campus Administrators to address behavior concerns effectively.



Staffing and Capacity Building

- **Strategic Shifts:** We are moving away from "silos" where special education is a separate department to a "unified system" where all teachers are equipped to support all students.
 - Increase in interdepartmental collaboration
 - Supports from TEA Guidance
- **Capacity Building:** Investing in our staff to address the 23.6% turnover rate and ensuring they have the tools to provide high-quality Tier One instruction
 - Increased Opportunities for learning through virtual PLCs and “Just in Time” On-campus
 - Supports from Region 12



Family Engagement and Outreach

- Special Education Nights
- Dyslexia Night
- Speech Night
- Increased Parent Communication through multiple modalities
- Special Education Parent Advisory Committee (SEPAC) 26-27





Looking Ahead

Strategic Priorities for 2026-2027

Goal 1: Unified Instructional Ownership

- Objective: **Shift from "siloed" special education programs** to a district-wide unified system where every teacher is a teacher of all students.
- Action: Conduct joint Professional Development for General and Special Education teachers focused on Tier 1 Instruction and Specially Designed Instruction (SDI).

Goal 2: Behavioral Integrity & Support

- Objective: **Reduce the disciplinary removal rate and maximize instructional time** in the Least Restrictive Environment (LRE).
- Action: Scale the impact of our BCBA's and RBTs to build campus-wide capacity for proactive behavior interventions and restorative practices.

Goal 3: Timely and Substantive Evaluations

- Objective: Ensure **100% compliance with federal timelines** while producing evaluations that provide a deep, actionable understanding of student needs.
- Action: Evaluation reports will be strengthened to integrate an instructional focus ensuring every assessment provides the specific data required to better define and address instructional implications while continuing to establish eligibility.

Goal 4: Family & Community Partnership

- Objective: Move from "communication" to "**authentic partnership**" with Waco ISD families.
- Action: Launch the Special Education Parent Advisory Committee (SEPAC) to ensure parent perspectives are integrated into our continuous improvement cycle.



WACO INDEPENDENT SCHOOL DISTRICT

Thank you!

Wisdom works wonders.

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: May 14, 2026

Contact Person: Elizabeth Cox

RE: Review and Discuss Facility Renaming

=====

Background Information:

The purpose of this item is to provide the Board of Trustees with an overview of the District’s [CW\(Local\)](#) Board Policy related to the naming of campuses and facilities, and to facilitate discussion regarding the board’s potential interest in renaming Cesar Chavez Middle School.

Board Policy [CW\(Local\)](#) establishes clear criteria and processes for naming campuses and portions of facilities. Specifically, the policy states that campuses or major facilities shall be named to reflect the residential community they serve, a local geographic area or feature, or after an individual who has been deceased for at least ten years. The policy also allows for an exception in cases where a donor makes a significant contribution toward the construction or purchase of a facility, in which case the Board may consider a name recommended by the donor.

The policy further establishes a transparent process for naming considerations. Any District resident may suggest a name, and the naming of a campus or facility must be presented on the Board agenda for two consecutive regular meetings, with the Board eligible to take action at the second meeting.

Cesar Chavez Middle School is currently named in honor of Cesar Chavez, a nationally recognized figure whose legacy holds historical and cultural significance. Any consideration of renaming the campus may carry implications for the school community and broader public, and should be approached with thoughtful consideration of Board policy, community input, and District values.

At the request of the Board of Trustees, this agenda item has been placed for review and discussion of the District’s [CW\(Local\)](#) policy framework as it relates to the potential renaming of Cesar Chavez Middle School. The intent is to support Board understanding and facilitate discussion regarding whether there is interest in pursuing a formal renaming process consistent with policy requirements.

Fiscal Implications:

Potential renaming costs will vary based on scope, timing, & phased implementation options.

Administration Recommendations:

It is recommended that the Board review the framework of Policy [CW\(Local\)](#) and provide direction on whether to initiate a formal renaming process for Cesar Chavez Middle School. If directed to proceed, the Administration will develop a plan for community engagement and ensure all procedural requirements are met for future Board consideration.



Review & Discuss Facility Renaming

May 14, 2026



WACO INDEPENDENT SCHOOL DISTRICT

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Review policy CW(Local) *Naming Facilities*
&
Facilitate board discussion of a process for potential renaming of a school facility

Names should reflect:

- **Residential community served**
- **Local geographic area or feature**
- **A person deceased for at least 10 years**

Policy supports consistency, transparency, and fairness



Guiding Policy: CW(Local) - *Naming Facilities* Other Provisions

Donor Exception

- Board may consider donor-recommended names with significant contributions

Dedication Plaques

- Include Board members & administrators at time of construction contract

Partial Facility Naming

- Libraries, auditoriums, etc. may honor distinguished staff (30+ years, retired)



Guiding Policy: CW(Local) - *Naming Facilities* Process Requirements

Open to any district resident to suggest names

Must appear on two consecutive Board meeting agendas

Board may vote at the second meeting

Partial naming requires Campus Decision-Making Council (CDMC) recommendation



Key Considerations for Renaming

Alignment with CW(Local) Policy

Community input & sentiment

Awareness of state-level expectations & TEA guidance on instruction

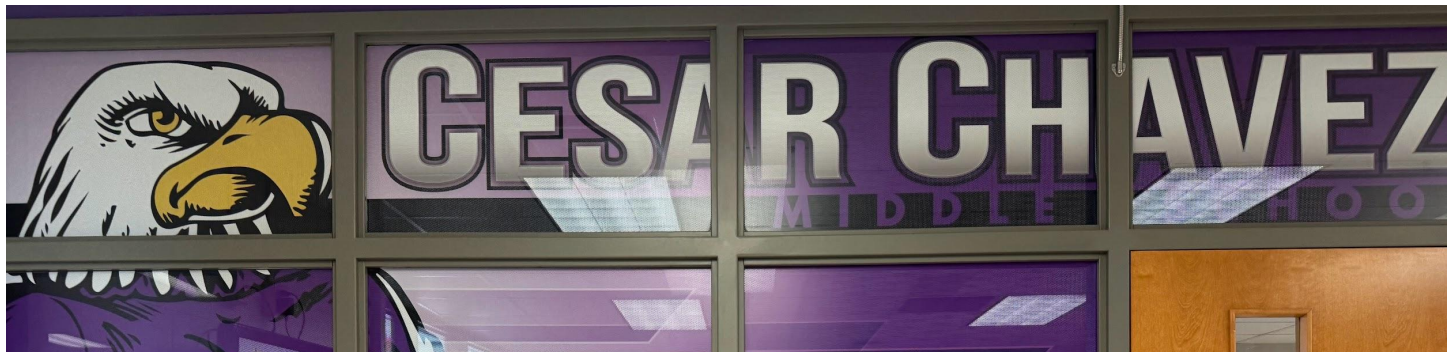
TEA has not required addressing facility names

Impact on campus identity and continuity

Costs...



C O S T S



- Campus signage (exterior and interior)
- Logo & Branding
- Athletic uniforms
- Technology systems (websites, digital platforms, maps)
- Instructional & operational materials

Costs will vary based on scope, timing, & phased implementation options.



Considerations

Consider Geographical Connections

- Cameron Creek, Cedar Creek, Cotton Creek, etc...

Engage Community through Virtual Survey

Review results & take action at a Board Meeting





Thank you!

Wisdom works wonders.