

Agenda of Regular Meeting

The Board of Trustees Westwood Independent School District

A Regular Meeting of the Board of Trustees of Westwood Independent School District will be held February 14, 2022, beginning at 6:30 PM Westwood Primary
1701 West Point Tap Road
Palestine, TX 75803.

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

Due to health and safety concerns related to COVID-19 coronavirus, the meeting will be conducted by video-conference. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.123 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

An electronic copy of the agenda packet is attached to the online notice www.westwoodisd.net
Members of the public who desire to address the Board regarding an item on this agenda must comply with the following registration procedures: send a request through Zoom Chat from 6:15 pm – 6:30 pm the day of the meeting. Including name and topic.

1. **CALL TO ORDER AND ESTABLISH QUORUM**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/TEXAS FLAG**
5. **ACTION ITEM**
 - 5.A. Board to consider approval of the Agenda
6. Recognition of Students and Faculty

Westwood ISD
Teacher of the Month
February 2022
Board Meeting – February 14, 2022

Primary - Ginny Gayso

Elementary- Kathy Elton

Junior High- Kedrick Harrison

High School- Edwin Miller

Auxiliary - Michele Douglas



Westwood Primary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance. Brings materials to class.
- Respectful:** Follows directives at all times, exhibits care for others. Listens.
- Orientated:** Sets goals and works to achieve them. Moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student's name:	Sean Bowlin	Grade:	Pre-K
Nominated By:	Beth Boger		

What PROUD characteristics has this Panther exhibited?

He is always ready to learn new things. He follows the class rules and is very respectful. He always helps other students out when they need help. Other staff members are always bragging about him.



Westwood Primary

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- Determined:** Strives to make each day a great day. Self motivated.

Student's name:	Kinzley Walston	Grade:	Kindergarten
Nominated By:	Ms. Bolt		

What PROUD characteristics has this Panther exhibited?

Kinzley is always going above and beyond to make sure she is following directions and being the best student possible. She is an amazing role model and an excellent example of a hard working and respectful student. Thank you Kinzley for being the best you, you can be.



Westwood Primary

Student of the Month Nomination Form

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- Determined:** Strives to make each day a great day. Self motivated.

Student's name:	Ayden Hamill	Grade:	1st
Nominated By:	Dr. Wright		

What PROUD characteristics has this Panther exhibited?

Ayden exhibits all the traits of a Westwood Primary Panther. He brings requested materials to help our class. He is always respectful of others both in class and on the campus. He does his best and works to achieve his goals. He analyzes his options and makes good choices, by considering the feelings of others. He has said many times that he wants to make each day his best day ever. We are proud to call Ayden our student of the month. Ayden, we are so proud of you.



Westwood Primary

Student of the Month Nomination Form

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- Orientated:** Sets goals and works to achieve them. Moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student's name:	Jordyn Autery	Grade:	2
Nominated By:	Lee Richardson		

What PROUD characteristics has this Panther exhibited?

Jordyn is a leader in the classroom. She is always willing to help her fellow students and goes above and beyond to be of assistance to me. Jordyn always tries her best with anything and everything she does whether it be in the classroom or on the playground. She is respectful, kind and a joy to have in my classroom.



Westwood Elementary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance, participates in class, and maintains grades.
- Respectful:** Follows teacher and staff directives at all times, exhibits care for others.
- Orientated:** Sets goals and works to achieve them. Believes is moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student:	Santiago Ramirez	Grade:	4th
Nominated By:	Mrs. Wade		

What **PROUD** characteristics has this **Panther** exhibited?

My pick for student of the month is Santiago Ramirez. When school first started, he was very shy and quiet. He was nervous to talk in class. He has come such a long way. Santiago is very helpful to his fellow students. He even finds ways to help them in nonverbal ways. He will act out hints to help people. I love watching the ways he creates to help others out, but he is not too shy anymore to speak his thoughts too. He is always such a positive kiddo. It is such a pleasure to have Santiago as a part of our school family!



Westwood Elementary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance, participates in class, and maintains grades.
- Respectful:** Follows teacher and staff directives at all times, exhibits care for others.
- Orientated:** Sets goals and works to achieve them. Believes is moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student:	Marnikai Arredondo	Grade:	5th
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Nominated By:	Mrs. Emanuel, Mrs. Knowles & Mrs. Verner
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What **PROUD** characteristics has this **Panther** exhibited?

Mrs. Emanuel, Mrs. Knowles and I are wanting to nominate Marnikai Arredondo for February's student of the month. She not only shows nothing but respect for her classmates and teachers but strives for excellence in her classwork. She doesn't hesitate to ask questions when she doesn't understand something but asks what more can she do when completing assignments. We love her hard work and respect.



Westwood Elementary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance, participates in class, and maintains grades.
- Respectful:** Follows teacher and staff directives at all times, exhibits care for others.
- Orientated:** Sets goals and works to achieve them. Believes is moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student:	Kiera Commander	Grade:	6th
Nominated By:	Mr. Phillips		

What **PROUD** characteristics has this **Panther** exhibited?

I have chosen Kiera Commander for my student of the month. She is kind and gets all her work done. She is very helpful with her classmates and she is eager to learn. She does what I ask her to do without complaining.

Mr. Phillips



Westwood Junior High
Student of the Month Nomination Form

PROUD TO BE A PANTHER

Prepared: Punctual with good attendance, participates in class and maintains grades.

Respectful: Follows teacher and staff directives at all times, exhibits care for others.

Orientated: Sets goals and works to achieve them. Believes in moving toward high standards.

Understanding: Accepting of others and logically analyzes choices and decisions to be made.

Determined: Strives to make each day a great day. Self-motivated.

I nominate: Abygail Neely

Grade: 7th

Nominated by: Thomas Hanna

What Panther *PROUD* characteristics has this student exhibited:
Ms. Neely is an amazing student. She is hands down one of the most talented young ladies I have had in my art classes in the past 14 years. Almost every project she turns is on point. She constantly pushes herself to be better and often overly critical about getting better. Her attitude and demeanor make it super easy to give her lessons, guidance, and encouragement. She is a joy to have in my class and I am proud to nominate her for all these reasons and more as my Student of the Month.



**Westwood Junior High
Student of the Month Nomination Form**

PROUD TO BE A PANTHER

Prepared: Punctual with good attendance, participates in class and maintains grades.

Respectful: Follows teacher and staff directives at all times, exhibits care for others.

Orientated: Sets goals and works to achieve them. Believes in moving toward high standards.

Understanding: Accepting of others and logically analyzes choices and decisions to be made.

Determined: Strives to make each day a great day. Self-motivated.

I nominate: Arianna Martinez

Grade: 8

Nominated by: Kelli Miller

What Panther *PROUD* characteristics has this student exhibited:
Arianna strives to maintain high grades as well as participate in various activities at Westwood Junior High. She is a well rounded student who personifies the spirit of Westwood.



Westwood Junior High
Teacher of the Month Recognition

PROUD TO BE A PANTHER

- Prepared:** Punctual and organized. Ready at all times!
- Respectful:** Works collegially with fellow staff and is a role model for students.
- Orientated:** Sets goals and works to achieve them. Believes in moving toward high standards.
- Understanding:** Builds positive relationships with students. Cares for each and every child.
- Determined:** Strives to make each day a great day. Determined to provide an excellent education for all students.

Teacher of the Month for February 2022

Kedrick Harrison

Coach Harrison has made a huge impact on our history department and we could not be more appreciative to have him on our campus this year. He makes real world connections to the content with his students. Students have used lessons they have had in his history class to spark change around the campus. Coach Harrison takes the time to build relationships with his students and sets high expectations for all. We are proud to recognize Coach Harrison as the Westwood Junior High Teacher of the Month.

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Where Panthers Excel Today and Lead Tomorrow

4524 W. Oak St. Palestine, Texas 75801

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Shayla Skief
Band Director
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Kay Denison
Administrative
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WHS SOTM Nomination Form

STUDENT OF THE MONTH QUALIFICATIONS

- Prepared Punctual with good attendance, participates in class and maintains grades
- Respectful Follows teacher and staff directives at all times, exhibits care for others
- Oriented Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding Accepting of others and logically analyzes choices and decisions to be made
- Determined Strives to make each day a great day

I nominate Preston Choate, grade 9

He/She has proven to be an excellent, PROUD candidate exhibiting

Nominated by: Mary Russell

Preston Choate—a man for all seasons...at least for basketball and baseball seasons. Preston is an athlete and a scholar, my kind of kid. I can speak to his abilities as a student. He's smart—and that's nice. Even nicer is that he is a true student: Preston wants to learn. He comes to tutorials if he thinks he doesn't quite get something. When an A student comes to tutorials, it's not for grade recovery—it's to be sure he understands what has been taught.

I can speak to the fact that Preston has nearly perfect manners. He's in a class of 22, so the urge to talk is strong. Preston follows my lead. When it's time to stop talking, he stops. That's every teacher's dream come true. He is polite to me and others and maintains a good attitude and excellent work ethic.

All I know is that if student is willing to work hard and wants to learn, nobody can stop him. Nobody will stop Preston Choate. He is doing all he can right now to put himself in a position to do great things.

You are deserving of Student of the Month. Congratulations!

May your tribe increase!

A handwritten signature in black ink that reads "Mary Russell". The signature is written in a cursive, flowing style with large, connected letters.



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- Oriented: Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Brandon Russel, grade 10

He/She has proven to be an excellent, PROUD candidate exhibiting

Brandon comes prepared everyday
to class, motivated to answer
questions & contribute to class
discussions. Has a wonderful, kind
soul.

Nominated by: Sarah Moreland



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- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Lillie Mack grade 11th

He/She has proven to be an excellent, PROUD candidate exhibiting

Lillie is an amazing student. She is respectful, ready to help others in the classroom and goes above + beyond what's expected of her in the classroom. She is a pleasure to have in the classroom.

Nominated by: Varell Spacek



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- Oriented: Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Lillie Mack, grade 11

He/She has proven to be an excellent, PROUD candidate exhibiting

Lillie is a pleasure to have in class. She goes above and beyond what is expected of her. She gets her work done on time and is always willing help others.

Nominated by: Varell Spacek



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Prepared	Punctual with good attendance, participates in class and maintains grades
Respectful	Follows teacher and staff directives at all times, exhibits care for others
Oriented	Sets goals and works to achieve them. Believes in moving toward high standards
Understanding	Accepting of others and logically analyzes choices and decisions to be made
Determined	Strives to make each day a great day

I nominate Tylar Autery, grade 12

He/She has proven to be an excellent, PROUD candidate exhibiting

Tylar is hard working, wanting to achieve more. He represents the best Westwood has to offer in the classroom, as well in athletics and the community.

Nominated by: Edwin Miller

Government and Economics

7. **OPEN FORUM AUDIENCE PARTICIPATION - POLICY BED (Local)**

8. **Information Items:**

8.A. Finance Update

Presenter: Kyle Johnson

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: Finance Update

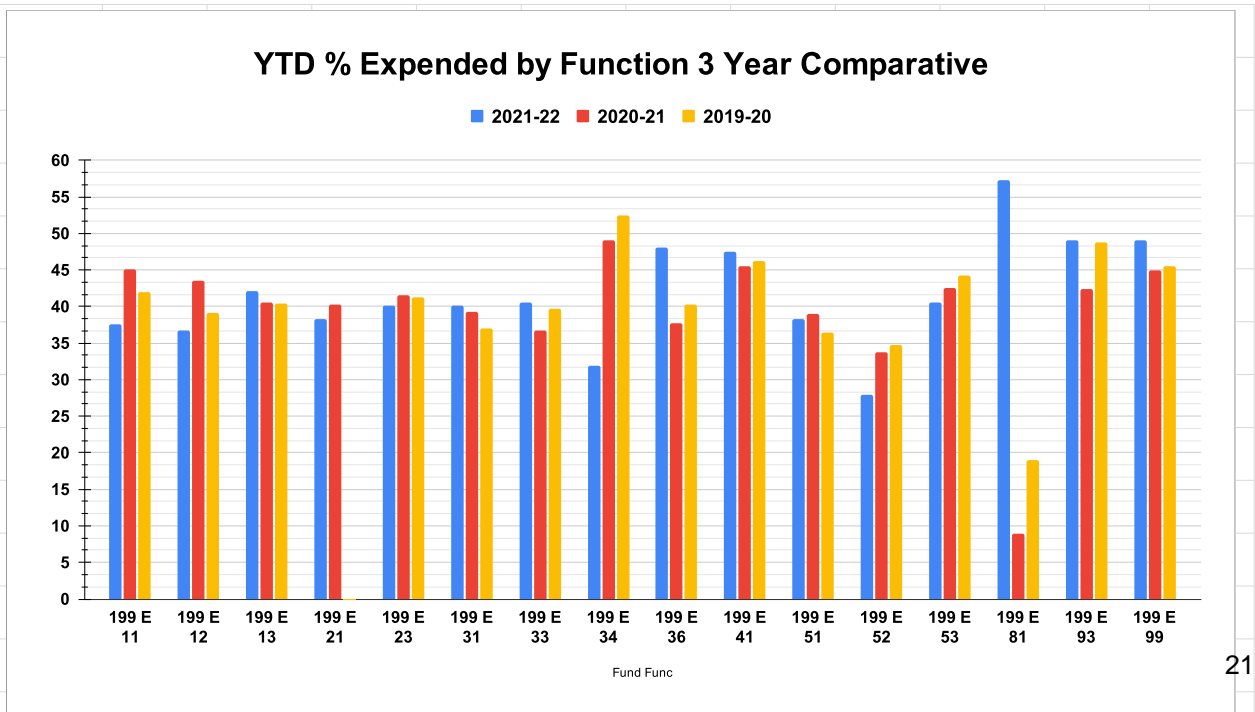
Administrator Responsible: Mr. Johnson

Summary: Finance Update on expenditures by Function by percentage compared to previous 2 years as of January 31, 2022. Enrollment/ADA update and the impact on the budget. Update on Property Value Study and impact on current year budget. 2022-2023 Budget Timeline presentation. Budget Amendment 22-04 presentation (this will be considered for approval in consent agenda).

Administration's Recommendation: This is for information purposes only.

Board Approval Required YES **X** NO

Fund Func	2021-22	2020-21	2019-20
199 E 11	37.59	45.13	42.01
199 E 12	36.70	43.50	39.15
199 E 13	42.13	40.59	40.36
199 E 21	38.23	40.33	0
199 E 23	40.10	41.54	41.19
199 E 31	40.06	39.34	36.97
199 E 33	40.56	36.79	39.64
199 E 34	31.94	49.00	52.53
199 E 36	48.07	37.69	40.26
199 E 41	47.54	45.58	46.17
199 E 51	38.28	38.96	36.47
199 E 52	27.87	33.72	34.74
199 E 53	40.57	42.47	44.29
199 E 81	57.26	8.98	19.00
199 E 93	49.05	42.36	48.80
199 E 99	48.99	45.00	45.57



8.B. Curriculum Moment
Presenter: Katie Atkins

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: February 2022 Curriculum Moment

Administrator Responsible: Katie Atkins, Ed.D

Summary: Westwood ISD utilizes a variety of supports for staff to optimally impact student outcomes. Such supports include, but are not limited to, instructional coaches on each campus, mentors for teachers new to the profession, and opportunities for leadership development for aspiring administrators.

Administration's Recommendation: n/a

Possible Motion: n/a

Attachments: February 2022 Curriculum Moment (ppt)

Board Approval Required

YES

NO

February 2022 Curriculum Moment

Dr. Katie Atkins

Assistant Superintendent of Curriculum, Instruction, and Leadership

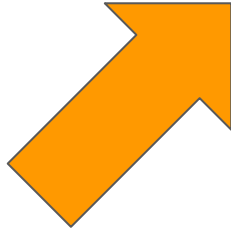
February 14, 2022

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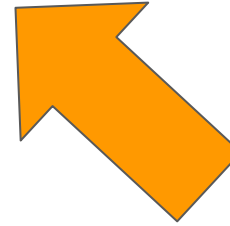


Areas of Focus for 2021-2022

High Quality Instruction



High levels of support for students and staff



Resource and programming review to determine alignment to high priority areas of focus

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#WWWay
#WWEnergyBus

High levels of support for students and staff

- Instructional Coaches
- Mentors for New to Profession teachers
- Development opportunities for aspiring administrators



Instructional Coaches

- Each campus has a designated instructional coach who supports in a variety of ways:
 - Models lessons/concepts
 - Supports planning processes and resources
 - Supports a collaborative teaching environment
 - Works effectively with campus administrators, teachers, counselors, paraprofessionals, other campus staff, and district administrators²⁷



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Mentors for New to Profession Teachers

- Serve as a support resource for new teachers
- Assist with classroom management strategies
- Collaborate with mentee through a variety of ways:
 - Observe the mentee in the classroom and provide feedback
 - Provide professional learning support
 - Provide instructional support
 - Collaborate with campus administrators and instructional coaches to optimally support the mentee

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Development opportunities for aspiring administrators

- Principal Residency Grant Cycle 5
 - Westwood ISD has recently been awarded this competitive grant for the fifth consecutive year
 - Currently recruiting candidates for Cycle 5
 - Interns assigned to a campus as an administrator-in-training while completing Master's degree from UT Tyler and principal credentials
 - No cost to the intern

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Questions

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8.C. District of Innovation Plan Renewal
Presenter: Katie Atkins

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: Westwood ISD District of Innovation Plan Renewal

Administrator Responsible: Katie Atkins, Ed.D

Summary: HB 1842 was passed during the 84th Texas Legislative Session in Spring 2015 and provides Texas public school districts the opportunity to be designated as a District of Innovation. To access these flexibilities, a school district must adopt an innovation plan, as set forth in Texas Education Code Chapter 12A. Districts of Innovation may be exempted from a number of state statutes and will have:

- Greater local control as the decision makers over the educational and instructional model for students
- Increased freedom and flexibility, with accountability, relative to state mandates that govern educational programming
- Empowerment to innovate and think differently.

Districts are not exempt from statutes including curriculum and graduation requirements and academic and financial accountability.

In 2017, the Westwood ISD Board of Trustees approved the Westwood ISD District of Innovation Plan. These plans must be reviewed and approved by school boards every five years.

Administration's Recommendation: Please approve the Westwood ISD District of Innovation Plan Renewal.

Possible Motion: I move that we approve the renewal of the Westwood ISD District of Innovation Plan.

Attachments: Westwood ISD District of Innovation Plan Renewal (ppt)
Westwood ISD District of Innovation Plan (pdf)

Board Approval Required

YES

NO

Westwood ISD District of Innovation Plan

**Adopted May 2017-May 2022
Renewed June 2022-June 2027**



INTRODUCTION

HB 1842 was passed during the 84th Texas Legislative Session in Spring 2015 and provides Texas public school districts the opportunity to be designated as a District of Innovation. To access these flexibilities, a school district must adopt an innovation plan, as set forth in Texas Education Code Chapter 12A. Districts of Innovation may be exempted from a number of state statutes and will have:

- Greater local control as the decision makers over the educational and instructional model for students
- Increased freedom and flexibility, with accountability, relative to state mandates that govern educational programming
- Empowerment to innovate and think differently.

Districts are not exempt from statutes including curriculum and graduation requirements and academic and financial accountability.

PROCESS

On January 9, 2017, Westwood Independent School District's Board of Trustees initiated the process by passing a Resolution to Adopt a District of Innovation in order to support innovation and local initiatives to improve student learning. On January 23, 2017, the Westwood ISD Board of Trustees held a public hearing for public discussion on whether the District should develop a local innovation plan for the designation of the District as a District of Innovation. With there being no objection from the hearing, the Board of Trustees appointed the District Advisory Committee (DAC) to discuss and draft this Local Innovation Plan. This committee represents various stakeholders across the district, including teachers, parents, campus administration, and district administration. The committee met initially on March 28, 2017, to discuss the plan. A follow-up meeting to develop the plan was held on April 4, 2017. The plan was posted on the District website for 30 days before being presented to the DAC on May 9, 2017. Westwood ISD notified the Texas Commissioner of Education of the District's final District of Innovation Plan and the plan will be submitted to the Board of Trustees for final approval on May 15, 2017.

The initial plan was approved for May 2017-May 2022. The Westwood ISD District Advisory Committee met on December 14, 2021 and January 11, 2022 to review the initial plan for renewal. No changes were recommended by the Committee and brought forth the plan for review and renewal by the Westwood ISD Board of Trustees on February 14, 2022.

TERM

The District of Innovation Plan became effective in May 2017 and remained in effect for five years through May 2022. The District Advisory Committee monitored the effectiveness of the Plan. The Westwood ISD District Advisory Committee met on December 14, 2021 and January 11, 2022 to review the current plan to determine whether changes were needed. No changes were recommended by the Committee and brought for the plan for review and renewal by the

Westwood ISD Board of Trustees on February 14, 2022. This renewal spans a timeframe of June 2022-June 2027.

TIMELINE

January 9, 2017: Board of Trustees passed Resolution to initiate District of Innovation Plan
January 23, 2017: Board of Trustees held public hearing and appointed DAC to draft Plan
March 28, 2017: Initial meeting of DAC to discuss District of Innovation Plan
April 4, 2017: Meeting to develop District of Innovation Plan
April 5, 2017: Post District of Innovation Plan on WISD website
May 5, 2017: District of Innovation Plan submitted to the Commissioner of Education
May 9, 2017: DAC vote on District of Innovation Plan
May 15, 2017: Board of Trustees votes on District of Innovation Plan
May 31, 2017: Approved District of Innovation Plan submitted to Commissioner of Education
December 14, 2021: DAC reviewed plan to prepare for renewal
January 11, 2022: DAC completed final review of plan for renewal
January 12, 2022: TEA notified of intent to present Westwood ISD Board of Trustees renewal of District of Innovation Plan
February 14, 2022: Westwood ISD Board of Trustees votes on renewal of District of Innovation Plan
February 15, 2022: TEA notified of Westwood ISD Board of Trustees decision regarding renewal of District of Innovation Plan
June 2022: Renewed District of Innovation in effect

DISTRICT ADVISORY COMMITTEE (Original DOI committee 2017)

Cindy Christian, District Administrator
Tiffany Carwell, District Administrator
Wade Stanford, District Administrator
Tricia Wardell, Director of Finance
John Folmar, Director of Technology
Judy Evans, Elementary Administration
Kelly Brown, Elementary Teacher
Karla Gregory, Elementary Teacher
Janice Bryan, Primary Administration
Autumn Brown, Primary Teacher
Crystal Bayless, Primary Teacher
Jennifer Randall, Primary Teacher
Roxy Wendland, Primary Paraprofessional
Sonya Brown, Junior High Administration
Nancy Oster, Junior High Teacher
Kim Kennedy, Junior High Teacher

Rodney May, Junior High Teacher
Kyle Lock, High School Administration
Christine Bedre, Assistant Principal
Scott Nettles, Assistant Principal
Lauren Tyler, High School Counselor
Sherilyn Deffenbaugh, High School Teacher
Karen Plumb, High School Teacher

DISTRICT ADVISORY COMMITTEE (DOI review and renewal recommendations 2021-2022)

Wade Stanford, Superintendent
Katie Atkins, Assistant Superintendent–Curriculum, Instruction, Leadership
Kyle Johnson, Assistant Superintendent–Finance and Operations
Tiffany Carwell, Director of Federal and Special Programs
Mindy Place, Director of PEIMS
Richard Bishop, Director of Athletics
Phil Nedbelick, Director of Transportation
Josh Schultz, Director of Maintenance
Edwin Schuessler, Director of Technology
Charlotte May, Primary Campus Principal
Ginny Gayso, Primary Teacher
Jennifer Wright, Primary Teacher
Nola Beard, Primary Campus Assistant Principal
Shinnitta Foreman, Elementary Campus Principal
Miranda Verner, Elementary Teacher
Joy Dildine, Assistant Principal Intern
Charlene Meyer, Elementary Paraprofessional
Sonya Brown, Junior High Campus Principal
Megan Bedre, Junior High Teacher
Anna Ramirez, Junior High Teacher
Crystal Feagins, Junior High Paraprofessional
Scott Nettles, High School Campus Principal
Delaney Knight, High School Teacher
Marla Stanford, High School Paraprofessional
Kaylie Lunsford, High School Teacher

EXEMPTIONS

§25.0811 Uniform School Start Date

A district may not begin instruction for students for a school year before the fourth Monday in August unless the district operates a year-round system. A district may not receive a waiver for this requirement.

DOI Exemption

This flexibility of the start date allows the district to determine locally, on an annual basis, what best meets the needs of the students and local community. Flexibility to start earlier in August would help our district plan for balanced instructional time in the semesters that supports the semester course curriculum. Students begin no earlier than the 3rd Monday of August. Teachers begin no earlier than the 2nd Monday of August. Flexibility in the start and end of the school year allows students to enroll in college courses that begin in early June, thereby increasing college and career readiness. Removing the uniform start date also allows WISD to begin the first week of classes with a shortened week, easing the transition for students entering primary, elementary, junior high, and high school. This also allows for more flexible professional development opportunities for our staff.

§25.092 90 Percent Attendance Rule

TEC 25.092 states a student may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered. In addition, if a student is in attendance greater than 75 percent and less than 90 percent may be given credit or a final grade for the class if the student completes a plan approved by the campus administrator and meets the instructional requirements for the class.

DOI Exemption

The exemption from the 90 percent attendance rule allows the district to establish local criteria regarding student attendance requirements. WISD will not have to penalize students who miss class due to extra/co-curricular activities, academic activities, or other extenuating circumstances. The District strongly believes that a student's mastery of learning outcomes should be the determining factor in earning credit and/or a final grade rather than measures such as "seat time" that do not consider the real objectives of the educational experience. The exemption from Section 25.092 does not in any way impact or change existing compulsory attendance requirements or University Interscholastic League (UIL) rules. Moreover, opting out of Section 25.092 in no way limits or modifies a teacher's right to determine the finality of a grade in accordance with Texas Education Code Section 28,0214, nor does it restrict or alter a teacher's right to assign grades in accordance with Texas Education Code Section 28.0216.

§21.003 Teacher Certification

TEC 21.003(a) states that a person may not be employed as a teacher by a school district unless the person holds an appropriate certificate or permit issued by the appropriate state agency. In the event a district cannot locate a certified teacher for a position or a teacher is teaching a subject outside of their certification, the district must request emergency certification from the Texas Education Agency and/or State Board of Educator Certification.

DOI Exemption

CTE Teacher Certification

The current state teacher certification requirements could potentially inhibit the District's ability to hire teachers to teach specialized Career and Technical Education (CTE) courses. In order to enable more students to obtain the educational benefit of specialized CTE course offerings, the District seeks to establish its own local qualification requirements and its own requirements for training of professionals and experts to teach such courses in lieu of the certification requirements set forth in law.

Before examining the employment of non-certified personnel, all efforts will be made to hire state certified teachers. By obtaining exemption from existing teacher certification in certain trades and vocations to teach the crafts of those trades and vocations, such as welding, health sciences, architecture, and construction, the District will have the flexibility to hire professionals in trades, community college instructors, university professors, business professionals or certified teaching professionals seeking assignments outside of their certification area. This innovation has the potential to enrich applicant pools in specialized CTE course offerings and afford more students the opportunity to take courses if state certified teachers are not available to teach those courses.

In order to best serve our students, decisions on teacher certification in these specialized areas will be handled locally. The campus principal must submit to the superintendent a request to allow a certified teacher to teach a CTE subject out of his/her certified field. An individual with experience in a CTE field may be eligible to teach a vocational skill or course through a local teaching certificate. The principal will submit the request to the superintendent with all the individual's credentials. The principal must specify in writing the reason for the request and document what credentials the person possesses qualifying this individual to teach this course.

- Included in this request must be a summary of all the steps taken to find a state certified educator for the position. The superintendent will then submit this action to the Board of Trustees for Board approval prior to the individual beginning any employment.
- Local teaching certificates will be for one year.
- The employee will be at-will full or part-time.

- This local certificate option is not available for any course below 7th grade.
- Parental notification to those parents who have a student enrolled in a course with a locally-certified teacher will continue as currently required by law.
- Locally-certified teachers must complete district-led classroom management training along with any other continuing education requirement determined by the Board of Trustees, and will be assigned a state certified teacher as a mentor.

§21.401 Teacher Contract Days

Current education law located in Chapter 21 defines a teacher contract as a ten month contract equivalent to 187 days.

DOI Exemption

In each year of the plan, it will be the goal of the calendar planning committee to reduce the number of teacher contract days without impacting teacher salaries. This plan will allow WISD to better align with the 75,600 minute requirement for student instruction.

- a. This plan will increase the daily rate the district pays teachers.
- b. This plan should enhance teacher recruitment.
- c. This plan will provide teachers more flexibility during the summer months to seek out beneficial staff development that relates to their field.
- d. Local Guidelines: This applies to 10-month educator contracts only without affecting stipend contract addendums.

As a District of Innovation, we will continue our process of on-going evaluation. As required, any additions or modifications would follow the same process:

District Advisory Committee will shape and approve the plan.
 Plan will be posted for 30 days and the public would have the opportunity to review.
 District Advisory Committee will vote on any amendments to the plan.
 Plan submitted to the Board for final approval.
 Revised plan submitted to TEA.

8.D. Academic Calendar for the 2022-2023 school year
Presenter: Katie Atkins

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: Westwood ISD 2022-2023 Academic Calendar Adoption

Administrator Responsible: Katie Atkins, Ed.D

Summary: The Westwood ISD calendar committee, informed through stakeholder input, has reviewed various calendar options and is recommending that the Board approve the proposed 2022-2023 academic calendar.

Administration's Recommendation: Please approve the Westwood ISD 2022-2023 academic calendar as presented.

Possible Motion: I move that we approve the Westwood ISD 2022-2023 academic calendar as presented.

Attachments: Westwood ISD 2022-2023 Academic Calendar (pdf)

Board Approval Required

YES

NO

Westwood Independent School District

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2022-2023 School Calendar

4524 W. Oak Palestine, TX 75802
(903) 729-1776 Fax (903) 729 - 3696

AUG 2 - 4 New Teacher Academy
 AUG 8 - 16 All Staff Professional Learning
 AUG 15 Primary / Elementary Meet the Teacher
 AUG 17 First Day of School
 SEPT 5 Labor Day
 OCT 10 Columbus Day
 NOV 21 - 25 Thanksgiving Break
 DEC 6-8 High School EOC STAAR Retest
 DEC 16 Early Release for Students and Staff
 DEC 19 - DEC 30 Christmas Break
 JAN 16 Martin Luther King Jr. Day
 MAR 13 - 17 Spring Break
 APR 7 Good Friday
 APR 4 - 6 State STAAR Testing
 MAY 2-5 State STAAR Testing
 MAY 18 Early Release for Students
 Teacher Workday - PM 1/2 Day
 MAY 19 High School Graduation
 Teacher Workday
 MAY 29 Memorial Day
 JUN 20-30 State STAAR Retest
 STAAR TESTING DATES ARE SUBJECT TO CHANGE

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Calendar Legend

- New Employee Professional Learning
- All Staff Professional Learning [Student Holiday]
- Early Release
- First Day of School
- Graduation
- Student and Staff Holiday
- Staff Professional Learning Exchange Day
- Six Weeks Grading Period Begins
- Six Weeks Grading Period Ends
- Staff Team / Vertical Planning [Student Holiday]
- State Testing
- Teacher Workday [Student Holiday]
- District Professional Learning [Student Holiday]

Instructional Hours

Regular Day

Primary/Elementary	7:45 AM - 3:20 PM
Junior High/High School	8:00 AM - 3:35 PM

Early Release

Primary/Elementary	7:45 AM - 12:15 PM
Junior High/High School	8:00 AM - 12:30 PM

Academic Grading Periods

1st Six Weeks:	8/17 - 9/23	27 Days
2nd Six Weeks:	9/27 - 11/4	28 Days
3rd Six Weeks:	11/8 - 12/16	24 Days
4th Six Weeks:	1/4 - 2/17	33 Days
5th Six Weeks:	2/21 - 4/6	28 Days
6th Six Weeks:	4/11 - 5/18	28 Days

Notes:

Minutes
Full Day = 455 / Half Day = 270
Total Instructional Minutes: 76,070
Days
Student Days: 166 Full Days / 2 Half Days
Staff Days: 183 with 1 Half Days

8.E. Discussion of District Logo
Presenter: Wade Stanford

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: District Logo

Administrator Responsible: Wade Stanford

Summary: The District has multiple versions of Westwood logos being used by campuses and support organizations. The administration has implemented an expectation that the attached logo be used on campus and District letterhead and other communications.

The selection of a District logo would benefit the branding efforts of the District and promote a unified vision. The Board of Trustees would need to consider the impact this would have on organizations and how far this would extend.

Administration's Recommendation:

Board Approval Required

XYES

NO



8.F. Anderson County Special Education Coop shared agreement
Presenter: Wade Stanford

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: Anderson County CO-Op Shared Services Arrangement

Administrator Responsible: Wade Stanford

Summary: Westwood ISD partners with Cayuga ISD, Elkhart ISD, Frankston ISD, Neches ISD, and Slocum ISD to cooperatively operate their special education programs. We have attached the shared services agreement for review and approval.

Administration's Recommendation: The administration recommends approval of the Anderson County CO-OP Shared Services Arrangement in the Consent Agenda

Possible Motion:

Attachments:

Board Approval Required

XYES

NO

ANDERSON COUNTY CO-OP SHARED SERVICES ARRANGEMENT

The Cayuga Independent School District, Elkhart Independent School District, Frankston Independent School District, Neches Independent School District, Slocum Independent School District, and Westwood Independent School District, (collectively, “Member Districts” and individually, a “Member District”), hereby agree to cooperatively operate their special education programs under the authority of Education Code Sections 11.1511(c)(4), 11.157 and Texas Government Code Section 791.001 et seq., as the Anderson County Special Education Co-op (“the Shared Services Arrangement” or “SSA” or “Cooperative” or “Co-op”). Member Districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative shared services arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with disabilities.

1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Cooperative's administrative offices will be located in Frankston, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3.3 of the *Financial Accounting and Reporting Module* of the Texas Education Agency (“TEA”) Financial Accountability System Resource Guide (“FASRG”), and the Cooperative operating guidelines approved by all Member Districts. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (“IDEA”), 20 United States Code Annotated Section 1400 et seq., 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 et seq. Such terms and acronyms shall include, but not be limited to, “FAPE” or Free Appropriate Public Education, Child Find, “IEP” or Individualized Education Program, “LEA” or Local Education Agency, “LRE” or Least Restrictive Environment, Special Education, Evaluations, Eligibility Determinations, Educational Placements, Procedural Safeguards, “SEA” or State Education Agency, “MOE” or Maintenance of Effort, “ESEA” or Elementary and Secondary Education Act, Texas Education Agency (“TEA”), and “ARD” or Admission, Review and Dismissal Committee.

1.5 Any SSA policies or operating guidelines inconsistent with the provisions contained herein shall be deemed null and void.

1.6 Each Member District retains the responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act. Notwithstanding the foregoing, the SSA will comply with Section 504 of the Rehabilitation Act as indicated in Section 1.4.

2. Management

2.1 The Cooperative will be governed by a management board (the “Co-op Board”) composed of the superintendents or their designee of the Member Districts as the representatives of the boards of trustees of the Member Districts. Each superintendent or their designee shall attend the regularly scheduled Co-op Board meetings. Superintendents shall keep their respective Member District boards advised of Co-op Board actions.

2.2 The superintendent of the Fiscal Agent, as designated in 4.1, will serve as chairperson of the Co-op Board. The special education director will initially serve as secretary of the Co-op Board. The secretary or designee will record, prepare, and maintain minutes of each Co-op Board meeting. The Co-op Board may from time to time elect a chairperson from among its members and designate a secretary, said secretary may or may not be a member of the Co-op Board. It is agreed and understood that in the event the chairperson is unable to participate in Co-op Board meeting, then that chairperson’s designee may serve in the role of chairperson for that meeting.

2.3 Except as otherwise provided herein, actions shall require the approval of a majority of a quorum of the Co-op Board. One vote per Member District is permitted. The Fiscal Agent, as a Member District, is permitted one vote. Proxies are not permitted.

2.4 The Co-op Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services arrangement. The Board shall hold at least four meetings each year. The Co-op Board may hold other, regular meetings at the dates, times and places designated by the chairperson. Special meetings of the Co-op Board may be called by the chairperson or at the written request of any Co-op Board member.

2.5 The Director, on behalf of the Co-op Board and through the Fiscal Agent, may purchase goods and services necessary to administer and operate the Co-op.

2.6 Additional powers and duties of the Co-op Board shall be determined by Co-op policy or operating guidelines.

2.7 The SSA Board may by a 2/3 vote of its membership, recommend revocation of the membership of a Member District for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the Co-op, or for non-compliance with the terms and conditions of any written agreement between the Co-op and the Member District in question. Disposition of property shall be governed by Section 5.5. Any applicable TEA timelines and requirements shall apply to any reconfiguration. The Co-op Board shall submit its recommendation to revoke the membership of the Member District to the Member Districts’ Board of Trustees for final approval by each Board of Trustees. The Board of Trustees of the Member District being recommended for revocation shall have no vote in such proceeding.

Revocation will be subject to the approval of all Member Districts with the exception of the Member District being recommended for revocation. The Member District whose membership is being revoked shall return to the Co-op any supplies, equipment, or fixtures in its possession that were purchased with Co-op funds, prior to or by the effective June 30th final day of the Member District's participation in the Co-op. The Member Districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the Co-op's fund balance as of the June 30th date set forth above, shall remain with the Co-op. Fund balance is defined as (437) which include any local share contributed by the Member Districts. It is further agreed that the Member District subject to revocation shall pay all costs and fees related to, resulting from or associated with its revocation, including, but not limited to non-renewals, legal costs, insurance or any other expenses or obligations.

2.8 Any Member District which does not agree to the terms of this Agreement and does not properly execute this Agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the Co-op without the necessity of further action by the remaining Member Districts, person, entity or agency. Disposition of property shall be governed by Section 5.5.

3. Personnel

3.1 The chief administrator of the Cooperative will be the Special Education Director ("Director" or "Co-op Director"), who will be recommended for employment to the board of trustees of the Fiscal Agent district by the Co-op Board. The Director shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with Co-op operating guidelines are within the authority of the Director. Co-op Board operating guidelines will determine the extent of the additional administrative authority and contractual power of the Director. Duties of the Director may include, but are not limited to:

- a. Assist and support Member Districts to provide appropriate instruction and other services for all eligible students.
- b. Recommend for Hire, supervise, and evaluate Co-op personnel, subject to the approval of the Fiscal Agent Board of Trustees.
- c. Assist and support Member Districts to carry out instructional programs in compliance with state and federal requirements.
- d. Account for the expenditure of all Co-op funds, unless such responsibility is retained by the Member District.
- e. Assign Co-op personnel based upon needs of the Co-op.

3.2 The Director shall serve as Fiscal Agent's deputy officer for Co-op related public records for purposes of the Texas Public Information Act and the Local Government Records Act. The Director will send to each Member District any records requests submitted to the Co-op, and the corresponding records in the possession of the Co-op. Each Member District retains responsibility for records requested pursuant to the Texas Public Information Act, Family

Educational Rights and Privacy Act (“FERPA”) or Individuals with Disabilities Education Act (“IDEA”) that are submitted directly to that Member District.

3.3 Co-op personnel, which may include, director, supervisors, educational diagnostician(s), associate psychologist(s), VAC(s), speech therapist(s), Co-op office paraprofessional staff, and Co-op office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. The Fiscal Agent may consider recommendations from the Management Board when employing Co-op personnel, but the Fiscal Agent retains final hiring and termination authority regarding employment of Co-op personnel.

3.4 Except as otherwise provided herein, personnel who provide special education services for Member Districts, but who are employed by a Member District, and not the Fiscal Agent, and serve under contract with that school district are subject to the all of the policies of that school district, including all personnel policies, including, but not limited to, those governing leave and other benefits, as well as to all SSA Operating Guidelines.

3.5 The SSA reserves the right to adopt an annual salary schedule for itinerant and/or SSA personnel that will supersede any salary schedule adopted by the Fiscal Agent. Should said right be exercised, the Fiscal Agent shall adopt the SSA salary schedule for the employment of itinerant and/or SSA personnel. Such option shall be exercised no later than thirty (30) days prior to the date on which the Fiscal Agent adopts its salary schedule.

3.6 Any hearing on a Co-op employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with, the policies of the Fiscal Agent. However, if the employee has a contractual relationship with a Member District other than the Fiscal Agent, any hearing is the responsibility of, and will be held in accordance with, the policies of that Member District.

3.7 Co-op personnel shall be evaluated pursuant to the evaluation policies and procedures of the Fiscal Agent. However, each Member District shall have the right to provide appropriate input into the evaluation process concerning Co-op personnel performance of duties related to each Member District.

3.8 Paraprofessional personnel are employed and paid by the Member Districts based on needs of the Member District. The paraprofessional staff are considered employees of the Member District as an at-will employee. The paraprofessional will be subject to all policies of that Member District (see Section 3.4). The Co-op will reimburse the Member Districts for the paraprofessionals, not to exceed the budgeted amount.

4. Fiscal Agent

4.1 CAYUGA INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Cooperative. CAYUGA INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Co-Op Board. The Co-op, on behalf of the Fiscal Agent, shall provide accounting services, reports, Co-op records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Co-op operating guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member Districts failure to maintain its effort. It is agreed that Anderson County Special Education Co-op Director certifies receipt of Medicaid funds. The Co-op may retain a portion of the Medicaid funds to cover operating costs not to exceed the amount outlined and approved by the Anderson County Special Education Co-op Management Board.

4.3 The Co-op, on behalf of the Fiscal Agent, will account for salaries and expenses of Co-op personnel, itinerant personnel and Co-op office staff as set forth in Section 3 herein. Co-op operating expenses; IDEA, Part B funds; Elementary and Secondary Education Act and any other applicable funds will also be managed by the Fiscal Agent. The Fiscal Agent will maintain personnel records and payroll systems for itinerant staff and Co-op office staff.

4.4 Except as may be provided herein, the Co-op Director, on behalf of the Fiscal Agent, will prepare and submit, on behalf of the Co-op, any reports or applications required by federal or state law or Co-op operating guidelines.

4.5 The Co-op Director, on behalf of the Fiscal Agent and Co-op, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Co-op policies. The Fiscal Agent shall request compliance the Americans with Disabilities Act and Family Educational Rights and Privacy Act by each service provider.

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Co-op on or before December 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. The SSA Board may agree to waive the timelines pertaining to notification of the other Member Districts. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA, if required, of its intent to withdraw as Fiscal Agent on or before February 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Co-op's accounts, the transfer of Fiscal Agent status will become effective July 1.

4.7 Should the Fiscal Agent cease for any reason to serve, the Co-op Board will by majority vote of a quorum appoint another Member District as Fiscal Agent, subject to approval by that Member District's board of trustees.

4.8 The Co-op agrees to provide each Member District, upon request, with an accounting of the prior year's budget and how much state and local funds were expended on behalf of that Member District through a copy of the annual audit report that applies to the Co-op as part of the Fiscal Agent's audit.

4.9 The Fiscal Agent, as a Member District, is subject to SSA operational guidelines and requirements of this Shared Services Arrangement agreement.

5. Member Districts' General Obligations

5.1 Each Member District acknowledges federal funds received from the State earmarked for special education programs and services flow directly to the Co-op through the Fiscal Agent. Member Districts agree that any other funds assessed under Co-op operating guidelines or other legal requirement will be remitted within sixty (60) calendar days from the date the invoice is received.

5.2 In the event an ARD Committee determines that a student of a Member District requires residential placement to receive educational benefits, each Member District shall pool its 25% IDEA Part-B formula funds (“set-aside” funds) with the set-aside funds of all other Members Districts, to be applied for payment of related services and residential costs associated with the residential placement of any student residing within a Member District of the Co-op.

Except as otherwise provided herein or otherwise determined by the United States Department of Education (“DOE”), the Director will comply with the procedures of 19 T.A.C. § 89.61 when contracting for educational residential placements for a student served by a Member District.

Additionally, the Member District of residence of residentially-placed student shall provide an amount no less than its local tax share per average daily attendance for payment of residential costs of such student, as per 19 T.A.C. § 89.61.

The Member District wherein the residentially placed student resides shall be responsible for reimbursing the other Member Districts their respective 25% set aside fund share which TEA charged against each Member District for the residential placement costs. It is further agreed that the Management Board, by majority vote, may modify the terms of the amount of reimbursement due to each Member District, as set forth above.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Co-op operations. Member Districts agree to operate special education programs in compliance with state and federal law.

5.4 Unless otherwise provided herein, title to and ownership of all personal property of whatever type or nature, acquired, purchased, encumbered, or committed to by the Co-op with Co-op funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such Co-op funds was from local, state, federal, or private sources, are the property of the Co-op, and not that of individual Member Districts. All personal property of whatever nature, individually purchased with Member District funds or otherwise acquired by individual Member Districts from local resources shall remain that Member District's property, regardless of its use by the Co-op for Co-op educational services. Agreements pertaining to the title to, ownership or purchase of real property are not governed by the terms of the SSA

Agreement. Any such agreements related to real estate are subject to the laws governing property in the state of Texas.

5.5 A Member District may withdraw from the SSA by providing the other Member Districts with written notice of its proposed action at least one hundred twenty (120) calendar days on or before the February 1st preceding the end of the school year which the Member District intends to be its final year in the SSA. Upon receipt, the SSA's Fiscal Agent shall submit such written notice-of intent-to-withdraw to the Texas Education Agency prior to February 1st, if required. Upon delivery of such notice, the Member District's withdrawal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the Co-op any supplies and equipment in its possession that was purchased with Co-op funds, prior to or by the effective June 30th final day of the withdrawing Member District's participation in the SSA. The Member Districts further agree that any fund balance, including roll forward monies, remaining in the SSAs operating fund as of the June 30th date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with the withdrawal, including, but not limited to, non-renewal proceedings, legal costs, legal fees, or any other expense pertaining to the drafting of an agreement reflecting the reconfiguration.

5.6 Repayments to the Texas Education Agency due to a violation of federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the Member District that violated the MOE requirement. The Member District agrees to submit payment to the Fiscal Agent in the amount equal to the repayment due TEA. Upon receipt of the payment, the Fiscal Agent will submit to TEA the amount of repayment due from IDEA-Part B funds.

5.7 If a School District requests to become a Member District of the SSA, such must be unanimously approved by the entire SSA Management Board and subsequently approved by each Member Districts' Boards of Trustees. It is agreed and understood that any school district seeking to join the SSA may be assessed a fee to be determined by the SSA Management Board prior to obtaining membership. It is agreed and understood that any school district seeking to become a Member District, remains solely responsible for any state compliance issues, federal compliance issues, legal disputes, lawsuits arising under any state or federal law, or administrative hearings or grievances which arose, were initiated, or existed prior to the effective date of the reconfiguration. Once approved as a Member District, any legal issues related to the new Member District, the basis of which occurs subsequent to the effective date of reconfiguration, will be addressed pursuant to Section 10 herein.

6. Fiscal Practices

6.1 The Co-op will operate on a budget prepared by the Director and approved by the Co-op Board and Member District boards of trustees as part of the respective Member Districts' overall budget approval process. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures which exceed the budget allocations.

6.2 Administrative and uncontrollable costs will be shared by each Member District on a pro rata basis. Each Member District will contribute its share based upon a ratio that compares the district's total special education enrollment to the total Co-op special education enrollment and based upon total number of special education students served by the Co-op in the previous year based on snapshot data.

6.3 The Co-op's accounts will be audited annually by the independent auditor for the Fiscal Agent at Co-op expense. Audit expenses are included in the SSA's state and local budget.

6.4 The Member Districts agree to submit annually a Fiscal Agent administrative fee to the Fiscal Agent. The specific amount of the Fiscal Agent Fee will be determined and approved by the Co-op Board and recorded in the minutes. The fiscal agent fee will be calculated by multiplying the total Co-op state and local budget by a multiplier of .005. The total cost of the secretary of finance position, including salary and benefits, will be added to the fiscal agent fee. The secretary of finance position is assigned to the fiscal agent of the Co-op. If the fiscal agent changes, the secretary of finance position will move to the District acting as the new fiscal agent.

7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution, the Co-op's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts, prorated in the same manner as administrative costs as provided by Section 6.2. The dissolution will take effect on July 1 after the first February 1st following the dissolution vote. Any dissolution must be consistent with TEA timelines, to the extent required.

7.2 Should the SSA dissolve, instructional materials and equipment purchased for use in each district will remain in the respective districts, and become the property of that district. Any other remaining assets will be divided among the Member Districts based upon the current year's ratio outlined in 6.2.

8. Risk of Loss

8.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.

8.2 Each Member District will insure its owned or leased vehicles used in the transportation of students with disabilities for at least the statutory maximum limits of school district liability for motor vehicle accidents.

9. Transportation

9.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided. Each Member District may be eligible for reimbursement for travel expenses as approved by the Management Board.

10. Legal Responsibilities

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (“FAPE”).

10.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student. Except as otherwise provided herein, the Member District wherein the student resides is responsible for legal fees incurred due to TEA complaints, Office of Civil Rights (“OCR”) complaints and grievances directly involving that student.

10.3 Except as otherwise provided herein, if the SSA is a named party in an administrative hearing or lawsuit filed in federal or state court, or should the Fiscal Agent incur costs as a result of any litigation against the SSA, each Member District will be responsible for the costs based upon a ratio as outlined in 6.2 herein. If the SSA or its Fiscal Agent is named as a party (in addition to the Member District wherein the student resides) in a Due Process Hearing or legal proceeding in state or federal court (brought pursuant to the IDEA or Section 504) involving a special education student receiving services from a Member District, then such costs shall be allocated among the Member Districts based on the percentage of weighted full-time equivalents as designated by the SSA Board on an annual basis. These costs are limited to reasonable and necessary legal fees incurred by the SSA or its Fiscal Agent which are required for the legal defense of the SSA or its Fiscal Agent, in their respective roles as the SSA or Fiscal Agent. The Fiscal Agent, as a Member District, is subject to 10.1 and 10.2 regarding litigation involving students that reside in the Fiscal Agent Member District.

10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the Member District has a contract or with whom the Member District has an employment relationship.

10.5 Should the Fiscal Agent incur costs as a result of any complaints, grievances or lawsuits arising from the Co-op's employee's discharge of duties set forth herein, then such costs shall be divided among the Member Districts based upon the formula set forth in Section 6.2.

10.6 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

10.7 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually

acceptable mediator shall be chosen by the parties who shall share the cost of mediation services based upon an equal split between the Member Districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

10.8 Any Member District that independently elects to contract with a nonpublic school when appropriate services are available at the Member District or from the SSA, will be responsible for the entire cost of the placement.

11. The Agreement

11.1 This agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this agreement.

11.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Co-op and responsibilities under any prior Cooperative agreement.

11.3 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

11.4 This agreement is governed by the laws of the State of Texas. Venue for any dispute shall be in Anderson County, Texas.

11.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

11.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

11.7 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

11.8 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

11.9 In the event the majority of the Member Districts agree to all of the terms set forth in this agreement, failure by an individual Member District to agree to the terms of this agreement, shall be deemed an effective withdrawal by that Member District. TEA timelines shall apply, to the extent applicable.

11.10 To the extent that a Member District is no longer accredited by the Texas Education Agency (“TEA”), that Member District is deemed not to be a party to this Agreement.

Approved by the Anderson County Special Education Co-op Management Board on April 14, 2021

CAYUGA INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

ELKHART INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

FRANKSTON INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

NECHES INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

SLOCUM INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

WESTWOOD INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

9. **Board to consider approval of Consent Agenda;**
 - 9.A. Minutes of Special Board Meeting, January 3, 2022, Regular Board Meeting, January 10, 2022 and Special Board Meeting February 10, 2022

Leonard Armstrong: Present
Carolyn Booker: Present
Angela Choate: Present
Jeff Cooper: Present
Bryan Jones: Absent
Mike Kelly: Present
Ronnie Stanhope: Absent
Present: 5, Absent: 2.

1. CALL TO ORDER AND ESTABLISH QUORUM

2. INVOCATION

Invocation given by Mike Kelly

3. PLEDGE OF ALLEGIANCE/TEXAS PLEDGE

4. ACTION ITEM

4.A. Board to consider and approve the agenda as presented

Agenda was approved as presented. This motion, made by Mike Kelly and seconded by Angela Choate, Passed.

Bryan Jones: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Mike Kelly: Yea
Yea: 5, Nay: 0, Absent: 2

4.B. Presentation on initial assessment of 2020 Census data for redistricting of board of trustees election districts.

2020 Census data was presented by Sara Leon with Sara Leon & Associates, Austin, Texas

4.C. Discussion and possible action to approve Resolution Adopting Criteria for Redistricting

Resolution adopting criteria for redistricting was approved unanimously by all board present. This motion, made by Leonard Armstrong and seconded by Mike Kelly, Passed.

Bryan Jones: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Mike Kelly: Yea
Yea: 5, Nay: 0, Absent: 2

4.D. Establish timeline for redistricting

The board approved establishing a timeline for redistricting with a deadline of January 19, 2022. This motion, made by Carolyn Booker and seconded by Angela Choate, Passed.

Bryan Jones: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Mike Kelly: Yea
Yea: 5, Nay: 0, Absent: 2

5. Public hearing to consider draft proposed redistricting plans

No public comments concerning redistricting

6. CLOSED SESSION

6.A. Texas Government Code 551.071 consultation with district legal counsel in connection with redistricting process

7. Board to possibly vote on items discussed in closed session

8. Adjournment

1:04 pm.

Regular Meeting
Monday, January 10, 2022 6:30 PM Central

Westwood Primary
1701 West Point Tap Road
Palestine, TX 75803

Leonard Armstrong: Present
Carolyn Booker: Present
Angela Choate: Present
Jeff Cooper: Present
Bryan Jones: Present
Mike Kelly: Absent
Ronnie Stanhope: Present

Present: 6, Absent: 1.

Others in attendance: Scott Nettles, Sonya Brown, Charlotte May, Shanitta Foreman, Brenda Bing, Tiffany Carwell, Dr. Katie Atkins, Edwin Schuessler, Wade Stanford, Josh Shulz, Brandon Carroll, see list for others

Ronnie Stanhope: Absent

Present: 5, Absent: 2.

Others in attendance: Scott Nettles, Sonya Brown, Charlotte May, Shanitta Foreman, Brenda Bing, Tiffany Carwell, Dr. Katie Atkins, Edwin Schuessler, Wade Stanford, Josh Shulz, Brandon Carroll, see list for others

1. CALL TO ORDER AND ESTABLISH QUORUM

Meeting called to order by President Dr. Booker at 6:30 pm

2. INVOCATION

Invocation given by Dr. Katie Atkins.

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE/TEXAS PLEDGE

5. ACTION ITEM

5.A. Board to consider approval of the Agenda

To approve the agenda as presented. This motion, made by Jeff Cooper and seconded by Angela Choate, Passed.

Mike Kelly: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea, Ronnie Stanhope: Yea

Yea: 6, Nay: 0, Absent: 1

6. Recognition of School Board - School Board Appreciation

Mr. Stanford recognized the Board Members and each campus presented them with gifts.

7. Recognition of Students, Faculty, and Westwood High School Marching Band

Campus Principals recognized staff from their campus and a student from each grade level.

The Westwood Marching Band and the Director Shayla Skief were recognized by Mr. Stanford and Mr. Nettles for their accomplishments this year making it to the State competition in San Antonio.

8. Public Comments

none

9. Information Items:

9.A. Curriculum Moment

Dr. Katie Atkins presented her January curriculum moment over High Quality Instruction. She discussed the Instructional Cycle Overview focusing on the need for quality assessment, revise based on need indicated by data, and monitor progress.

9.B. Finance Update

Mr. Johnson gave an update on the budget by showing % spent per function compared to the previous 2 years. He also gave an update on ADA.

9.C. Financial Audit Report

Mr. Justin Matthews from Axley and Rode presented the 20-21 financial audit report to the board. Westwood had a clean audit with no material weaknesses in Axley and Rode's unmodified opinion.

9.D. Presentation on assessment of 2020 census data for redistricting of Board of Trustees election districts

Mr. Graff from Sara Leon and Associates presented data from the most recent census and how it affects redistricting the Westwood district. Want less than 10% deviation and after the census the district was at an average of 18%. Mr. Graff showed a proposed map that brings the district to 9% deviation.

9.E. Return to In-person instruction and continuity of service plan update

Mrs. Carwell gave an update on the RIPICS plan. She reminded the board that it is a requirement to receive ESSER funding.

9.F. COVID Update

Mr. Stanford gave a COVID update to the board. Discussed the opportunity to begin COVID testing of our students through a program that is voluntary for parents of those students. Parents must be present during the testing. Would only be available on a school campus during school hours. CDC has changed the quarantine period to 5 days and TEA has followed suit. The feeling is that the same will happen for students soon. Board asked about what to do if a parent can't be there and are we afraid of running out of rapid tests.

10. Board to consider approval of Consent Agenda;

Motion to approve the consent agenda as presented. This motion, made by Bryan Jones and seconded by Jeff Cooper, Passed.

Mike Kelly: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea
Yea: 5, Nay: 0, Absent: 2

10.A. Minutes of Regular Board Meeting , December 13, 2021, and Special School Board Meeting, January 3, 2022

10.B. Campus Fundraisers;

10.C. Update 118

11. ACTION ITEMS

11.A. Board to consider and call a School Board Election for May 7, 2022 districts 3 & 7
Motion to call a School Board Election for May 7, 2022 districts 3 & 7. This motion, made by Carolyn Booker and seconded by Angela Choate, Passed.

Mike Kelly: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea
Yea: 5, Nay: 0, Absent: 2

11.B. Consider and adopt an order authorizing the issuance of unlimited tax on school building bonds, levying an annual ad valorem tax for the payment of the bonds; approving an official statement; and enacting other provisions relating to the subject.

Motion to adopt an order authorizing the issuance of unlimited tax on school building bonds, levying an annual ad valorem tax for the payment of the bonds; approving an official statement; and enacting other provisions relating to the subject. This motion, made by Angela Choate and seconded by Bryan Jones, Passed.

Mike Kelly: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea
Yea: 5, Nay: 0, Absent: 2

Mr. Grubbs presented an update from the bond sale that occurred on January 10, 2022. Bonds sold with an AAA rating and an A1 credit rating. The winning bidder was Piper Sandler & Co. at an interest rate of 2.369468%. Loan is callable on February 12, 2032. Anticipated closing date is February 9, 2022 and first bond payment is August 15, 2022.

11.C. Accept Financial Audit Report for the 2020-2021 school year

Motion to accept the Audit Report as presented for the 20-21 school year. This motion, made by Jeff Cooper and seconded by Angela Choate, Passed.

Mike Kelly: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea
Yea: 5, Nay: 0, Absent: 2

11.D. Investment Policy for 2022

Motion to approve the investment policy for 21-22 as presented. This motion, made by Angela Choate and seconded by Bryan Jones, Passed.

Mike Kelly: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea
Yea: 5, Nay: 0, Absent: 2

11.D.1. Public hearing to consider the possible redistricting plan to address population changes identified in the 2020 United States Census

One member of the public asked for a copy of the proposed map and Mr. Stanford told her to stop by the office tomorrow.

11.E. Board to consider and possible action to approve a Resolution of the Westwood Independent School District, Anderson County, Texas adopting a Redistricting Plan for Single Member Trustee Districts following the release of the 2020 Census, Establishing, Findings of Fact and Providing an Effective Date

A motion to adopt the resolution adopting single-member trustee districts as presented. This motion, made by Jeff Cooper and seconded by Bryan Jones, Passed.

Mike Kelly: Absent, Ronnie Stanhope: Absent, Leonard Armstrong: Yea, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea
Yea: 5, Nay: 0, Absent: 2

12. CLOSED SESSION

President Dr. Carolyn Booker took the meeting into closed session at 8:27pm

12.A. Superintendent's Evaluation

12.B. Acknowledge professional contracts

13. Reconvene from Closed Session

The board came out of the closed session at 9:45 pm.

14. Discussion and Possible Approval of Action Arising from Closed Session

15. Future Agenda Items and Requests

16. Adjournment

The adjournment was at 9:49 pm.

Regular Meeting
Thursday, February 10, 2022 11:00 AM Central

Westwood Junior High Cafeteria
1801 Panther Blvd.
Palestine, TX. 75803

Leonard Armstrong: Absent
Carolyn Booker: Present
Angela Choate: Present
Jeff Cooper: Present
Bryan Jones: Present
Mike Kelly: Present
Ronnie Stanhope: Absent
Present: 5, Absent: 2.

1. CALL TO ORDER AND ESTABLISH QUORUM

2. ROLL CALL

3. INVOCATION

Invocation given by Jeff Cooper

4. PLEDGE OF ALLEGIANCE/TEXAS PLEDGE

5. ACTION ITEMS

5.A. Board to consider approval of agenda

The agenda was approved as presented. This motion, made by Mike Kelly and seconded by Bryan Jones, Passed.

Leonard Armstrong: Absent, Ronnie Stanhope: Absent, Carolyn Booker: Yea, Angela Choate: Yea, Jeff Cooper: Yea, Bryan Jones: Yea, Mike Kelly: Yea
Yea: 5, Nay: 0, Absent: 2

6. PUBLIC COMMENTS

none

7. A bond informational meeting to review renderings

8. Adjournment

The president adjourned the meeting at 2:11 pm.

- 9.B. Campus Fundraisers;
- 9.C. Joint Election agreement with the county, May 7, 2022
- 9.D. Budget Amendment for the 2021-2022 school year.

Presenter: Kyle Johnson

2021-2022 Budget Amendments					
22-04					
	REVENUE		CURRENT BUDGET	AMENDED BUDGET	INCREASE/ (DECREASE)
			\$ -		\$ -
		Total Increase/Decrease in Revenues			\$ -
	EXPENDITURE		CURRENT BUDGET	AMENDED BUDGET	INCREASE/ (DECREASE)
	199 E 11 6119 00 999 0 99 000		\$ -		\$ 12,027
	199 E 81 6219 00 981 0 99 000	Fitzpatrick Architects	\$ -		\$ (12,027)
	199 E 34 6249 00 934 0 99 000		\$ -		\$ (1,950)
	199 E 81 6619 00 981 0 99 000	Transportation Building Maintenance	\$ -		\$ 1,950
		Total Increase/Decrease in Expenditures			\$ -
		Total Change to Budget			\$ -
Submitted to Board: 02/14/2022		Board approved 02//2022 and revision was made to budget on 02//2022			

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: 2021-2022 Budget Amendment 22-04

Administrator Responsible: Mr. Johnson

Summary: Money moved Function 34 to Function 81 for construction on the Transportation Building (extra work had to be completed changing the original contract amount to \$19,293 from \$18,090); Money moved back to Function 11 from Function 81 for Architect Fees because this amount was reclassified to Bond Proceeds.

Administration's Recommendation: The board approve the budget amendment 22-04 as presented. This has historically been a consent agenda item.

Board Approval Required



YES

NO

9.E. Anderson County Special Education Coop shared agreement
Presenter: Wade Staanford

ANDERSON COUNTY CO-OP SHARED SERVICES ARRANGEMENT

The Cayuga Independent School District, Elkhart Independent School District, Frankston Independent School District, Neches Independent School District, Slocum Independent School District, and Westwood Independent School District, (collectively, “Member Districts” and individually, a “Member District”), hereby agree to cooperatively operate their special education programs under the authority of Education Code Sections 11.1511(c)(4), 11.157 and Texas Government Code Section 791.001 et seq., as the Anderson County Special Education Co-op (“the Shared Services Arrangement” or “SSA” or “Cooperative” or “Co-op”). Member Districts agree that:

1. General Covenants and Provisions

1.1 The purpose of this Agreement is to create a cooperative shared services arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with disabilities.

1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Cooperative's administrative offices will be located in Frankston, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3.3 of the *Financial Accounting and Reporting Module* of the Texas Education Agency (“TEA”) Financial Accountability System Resource Guide (“FASRG”), and the Cooperative operating guidelines approved by all Member Districts. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (“IDEA”), 20 United States Code Annotated Section 1400 et seq., 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 et seq. Such terms and acronyms shall include, but not be limited to, “FAPE” or Free Appropriate Public Education, Child Find, “IEP” or Individualized Education Program, “LEA” or Local Education Agency, “LRE” or Least Restrictive Environment, Special Education, Evaluations, Eligibility Determinations, Educational Placements, Procedural Safeguards, “SEA” or State Education Agency, “MOE” or Maintenance of Effort, “ESEA” or Elementary and Secondary Education Act, Texas Education Agency (“TEA”), and “ARD” or Admission, Review and Dismissal Committee.

1.5 Any SSA policies or operating guidelines inconsistent with the provisions contained herein shall be deemed null and void.

1.6 Each Member District retains the responsibility for providing services and programs pursuant to Section 504 of the Rehabilitation Act. Notwithstanding the foregoing, the SSA will comply with Section 504 of the Rehabilitation Act as indicated in Section 1.4.

2. Management

2.1 The Cooperative will be governed by a management board (the “Co-op Board”) composed of the superintendents or their designee of the Member Districts as the representatives of the boards of trustees of the Member Districts. Each superintendent or their designee shall attend the regularly scheduled Co-op Board meetings. Superintendents shall keep their respective Member District boards advised of Co-op Board actions.

2.2 The superintendent of the Fiscal Agent, as designated in 4.1, will serve as chairperson of the Co-op Board. The special education director will initially serve as secretary of the Co-op Board. The secretary or designee will record, prepare, and maintain minutes of each Co-op Board meeting. The Co-op Board may from time to time elect a chairperson from among its members and designate a secretary, said secretary may or may not be a member of the Co-op Board. It is agreed and understood that in the event the chairperson is unable to participate in Co-op Board meeting, then that chairperson’s designee may serve in the role of chairperson for that meeting.

2.3 Except as otherwise provided herein, actions shall require the approval of a majority of a quorum of the Co-op Board. One vote per Member District is permitted. The Fiscal Agent, as a Member District, is permitted one vote. Proxies are not permitted.

2.4 The Co-op Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared services arrangement. The Board shall hold at least four meetings each year. The Co-op Board may hold other, regular meetings at the dates, times and places designated by the chairperson. Special meetings of the Co-op Board may be called by the chairperson or at the written request of any Co-op Board member.

2.5 The Director, on behalf of the Co-op Board and through the Fiscal Agent, may purchase goods and services necessary to administer and operate the Co-op.

2.6 Additional powers and duties of the Co-op Board shall be determined by Co-op policy or operating guidelines.

2.7 The SSA Board may by a 2/3 vote of its membership, recommend revocation of the membership of a Member District for non-compliance with the terms of the Agreement, for non-compliance with the policies and procedures of the Co-op, or for non-compliance with the terms and conditions of any written agreement between the Co-op and the Member District in question. Disposition of property shall be governed by Section 5.5. Any applicable TEA timelines and requirements shall apply to any reconfiguration. The Co-op Board shall submit its recommendation to revoke the membership of the Member District to the Member Districts’ Board of Trustees for final approval by each Board of Trustees. The Board of Trustees of the Member District being recommended for revocation shall have no vote in such proceeding.

Revocation will be subject to the approval of all Member Districts with the exception of the Member District being recommended for revocation. The Member District whose membership is being revoked shall return to the Co-op any supplies, equipment, or fixtures in its possession that were purchased with Co-op funds, prior to or by the effective June 30th final day of the Member District's participation in the Co-op. The Member Districts further agree that any uncommitted surplus funds, after charges and liabilities, remaining in the Co-op's fund balance as of the June 30th date set forth above, shall remain with the Co-op. Fund balance is defined as (437) which include any local share contributed by the Member Districts. It is further agreed that the Member District subject to revocation shall pay all costs and fees related to, resulting from or associated with its revocation, including, but not limited to non-renewals, legal costs, insurance or any other expenses or obligations.

2.8 Any Member District which does not agree to the terms of this Agreement and does not properly execute this Agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the Co-op without the necessity of further action by the remaining Member Districts, person, entity or agency. Disposition of property shall be governed by Section 5.5.

3. Personnel

3.1 The chief administrator of the Cooperative will be the Special Education Director ("Director" or "Co-op Director"), who will be recommended for employment to the board of trustees of the Fiscal Agent district by the Co-op Board. The Director shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent district. Administrative decisions regarding daily operations of the instructional program and approved budgeted expenditures consistent with Co-op operating guidelines are within the authority of the Director. Co-op Board operating guidelines will determine the extent of the additional administrative authority and contractual power of the Director. Duties of the Director may include, but are not limited to:

- a. Assist and support Member Districts to provide appropriate instruction and other services for all eligible students.
- b. Recommend for Hire, supervise, and evaluate Co-op personnel, subject to the approval of the Fiscal Agent Board of Trustees.
- c. Assist and support Member Districts to carry out instructional programs in compliance with state and federal requirements.
- d. Account for the expenditure of all Co-op funds, unless such responsibility is retained by the Member District.
- e. Assign Co-op personnel based upon needs of the Co-op.

3.2 The Director shall serve as Fiscal Agent's deputy officer for Co-op related public records for purposes of the Texas Public Information Act and the Local Government Records Act. The Director will send to each Member District any records requests submitted to the Co-op, and the corresponding records in the possession of the Co-op. Each Member District retains responsibility for records requested pursuant to the Texas Public Information Act, Family

Educational Rights and Privacy Act (“FERPA”) or Individuals with Disabilities Education Act (“IDEA”) that are submitted directly to that Member District.

3.3 Co-op personnel, which may include, director, supervisors, educational diagnostician(s), associate psychologist(s), VAC(s), speech therapist(s), Co-op office paraprofessional staff, and Co-op office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. The Fiscal Agent may consider recommendations from the Management Board when employing Co-op personnel, but the Fiscal Agent retains final hiring and termination authority regarding employment of Co-op personnel.

3.4 Except as otherwise provided herein, personnel who provide special education services for Member Districts, but who are employed by a Member District, and not the Fiscal Agent, and serve under contract with that school district are subject to the all of the policies of that school district, including all personnel policies, including, but not limited to, those governing leave and other benefits, as well as to all SSA Operating Guidelines.

3.5 The SSA reserves the right to adopt an annual salary schedule for itinerant and/or SSA personnel that will supersede any salary schedule adopted by the Fiscal Agent. Should said right be exercised, the Fiscal Agent shall adopt the SSA salary schedule for the employment of itinerant and/or SSA personnel. Such option shall be exercised no later than thirty (30) days prior to the date on which the Fiscal Agent adopts its salary schedule.

3.6 Any hearing on a Co-op employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with, the policies of the Fiscal Agent. However, if the employee has a contractual relationship with a Member District other than the Fiscal Agent, any hearing is the responsibility of, and will be held in accordance with, the policies of that Member District.

3.7 Co-op personnel shall be evaluated pursuant to the evaluation policies and procedures of the Fiscal Agent. However, each Member District shall have the right to provide appropriate input into the evaluation process concerning Co-op personnel performance of duties related to each Member District.

3.8 Paraprofessional personnel are employed and paid by the Member Districts based on needs of the Member District. The paraprofessional staff are considered employees of the Member District as an at-will employee. The paraprofessional will be subject to all policies of that Member District (see Section 3.4). The Co-op will reimburse the Member Districts for the paraprofessionals, not to exceed the budgeted amount.

4. Fiscal Agent

4.1 CAYUGA INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent for the Cooperative. CAYUGA INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Co-Op Board. The Co-op, on behalf of the Fiscal Agent, shall provide accounting services, reports, Co-op records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by Co-op operating guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member Districts failure to maintain its effort. It is agreed that Anderson County Special Education Co-op Director certifies receipt of Medicaid funds. The Co-op may retain a portion of the Medicaid funds to cover operating costs not to exceed the amount outlined and approved by the Anderson County Special Education Co-op Management Board.

4.3 The Co-op, on behalf of the Fiscal Agent, will account for salaries and expenses of Co-op personnel, itinerant personnel and Co-op office staff as set forth in Section 3 herein. Co-op operating expenses; IDEA, Part B funds; Elementary and Secondary Education Act and any other applicable funds will also be managed by the Fiscal Agent. The Fiscal Agent will maintain personnel records and payroll systems for itinerant staff and Co-op office staff.

4.4 Except as may be provided herein, the Co-op Director, on behalf of the Fiscal Agent, will prepare and submit, on behalf of the Co-op, any reports or applications required by federal or state law or Co-op operating guidelines.

4.5 The Co-op Director, on behalf of the Fiscal Agent and Co-op, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Co-op policies. The Fiscal Agent shall request compliance the Americans with Disabilities Act and Family Educational Rights and Privacy Act by each service provider.

4.6 The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Co-op on or before December 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. The SSA Board may agree to waive the timelines pertaining to notification of the other Member Districts. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA, if required, of its intent to withdraw as Fiscal Agent on or before February 1st preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Co-op's accounts, the transfer of Fiscal Agent status will become effective July 1.

4.7 Should the Fiscal Agent cease for any reason to serve, the Co-op Board will by majority vote of a quorum appoint another Member District as Fiscal Agent, subject to approval by that Member District's board of trustees.

4.8 The Co-op agrees to provide each Member District, upon request, with an accounting of the prior year's budget and how much state and local funds were expended on behalf of that Member District through a copy of the annual audit report that applies to the Co-op as part of the Fiscal Agent's audit.

4.9 The Fiscal Agent, as a Member District, is subject to SSA operational guidelines and requirements of this Shared Services Arrangement agreement.

5. Member Districts' General Obligations

5.1 Each Member District acknowledges federal funds received from the State earmarked for special education programs and services flow directly to the Co-op through the Fiscal Agent. Member Districts agree that any other funds assessed under Co-op operating guidelines or other legal requirement will be remitted within sixty (60) calendar days from the date the invoice is received.

5.2 In the event an ARD Committee determines that a student of a Member District requires residential placement to receive educational benefits, each Member District shall pool its 25% IDEA Part-B formula funds (“set-aside” funds) with the set-aside funds of all other Members Districts, to be applied for payment of related services and residential costs associated with the residential placement of any student residing within a Member District of the Co-op.

Except as otherwise provided herein or otherwise determined by the United States Department of Education (“DOE”), the Director will comply with the procedures of 19 T.A.C. § 89.61 when contracting for educational residential placements for a student served by a Member District.

Additionally, the Member District of residence of residentially-placed student shall provide an amount no less than its local tax share per average daily attendance for payment of residential costs of such student, as per 19 T.A.C. § 89.61.

The Member District wherein the residentially placed student resides shall be responsible for reimbursing the other Member Districts their respective 25% set aside fund share which TEA charged against each Member District for the residential placement costs. It is further agreed that the Management Board, by majority vote, may modify the terms of the amount of reimbursement due to each Member District, as set forth above.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Co-op operations. Member Districts agree to operate special education programs in compliance with state and federal law.

5.4 Unless otherwise provided herein, title to and ownership of all personal property of whatever type or nature, acquired, purchased, encumbered, or committed to by the Co-op with Co-op funds, whether through purchase, lease, time payment, or any other acquisition agreement, regardless of whether the source of such Co-op funds was from local, state, federal, or private sources, are the property of the Co-op, and not that of individual Member Districts. All personal property of whatever nature, individually purchased with Member District funds or otherwise acquired by individual Member Districts from local resources shall remain that Member District's property, regardless of its use by the Co-op for Co-op educational services. Agreements pertaining to the title to, ownership or purchase of real property are not governed by the terms of the SSA

Agreement. Any such agreements related to real estate are subject to the laws governing property in the state of Texas.

5.5 A Member District may withdraw from the SSA by providing the other Member Districts with written notice of its proposed action at least one hundred twenty (120) calendar days on or before the February 1st preceding the end of the school year which the Member District intends to be its final year in the SSA. Upon receipt, the SSA's Fiscal Agent shall submit such written notice-of intent-to-withdraw to the Texas Education Agency prior to February 1st, if required. Upon delivery of such notice, the Member District's withdrawal from the SSA shall be effective on the following June 30th, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the Co-op any supplies and equipment in its possession that was purchased with Co-op funds, prior to or by the effective June 30th final day of the withdrawing Member District's participation in the SSA. The Member Districts further agree that any fund balance, including roll forward monies, remaining in the SSAs operating fund as of the June 30th date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with the withdrawal, including, but not limited to, non-renewal proceedings, legal costs, legal fees, or any other expense pertaining to the drafting of an agreement reflecting the reconfiguration.

5.6 Repayments to the Texas Education Agency due to a violation of federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the Member District that violated the MOE requirement. The Member District agrees to submit payment to the Fiscal Agent in the amount equal to the repayment due TEA. Upon receipt of the payment, the Fiscal Agent will submit to TEA the amount of repayment due from IDEA-Part B funds.

5.7 If a School District requests to become a Member District of the SSA, such must be unanimously approved by the entire SSA Management Board and subsequently approved by each Member Districts' Boards of Trustees. It is agreed and understood that any school district seeking to join the SSA may be assessed a fee to be determined by the SSA Management Board prior to obtaining membership. It is agreed and understood that any school district seeking to become a Member District, remains solely responsible for any state compliance issues, federal compliance issues, legal disputes, lawsuits arising under any state or federal law, or administrative hearings or grievances which arose, were initiated, or existed prior to the effective date of the reconfiguration. Once approved as a Member District, any legal issues related to the new Member District, the basis of which occurs subsequent to the effective date of reconfiguration, will be addressed pursuant to Section 10 herein.

6. Fiscal Practices

6.1 The Co-op will operate on a budget prepared by the Director and approved by the Co-op Board and Member District boards of trustees as part of the respective Member Districts' overall budget approval process. Any Member District exceeding budget allocations without the proper budget amendments will be solely responsible for those expenditures which exceed the budget allocations.

6.2 Administrative and uncontrollable costs will be shared by each Member District on a pro rata basis. Each Member District will contribute its share based upon a ratio that compares the district's total special education enrollment to the total Co-op special education enrollment and based upon total number of special education students served by the Co-op in the previous year based on snapshot data.

6.3 The Co-op's accounts will be audited annually by the independent auditor for the Fiscal Agent at Co-op expense. Audit expenses are included in the SSA's state and local budget.

6.4 The Member Districts agree to submit annually a Fiscal Agent administrative fee to the Fiscal Agent. The specific amount of the Fiscal Agent Fee will be determined and approved by the Co-op Board and recorded in the minutes. The fiscal agent fee will be calculated by multiplying the total Co-op state and local budget by a multiplier of .005. The total cost of the secretary of finance position, including salary and benefits, will be added to the fiscal agent fee. The secretary of finance position is assigned to the fiscal agent of the Co-op. If the fiscal agent changes, the secretary of finance position will move to the District acting as the new fiscal agent.

7. Dissolution

7.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution, the Co-op's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts, prorated in the same manner as administrative costs as provided by Section 6.2. The dissolution will take effect on July 1 after the first February 1st following the dissolution vote. Any dissolution must be consistent with TEA timelines, to the extent required.

7.2 Should the SSA dissolve, instructional materials and equipment purchased for use in each district will remain in the respective districts, and become the property of that district. Any other remaining assets will be divided among the Member Districts based upon the current year's ratio outlined in 6.2.

8. Risk of Loss

8.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney's fees, and settlement costs.

8.2 Each Member District will insure its owned or leased vehicles used in the transportation of students with disabilities for at least the statutory maximum limits of school district liability for motor vehicle accidents.

9. Transportation

9.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided. Each Member District may be eligible for reimbursement for travel expenses as approved by the Management Board.

10. Legal Responsibilities

10.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (“FAPE”).

10.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student. Except as otherwise provided herein, the Member District wherein the student resides is responsible for legal fees incurred due to TEA complaints, Office of Civil Rights (“OCR”) complaints and grievances directly involving that student.

10.3 Except as otherwise provided herein, if the SSA is a named party in an administrative hearing or lawsuit filed in federal or state court, or should the Fiscal Agent incur costs as a result of any litigation against the SSA, each Member District will be responsible for the costs based upon a ratio as outlined in 6.2 herein. If the SSA or its Fiscal Agent is named as a party (in addition to the Member District wherein the student resides) in a Due Process Hearing or legal proceeding in state or federal court (brought pursuant to the IDEA or Section 504) involving a special education student receiving services from a Member District, then such costs shall be allocated among the Member Districts based on the percentage of weighted full-time equivalents as designated by the SSA Board on an annual basis. These costs are limited to reasonable and necessary legal fees incurred by the SSA or its Fiscal Agent which are required for the legal defense of the SSA or its Fiscal Agent, in their respective roles as the SSA or Fiscal Agent. The Fiscal Agent, as a Member District, is subject to 10.1 and 10.2 regarding litigation involving students that reside in the Fiscal Agent Member District.

10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the Member District has a contract or with whom the Member District has an employment relationship.

10.5 Should the Fiscal Agent incur costs as a result of any complaints, grievances or lawsuits arising from the Co-op's employee's discharge of duties set forth herein, then such costs shall be divided among the Member Districts based upon the formula set forth in Section 6.2.

10.6 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

10.7 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually

acceptable mediator shall be chosen by the parties who shall share the cost of mediation services based upon an equal split between the Member Districts. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

10.8 Any Member District that independently elects to contract with a nonpublic school when appropriate services are available at the Member District or from the SSA, will be responsible for the entire cost of the placement.

11. The Agreement

11.1 This agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this agreement.

11.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Co-op and responsibilities under any prior Cooperative agreement.

11.3 This agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

11.4 This agreement is governed by the laws of the State of Texas. Venue for any dispute shall be in Anderson County, Texas.

11.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

11.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

11.7 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

11.8 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

11.9 In the event the majority of the Member Districts agree to all of the terms set forth in this agreement, failure by an individual Member District to agree to the terms of this agreement, shall be deemed an effective withdrawal by that Member District. TEA timelines shall apply, to the extent applicable.

11.10 To the extent that a Member District is no longer accredited by the Texas Education Agency (“TEA”), that Member District is deemed not to be a party to this Agreement.

Approved by the Anderson County Special Education Co-op Management Board on April 14, 2021

CAYUGA INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

ELKHART INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

FRANKSTON INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

NECHES INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

SLOCUM INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

WESTWOOD INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT

DATE OF APPROVAL

10. **ACTION ITEMS**

10.A. Consider and possibly approve the District logo

Presenter: Wade Stanford

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: District Logo

Administrator Responsible: Wade Stanford

Summary: The District has multiple versions of Westwood logos being used by campuses and support organizations. The administration has implemented an expectation that the attached logo be used on campus and District letterhead and other communications.

The selection of a District logo would benefit the branding efforts of the District and promote a unified vision. The Board of Trustees would need to consider the impact this would have on organizations and how far this would extend.

Administration's Recommendation:

Board Approval Required

XYES

NO



10.B. Board to consider and possibly approve the District of Innovation Plan renewal

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: Westwood ISD District of Innovation Plan Renewal

Administrator Responsible: Katie Atkins, Ed.D

Summary: HB 1842 was passed during the 84th Texas Legislative Session in Spring 2015 and provides Texas public school districts the opportunity to be designated as a District of Innovation. To access these flexibilities, a school district must adopt an innovation plan, as set forth in Texas Education Code Chapter 12A. Districts of Innovation may be exempted from a number of state statutes and will have:

- Greater local control as the decision makers over the educational and instructional model for students
- Increased freedom and flexibility, with accountability, relative to state mandates that govern educational programming
- Empowerment to innovate and think differently.

Districts are not exempt from statutes including curriculum and graduation requirements and academic and financial accountability.

In 2017, the Westwood ISD Board of Trustees approved the Westwood ISD District of Innovation Plan. These plans must be reviewed and approved by school boards every five years.

Administration's Recommendation: Please approve the Westwood ISD District of Innovation Plan Renewal.

Possible Motion: I move that we approve the renewal of the Westwood ISD District of Innovation Plan.

Attachments: Westwood ISD District of Innovation Plan Renewal (ppt)
Westwood ISD District of Innovation Plan (pdf)

Board Approval Required

YES

NO

10.C. Board to consider and possibly approve the 2022-2023 District Calendar
Presenter: Katie Atkins

Westwood ISD Agenda Item Information

Meeting Date: February 14, 2022

Subject: Westwood ISD 2022-2023 Academic Calendar Adoption

Administrator Responsible: Katie Atkins, Ed.D

Summary: The Westwood ISD calendar committee, informed through stakeholder input, has reviewed various calendar options and is recommending that the Board approve the proposed 2022-2023 academic calendar.

Administration's Recommendation: Please approve the Westwood ISD 2022-2023 academic calendar as presented.

Possible Motion: I move that we approve the Westwood ISD 2022-2023 academic calendar as presented.

Attachments: Westwood ISD 2022-2023 Academic Calendar (pdf)

Board Approval Required

YES

NO

11. **CLOSED SESSION**

- 11.A. Consider Principals, Assistant Principals, Assistant Superintendents, Athletic Director and Special Programs Contracts
- 11.B. Possible discussion of real property
- 12. Discussion and Possible Approval of Action arising from Closed Session
- 13. Future agenda items request and events
- 14. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, 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). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees