**CONNALLY INDEPENDENT SCHOOL DISTRICT**
**NOTICE AND AGENDA OF REGULAR MEETING**

The Board of Trustees of Connally Independent School District will hold a Regular Meeting at 5:30 PM on Tuesday, September 15, 2026 at the Connally Administration Building, 200 Cadet Way, Waco, Texas 76705. The subjects to be discussed are listed on the agenda which is attached to and made part of the notice.

On September 9, 2026, this Notice is posted on the bulletin board in a place convenient and readily accessible to the general public at four o'clock p.m. on said date.

AGENDA


1. **Call to Order**
2. **Pledge and Invocation**
3. **Public Comments on Agenda Items**
4. **Call to Order Public Hearing on the 2026 Annual Financial Integrity Rating System of Texas and Report (School FIRST)**
    A. 2026 Annual Financial Integrity Rating System of Texas and Report (School FIRST) 3
5. **Superintendent's Report**
    A. Enrichment Hour
6. **Student Outcomes** **21**
    A. MAP
    B. Spot Observation Data
    C. Student Attendance and Enrollment Trends
7. **Review and Discuss Board Goal 3: Ensure College, Career, and Military Readiness for All Students** **22**
8. **Consent Agenda: Consider and Take Appropriate Action**
    A. Board Meeting Minutes for Regular Meeting on August 18, 2026 26
    B. SB 12 Compliance Certification 32
    C. Update and Extend Custodial Services Contract with AMB 35
    D. Memorandum of Understanding between Texas Health and Human Services Commission and Connally ISD Child Care for the Foster Grandparent Program Volunteer Station 40
    E. Memorandum of Understanding between Central Texas Food Bank and Connally ISD 54
    F. Memorandum of Agreement between Heart of Texas Community Health Center, DBA Waco Family Medicine and Connally ISD 60
    G. Memorandum of Agreement between the Department of Air Force and Connally ISD 66
    H. Memorandum of Understanding between Region 12 and Connally ISD for a Crisis Response Team 72
    I. Consolidation of Connally's Elementary School, Early Childhood School, and Primary School Activity Accounts 77
    J. Child Nutrition Services Adult Meal Prices 79
    K. Resolution for Designation of Connally ISD District Investment Officer 81
    L. Resolution for Annual Review of District Investment Policies 83
    M. Interlocal Agreement between Connally ISD and Region 18 Education Service Center 110
9. **Announcements**
10. **Adjournment**


Josie Gutierrez, Superintendent

The Board of Trustees reserves the right to enter into a closed meeting at any point in the meeting, which is permitted by Texas Government Code, Sections 551.101-551.071-551.076, 551.082, and Texas Education Code, Section 39.096.  The Board of Trustees reserves to take action in the open portion discussed in closed meeting.

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Public Hearing on the 2026 Annual Financial Integrity Rating System of Texas and Report (School FIRST)

**Contact Person:** Jerry N. Allen

**Presented for:** Information Only

**Supporting Documents:** Attached

---

## Background Information:

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

There are twenty-one accountability indicators including four critical indicators and seventeen financial competence indicators. Financial accountability rating indicators for 2026 are based on fiscal year 2024 - 2025 financial data.

The first three of the four critical indicators do not receive a point value. They are either validated or not. Failure to pass any of these critical indicators results in an automatic rating of ***Substandard Achievement***. Ceiling indicators limit the maximum points allowed by the applicable indicator. The District will receive a rating based on the lesser points earned. The ceiling indicators apply to indicators 4, 5, 6, 16, 17, 20, and 21.

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

The letter grade will be assigned depending on the District's score on the solvency and financial competence indicators and passing all the critical indicators. The highest possible score on the indicators is 100 points. Any district scoring below 70 points will receive a rating of ***F - Substandard Achievement***. The school district receives an F if it scores below the minimum passing score, if it failed any critical indicators 1 through 4, if the annual financial report or the data were not complete, or if either the annual financial report or the data were not submitted on time for FIRST analysis. Districts that do not receive a passing score must file a corrective action plan with the Texas Education Agency.

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

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

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

The financial management report is required to be made available to attendees at a public hearing for School FIRST. Notice of the hearing was published in the Waco Tribune-Herald on August 29, 2026.

The District received the state's highest financial accountability rating of "Superior" or an "A" for the 2024-2025 fiscal year with a score of 100 out of 100 points. A copy of the report is attached along with a brief overview that will be presented at the Public Meeting.

## Fiscal Implications:

None

## Administrative Recommendation(s):

The Administration recommends the Board of Trustees invite public input in response to the District's 2026 School FIRST rating, as presented.

4

# Connally Independent School District

## Public Hearing:  2026-2027 First Report

## September 15, 2026

# FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

### Origin & Development

Developed in 1999 by the Texas Education Agency in response to Senate Bill 875 of the 76th Legislature.

### Primary Priority

Primary priority is to achieve quality performance in the management of school district's financial resource.



### District Ratings

Districts are rated on indicators outlined by the rule of the Commissioner of Education.

### Data & Audits

Information obtained from financial audits, PEIMS reported data, and other governmental entities.

# FIRST RATING

2024 - 2025

**Financial Data**

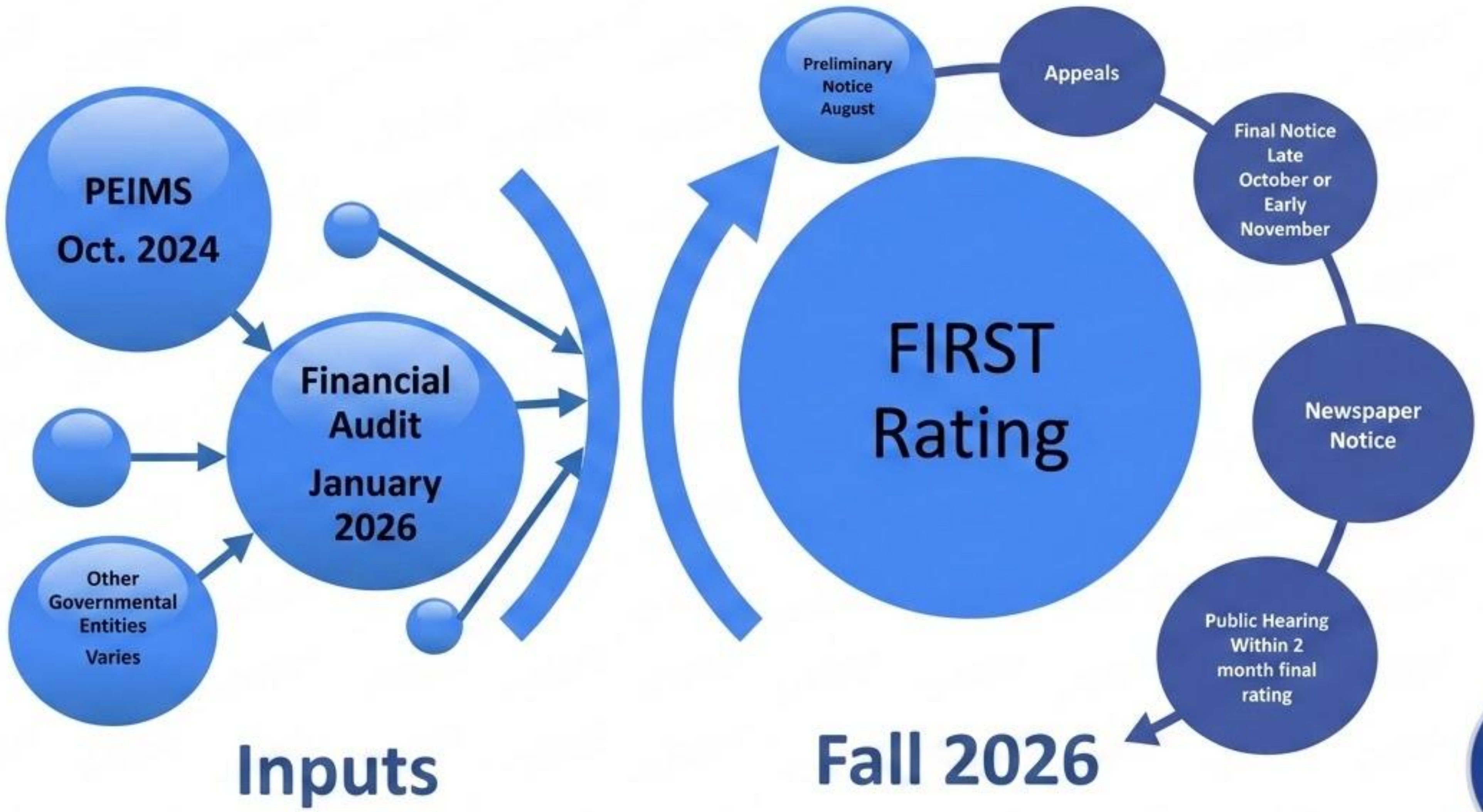
The baseline foundation for establishing the current year's evaluation metrics.

2025 - 2026

**FIRST Rating**

Official financial integrity rating designated by the Texas Education Agency.

# FIRST RATING TIMELINE



# FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

## Scoring for FIRST Rating Year Over Year

| 2025-2026 | |
|---|---|
| A = Superior | 90-100 |
| B = Above Standard | 80-89 |
| C = Meets Standard | 70-79 |
| F = Substandard | <70 |

| 2024-2025 | |
|---|---|
| A = Superior | 90-100 |
| B = Above Standard | 80-89 |
| C = Meets Standard | 70-79 |
| F = Substandard | <70 |

# FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

# DISTRICT STATUS DETAIL

| | 2025 - 2026 | 2024 - 2025 |
|---|---|---|
| **RATING** | A Superior Achievement — **Superior Achievement** | A Superior Achievement — **Superior Achievement** |
| **DISTRICT SCORE** | 100 — **Perfect Score Maintained** | 100 — **Perfect Score Maintained** |
| **NUMBER OF INDICATORS** | 21 | 21 |

Out of 21 rigorous state indicators, Connally ISD achieved the **highest possible** score, demonstrating exemplary stewardship of taxpayer resources.

# FIRST Current & Prior Year Indicators/Results

| Indicator | Indicator Description | 2025-2026 Results | 2024-2025 Results |
|---|---|---|---|
| 1 | Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively? | Yes | Yes |
| 2 | Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.) | Yes | Yes |
| 3 | Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance of payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money and their creditors, which includes a plan for paying back the debt. | Yes | Yes |
| 4 | Did the school district make timely payments to the Teacher Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? | Yes | Yes |
| 5 | Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero?<br>This indicator was not scored for 2023-2024. | Passed | Passed |



CONNALLY CADETS

# FIRST Current & Prior Year Indicators/Results

| Indicator | Indicator Description | 2025-2026 Results | 2024-2025 Results |
|---|---|---|---|
| 6 | Was the average change in (assigned and unassigned) fund balance over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? | Passed | Passed |
| 7 | Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? | 10 | 10 |
| 8 | Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? | 10 | 10 |
| 9 | Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? | 10 | 10 |
| 10 | Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years? | 10 | 10 |

# FIRST Current & Prior Year Indicators/Results

| Indicator | Indicator Description | 2025-2026 Results | 2024-2025 Results |
|---|---|---|---|
| 11 | Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school automatically passes this indicator. | **10** | **10** |
| 12 | Was the debt per $100 of assessed property value ratio sufficient to support future debt repayments? | **10** | **10** |
| 13 | Was the school district's administrative cost ratio equal to or less than the threshold ratio? | **10** | **10** |
| 14 | Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator. | **10** | **10** |
| 15 | Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? | **5** | **5** |

# FIRST Current & Prior Year Indicators/Results

| Indicator | Indicator Description | 2025-2026 Results | 2024-2025 Results |
|---|---|---|---|
| 16 | Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? | **Passed** | **Passed** |
| 17 | Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) | **Passed** | **Passed** |
| 18 | Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? | **10** | **10** |
| 19 | Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statues, laws and rules that were in effect at the school district's fiscal year end? | **5** | **5** |
| 20 | Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget | **Passed** | **Passed** |
| 21 | Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship | **Passed** | **Passed** |
| | | **100 Weighted Sum** | **100 Weighted Sum** |
| | | **1 Multiplier Sum** | **1 Multiplier Sum** |
| | | **100 Score** | **100 Score** |

# REQUIRED DISCLOSURES

## Transparency First

Texas law requires all districts to disclose specific executive and board financial interactions during this hearing.

*Connally ISD embraces this mandate to ensure absolute clarity with our taxpayers.*

### Superintendent’s Employment Contract

Publicly available on District Website

### Reimbursable Travel Expenses

Standardized executive and board member reporting



### Gifts, Outside Compensation, & Business Transactions

Strict conflict of interest policy adherence and registration

# REQUIRED DISCLOSURES CONTINUED

| Category | Superintendent Jill Bottelberghe | Trustee Johnston | Trustee Lowrey | Trustee Raines | Trustee Coker | Trustee Black | Trustee Carter | Trustee Davis |
|---|---|---|---|---|---|---|---|---|
| **Meals** | | | | $44.46 | | | | |
| **Lodging/ Parking** | $640.75 | | $715.67 | $866.99 | | $715.67 | $715.67 | |
| **Transportation** | $51.96 | | | | | | | |
| **Motor Fuel** | | | $251.92 | $251.92 | | $274.70 | $251.92 | |
| **Other** | $1,454.47 | $105.00 | $585.00 | $585.00 | $55.00 | $585.00 | $585.00 | $50.00 |
| **Totals** | **$2,147.68** | **$105.00** | **$1,552.59** | **$1,703.91** | **$55.00** | **$1,575.37** | **$1,557.59** | **$50.00** |

# REQUIRED DISCLOSURES CONTINUED

## Demonstrating a Clean Slate on Conflicts of Interest

Connally ISD leadership maintains strict separation between personal finances and district operations.

| | |
|---|---|
| **Outside Compensation / Fees for Superintendent Consulting.** | **$0** / None Received |
| **Gifts to Executive Officers & Board Members over $250.** | **$0** / None Received |
| **Business Transactions between the District and Board Members.** | **$0** / None Currently |

# Questions?

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Student Outcomes

**Contact Person:** Dr. Amy Hosick

**Presented for:** Information Only

**Supporting Documents:** None

---

**Background Information:**

This presentation provides the Board of Managers with school year-to-date student outcomes data to include NWEA Measures of Academic Progress (MAP) Beginning-of-Year (BOY) assessment data, observation data, and student attendance and enrollment trends.

The purpose of this presentation is to review current district data and provide an overview of the district's current state and performance.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

No action is required.

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***June 23, 2026***

**Item:** Review and Discuss Board Goal 3: Ensure College, Career, and Military Readiness for All Students

**Contact Person:** Dr. Josie Gutierrez

**Presented for:** Information Only

**Supporting Documents:** Attached

---

**Background Information:**

The Board of Trustees establishes district goals to provide clear direction and priorities for the school year. These goals serve as the foundation for governance, decision-making, and accountability while aligning the Board's vision with the district's strategic priorities.

Following the release of the August 2026 College, Career, and Military Readiness (CCMR) data, the district has established Board Goal 3.

***Board Goal 3: Ensure College, Career, and Military Readiness for All Students***
The percentage of graduates that meet the criteria for CCMR by passing a college readiness exam (ACT, SAT, or TSI) or complete an industry-based certification will increase from 24% in August 2026 (2025 graduates) to 60% by 2031 (2030 graduates).

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

No action is required.

# Review and Discuss Board Goal 3:
# Ensure College, Career, and Military Readiness for All Students

# Board Early Childhood Literacy & Early Childhood Math Goals

| | |
|---|---|
| **Goal 1:** Increase 3rd Grade Reading Proficiency on State Assessments | The percentage of third-grade students who score "Meets Grade Level" or above on STAAR Reading will increase from 28% in June 2026 to 59% by August 2031. **Annual Targets** • Current 2026: 28% \| 2027: 36% \| 2028: 41% \| 2029: 45% \| 2030: 54% \| 2031: 59% |
| **Goal 2:** Increase 3rd Grade Math Proficiency on State Assessments | The percentage of third-grade students who score "Meets Grade Level" or above on STAAR Math will increase from 22% in June 2026 to 59% by August 2031. **Annual Targets** • Current 2026: 22% \| 2027: 32% \| 2028: 36% \| 2029: 45% \| 2030: 50% \| 2031: 59% |
| **Goal 3:** *(Board Goal 3)* Ensure College, Career, and Military Readiness for All Students | The percentage of graduates that meet the criteria for CCMR by passing a college readiness exam (ACT, SAT, or TSI) or complete an industry-based certification will increase from 24% in August 2026 (2025 graduates) to 60% by August 2031 (2030 graduates). |

# **Goal 3:** Ensure College, Career, and Military Readiness for All Students

**Goal 3:**
*(Board Goal 3)*
Ensure College, Career, and Military Readiness for All Students

The percentage of graduates that meet the criteria for CCMR by passing a college readiness exam (ACT, SAT, or TSI) or complete an industry-based certification will increase from 24% in August 2026 (2025 graduates) to 60% by August 2031 (2030 graduates).

**Annual Targets**

- Current 2026: 24% | 2027: 29% | 2028: 38% | 2029: 49% | 2030: 52% | 2031: 60%

| ***Reporting Year*** | ***# of Students*** | ***%*** | 25 |
|---|---|---|---|
| **2026** | 31 | 24% | *Class of 2025 Graduates* |
| **2027** | 40 | 29% | *Class of 2026 Graduates - Already Graduated* |
| **2028** | 55 | 38% | *Class of 2027 Graduates* |
| **2029** | 70 | 49% | *Class of 2028 Graduates* |
| **2030** | 85 | 53% | *Class of 2029 Graduates* |
| **2031** | 100 | 60% | *Class of 2030 Graduates* |



Source

**CONNALLY INDEPENDENT SCHOOL DISTRICT**
**Board Meeting Minutes**
Regular Board Meeting, August 18, 2026 - 5:30 P.M.
Connally Administrative Office
200 Cadet Way
Waco, TX 76705

| **Board Members Present:** | **Board Members Absent:** |
|---|---|
| Matthew Stufflebeam | |
| Linda Lindsey Peoples | |
| Carla Thomas | |

**Call to Order:**
Matthew Stufflebeam, Board President, called the meeting of the Connally Independent School District Board of Trustees to order at 5:30 P.M. He stated that a quorum of the Board Members was present, that the meeting had been duly called, and notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Invocation and Pledge:**
The Board led the Pledge of Allegiance and Jeb Barr Pastor of Living Hope Baptist Church led the invocation.

**Public Comments Regarding Items on the Agenda:**
None

**Call to Order Public Hearing for District Budget**
The public hearing for the proposed 2026-2027 district budget was called to order at 5:34 PM. Pam Hunter presented the proposed budget, including projected revenues and expenditures for the General Fund, Child Nutrition Fund, and Debt Service Fund.

The proposed General Fund budget included approximately $25.5 million in revenues and $26.9 million in expenditures, resulting in a projected deficit of approximately $1.4 million. Administration reported that the projected fund balance remains within the recommended three months of operating expenditures. Significant expenditures contributing to the deficit include the district's increased contribution toward employee medical premiums and implementation of the after-school enrichment program.

The Board was also provided an overview of the Child Nutrition and Debt Service funds, expenditures by major object group and function, changes from the prior-year budget, enrollment considerations, and staffing vacancies. Pam Hunter also reported that resolution to defease the bonds was included for approval. She added that all bonds will be paid off by August 31, 2026.

No members of the public requested to speak during the public hearing.

**Discuss and Take Appropriate Action on the 2026–2027 Proposed Budget for General Operating Fund, Child Nutrition Fund, and Debt Services Fund**
President Matthew Stufflebeam entertained a motion. Carla Thomas moved to approve, followed by a second from Linda Lindsey Peoples to approve the proposed budget as presented. The motion carried unanimously.

**Call to Order Public Hearing for District Proposed Tax Rates**
The public hearing for the district's proposed tax rate was called to order at 5:47 PM. Pam Hunter presented the proposed tax rates for the 2026-2027 fiscal year.

The proposed Maintenance and Operations (M&O) tax rate remains at $0.7552 per $100 of valuation. The district will not levy an Interest and Sinking (I&S) tax rate for the current year, resulting in an overall tax rate reduction of $0.165 compared with the prior year. The Board was also provided information regarding the impact of changes in property values on individual tax bills.

No members of the public requested to speak during the public hearing.

**Discuss and Take Appropriate Action on  Resolution Adopting a Tax Rate for the**
President Matthew Stufflebeam stated that this year's proposed tax rate does not exceed the no-new revenue tax rate. A motion to adopt an ordinance, resolution, or order setting the tax rate does not require the language about "tax increase" as stated in § 26.05(b) of Property Tax Code. He entertained a motion to approve a Resolution Adopting a Tax Rate for the Connally Independent School District for the Tax Year 2026. This motion was seconded by Carla Thomas and followed by Linda Lindsey Peoples. The motion was carried unanimously.

**Superintendent's Report**
**First Week of School Update:**
Dr. Gutierrez provided an update on the first week of school, highlighting progress in staffing, safety and security, transportation, attendance, and instruction. Student attendance during the first week was approximately 97%. Instructionally, teachers are

consistently implementing the district's High-Quality Instructional Materials, while administrators and district leaders continue classroom observations, coaching, and monitoring.

**Teacher Workforce Update: Ensuring High Quality Instruction**
Dr. Gutierrez also provided a teacher workforce update. The district currently has 126 teachers, including 60 new teachers and 24 District of Innovation teachers. The administration continues to prioritize recruiting, hiring, retaining, and supporting teachers in obtaining certification, with the goal of increasing the number of certified teachers throughout the school year.

**Student Outcomes**
**STAAR Grades 5 & 8 Science Results**
Dr. Hosick presented final 2026 STAAR results for 5th & 8th Grade science. A total of 11% of fifth-grade students and 25% of eighth-grade students performed at Meets Grade Level or Above. The results were compared with Region 12 and statewide performance.

**HB 1416: Academic Impact Update and Next Steps**
Dr. Hosick presented HB 1416 requiring districts to provide high-impact tutoring for students who did not meet state assessment standards. Students will receive high-impact tutoring in which math and reading are the priority. Approximately 706 students were initially identified as potentially requiring tutoring in at least one subject. Next steps include finalizing student lists, assigning students to teachers, and implementing required tutoring and accelerated education plans.

**2026 District and Campus Accountability Ratings**
The district's official 2026 accountability ratings were presented. Connally High School earned a B (82), while Connally Junior High received a 59, Connally Primary a 59, and Connally Elementary a 55. The district received an overall D rating (69).

**Discuss and Take Appropriate Action to Approve Board Goals**
Dr. Gutierrez presented proposed Board goals focused on improving student achievement.

**Goal 1:** Increase 3rd Grade Reading Proficiency on State Assessments. The percentage of third-grade students who score "Meets Grade Level" or above on STAAR Reading will increase from 28% in June 2026 to 59% by August 2031.

**Goal 2:** Increase 3rd Grade Math Proficiency on State Assessments. The percentage of third-grade students who score "Meets Grade Level" or above on STAAR Math will increase from 22% in June 2026 to 59% by August 2031.

Dr. Gutierrez discussed the annual targets associated with each goal and the district's instructional strategies for achieving the goals, including implementation of High-Quality Instructional Materials, professional development, coaching, and consistent grade-level instruction. A third goal focused on CCMR will be presented in the near future pending CCMR data.

Matthew Stufflebeam entertained a motion. Carla Thomas made a motion followed by Linda Lindsey Peoples to approve the Board Goals as presented. The motion carried unanimously.

**Discuss and Take Appropriate Action to Approve Board Guardrails**

The Board reviewed three guardrails developed through the Lone Star Governance process:

**Board Guardrail 1:** The Board shall not allocate less than 50% of meeting time discussing and improving student outcomes.

**Board Guardrail 2:** The Board shall not perform, or appear to perform, any of the expressed or delegated responsibilities of the superintendent.

**Board Guardrail 3:** The Board shall not approach meetings without adequate knowledge of agenda items.

Board President, Matthew Stufflebeam discussed the distinction between governance and administration and the importance of maintaining its focus on oversight, student outcomes, and Superintendent accountability.

Matthew Stufflebeam entertained a motion. Carla Thomas made a motion followed by Linda Lindsey Peoples to approve the Board Guardrails as presented. The motion carried unanimously.

**Discuss and Take Appropriate Action to Approve Superintendent Guardrails**

Dr. Gutierrez presented three Superintendent Guardrails:

**Superintendent Guardrail 1:** The Superintendent shall not allow the number of D or F rated campuses to increase or remain the same.

**Superintendent Guardrail 2:** The Superintendent shall not allow the number of ineffective teachers to increase or remain the same.

**Superintendent Guardrail 3:** The Superintendent shall not allow the use of non-district-approved instructional materials in any classroom.

Matthew Stufflebeam entertained a motion. Carla Thomas made a motion followed by Linda Lindsey Peoples to approve the Superintendent Guardrails as presented. The motion carried unanimously.

**Reports/Information**

- Safety and Security: Texas School Safety Audit
- Certified Appraisal Roll and Supplemental Appraisal Roll

**Consent Agenda: Consider and Take Appropriate Action**

- Board Meeting Minutes for Regular Meeting on July 23, 2026
- Connally ISD Workers' Compensation 2026-2027 Renewal
- Memorandum of Understanding between Viable Options in Community Endeavors, Inc. (VOICE) and Connally ISD
- Memorandum of Understanding between Texas A&M University Health Science Center and Connally ISD for Telehealth Services
- Memorandum of Understanding between Connally ISD and Texas Kids Nutrition
- Appointment of School Health Advisory Council (SHAC) Members
- Local Board Policy Updates/Revisions
- Interlocal Agreement between Houston ISD and Connally ISD regarding School Health and Related Services (SHARS) Program
- Interlocal Agreement between Houston ISD and Connally ISD for Medicaid Administrative Claiming Program
- Purchases over $50,000 in Aggregate
- 4-H Extracurricular Activities
- Final Budget Amendments for 2025-2026
- Resolution Designating a Truth-in-Taxation Officer
- 2026-2027 Property and Casualty Insurance
- Updated 2026-2027 T-TESS Appraisers
- Approve Order Authorizing Defeasance and Redemption of Certain Outstanding Obligations of the District; and Containing Other Related Provisions

Board president, Matthew Stufflebeam entertained a motion to approve the consent agenda as presented. Carla Thomas made a motion, followed by Linda Lindsey Peoples. The motion was carried unanimously.

**Announcements**
Hermann Pereira, Director of Communications, shared the following announcements:

- 8/20 - Varsity Football Scrimmage
- 8/24 - Meet the Cadets
- 8/28 - Varsity Football Game vs. China Spring & First Responders' Night
- 8/31 - JH Volleyball vs. China Spring
- 9/3 - Sub Varsity Football vs. Lorena
- 9/4 - Volleyball vs Live Oak
- 9/7 - District Closed - Labor Day
- 9/8 - Volleyball vs. Hubbard
- 9/10 - JH Volleyball vs. Salado
- 9/23 - Homecoming Parade

**Adjournment**
The meeting was adjourned at 6:22 P.M.

______________________________
Board President

______________________________
Board Secretary

## Connally Independent School District

### *Board of Trustee Meeting Agenda Item*

### *September 15, 2026*

**Item:** SB12 Compliance Certification

**Contact Person:** Keith Hannah

**Presented for:** Action

**Supporting Documents:** Attached

---

**Background Information:**

Beginning with the 2026-27 school year, each school system must submit a board-approved certification of compliance to the Texas Education Agency (TEA) no later than September 30 of each school year.

Pursuant to TEC, §39.008, the annual certification must:
- be approved by a majority vote of the Board of Trustees or governing body at a public meeting that includes an opportunity for public testimony and for which notice was posted on the school system's website at least seven days before the meeting;
- be submitted electronically to TEA

To support this process, TEA will collect these certifications from school systems through AskTED. Each school system will be expected to answer three yes/no questions and upload a board-approved certification document that addresses all applicable statutory requirements. TEA will post each certification received on the agency's website, as required by statute.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the Certificate of Compliance with Certain Laws Required by the Texas Education Code Section 39.008 and SB 12 as presented.

## TEC §39.008: Certification of Compliance with Certain Laws Required

### Section 1: School System Information

Name of School District or Charter School: **Connally ISD**

County-District Number (CDN): **161-921**

Superintendent/CEO Name: **Dr. Josie Gutierrez**

Certification School Year: **2026-2027**

### Section 2: Description of Required Policies and Procedures

Provide a description or attach a copy of the policies and procedures required by TEC, §§11.005(c) and 28.0022(h) and describe how employees and contractors were notified of these policies and procedures.

1. **Board Policy BT (LEGAL):** Provides that except as explicitly required by state or federal law, the District shall not assign DEI duties to any person and must proactively prohibit independent contractors from engaging in such activities.

2. **Board Policy CJ (LEGAL) and (LOCAL):** These policies govern contracted services and provide that a District contract is subject to termination if a contractor or vendor intentionally or knowingly engages in DEI duties or assigns such duties to another individual. It further establishes the appeal process through which an affected contractor may appeal an adverse contract action.

3. **Board Policy DH (LOCAL):** Outlines employee standards of conduct, including the prohibition against engaging in or delegating to other DEI duties.

4. **Board Policy BJA (LEGAL):** Requiring the Superintendent to certify to the Commissioner of Education the District's compliance with TEC Sections 39.008, 11.005 and 28.0022.

5. **Board Policy CMD (LEGAL):** Regarding the acquisition of instructional materials.

6. **Board Policy DF (LEGAL):** Providing for the appropriate discipline, including termination, of a District employee or contractor who intentionally or knowingly engages in or assigns to another person prohibited diversity, equity, and inclusion duties.

7. **Board Policy DG (LEGAL):** Providing that a teacher may not be compelled to discuss a widely debated and currently controversial issue of public policy or social affairs.

8. **Board Policy BJCF (LOCAL):** Providing violation of the District's prohibition against engaging in or delegating to another DEI duties is a ground for Superintendent contract nonrenewal.

9. **Board Policy EMB (LEGAL):** Addressing the teaching of controversial topics, and prohibiting instruction, guidance, activities, or programming regarding sexual orientation and gender identity to students.

10. All District employees, contractors, vendors and service providers have been provided written notice of the changes to these policies by letter dated August 28, 2026. A copy of the letter provided to all District contractors, vendors, service providers and employees is attached.

## Section 3: Policy or Program Changes

Were any existing policies, programs, procedures, or training altered to ensure compliance with TEC, §§39.008, 11.005, and 28.0022?   Yes   **X** No

## Section 4: Cost Savings

Were there any cost savings resulting from actions taken to comply with TEC, §39.008?   Yes   **X** No

Total cost savings: $ **None**

## Section 5: Board Approval

Date of Board/Governing Body Meeting: **September 15, 2026**

Meeting notice was posted on LEA website at least seven days in advance:   **X** Yes   No

Public testimony opportunity provided during meeting:   **X** Yes   No

Certification approved by majority vote:   Yes   No

## Section 6: Certification Statement

By signing below, the undersigned certifies that the information contained in this document is true and correct and that the district or charter school is in compliance with the requirements of Texas Education Code §§39.008, 11.005(c), and 28.0022(h).

Superintendent/CEO Signature: ________________________________

Date: ____________

SWORN TO AND SUBSCRIBED before me on this ______ day of ______________________, 20_____.

______________________________________________

Notary Public, State of Texas

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Update and Extend Custodial Services Contract with ABM

**Contact Person:** Jerry N. Allen

**Presented for:** Action

**Supporting Documents:** Attached

---

## Background Information:

The administration seeks the Board of Trustees' approval to execute the Fourth Amendment Service Agreement with ABM Education Services, LLC ("ABM") for district-wide custodial services. The initial agreement with ABM was executed on October 1, 2022, and has been previously amended in 2023, 2024, and 2025.

Specifically, this amendment adjusts the overall cleaning scope to 511,010 total square feet. This footprint reduction is driven by the total removal of Lakeview Academy (DAEP) as a service location, as well as a 50% capacity reduction at the former Connally Early Childhood and a 67% capacity reduction at the former Connally Elementary, now (Connally DAEP).

## Fiscal Implications:

The financial structure of the Fourth Amendment to Service Agreement is divided into two distinct pricing periods to account for the immediate scope reductions followed by the standard annual adjustments.

**Transition Period: September 1, 2026 – September 30, 2026**

Pricing for the final month of the previous contract year reflects an immediate cost reduction due to the removal of Lakeview Academy and the decreased cleaning scope at the Early Childhood and Elementary campuses.

- **Annual Cost:** $1,009,084.00
- **Monthly Cost:** $84,909.34
- **Out-of-Scope Work Rate:** $26.85 per hour

**Contract Extension Year: October 1, 2026 – September 30, 2027**

Pricing for the new operational year includes a 2.6% Consumer Price Index (CPI) increase applied to the newly adjusted baseline scope.

- **Annual Cost:** $1,035,320.20
- **Monthly Cost:** $86,276.69
- **Out-of-Scope Work Rate:** $27.55 per hour

The revised monthly billing for the 511,010 square feet allocates costs proportionately across all remaining serviced buildings, with Connally High School (131,474 sq. ft.), Connally Junior High (108,054 sq. ft.), and Connally Primary (88,475 sq. ft.) representing the largest allocations. Funding for this contract extension will be drawn from the district's maintenance and operations (M&O) budget for the 2026–2027 fiscal year.

## Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the Fourth Amendment to the Service Agreement with ABM Education Services, LLC, effective September 1, 2026.

# FOURTH AMENDMENT TO
# SERVICE AGREEMENT

**THIS FOURTH AMENDMENT TO SERVICE AGREEMENT** (the "Fourth Amendment"), effective as of September 1, 2026, is made by and between **Connally Independent School District** ("Client") and **ABM Education Services, LLC** ("ABM"), which is procured through the Texas BuyBoard Purchasing Cooperative contract #639-21. ABM and Client are hereinafter referred to as the "Parties" to this Fourth Amendment.

***RECITALS:***

A. **WHEREAS**, the Parties have entered into a Service Agreement dated October 1, 2022, which was previously amended effective October 1, 2023, October 1, 2024, and October 1, 2025 (referred to as the "Agreement"), whereby Client retained ABM to perform various services specified in the Agreement itself; and

B. **WHEREAS,** the Parties desire to make certain modifications, revisions and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Term.** Pursuant to Section 3 of the Agreement, the Term shall remain as set forth in the Agreement as amended, subject to any termination pursuant to the terms and conditions of the Agreement.

2. **Service Locations.** Exhibit A Service Locations to the Agreement shall be modified as set forth in ***Attachment A*** below.

3. **Pricing.** Pursuant to Section 6 to the Agreement, Exhibit B to the Agreement shall be further modified as set forth in ***Attachment B*** below.

4. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Fourth Amendment, all terms, covenants, conditions and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.

5. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Fourth Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.

6. **Counterparts.** This Fourth Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the day and year first above written.

| **CONNALLY INDEPENDENT SCHOOL DISTRICT** | **CONNALLY INDEPENDENT SCHOOL DISTRICT** | **ABM EDUCATION SERVICES, LLC** |
|---|---|---|
| By: ______________________ | By: ______________________ | By: ________________________ |
| Name: ____________________ | Name: ____________________ | Name: _____________________ |
| Title: Superintendent | Title: Board President | Title: _______________________ |
| Date: _____________________ | Date: _____________________ | Date: _______________________ |

**ATTACHMENT A**
**SERVICE LOCATIONS**

Effective September 1, 2026, Exhibit A Service Locations shall be deleted and replaced with the following:

**Service Locations**
**Buildings to be Cleaned and Square Footages**

| **Building** | **Square Footag e** |
|---|---|
| Connally High School | 131,474 |
| Multi-Purpose Gym | 18,890 |
| New Concession/Restrooms/T.O. | 6,270 |
| Lakeview Academy (DAEP) | 0 |
| Connally Junior High | 108,054 |
| Connally Early Childhood | 16,812 |
| Child Care | 7,084 |
| Connally Elementary (Connally DEAP) | 38,811 |
| Connally Primary | 88,475 |
| Administration | 61,447 |
| Maintenance | 7,635 |
| Transportation | 6,052 |
| Old Gym | 18,707 |
| Police/Nutrition | 1,299 |
| **TOTAL** | **511,010** |

**ATTACHMENT B**
**PRICING**

Pricing Effective September 1, 2026 – September 30, 2026
Cost reflects a price reduction due to the reduction in building scope and the removal of Lakeview Academy as a service location.
Annual Cost: $1,009,084.00
Monthly Cost: $84,909.34
Out of Scope Work- $26.85/Hr.
Total Square Footage- 511,010 SF

| **Revised Monthly Billing - Effective 9/1/2026** | | | | | | |
|---|---|---|---|---|---|---|
| **Building** | **Square Footage** | **% of Total Sq Ft** | **Allocation ($)** | | | |
| Connally High School | 131,474 | 25.73 | $21,651.42 | | | |
| Multi-Purpose Gym | 18,890 | 3.7 | $3,110.85 | | | |
| New Concession/Restrooms/T.O. | 6,270 | 1.23 | $1,032.56 | | | |
| Lakeview Academy (DAEP) | 0 | 0 | $0.00 | Removed from Service | | |
| Connally Junior High | 108,054 | 21.15 | $17,794.56 | | | |
| Connally Early Childhood | 16,812 | 3.29 | $2,768.56 | (Reduced capacity by 50%) | | |
| Child Care | 7,084 | 1.39 | $1,166.61 | | | |
| Connally Elementary (Connally DEAP) | 38,811 | 7.59 | $6,327.67 | (Reduced capacity by 67%) | | |
| Connally Primary | 88,475 | 17.31 | $14,570.25 | | | |
| Administration | 61,447 | 12.02 | $10,119.22 | | | |
| Maintenance | 7,635 | 1.49 | $1,257.35 | | | |
| Transportation | 6,052 | 1.18 | $996.66 | | | |
| Old Gym | 18,707 | 3.66 | $3,080.71 | | | |
| Police/Nutrition | 1,299 | 0.26 | $213.92 | | | |
| TOTAL | 511,010 | 100 | **$84,090.34** | | | |

Pricing Effective October 1, 2026 – September 30, 2027
Cost reflects a 2.6% CPI increase.
Annual Cost - $1,035,320.20
Monthly Cost - $86,276.69
Out of Scope Work- $27.55/Hr.
Total Square Footage- 511,010 SF

## Connally Independent School District

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Memorandum of Understanding between Texas Health and Human Services Commission and Connally ISD Child Care for the Foster Grandparent Program Volunteer Station

**Contact Person:** Jerry N. Allen

**Presented for:** Action

**Supporting Documents:** Attached

---

### Background Information:

The Foster Grandparent Program, a federally and state-supported initiative under 45 C.F.R. Part 2552, aims to engage low-income individuals aged 55 and older in volunteer service. The program addresses critical local needs by pairing volunteers with children under 21 years of age who have special or exceptional needs or whose circumstances hinder their academic, social, or emotional development.

This proposed Memorandum of Understanding establishes Connally ISD Child Care as an approved “Volunteer Station.” Under this agreement, the Texas Health and Human Services Commission serves as the program sponsor and assumes responsibility for recruiting, interviewing, screening, and enrolling qualified volunteers, as well as managing the overall program fiscal controls and providing accident, liability, and excess automobile insurance coverage for the participants. The execution of this agreement will enable Connally ISD Child Care to leverage high-quality, intergenerational volunteer support to enhance early childhood development and individualized student care at no cost to the district.

### Fiscal Implications:

None

### Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the Memorandum of Understanding between Texas Health and Human Services Commission and Connally ISD Child Care for the 2026-2029 term.

# MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HEALTH & HUMAN SERVICES COMMISSION
AND
CONNALLY ISD CHILD CARE
FOR
PROVISION OF A VOLUNTEER STATION
FOR
THE FOSTER GRANDPARENT PROGRAM

Pursuant to the provisions of Title 45, Subtitle B, Chapter XXV, Part 2552, §2552.23 of the Code of Federal Regulations, this Memorandum of Understanding (the "**MOU**") is entered into between the HEALTH AND HUMAN SERVICES COMMISSION ("**HHSC**" or the "**SPONSOR**"), an administrative agency within the executive department of the State of Texas, with its central office at 4601 W. Guadalupe Street, Austin Texas, 78751 and the Connally ISD Child Care ("**VS**") 901 North Lacy Drive., Waco, Texas 76705 for the purpose of providing a volunteer station (VS). HHSC and VS may be referred to in this agreement individually as a "Party," or collectively as the "Parties."

## I. BACKGROUND AND PURPOSE

The Foster Grandparent Program ("**FGP**" or the "program") serves a dual purpose in that it provides income-eligible adults, age 55 and older, with meaningful volunteer opportunities, while also meeting critical community needs by serving children with special and exceptional needs. The VS is a public agency, non-profit organization or proprietary health care organization that accepts the responsibility for assignment and supervision of Foster Grandparents in health, education, social service or related settings, such as hospitals, homes for dependent and neglected children or similar establishments.

## II. STATEMENT OF SERVICES TO BE PROVIDED

### a) HHSC Statement of Duties:

HHSC, in support of the volunteers in the FGP, will:

i) Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in Title 45, Subtitle B, Chapter XXV, Part. 2552, Subpart D, for enrollment in the program;

ii) Unless otherwise specified in this MOU, conduct and document a criminal history check for all Foster Grandparents in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service;

iii) Provide accident and liability insurance coverage as required by the program, including excess automobile liability insurance for Foster Grandparents who drive in connection with their service. Foster Grandparents are not covered by worker's compensation coverage;

iv) Be responsible for the management and fiscal control of the program;

v) Provide orientation to volunteers and provide in-service training on an on-going basis;

vi) Provide orientation to VS staff; and

vii) Provide additional Foster Grandparents at the request of the VS, if available.

viii) Conduct an annual appraisal of the volunteer's performance and an annual review of their income eligibility.

b) **VS Statement of Duties:**

VS, in support of the FGP, will:

i) Develop a written volunteer assignment plan that:

(a) is approved by the Sponsor and accepted by the Foster Grandparent;

(b) identifies the child(ren) to be served with enough identifying information that the Foster Grandparent is informed of their service assignment; this may be a group (ex. children ages 8-12 in summer camp) or an individual child and;

(c) identifies the role and activities of the Foster Grandparent and the expected outcomes for the child(ren);

(d) addresses the period of time each child should receive such services;

(e) will be used to review the impact of the assignment of the child(ren).

This Assignment Plan will be signed by the VS liaison and the Foster Grandparent and will be used to review the Foster Grandparent's services. The volunteer assignments shall result in person-to-person supportive relationships.

ii) Assure adequate health and safety provisions for the protection of volunteers.

iii) Investigate incidents, accidents and injuries involving volunteers and notify the FGP on a timely basis.

iv) Assign children with designated special or exceptional needs or who are in circumstances that limit their academic, social, or emotional development, and who are less than 21 years of age to each volunteer.

v) Provide site specific orientation and training to the volunteers.

vi) Keep detailed records and prepare reports as required by Sponsor. At a minimum, records shall verify the number of children who were served, that the child(ren) were eligible under the FGP rules, the number of hours served and activities conducted by the Foster Grandparent, and the benefits the child(ren) served received. Records and reports shall be provided to Sponsor upon request.

vii) Ensure that Foster Grandparents serve in a volunteer capacity. VS will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.

viii) Designate a staff member to oversee and ensure supervision of Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.

ix) Ensure the Foster Grandparent volunteers undergo the same screening processes required of other volunteers at the VS. VS shall not charge HHSC or the Foster Grandparent volunteer for the cost of any screening requirements associated with the site's policies or licensure.

x) Provide confidentiality training for all Foster Grandparents in accordance with VS policies and procedures (e.g., school districts will provide confidentiality training in accordance with State education laws, rules and regulations, Federal Regulations and statutes, including the Buckley and Hatch Amendments).

xi) Provide a daily schedule of activities for the Foster Grandparents and designate space, including reasonable accommodation, as needed, for volunteers with disabilities for use in their activities with their assigned children.

xii) Periodically review each child's continuing need for a Foster Grandparent and recommend phase-out or reassignment of the assigned Foster Grandparent, as necessary.

xiii) For in-home assignments, VS will obtain a Letter of Agreement signed by the person or persons legally responsible for the child services, the VS liaison, and the FGP liaison authorizing the assignment of a Foster Grandparent in the child's home, defining the Foster Grandparent's activities, and specifying supervisory arrangements. In-home assignments must be pre-approved in writing by HHSC.

xiv) Maintain any license, or other certifications, where required by the appropriate state or local government.

xv) Comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104). Specifically, your employees may not:
(a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procure a commercial sex act during the period of time that the award is in effect; or

(c) Use forced labor in the performance of the award or subawards under the award.

## III. CIVIL RIGHTS

The VS agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688), as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794);
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107);
- Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §3601 et seq.);
- Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.);
- National and Community Service Act of 1990 (42 U.S.C. § 12501, et seq.);
- Domestic Volunteer Service Act of 1973, as amended; and
- The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

a) The VS agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, sex, sexual orientation, pregnancy, religion, age, national origin, genetic information, disability, military status, familial status, political affiliation, or any other characteristic protected by law, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b) The VS agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80, 7 C.F.R. Part 15 or 45 C.F.R. Part 1230, prohibiting the VS from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The VS agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.

c) The VS agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.

d) The VS agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

e) The VS agrees to post applicable non-discrimination information, including but not limited to the AmeriCorps' Program Civil Rights and Non-Harassment Policy, in areas open to the public informing clients of their civil rights.

f) The VS agrees to comply with Executive Order 13279, as amended, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

g) Upon request, the VS will provide the HHSC's Civil Rights Office with copies of all VS's civil rights policies and procedures.

h) The VS must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

## IV. PROVISION OF MEALS

At the discretion of the VS, meals may be provided to support the FGP. Meals, if provided, will be at no-cost to the Foster Grandparent or HHSC. Please indicate by placing an "X" next to the applicable statement.

**_X** Yes, meals will be provided to the Foster Grandparents.

_ No, meals will not be provided to the Foster Grandparents.

The VS must notify HHSC thirty (30) calendar days in advance of discontinuing the provision of meals.

## V. CONFIDENTIALITY

a) **HHS Confidential Information**

i) **"Breach"** means the acquisition, access, use, or disclosure of Confidential Information in an unauthorized manner which compromises the security or privacy of the Confidential Information.

ii) **"HHSC Confidential Information"** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to VS or that VS may create, collect, receive, maintain, use, process, store, disseminate, disclose, dispose, or have access to on behalf of HHS that consists of or includes any or all of the following:

a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as these terms are defined in 45 C.F.R.§160.103);

b) Sensitive Personal Information defined by Texas Business and Commerce Code Chapter 521;



c) Federal Tax Information (as defined in Internal Revenue Service Publication

1075);

d) Personal Identifying Information (as defined in Texas Business and Commerce Code Chapter 521) and the AmeriCorps FY2025 General Grant and Cooperative Agreement Terms and Conditions;

e) Social Security Administration Data (defined as information received from a Social Security Administration federal agency system of records), including, without limitation, Medicare or Medicaid information (defined as information relating to an applicant or recipient of Medicare or Medicaid benefits);

f) Substance Use Disorder Treatment Records (as defined in 42 C.F.R. Part 2).

g) Education Records (as defined in the Family Educational Rights and Privacy Act (*FERPA*) (20 U.S.C. § 1232g; 34 CFR Part 99)

h) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

iii) Any HHSC Confidential Information received by VS under this MOU may be disclosed only in accordance with applicable law and as authorized in this MOU. By signing this MOU, VS certifies that it is and intends to remain for the term of this MOU, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, confidentiality, and breach notification, including without limitation the following:

a) Title 5 United States Code (USC) Part I, Chapter 5, Subchapter II, Section552a, Records Maintained on Individuals, The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988;

b) Title 26 USC, Internal Revenue Code,

c) Title 42 USC Chapter 7, Subchapter XI, Part C, Administrative Simplification, the relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

d) Title 42 USC Chapter 7, the relevant portions of the Social Security Act;

e) Title 42 USC Chapter I, Subchapter A, Part 2, Confidentiality of Substance Use Disorder Patient Records

f) Title 45 Code of Federal Regulations (CFR) Chapter A, Subchapter C, Part 160, General Administrative Requirements

g) Title 45 CFR Chapter A Subchapter C, Parts 160, 162 and 164, Security and Privacy;

h) 20 U.S.C. § 1232g; 34 CFR Part 99 (Family Educational Rights and Privacy Act (*FERPA*);

i) Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information;

j) Office of Management and Budget Memorandum 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information;

k) Texas Business and Commerce Code Title 11, Subtitle B, Chapter 521 Unauthorized Use of Identifying Information;

l) Texas Government Code, Title, 5, Subtitle A, Chapter 552, Public Information, as applicable,

m) Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Section 81.006, Funds

Texas Health and Safety Code Title 2, Subtitle I, Chapter 181, Medical Records Privacy;

n) Texas Health and Safety Code Title 7, Subtitle E, Chapter 611, Mental Health Records;
o) Texas Human Resources Code, Title 2, Subtitle A, Chapter 12, Section 12.003, Disclosure of Information Prohibited;
p) Texas Occupations Code, Title 3, Health Professions, as applicable;
q) Constitutional and common law privacy; and
r) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this MOU.

iv) VS further certifies that it will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

b) **Cybersecurity Training**

All of VS's authorized users, workforce and subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code, Title 10, Subtitle B, Chapter 2054, Section 2054.5192, Cybersecurity Training Required: Certain State Contractors, by the Texas Department of Information Resources.

c) **Business Associate Agreement**

VS will ensure that any subcontractor who has access to HHSC Confidential Information will sign a HIPAA-compliant Business Associate Agreement. VS must maintain the Business Associate Agreements on file and available for review by HHSC upon request.

d) **Incident Notice, Reporting and Mitigation**

VS's obligation begins at discovery of any unauthorized disclosure of Confidential Information or any privacy or security incident that may compromise Confidential Information. "Incident" is defined as an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. VS's obligation continues until all effects of the Incident are resolved to HHSC's satisfaction, hereafter referred to as the "Incident Response Period".

e) **Notification to HHSC.**

i) VS must notify HHSC within the timeframes set forth in Section (c) below.

ii) VS must require that its subcontractors and contractors take the necessary steps to assure that VS can comply with all of the following Incident notice requirements.

a) Incident Notice:

1) Initial Notice.

Within twenty-four (24) hours of discovery, or in a timeframe otherwise approved by HHSC in writing, VS must preliminarily report on the occurrence of an Incident to the HHSC Privacy and Security Officers via email at: privacy@HHSC.state.tx.us.

This initial notice must, at a minimum, contain:
(i) all information reasonably available to VS about the Incident, (ii) confirmation that VS has met any applicable federal Breach notification requirements, and
(iii) a single point of contact for VS for HHSC communications both during and outside of business hours during the Incident Response Period.

2) Formal Notice.

No later than three (3) Business Days after discovery of an Incident, or when VS should have reasonably discovered the Incident, the VS must provide written formal notification to HHSC using the Potential Privacy/Security Incident Form which is available on the HHSC website at https://hhsconnection.hhs.texas.gov/rights-responsibilities/office-chief-counsel/privacy. The formal notification must include all available information about the Incident, and VS's investigation of the Incident.

f) **Investigation, Response, and Mitigation.**

VS must fully investigate and mitigate, to the extent practicable and as soon as possible or as indicated below, any Incident. At a minimum, VS will:

a) Immediately commence a full and complete investigation;
b) Cooperate fully with HHSC in its response to the Incident;
c) Complete or participate in an initial risk assessment;
d) Provide a final risk assessment;
e) Submit proposed corrective actions to HHSC for review and approval;
f) Commit necessary and appropriate staff and resources to expeditiously respond;
g) Report to HHSC as required by HHSC and all applicable federal and state laws for Incident response purposes and for purposes of HHSC's compliance with report and notification requirements, to the satisfaction of HHSC;
h) Fully cooperate with HHSC to respond to inquiries and/or proceedings by federal and state authorities about the Incident;
i) Fully cooperate with HHSC's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such Incidents;
j) Recover, or assure destruction of, any Confidential Information impermissibly disclosed during or as a result of the Incident; and
k) Provide HHSC with a final report on the Incident explaining the Incident's resolution.

g) **Breach Notification to Individuals and Reporting to Authorities**

a) In addition to the notices required in this section, VS must comply with all other applicable legal and regulatory requirements in the time, manner, and content of any notification to individuals, regulators, or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required in Title 45 CFR Chapter A, Subchapter C Part 164, Subpart D, Notification in the Case of Breach of Unsecured Protected Health Information and Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Section 521.053(b), Notification Required Following Breach of Security of Computerized Data, or as specified by HHSC following an Incident.

b) VS must assure that the time, manner, and content of any Breach notification required by this section meets all federal and state regulatory requirements.

c) Breach notice letters must be in VS's name and on VS's letterhead and must contain contact information to obtain additional information, including the name and title of VS's representative, an email address, and toll-free telephone number.

d) VS must provide HHSC with copies of all distributed communications related to the Breach notification at the same time the Contractor distributes the communications.

e) VS must demonstrate to the satisfaction of HHSC that any Breach notification required by applicable law was timely made. If there are delays outside of VS's control, then VS must provide written documentation to HHSC of the reasons for the delay.

h) **Breach Notification to AmeriCorps**

a) In addition to the notice of breach requirements stated above, VS must also report any breach of confidential information to the AmeriCorps Office of Information Technology and AmeriCorps Portfolio Manager as follows:

AmeriCorps' Office of Information Technology
Email Address: privacy@americorps.gov

AmeriCorps Portfolio Manager
Email Address: TX@americorps.gov

## VI. MUTUAL RESPONSIBILITIES

a) HHSC and the VS will communicate as necessary to successfully manage this Agreement. They will work in good faith together to fulfill the purpose of this Agreement.

b) Teleservice

Service functions include, but are not limited to: tutoring, mentoring, reading books for children and youth; creating video demonstrations; serving as a pen pal; supporting students in their efforts to complete special projects; assembling student packets; connecting students with educational resources; and routine check-ins with students, as directed by VS. Teleservice functions may be facilitated via telecommunication channels including, but not limited to: virtual engagement (computer/tablet) or telephone engagement.

i) HHSC Statement of Duties:

a) Ensure Foster Grandparents have access to the appropriate equipment as deemed necessary for the proposed activities;

b) Provide activity specific training, as appropriate.

ii) VS Statement of Duties:

a) Ensure Foster Grandparents have access to the appropriate programs and materials, as required for proposed activities;

b) Provide activity specific orientation and training to the volunteers;

c) Supervise Foster Grandparents always while they are serving as a volunteer with children present, whether the volunteer is presenting to a group or to individual children.

## VII. TERM OF AGREEMENT

This MOU is effective on July 31, 2026 and shall expire on July 31, 2029 unless terminated sooner in accordance with the terms of this MOU. This agreement does not include renewals.

## VIII. TERMINATION OF AGREEMENT

a) **Termination without Cause.** This MOU may be terminated by either Party without cause upon thirty (30) days written notice to the other Party.

b) **Notice of Breach and Termination for Cause.** If a Party fails to comply with a term of this MOU, the non-breaching Party may provide notice to the breaching Party of the breach. If the breach is not cured to the non-breaching Party's satisfaction within thirty (30) days of the date the notice is sent, the non-breaching Party may proceed to terminate the MOU by providing notice of termination upon the breaching Party, which shall include, among other things, the effective date of the termination.

HHSC may terminate this Agreement immediately if VS improperly discloses Social Security Numbers or client information, or breaches confidentiality and/or security requirements.

c) **Nonwaiver.** Failure of either Party to insist on performance of any term or condition of this MOU or to exercise any right or privilege under the terms of this MOU shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

## IX. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this MOU on behalf of its respective Party.

**System Agency Contract Representative**

Foster Grandparent Program
701 West 51st Street
Austin, Texas 78751
E-mail: fgpfiscalspt@hhs.texas.gov
Phone: 512-944-9967

**VS Contract Representative**

Connally ISD Child Care
901 North Lacy Drive
Waco, TX. 76705
Email: hpereira@connally.org
Phone Number: 254.296.6408
Attention: Hermann Pereira

## X. NOTICE REQUIREMENTS

a) All notices given by VS shall be in writing, include the Contract number, comply with all terms and conditions of this MOU, and be delivered to HHSC's Contract Representative identified above.
b) VS shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, MC 1100
Austin, Texas 78751

c) Notices given by HHSC to VS may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.
d) Notices given by VS to HHSC shall be deemed delivered when received by HHSC.
e) Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## XI. GENERAL TERMS

a) **Amendments.** The Parties to this MOU may modify this agreement only through execution of a written amendment signed by both parties.

b) **Assignment**

VS shall not assign its rights under this MOU or delegate the performance of its duties under the agreement without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.

c) **No Partnership or Joint Venture**

The Parties agree that nothing in this MOU shall be deemed to create an association, partnership, or joint venture between HHSC and VS, but is intended solely to guide the relationship between the Parties. Each Party shall pay the cost of its participation in this MOU without cost to or reimbursement by the other Party.

d) **No Waiver of Sovereign Immunity**

Nothing in this agreement shall be construed as a waiver of HHSC's or the State's sovereign immunity. This agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to HHSC or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to HHSC or the State of Texas under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered a basis for estoppel. HHSC does not waive any privileges, rights, defenses, or immunities available to HHSC by entering into this agreement or by its conduct prior to or subsequent to entering into this agreement.

e) **Counterparts and Signatures**

The MOU may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same agreement.

f) **Entire Agreement**

This document constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into this agreement will be harmonized with this agreement to the extent possible.

The Parties have read this MOU and agree to be bound by its terms. This MOU has been signed by an authorized representative of each Party.

**(Remainder of Page Intentionally Left Blank)**

**SIGNATURE PAGE FOR**
**MEMORANDUM OF UNDERSTANDING**
**HHSC CONTRACT NO. HHS001784800001**

| **HEALTH AND HUMAN SERVICES COMMISSION** | **CONNALLY ISD CHILD CARE** |
|---|---|
| Signature | Signature |
| Name: **Evelyn Greenfield-Johnson** | Name: Josie Gutierrez |
| Title: **Associate Commissioner** | Title: Superintendent |
| Date Signed: | Date Signed: |

## Connally Independent School District

### *Board of Trustee Meeting Agenda Item*

### *September 15, 2026*

**Item:** Memorandum of Understanding (MOU) between Central Texas Food Bank and Connally ISD

**Contact Person:** Hermann Pereira

**Presented for:** Action

**Supporting Documents:** Attached

---

**Background Information:**

The proposed Memorandum of Understanding (MOU) between Connally ISD and the Central Texas Food Bank (CTFB) establishes a partnership to support students and families through the Feeding Futures School Pantry Program. The program is designed to alleviate child hunger by giving students and their families convenient access to nutritious food in a safe and familiar school environment.

Through this partnership, Connally ISD will establish the infrastructure necessary to operate a school-based food pantry at the Connally Annex. Once the pantry is established, Central Texas Food Bank will provide deliveries that may include shelf-stable items, protein-rich foods, fresh produce, dairy products, and other pantry staples. CTFB will also provide program coordination and support to help the District successfully implement the pantry.

Approval of the MOU will allow Connally ISD to strengthen support for students and families by addressing food insecurity and providing access to nutritious food within the school community. The partnership will also provide opportunities to strengthen family engagement and connect families with resources in an environment they already know and trust.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the Memorandum of Understanding between Central Texas Food Bank and Connally ISD as presented.

Feeding Futures School Pantry Program
Partner Letter of Agreement

This document is an agreement made between the Central Texas Food Bank (hereinafter referred to as “Food Bank”) located at 6500 Metropolis Dr. Austin, TX 78744, Connally ISD located at 200 Cadet Way Waco, TX 76705 (hereinafter referred to as “Partner”), By signing this agreement, all parties acknowledge their respective duties and responsibilities related to the administration of the School Pantry Program.

## FEEDING FUTURES SCHOOL PANTRY PROGRAM

The purpose of the Feeding Futures School Pantry Program (FFSPP) is to provide immediate access to nutritious food to children and their families in convenient, familiar, safe and accessible locations. Sites are consistently in the same location, have set distribution schedules and offer ongoing food assistance services, paired with CTFB wrap-around services like nutrition education and benefits assistance.

## FEEDING FUTURES SCHOOL PANTRY PARTNER INFORMATION

| | |
|---|---|
| Program Partner Name: | Connally ISD |
| Program Partner Primary Contact Name and Title | Hermann Pereira – Director of Strategic Communications and Student Programs |
| Program Partner Primary Contact Phone: | 254-296-6408 |
| Program Partner Primary Contact Email: | HPEREIRA@CONNALLY.ORG |
| Program Partner Secondary Contact Name and Title: | Jerry Allen – Chief Operations and Finance Officer |
| Program Partner Secondary Contact Phone Number: | 254-296-6460 |
| Program Partner Secondary Contact Email: | jallen@connally.org |

## THE CENTRAL TEXAS FOOD BANK AGREES TO

- Appoint a primary contact for the School Pantry Program to provide administrative oversight and leadership
- Provide healthy and nutritious foods to meet the needs of the School Pantry clients free of charge.
- Ensure that Pantry orders are placed in collaboration with Site staff, and that food is delivered at a mutually agreed upon time as necessary.
- Assist with appropriate marketing and nutritional educational materials in electronic format, or printed materials, as available.
- Provide donors with required program metrics in accordance with funding agreements.

- Communicate with designated Pantry Program Coordinator in a timely manner through e-mail and phone calls.
- Ensure that Program Partners meet program objectives through monitoring and periodic visits at least once a year during designated hours of distribution. Any issues will be communicated in writing to the Program Partner.
- CTFB will provide ongoing training (food safety, civil rights, and food amounts, ordering) and technical assistance (Oasis) to school staff through training manuals and scheduled meetings.
- Provision of food storage equipment such as shelving and cold storage equipment, as funding allows.

## FEEDING FUTURES SCHOOL PANTRY PARTNER AGREES TO

- Provide necessary information and Point of Contact to CTFB staff.
- Designate a Pantry Program Coordinator who is responsible for the oversight of participant eligibility, supporting and recruiting volunteers, and data collection.
- Promote the School Pantry Program to students and their families.
- Co-brand distribution events using the Central Texas Food Bank partnership and logo.
- Communicate any concerns or challenges to Central Texas Food Bank in a timely manner.
- Meet all service requirements:
    - Open for food distributions at least once per week for a minimum of 2 hours per distribution. Distributions must occur at campuses located within CTFB's 21 county service territory.
    - Coordinate and oversee the distributions; designated Pantry Program Coordinator will provide guidance to volunteers and staff regarding the Pantry Program.
    - Receive deliveries on designated dates and times, communicating any changes at least 3 business days in advance.
    - Provide food to school children and families only (closed site).
- Follow all CTFB, Feeding America, and Texas Department of Agriculture policy and procedure regarding food distribution practices, record keeping, and pantry operations.
    - Food obtained through relationship with CTFB may only be distributed to eligible clients: people facing hunger or at least one of the ill, needy, or infant populations.
    - The food distribution should meet the more general and overriding requirement of IRS Section 170(e)(3) that they be for charitable purposes.
    - Provide food distributions free of charge.
    - Refrain from discrimination and show respect to all clients.
    - Faith based organizations may not require participation in religious activities and must keep religious activities separate in time or location from food distribution services.
- Meet all facilities requirements:
    - Cold storage onsite (cooler and freezer) for perishable product. Provide maintenance and service to all CTFB provided cold storage equipment.
    - Temperature controlled storage space for shelf-stable product.
    - Food storage space must be secure with locked access.
    - May not be taken offsite for distribution.
- Adhere to the safe and proper storage and handling of food product.
    - Record cold storage temperatures daily.
    - Conduct quarterly pest control service.
- Meet all client data collection and reporting requirements:
    - Complete an annual TEFAP intake with all clients.
    - Adhere to all requirements regarding confidentiality and secure record keeping practices.

    - Track and submit a monthly report of client service totals and additional (non-CTFB) pounds distributed.
    - Electronically collect client data for each service encounter and share with CTFB through participation in Service Insights Initiative.
- Allow CTFB to regularly monitor food distributions, facilities, records, and financial management practices.
    - Participate in an annual site visit and additional monitoring, as needed.
- Maintain trainings/inspections.
    - Annual Civil Rights training.
    - Oasis User Confidentiality training.
    - Food handler/manager training.
    - Relevant health department inspections/permits.
- Adhere to any regulations or policies set forth by CTFB, TDA, and USDA.
- Liability release and “as is” condition: The Agency Agrees that the original donor, Central Texas Food Bank, and the Feeding America National Office are released from any liabilities resulting from the donated goods, are held harmless from any claims or obligations in regard to the Agency or the donated goods, and offer no express warranties in relation to the gift of goods. The Agency agrees to accept all products received from Central Texas Food Bank in “as is” condition.

## PRODUCT LIABILITY

*The organization recognizes that the Central Texas Food Bank, Feeding America and the original donor expressly disclaim any warranties, expressed or implied of the marketing or fitness of any donated product for a particular use.*

## CONDITIONS AND STIPULATIONS

- All parties enter into this agreement voluntarily.
- All parties may terminate this agreement by providing a 30-day written notice
- Any attachments are a part of this agreement.
- The Food Bank reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
- The Food Bank reserves the right to limit the types and quantity of food given to the site.
- This agreement shall be in effect for a term of 12 months beginning at time of signature through
- Upon expiration of the initial term or period of extension, the Central Texas Food Bank agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary.

## SIGNATURES

The Program’s authorized representative’s signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

The Central Texas Food Bank, Feeding America, and the original donor expressly disclaim any warranties, express or implied, of the marketing or fitness of any donated product for a particular use. The Agency releases the original donor, Feeding America, the Nation's Food Bank Network, and the Central Texas Food Bank from any liabilities resulting from the donated goods, and agrees to hold them harmless and indemnify them against liability, loss, damage or claim, of any kind whatsoever, whether at law or in equity, arising out of or based upon the negligence or any act, whether independent or concurrent, of the Agency, its employees, agents, volunteers, or independent contractors, in connection with the storage, maintenance, transportation, use or distribution of any item of food or other product, whether received from the Central Texas Food Bank or other sources. The Agency shall pay any and all court costs and attorney fees of any sort whatsoever which may arise out of any claims against the Food Bank, arising because of any action, non-action, liability, loss, damage or claim of any kind whatsoever, whether in law or in equity, resulting from or based upon the conditions outlined in this agreement or because of any other claim involving the Agency.

Signed by the School Pantry Partner: Signed by Central Texas Food Bank:

____________________________ __________

________________________ __________

Program Partner Lead Signature Date CTFB Signature Date

______________________________ ----------------------------

Title of Program Partner Lead (PRINTED) Title of CTFB Representative (PRINTED)

Signed by the Distribution Site Facilities Lead:

__________________________

Facilities Lead (PRINTED)

______________________________

Title of Facilities Lead (PRINTED)

__________________________ __________

Facilities Lead Signature Date

## Connally Independent School District

### *Board of Tru595344stee Meeting Agenda Item*

### *September 15, 2026*

**Item:** Memorandum of Agreement (MOA) between Waco Family Medicine and Connally ISD

**Contact Person:** Hermann Pereira

**Presented for:** Action

**Supporting Documents:** Attached

---

**Background Information:**

The proposed Memorandum of Agreement (MOA) between Connally ISD and Heart of Texas Community Health Center, doing business as Waco Family Medicine (WFM), establishes a partnership to provide dental services to students enrolled in Connally ISD. Through the agreement, Waco Family Medicine will provide mobile dental services at mutually agreed-upon dates, times, and locations, with services provided by properly licensed and credentialed professionals.

Services may include dental examinations, x-rays, cleanings, fluoride treatments, and sealants. Connally ISD will help coordinate student participation, provide appropriate space and staffing, and ensure required registration and parent/guardian consent documentation is completed before services are provided. The agreement also establishes requirements related to confidentiality and the protection of student dental information.

Approval of the agreement will allow Connally ISD to expand student access to preventive dental care by bringing services directly to the school setting. Connally ISD will incur no direct cost for dental services provided under the agreement. Waco Family Medicine will bill Medicaid or another applicable payer for eligible services. This partnership supports the District's commitment to addressing barriers that may impact student well-being, attendance, and academic success while connecting families with accessible health resources in the community.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the Memorandum of Agreement between Waco Family Medicine and Connally ISD as presented.

**MEMORANDUM OF AGREEMENT**
**BETWEEN**
**HEART OF TEXAS COMMUNITY HEALTH CENTER, DBA WACO FAMILY MEDICINE**
&
**CONNALLY INDEPENDENT SCHOOL DISTRICT**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS,** the Heart of Texas Community Health Center, ("WFM") desires to provide dental services to children enrolled at Connally ISD; and

**WHEREAS,** Connally ISD desires that WFM furnish said dental services to children enrolled in Connally ISD schools;

**NOW, THEREFORE,** the parties mutually agree to enter into this Agreement upon the following terms and conditions:

1. TERM AND TERMINATION: The initial term of this Agreement will be from **September 1, 2026,** to **August 31, 2027.** After the initial term, this Agreement will automatically renew for successive one-year periods until terminated. Either party may terminate this agreement with ninety (90) days' written notice to the other party, and the parties may mutually agree in writing to terminate the agreement at any time.

2. SCOPE OF WORK AND SERVICES: WFM agrees to provide the dental services specified in the Scope of Services attached as Exhibit "A".

3. COMPENSATION: Connally ISD will not pay WFM directly for services rendered. WFM will bill Medicaid or other applicable payer for reimbursement for services rendered.

4. RESPONSIBILITIES OF CONNALLY ISD: Connally ISD is responsible for the following items to ensure that the services can be successfully delivered:

4.1 Connally ISD shall ensure that appropriate staffing and space at its facility is available on the agreed dates and times;

4.2 Connally ISD staff shall be available to coordinate children's participation in the services and to address any non-dental needs the child may have;

4.3 Connally ISD shall ensure that parents/guardians of children served complete all registration paperwork required by WFM;

4.4 Connally ISD shall ensure that all Connally ISD staff treat any information regarding a child received from WFM with the highest degree of confidentiality, consistent with applicable law, including without limitation HIPAA privacy rules;

5. RESPONSIBILITIES OF WFM: WFM is responsible for the following items to ensure that the services can be successfully delivered:

5.1 WFM shall provide mobile services at the agreed dates and times;

5.2 WFM shall ensure that all individuals providing services are properly licensed and credentialed;

5.3 WFM shall provide Connally ISD with electronic and/or paper copies of all required registration forms and documents;

5.4 WFM shall bill Medicaid or other applicable payer for services rendered to covered children at the time of the service;

6. RECORDS AND MEDICAL INFORMATION: Any dental records produced by WFM in the provision of services shall belong to WFM and shall be protected from disclosure by HIPAA privacy rules.

7. CONSENT AND RELEASE: WFM shall not furnish school-based dental services to any student without fully completed registration paperwork and consent to treat signed by the student's parent/guardian. Connally ISD shall assist WFM in securing completed registration paperwork and consent to treat from parents/guardians.

8. SCHEDULING: WFM and Connally ISD shall agree in advance on the date(s), time(s) and location(s) that services will be provided. WFM reserves the right to cancel scheduled dates of service for which there are fewer than 20 Medicaid-enrolled children scheduled to be served.

9. CONFIDENTIALITY POLICY: Connally ISD shall comply with "WFM's" Confidentiality Policy requirement as set forth in Exhibit "B", attached hereto.

10. ASSIGNMENT: This Agreement cannot be assigned or subcontracted without the written and dated agreement of both parties.

11. FORCE MAJEURE. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

12. EXHIBITS. All exhibits described in this agreement are attached hereto and incorporated herein by reference for all purposes.

13. VENUE; CHOICE OF LAW. The obligations and undertakings of each of the parties to this Agreement shall be performable in McLennan County, Texas. This agreement is governed by the laws of the State of Texas.

14. SEVERABILITY; ARTICLE AND SECTION HEADINGS. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

15. NOTICE. Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery to the office designated below or by certified mail, return receipt requested.

**Connally ISD:** 200 Cadet Way<br>Waco, TX 76705

**Waco Family Medicine:** Attn: Matthew Polk, COO<br>1600 Providence Drive<br>Waco, TX 76707

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and all negotiations and understandings between the parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

17. INDEPENDENT CONTRACTORS. Each party shall carry out the terms and conditions of this Agreement as an Independent Contractor and not as an agent, servant, or employee of the other party. Employees of one party shall not receive employee benefits from the other party. For all purposes herein, each party is and shall be deemed to be an Independent Contractor of the other party, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties.

18. DISCRIMINATION. No one will, on the grounds of race, creed, color, national origin, disability, age, or gender be subject to discrimination in the performance of this Agreement.

19. RELEASE AND LIMITATION OF LIABILITY. To the extent allowed by law, the parties hereby mutually and individually release and hold harmless each other, respectively, its officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this Agreement.

20. DATE OF EXECUTION AND SIGNATURE. This Agreement is executed in multiple counterparts, each of which constitutes an original, on the date and by the parties stated herein below:

| **CONNALLY INDEPENDENT SCHOOL DISTRICT** | **HEART OF TEXAS COMMUNITY HEALTH CENTER, DBA WACO FAMILY MEDICINE** |
|---|---|
| By:______________________________ | By:______________________________ |
| Title/Position:______________________ | Title/Position:______________________ |
| Date:____________________ | Date:____________________ |

**EXHIBIT "A"**
**DENTAL SERVICES**

| |
|---|
| Initial Examination |
| Periodic Examination |
| Radiographs: |
| Periapical X-ray |
| Additional X-ray |
| Bitewing – Single Film |
| Bitewing – Two Films |
| Bitewing – Three Films |
| Bitewing – Four Films |
| Preventive Services: |
| Dental Prophylaxis – Child |
| Fluoride Varnish |
| Fluoride – topical application |
| Sealants, Deciduous, Pre-Molars, Molars |
| Restorative Services: |
| One to multi surfaces filings |
| Simple deciduous teeth extractions |

**EXHIBIT "B"**
**Confidentiality Policy**
See attached “Privacy and Confidentiality in Delivery of Services” policy

## Connally Independent School District

### *Board of Trustee Meeting Agenda Item*

### *September 15, 2026*

**Item:** Memorandum of Agreement between the Department of the Air Force and Connally ISD

**Contact Person:** Hermann Pereira

**Presented for:** Action

**Supporting Documents:** Attached

---

**Background Information:**

The Connally Independent School District is seeking Board approval to formalize a Memorandum of Agreement (MOA) between the Department of the Air Force, acting through the Holm Center Commander and Connally ISD.

The purpose of this agreement is to continue our long-standing collaborative partnership and operate an Air Force Junior Reserve Officers' Training Corps (AFJROTC) unit hosted at Connally High School. The program is designed to instill in secondary students the values of citizenship, public service, personal responsibility, and accomplishment. Key student and district benefits include:

- Academic and leadership development, drill and curriculum opportunities, and exposure to public and military service pathways.
- Shared operational cost structure and military equipment support provided through the Air Force Service Addendum.
- Voluntary enrollment for all participating high school students.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the Memorandum of Agreement between the Department of the Air Force and Connally ISD as presented.

**MEMORANDUM OF AGREEMENT BETWEEN** the Department of the Air Force
*(Military Service)*

**AND** Connally Independent School District
*(Name of School District)*

**TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT**

*Form Approved*
*OMB Number 0704-0680*
*Expires 02/28/2027*

The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Director of Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative

**Privacy Advisory**

Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended

This Memorandum of Agreement (MOA) is hereby entered into by and between the Department of the Air Force *(Military Service Name)* acting through the Holm Center Commander *(first General/Flag Officer Command above JROTC Program Office),* and Connally Independent School District *(School District Name) (collectively the Parties)* for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at Connally High School *(Name of School Hosting the Unit)*, pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.

The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by the Department of the Air Force *(Military Service Name)* on the date of signature below, a JROTC unit is established at Connally High School *(Host School)* consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.

I. **REFERENCES.** The following references are incorporated herein and apply to both Parties:

1. 10 U.S.C. §§ 2031-2036
2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program"
3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response"
4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment
5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation
6. AFJROTC MOA Addendum ( November 2024)
*(Name of Military Service-specific Addendum)*

**II. STATEMENT OF NON-DISCRIMINATION.** The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in **DoD Instruction 6400.01**, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.

The following School District and Host School office handles inquiries regarding the non-discrimination policies: 200 Cadet Way WACO, TX 76705-1140 *(Address)*. The following School District and Host School office handles Title IX inquiries and complaints: Mr. Keith Hannah *(Host School District's Title IX Coordinator/ Office Address/Contact Information).* Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]

**III. UNDERSTANDINGS OF THE PARTIES.**

1. **Nondiscrimination.** Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities.

2. **Retaliation Prohibited.** Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited.

3. **Partnership/Certification Relationship and Background Checks.** JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6.

   a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/ teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b.



Reset

b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

(1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.

(2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)

(3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.

(4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.

(5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

(1) Interview and employ only approved JROTC instructors as required by reference I.6.

(2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.

(3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.

(4) Provide a copy of this certified MOA to JROTC instructors.

(5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

(1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.

(2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.

(3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

(1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.

(2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.

(3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.

(4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.

(5) Have effective and timely procedures in place to ensure the Military Service AFJROTC Chief of Instructor Management *(POC)* is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by Instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party, JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

(1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

(2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.

(3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.

b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.

7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.

8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.

9. **JROTC Cadet Health/Wellness Participation Waiver.**

a) The Host School will:

(1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.

(2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.

b) The Military Service shall:

(1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.

(2) Identify any Health/Wellness training requirements (refer to reference I.6).

10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.

11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.

12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.

13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).

14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

**IV. POINTS OF CONTACT.** The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

**Primary:**

Title: Connally ISD Superintendent of School
Address: 200 Cadet Way, Waco, Texas 76705
Email: jgutierrez@connally.org
Telephone Number: 254-296-6460

**Alternate:**

Title: Connally ISD Chief Operations and Finance Officer
Address: 200 Cadey Way, Texas 76705
Email: jallen@connally.org
Telephone Number: 254-296-6460

2. For the Military Service

**Primary:**

Title: AFJROTC Headquarters Support Division
Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112
Email: jrotc.jrs.support@au.af.edu
Telephone Number: 334-953-1597

**Alternate:**

Title: AFJROTC Chief of Instructor Management
Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112
Email: jrotc.jri@au.af.edu
Telephone Number: 334-953-7742

**V. GOVERNING LAW.** This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

**VI. MODIFICATION OF MOA.** This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

**VII. NO WAIVER.** Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

**VIII. ENTIRE AGREEMENT.** It is expressly understood and agreed that this MOA together with reference I.6. constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

**IX. CONFLICTS.** In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

**X. REPRESENTATIVE AUTHORITY.** Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

**XI. SEVERABILITY.** If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

**XII. TERMINATION.** This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year.

**XIII. TRANSFERABILITY.** This MOA is not transferable.

**XIV. ANTI-DEFICIENCY ACT.** Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

**XV. EFFECTIVE DATE.** This MOA takes effect as of the date on which is has been certified by the Military Service.

**XVI. CANCELLATION OF PREVIOUS MOA.** This MOA cancels and supersedes any prior agreement by the Parties.



Reset

| FOR THE SCHOOL | | |
|---|---|---|
| **TYPED NAME** *(Last, First, Middle Initial)* **AND TITLE**<br>Gutierrez, Josie Dr, SUPERINTENDENT | **SIGNATURE** | **DATE SIGNED** *(YYYYMMDD)* |

| FOR THE MILITARY SERVICE | | |
|---|---|---|
| **TYPED NAME** *(Last, First, Middle Initial)* **AND TITLE**<br>Power, Michael F. Colonel, DIRECTOR AFJROTC | **SIGNATURE** | **DATE SIGNED** *(YYYYMMDD)* |

**THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT**

**DATA PERTAINING TO HOST SCHOOL**

| | |
|---|---|
| a. NAME OF HOST SCHOOL *(No abbreviations)*<br>CONNALLY HIGH SCHOOL | b. HOST SCHOOL'S COMPLETE MAILING ADDRESS *(Include ZIP code) (If P.O. Box must also provide street address for shipping purposes)*<br>200 Cadet Way<br>Waco, Texas 76705 |
| c. TYPE OF SCHOOL *(Check appropriate box)*<br>☒ Public<br>☐ Private<br>☐ Military Academy | |
| d. PRINCIPAL'S NAME<br>Mrs. Jessica L Weeks | |
| e. TELEPHONE NUMBER<br>254-296-6701 | |
| f. FAX NUMBER<br>254-412-5506 | |
| g. EMAIL ADDRESS<br>jweeks@connally.org | |

**PERTAINING TO SCHOOL DISTRICT**

| | |
|---|---|
| a. NAME OF SCHOOL DISTRICT *(No abbreviations)*<br>Connally Independent School District | b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS *(Include ZIP code)*<br>200 Cadet Way<br>Waco, Texas 76705 |
| c. SUPERINTENDENT'S NAME<br>Dr. Josie Gutierrez | |
| d. TELEPHONE NUMBER<br>254-296-6407 | |
| e. FAX NUMBER<br>254-412-5530 | |
| f. EMAIL ADDRESS<br>jgutierrez@connally.org | |

**LIST ACCREDITING AGENCY**

| a. REGIONAL | b. STATE | c. OTHER |
|---|---|---|
| Texas Education Agency | Texas | 2025-2026 |

| **TOTAL ENROLLMENT OF HOST SCHOOL** | **ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM** |
|---|---|
| 580 | 100 |



Reset

## Connally Independent School District

### *Board of Trustee Meeting Agenda Item*

### *September 15, 2026*

**Item:** Memorandum of Understanding between Region 12 and Connally ISD for a Crisis Response Team

**Contact Person:** Hermann Pereira

**Presented for:** Action

**Supporting Documents:** Attached

---

**Background Information:**

The proposed Memorandum of Understanding (MOU) between Connally ISD and Education Service Center Region 12 establishes a partnership to provide crisis and emergency response support from September 1, 2026, through August 31, 2027. Services may include consultation, logistical planning, crisis intervention, on-site response personnel, stakeholder communication assistance, and coordination with mental health and community resources. Connally ISD will provide required parental notices, appropriate facilities, supervisory personnel, and necessary materials. This partnership strengthens the District's ability to support students and staff and restore school operations following a crisis or emergency.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the Memorandum of Understanding between Education Service Center Region 12 and Connally ISD as presented.

# Education Service Center Region 12

# Crisis Response Team Memorandum of Understanding

**Date MOU contract with ESC Region 12: September 01, 2026** to **August 31, 2027.**

**ESC Region 12,** hereinafter referred to as the "Service Center," and **CONNALLY ISD,** hereinafter referred to as the "District of Record," enter into this Memorandum of Understanding to establish the terms and conditions for providing school crisis and emergency response support.

## 1. Definitions:

- **Crisis:** A significant, disruptive, and often sudden event that interrupts the normal operations of a school or district, causing widespread emotional or psychological distress. A crisis may include, but is not limited to, a suicide on (or off) campus, a fatal accident involving students or staff, a natural disaster, or a violent act that does not pose an immediate, ongoing threat. Response to a crisis is primarily focused on emotional and logistical recovery, including resuming school operations, staff support, and parent & community communication.

- **Emergency:** A sudden, urgent, and potentially dangerous situation that poses an immediate threat to the health, safety, or welfare of students, staff, or the school community and interrupts school operations. An emergency requires immediate and coordinated action to mitigate harm and stabilize the situation. This may include, but is not limited to, an active shooter event, a chemical spill, or a major fire. Response to an emergency is primarily focused on life-saving and immediate safety measures. An emergency response may involve a full building evacuation and student/staff reunification at an alternate location.

## 2. Scope of Services:

In the event of a crisis or emergency that impacts the District of Record, the Service Center may provide support to help stabilize the environment. This support includes, but is not limited to, logistical planning, resource provision, consultation on best practices, and direct response services. The Service Center's personnel, including members of the School Crisis Response Team (SCRT) and trained Education Service Center Field Team members (collectively, "Response Personnel"), are highly trained to provide this support.

## 3. Roles and Responsibilities of the Service Center:

The Service Center, through its Response Personnel, agrees to provide the following services:

- **Initial Response:** A Superintendent or designee may contact ESC Region 12 or their assigned Field Service Agent if needed for school crisis response or assistance. Consultation services are available through call or virtual meeting (advised), in addition to the sharing of resources and support. School leaders may access more at: bit.ly/ESC12FieldTeam

- **On-Site Support:** Response Personnel will be physically present on a campus only upon invitation from the District of Record's Superintendent or a designated district official. The Service Center will provide experienced Crisis Response logistics leaders, counselors, and trained Field Team members to support the District of Record during recovery from a crisis event. Notice to ESC Region 12 must be given as soon as possible for the request for additional crisis response support personnel. In the event of an incapacity to provide direct assistance, ESC Region 12 School Crisis Response Consultants may elicit the support of additional resources such as Texas A&M Texas Child Health Access Through Telemedicine (TCHATT) counselors and/or responders from the Local Mental Health Authority (LMHA) system. ESC Region 12 will not be responsible for the invitation of local clergy on the scene of a school crisis response call, but yields to the decisions of the district for any additional support deemed necessary.

- **Crisis Consultation and Intervention:** Response Personnel may consult with school leaders regarding the crisis and offer consultation, resources, or in-person crisis response care. Response Personnel may visit with or provide debriefing and processing opportunities for students or staff impacted by the event.

- **Training and Certification:** All Response Personnel are trained in **Psychological First Aid**, **Master Course for Administrators for School Crisis Response**, and **CPR/First Aid** before deployment, and will liaise with ESC Region 12 School Crisis Response consultants. All Response Personnel will be fingerprinted and undergo a background check in accordance with the **Local Education Entity (LEE) Pass** and the **Texas Education Code.**

- **Resource Coordination:** Response Personnel may assist campus and district leadership with logistical considerations, communication with stakeholders, and coordination with local mental health authorities and community services.

- **Inter-District Cooperation:** The Education Service Center Region 12 will only provide services outside of its assigned service area and counties in conjunction with a partnering Education Service Center, and only upon their invitation and/or appointment from the Texas Education Agency.

- **Confidential Information:** The parties agree that in performing services under this MOU, Education Service Center Region 12 may obtain personally identifiable student information from the District of Record. As an educational entity with a shared responsibility to maintain the confidentiality of personally identifiable student information, Education Service Center Region 12 will comply with the privacy mandates of the Family and Educational Privacy Act of 1974 (FERPA), and the District of Record will share FERPA-protected information with Education Service Center Region 12 Response Personnel as may be necessary for providing services under this MOU.

## 4. Limitations of Services and Liability:

The following limitations and responsibilities are acknowledged by both parties:

- **Indemnification and Release of Liability:** To the extent permitted by law, the District of Record agrees to indemnify and hold harmless the Service Center and its employees, agents, volunteers, and Response Personnel from any and all claims, liabilities, damages, or expenses (including legal fees) arising from the actions of any individual acting outside the scope of their duties as outlined in this MOU. The Service Center is released from responsibility for any fault or responsibility of personal actions or decisions by individuals who act outside of the expected behavior and interactions defined by the Service Center’s policies and this agreement. This release extends to individuals who are not employed by the Service Center or acting at its direct invitation.

- **Legal Coverage:** Response Personnel from the Service Center (including personnel trained through the Service Center and are badged and regarded as School Crisis Response Field Team Members), when acting within the scope of their duties as defined by this MOU, are covered by the Service Center’s general liability and professional liability insurance policies.

- **Required Parental Notices:** Participating Districts of Record will have the responsibility of providing parental notification of ESC Region 12 personnel and ESC Region 12 School Crisis Response Field Team members in accordance with TEC § 26.009(a)(a-2) (Parental Rights and Responsibilities).

- **Non-Therapeutic Services:** Services provided by Response Personnel are for crisis intervention and debriefing and are not considered therapy. Response Personnel will not engage in long-term counseling or mental health therapy with any individual.

- **Reporting Protocol:** If a person discloses an intent to harm self or others, Response Personnel will immediately transition the case to the District of Record's designated personnel to follow district policy and protocols. Referral information for local mental health support may be made available and used/accessed at the discretion of the District of Record.

- **Site and Property:** The District of Record agrees to provide a private and appropriate room for crisis response activities, and at least one District of Record personnel to assist and support in said environment in a supervisory role at all times. Response Personnel will not operate or assume responsibility for any school district vehicles or property. The District of Record is responsible for providing all necessary materials for crisis response, including but not limited to paper, pens, tissue, and water bottles or other necessities for school personnel and/or students.

- **Off-Campus Services:** Response Personnel will not provide services off school grounds or on district transportation unless authorized by the Superintendent and in conjunction with the Service Center's Executive Team leadership.

## 5. Standard Reunification Protocol (SRP) Clause:

In the event of a mass-casualty situation requiring a mass evacuation and reunification with parents and families, the Service Center's role will be limited and specifically directed.

- Response Personnel will not be deployed to a mass-casualty event unless specifically authorized by both the Service Center's Executive Team and the District of Record's Superintendent.

- The Service Center may provide and assist in the use of a **Standard Reunification Operations Kit (ROK Box)**, if requested, but does not assume responsibility or liability for the property of the evacuation site.

- The District of Record will be responsible for providing all necessary materials, including student rosters and any other materials required to support the use of the ROK Box.

## 6. Agreement and Signatures:

This document represents the understanding and agreement between both parties. The terms are fluid to the needs of individual situations, but serve as the governing framework for the partnership.

**Please select your response:**

○ I AGREE to receive crisis response services as laid out in this MOU. I agree to the potential use of services related to a mass casualty/large-scale event as described.

○ I DO NOT AGREE to receive crisis response services as laid out in this MOU.

**If you selected "I AGREE" above, please review the OPTIONAL items below:**

☐ (OPTIONAL) I would like to purchase a ROK (Reunification Operational Kit) Box.

☐ (OPTIONAL) I would like training on using a ROK Box for a Standard Reunification.

Agreed to and entered into as of the last date signed below.

| | |
|---|---|
| **CONNALLY ISD** | **Education Service Center Region 12** |
| District Authorized Signature | ESC12 Authorized Signature |
| Date | Date |
| Dr. Josie Gutierrez | Yolanda Rollins |
| Printed Name | Printed Name |
| Superintendent | Director |
| Title | Title |
| | ESC12 Authorized Signature |
| | Date |
| | Tammy Becker |
| | Printed Name |
| | Deputy Executive Director |
| | Title |

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Consolidation of Connally's Elementary School, Early Childhood School, and Primary School Activity Accounts

**Contact Person:** Jerry N. Allen

**Presented for:** Action

**Supporting Documents:** None

---

## Background Information:

In alignment with the ongoing consolidation, the balances from Connally Early Childhood and Connally Primary activity fund accounts will be transferred in full into the Connally Elementary School Activity Fund. Upon completion of the full transfer of funds from Connally Early Childhood and Primary accounts, these activity accounts are to be officially closed. The final consolidated balance into the Connally Elementary Account (#190016766) will be **$38,947.03**.

The current account details and required actions are as follows:

| Account Name | Account Number | Current Balance | Action Required |
|---|---|---|---|
| **Connally ISD Primary Activity** | 191025063 | $24,285.40 | Transfer balance and close account |
| **Connally ISD Early Childhood** | 191011824 | $10,538.06 | Transfer balance and close account |
| **Connally ISD Elementary** | 190016766 | $4,123.57 | **Receiving Account** |

## Fiscal Implications:

None

## Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the consolidation of the Connally ISD Primary School, Early Childhood School, and Elementary School accounts as presented.

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Child Nutrition Services Adult Meal Prices

**Contact Person:** Jerry N. Allen

**Presented for:** Action

**Supporting Documents:** None

---

## Background Information:

The Administration is seeking approval to increase the price of adult meals served in Connally ISD cafeterias. The proposed adjustment will increase the adult breakfast price from \$3.52 to \$3.75, and the adult lunch price from \$5.34 to \$5.50.

Federal and state regulations strictly govern the pricing of non-program meals, including adult meals, to ensure that federal funds intended for student nutrition are not diverted. According to the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Instruction 782-5 Revision 1, school districts are required to price adult meals so that the payment is sufficient to cover the overall cost of the meal. Furthermore, the Texas Department of Agriculture (TDA) mandates that no federal Child Nutrition Program funds or student reimbursements may be used to subsidize adult meals.

To calculate compliance, the TDA and USDA provide a specific pricing formula. All districts are required to set adult meal prices at or above the highest student-paid meal price, plus the federal reimbursement rate and the per-meal value of USDA Donated Foods (commodities). For districts or campuses participating in a non-pricing program, such as the Community Eligibility Provision (CEP), adult meal prices must be set at or above the full federal free-meal reimbursement rate plus the USDA commodity value.

Due to recent increases in federal reimbursement rates and the rising costs of food and labor, Connally ISD must adjust our adult meal pricing to meet these stringent TDA and USDA minimum requirements.

## Fiscal Implications:

Approving this increase ensures the Food Service Fund is completely self-sustaining regarding adult meals. Adult meal prices have been below the required rate since the start of the school year. The General Fund will need to cover the difference of $0.23 per adult breakfast and $0.16 per adult lunch.

## Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the increase in adult meal prices to $3.75 for breakfast and $5.50 for lunch to maintain compliance.

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Resolution for Designation of Connally ISD District Investment Officer

**Contact Person:** Jerry N. Allen

**Presented for:** Action

**Supporting Documents:** Attached

---

## Background Information:

In accordance with the Texas Public Funds Investment Act (PFIA), codified by the Texas Legislature under Texas Government Code Chapter 2256, the governing body of a school district is legally required to expressly designate one or more employees to serve as the district's investment officer. Specifically, Section 2256.005(f) mandates that the Board of Trustees must make this designation by rule, order, ordinance, or resolution.

The designated investment officer is responsible for managing and investing the district's funds in strict compliance with the district's written investment policy, prioritizing the preservation and safety of principal, liquidity, and yield. Additionally, this role is subject to stringent compliance and educational standards outlined by both the PFIA and Texas Education Agency (TEA) guidelines, which require the appointed officer to complete 10 hours of initial investment training within 12 months of assuming duties, and 8 hours of continuing education every two years. This memorandum serves to formally request the Board's approval to designate Jerry N. Allen, Chief Operations and Finance Officer as the District Investment Officer to fulfill these state and agency statutory requirements.

## Fiscal Implications:

There are nominal costs for state-required continuing education courses, which are already accounted for in the district's annual operating budget.

## Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the resolution to formally designate Jerry N. Allen, Chief Operations and Finance Officer, as the District Investment Officer for Connally ISD.

# RESOLUTION

## INVESTMENT OFFICERS DESIGNATION AND AUTHORIZATION

At a meeting of the Board of Trustees of the Connally Independent School District, duly called and held on the 15th day of September 2026, a quorum being present, it was on motion, RESOLVED, that any of the following officers or officials is hereby authorized to buy, sell, assign and endorse or transfer any obligations in which the District may legally invest as per the Public Funds Investment Act as may be further restricted by Board Policy CDA Local.

**Name of Officers and Title:**

**Jerry N. Allen**

**Chief Operations and Finance Officer**

Connally Independent School District Board of Trustees, hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Trustees of this organization, and a true copy of the whole said resolution, and that said resolution is in full force and effect as of the date hereof, and that it does not conflict with the Board policies of the Connally Independent School District.

Dated: September 15, 2026

Signed:

______________________________

President
School Board of Trustees

Signed:

______________________________

Secretary
School Board of Trustees

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Resolution for Annual Review of District Investment Policies

**Contact Person:** Jerry N. Allen

**Presented for:** Action

**Supporting Documents:** Attached

---

**Background Information:**

In accordance with the Texas Legislature, the Texas Public Funds Investment Act (PFIA) under Texas Government Code Chapter 2256 mandates strict guidelines for the management and investment of public funds. Specifically, Texas Government Code Section 2256.005(e) requires that the governing body of an investing entity review its investment policy and investment strategies not less than annually.

To comply with state law, the Board of Trustees must adopt a resolution stating that it has formally reviewed the District's investment policies and strategies, while explicitly recording any changes made to either. Board Policies CDA (LEGAL) and CDA (LOCAL) codify these statutory requirements for Connally ISD, outlining authorized investment instruments, internal controls, maximum allowable maturities, and the priority of safety and liquidity over yield. This agenda item is brought forward to fulfill our annual statutory compliance obligations under the PFIA.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the annual review of the District's investment policies and strategies as outlined in Board Policy CDA (LEGAL) and CDA (LOCAL). Furthermore, the Administration recommends the Board adopt the accompanying resolution acknowledging that this annual review has been completed in full compliance with the Texas Public Funds Investment Act as presented.

# RESOLUTION

# REVIEW OF THE INVESTMENT POLICY

**WHEREAS,** Connally Independent School District ("District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to Independent School Districts; and

**WHEREAS,** the Board of Trustees ("Board") of the Connally Independent School District is authorized by Texas Education Code§ 11.151 to govern and oversee the management of the public schools in the District; and

**WHEREAS,** the Board of Trustees has convened on this date at a meeting open to the public and wishes to review the Investment Policy for the District, in the form attached hereto, pursuant to Chapter 2256, Texas Government Code, as amended from time to time; now, therefore,

**IT IS THEREFORE RESOLVED THAT THE BOARD OF TRUSTEES OF THE CONNALLY INDEPENDENT SCHOOL DISTRICT THAT:**

Section 1: Legal Investment Policy - CDA(LEGAL) - in the form attached hereto is hereby reviewed and accepted without revision.

Section 2: Local Investment Policy - CDA(LOCAL) - in the form attached hereto is hereby reviewed and accepted without revision.

Section 3: The provisions of this Resolution shall be effective as of the date reviewed and shall remain in effect until modified by action of the Board of Trustees.

**PASSED AND APPROVED ON** this 15th day of September, 2026, by the Board of Trustees for the Connally Independent School District.

Dated: September 15, 2026

Signed:

________________________________________
President
School Board of Trustees

Signed:

________________________________________
Secretary
School Board of Trustees

**Table of Contents**

**Definitions** ........ **3**
Bond Proceeds ........ 3
Investment Pool ........ 3
Pooled Fund Group ........ 3
Separately Invested Asset ........ 3
Pledged Revenue ........ 3
Joint Account ........ 3
Repurchase Agreement ........ 3
Hedging ........ 4
Corporate Bond ........ 4
**Written Policies** ........ **4**
Annual Review ........ 5
Annual Audit ........ 5
Investment Strategies ........ 5
Investment Officer ........ 6
Investment Training ........ 6
Standard of Care ........ 7
**Selection of Broker** ........ **9**
**Bond Proceeds** ........ **9**
**Authorized Investments** ........ **9**
Investment Management Firm ........ 9
Obligations of Governmental Entities ........ 10
Certificates of Deposit and Share Certificates ........ 12
Repurchase Agreements ........ 13
Securities Lending Program ........ 13
Banker's Acceptances ........ 14
Commercial Paper ........ 15
Mutual Funds ........ 15
Guaranteed Investment Contracts ........ 16
Investment Pools ........ 17
Corporate Bonds ........ 17
Hedging Transactions ........ 18
Prohibited Investments ........ 19
Loss of Required Rating ........ 19

**Sellers of Investments** ............................................................ **19**
Business Organization ............................................................ 20
**Donations** ............................................................ **20**
**Electronic Funds Transfer** ............................................................ **20**

All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

**Definitions**

Bond Proceeds

"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.

Investment Pool

"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.

Pooled Fund Group

"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.

Separately Invested Asset

"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.

*Gov't Code 2256.002(1), (6), (9), (12)*

Pledged Revenue

"Pledged revenue" means money pledged to the payment of or as security for:

1. Bonds or other indebtedness issued by a district;
2. Obligations under a lease, installment sale, or other agreement of a district; or
3. Certificates of participation in a debt or obligation described by item 1 or 2.

*Gov't Code 2256.0208(a)*

Joint Account

"Joint account" means an account maintained by a custodian bank and established on behalf of two or more parties to engage in aggregate repurchase agreement transactions.

Repurchase Agreement

"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

*Gov't Code 2256.011(b)*

Hedging

"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

*Eligible Entity*

"Eligible entity" means a political subdivision that has:

1. A principal amount of at least $250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

*Eligible Project*

"Eligible project" has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

*Gov't Code 2256.0207(a)*

Corporate Bond

"Corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov't Code 2256.0204(a)*

**Written Policies**

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;

3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

*Gov't Code 2256.005(a), (b)*

**Annual Review**

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

**Annual Audit**

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

**Investment Strategies**

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

*Gov't Code 2256.005(d)*

**Investment Officer**

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. *Gov't Code 2256.003(c)*

**Investment Training**

Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

*Initial*

Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least 10 hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

*Ongoing*

The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

*Gov't Code 2256.008(g)*

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

*Gov't Code 2256.006*

*Personal Interest*

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas

Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

*Gov't Code 2256.005(i)*

*Quarterly Reports*

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
    a. Beginning market value for the reporting period;
    b. Ending market value for the period; and
    c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and

7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

*Gov't Code 2256.023*

**Selection of Broker**

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district. *Gov't Code 2256.025*

**Bond Proceeds**

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

*Gov't Code 2256.0208(b)*

**Authorized Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

The board may specify in its investment policy that any authorized investment is not suitable. Gov't Code 2256.005(j)

Investment Management Firm

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution.

A district that contracts with an investment management firm may authorize the firm to invest the district's public funds or other funds under the district's control in repurchase agreements as provided by Government Code 2256.011 using a joint account.

An investment management firm responsible for managing a repurchase agreement transaction using a joint account on behalf of a district must ensure that:

1. Accounting and control procedures are implemented to document the district's aggregate daily investment and pro rata share in the joint account;
2. Each party participating in the joint account retains the sole rights of ownership to the party's pro rata share of assets invested in the joint account, including investment earnings on those assets; and
3. Policies and procedures are implemented to prevent a party participating in the joint account from using any part of a balance of the joint account that is credited to another party.

*Gov't Code 2256.003(b), .011(f), (g)*

Obligations of Governmental Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;

7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and

8. Interest-bearing banking deposits other than those described at item 7 above if:

   a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;

   b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;

   c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

   d. The district appoints as the district's custodian of the banking deposits issued for the district's account the depository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

*Gov't Code 2256.009(a)*

*Unauthorized Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Gov't Code 2256.009(b)*

**Certificates of Deposit and Share Certificates**

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

*Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Com-

mission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

*Gov't Code 2256.010(b)*

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

**Repurchase Agreements**

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district either directly or through a joint account approved by the district, held in the district's name either directly or through a joint account approved by the district, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

*Gov't Code 2256.011(a), (c), (d), (e)*

**Securities Lending Program**

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;

2. A loan allows for termination at any time;
3. A loan is secured by:
   a. Pledged securities described at Obligations of Governmental Entities, above;
   b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
   c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

*Gov't Code 2256.0115*

Banker's Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or

an equivalent rating by at least on nationally recognized credit rating agency.

*Gov't Code 2256.012*

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

*Gov't Code 2256.013*

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

*Gov't Code 2256.014(a)*

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
    a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
    b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

*Gov't Code 2256.014(b)*

*Limitations*

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

*Gov't Code 2256.014(c)*

Guaranteed Investment Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

*Gov't Code 2256.015*

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm “AA-” or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

*Gov't Code 2256.0204*

Hedging Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

*Gov't Code 2256.0206*

Prohibited Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

---

***Note:*** As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

---

Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
   a. Is dependent on an analysis of the makeup of the district's entire portfolio;

b. Requires an interpretation of subjective investment standards; or

c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

*Gov't Code 2256.005(k)-(l)*

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

*Gov't Code 2256.005(k)*

**Donations**

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act), unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

**Investment Authority**

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

**Approved Investment Instruments**

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

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

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

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

**Liquidity and Maturity**

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

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

**Diversity**

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

**Monitoring Market Prices**

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

**Monitoring Rating Changes**

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

**Funds/Strategies**

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

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

**Safekeeping and Custody**

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

**Sellers of Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

**Soliciting Bids for CDs**

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

**Interest Rate Risk**

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

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

**Internal Controls**

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

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

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

**Annual Review**

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

**Annual Audit**

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

**Connally Independent School District**

***Board of Trustee Meeting Agenda Item***

***September 15, 2026***

**Item:** Interlocal Agreement between Connally ISD and Region 18 Education Service Center

**Contact Person:** Ricky Edison

**Presented for:** Action

**Supporting Documents:** Attached

---

**Background Information:**

This Interlocal Agreement establishes a partnership between Connally Independent School District and Region 18 Education Service Center to provide implementation, configuration, and support for the Texas Educator Excellence Management System (TEEMS). The scope of work encompasses setup, data integration, ongoing technical assistance, and optional customizable consultancy services for teacher evaluation and incentive models. These system capabilities and consulting options directly support the district's Texas Incentive Allotment (TIA) by facilitating data validation, designation reporting, and performance pay processes to help local educators earn designations.

**Fiscal Implications:**

$4,500

**Administrative Recommendation(s):**

The administration recommends that the Board of Trustees approve the Interlocal Agreement between Connally ISD and Region 18 Educational Service Center as presented.

**INTERLOCAL AGREEMENT**
**BETWEEN**

**CONNALLY INDPENDENT SCHOOL DISTRICT and**
**REGION 18 EDUCATION SERVICE CENTER**

This Interlocal Agreement ("Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in, and in compliance with, the *Interlocal Cooperation Act, Chapter 791, Texas Government Code.*

## I. Contracting Parties

| | |
|---|---|
| **Connally ISD:** | **Connally ISD** (hereinafter "District")<br>Dr. Josie Gutierrez<br>Administrator in Charge<br>200 Cadet Way<br>Waco, Tx 76705<br>(254) 296-6460 |
| **Region 18 ESC:** | **Region 18 Education Service Center** (hereinafter "Region 18 ESC" or "Provider")<br>Dr. Dewitt Smith<br>CEO/Executive Director<br>Region 18 Education Service Center<br>2811 La Force Blvd.<br>Midland, Tx 79706<br>(432) 563-2380 |



## II. Term of the Contract

This Contract is effective as of the later of **September 1, 2026** or date fully executed by both parties ("Effective Date") and shall terminate on **August 31, 2027,** ("Initial Term"); provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract. Thereafter, this Contract shall automatically renew for successive one (1) year periods for up to three (3) additional years (each a "Renewal Term," and together with the Initial Term and any prior Renewal Terms, the "Term") unless either Party notifies the other in writing, at least sixty (60) days prior to the expiration of the Initial Term or applicable Renewal Term, of its intention not to renew.

## III. Statement of Services to be Performed (the "Services")

Region 18 ESC agrees to provide **Connally ISD** following services related to the Texas Educator Excellence Management System (TEEMS; see Exhibit B Subscription and License Agreement). Services include:

### A. TEEMS System Set up – Includes the following:

1. A collaboration session that introduces TEEMS and engages district administrators in discussion of how TEEMS will be used in the district;
2. Data integration and readiness assessment – conducted with key district personnel;
3. Data import – set up and testing;
4. Permissions and role configurations;
5. Technical assistance and support (Help Desk).

**Set Up Fee: $0**

B. **New District Data:** Districts will use the TEEMS import template provided by Region 18 ESC to set up relevant data in the system. Alternatively, districts may provide data to Region 18 ESC in a different format and will be subject to a $1,500 data cleaning fee.

C. **Annual License Fee** (based on snapshot enrollment available at the time of the contract effective date) – **TEEMS DESIGNATION PACKAGE** includes:
   1. District-wide access to one (1) TEEMS module and ability to import.
   2. System Setup, Configuration & Initial Training and Support for the selected module
   3. Ongoing TEEMS Technical Assistance and Support

   **License Fee: $4,500 – TxCEE will invoice within 30 days**

D. **Additional Consultancy & Customization Options**

| Service | Options | Pricing |
|---|---|---|
| **Training** | • *ToT for teachers*<br>• *ToT for campus leaders*<br>• *Facilitation/direct training for teachers*<br>• *Facilitation/direct training for campus leaders*<br>• *Customized training for any staff (up to 50 participants)* | $1,500/ day (virtual training)<br>$3,000/ day (in-person) |
| **Performance Evaluation/ Performance Pay Processes** | • *Development of educator models for designations or effectiveness ratings*<br>• *Consultation on implementation of educator models including policies, procedures, formulas, etc.*<br>• *Set-up and configuration of additional educator models including imports* | $1,500/ day per consultant (virtual)<br>$3,000/ day per consultant (in-person) |
| **Data Review/ Monitoring** | • *Data review and verification process for finalizing designations or ratings*<br>• *Monitoring and support of online signature process* | $1,500/ day per consultant (virtual)<br>$3,000/ day per consultant (in-person) |
| **Reporting** | • *TIA Validation Add-ons: Running designation reports*<br>• *Tableau Reports: Additional licenses*<br>• *Customized Tableau reports (skew, correlation, etc.)* | Designation Report: $750<br>Tableau Licenses: $250/ license per year<br>Customized Reports: $1,500 |
| **TEEMS Platform Customizations** | *Custom software development necessary to meet specific district needs, including but not limited to development or modification of the following:*<br>• *Educator Evaluation Rubrics*<br>• *Educator Effectiveness Index*<br>• *Performance Pay Models*<br>• *Professional learning dashboard/roadmaps*<br>• *Customized reporting*<br>• *Customized user interface* | $225 per hour |

**Additional Consultant Days:** n/a

The District agrees to timely pay the Service Fee, to abide by all of the provisions provided herein, and to enter into and abide by Region 18 ESC's Subscription and License Agreement. The District further agrees that it will require its Users to abide by the Subscription and License Agreement, as applicable to Users.

## IV. Contract Amount

For and in consideration of the services to be provided by Provider under this Contract, **Connally ISD** will pay Provider, **upon submission of an original invoice(s), a total amount not to exceed $4,500.00** ("Services Fee").

## V. Payment of Services

**A.** Payment of the Services Fee shall occur as follows:

**Connally ISD** shall provide ESC 18 with a purchase order for the total contract amount within 30 days of the contract execution. 113

ESC 18 will invoice **Connally ISD** for services and payment will be submitted within 30 days upon receipt of invoice.

<u>PO/Invoicing Contacts</u>
**TxCEE Business Office:** Kylee Borchardt-kylee.borchardt@esc18.net, (432) 563-2380

**Connally ISD Business Office:** ______________________________________

**B.** The Parties agree that the payments made under this Contract will (1) fairly compensate Region 18 ESC for the services performed under this Contract, and (2) be made from current revenues available to **Connally ISD.**

## VI. Warranties

**A.** **Connally ISD** warrants that: (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**B.** Region 18 ESC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code;* (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**C.** The parties warrant to one another that they will cooperate in good faith to accomplish the Services as set forth in Part II of this Contract.

## VII. Termination

**A.** In the event of a material failure by a party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure, provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured or if the defaulting party has commenced a good faith plan to cure the material failure prior to the end of the 30-day period.

**B.** Region 18 ESC may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to **Connally ISD.** Should Region 18 ESC terminate the Contract for convenience as provided herein, **Connally ISD** shall only be liable for payment of Services provided up to the effective date of termination.

**C.** **Connally ISD** and Region 18 may terminate this Contract by mutual written agreement of the parties.

**D.** In the event that **Connally ISD** chooses not to renew the Contract beyond the Initial or Renewal Term, Region 18 ESC will run a TIA Data Report based on District data entered into TEEMS by the August 31 of that fiscal year, or the Contract termination date if prior to the Initial or Renewal Term. Any District data received after this date can be included in the TIA Data Report for a virtual consulting fee at the rate of $1,500 per day.

In the event this Contract is terminated because of a violation or breach of the contract terms by a party, the non-breaching party shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

## VIII. Confidential & Proprietary Information

**A.** The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract.

**B.** The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

## IX. Data and Proprietary Rights

**A.** Region 18 shall continue to own all of its "Content," and **Connally ISD** shall not, directly or indirectly, make such Content available to any other person or entity without the prior express written authorization of Region 18.

**B.** Region 18 "Content" means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes, SLO Scoring metrics and/or calculations, PBCS Scoring Metrics and/or calculations, educator effectiveness calculations and metrics, and data management software.

**C.** Should the Services provided under this Contract require Region 18 to incorporate **Connally ISD's** data into its proprietary data management system(s), the parties agree that the data belonging to **Connally ISD** shall continue to belong to United ISD; however, **Connally ISD** shall have no claim of ownership in any manner whatsoever to Region 18's Content, or any other intellectual property that serves as the basis of the Region 18 data management system(s).

**D.** This section shall survive the termination of this agreement.



## X. Originals

This Contract is executed in multiple counterparts, each of which shall have the full force and effect of the original Contract, and each of which shall constitute but one of the same instruments.

## XI. Reports

To the extent applicable, **Connally ISD** and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. Except as required by the Texas public Information Act, no written reports of any kind shall be released to any third parties without prior written approval of **Connally ISD.**

## XII. Criminal History Background Check

**A.** Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the names and dates of birth of all employees who have passed the background check to District.

**B.** Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

**C.** Providers that have more than one employee must set up an account with the Texas Department of Public Safety ("DPS") in order to obtain criminal histories on their covered employees. To set up an account with DPS, a Provider should contact the crime records service bureau at (512) 424-2474.

**D.** Providers with a single employee must obtain a FAST PASS from the District in order to obtain their criminal history. Providers should contact the District's Human Resources Department to obtain the FAST PASS at (713) 556-7343.

E. Providers must present a list of all employees who may have direct contact with students to **Connally ISD**.

F. Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

G. Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.



H. The District may terminate this Contract if the district determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for undisputed services performed before the termination of the contract.

I. **WARNING**: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

## XIII. Entire Understanding

This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.

**Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

| **Region 18 Education Service Center** | **Connally Independent School District** |
|---|---|
| By: 7/28/24 | By: |
| Dr. Dewitt Smith Date | Dr. Josie Gutierrez Date |
| CEO/Executive Director | Administrator in Charge |



KW