

**The Lockhart Independent School District
Board of Trustees
M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street,
Lockhart, TX 78644
Regular Meeting, August 23, 2021 – 6:30 PM**

Notice is hereby given that on August 23, 2021, the Board of Trustees of the Lockhart Independent School District will hold a Regular meeting at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order
2. Presentation of Colors by JROTC
3. Invocation
4. Recognitions:
 - A. TAFE National Winners
5. Public Comment
6. CLOSED SESSION:
 - A. Adjourned to Closed Session: Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) specifically to discuss:
 1. Consideration of Superintendent's recommendation to report to TEA certified educator(s) who abandoned contract
 2. Superintendent's Contract
 3. Consultation with legal counsel regarding mask mandate for students, staff, parents and/or visitors at all District campuses and buses and any other COVID-19 protocols and issues
7. Business: Consent Agenda
 - A. Approval of Minutes:
 1. July 26, 2021 4
 2. August 16, 2021 7
 3. August 16, 2021 – 7:15pm 8
 - B. Approve Resolution Regarding Extracurricular Status of 4-H Organization and Adjunct Faculty Agreement 9
 - C. Approve MOU Between Cenikor Foundation and Lockhart ISD, 2021-2022 14
 - D. Approve Renewal of 2021-2022 TASB Worker's Compensation and Property Casualty Insurance 17
 - E. Approve Local Policy Update 117: CH(LOCAL): PURCHASING AND ACQUISITION; CV(LOCAL): FACILITIES CONSTRUCTION; DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES 31
 - F. Approve Contract Amendment for SSC 45
 - G. Approve Chromebook Purchase 47
 - H. Approve Lockhart ISD and Austin Community College 2021-2022 (FY2021) Early College Start Memorandum of Understanding 49
 - I. Renew Texas Association of School Boards (TASB) Risk Management Fund Unemployment Compensation Program for 2021-2022 63
 - J. Review the 2020-2021 Purchasing Cooperative Fee Report 65

K. Review Tax Collection Report	68
L. Review Cash Investments Report	71
M. Approve Renewal Purchase of Edgenuity Software	74
8. COMMUNICATION:	
A. First Day of School Update	76
B. Review Resolution Regarding Board Review of Board Policy CDA (local) - OTHER REVENUES - INVESTMENT	78
C. Review Covered Walkway Canopies CSP	84
9. COMMUNICATION/ACTION:	
A. Approve Resolution Adopting the Maintenance and Operations Tax Rate, Interest and Sinking Tax Rate and Total Tax Rate for 2021	86
B. Consider and/or Approve RFP 21-007 for Executive Coaching Services	
C. Consider and/or Approve Amending Student Nest Tutoring Contract	89
D. Consideration and possible action to adopt Board Resolution related to increasing local leave for fully vaccinated employees who contract COVID-19	93
E. Consideration and possible action regarding Superintendent's recommendation to report to TEA certified educator(s) who abandoned contract	
F. Consideration and Possible Action to Extend Superintendent's Contract and Approve Salary	97
G. Consideration and possible action to implement a mask mandate for students, staff, parents, and/or all visitors at all District campuses and buses	99
10. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*	
11. BENEDICTION	
12. ADJOURNMENT	

*BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST: Items of community interest are limited to: 1) expressions of thanks, congratulations or condolence; 2) information regarding holiday schedules; 3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision; 4) a reminder about an upcoming event organized or sponsored by the governing body; 5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official employee of the school district.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

Texas Government Code Section:

551.071	Consultation with Attorney; Closed Meeting
551.072	Deliberation Regarding Real Property; Closed Meeting
551.073	Deliberation Regarding Prospective Gift; Closed Meeting
551.074	Personnel Matters; Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee; Closed Meeting
551.075	Conference Relating to Investments and Potential Investments Attended by Board of Trustees of Texas Growth Fund; Closed Meeting
551.076	Deliberation Regarding Security Devices; Closed Meeting
551.082	School Children; School District Employees; Disciplinary Matter or Complaint

- 551.083 Certain School Boards; Closed Meeting Regarding Consultation with Representative of Employee Group
- 551.084 Investigation; Exclusion of Witness from Hearing

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or,
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

On this day of Friday, August 20, 2021, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



Superintendent

Minutes of Regular Meeting

The Board of Trustees Lockhart Independent School District

A Regular meeting of the Board of Trustees of Lockhart Independent School District was held Monday, July 26, 2021, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

1. Call to Order was at 6:30 PM by Board President Steve Johnson. Other members present were Warren Burnett, Michael Wright, Rene Rayos, Sam Lockhart and Tom Guyton. Trustee Sanchez was absent.
2. Pledge of Allegiance
3. Invocation was given by Trustee Guyton
4. Recognition
 - A. The Ocean Corporation Wet Welding Certification Winners
 - B. LISD #LockhartLeading Distributive Leadership Winner
5. PUBLIC HEARING
 - A. Public Hearing for Optional Flexible School Day Program (OFSDP) for Pride High School for the 2021-2022 School Year

None.

6. Public Comments

None.

7. CLOSED SESSION:

- A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074, (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices):
- B. Superintendent's Performance Review

The Board of Trustees on Monday, July 26, 2021 convened at 6:46 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); and Texas Government Code Section 551.076

(Deliberation regarding implementation of security personnel or devices). The Board ended its closed session at 7:22 PM on Monday, July 26 2021. No votes, decisions, or actions were taken while in closed session.

8. Business: Consent Agenda

A. Approval of Minutes:

1. June 28, 2021

B. Approve Request for Advanced Class Waivers for Extracurricular Participation

C. Approve Renewal of Tutoring Contracts for School Year 2021-22

D. Approve List of Vendor Purchases in Excess of \$50,000 for the 2021-2022 School Year

E. Approve Budget Amendments

F. Approve Administrators for the List of Certified T-TESS Appraisers for the 2021-2022 School Year

G. Approve T-TESS Appraisal Calendar

H. Approve Contract Between Community Action, Inc. of Central Texas and Lockhart ISD, 2021-2022

I. Approve Renewal of Special Education Contracts for School Year 2021-22

J. Review Quarterly Investments Report

K. Review Tax Collection Report

Trustee Guyton made the motion that the Board approve the consent agenda as presented. Trustee Lockhart seconded the motion. The motion passed, 6-0.

9. COMMUNICATION

A. Leading Forward 2021-2022

This update was given by the Deputy Superintendent, Kim Raymond. No action was taken.

B. Review Local Policy Update 117: CH(LOCAL): PURCHASING AND ACQUISITION;
CV(LOCAL): FACILITIES CONSTRUCTION; DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

This presentation was given by the Deputy Superintendent, Kim Raymond. No action was taken.

10. COMMUNICATION/ACTION

A. Consider and/or Approve Optional Flexible School Day Program (OFSDP) for Pride High School for the 2021-2022 School Year

Trustee Wright made the motion that the Board approve the Optional Flexible School Day Program (OFSDP) for Pride High School for the 2021-2022 School Year. Trustee Burnett seconded the motion. The motion carried, 6-0.

B. Consider and/or Approve Lockhart ISD 2021-2022 Student Code of Conduct

Trustee Guyton made the motion that the Board approve the LISD 2021-2022 Student Code of Conduct as presented. Trustee Burnett seconded the motion. The motion carried, 6-0.

C. Consider and/or Approve RFP 21-007 for Executive Coaching Services

The Administration recommended that No Action be taken. Tabled to next month.

D. Consider and/or Approve RFP 21-008 for Counseling Services

Trustee Guyton made the motion that the Board approve the selected vendor for RFP 21-008 for Counseling Services as presented. Trustee Rayos seconded the motion. The motion carried, 6-0.

E. Consider and/or Approve 2021 Nomination for Position on the Texas Association of School Boards, Region 13, Position C

Trustee Wright made the motion that the Board endorse Kathy Major of Liberty Hill ISD to fill the Region 13, Position C on the TASB Board of Directors. Trustee Guyton seconded the motion. The motion carried, 6-0.

11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*
12. BENEDICTION was given by Trustee Burnett
13. ADJOURNMENT was at 7:53 p.m. by Board President Steve Johnson.

Steve Johnson, Board President

Warren Burnett, Board Secretary

Minutes of Special Meeting

The Board of Trustees Lockhart Independent School District

A Special meeting of the Board of Trustees of Lockhart Independent School District was held Monday, August 16, 2021, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

1. Call to Order was at 6:30 P.M. by Board President Steve Johnson. Other members present were Warren Burnett, Dr. Barbara Sanchez, Michael Wright, Rene Rayos, Sam Lockhart and Tom Guyton.

2. Public Comment

None.

3. CLOSED SESSION:

A. Adjourn to Closed Session Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and Texas Government Code Section 551.074, (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee) specifically to discuss:

1. Superintendent's Year-End Performance Evaluation
2. Superintendent's Contract
3. Consultation with Legal Counsel regarding COVID-19 Protocols

The Board of Trustees on Monday August 16, 2021 convened at 6:30 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the Texas Government Code Section 551.071 (Consultation with Attorney) and Texas Government Code Section 551.074 (Personnel to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee). The Board ended its closed session at 8:55 PM on Monday, August 16, 2021. No votes, decisions, or actions were taken while in closed session.

4. ADJOURNMENT was at 8:55 p.m. by Board President Steve Johnson.

Steve Johnson, Board President

Warren Burnett, Board Secretary

Minutes of Special Meeting

The Board of Trustees Lockhart Independent School District

A Special meeting of the Board of Trustees of Lockhart Independent School District was held Monday, August 16, 2021, beginning at 7:15 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

1. Call to Order was at 8:56 P.M. by Board President Steve Johnson. Other members present were Warren Burnett, Dr. Barbara Sanchez, Michael Wright, Tom Guyton, Sam Lockhart and Rene Rayos.

2. Public Comment

None.

3. CLOSED SESSION:

A. Adjourn to Closed Session Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney):

1. Tier I training for Trustees: Legislative Update

The Board of Trustees on Monday August 16, 2021 convened at 8:57 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the Texas Government Code Section 551.071 (Consultation with Attorney). The Board ended its closed session at 10:15 PM on Monday, August 16, 2021. No votes, decisions, or actions were taken while in closed session.

4. ADJOURNMENT was at 10:15 p.m. by Board President Steve Johnson.

Steve Johnson, Board President

Warren Burnett, Board Secretary

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**THE STATE OF TEXAS
COUNTY OF CALDWELL**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Lockhart Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct member of the Lockhart Independent School District.

Upon consideration and vote of _____ in favor, Elise Lacy, Aaron McCoy and Lelton Wayne Morse is hereby named as adjunct faculty member(s) of the Lockhart Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 10th day of August, 2021 and remain in effect until the 26th day of May, 2022.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Elsie Lacy	CEA-FCH	B.S. Science Family Studies M. Arts in Teaching	Texas Woman's University	May 2005 May 2007
Lelton Wayne Morse	CEA-ANR	B.S. Animal Science	Texas A&M University	Aug 2017
Aaron McCoy	CEA-ANR	B.S. Plant & Soil Science	Texas Tech University	Dec 2016

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Lockhart Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 10 or Caldwell County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member (s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Caldwell County Extension Agents who have been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Caldwell County Extension Agents, Elsie Lacy, Aaron McCoy and Lelton Wayne Morse are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Lockhart Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this 23rd day of August 2021.

Lockhart Independent School District

By: _____

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Lockhart Independent School District

meeting in public with a quorum present and certified,
did adopt this resolution that recognizes the

Caldwell

County Texas 4-H Organization as approved for recognition and eligible
for extracurricular status consideration under 19 Texas Administrative Code,
Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject
to all rules and regulations set forth under the 19 Texas Administrative Code
as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension
will request academic eligibility for competitive and non-competitive
purposes when an absence is required.

Approved this 23rd day of August, 2021.

Board of Trustee

Superintendent

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



**MEMORANDUM OF UNDERSTANDING
BETWEEN Cenikor Foundation AND:**

Lockhart ISD

We the undersigned have agreed that we shall work together through a cooperative effort to provide Prevention Programs of Substance Use for youth and adults in the school district.

Cenikor Foundation will provide Prevention Programs to include:

1. Evidence Based Prevention Curriculum in small groups, in a classroom or virtual setting.
2. Health and Wellness Information/presentations to youth and adults including tobacco, alcohol, and other substances as age appropriate through in person or virtual setting.
3. Positive Alternative Activities designed to assist youth and adults in mastering new skills and promote a sense of belonging and bonding with peers, family and community in person or virtual setting.
4. Problem ID and Referral of youth to support services within or outside the school district as appropriate.
5. Increase community participation and commitment to reducing substance use and misuse including community mobilization efforts: health fairs, other community events and Health and Wellness Campaigns through the school district.
6. Provide a degreed and/or licensed Cenikor Employee to provide the above services and participate in coordination of access, appropriateness, and efficient delivery of services.
7. Ensure delivery of services on a consistent timely basis within the period agreed upon between Cenikor Foundation and the service site.

The Service Site shall:

1. Ensure a district staff member is present during all classroom-based/virtual activities and is responsible for addressing any discipline concerns with students.
2. Provide referrals to Cenikor's Prevention Program to ensure students participation in the Evidenced Based Curriculum in a classroom setting or small group setting.
3. Provide a school liaison between Cenikor Foundation and youth/adults served at the school site.
4. Commit to promoting and collaborating with the Cenikor Prevention of Substance Use Program as appropriate and other Cenikor Programs to reduce the incidence of substance use and misuse.

The following schools within Lockhart ISD are eligible for the above Prevention Services through Cenikor:

Lockhart HS Pride HS Lockhart JH Strawn ES Bluebonnet ES Clear Fork ES
Navarro ES Plum Creek ES George W. Carver Early Education

The Agreement will be in effect beginning September 1, 2021, through August 31, 2022.

Signed, this _____ day of _____ 2021

By: _____

By: _____

Title: _____

Title: _____

Cenikor Authorized Representative

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



July 15, 2021

Michelle Wylie

Lockhart ISD

Dear Michelle Wylie,

Strong risk management resources and reliable coverage partners are critical to managing operations at your organization. Thank you for trusting the TASB Risk Management Fund to support your efforts.

When you choose the Fund, you get more than a coverage provider. You get a stable ally that has served members for nearly five decades and is the choice of more than 1,000 Texas school districts and other educational entities for their risk management and coverage needs.

- **Financial Security:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial resources to handle your claims.
- **Responsive and Adaptable:** A risk pool, like the Fund, offers flexibility to customize coverage agreements to meet Texas public schools' unique needs. We pair a broad array of coverage options with comprehensive risk solutions so you can work compliantly, train and educate staff, and prevent and mitigate losses. We meet you where you are and deliver the services you need to navigate the ever-evolving risk landscape.
- **Trusted:** The Fund is administered by the Texas Association of School Boards (TASB), an organization founded on understanding the uniqueness of each school community in Texas. Led by a board of Texas public school board members and administrators, the Fund is focused on your needs.

We are pleased to provide you with a renewal proposal for the 2021–22 coverage term. As an added convenience, **you may accept your renewal proposal online**. There are no changes in the coverage agreements this year. Coverage agreements may be accessed on the Fund's website. Please carefully review all terms and when ready, complete your electronic acceptance on the page where you accessed these documents. Enter your first and last name and then click "Accept and Sign." You may also sign these documents and return them by email to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org.

Please note that coverage will automatically renew under the terms of this renewal proposal unless we receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have any questions about the renewal proposal or any aspect of your Fund membership, please contact Todd Shade or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,
Todd Shade
Asst Director Mrkt
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:



Lockhart ISD

Contribution & Coverage Summary (CCS)
Participation Period: 9/1/2021 through 8/31/2022

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Property	See Property Coverage Summary	See Property Coverage Summary	\$190,894
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$1,000	\$9,465
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$5,868
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$17,265
Privacy & Information Security	\$250,000	\$0	\$3,750
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Aggregate Deductible	Statutory	\$219,989	\$63,331
Total Contribution			\$290,573

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.



Lockhart ISD

Property Coverage Summary
Participation Period: 9/1/2021 through 8/31/2022
Total Property Contribution: \$190,894

The following is an overview of the limits (blanket replacement) and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
All Perils except Wind, Hurricane, and Hail	\$152,327,568	\$10,000
Wind, Hurricane, and Hail	\$152,327,568	\$100,000
Flood	\$2,000,000	\$100,000
Earthquake	\$2,000,000	\$100,000
Crime	\$100,000	\$5,000
Equipment Breakdown	\$100,000,000	\$10,000

Additional Deductible for Wind, Hurricane, and Hail	Deductible	Maximum Deductible
None		

Additional Sublimit Wind, Hurricane, and Hail	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and accompanying roof systems; all other deductibles apply. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	\$1,000,000	Wind, Hurricane, and Hail Deductible applies.

Property Conditions

Named/Numbered Windstorm: All Loss directly caused by, resulting from, or arising out of any hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression that is designated by name or number by the National Weather Bureau or National Hurricane Center. Including Loss caused by flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term “Tier 1” means the Texas counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy.

The term “Tier 2” means the Texas counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria, and Wharton.

The term “Harris County” means the Texas county of Harris.

Location: A single street address with Covered Property is sited.

Flood Zone Exclusions: As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member Covered Property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other flood program.

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of property owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members’ property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Single Ply Membrane: ‘Single Ply Membrane’ is synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.

Lockhart ISD

Automobile Coverage Summary

Participation Period: 9/1/2021 through 8/31/2022
Total Automobile Contribution: \$15,333

The following is an overview of the limits and deductibles for risk associated with the ownership, maintenance or use of Covered Automobiles. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$1,000
Automobile Physical Damage - Collision	Actual Cash Value	\$1,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$1,000
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$50,000

Excluded Vehicles

VIN	Year	Make	Model/Description	Exclusion
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None

Automobile Terms & Conditions

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members' property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: The Fund extends coverage for all Fund Member Covered Automobiles. Vehicles listed are excluded from Automobile Liability, Comprehensive, or Comprehensive coverage as noted under 'Exclusion'.

Lockhart ISD

School Liability Coverage Summary

Participation Period: 9/1/2021 through 8/31/2022
Total School Liability Contribution: \$17,265

The following is an overview of the limits and deductibles for legal, general, and other liability risks. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$2,500
General Liability	\$1,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

School Liability Conditions

Prior Acts: Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Fund Member have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.



Lockhart ISD

Privacy & Information Security Coverage Summary Participation Period: 9/1/2021 through 8/31/2022 Total Privacy & Information Security Contribution: \$3,750

The following is an overview of the limits and deductibles for privacy and information security risks. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Privacy & Information Security	\$250,000	\$0

Privacy & Information Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this Coverage have been fully disclosed or reported.

Lockhart ISD

Workers' Compensation – Aggregate Deductible

Participation Period: 9/1/2021 through 8/31/2022

Total Workers' Compensation – Aggregate Deductible Contribution: \$63,331

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The Contribution and Claims Liability amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$0	0.00746000	\$0
7720 - POLICE OFFICER	\$0	0.00929500	\$0
8810 - CLERICAL OFFICE EMPLOYEES	\$2,278,079	0.00048901	\$1,114
8868 - PROFESSIONAL/ADMINISTRATON	\$34,391,916	0.00132092	\$45,429
9101 - ALL OTHERS	\$1,715,824	0.00978422	\$16,788
Total	\$38,385,819		\$63,331

Estimated Contribution	\$63,331
Estimated Claims Liability	\$219,989
Estimated Maximum Program Cost	\$283,320

Workers' Compensation – Aggregate Deductible Conditions

Claims Liability: Fund Member agrees to reimburse the Fund for amounts paid for workers' compensation claims with injury dates within the Participation Period up to the Claims Liability amount (Aggregate Deductible). The Fund will pay claims in excess of the Claim Liability amount.

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the CCS Participation Period, the Fund Member agrees that it will timely report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims. Any fines levied against the Fund for Fund Member's failure to comply with the rules and regulations of the Act will be the sole responsibility of the Fund Member.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator’s name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Property	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Workers' Compensation	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Auto	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Liability	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Unemployment Compensation	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Lockhart ISD**
Contract Number: **P028902-2021-001**
Contract Period: **9/1/2021** through **8/31/2022**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Lockhart ISD**
Contract Number: **P028902-2021-001**
Contract Period: **9/1/2021** through **8/31/2022**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

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(Keep this Card in Vehicle at all times)

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Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

Purchasing Authority

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time

specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Procedures

To ensure the security and confidentiality of electronic bids or proposals, the following procedures shall be followed by District staff:

1. Both District users and vendors shall be required to access the system through a unique user account and password.
2. Individual user passwords shall be stored in a manner that cannot be accessed by any other user, and the District system administrator shall only have the ability to reset the password through a system-generated program based on a user request to reset a password.
3. All data transmitted between the District and vendors shall be encrypted using standard security technology.
4. The system shall limit inactivity by expiring a session based on a preset period of time.
5. All actions within the system can be audited for actions taken by any user.
6. All formal solicitations shall be electronically sealed in an electronic lockbox and not accessible to any user other than the initiating vendor.
7. The solicitation document includes, at a minimum, the date and time the bid was received by the system.
8. The system shall not allow for any late bids after the closing date and time.
9. The system shall only allow for bids to be electronically unsealed by authorized District staff.
10. The system shall retain electronic copies of the vendors' responses for the minimum period of time required by the state

PURCHASING AND ACQUISITION

CH
(LOCAL)

of Texas records retention schedule or for an extended period of time if required by the District.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Compliance with Law

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

Construction Contracts

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

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

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

Change Orders

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

Project Administration

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

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

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Leave Administration

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

Definitions

The term “immediate family” is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

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

Catastrophic Illness or Injury

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

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

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

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

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

~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~

~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

Recording

~~Leave shall be recorded as follows:~~

~~1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.~~

~~2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.~~

~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

Order of Use

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

- ~~1. Local leave.~~
- ~~2. State sick leave accumulated before the 1995-96 school year.~~
- ~~3. State personal leave.~~

~~Use of catastrophic leave bank days shall be permitted only after all available state and local leave has been exhausted.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

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

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

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

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**
- ~~3.~~ **3.**—The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that~~ of the **employee's** spouse, parent, or child; **or**
- ~~4.3.~~ **4.3.** **The employee requests FMLA leave** for military caregiver **leave purposes.**

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

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

State Personal Leave	The Board requires employees to differentiate the manner in which state personal leave is used. -
Nondiscretionary Use	Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)] Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.
Discretionary Use	Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.
<i>Limitations</i>	<i>In deciding whether to approve or deny a</i> The employee shall submit a written request for discretionary use of state personal leave, <i>to the immediate-supervisor or designee in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee</i> shall not seek or consider the reasons for which an employee requests to use leave. The supervisor <i>or designee</i> shall, however, consider the <i>duration of the requested absence in conjunction with the</i> effect of the employee's absence on the educational program <i>and/or</i> District operations, as well as the availability of substitutes.
Request for Leave	
<i>Duration of Leave</i>	Discretionary use of state personal leave shall not exceed three consecutive workdays, except as allowed below at Bereavement Leave.
Schedule Limitations	Discretionary <i>use of</i> leave shall not be allowed on days scheduled for state-mandated assessments, or professional or staff development days.
Local Sick Leave	<i>Each employee</i> All employees shall earn five paid local sick leave days per school year in accordance with administrative regulations. Local leave shall accumulate to a maximum of 30 leave days. Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year, except that an employee may contribute local leave to a <i>sick</i> the catastrophic leave bank. [See DEC(LEGAL)] <i>Sick</i> An employee may also use local leave for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.
Bereavement (Funeral) Leave	Use of state personal leave and/or local sick leave for any funeral shall not exceed five leave days per occurrence.

Catastrophic Leave Bank

The District shall establish a ~~sick~~**catastrophic** leave bank that employees ~~eligible for benefits under the Teacher Retirement System of Texas (TRS)~~ may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees **who are eligible for benefits under the Teacher Retirement System of Texas (TRS)**. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave **and any applicable compensatory time**.

~~If the employee is unable to request leave from the catastrophic leave bank, a member of the employee's family or the employee's supervisor may submit the request.~~

The Superintendent ~~or designee~~ shall develop regulations for the operation of the ~~sick~~**catastrophic** leave bank that address the following::

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

Appeal

An employee may appeal a decision~~All decisions~~ regarding the ~~sick~~**catastrophic** leave bank ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or **appropriate administrator**~~designee~~.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

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

Combined Leave for Spouses	<p>When If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. {See DECA(LEGAL)}</p>
Intermittent or Reduced Schedule Leave	<p>The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. {See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}</p>
Certification of Leave	<p>When If an employee requests leave, the employee shall provide certification, in accordance with as required by FMLA regulations, of the need for leave. {See DECA(LEGAL)}</p>
Fitness-for-Duty Certification	<p>In accordance with administrative regulations, when If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</p>
Leave at the End of Semester	<p>When If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. {See DECA(LEGAL), Leave at the End of a Semester}</p>
Failure to Return	<p>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. {See DECA(LEGAL), Recovery of Benefit Cost}</p>
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>

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

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

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

No Paid Leave Offset

The District shall not permit the option ~~An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

~~An employee eligible for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], and not on assault leave, may elect in writing to use paid leave.~~

Court Appearances

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

Absences for court appearances related to an employee's personal business, and not in compliance with a valid subpoena, shall be deducted from the employee's leave or, at the option of the employee, shall be taken as leave without pay.

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

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DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**AGREEMENT BETWEEN AUSTIN COMMUNITY COLLEGE DISTRICT
AND LOCKHART INDEPENDENT SCHOOL DISTRICT**

PURPOSE

The institutions named above (hereinafter "College" or "ACC" and "ISD") enter into the following agreement for the implementation of the partnerships identified in 19 Texas Administrative Code §9.143(b) and (e), which involve high school students in ISD that are not enrolled at ACC while participating in these programs.

The purpose of this Agreement is to outline the roles and responsibilities of ACC and ISD for participation in these high school programs. This Agreement encompasses the Articulated Credit Program allowed under 19 Texas Administrative Code §4.83 and College Preparatory Courses as outlined in 19 TAC §9.147 and Texas Education Code §28.014.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACC and ISD agree as follows:

TERMS AND CONDITIONS

1. Entire Agreement

This Agreement, including the Appendices which are attached hereto and incorporated herein constitute the entire agreement of the Parties regarding the subject matter herein described.

- Appendix A: Articulated Credit Program
- Appendix B: College Preparatory Course for Mathematics and English Language Arts

2. Confidentiality:

ACC will ensure that all reports, electronic or otherwise, derived from information made available under this Agreement, shall be aggregated in such a way that no individual student will be identified directly or by deduction. Any personally identifiable information of a student will be disaggregated from the information.

The Parties agree to designate each other as school officials with legitimate educational interests of the students enrolled in the college readiness courses, to the extent that access to student information is required by either Party to carry out its responsibilities related to the college readiness courses and articulated credit program.

Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of these data, ACC shall permit only its employees authorized to use the data for college enrollment purposes to have access to the data. ACC also agrees to store the data in a secure area and to prevent unauthorized access.

3. Compliance:

School District agrees:

- a. To certify that their sites are Americans with Disabilities ("ADA") compliant.
- b. To comply with all applicable provisions of FERPA.
- c. In all cases, to comply with all federal, state, and local laws applicable to this Agreement.
- d. To have in place and abide by a policy prohibiting sexual harassment.

4. Conflict Resolution

The Parties agree to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligations, terms, and responsibilities of the Parties to this agreement, each Party shall designate administrative liaisons for purposes of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative levels. In order to be collaborative, ACC must be able to communicate with administrators on campuses in which dual credit students/programs are present. If resolution is not found through those levels, a request may be made that the matter be handled through the Party's respective legal counsel.

5. Term and Termination

The term of this agreement is for one year from September 1, 2021 to August 31, 2022. The College reserves the right to terminate this agreement upon service of notice to ISD sixty (60) days prior to the expiration of any academic term.

6. Miscellaneous

- a. No Personal Liability

Nothing in this agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of ACC or ISD, and the parties expressly agree that the execution of this agreement does not create any personal

liability on the part of any officer, director, employee or agent of ACC or ISD. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.

b. Notice

Any notice required to be given under the provisions of this agreement, shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Austin Community College
Attn: Richard M. Rhodes, Ph.D.
Chancellor
5930 Middle Fiskville Road
Austin, Texas 78752

To: Lockhart Independent School
District
Mark Estrada, Superintendent
419 Bois D'Arc Street
Lockhart, TX 78644

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

c. Authorization of Agreement.

Each party represents and warrants to the other that the execution of this agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms.

d. Waiver and Breach

No waiver of a breach of any provision of this agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

e. No Assignment

No assignment of this agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

f. Governing Law

Parties agree that this agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision).

g. Section Headings

The headings of sections contained in this agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this agreement.

h. Complete Agreement

This agreement contains the full understanding of the Parties with respect to the agreed upon services, obligations, and responsibilities, and supersedes all existing agreements and all other oral, written, or other communications between the Parties concerning the subject matter hereof. This agreement will not be amended, modified, or supplemented in any way except in writing and signed by duly authorized representatives of both parties.

ACC and ISD have executed and delivered this Agreement to be effective as of the Effective Date September 1, 2021.

Mark Estrada, Superintendent of Schools
Lockhart Independent School District

Date



Richard M. Rhodes, Ph.D., Chancellor
Austin Community College District

Date

Appendix A

Agreement for Articulated Credit Program

1. DEFINITION

The ACC Articulated Credit ¹ Program is a program between ACC and the ISD to enable high school students to earn College credits-in-escrow through enrollment in high school level Career and Technical Education (CTE) courses that are aligned with ACC workforce courses. The program recognizes career and technical education (CTE) and related academic preparation in a specific career field. The partnership provides an approved sequential pathway without duplication of coursework to enable students to earn college credit which will lead to a certificate, apprenticeship, or degree.

2. PURPOSE

The purpose of this program agreement is to offer students in a workforce high school endorsement area an opportunity to receive lower-division college credit toward a certificate or degree. Upon successful completion of the articulated course, high school students earn college credits-in-escrow. Students can apply their articulated credits-in-escrow after successfully completing at least one ACC college credit class with a grade of "C" or better.

3. ELIGIBLE COURSES

Articulated courses are those specifically identified, aligned, and approved through the articulation process between ACC and the ISD.

This agreement defines each articulated course, based on a set of competencies and assessment methods that have been determined by the ACC Instructional Administrators and ISD faculty by subject area. Courses available for articulation are determined by ACC instructional departments and Office of College and High School Relations.

An annual comprehensive review will be conducted, or at the request of either party at any time, to ensure the industry and performance standards are met and any necessary curriculum changes are made.

The courses available for articulation are listed: (SEE ATTACHMENT "A" at the end of Appendix A).

¹ 19 Texas Admin. Code § 4.83--Articulated College Credit-- Credit earned through a high school level course that fulfills specific requirements of an identified college level course and provides a pathway for high school students to earn credit toward a technical certificate or technical degree at a partnering institution of higher education.

4. STUDENT ELIGIBILITY

- Students must be in 9th or 10th grade to participate in an articulated class and receive credit in escrow. Some course exceptions may be approved based on external certifications or course sequencing.
- Students must have successfully completed each specified high school course with an end-of-course assessment grade of 70 or better and a final overall average of 80 or better in order for Credit-in-Escrow to be awarded.
- Students must enroll in the Career and Technology Education Management Application (CATEMA) in order to receive credit in escrow.

5. LOCATION AND STUDENT COMPOSITION OF CLASSES

Courses are taught at approved high school locations. Locations are approved by ACC Instructional Departments.

6. FACULTY SELECTION, SUPERVISION, AND TRAINING

- Articulated courses are designed to recognize quality workforce training. ACC and the ISD will ensure high standards are maintained in the delivery of instruction.
- ISD faculty who teach the ACC courses at the high school for articulated credit granted under this agreement must be approved to teach by the ACC instructional department.
- ISD faculty will be required to attend annual curriculum training.
- ISD faculty will be required to submit a copy of college transcripts and current resume to be eligible to teach the ACC courses at the high school for articulated credit.
- ISD faculty will be responsible for creating and recording ACC articulated course(s) in the CATEMA system by designated deadlines.

7. COURSE CURRICULUM, INSTRUCTION, AND GRADING

- ACC will provide current course syllabi and course content guides that clearly identify the course objectives, evaluation, student outcomes, and end of course assessments.
- The ISD agrees to incorporate all course outcome objectives, TEA Texas Essential Knowledge and Skills (TEKS}, Workforce Education Course Manual (WECM) requirements, and course competencies developed and approved under this articulation agreement as part of the high school articulated courses.
- ISD agrees to provide the textbooks, materials, and supplies required for ACC articulated courses.

8. TUITION AND FEES WAIVER

Students will not be charged tuition or fees for enrolling in an articulated course provided at the students high school under this agreement or for the Credits-in-Escrow earned under this agreement.

9. AWARDING OF CREDIT AND TRANSCRIPTING

- Upon enrollment at Austin Community College (ACC), the student must meet all of the ACC admission requirements to be eligible for program continuation or credit via articulation.
- The student must enroll in ACC within 24 months of high school graduation.
- Students must successfully complete at least one ACC credit course with a C or better before "Credits-in-Escrow" will be applied to their ACC Transcript.
- The ACC Office of College and High School Relations will be responsible for evaluating the official high school transcript and awarding articulated credit based on the conditions outlined in this Agreement.
- This Agreement must be kept on file with the ISD, and the ACC Office of College and High School Relations.

10. ISD RESPONSIBILITIES

- ISD will promote the ACC-ISD articulation agreement program opportunities with students, parents, and ISD personnel.
- ISD will provide application and registration support to students interested in the ACC-ISD articulation program.
- ISD will report final course grade in the ACC CATEMA system within five (5) days after the completion of the course. This is the responsibility of the articulated course's teacher. The ISD is responsible for ensuring this is done by the teacher.
- ISD will ensure all high school instructors teaching an ACC articulated course attend training prior to the first day of instruction.
- ISD will advise students of their eligibility and responsibility to become familiar with the policies, procedures, and registration processes associated with the articulated credit program.

11. ACC RESPONSIBILITIES

- ACC will meet with ISD personnel (including faculty) to complete the course articulation procedure through the school and college faculty curriculum process for high school articulated credit.
- ACC will provide ISD faculty an introduction and orientation to the College articulated credit program.
- ACC will provide application and registration processes to support student enrollment into the program.
- ACC will coordinate ISD faculty training for each discipline area with approved articulated courses.
- ACC will provide ISD personnel and faculty with a calendar reflecting the articulated program application, registration, and grading processes and timelines.
- ACC will notify articulated credit students of their credits-in-escrow annually.

- If the student enrolls in ACC within 24 months of high school graduation and successfully completes at least one ACC credit course with a C or better, ACC will ensure college credit is included in the student's ACC transcripts...

12. OTHER/GENERAL

- ACC agrees to support the ACC six-year curriculum plan for the designated discipline to be offered from Grade 9 through the Associate Degree.
- The ISD and ACC will participate in an annual review of this Articulation Agreement and the courses included therein to assist in the continued refinement of the ACC education plan.
- Implementation of ACC courses under this agreement must follow ACC articulated credit guidelines and procedures.
- Parties involved in this agreement pledge to make every effort possible to support successful completion of education plans for all ACC enrolled students.

Approved Articulation Requests for 2021-2022

District Name: Lockhart ISD

ACC Program Area	College Course	Credit Requirements	High School Course Name	PEIMS Number	PEIMS Abbreviation	Grade Level
Accounting	ACNT 1403 Introduction to Accounting 1	ACC Final Exam	Accounting 1	13016600	ACCOUNT1	10
Automotive Collision	ABDR 1301 Auto Body Repair & Refinishing	ICAR Certifications	Basic Collision	13039750	BASCOLRR	9
Automotive Collision	ABDR 1315 Vehicle Trim and Hardware	ICAR Certifications	Basic Collision	13039750	BASCOLRR	9
Automotive Collision	ABDR 1419 Basic Metal Repair	ICAR Certifications	Collision Repair	13039800	COLLISR	10
Automotive Technology	AUMT 1405 Introduction to Auto Tech	ACC Final Exam	Auto Basics	13039550	AUTOBASC	9
Automotive Technology	SMER 1424 Small Gasoline Engine	ACC Final Exam	Small Engine	13040000	SMENTEC1	10
Automotive Technology	SMER 1428 Small Engine Service Principles	ACC Final Exam		13040000	SMENTEC1	10
Business Studies	BUSG 1304 Personal Finance	ACC Final Exam	Money Matters	13016200	MONEYM	9,10
Child Care & Development	CDEC 1321 The Infant & Toddler	ACC Final Exam and Classroom Observations	Child Development	13024700	CHLDDEV	10
Computer Information Technology	ITSC 1309 Integrated Software Applications	ACC Final Exam	Principles of Information Technology	13027200	PRINIT	9
Criminal Justice	CJSA 1348 Ethics in Criminal Justice	ACC Final Exam	Law Enforcement	13029300	LAWENF1	10
Culinary Arts	CHEF 1205 Sanitation & Safety (with card)	ServSafe Manager's Certification	Culinary Arts	13033600	CULARTS	10
Culinary Arts	CHEF 1301 Basic Food Preparation	ACC Final Exam	Culinary Arts	13033600	CULARTS	10
Culinary Arts	IFWA 1318 Nutrition for the Food Service Professional	ACC Final Exam	Intro to Culinary Arts	13022550	INCULART	9
Radio, Television, Film	RTVB 1305 Introduction to TV Tech	ACC Final Exam/Project	AV 1 with Lab	13008510	AVPLAB1	10
Welding	WLDG 1428 Intro to Shielded Metal Arc Welding	ACC Final Exam/Project	Ag Mech w/ Lab	13002210	AGMECHMT	10

Decline

Appendix B

Agreement for College Preparatory Courses for Mathematics and English Language Arts

ACC and ISD or "school district" enter into the following agreement to create locally developed college preparatory courses in Mathematics and English Language Arts, designed for high school seniors who have not yet demonstrated college readiness. This Agreement serves to increase the college and career readiness of high school students, to decrease the number of students required to enroll in developmental education courses upon entry into an Institution of Higher Education (IHE), and to encourage college enrollment directly after high school.

1. Scope of Service:

In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (TEC) 28.014. The school district has partnered with ACC to develop and provide courses in college preparatory Mathematics² and English Language Arts. The courses must be designed:

- a. For students in the 12th grade level whose performance on:
 - i. An end-of-course instrument does not meet college readiness standards; or
 - ii. A college entrance examination or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and
- b. To prepare students for success in entry-level college courses

Additionally, ACC and the school district agree to collaborate to develop and maintain the courses that meet the terms of the agreement as outlined below. ACC and the school district will meet at least one time per year to maintain the integrity and to evaluate the effectiveness of the program.

2. Course Development/Curriculum:

- a. ACC and the ISD agree to utilize course outcomes as presented in the Texas College and Career Readiness Standards.
- b. ACC agrees to ensure that the Student Learning Outcomes are based upon the college developmental education sequence and prerequisite

² If the district is a partner with the University of Texas at Austin Dana Center on the College Readiness Mathematics Course, the College will not provide that course as part of this agreement.

entry-level college mathematics and English courses. The school district will ensure that the TSC Student Learning Outcomes are aligned with the College and Career Readiness Standards (CCRS) and the Texas Essential Knowledge and Skills (TEKS).

- c. ACC will develop a basic course syllabus to include course identifying information, student learning outcomes, instructional material, and performance measures. ACC will provide the school district with electronic copies of its College Preparatory Course syllabi.
- d. The school district will provide these classes utilizing the Student Learning Outcomes identified in the ACC syllabus for the course. The school district will provide students all course materials, including textbooks, syllabi, course packets, and other materials needed for enrollment and participation in the college preparatory courses.
- e. Students enrolled in the College Preparatory Courses will not earn college credit for the course(s).

3. Faculty Selection, Supervision, and Evaluation:

- a. The school district will assign highly qualified faculty to teach the College Preparatory Courses
- b. Appropriate high school faculty are required to complete professional development offered by ACC annually to ensure that each course is aligned with college readiness expectations. The training will consist of an online module and a departmental meeting.
- c. ACC will provide professional development to the school district to support instructional delivery of the Student Learning Outcomes.
- d. High School faculty will be required to utilize the CATEMA system to record enrollments and final grades.
- e. The College will designate personnel to monitor the quality of instruction in order to ensure compliance with this Agreement.

4. Location of classes:

College Preparatory Courses developed under Section 28.014 will be held on the campuses of the school district high schools offering the course. Each school district must offer the College Preparatory Courses.

5. Identifying College Preparatory Course Students:

ISD will assume responsibility for providing information to potential college preparatory students. The school district shall provide a notice to each eligible student who has not demonstrated college readiness and to the parent or guardian regarding the benefits of enrolling in the College Preparatory Course(s). The school district will provide support for students to schedule the course(s) into the student' diploma plans. ACC personnel will not be expected to communicate with parents.

ACC may collaborate with the school district as requested to hold informational sessions for potential students and their parents.

6. Course Success and College Readiness

ACC and the school district have agreed that students will be determined to be "college ready" upon meeting the tem1s defined below:

- a. ACC will develop and provide the end of course assessment and grading rubrics for the College Preparatory Course for Math and for the College Preparatory Course for English.
- b. ACC will indicate in all College Preparatory Course syllabi the standards by which students will be considered "college ready." These standards may include designation of certain exam and 'or course grades or passing of designated assessments, such as the Texas Success Initiative (TSI) Assessment.
- c. Successful completion of the college level course will demonstrate TSI completion.
- d. Students are required to enroll in the College's CATEMA system in order to participate in the college readiness course(s).

7. Transcription of Credit

The school district is responsible for the transcription of credit for the courses. The school district will designate in some way which students have successfully completed the courses so ACC can identify those students for purposes of TSI completion.

The school district will provide ACC with transcripts of all students designated as "college ready" by the College Preparatory Courses upon request.

ACC will train its personnel to identify the college readiness of the students and enter the college readiness status into the ACC Data Management System.

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

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RECOMMENDED MOTION:

2020 – 2021
Purchasing Cooperative Fee Report

<u>Purchasing COOP</u>	<u>Type of Fee</u>	<u>Fee</u>
Central Texas Purchasing Alliance (CTPA)	Membership	\$100.00
Texas Comptroller of Public Accounts (TCPA)	Membership	\$100.00
Region 2013 Purchasing Cooperative – General Supplies and Technology	Membership	\$1647.00

Lockhart Independent School District Board of Trustees

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RECOMMENDED MOTION:

LOCKHART I.S.D. BOARD

Tax Collection Report

JULY 2021

	July	Prior Months	TOTAL	PRIOR YEAR
2021 Tax Collection	\$0.00	\$0.00	\$0.00	\$0.00
2020 & Prior Collection	\$206,458.38	\$0.00	\$206,458.38	\$249,740.88
Total Tax Collection =	\$206,458.38	\$0.00	\$206,458.38	\$249,740.88

note: Above figures include penalties and interest collected

2021 Original Levy \$0.00

July 31, 2021 Percent of 2021 Tax Collected (2021 Levy is not created until October)	0.00%
July 31, 2020 Percent of 2020 Tax Collected (On July 31, 2020, 2020 Levy had not been created)	0.00%
July 31, 2019 Percent of 2019 Tax Collected (On July 31, 2019, 2019 Levy had not been created)	0.00%
July 31, 2021 - Balance of Delinquent Tax	\$2,296,064.63
July 31, 2020 - Balance of Delinquent Tax	\$2,201,591.58
July 31, 2019 - Balance of Delinquent Tax	\$1,918,769.69

Corrections made to Current Tax Roll \$0.00

Corrections made to Delinquent Tax Roll \$13,049.21

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$23,193.20

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser
Caldwell County Appraisal District

Lockhart Independent School District Board of Trustees

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RECOMMENDED MOTION:

Investment Authority The Superintendent, assistant superintendent, chief financial officer 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. Commercial paper as permitted by Government Code 2256.013.
6. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
7. 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.
8. 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 two years 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 monthly or 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 safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Enterprise and Custodial Funds	Investment strategies for enterprise and custodial funds shall have as their primary objectives 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	<p>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)]</p> <p>Representatives of brokers/dealers 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).</p>
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	<p>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.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
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:

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

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.

Lockhart Independent School District Board of Trustees

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1. Create a collaborative culture of contagious ambition.
2. Expect all staff to embrace growth opportunities.
3. Empower students to seize opportunities to achieve at high levels.

AGENDA TITLE:

BACKGROUND INFORMATION:

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RECOMMENDATION:

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COUNTY OF CALDWELL

§

RESOLUTION: SETTING TAX RATE

STATE OF TEXAS

§

§

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
LOCKHART INDEPENDENT SCHOOL DISTRICT

WHEREAS, Lockhart Independent School District Board of Trustees is responsible for adopting a budget and setting a tax rate annually in order to underwrite District operations and pay District debt; and

WHEREAS, the Lockhart Independent School District Board of Trustees is authorized to approve the District's tax rate annually; and

WHEREAS, the Lockhart Independent School District Board of Trustees has considered adopting a tax rate for maintenance and operation for 2021 of \$0.8720 per \$100.00 valuation; and

WHEREAS, the Lockhart Independent School District Board of Trustees has considered a tax rate for interest and sinking for 2021 of \$0.2577 per \$100.00 valuation;

WHEREAS, the Lockhart Independent School District Board of Trustees has considered a total tax rate for 2021 of \$1.1297 per \$100.00 valuation; and

WHEREAS, the no-new-revenue tax rate is \$.9981 per \$100.00 of valuation, which is less than the proposed tax rate of \$1.1297 to be considered for 2021 and therefore effectively represents a 13.271% increase in the tax rate; and, **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE**; and

WHEREAS, the voter-approval tax rate for the 2021 tax year is \$1.1363 per \$100.00 of valuation; and

WHEREAS, the tax rate considered for maintenance and operation adopted by Lockhart Independent School District for the 2021 tax year would not exceed that voter-approval tax rate;

BE IT THEREFORE RESOLVED,

1. That the tax rate for maintenance and operation for 2021 be set at \$0.8720 per \$100.00 valuation; and
2. That the tax rate for interest and sinking for 2021 be set at \$0.2577 per \$100.00 valuation; and
3. That the total tax rate for 2021 be set at \$1.1297 per \$100.00 valuation.

Resolved this 23rd day of August, 2021.

Steve Johnson, Board President

Warren Burnett, Board Secretary

Lockhart Independent School District Board of Trustees

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MONIKA JOSHI
President and CEO

CHANDER JOSHI
Vice President

Dr. BRAD HUFF
Vice President for Educational Programs

MEMORANDUM OF UNDERSTANDING (MOU)
Lockhart ISD (LISD)
&
Studentnest (SN)

Date of Proposal: August 18, 2021

SN hereby agrees to:

1. Provide certified teachers for the following:
2. K-12
 - a. Grades K-5 will have one (1) teacher to cover ELAR and Math per grade
 - b. Grades 6-12 will have one (1) teacher for ELAR and another teacher for Math per grade
3. Services from 9:30 am CST – 11:45 am CST, classes from 9:45 am CST – 11:45 am CST
4. Start date August 30, 2021 – End date May 26, 2022
5. Use LOTUS mobile app as needed to provide necessary services.
6. Provide reports in a reasonable time to LISD upon request.
7. Assist LISD staff as needed with reports/updates/sign-ins.
8. Provide all administrative assistance needed to process the subscriptions and assist students/parents/LISD as requested, this includes creating usernames & passwords
9. SN staff shall attend any and all training at the request of LISD
10. Submit invoices on a monthly basis
11. Ensure all links are maintained in a secure environment with proper encryption
12. Unless requested and approved by both parties, classes/sessions do not have to be recorded.

LISD hereby agrees to:

1. Assign a maximum number of students to SN, to offer above-mentioned services.
2. Communicate with SN staff as needed for proper implementation of program. Provide computer and Internet, and ensure students are logged on for tutoring sessions at assigned times.
3. Identify contact person for different school sites to ensure students can be contacted if they do not show up at their assigned times.
4. Provide access to identified staff at each school site for the program
5. Provide content and Scope and Sequence for appropriate grades.
6. LISD will identify what services are required per grade
7. Payment shall be made within 10 days, unless LISD requires additional support documents or has concerns about submission. Both parties will work to correct any deficiencies in a reasonable timeframe

Proposal

1. SN will provide a certified teacher as identified each day during the school year.
2. Rate is \$49.75/hr.
3. Based on total teachers needed and number of days of services, SN services shall not exceed \$390,000 for the duration of the contract.
4. Provide training to all SN staff in compliance with requirements with LISD
5. Provide necessary training to LISD and school staff for proper implementation of tutoring program.
6. SN shall add LISD as additionally insured on Insurance Certificate.
7. Due to the magnitude of the project, SN requests a payment of \$50,000 within 10 days of signing of the contract.
 - a) Funds to cover training and admin. for all staff
 - b) Establishing accounts for teachers and students (if needed)
 - c) Coordination with LISD school staff and technology staff
 - d) Cover payroll, taxes, etc. for services in August and September 2021

All documents are to be forwarded to the following addresses via email or USPS:

Studentnest
2121 Merced St.
Fresno, CA-93721
Attn: Chander Joshi
cjoshi@studentnest.com

Lockhart ISD
419 Bois Darc St.
Lockhart, TX. 78644
Attn: Stephanie Camarillo, Ed. D.
stephanie.camarillo@lockhart.txed.net

Studentnest Representative

LISD Representative

Lockhart Independent School District Board of Trustees

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**THE BOARD OF TRUSTEES OF THE
LOCKHART INDEPENDENT SCHOOL DISTRICT**

Board Resolution for Creation of Pandemic Leave Allotment

WHEREAS, the Coronavirus (COVID-19) pandemic continues to affect school operations as it spreads across Texas and the world; and

WHEREAS, through circumstances beyond their control, certain District employees may be forced to miss workdays due to illness or required isolation after contracting the COVID-19 virus; and

WHEREAS, the Board recognizes that the unique circumstances created by the COVID-19 pandemic may place an unexpected financial burden on employees; and

WHEREAS, the Board recognizes that an employee who has been fully vaccinated against COVID-19 has taken all reasonable steps available to avoid contracting the virus and being absent from duty; and,

WHEREAS, the Board finds a public purpose will be served by granting ten (10) days of additional local paid leave to those employees who voluntarily provide documentation of full vaccination against COVID-19 but still contract COVID-19, by demonstrating support of its employees, enhancing employee morale, supporting the retention of employees, and protecting the health of employees.

Now therefore it be resolved by the Board that:

1. The findings and recitals outlined above are found to be true and correct and are hereby approved and adopted; and
2. The Board finds that a public purpose and a benefit to the Lockhart ISD exists to compensate District employees for up to ten (10) workdays missed due to contracting COVID-19 after being fully vaccinated, and that this expenditure is necessary and appropriate in the conduct of the public schools as provided by Texas Education Code § 45.105(c); and
3. In order to qualify for receipt of this local leave, an employee must present documentation showing that s/he has tested positive for COVID-19 and either (1) documentation showing the employee's status as fully vaccinated against COVID-19; or (2) acceptable documentation from the employee's treating physician that advising that the employee should not receive the vaccine due to an existing medical condition; and,
4. The Board hereby suspends the operation of Board Policies DEA (Local) and DEC (Local) only to the extent necessary to affect the purposes of this Resolution; and

5. The Board hereby authorizes the Superintendent to take whatever steps reasonably necessary to fulfill the purposes of this Resolution, including the creation of additional requirements or procedures for an employee to request this leave and making determinations regarding employee eligibility for this leave.

Adopted by the vote of the majority of members of the Board of Trustees of the Lockhart ISD present and voting at an open meeting of the Board on the 23rd day of August 2021, at which a quorum was present:

BY: _____
Steve Johnson, Board President

BY: _____
Warren Burnett, Board Secretary

Lockhart Independent School District Board of Trustees

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