

**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 22, 2022 – 6:30 PM**

Notice is hereby given that on August 22, 2022, 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
 - B. Lockhart FFA Lone Star Degree
 - C. Instructional Leadership Academy Graduates
5. Public Comment
6. CLOSED SESSION:
 - A. Adjourned to Closed Session: 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. Superintendent's Formative Evaluation
7. Business: Consent Agenda
 - A. Approval of Minutes:
 1. July 25, 2022 4
 2. August 8, 2022 7
 3. August 15, 2022 9
 - B. Approve Contract Between Community Action, Inc. of Central Texas and Lockhart ISD, 2022-2023 11
 - C. Approve Renewal of 2022-2023 TASB Worker's Compensation and Property Casualty Insurance 19
 - D. Approve Local Policy Update 119: CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT; DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT; EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS); EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS; EHBAA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION, EVALUATION, AND ELIGIBILITY; EHBB(LOCAL):SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS; EIF(LOCAL): ACADEMIC ACHIEVEMENT -GRADUATION; FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORMED CARE; FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION 35
 - E. Approve Amendments to the Memorandum of Understanding Between the City of Lockhart and Lockhart ISD for the 2022-2023 School Year for School Resource Officers 41
 - F. Approve Staffing for the 2022-2023 School Year 58
 - G. Approve District In-service Training Calendar ¹ 60

H. Approve Renewal of Texas Association of School Boards (TASB) Risk Management Fund Unemployment Compensation Program for 2022-2023	68
I. Approve Rejection of Attendance/Communication Software RFP	76
J. Review the 2021-2022 Purchasing Cooperative Fee Report	78
K. Review Tax Collection Report	81
L. Review Cash Investment Report	84
8. COMMUNICATION:	
A. First Day of School Update	87
B. Perry Homes Presentations regarding Juniper Springs Development	89
C. School Safety Planning Update	91
D. Audio Enhancement-Safety and Security Technology Presentation	93
E. Review Resolution Regarding Board Review of Board Policy CDA (local) - OTHER REVENUES - INVESTMENT	95
F. Resilient Schools Support Program (RSSP) Report	102
9. COMMUNICATION/ACTION:	
A. Consider and/or Approve Chromebook Purchase through Emergency Connectivity Fund (ECF) Program	
B. Consider and/or Approve Order Calling Uniform Election to be held November 8, 2022 for three At-Large Positions on the Lockhart ISD School Board	104
C. Consider and/or Approve Contract for Election Services between Caldwell County and Lockhart ISD for November 8, 2022 Uniform Election	106
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 salutary 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 salutary 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 August 19, 2022, 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 25, 2022, 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 Michael Wright. Other members present were Dr. Barbara Sanchez, Rene Rayos, Rebecca Pulliam and Warren Burnett. Tom Guyton and Sam Lockhart were absent.
2. Pledge of Allegiance
3. Invocation was given by Trustee Burnett
4. Recognition
 - A. GEAR UP Summer Camp Participants
 - B. Introduction of the Director of Human Resources
5. PUBLIC HEARING
 - A. Public Hearing for Optional Flexible School Day Program (OFSDP) for Pride High School for the 2022-2023 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):
 1. Plan for Superintendent's Formative Evaluation
 2. Superintendent's Performance Review

The Board of Trustees on Monday, July 25, 2022 convened at 6:47 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the 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); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices). The Board ended its closed session at 7:05 PM on Monday, July 25, 2022. No votes, decisions, or actions were taken while in closed session.

8. Business: Consent Agenda

A. Approval of Minutes:

1. June 27, 2022

B. Approve Request for Advanced Class Waivers for Extracurricular Participation

C. Approve Administrators for the List of Certified T-TESS Appraisers for the 2022-2023 School Year

D. Approve T-TESS Appraisal Calendar

E. Approve Pizza RFP

F. Approve List of Vendor Purchases in Excess of \$100,000 for the 2022-2023 School Year

G. Approve Special Education Contracted Services RFQ

H. Approve Renewal of Tutoring Contracts for School Year 2022-23

I. Approve Resolution Regarding Extracurricular Status of 4-H Organization and Adjunct Faculty Agreement

J. Review Quarterly Investments Report

K. Review Tax Collection Report

Trustee Burnett approved the consent agenda as presented. Trustee Pulliam seconded the motion. The motion carried, 5-0.

9. COMMUNICATION

A. Review Local Policy Update 119: CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT; EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS); EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS; EHBA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION, EVALUATION, AND ELIGIBILITY; EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS; EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION; FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORMED CARE; FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

This presentation was given by the Deputy Superintendent, Dr. Stephaine Camarillo. No action was taken.

B. School Facilities Update

This presentation was given by the Superintendent of Schools, Mark Estrada. No action was taken.

10. COMMUNICATION/ACTION

A. Consider and/or Approve Optional Flexible School Day Program (OFSDP) for Pride High School for the 2022-2023 School Year

Trustee Sanchez made the motion that the Board approve the Optional Flexible School Day Program (OFSDP) for Pride High School for the 2022-2023 School Year. Trustee Rayos seconded the motion. The motion carried, 5-0.

B. Consider and/or Approve Lockhart ISD 2022-2023 Student Code of Conduct

Trustee Sanchez made the motion that the Board approve the LISD 2022-2023 Student Code of Conduct as presented. Trustee Pulliam seconded the motion. The motion carried, 5-0.

C. Consider and/or Approve Annual State Certification for Gifted & Talented Program

Trustee Sanchez made the motion that the Board approve the Annual State Certification for the Gifted and Talented Program. Trustee Rayos seconded the motion. The motion carried, 5-0.

D. Consider and/or Approve Memorandum of Understanding Between the City of Lockhart and Lockhart ISD for the 2022-2023 School Year for School Resource Officers

Trustee Sanchez made the motion that the Board approve the Interlocal Cooperation Agreement between the Lockhart Independent School District and the City of Lockhart regarding the provision of school resource officers as presented, and authorize the superintendent to negotiate LISD's fee to the City pursuant to the agreement. Trustee Burnett seconded the motion. The motion carried, 5-0.

11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*

12. BENEDICTION was given by Trustee Burnett

13. ADJOURNMENT was at 7:30 p.m. by Board President Michael Wright

Michael Wright, Board President

Tom Guyton, 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 8, 2022, 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 Michael Wright. Other members present were Rebecca Pulliam, Dr. Barbara Sanchez, Warren Burnett, Tom Guyton, Sam Lockhart, and Rene Rayos.
2. Public Comment

None.

3. CLOSED SESSION:

- A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); and Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) specifically to discuss:
 1. Discussion with Legal Counsel and Consultant concerning matters relating to economic development applications from Project Evergreen (Tex. Gov't Code §§551.071 and 551.087)

The Board of Trustees on Monday, August 8, 2022 convened at 6:31 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the the Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation Regarding Real Property) Texas Government Code Section 551.087 (Deliberation regarding Economic Development Negotiations). The Board ended its closed session at 8:10 PM on Monday, August 8, 2022. No votes, decisions, or actions were taken while in closed session.

**Before the Board voted, each member confirmed that they did not have a conflict of interest.*

4. COMMUNICATION/ACTION:

- A. Discussion and possible action to accept multiple new Applications for Project Evergreen for multiple Agreements for an Appraised Value Limitation on Qualified Property, to authorize the Superintendent to review the Application for completeness and submit to the Comptroller

Trustee Burnett made the motion that the Board accept the 8 Applications for Appraised Value Limitation on Qualified Property and authorize the Superintendent to review the Applications for completeness and submit them to the Comptroller. Trustee Guyton seconded the motion. The motion carried, 7-0.

B. Discussion and possible action to retain consultants to assist the District in processing the new Applications from Project Evergreen for multiple Agreements for an Appraised Value Limitation on Qualified Property.

Trustee Guyton made the motion that the Board retain Moak Casey & Associates and O'Hanlon, Demerath & Castillo to assist the District in processing the processing the new Applications from Project Evergreen for multiple Agreements for an Appraised Value Limitation on Qualified Property. Trustee Rayos seconded the motion. The motion carried, 7-0.

5. ADJOURNMENT was at 8:12 p.m. by Board President Michael Wright.

Michael Wright, Board President

Tom Guyton, 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 15, 2022, beginning at 6:00 PM in the Gerry Ohlendorf Performing Arts Center 906 Center Street, Lockhart, TX 78644.

1. Call to Order was at 6:00 p.m. by Board President Michael Wright. Other members present were Rebecca Pulliam, Dr. Barbara Sanchez, Warren Burnett, Tom Guyton, Sam Lockhart, and Rene Rayos.

2. PUBLIC MEETING:

A. Public Meeting for 2022-2023 Proposed Tax Rate

We had one community member address the Board.

3. Public Comment

None.

4. COMMUNICATION/ACTION:

A. Approve Resolution Adopting the Maintenance and Operations Tax Rate, Interest and Sinking Tax Rate and Total Tax Rate for 2022

Trustee Sanchez made the motion that the total property tax rate be adopted in the amount of \$1.1223 per \$100/property value, which is effectively a 21.027% percent increase in the tax rate and I further move that the Board approve the Resolution adopting the Maintenance and Operations tax rate, Interest and Sinking tax rate and total tax rate as described in the Resolution. Trustee Rayos seconded the motion. The motion carried, 7-0.

B. Consideration and possible action regarding an order calling for a Voter Approval Tax Rate Election for the November 8, 2022 uniform election.

Trustee Rayos made the motion to approve an order calling for a Voter Approval Tax Rate Election, to be held November 8, 2022; I further move to authorize the administration to take any steps necessary to effectuate such an election. Trustee Guyton seconded the motion.

**This item required a roll call vote of each trustee.*

Pulliam – Yes
Dr. Sanchez – Yes
Burnett - Yes
Wright – Yes
Guyton – Yes
Lockhart – Yes
Rayos – Yes

The motion carried, 7-0.

C. Consideration and Discussion with Respect to a November 8, 2022 Bond Election and Possible Action Regarding Bond Proposition Options and Ballot Language

Trustee Sanchez made the motion that the Board approve one bond proposition in the amount of \$71,000,000, to include a new elementary school, expanding the Lockhart High School and the purchase of land for school sites and facilities, as recommended by the Administration. Trustee Pulliam seconded the motion. The motion carried, 7-0.

D. Consideration and Action with Respect to an "Order Calling a Bond Election" for the November 8, 2022 Uniform Election Date

Trustee Guyton made the motion that the Board approve the "Order calling a bond election" to be held on November 8, 2022. Trustee Rayos seconded the motion. The motion carried, 7-0.

5. ADJOURNMENT was at 6:55 p.m. by Board President Michael Wright.

Michael Wright, Board President

Tom Guyton, 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:

**INTERAGENCY AGREEMENT BETWEEN
COMMUNITY ACTION INC. OF CENTRAL TEXAS
AND
LOCKHART INDEPENDENT SCHOOL DISTRICT
Special Education Services**

I. PARTIES TO THE AGREEMENT

Lockhart Independent School District (Hereinafter referred to as Lockhart ISD) And
Community Action, Inc. of Central Texas (Hereinafter referred to as Head Start)

II. CONTRACT PERIOD: September 1, 2022 to July 31, 2023

III. PURPOSE: To establish the best cooperative method of providing services to preschool children with disabilities and their families and to build a strong working partnership between the Head Start program and Lockhart ISD. It is the intent of the Agreement to:

- a. Define the services to be provided by each Agency.
- b. Ensure that the eligible children with disabilities receive a free and appropriate public education, as required by law, in the least restrictive environment.
- c. Ensure that each Agency assumes the responsibility to communicate with the other, and share leadership responsibilities and by doing so ensure that available resources are utilized in the most effective manner.

IV. JOIN THE ROLES IN SYSTEM REVIEW, COORDINATION, COLLABORATION, ALIGNMENT, AND IMPLEMENTATION

Lockhart ISD:

1. Provide services to preschool children with disabilities as mandated by the current revisions of the Individual with Disabilities Education Act.
2. Provide preschool children with disabilities a free and appropriate public education (FAPE), including the development and implementation of an Individualized Education Plan (IEP).
3. Place preschool children with disabilities in the least restrictive environment at Lockhart with an opportunity to interact with non-disabled peers to the maximum extent appropriate, as required by IDEA.

CAI Head Start Program:

1. Recruit, enroll, and serve eligible children (according to the Policy Council approved enrollment criteria) age 3.
2. Assist Lockhart ISD with providing FAPE by serving as a Least Restrictive Environment (LRE) as determined by the IEP team

3. Provide all Head Start services as outlined in the Head Start Performance Standards.
4. Screen all enrolled children for potential concerns in the areas of health, oral hygiene, and emotional/behavior development, and developmental progress.
5. Obtain physical information and a developmental history for each enrolled child.
6. Obtain a dental exam for each child enrolled.
7. Provide support for families for follow-up services / treatment for any identified health or dental problems and assure that all appropriate immunizations are received by enrolled children.
8. Throughout the year when children are found at risk on developmental screeners or through classroom performance/home performance, Head Start staff, including the Mental Health & Disability Coordinator, will assist the parent in understanding the need for a referral for a screening or full evaluation by Lockhart ISD or other appropriate professionals. Upon parent's request, Head Start staff will assist the parent in making a referral for their child to Lockhart ISD.
9. Assure that professionals on the multi-disciplinary team are informed of the Head Start eligibility disabilities criteria as outlined in Head Start Performance Standards, 1302.60-72, so that eligibility under Head Start, as well as IDEA can be determined. Assure that all evaluations are not culturally biased (CFR 34, 300.530).
10. Assist in identifying other appropriate community agencies that provide services to children 3 to 5 years of age utilizing our Community Resource Directory.

V. PROGRAM DESCRIPTION:

a.) Community Action Head Start Program is a federally funded program that provides services to low income preschool aged children and services are offered to meet the special needs of children with disabilities. Head Start is funded to serve 509 children ages zero-to-five with 10% of those slots available for children with disabilities.

b.) Lockhart ISD provides educational services to eligible children from EE through 121h grade. Working with the Lockhart School District, State and Federal funds are also available to serve children ages three through five with disabilities.

VI. SERVICE IMPLEMENTATION:

a) Child Find / Recruitment:

Head Start will invite representatives from Lockhart ISD to participate in Head Start recruitment efforts and will distribute Lockhart ISD literature and/or information to appropriate families. Head Start will invite Lockhart ISD to participate in the selection process of Head Start families by attending Selection Committee Meetings when applicable.

b) Referrals:

Head Start to Lockhart ISD - After all screenings have been completed and compared to home and school performance (through discussion with teacher and parents) if a child's performance indicates the need for further assessment to determine if special education services would be appropriate the Mental Health & Disability Coordinator along with the, Family Advocate or Center Director and/or child's teacher, will discuss these results in more detail with the parent. Information will be provided about the need for early intervention and the process of being assessed though the local school district will be discussed. If the parents are interest in making a referral through the school district and would like support and assistance through Head Start, parental consent for referral to an outside agency and permission to share information between Head Start and the local school district will be obtained in writing. These documents will allow the Mental Health & Disability Coordinator to work cooperatively with the parent and the local school district to help the evaluation process proceed as efficiently as possible. Head Start staff will assist the parents in completing the needed documents to make the referral to the school district and will assist the school district in maintaining contact with the parents (Head Start often has daily interaction with the parents).

Lockhart ISD to Head Start - For children who meet the Head Start criteria for enrollment, Lockhart ISD staff, with parent approval, will contact the Mental Health & Disability Coordinator, and/or other Head Start staff, for referral. The referral will not be complete without a completed application and required supporting documentation. No child will be denied placement in a Head Start classroom on the basis of a disability or its severity if: the parents wish to enroll the child and meet the Head Start age and income eligibility criteria, and Head Start is seen as an appropriate placement according to the child's IEP, and the program has space to enroll the child.

c) Evaluation:

Eligibility must be established under IDEA:

- Lockhart ISD will get the parent's permission to evaluate.
- Lockhart ISD will explain the parental rights.
- Lockhart ISD will evaluate children within 45 calendar days of receiving parental consent.
- If needed, an interpreter will be made available.
- Lockhart will develop and complete the IEP with input from the Head Start staff.
- With parental consent, Lockhart ISD will provide the Disabilities Specialist and assigned teachers with information and copies or ARD paperwork form implementing the IEP in the classroom.
- With parental consent, Lockhart ISD will notify the Mental Health & Disability Coordinator and/or other Head Start staff verbally or in writing of dates and times of any ARD meetings. This communication between Lockhart ISD and Head Start will ensure cooperation between the two programs in helping the child meet IEP goals.
- The Head Start Mental Health & Disability Coordinator and Family Advocate (along with the Teacher and Center Director) will help the parent understand his/ her role in the special education process, including attending ARD meetings on a regular basis.

The goal of communication between Lockhart ISD and Head Start is to work together to help the parent as a full participating member of the ARD committee and the ongoing series provided through Lockhart ISD for the child.

- Lockhart ISD will notify the parent in advance of any ARD meetings and ensure that the meetings is held at a mutually agreed upon time.
- Lockhart ISD will assure that the parents understand the IEP.
- Lockhart ISD will work cooperatively with Head Start staff to understand the IEP and to help implement the goals in the Head Start setting. Lockhart ISD staff will keep the Mental Health & Disability Coordinator informed of any changes in the IEP.
- Lockhart ISD, with parental permission, along with the parent, will keep the Head Start staff updated on changes in the IEP. Head Start staff will address questions, concerns and progress noted in the Head Start setting with the Lockhart staff in charge of the IEP.
- The IBP, which is developed by Lockhart ISD with input from Head Start staff and the parents, will focus on the child's needs, strengths, developmental potential and the family's strengths and circumstances, as well as the child's weaknesses.

d.) Placement:

Head Start will:

- Provide 10% of its enrollment slots for children with disabilities.
- Share Head Start enrollment criteria with Lockhart ISD.
- Stay in contact with Lockhart ISD to continue to recruit children with disabilities for the waiting list and keep Lockhart ISD apprised of the child count, especially regarding the progress towards maintaining 10% children with a disability in the program

e) Special Education and Related Service Delivery:

Head Start will:

- Assist parents in attending therapy sessions as appropriate.
- Allow Lockhart ISD therapists and teachers (as well as private therapists) to provide service in all Head Start centers.
- Implement the IEP goals in the Head Start classroom by working cooperatively with Lockhart ISD special education staff and therapists and attend ARD meetings (with parental consent)
- Assist Lockhart ISD in supporting parents with any home therapy/programs. Lockhart ISD will provide all special education services including related services as stated in the ARD document.

f.) Specialized Equipment / Furniture:

- Lockhart ISD will provide all equipment and furniture in the setting where the child receives his special education services as identified in the ARD document
- Lockhart ISO will provide all transportation as identified in the ARD document.

- Head Start will provide appropriate equipment and furniture in the Head Start setting (unless the child is receiving primary special education services) for the child to be able to participate appropriately in all classroom activities.

VII. CONFIDENTIALITY

Lockhart ISD and Head Start will follow all regulations pertaining to confidentiality as outlined in IDEA Part B.

VIII. TRAINING AND TECHNICAL ASSISTANCE:

- Lockhart ISD and Head Start will allow opportunities for their staff to train with their partner agency.
- Lockhart ISD and Head Start will provide training to parents of children with disabilities as per the ARD document.
- Lockhart ISD and Head Start will strive to provide some joint training to parents.

IX. DOCUMENTATION:

Head Start and Lockhart ISD will inform each other of changes in children's status when parental consent has been provided for the two agencies to share information.

X. TRANSITION ACTIVITIES:

Lockhart ISD and Head Start will prepare children with disabilities and their parents for transition as follows:

- Children who need significant classroom/curriculum modifications or accommodations and/or health accommodations or modifications will be provided with a staffing that involves the parent, Lockhart ISO personnel, Head Start content managers who oversee services the child needs, and outside agencies that are providing services for the child at least two months prior to the transition from one classroom to the next. This meeting will be set at a mutually agreed upon time with the agencies and the parents.
- Lockhart ISD and Head Start will prepare children with disabilities and their parents prior to transitioning out of the Head Start program. These activities will range from 6 to 2 months prior to the child leaving the program. Lockhart ISD staff, the Mental Health & Disability Coordinator along with the Family Advocate, Center Director and Teacher will be responsible for these transition activities.

XI. CONTACT INFORMATION

Lockhart ISD

Melody McIntosh, Director of Special Services 512-398-0270

CAI HEAD START PROGRAM

Patricia Vargas, Mental Health and Disabilities Coordinator 512 396 3395 ext. 206
pvargas@communityaction.com

Danielle Ramirez, Head Start Program Director 512-396-3395 ext. 228
dramirez@communityaction.com

Review, Modification, and/or Termination of Agreement:

This interagency Agreement will be reviewed and revised by Community Action Head Start Program and Lockhart ISD annually. Either party, upon thirty (30) days written notice, may terminate this Agreement.

Approved by:

Carole Belver, Executive Director
Community Action, Inc. of Central Texas

Melody McIntosh, Director of Special Services
Lockhart Independent School District

Danielle Ramirez, Head Start
Program Director
Community Action, Inc. of Central Texas

Patricia Vargas, Mental Health and
Disabilities Coordinator
Community Action, Inc. of Central Texas

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:



June 26, 2022

Michelle Wylie

Lockhart ISD

Dear Michelle Wylie,

You count on a strong risk management and coverage provider to support managing operations and risk at your organization. Thank you for trusting the TASB Risk Management Fund to be that partner. The Fund's partnership with its more than 1,000 members has provided stability and financial strength for nearly five decades.

- **Strength in Sharing:** The Fund is the largest school risk-sharing pool in Texas and is led by Fund member school board trustees and administrators. The Board ensures the Fund remains financially strong and provides stability and responsiveness for all Fund members.
- **Financial Security:** With more than \$200 million in Members' Equity, the Fund has the financial strength to manage claims and respond to the impact of changing environments for members.
- **Responsive Service:** The Fund offers specialized coverage and services to meet Texas public schools' unique needs and exposures.

We are pleased to provide you with a renewal proposal for the 2022–23 coverage term. This year's renewal proposals reflect the Fund's efforts to respond to the evolving exposures and risks faced by its members. Your proposal reflects the Fund programs in which your organization participates. The following are highlights of key program changes for 2022-23:

- **Property** coverage costs continue to be driven by severe weather and increased building values. The Fund's Board of Trustees authorized use of Members' Equity to help limit the impact of cost increases for Fund members this year. Members will receive renewal options with higher weather deductibles to further reduce costs. Small and mid-size members will also have options to lower weather deductibles.
- **Auto and School Liability** rates will remain level for most members with contribution changes based on loss history and exposures. **Auto Physical Damage** claims costs continue to increase as vehicles are more costly and complex to repair. These rates will increase moderately for most members.
- **Workers' Compensation** rates will remain stable with little to no increase. Contribution changes reflect normal payroll changes and loss history. Costs remain steady even though claims have returned to pre-pandemic levels.
- Improved cyber risk management practices are paramount for all organizations as ransomware attacks and other risks increase. The Fund continues to offer affordable **Privacy & Information Security** coverage to members and will continue to provide resources to help members improve cyber security controls.

- **Unemployment Compensation** coverage is effective October 1, 2022, for all members of that program. Renewals will be issued in August with member contributions decreasing by 5%, on average.

A summary of updates and clarifications to the Fund's Property and Liability coverage terms and agreements is included in this renewal proposal. Coverage agreements can also be accessed on the Fund's website. Workers' Compensation and Unemployment Compensation coverage is statutory.

Please carefully review all terms and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary and returning it by email to me or to TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact.

Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If Property coverage is included and you take no action, coverage will automatically renew at the lower weather deductible offered. If you want to terminate coverage, the Fund must 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 questions about the renewal proposal or any aspect of your Fund membership, please contact Marissa Gonzales 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,
Marissa Gonzales
Risk Management Consultant
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:

Notification of Coverage Changes and Clarifications

Effective September 1, 2022

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and clarifications for all renewals taking effect on or after September 1, 2022. This document is a summary of changes and clarifications only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

- No changes were made to the Automobile Liability & Physical Damage, Privacy & Information Security, or Violent Act coverage agreements.

Property Coverage Agreement

- Under Part B, § 4 **Payment for Damage**, language was added noting that when a Fund Member fails to timely elect a settlement option indicated in § 4, the member will be paid for the actual cash value (ACV) of the Covered Property as described in § 4.2.
- Under Part C, § 7.2 **Code compliance**, a clarification was added that the supplemental coverage applies to building or construction rules.
- Under Part C, § 9 **Excluded Loss**, clarifications were made allowing coverage for ensuing Loss (§§ 9.1, 9.15, 9.17, and 9.18) or further Loss (§ 9.5) when an exclusion otherwise applies.
- Under Part G, § 14 **No Transfer of Interest**, new language clarifies that the Fund Member may not transfer any interest in a Loss, payment for Loss, or claim for Loss to any third party. Additionally, the Fund Member granting an interest in the Loss to a third party suspends the Fund's obligation to make any further payment for the Loss.
- Under Part G, § 24 **Waiver and Estoppel**, a new provision is added to ensure that the parties to the agreement can enforce its contractual provisions. This addition aligns the Property Coverage Agreement with the amended Interlocal Participation Agreement that went into effect for all Fund members on May 1, 2022.

In addition to the changes to the Property Coverage Agreement described above, the Property Coverage Summary in the CCS is updated with a **Weather Perils** Limit and Deductible, which replaces Wind, Hail, and (non-coastal) Hurricane limits and deductibles. This change expands the perils to which the higher deductible applies to include convective storms and freezing temperatures. A definition of **Weather Perils** is added to the CCS.

School Liability Coverage Agreement

- Under Part A, § 3.1 **Covered Person**, a clarification was made regarding when a Fund Member student meets the Covered Person definition.
- Under Part B, § 4.1 **Grant of coverage for reported Claims**, a revision emphasizes that coverage is for reported Claims first made against the Covered Person *during the Participation Period*.

Lockhart ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2022 through 8/31/2023

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	\$290,750
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$1,000	\$9,469
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$6,104
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$18,429
Privacy & Information Security	\$250,000	\$0	\$5,000
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Aggregate Deductible	Statutory	\$222,605	\$63,925
Total Contribution			\$393,677

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: 9/1/2022 through 8/31/2023
Total Property Contribution: \$290,750

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 Weather Perils	\$231,942,500	\$25,000
Weather Perils	\$231,942,500	\$500,000
Flood	\$2,000,000	\$100,000
Earthquake	\$2,000,000	\$100,000
Crime	\$100,000	\$5,000
Equipment Breakdown	\$100,000,000	\$25,000

Additional Deductible for Weather Perils	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	Weather Perils Deductible applies

Property Conditions

Weather Perils: Weather Perils are defined as Loss to Covered Property directly caused by, resulting from, or arising from wind, hail, convective storm, or freezing temperatures. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss by a Weather Peril. For Locations outside of Tier 1, Tier 2, and Harris counties, the Weather Perils Limit and Deductible will apply to Loss to Covered Property directly caused by, resulting from, or arising from Named/Numbered Windstorm.

Named/Numbered Windstorm: Named/Numbered Windstorm is defined as Loss to Covered Property directly caused by, resulting from, or arising from 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 Named/Numbered Windstorm Limit and Deductible shown on this CCS will apply to Loss by a Named/Numbered Windstorm to Locations in Tier 1, Tier 2, and Harris counties.

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 where Covered Property is sited.

Flood Zone Exclusions: As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in specific 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 programs.

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 periodically 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 a synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.



Lockhart ISD

Automobile Coverage Summary Participation Period: 9/1/2022 through 8/31/2023 Total Automobile Contribution: \$15,573

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

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: 9/1/2022 through 8/31/2023
Total School Liability Contribution: \$18,429

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: 9/1/2022 through 8/31/2023 Total Privacy & Information Security Contribution: \$5,000

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: 9/1/2022 through 8/31/2023

Total Workers' Compensation – Aggregate Deductible Contribution: \$63,925

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	0.00731100	\$0
7720 - POLICE OFFICER	\$0	0.00910900	\$0
8810 - CLERICAL OFFICE EMPLOYEES	\$2,346,421	0.00047945	\$1,125
8868 - PROFESSIONAL/ADMINISTRATON	\$35,423,673	0.00129445	\$45,854
9101 - ALL OTHERS	\$1,767,299	0.00958864	\$16,946
Total	\$39,537,394		\$63,925

Estimated Contribution	\$63,925
Estimated Claims Liability	\$222,605
Estimated Maximum Program Cost	\$286,530

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-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-Property	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Unemployment Compensation	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Workers' 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



Endorsement

Member:	Lockhart ISD	Contract No.:	P028902-2022-001
Member ID:	028902	Coverage Period:	9/1/2022 through 8/31/2023
Endorsement No.:	P028902-2022-001-PDBD		
Effective Date	9/1/2022		
Line of Coverage:	Property		

As requested by the Member, the indicated Contribution and Coverage Summary for the above referenced term is amended as follows:

This Endorsement provides additional limits for the difference between the Member's Weather Perils deductible of \$500,000 as shown on the CCS and \$250,000 per occurrence for Direct Physical Loss arising from wind or hail.

The maximum limit available under this endorsement is \$250,000.

Additional Contribution: \$50,631

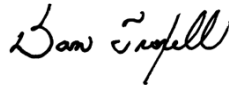
This endorsement amends the CCS for Property Coverage for the Coverage Period shown above.

To accept and bind this Endorsement, this endorsement form must be signed, dated and returned to the TASB Risk Management Fund (tasbrmf@tasbrmf.org) not later than 5 days prior to the Effective Date shown above.

Authorized Signature

Date

Issued: 6/26/2022

Authorized By: 



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: **P028902-2022-001**
Contract Period: **9/1/2022** through **8/31/2023**

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: **P028902-2022-001**
Contract Period: **9/1/2022** through **8/31/2023**

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.

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.

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 ISD Board Summary of Update 119

	Policy (LOCAL)	Policy Title	Change in Policy	Previous Policy
Records Management	CPC	Office Management: Records Management	Records management officer shall develop procedures for the management of electronic records	<i>Not included in previous policy language</i>
Required Staff Development	DMA	Professional Development: Required Staff Development	Superintendent shall recommend the district's professional development (PD) plan Board shall annually review the SBEC clearinghouse and approve the district's PD plan	Superintendent's or principal's prior approval of professional and paraprofessional staff development Board approval <i>not included in previous policy language</i>
Required Instruction	EHAA	Basic Instructional Program: Required Instruction (All Levels)	<i>Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking:</i> Process on how to adopt curriculum materials for this instruction. Summary of steps include: 1. Board shall adopt resolution 2. SHAC shall hold at least 2 public meetings 3. SHAC recommendations must comply with instructional content requirements 4. SHAC presents recommendations to Board at public meeting 5. Board ensures recommendations meets standards in law, Board shall take action on recommendations by a record vote in a public meeting	37 <i>Not included in previous policy language</i>
	EHB	Curriculum Design: Special Programs	<i>Added Local Policy :</i> In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.	<i>No previous local policy</i>

Lockhart ISD Board Summary of Update 119

	EHBAA	Special Education: Identification, Evaluation, and Eligibility	<i>Added Local Policy</i> When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.	<i>No previous local policy</i>
Gifted and Talented Students	EHBB	Special Programs: Gifted and Talented Students	<i>Funding:</i> Removal of the statutory requirement for a district's annual certification to TEA	Included the TEA certification requirement
Graduation	EIF	Academic Achievement: Graduation	<p><i>Financial Aid Application Confirmation:</i></p> <p><i>Added</i> District shall accept the following methods for application completion:</p> <ol style="list-style-type: none"> 1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data; 2. Notification, such as a copy of an email, from the US Department of Education verifying completion of the FAFSA; 3. A copy or screenshot of the FAFSA acknowledgment page; 4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form); 5. An acknowledgment receipt from an institution of higher education (IHE); or 6. A copy of a financial aid award letter from an IHE. 	38
				<i>Not included in previous policy language</i>

Lockhart ISD Board Summary of Update 119

Trauma Informed Care	FFBA	Crisis Intervention: Truama Informed Care	<i>Removed</i> District annual reporting requirement on number of staff participating in trauma informed care training	Required District annual reporting requirement
Freedom from Discrimination, Harassment, and Retaliation	FFH	Student Welfare: Freedom from Discrimination, Harrassment, and Retaliation	<p><i>Statement of Nondiscrimination:</i> Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.</p> <p><i>Harassment:</i> Harrassment</p> <p>Title IX Sexual Harrassment:added would meet the definition of sexual harassment in an education program or activity and against a person in the United States under Title IX.</p>	<p>Previous Statement of Nondiscrimination included two paragraphs now combined into one paragraph</p> <p>Harrassment used instead of <i>prohibited harassment</i> 39</p> <p><i>Not included in previous policy language</i></p>

Lockhart ISD Board Summary of Update 119

<p>Freedom from Discrimination, Harassment, and Retaliation</p>	<p>FFH</p>	<p>Student Welfare: Freedom from Discrimination, Harassment, and Retaliation</p>	<p><i>Notice to Parents:</i> Upon report to district of prohibited conduct that includes dating violence, immediate notification to parent or guardian of student identified as alleged victim or perpetrator.</p> <p><i>District Action: Corrective Action :</i> Retaliation added to discrimination and harassment.</p> <p><i>Appeal:</i> Student or parent has the right to file complaint with US Department of Education Office for Civil Rights.</p> <p><i>Response to Title IX Sexual Harassment - General Response:</i> If formal complaint is not filed or dismissed.</p> <p>Title IX coordinator reserves the right to sign a formal complaint..if it would be deliberately indifferent not to investigate and respond</p> <p><i>Retaliation :</i> Added In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other than Title IX, above.</p>	<p><i>Not included in previous policy language</i></p> <p>Retaliation was not included in previous policy language</p> <p><i>Appeal:</i> Previous language stated student or parent shall be informed of his or her right to file a complaint...</p> <p><i>Previous policy only included not filed</i></p> <p style="text-align: right;">40</p> <p><i>Not included in previous policy language</i></p> <p><i>Not included in previous policy language</i></p>
--	------------	---	--	--

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:

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and the CITY OF LOCKHART**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Lockhart Independent School District (“Lockhart ISD”), a political subdivision acting through its Board of Trustees, and the City of Lockhart (hereinafter referred to as “the City”). Collectively, Lockhart ISD and the City may be referred to as the “Parties.”

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, Lockhart ISD is a public school district with campuses located within the jurisdictional boundaries of the City where the City presently provides law enforcement services;

WHEREAS, Lockhart ISD and the City each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Lockhart ISD and the City;

WHEREAS, Lockhart ISD and the City warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

- 1.1 The legal authority for the City of Lockhart and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Lockhart Police Department (“LPD”) and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the SRO program is to place a community law enforcement officer in the Lockhart ISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for student a

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM
STRUCTURE

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for the City of Lockhart. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Lockhart Police Department (the LPD). School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Texas law and LPD policy. The SROs or the LPD will have the final decision on whether criminal charges shall be filed. The LPD reserves the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators, and will not act as such. However, with the agreement of the LPD, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.
- 2.5 The SROs will notify the campus principal if it is necessary for them to be out-of-district during regular school hours during non-emergency situations.

Article 3 SERVICES TO BE
PROVIDED

The City, through its Police Department, will be responsible for the following:

- 3.1. Providing police officers licensed by the State of Texas for service as school resource officer (SROs) to be assigned to the Lockhart High School, Lockhart Junior High School, and District-wide for the 2022-2023 school year.

- 3.2. SROs will be assigned on a full-time basis, forty (40) hours each work week, according to the daily schedules agreed upon by the Parties, less any scheduled vacation time, sick time, training time, court time, or any other law enforcement related activity, including emergencies.
- 3.3 The Parties acknowledge the importance of having the same SROs present in Lockhart ISD on a day-to-day basis in order to promote continuity and familiarity with Lockhart ISD and its students. To that end, the Parties agree that every effort should be made to schedule and/or designate the SROs vacation days, compensatory time, and other days off at times when school is not in session or at other times when the SROs' absences will not otherwise create an unnecessary risk or hamper school operations. The SROs will coordinate vacation hours with the principal of the school to which each SRO is assigned.
- 3.4 Should any officer assigned as an SRO during the active school year be absent for more than two consecutive school days, the LPD shall notify principal of the campus to which the SRO is assigned with the name of the officer substituting during the absence. Lockhart ISD must approve of the officer who is assigned as a substitute.
- 3.5 The SROs shall follow the policies and procedures of Lockhart ISD to the extent those policies do not conflict with the policies and procedures of the City or LPD.
- 3.6 The SROs will coordinate and cooperate with the Lockhart ISD Superintendent and other Lockhart ISD administrative staff in carrying out their day-to-day duties as SROs. The City retains final authority over the SROs' law enforcement responsibilities. The SROs may, however, take the school's wishes into consideration, as the officer deems appropriate.
- 3.7 The duties, schedule, and responsibilities of SROs on days when school is not in session shall be determined solely at the discretion of the LPD.
- 3.8 **SROs DUTIES:** The ultimate goal of the SRO is to maintain a peaceful environment that allows the learning process to continue uninterrupted. The duties to be performed by the SROs include, but are not limited to, the following:
 - a. Establish a bond and act as liaison between the LPD and school administrators and student in an effort to reduce or eliminate the opportunity for crime, project a positive image of the LPD and improve the quality of life within the school and community.
 - b. Patrolling areas within or in the vicinity of the geographical boundaries of Lockhart ISD to protect all students, personnel, and visitors.
 - c. Being a visible presence during the school day in order to assist the Lockhart ISD administration with general public safety services during school hours.
 - d. Helping Lockhart ISD administrators maintain the peace and/or address a breach of the peace as needed.

- e. Engaging in all law enforcement activities arising from the enforcement of criminal laws or Lockhart ISD policies and rules, including, but not limited to, intervening in and investigating alleged crimes or violations of Lockhart ISD rules, issuing citations, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement. However, violations of Lockhart ISD policies and rules that are strictly personnel matters and non-criminal in nature will only be assigned to the SROs for investigation at the specific direction of the Lockhart ISD Superintendent.
- f. Responding to calls for services during the course of the regular school day or when serving in support of an official Lockhart ISD extracurricular or after-school activity.
- g. Assisting in providing security as needed for after-hour activities and events taking place at Lockhart ISD facilities.
- h. Mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- i. Accompanying outside service providers during random canine searches conducted on Lockhart ISD property.
- j. Preventing property loss due to theft or vandalism.
- k. Providing traffic control as needed.
- l. Assisting Lockhart ISD with its Emergency Operation Plan.
- m. Assisting with school safety projects, scheduling and maintaining emergency drills, emergency response, and after-action reviews within Lockhart ISD.
- n. Providing training for staff as requested by the Lockhart ISD Superintendent.
- o. Serving as a resource for law enforcement education at the request of the Lockhart Superintendent, such as speaking to classes on the law, search and seizure, drugs, or motor vehicle laws.
- p. Maintaining the confidentiality of student records as required by the Family Educational Rights and Privacy Act. The SROs shall not disclose to the City or the LPD any other third party education records of a student which the SROs obtain by virtue of the SROs' position with the school unless such information is obtained by the SROs in the course and scope of performing their duties in accordance with this Agreement. The SROs shall not provide student education records to other law enforcement agencies informally for external investigations.

- q. Preparing reports and documentation related to events occurring within the geographic boundaries of the City of Lockhart.
- r. Participate, as necessary or requested by the District, in District or campus Threat Assessment Teams, as described by Texas Education Code § 37.115.
- s. Performing other duties that may be assigned from time to time by Lockhart ISD, provided that the duty is legitimately and reasonably related to the services as described herein and is consistent with Federal and State law, local ordinances and orders, laws applicable to Lockhart ISD, Lockhart ISD's policies, procedures, rules, or regulations relating to the subject matter of this Agreement, and the policies, procedures, rules, and regulations of the City.

3.9 When the SROs take a person into custody in the course of performing their duties on behalf of Lockhart ISD under this Agreement, Lockhart ISD shall receive notification of the incident from the City within the timeframe required by law and of the disposition of the individual to the extent allowed by law.

3.10 **REPORTING DUTIES:** Lockhart ISD and LPD shall maintain records of every campus-based incident resulting in police involvement. The records shall be disaggregated by:

- Description of the incident
- Names of the officials involved
- Name of student involved
- Manner in which the LPD was notified
- Searches/questioning of students
- Tickets, citations, or summonses issued
- Arrests made
- Filing of delinquency petitions, referrals to a probation officer, and other referrals to the juvenile justice system, and
- Any police action the SRO took relative to the offense.

Data shall also be disaggregated by:

- Race
- Ethnicity
- Age
- Grade
- Gender
- Disability
- English-language learner status, and
- Economically disadvantaged status.

3.11 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, the SROs will contact the campus principal of the student's campus. The principal will:

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District at no cost to the school district. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The City agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The SROs assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and LPD. Lockhart ISD understands that the City or LPD may rotate or change any officer assigned to serve as an SRO; provided, however, that Lockhart ISD may refuse any particular officer assigned as an SRO and request assignment of a different officer.
- 4.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Lockhart ISD and while on any property under the control and jurisdiction of Lockhart ISD or otherwise in the performance of his/her duties under the guidelines of Lockhart ISD policies and regulations.

- 4.4 The City will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Lockhart ISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE and the City and District Policies CKE (Legal) and GKA (Legal).
- 4.5 As City employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of the City.
- 4.6 Lockhart ISD will report all required student misconduct to the City in accordance with Texas Education Code § 37.015. The City will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 4.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Lockhart ISD agrees to provide the SROs with (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lockhart ISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Lockhart ISD Policy FL (local) for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 4.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.9 The Parties recognize that the services to be provided by the City may be limited to the extent that said services conflict with or compromise the City's ability to provide effective law enforcement services to the City generally; and, should a conflict arise between the policies of Lockhart ISD and the City, the City policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the City from meeting its obligations under this Agreement, the City acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.11 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
TRAINING

- 5.1 All SROs placed with the District shall complete the education and training program required by Section 1701.263, Texas Occupations Code. Such training must be completed with 120 days of placement at the District.
- 5.2 All SROs placed with the District shall complete an active shooter response training program approved by the Texas Commission on Law Enforcement in accordance with Texas Education Code § 37.0812(a).
- 5.3 All SROs placed with the District shall complete a Texas Education Agency-approved training on the use of a bleeding control station in accordance with Texas Education Code § 38.030(b)(3)(B).

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 6.1 The City shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the City. The City shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 6.2 Lockhart ISD will be responsible for reimbursing the City at the end of school year for the SRO's salary and benefits as the approved school calendar of student in person learning plus two additional days as set out in Exhibit A. In addition, Lockhart ISD will be responsible for reimbursing the City of Lockhart at the end of the school year for the police supervisor's salary and benefits for 100% of approved school calendar plus two additional days. Lockhart ISD agrees to reimburse the City of Lockhart for the cost of three vehicles as detailed in Exhibit A and the cost for uniform and equipment for three officers as detailed in Exhibit A.
- 6.3 The City shall keep and maintain accurate records of dates of service and the hours served by the SROs. The City shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, the City shall promptly provide Lockhart ISD with access to all time calculation records maintained by the City for any SRO services provided pursuant to this Agreement.
- 6.4 Overtime hours that relate to SRO duties must be authorized and approved by the Lockhart ISD Superintendent prior to the performance of the overtime work and will be paid in accordance with procedures established by the City. The Parties acknowledge that emergency situations or unscheduled events may require overtime hours for the SROs without advanced notice. Should such emergency or unplanned event occur, the SROs shall notify the Superintendent the next work day, or as soon as practicable. Excluding emergencies and unplanned events, if the SROs fail to obtain such permission for overtime hours, the City will be responsible for the costs of any overtime compensation to the SROs.

- 6.5 Lockhart ISD will pay for any additional SRO training that Lockhart ISD may require unrelated to TCOLE training requirements.
- 6.6 The Parties agree to provide the following equipment and materials to the SROs:
- a. The City shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve the City. The City will maintain and service all equipment used by the SROs in providing services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment, firearms, radios, and all other devices used by the City law enforcement personnel in the performance of their duties. City will also provide a fully equipped patrol car to each SRO.
 - b. Lockhart ISD will provide the SROs with office space on school property, a telephone, computer, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Lockhart ISD will provide the SROs with a map and personnel roster for each campus and Central Office.
 - c. The Lockhart ISD will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

Article 7

RELATIONSHIP BETWEEN THE PARTIES

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 7.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 7.3 Officers employed by the City and assigned by the LPD to serve as SROs at Lockhart ISD are and will remain City employees.
- 7.4 The City shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
- b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.

7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:

- a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
- b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.

7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.

7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

- 7.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor Lockhart ISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.
- 7.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of the City or Lockhart ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Lockhart ISD, and all governmental and proprietary functions and services traditionally provided by the City, shall be and remain the sole responsibility of each such party.

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2022, and continue through June 30, 2023, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

9.1 All correspondence and communications regarding this Agreement shall be directed to:

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

9.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.

10.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.

10.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

10.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

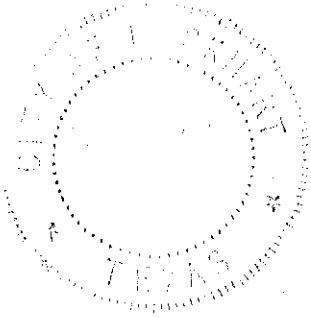
10.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ of July 2022.

CITY OF LOCKHART, TEXAS

By Lew White

Lew White, Mayor, City of Lockhart



ATTEST:

By Connie Constancio

Connie Constancio, TRMC City

Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By _____

Michael Wright, President, LISD School Board

ATTEST:

By _____

Tom Guyton, Secretary, LISD School Board

2022-2023 SRO Cost Summary

Exhibit A

	High School	Jr. High	Supervisor	Total
Salary	\$ 68,149.71	\$ 57,566.29	\$ 70,892.02	\$ 196,608.02
Benefits	\$ 28,622.88	\$ 24,177.84	\$ 29,774.65	\$ 82,575.37
12 month total cost	\$ 96,772.59	\$ 81,744.13	\$ 100,666.67	\$ 279,183.39
Percent LISD: 66.15% (1,376 hrs/2,080 hours)	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Times percent of time charged to LISD:	100%	100%	100%	
Total LISD Salary/benefits costs	\$ 64,015.07	\$ 54,073.74	\$ 66,591.00	\$ 184,679.81
Cost per hour	\$ 46.52	\$ 39.30	\$ 48.39	
Vehicle Costs (\$45,436/8 years + \$1,360.45 maint)	\$ 7,039.95	\$ 7,039.95	\$ 7,039.95	\$ 21,119.85
Uniforms and equipment				
12 month costs	\$ 5,051.00	\$ 5,051.00	\$ 5,051.00	\$ 15,153.00
Divided by 5 years useful life	\$ 1,010.20	\$ 1,010.20	\$ 1,010.20	\$ 3,030.60
Grand Total	\$ 72,065.22	\$ 62,123.89	\$ 74,641.15	\$ 208,830.26
Cost per hour:	\$ 52.37	\$ 45.15	\$ 54.25	\$ 50.59

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

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.

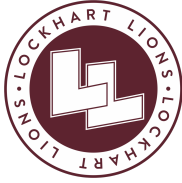
AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



2022-2023 LOCKHART ISD STAFF DEVELOPMENT OVERVIEW

Monday	August 1: New to the Profession Teacher Orientation-MLC Board Room
8:00-3:00	<p>LISD New to the profession teacher orientation (“0” year teaching experience)</p> <ul style="list-style-type: none"> ● Lunch (11:30-12:15) ● New to the profession teacher panel (12:15-12:45)
Tuesday	August 2: New Staff Introductions/ New to the District Teacher Orientation-LJH
8:00-4:30	<p>LISD Welcome Breakfast-(Mandatory for Leadership team)</p> <ul style="list-style-type: none"> ● Superintendent’s Address (8:00-8:15) ● Introductions (8:15-8:45) ● Curriculum and Instruction (9:00-10:30) <ul style="list-style-type: none"> ○ Introduction to C&I Staff ○ LISD Leadership Definition (Focus on Locked on Excellence) <ul style="list-style-type: none"> ▪ Kahoot on Lockhart ▪ Leadership Activity (Collective Resume) ▪ 1.5 Philosophy (Spirit of 1.5) ● Introduction Fundamental 5 (10:30 - 11:30) ● Lunch on your own (11:30-12:30) ● Curriculum and Instruction (12:30-4:30) <ul style="list-style-type: none"> ○ Overview of Instructional Infrastructure Tools <ul style="list-style-type: none"> ▪ Skyward ▪ Google Suite ▪ TRS/Non TRS Curriculum Systems ▪ Fundamental 5
Wednesday	August 3: New to the District Teacher Orientation-LJH
8:00-4:30	<p>LISD New to the District Teacher Orientation</p> <ul style="list-style-type: none"> ● Curriculum & Instruction (8:00-12:00) ● C&I <ul style="list-style-type: none"> ○ Xello ○ District Assessment System & Eduphoria ○ EB ○ Gifted and Talented ○ SPED <p>GROUPS;</p> <ul style="list-style-type: none"> ● ECSE - 2nd Grade Teachers ● 3th-5th Grade Teachers ● 6-12th Grade ELAR and Social Studies ● 6--12th Grade Math and Science ● Non Core: Fine Arts, LOTE, Support Staff, CTE and Other ● Lunch on your own (12:00-1:00) ● Campus (1:00-4:30)
Thursday	August 4: All Staff-Campuses
8:00-4:30	8:00-4:30 Campus Staff Development

Friday	August 5 : All Staff –District
8:00-4:30	8:00-12:00 Convocation (GOPAC) 12:00-4:30 Plan and Prep Day
Monday	August 8: All Staff-Leader In Me
8:00-4:30	District Staff Development on your campus
Tuesday	August 9: All Staff-Leader In Me
8:00-4:30	District Staff Development on your campus
Wednesday	August 10:
8:00-4:30	Staff Plan & Prep Day
Thursday	August 11: All Staff
8:00-12:00	CRASE Training at GOPAC
1:00-4:30	<i>Curriculum Management Plan Training</i> <i>Campus Staff Development</i> <i>(STAAR 2.0 - to be conducted BY END OF SEPTEMBER)</i>
Friday	August 12: All Staff
8:00-4:30	Staff Plan & Prep Day
4:30 - 6:00	Pre-K Meet the Teacher
Monday	August 15: All Staff
8:00-12:00	Campus Staff Development
12:00-4:30	Staff Plan & Prep Day
5:00 - 6:30	Elementary Meet the Teacher
Tuesday	August 16: All Staff
8:00-4:30	Staff Plan & Prep Day
Wednesday	August 17: First Day Of School
Friday	September 30
8:00-4:00	Strategic Planning Day
Friday	October 21
8:00-4:30	Staff Development / Student Conferences
Friday	November 18
8:00-4:00	Strategic Planning Day
Friday	December 16: All Staff
12:00-4:30	Staff Plan & Prep Day [1/2 day]
Tuesday	January 3: All Campus Staff
8:00-11:00	Roar Rally
1:00-4:30	Staff Plan & Prep Day
Tuesday	January 4: All Campus Staff
8:00-11:00	Staff Development Day

Friday	February 17: All Campus Staff
8:00-4:00	Strategic Planning Day
Monday	March 20: All Campus Staff
8:00-4:30	Strategic Planning Day
Monday	April 10: All Staff
12:00-4:30	Staff Plan & Prep Day
Thursday	May 25: All Staff
8:00-11:00	Staff Plan & Prep Day (½ day)
Friday	May 26: All Staff
8:00-4:30	Staff Plan & Prep Day

Special Notes:

Campus Professional Development Day = days/times allotted for campus driven professional development

District Professional Development Day = district driven professional development; campuses may not schedule campus professional development day and/or schedule campus meetings during this time

Staff Plan & Prep Day = days/times that campuses may not schedule campus professional development and/or schedule meetings as this time is reserved for Teachers to complete self-selected tasks in preparation to academically meet the needs of their student learners. *Principals may ask for deliverables by end of day*

Strategic Planning Day = Campuses may not schedule campus professional development and/or schedule meetings as this time is reserved for Teachers to complete self-selected tasks to academically meet the needs of their student learners. *Principals may ask for deliverables by end of day*

2022-2023 EDUHERO PLANS

2022-2023 SY - Gifted & Talented (GT) 6-Hour Update (Teachers who serve GT students)

- Instruction in the ELAR Classroom
- STEM Inquiry using PhET simulations
- Students: Differentiating Instruction
- Differentiated Assessments
- Emotional Needs of GT Students
- Energizing K-5 GT Science
- Engaging the Gifted Student
- Functional Perfectionism
- Growth & Maturity in GT Students
- Growth Approach to GT Instruction
- Increasing Your GT Diversity
- Overcoming Roadblocks to GT Success
- Personality Typing and GT Students
- Raising the Bar
- Stress and Burnout
- Tech Tools for the GT Student
- Working with GT Parents
- The Twice Exceptional Student

2022-2023 SY - Health Services (Health & Wellness Coordinator, RNs, LVNs & Health Aides)

- FERPA and PPRA in Schools
- Managing Students with Food Allergies
- Sexual Harassment for Educators
- Diabetes Management in Schools
- Bloodborne Pathogens
- Child Maltreatment Responsibilities
- Concussion Awareness
- Cybersecurity Awareness for Educators

2022-2023 SY – Central Office Staff

- FERPA and PPRA in Schools
- Sexual Harassment for Educators
- Bloodborne Pathogens
- Child Maltreatment Responsibilities
- Cybersecurity Awareness for Educators

2022-2023 SY- Maintenance

- OSHA Chemical Safety Standard
- Sexual Harassment for Educators
- Bloodborne Pathogens
- Suicide Awareness & Prevention
- Child Maltreatment Responsibilities
- Cybersecurity Awareness for Educators

2022-2023 SY – Food Service

- Bullying Prevention for School Personnel
- FERPA and PPRA in Schools
- Managing Students with Food Allergies
- Sexual Harassment for Educators
- Bloodborne Pathogens
- Suicide Awareness & Prevention
- Child Maltreatment Responsibilities
- Cybersecurity Awareness for Educators

2022-2023 SY – Campus Paraprofessionals (Secretaries, Library Aide & Technology Aide)

- Bullying Prevention for School Personnel
- Sexual Harassment for Educators
- Bloodborne Pathogens
- Child Maltreatment Responsibilities
- Cybersecurity Awareness for Educators

2022-2023 SY- Sports/PE/Sponsors (Coaches & PE Staff should only complete this plan)

- Bullying Prevention for School Personnel
- FERPA and PPRA in Schools
- Sexual Harassment for Educators
- Diabetes Management in Schools
- Bloodborne Pathogens
- Suicide Awareness & Prevention
- Child Maltreatment Responsibilities
- Concussion Awareness
- Cybersecurity Awareness for Educators

2022-2023 SY – Teacher/Counselors/Campus Administrators/Instructional Aides

- Bullying Prevention for School Personnel
- FERPA and PPRA in Schools
- Sexual Harassment for Educators
- Bloodborne Pathogens
- Child Maltreatment Responsibilities
- Effective Classroom Behavior Management
- Cybersecurity Awareness for Educators

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:



August 2, 2022

Michelle Wylie

Lockhart ISD

Dear Michelle Wylie,

You count on a strong risk management and coverage provider to support managing operations and risk at your organization. Thank you for trusting the TASB Risk Management Fund to be that partner. The Fund's partnership with its more than 1,000 members has provided stability and financial strength for nearly five decades.

- **Strength in Sharing:** The Fund is the largest school risk-sharing pool in Texas and is led by Fund member school board trustees and administrators. The Board ensures the Fund remains financially strong and provides stability and responsiveness for all Fund members.
- **Financial Security:** With more than \$200 million in Members' Equity, the Fund has the financial strength to manage claims and respond to the impact of changing environments for members.
- **Responsive Service:** The Fund offers specialized coverage and services to meet Texas public schools' unique needs and exposures.

We are pleased to provide you with a renewal proposal for the 2022–23 coverage term. This year's renewal proposals reflect the Fund's efforts to respond to the evolving exposures and risks faced by its members. Your proposal reflects the Fund programs in which your organization participates. The following are highlights of key program changes for 2022-23:

- **Property** coverage costs continue to be driven by severe weather and increased building values. The Fund's Board of Trustees authorized use of Members' Equity to help limit the impact of cost increases for Fund members this year. Members will receive renewal options with higher weather deductibles to further reduce costs. Small and mid-size members will also have options to lower weather deductibles.
- **Auto and School Liability** rates will remain level for most members with contribution changes based on loss history and exposures. **Auto Physical Damage** claims costs continue to increase as vehicles are more costly and complex to repair. These rates will increase moderately for most members.
- **Workers' Compensation** rates will remain stable with little to no increase. Contribution changes reflect normal payroll changes and loss history. Costs remain steady even though claims have returned to pre-pandemic levels.
- Improved cyber risk management practices are paramount for all organizations as ransomware attacks and other risks increase. The Fund continues to offer affordable **Privacy & Information Security** coverage to members and will continue to provide resources to help members improve cyber security controls.

- **Unemployment Compensation** coverage is effective October 1, 2022, for all members of that program. Renewals will be issued in August with member contributions decreasing by 5%, on average.

A summary of updates and clarifications to the Fund's Property and Liability coverage terms and agreements is included in this renewal proposal. Coverage agreements can also be accessed on the Fund's website. Workers' Compensation and Unemployment Compensation coverage is statutory.

Please carefully review all terms and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary and returning it by email to me or to TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact.

Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If Property coverage is included and you take no action, coverage will automatically renew at the lower weather deductible offered. If you want to terminate coverage, the Fund must 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 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: 1 (512) 467-3528

CC:

Lockhart ISD

Contribution & Coverage Summary (CCS) Participation Period: 10/1/2022 through 9/30/2023

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
Unemployment Compensation	Statutory	N/A	\$3,500
Total Contribution			\$3,500

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

Unemployment Compensation Participation Period: 10/1/2022 through 9/30/2023 Total Contribution: \$3,500

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Administrative Services Only (ASO)	\$3,500

Unemployment Compensation (ASO) Conditions

Agreement: This Agreement provides administrative services for unemployment compensation including quarterly wage reporting to the Texas Workforce Commission (TWC) and assistance with general unemployment compensation matters such as administrative hearings and filings with the TWC.

As part of this Agreement, Fund Member agrees to pay its own claim reimbursements to the Texas Workforce Commission, including any other TWC assessments. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent the Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. Fund Member will submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member's failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC for periods after termination. All benefit credits or reimbursements, including by not limited to federal CARES Act credits, attributable to any period of the Fund Member's participation as a Pool member in the Fund's Unemployment Compensation program are owed to the Fund.

Assistance: The Fund's services include assistance to Fund Member with TWC hearings. Fund Member's request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with Fund Member regarding claims subject to TWC administrative proceedings. The Fund's assistance of Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.



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-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-Property	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Unemployment Compensation	Michelle Wylie	Director of Finance	michelle.wylie@lockhart.txed.net
TASB RMF-Workers' 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

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

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:

2021 – 2022
Purchasing Cooperative Fee Report

<u>Purchasing COOP</u>	<u>Type of Fee</u>	<u>Fee</u>
Central Texas Purchasing Alliance (CTPA)	Membership	\$150.00
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

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 I.S.D. BOARD

Tax Collection Report

JULY 2022

	July	Prior Months	TOTAL	PRIOR YEAR
2022 Tax Collection	\$0.00	\$0.00	\$0.00	\$0.00
2021 & Prior Collection	\$167,622.16	\$0.00	\$167,622.16	\$206,458.38
Total Tax Collection =	\$167,622.16	\$0.00	\$167,622.16	\$206,458.38

note: Above figures include penalties and interest collected

2022 Original Levy \$0.00

July 31, 2022 Percent of 2022 Tax Collected 0.00%
(2022 Levy is not created until October)

July 31, 2021 Percent of 2021 Tax Collected 0.00%
(On July 31, 2021, 2021 Levy had not been created)

July 31, 2020 Percent of 2020 Tax Collected 0.00%
(On July 31, 2020, 2020 Levy had not been created)

July 31, 2022 - Balance of Delinquent Tax \$2,698,160.06

July 31, 2021 - Balance of Delinquent Tax \$2,296,064.63

July 31, 2020 - Balance of Delinquent Tax \$2,201,591.58

Corrections made to Current Tax Roll \$0.00

Corrections made to Delinquent Tax Roll (\$9,420.89)

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$14,125.58

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
 Chief Appraiser
 Caldwell County Appraisal District

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 ISD
Cash Investments Report
As of July 31, 2022**

	Texas Term	Texpool	First Lockhart	District Funds Total
General Fund	\$ 284,927	\$ 14,899,662	\$ 942,904	\$ 16,127,492
Redemption Fund			\$ 2,170	\$ 2,170
Interest & Sinking Fund	\$ 456,900	\$ 1,597,998	\$ 3,882,237	\$ 5,937,134
Payroll			\$ 846,714	\$ 846,714
School Nutrition	\$ 6,690	\$ 3,386,387	\$ 195,056	\$ 3,588,133
Maintenance Debt Service			\$ 359,162	\$ 359,162
District Funds	\$ 748,516	\$ 19,884,047	\$ 6,228,244	\$ 26,860,807
C.D. Marshall JHS Scholarship		\$ 30,835		\$ 30,835
G.F. Hudnall Scholarship		\$ 15,635		\$ 15,635
J.M. Moore Scholarship		\$ 25,056		\$ 25,056
L. White Scholarship		\$ 14,152		\$ 14,152
Mary Barron Canning Sanders Schol.		\$ 6,029		\$ 6,029
Fiduciary Funds			\$ 8,542	\$ 8,542
Hazelett Scholarship		\$ 6,683		\$ 6,683
Roland Endowment Scholarship			\$ 20,558	\$ 20,558
Canning Engineering Scholarship		\$ 24,676		\$ 24,676
Mohle Scholarship		\$ 1,013		\$ 1,013
Top Ten Scholarship			\$ 162,061	\$ 162,061
Scholarship Funds	\$ -	\$ 124,078	\$ 191,161	\$ 315,239
Monthly rate in Bank/Pool:	1.67%	1.46%	1.00%	

Earnings from Temporary Investment Budget Amount (General Fund)	\$ 25,000.00
Earnings Realized	\$ 23,198
Budget Balance (Interest received in excess of budget)	\$ 1,802

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

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

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

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

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:

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
Resolution**

Whereas, The Lockhart Independent School District is mandated by the Public Funds Investment Act to have an investment policy that includes an investment strategy statement.

Whereas, The Lockhart Independent School District recognizes the necessity to assure the safety of the District's funds, maintain sufficient liquidity to provide adequate and timely working funds, and to match the maturity of investment instruments to the daily cash flow requirements.

Whereas, The Lockhart Independent School District cash management objectives also include the attainment of market average rate of return, while maintaining safety and liquidity. Other objectives include the diversity of investments as to maturity, instrument, and financial institution where permitted under the laws of the State of Texas, to actively pursue portfolio management techniques, and to avoid investment for speculation.

Whereas, the Board of Directors has convened on this date at a meeting open to the public and wishes to adopt an Investment Policy for the District, in the form attached hereto as Exhibit "A", pursuant to Chapter 2256, Texas Government Code, as amended from time to time;

Now, therefore, be it Resolved by the Board of Trustees of the Lockhart Independent School District that:

Section 1: The Investment Policy, in the form attached hereto as Exhibit "A", is hereby adopted as the local investment policy for the District and that there are no changes from the prior policy; and

Section 2: The provisions of this Resolution shall be effective as of the date of the adoption and shall remain in effect until modified by action of the Board of Trustees.

Passed and Approved the 26th day of September 2022 by the Board of Trustees of the Lockhart Independent School District.

Michael Wright, President

Tom Guyton, 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:

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

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: