

**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, September 26, 2022 – 6:30 PM**

Notice is hereby given that on September 26, 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. Recognition:
 - A. 2022 Convocation Student Performance Honorees
5. Public Comment
6. CLOSED SESSION:
 - A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.129 (Consultation with attorney may be handled telephonically); 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); and Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations); specifically to discuss:
 1. Consultation with legal counsel regarding status and negotiation of draft agreement in Chapter 313 Application No. 1867 Exodus Solar, LLC. Tex. Gov't Code, Section 551.071, 551.087 and 551.129.
 2. Consideration of Superintendent's recommendation to report to TEA certified educator(s) who abandoned contract
 3. Superintendent's Monthly Performance Evaluation
7. Business: Consent Agenda
 - A. Approve Minutes
 1. August 22, 2022 4
 - B. Approve Resolution Regarding Board Review of Board Policy CDA (local) - OTHER REVENUES - INVESTMENT 8
 - C. Approve Purchase of Leader in Me Program Materials 15
 - D. Approve Lockhart ISD and Austin Community College 2022-2025 Early College Start Memorandum of Understanding 17
 - E. Approve Interlocal Participation Agreement (IPA) between Caldwell County SSA and the TASB Risk Management Fund (Fund) 60
 - F. Approve Food Service Equipment RFP
 - G. Approve Capital Area Council of Governments (CAPCOG) General Assembly Representative 68
 - H. Approve Budget Amendments 71
 - I. Approve NCPA Purchasing Cooperative 74
 - J. Approve Amendments to the 2022-2023 Employee Compensation Plan 79
 - K. Approve Waiver to use an alternate 7th Grade Reading Instrument 82

L. Approve Purchase in Excess of \$100,000 for Special Education Student Placement in Residential Facility	84
M. Approve Purchase in Excess of \$100,000 for the STAR Autism Program	86
N. Approve Additional Staffing for the 2022-2023 School Year	88
O. Review Tax Collection Report	90
P. Review Cash Investment Report	93
8. COMMUNICATION:	
A. Progress Monitoring Data on District Achievement Targets	96
B. 2022-2023 Budget Update	98
C. Review issuing an RFP for Audio Video Safety Systems	100
D. 2022-2023 LISD District Improvement Plan and Campus Improvement Plans	102
9. COMMUNICATION/ACTION:	
A. Consider and/or Approve Request for Maximum Class Size Waivers	105
B. Consider of Certification of Unopposed Candidates, and possible action to cancel Trustee election	108
C. Consider and/or Approve Land Purchase in the Perry Homes Juniper Springs Development	113
D. Consideration and possible action regarding Superintendent's recommendation to report to TEA certified educator who abandoned contract	
E. Possible action on matters discussed in closed session including Chapter 313 Application No. 1867 Exodus Solar, LLC.	
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 September 23, 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, August 22, 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. Presentation of Colors by JROTC
3. Invocation was given by Trustee Burnett
4. Recognitions:
 - A. TAFE National Winners
 - B. Lockhart FFA Lone Star Degree
 - C. Instructional Leadership Academy Graduates
5. Public Comment

None.

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

The Board of Trustees on Monday, August 22, 2022 convened at 6:43 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 7:32 PM on Monday, August 22, 2022. No votes, decisions, or actions were taken while in closed session.

7. Business: Consent Agenda

A. Approval of Minutes:

1. July 25, 2022
2. August 8, 2022
3. August 15, 2022

B. Approve Contract Between Community Action, Inc. of Central Texas and Lockhart ISD, 2022-2023

C. Approve Renewal of 2022-2023 TASB Worker's Compensation and Property Casualty Insuran

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

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

F. Approve Staffing for the 2022-2023 School Year

G. Approve District In-service Training Calendar

H. Approve Renewal of Texas Association of School Boards (TASB) Risk Management Fund Unemployment Compensation Program for 2022-2023

I. Approve Rejection of Attendance/Communication Software RFP

J. Review the 2021-2022 Purchasing Cooperative Fee Report

K. Review Tax Collection Report

L. Review Cash Investment Report

Trustee Wright requested that item 7-F be pulled from the consent agenda.

Trustee Guyton made the motion that the consent agenda be approved as presented with the exception of 7-F. Trustee Rayos seconded the motion. The motion carried, 7-0.

After further discussion, Trustee Wright entertained a motion for 7-F.

Trustee Guyton made the motion that item 7-F be approved. Trustee Lockhart seconded the motion. The motion carried, 7-0.

8. COMMUNICATION:

A. First Day of School Update

This presentation was given by the Deputy Superintendent, Dr. Stephaine Camarillo, Executive Director of Operations, James Acuna, and the Chief of Staff, Christina Courson. No action was taken.

B. Perry Homes Presentations regarding Juniper Springs Development

This update was given by Perry Homes representative, Nick McIntyre. No action was taken.

C. School Safety Planning Update

This presentation was given by the Executive Director of Operations, James Acuna. No action was taken.

D. Audio Enhancement-Safety and Security Technology Presentation

This presentation was given by Audio Enhancement representative, Kevin Mitchell. No action was taken.

E. Review Resolution Regarding Board Review of Board Policy CDA (local) - OTHER REVENUES – INVESTMENT

This presentation was given by the CFO, Nicole Dean. No action was taken.

F. Resilient Schools Support Program (RSSP) Report

This presentation was given by the Assistant Superintendent of C & I, Ty Davidson. No action was taken.

9. COMMUNICATION/ACTION:

A. Consider and/or Approve Chromebook Purchase through Emergency Connectivity Fund (ECF) Program

Trustee Burnett made the motion to approve Intech Southwest Proposal for the purchase of the chromebooks. Trustee Guyton seconded the motion. The motion carried, 7-0.

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

Trustee Sanchez made the motion that the Board approve the Order Calling a Uniform Election on November 8, 2022 as presented. Trustee Guyton seconded the motion. The motion carried, 7-0.

C. Consider and/or Approve Contract for Election Services between Caldwell County and Lockhart ISD for November 8, 2022 Uniform Election

Trustee Guyton made the motion that the Contract for Election Services between Caldwell County and Lockhart ISD be approved as presented. Trustee Burnett seconded the motion. The motion carried, 7-0.

10. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*
11. BENEDICTION was given by Trustee Guyton
12. ADJOURNMENT was at 9:22 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:

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.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

**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:

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



**PARTNERSHIP AGREEMENT
BETWEEN
AUSTIN COMMUNITY COLLEGE DISTRICT
AND
LOCKHART INDEPENDENT SCHOOL DISTRICT
FOR
EDUCATIONAL PROGRAMS**

September 1, 2022 – August 31, 2025

PURPOSE

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

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

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

TERMS AND CONDITIONS

1. Entire Agreement

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

- Appendix A: Articulated Credit
- Appendix B: College Preparatory Courses for Mathematics and English Language

2. Confidentiality:

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

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

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

3. Compliance:

School District agrees:

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

4. Conflict Resolution

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

legal counsel.

5. Term and Termination

The term of this agreement is for three years from September 1, 2022 to August 31, 2025. The College reserves the right to terminate this agreement upon service of notice to ISD sixty (60) days prior to the expiration of any academic term.

6. Miscellaneous

a. No Personal Liability

Nothing in this agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of ACC or ISD, and the parties expressly agree that the execution of this agreement does not create any personal liability on the part of any officer, director, employee or agent of ACC or ISD. The parties shall be responsible for their own acts of negligence.

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

b. Notice

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

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

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

Any party may designate a different address by giving the other party ten (10) calendar days

prior written notice in the manner provided above.

c. Authorization of Agreement.

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

d. Waiver and Breach

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

e. No Assignment

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

f. Governing Law

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

g. Section Headings

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

h. Complete Agreement

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

ACC and ISD have executed and delivered this Agreement to be effective as of the Effective Date September 1, 2022.

Mark Estrada, Superintendent
Lockhart Independent School District

Date



08/25/2022

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

Date

Appendix A

Agreement for Articulated Credit Program

Purpose

DEFINITION

The ACC Articulated Credit¹ Program is a program between ACC and the ISD to enable high school students to earn College credits-in-escrow through enrollment in high school level Career and Technical Education (CTE) courses that are aligned with ACC workforce courses. The program recognizes career and technical education (CTE) and related academic preparation in a specific career field. The partnership provides an approved sequential pathway without duplication of coursework to enable students to earn college credit which will lead to a certificate, apprenticeship, or degree.

PURPOSE

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

ELIGIBLE COURSES

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

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

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

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

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

STUDENT ELIGIBILITY

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

LOCATION AND STUDENT COMPOSITION OF CLASSES

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

FACULTY SELECTION, SUPERVISION, AND TRAINING

- Articulated courses are designed to recognize quality workforce training. ACC and the ISD will ensure high standards are maintained in the delivery of instruction.
- ISD faculty who teach the ACC courses at the high school for articulated credit granted under this agreement must be approved to teach by the ACC instructional department.
- ISD faculty are required to complete online training offered by ACC annually to ensure that each course is aligned with college readiness expectations.
- ISD faculty will be required to attend ACC scheduled department meetings for college preparatory courses each Fall and Spring.
- ISD faculty will be required to submit a copy of college transcripts and current resume to be eligible to teach the ACC courses at the high school for articulated credit.
- ISD faculty will be responsible for creating and recording ACC articulated course(s) in the CATEMA system by designated deadlines.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

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

- ISD agrees to provide the textbooks, materials, and supplies required for ACC articulated courses.

TUITION AND FEES WAIVER

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

AWARDING OF CREDIT AND TRANSCRIPTING

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

ISD RESPONSIBILITIES

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

ACC RESPONSIBILITIES

- ACC will meet with ISD personnel (including faculty) to complete the course articulation procedure through the school and college faculty curriculum process for high school articulated credit.

- ACC will provide ISD faculty an introduction and orientation to the College articulated credit program.
- ACC will provide application and registration processes to support student enrollment into program.
- ACC will coordinate ISD faculty training for each discipline area with approved articulated courses.
- ACC will provide ISD personnel and faculty with a calendar reflecting the articulated program application, registration, and grading processes and timelines.
- ACC will notify articulated credit students of their credits-in-escrow annually.
- If the student enrolls in ACC within 24 months of high school graduation and successfully completes at least one ACC credit course with a C or better, ACC will ensure college credit is included in the student's ACC transcripts.

12. OTHER/GENERAL

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

Approved Articulation Requests for 2022-2023

District Name: Lockhart

ACC Program Area	College Course	Credit Requirements	High School Course Name	PEIMS Number	PEIMS Abbreviation	Grade Level
Accounting	ACNT 1403 Introduction to Accounting 1	ACC Final Exam	Accounting 1	13016600	ACCOUNT1	10
Automotive Collision	ABDR 1301 Auto Body Repair & Refinishing	ICAR Certifications	Basic Collision	13039750	BASCOLRR	9
Automotive Collision	ABDR 1315 Vehicle Trim and Hardware	ICAR Certifications	Basic Collision	13039750	BASCOLRR	9
Automotive Collision	ABDR 1419 Basic Metal Repair	ICAR Certifications	Collision Repair	13039800	COLLISR	10
Automotive Technology	AUMT 1405 Introduction to Auto Tech	ACC Final Exam	Auto Basics	13039550	AUTOBASC	9
Automotive Technology	SMER 1424 Small Gasoline Engine	ACC Final Exam	Small Engine	13040000	SMENTEC1	10
Automotive Technology	SMER 1428 Small Engine Service Principles	ACC Final Exam	Small Engine	13040000	SMENTEC2	10
Computer Information Technology	ITSC 1309 Integrated Software Applications	ACC Final Exam	Principles of IT	13027200	PRINIT	9
Criminal Justice	CJSA 1348 Ethics in Criminal Justice	ACC Final Exam	Law Enforcement 1	13029300	LAWENF1	10
Culinary Arts	CHEF 1205 Sanitation & Safety (with card)	ServSafe Manager's Certification	Culinary Arts	13033600	CULARTS	10
Culinary Arts	CHEF 1301 Basic Food Preparation	ACC Final Exam	Culinary Arts	13033600	CULARTS	10
Culinary Arts	IFWA 1318 Nutrition for the Food Service Professional	ACC Final Exam	Intor to Culinary Arts	13022550	INCULART	9
Radio, Television, Film	RTVB 1305 Introduction to TV Tech	ACC Final Exam/Project	AV 1 with Lab	13008510	AVPLAB1	10
Welding	WLDG 1428 Intro to Shielded Metal Arc Welding	ACC Final Exam/Project	Ag Mech with Lab	13002210	AGMECHMT	10

Appendix B

Agreement for College Preparatory Courses for Mathematics and English Language Arts

Purpose

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

In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code (TEC) 28.014. The school district has partnered with ACC to develop and provide courses in college preparatory Mathematics¹ and English Language Arts. The courses must be designed:

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

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

Course Development/Curriculum:

- ACC and the ISD agree to utilize course outcomes as presented in the Texas College and Career Readiness Standards.
- ACC agrees to ensure that the Student Learning Outcomes are based upon the college developmental education sequence and pre-requisite entry-level college mathematics and English courses. The school district will ensure that the TSC Student Learning Outcomes are aligned with the College and Career Readiness Standards (CCRS) and the Texas Essential Knowledge and Skills (TEKS).

¹ If the district is a partner with the University of Texas at Austin Dana Center on the College Readiness Mathematics Course, the College will not provide that Course as part of this agreement

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

Faculty Selection, Supervision, and Evaluation:

- The school district will assign highly qualified faculty to teach the College Preparatory Courses
- ISD faculty are required to complete online training offered by ACC annually to ensure that each course is aligned with college readiness expectations.
- ISD faculty will be required to attend ACC scheduled department meetings for college preparatory courses each Fall and Spring.
- High School faculty will be required to utilize the CATEMA system to record enrollments and final grades.
- The College will designate personnel to monitor the quality of instruction in order to ensure compliance with this Agreement.

Location of classes:

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

Identifying College Preparatory Course Students:

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

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

Course Success and College Readiness

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

- ACC will develop and provide the end of course assessment and grading rubrics for the College Preparatory Course for Math and for the College Preparatory Course for English.
- Successful completion of the college level course will demonstrate TSI completion.
- Students are required to enroll in the College's CATEMA system in order to participate in the college readiness course(s).

Transcription of Credit

Upon enrollment at Austin Community College (ACC), the student must meet all of the ACC admission requirements to be eligible for program continuation or credit via articulation.

- The student must enroll in ACC within 24 months of high school graduation.
- Students must successfully complete at least one ACC credit course in the subject area of the TSI waiver within 12 months of enrollment.
- The ACC Office of College and High School Relations will be responsible for uploading data based on CATEMA enrollments and credit recommendations.
- This Agreement must be kept on file with the ISD, and the ACC Office of College and High School Relations.



**PARTNERSHIP AGREEMENT
BETWEEN
AUSTIN COMMUNITY COLLEGE DISTRICT
AND
LOCKHART INDEPENDENT SCHOOL DISTRICT
FOR
DUAL CREDIT PROGRAMS**

September 1, 2022 – August 31, 2025

PURPOSE

The institutions named above (hereinafter “College or “ACC” and “ISD”) enter into the following partnership¹ agreement for the implementation of dual credit programs which are designed to enable eligible high school students the opportunity to enroll in college credit courses that also fulfill high school graduation requirements.

The purpose of this Agreement is to outline the roles and responsibilities of ACC and ISD for participation in the dual credit programs. This Agreement encompasses all dual credit programs, including Early College High School (ECHS), and the Career Academies program as required by the Texas Higher Education Coordinating Board (THECB).

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

¹ The term ‘partnership’ as used in this Agreement refers to the dual credit partnerships as described in Title 19, Part 1, Chapter 4, of the Texas Administrative Code and ACC’s Board Policy GH (LEGAL). The Texas Administrative Code (19 TAC), Chapter 9, Subchapter H, *Partnerships between Secondary Schools and Texas Public Two-Year Colleges* establishes authority and rules for two-year associate-degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student’s high school curriculum requirements and college-level credit. 19 TAC § 9.143 requires dual credit programs to comply with the rules set forth in 19 TAC, Chapter 4, Subchapter D, Rule§4.84 for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.

TERMS AND CONDITIONS

Entire Agreement

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

- Appendix A: Joining the ACC Faculty
- Appendix B: Dual Credit

Program Definitions

The program partnerships covered under this Agreement include:

Appendix B: Dual Credit Program

A dual credit program agreement between ACC and the ISD to offer courses that grant credit toward the student's high school curriculum requirements and also award college credit which will lead to a college certificate or degree.

Compliance and Policies

a. Services for Students with Disabilities

In order for students with disabilities to receive accommodations from ACC, students with disabilities who require accommodations must self-disclose to ACC's Student Accessibility Services (SAS) and provide current (within three years of enrollment at ACC) documentation of a disability. Documentation of a disability consists of a statement or evaluation from a recognized medical professional, or the student's current §504 plan or records maintained by the ISD relating to eligibility for special education accommodations that exceed those applicable to ACC, if any, shall be the responsibility of ISD. Building and information technology access will be the responsibility of whichever Party is the owner/provider of that infrastructure, including access to web-based curriculum materials.

b. Student Expectations, Rights and Responsibilities

Students in dual credit classes are considered to be College students and are subject to all College policies and procedures. Dual credit students must comply with standards of conduct required of all ACC students, and have the same rights and responsibilities in all matters related to the dual credit programs. Dual credit students must also follow the ISD Student Code of Conduct.

Unless a conflict arises between the obligations of ISD and ACC under their respective policies and procedures, the ISD and ACC staff and administrators will work together collaboratively to determine the appropriate party to initiate an investigation or resolution process in response to the alleged conduct violation(s). In the event a conflict arises, refer to Section 4 on Conflict Resolution.

Neither party is prohibited from utilizing its own complaint resolution process, separate and apart from the other party's process, but both parties shall cooperate with each other to provide the necessary information and access to students and employees necessary to fulfill each party's obligations under its own specific policies and procedures.

The ISD and ACC agree to inform the other as soon as reasonably possible (within at least two business days) if a dual credit student is subject to disciplinary action that may affect his or her enrollment status as a dual credit student.

Regardless of the location of the conduct, if the ISD's Code of Conduct and disciplinary processes could result in removal from the regular education program due to a suspension, placement in an disciplinary alternative education program, or expulsion/removal to a Juvenile Justice Alternative Education Program, the ISD shall notify ACC prior to the finalization of any disciplinary action in response to the alleged student behavior so that ACC may determine if there are any potential consequences under applicable College policies or procedures that could result in removal from enrollment in a dual credit class.

In addition, as per the ACC Student Standards of Conduct, ACC has the right to immediately remove any student from its premises via the interim suspension process, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of ACC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of the ACC.

c. Prohibition of Discrimination and Harassment

ACC has in place policies and procedures to receive, investigate, and resolve student and employee complaints alleging civil rights violations, including claims under Title VI and Title IX. The ISD and ACC shall each comply with its own policies and any applicable state and federal law that prohibit discrimination and harassment on the basis of a student or employee's disability, race, color, national origin, religion, or sex. Each party shall adhere to its obligations under relevant policy and law without regard to the other party's obligations.

The ISD agrees to report to the College's District Title IX/ADA/Title VI Coordinator, within 2 business days, any allegation of discrimination or harassment involving a College employee or dual credit student, regardless of where the alleged conduct occurred. The College has designated the following individual as its District Title IX/ADA/Title VI Coordinator:

Title VI, IX and ADA Coordinator
512-223-7964, compliance@austincc.edu

Conflict Resolution

The Parties agree to a mutual understanding to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligations, terms, and responsibilities of the Parties to this agreement,

each Party shall designate administrative liaisons for purposes of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative levels. In order to be collaborative, ACC must be able to communicate with administrators on campuses in which dual credit students/programs are present. If resolution is not found through those levels, a request may be made that the matter be handled through the Party's respective legal counsel.

Term and Termination

Except as otherwise specified in the individual program agreements in the appendices, the period of this Agreement shall be in effect from September 1, 2022 to August 31, 2025 unless renewed or earlier terminated. This Agreement shall be reviewed by the parties annually at least ninety (90) calendar days before the expiration of the term and any subsequent renewal terms, and this Agreement may be renewed upon approval of the College and the ISD.

Either Party may terminate this Agreement with or without cause upon written notice to the other Party sixty (60) calendar days prior to the date of termination. In the event there are less than 60 calendar days remaining in the semester, unless otherwise agreed by the parties, the date of termination shall be the last day of the current semester or year of the current term so that students enrolled in a dual credit program may complete the session in which the termination becomes effective.

General Obligations of the Parties

In furtherance of the objectives of this Agreement, the Parties agree to the following obligations²:

- a. ACC and ISD are equal parties to this Agreement, and the intent is to allow flexible and creative responses to the organizational, mission, and fiscal needs of both institutions.
- b. ISD campus-level administrators should be familiar with the obligations and responsibilities provided in this Agreement.
- c. ISD will require campus counselors and administrators to attend ACC's training that corresponds to the dual credit program applicable to this Agreement. Any administrative liaisons designated by the ISD in accordance with Section 4 above, shall also be required to attend this training.
- d. Collaboration in planning, implementation, and continuous improvement of programs necessary to successfully fulfill each party's obligations under this Agreement, including but not limited to the provision of faculty, staff, and administration; curriculum development; training; and student services.

² The Parties must also adhere to the specific obligations outlined in the applicable programs incorporated into this Agreement in the Appendices.

- e. Provision of classes/courses in support of the programs applicable to this partnership for which students might qualify.
- f. Financial collaboration that addresses the costs of both Parties and assists each Party in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and at a cost-neutral basis for both parties.
- g. Collaboration in designating appropriate facilities and location for each program.
- h. Collaboration in the design and execution of challenging and innovative instructional programs.
- i. Compliance with all applicable guidelines, standards and requirements in the offering of the programs, including but not limited to regulations promulgated by the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission of Colleges and Schools (SACSCOC), and the Texas Education Agency (TEA). If THECB adopts new guidelines for any of the programs during the term of this Agreement, the new guidelines shall prevail.
- j. Recruitment of eligible students.
- k. Evaluation of the program(s) and sharing of student data in order to track and evaluate student and program successes.
- l. Selection of students that reflects the diversity of the ISD campus.

Recognition of Higher Education Partner, Promotion, Marketing & Advertising

When reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, ISD will recognize Austin Community College as their Higher Education partner awarding college credit. All parties agree to provide advance, timely notice of press releases, press conferences, or any promotion of the program to the public to ensure all parties approve of messaging and have the opportunity to participate. ISD agrees not to use ACC's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving prior written approval from the ACC Vice President, Communications and Marketing, or designee.

Statewide Goals: HB 1638

House Bill 1638, TEC, Section 28.009 (b-1) and (b-2), requires Texas Higher Education Board (THECB) and the Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs to provide guidance for institutions of higher education (IHEs) and independent school districts (ISDs). The following are the specific program goals aligned with the statewide goals for the programs covered under this Agreement:

- A. Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- i. ACC will host and ISD will participate in an annual partnership summit for counselors, principals and other college-going influencers.
 - ii. ISD will promote to students and family's college open house programs at ACC.
 - iii. ACC will attend and present at academic programs hosted by high schools to prepare students for dual credit and college entry.
 - iv. Subject to Section 7 above, ACC and ISD will develop marketing material to provide information to students and families regarding endorsement pathway and dual credit programs.
- B. Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
 - v. ACC and ISD will share disaggregated data (See Sections 13, 14, and 15 below) related to postsecondary enrollment after high school.
 - vi. ACC and ISD will share data related to workforce employment after high school.
 - vii. ACC and ISD will share data on persistence (after first year) and degree completion.
- C. Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
 - i. ACC and ISD will develop joint shared advising and student support systems to ensure successful course completions. ACC academic success coordinator is responsible for providing academic advising to a student who enrolls in a dual credit course under the program before the student begins the course.
 - ii. ACC will provide the student dual credit orientation to new students. As needed, ACC and ISD will update the new student dual credit orientation.
- D. Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
 - i. ACC will develop and disseminate to ISD designated representatives a report on student enrollment in subsequent coursework annually and in accordance with Sections 13, 14, and 15 below.
 - ii. ACC will develop a required training for faculty teaching in dual credit programs.

Understanding of the Parties

- a. Nothing in this Agreement is to be construed as transferring responsibility from one party to the other.

- b. Without limitation of any provision set forth in the Agreement, the Parties expressly agree to abide by all applicable federal and state equal employment opportunity statutes, rules, and regulations.
- c. Subject to the applicable laws and to the regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, infra, FERPA, and any other applicable state or federal privacy law that governs student privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
- d. Both parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Further, the parties agree that the public safety departments from both ACC and ISD will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both parties executing the Agreement.
- e. In accordance with the Family Educational Rights and Privacy Act (FERPA), ACC and ISD will protect ISD students' privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.

Indemnification

To the extent permitted by the Constitution and the laws of the State of Texas, ISD agrees to indemnify, release, and hold ACC and ACC's Trustees, officers, agents, and employees harmless from any and all claims, demands, causes of action, and liabilities (each as used herein shall be referred to as "claim") of any type or nature whatsoever (including costs and reasonable legal and expert fees) for damage to, loss of, or destruction of any tangible property or bodily injury or death to any person, arising from, in connection with, or any way incident to this agreement, to the extent finally determined to have been caused by ISD and its personnel in performance of the services.

Criminal History Background Check and Fingerprinting Requirements

Pursuant to Texas Education Code Section 22.0834, ISD shall ensure that ACC faculty assigned to dual credit sections offered on the high school campus complete a criminal background check and fingerprinting. ACC will provide ISD with a list of names of faculty and their date of birth. Any additional information required by the ISD may be requested in accordance with Section 13: Data Sharing & Privacy.

The ISD is responsible for notifying ACC of any additional requirements that may be necessary in order to comply with the ISD's Board policies with regard to criminal history requirements for employees of entities the ISD contracts with.

Clery Act Obligations

If ACC is using space on an ISD campus or facility in manner that gives ACC control over the space, including the assignment of an ACC employee as an administrator, ISD's law enforcement agency will respond in a timely manner to any requests made by ACC for statistical information of crimes that have been reported at that location so that ACC may fulfill its obligations under the Clery Act (20 U.S.C. § 1092(f)) and its regulations.

School District Data Sharing & Privacy

The ISD will provide the following student information for all students from 9th-12th grade for the purpose of college readiness and higher education opportunities and outreach.

Student Data Information 9-12th grade and Certified List of Graduates

- Student name (Last, First, Middle Initial)
- Date of birth
- Gender
- Grade Level
- High school graduation anticipated year
- High school endorsement
- ISD identification numbers (PIEMS ID and HS ID)
- Mailing address (Street, City, State, Zip)
- Name of school
- Parent / Guardian Name (First, Last)
- Parent/ Guardian Email address
- Parent/ Guardian Phone
- Race/Ethnicity
- College Readiness Scores: SAT, PSAT, ACT, ASPIRE, STAAR English II, STAAR Algebra I with Algebra II course grade, STAAR English III, STAAR Algebra II, TSIA, TSIA ABE, TSIA 2.0, and TSIA 2.0 Diagnostic

The data outlined above will be requested electronically in a template provided by ACC and will be provided in a timely manner as agreed upon by both Parties.

- Upon receipt of student information, ACC may use the student mailing information for the purpose of outreach and information about ACC programs.
- ACC may use student test scores and endorsement areas to determine student enrollment eligibility for specialized ACC programs.
- ACC will provide the following information to ISD following its initial entry into the program: postsecondary transition rates from ISD students to Texas institutions of higher education (taken from Texas Higher Education Coordinating Board [THECB] data); benchmark data from the prior year to show ISD student enrollment at ACC.

- ACC will provide the following annual reports to the ISD superintendent of schools and dual credit principal(s): Fall, Spring, and Summer ACC dual credit enrollments by high school; Fall, Spring, and Summer; ACC dual credit student success outcomes by high school.
- ACC will provide, upon written request from an appropriate school district official, information on ACC articulated credit attainment and college major selections by individual students. This information is designed to assist school personnel in educational programming and is protected under FERPA and may not be published.
- ACC will work with ISD to develop and use an early alert system to identify students at-risk of not completing college coursework to provide effective interventions.
- ACC and ISD will implement improvement efforts, as needed, based upon mutual review of the following data:
 - Matriculation of high school students in four-year colleges/universities and level of entry.
 - Enrollment/retention rates with basis of withdrawal.
- Additionally, ISD and ACC will provide each other with faculty qualifications and upon request to the other Party, criminal history background checks and required documents for the hiring process, as well as agree to full information sharing in the event of an investigation of a personnel matter regarding dual credit faculty.

Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of this data, the ISD and ACC shall permit only those employees authorized to have access to the data. Both parties agree to store the data in a secure area and to prevent unauthorized access.

Upon request from ISD, ACC may provide mutually agreed-upon reports of student enrollment and course grades to designated ISD officials as allowed by FERPA. ISD will designate a school district and campus official to request such ACC reports.

This section is not exclusive to all instances in which information may be shared between the parties under FERPA. See Section 15 below on FERPA Compliance and Disclosure for additional examples.

Confidentiality of Data

Both Parties will maintain the confidentiality of any and all student data shared with it in compliance with Federal Educational Rights and Privacy Act (FERPA) (<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>) and its associated federal

regulations. Both Parties agree not to share information with third parties unless authorized to do so by state or federal law.

Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

The College and ISD will provide a copy of Sections 13, 14, and 15 of this Agreement to any employee who transfers, maintains, accesses, or reviews any confidential data obtained in accordance with the Agreement.

The confidentiality requirements shall survive the termination or expiration of the Agreement.

Security Safeguards

To ensure the continued confidentiality and security of the data, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access. In addition, both Parties shall adhere to the following safeguards when data covered by the Agreement is processed, stored, or transmitted on either Party's information resources:

- i. Procedures and systems that ensure all student records provided by the College and District are kept in secured facilities and access ID such records are exclusively limited to authorized personnel.
- ii. Procedures and systems that shall require the use of secure passwords to access the data.
- iii. Mandatory training for personnel on information security, at least on an annual basis.
- iv. Procedures and systems that ensure all data is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access.
- v. The procedures and systems developed and implemented to access the data shall ensure that any data disclosure to third parties in accordance with applicable state law (i.e. under the Texas Public Information Act or in response to an audit or other lawful reason in accordance with the Texas Education Agency or the Texas Higher Education Coordinating Board's rules and regulations) shall comply with all provision under FERPA and Texas laws governing exceptions to disclosure of confidential student information.

Method of Access or Transfer

Individual level student survey and academic data will be transferred between designated ISD officials and designated ACC officials in a manner that maintains the confidentiality and security of individually identifiable records and data. (Typical approaches use secure File Transfer Protocol, secure cloud-based drop box, and encryption of personally identifiable data.)

Physical Location of Data

Data will be housed in a secure physical or electronic facility accessible only to individuals authorized to access the data for the purposes stated in this document and the Agreement. Data will be stored in a manner that prevents unauthorized access to personally identifiable data. (Secured passwords will be used to access data stored electronically. Personally identifiable data that resides for any length of time on laptops, desktop computers, CDs, or other media will be encrypted.)

Notification of Security Breach

The College and District both agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or employee was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, the party's information system in which the breach occurs shall notify the other party of the breach within 24 hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. (Tex. Bus. & Com. Code Sections 521.001-152.) Notice shall be provided to the individuals listed in Section 16(B) below.

Disposition of Data

The College and ISD will maintain and destroy any data covered under the Agreement in accordance with each Parties respective policies on records retention.

FERPA COMPLIANCE & DISCLOSURE OF EDUCATIONAL RECORDS

Students participating in a dual credit program described herein are enrolled in a post-secondary institution and are thus afforded rights under the Family Educational Rights and Privacy Act (FERPA) as post-secondary students. This means a high school student who is enrolled at ACC for purposes of participating in one of these programs, regardless of age, is given the right of privacy in their educational records. The College will not disclose information protected under FERPA, even to a student's parent, unless the dual credit student consents to the release in writing, or the parent provides proof of dependency in accordance with 34 CFR 99.31(a)(8) .

For purposes of this agreement, pursuant to FERPA, the College and ISD designate each other as school officials with legitimate education interests in the educational records of the participating high school students enrolled in the College, to the extent that access to the records is required by either Party to carry out the functions of the program, enforce or comply with discrimination laws, address student safety and discipline, or any matter where a student's

participation in a course or program may be affected.

ISD agrees to share disciplinary records that may affect the enrollment of a dual credit student such as suspension, disciplinary alternative education placement, expulsion; or that relate to conduct that is under investigation while the student is enrolled in a dual credit class.

Both the College and ISD will provide notice to students, parents and employees of applicable policies and procedures related to disclosure of educational records to ensure compliance with FERPA.

Miscellaneous

A. No Personal Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of ACC or ISD, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of ACC or ISD. The parties shall be responsible for their own acts of negligence.

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

B. Notice

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

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

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

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

C. No Waiver of Immunity

Neither ACC nor ISD waives or relinquishes any defense or right available to it under the doctrine of governmental immunity by entering into this Agreement.

D. Authorization of Agreement

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

E. Waiver and Breach

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

F. No Assignment

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

G. Governing Law

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

H. Section Headings

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

I. Complete Agreement

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

ACC and ISD have executed and delivered this Agreement to be effective as of the Effective Date September 1, 2022.

Mark Estrada, Superintendent
Lockhart Independent School District

Date



08/25/2022

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

Date

Appendix A

Joining the ACC Faculty

ACC's Commitment to High School Faculty

ACC appreciates the efforts of our ISD and high school associates. We look forward to partnering with them to improve education in central Texas. To that end, we've committed to the following series of steps to facilitate the interview process for high school instructors who wish to teach dual credit with ACC:

ACC will provide a checklist/document (contained below) that ISDs give interested HS faculty members BEFORE they apply to ACC that clearly explains job expectations and responsibilities and prepares faculty for interviews/teaching demonstrations.

The ISDs will provide ACC with a roster of faculty interested in adjunct faculty assignments to teach dual credit courses. The roster should include candidates' unofficial transcripts as well as resumes of work experience.

ACC departments will conduct an initial review to determine whether the HS faculty member meet SACS standards, and if not, explain what specific next steps the faculty applicant could take.

For those HS faculty found to be SACS qualified, they would complete an official ACC application as an adjunct faculty member.

Within 60 days of application submission, the appropriate department will schedule an interview and teaching demonstration for the applicant and notify them of acceptance or non-acceptance. If the latter decision is made, an explanation will be offered with suggestions for next steps.

Once accepted for hire, the HS faculty member will complete a half day training made up of two sections: (1) a general introduction to community colleges and specifically to ACC, and (2) an orientation and introduction to the specific requirements of the academic department in which the HS faculty member would teach.

HS faculty who teach dual credit courses for ACC will be compensated with a \$500 stipend per course when taught as a part of their school district teaching load.

Interviewing

Each department determines its own interview format. Some will use a committee, some will interview one-on-one. Many will require a teaching demonstration. It would be prudent to learn about the departmental expectations for preferred teaching style before scheduling your interview. You may be able to schedule an observation of a current ACC faculty member's class; contact department chair if you are interested.

During the interview, be prepared to discuss:

- your perceptions of the differences between high school and college course instruction/expectations
- the best book you've read in your field in the last 6 months
- how you would handle being contacted by a parent about student work
- see additional possible questions on the HR website:

- interview evaluation form:
<https://docs.google.com/viewer?a=v&pid=sites&srcid=YXVzdGluY2MuZWR1fGFjYy1mb3Jtcy1pb nZlbnRvcnl8Z3g6NWFjOTY3NTNIOWYyNGM3Mg>
- possible interview questions (from full-time documentation):
<http://www.austincc.edu/hr/hireguide/ftfaculty/sampleqs.html>

Checklist for Prospective Dual Credit Instructors

High school faculty who are interested in teaching dual credit courses on their high school campus for Austin Community College need to be aware of expectations from both their high school and the community college. This checklist will help acquaint instructors with the similarities and differences in requirements for teaching across both school levels. Where there are differences between the requirements listed below, an asterisk indicates which rules apply when dual credit courses are being taught. In some cases, the college rules will apply, in some cases, faculty will have to adhere to both the college and high school requirements.

Basic Qualifications:

SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) is the accrediting body for Austin Community College. Every prospective dual credit instructor at ACC must meet these minimum requirements. The requirements are below, and more detailed credentialing requirements by course can be found at: <http://www.austincc.edu/employment-at-acc/full-time-and-adjunct-faculty-position-information/minimum-credential-qualification-requirements>

To teach:	Faculty must have:
Academic courses toward AA or AS degrees	Master's degree in teaching discipline or Master's plus 18 graduate hours in teaching discipline
Workforce courses toward AAS degree	Bachelor's degree or higher in the discipline or Associate's degree in the discipline plus three years documented work experience in the field
Courses toward certificate only	High school diploma plus three years of documented work experience in the field plus proof of specialized training in the field, e.g., license, certificate, non-credit coursework in the discipline
Developmental courses	Bachelor's degree in the discipline or a related discipline plus either one year of high school teaching experience in the discipline or one graduate course in teaching under-prepared students
EDUC 1300: Effective Learning	Master's Degree in Psychology, Educational Psychology, or Education or Master's Degree <u>plus</u> 20 hours of ACC training for teaching the student success course

Mission and Values

Community Colleges – General

The mission of community colleges is to support student access to and success in higher education. You can learn more about the goals of community colleges in general by visiting the website for the American Association of Community Colleges: <https://www.aacc.nche.edu/>

Austin Community College – Mission and Values

Austin Community College has a clear focus on student success. Our goal is to provide central Texans with high-quality educational opportunities that prepare students for transfer or employment and increase equity for all. You can learn more about our mission, values, and goals here: <http://www.austincc.edu/board-of-trustees/board-policies>

Accreditation and Governing Bodies

ACC's policies are guided by the work of several groups. To help you understand some of the abbreviations in the checklist below, you may be interested in learning more about these groups.

ACC's accrediting body is SACSCOC (Southern Association of Colleges and Schools Commission on Colleges). ACC must adhere to the requirements set forth by this agency. You can learn more about SACSCOC, including its mission and values here: <http://www.sacscoc.org/>

THECB (Texas Higher Education Coordinating Board) guides the efforts of public colleges and universities in Texas. You can learn more about this organization here: <http://www.thecb.state.tx.us/>

ACC has a service area designated by the State Legislature consisting of most of six counties in Central Texas and 26 public school districts. Within the service area, ACC has a taxing district that is comprised of Austin, Round Rock, Leander, Hays, Elgin, Del Valle and Manor school districts as well as the parts of other districts that are in the City of Austin. Residents vote themselves into the taxing district. As tax-paying residents, students who attend ACC pay lower tuition and fees than residents from out-of-district areas. Tuition and fee rates, as all ACC policies, are approved by the elected ACC Board of Trustees.

Coursework Expectations

Course Content

High School	College*
<p>Content is determined by the TEKS (Texas Essential Knowledge and Skills).</p>	<p>Content is guided by THECB and the ACC department guidelines.</p> <p>Focus is on meeting learning outcomes through content that is chosen by the faculty member and approved by the department. The faculty member has high levels of control of the specific content that is covered.</p> <p>ACC supports the idea that across every level of education, expectations for student learning should increase. As such, courses taught at the College level should require students to meet even higher standards than those same courses taught in high school. See comparative expectations for various educational levels from the Degree Qualifications Profile (DQP) here: http://www.degreeprofile.org/press_four/wp-content/uploads/2014/09/DQP-grid-download.pdf</p>

Academic Freedom

High School	College*
<p>Standards and expectations are guided by the TEKS. Faculty must meet all standards.</p> <p>Freedom is in how you teach content.</p>	<p>Standards are part of accreditation, but so is a high degree of academic freedom.</p> <p>There is more flexibility in what content is taught, and how it is taught in covering department and college-approved learning outcomes.</p>

Grading Policies

High School	College*
<p>Determined by campus and/or ISD policies.</p> <p>Policies may require reteach and retest.</p> <p>Consequences for attendance are determined by State law and district policies.</p>	<p>Guided by departmental requirements. Some departments have explicit requirements, others provide more flexibility in grading to the instructor.</p> <p>Faculty may choose to, but are not required to allow multiple attempts on assignments or exams.</p> <p>Consequences for attendance and adherence to course deadlines are determined by the instructor.</p>

Learning Outcomes and Competencies

High School	College*
<p>Must meet TEKS guidelines.</p> <p>Additional outcomes can be required by campus and/or district.</p> <p>See details here: http://tea.texas.gov/curriculum/teks/</p>	<p>Must meet SACSCOC guidelines, THECB core curriculum requirements, ACC general education competencies, course SLOs (student learning outcomes), and PSLOs (program-level student learning outcomes).</p> <p>See more information here: http://www.austincc.edu/offices/academic-outcomes-assessment/general-education-and-core-curriculum/assessments</p> <p>http://www.thecb.state.tx.us/AAR/UndergraduateEd/WorkforceEd/acgm.htm</p> <p>Assessment of student achievement of learning outcomes at ACC is done through the framework of the Discipline Assessment Cycle (DAC). Every department develops its own assessment plan, which is communicated to faculty teaching courses in that discipline. Additional general information about the DAC can be found at: http://www.austincc.edu/offices/academic-outcomes-assessment/discipline-assessment-cycle</p>

Regulations of Privacy

High School	College*
<p>Follow FERPA - parents and guardians have access to student information.</p>	<p>Follow FERPA - only student has access to information, regardless of their age. Students may choose to fill out paperwork to allow parents to have access.</p> <p>See further information here: http://www.austincc.edu/ferpa</p>

Disability Services

High School	College*
<p>Follow ARD paperwork or 504 plan. All accommodations and modifications must be provided.</p>	<p>In the college setting, course and curriculum modifications are not required for students with disabilities. However, <u>accommodations</u> will be approved by college Student Accessibility Services (SAS) office on a course by course, case by case basis. Approved accommodations must be implemented by faculty.</p>

50 Students must provide a Notice of Approved

	<p>Accommodations signed by an SAS Coordinator to faculty <u>before</u> any accommodations can be provided. <u>Accommodations may not be provided before faculty receive a Notice of Approved Accommodations.</u> The provision of accommodations is not retroactive.</p> <p>Learn more here: http://www.austincc.edu/support-and-services/services-for-students/student-accessibility-services-and-assistive-technology</p>
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Classroom Details

Syllabus

High School	College*
Syllabus requirements are guided by district and/or campus procedures. Students may or may not be given a syllabus for each class.	<p>All faculty are required to provide a syllabus on the first day of class, and to post the syllabus online (see details about online submission below under Administrative Requirements / Other Requirements - lighthouse).</p> <p>There are specific requirements for syllabus content guided by departments.</p> <p>Master syllabi for courses are available online: http://www.austincc.edu/offices/academic-outcomes-assessment/master-syllabi/master-syllabi-repository</p>

Contact Hour Requirements

High School	College*
None for faculty.	SACSCOC and THECB have strict requirements for instructional time per course. Courses are scheduled to fulfill these requirements, so ACC does not allow faculty to end class early, or cancel class.

Calendar

High School	College*
Calendar is more flexible to account for student schedules and school activities.	<p>Due to contact hour requirements, there is very little flexibility in the calendar.</p> <p>You may need to work with your ISD to adjust class meeting days to maintain required contact hours as necessary.</p> <p>The ACC calendar, including withdrawal deadlines and other important dates can be found here: http://www.austincc.edu/calendars/important-dates-and-deadlines</p>

Administrative Requirements

Evaluation Process

High School	College*
School district evaluation policies will be followed.	<p>Evaluated by Department. Faculty must complete portfolios each year, and input forms each semester (FIF). Each department will share their process with faculty.</p> <p>Student evaluations must be completed every semester.</p> <p>See evaluation details here: http://www.austincc.edu/hr/eval/faculty.php</p>

Attendance Certification

High School	College*
Daily attendance is required and must be posted for all courses.	<p>Faculty are not required to take daily attendance, however course attendance certification is required by census date. See details here: http://www.austincc.edu/facstaff/attendance-certification-questions-and-answers</p>

Grade Submission

High School	College*
Guided by district policy in HS only classes.	<p>Grades are submitted online (http://www.austincc.edu/online-services) and deadlines are specified each semester by the academic calendar.</p>

Required Training

High School*	College*
Many required trainings, guided by district and/or campus.	<p>ADA and Sexual Harassment annually.</p> <p>Dual Credit Adjunct Training inclusive of Departmental Training as required (four hours in total); all new faculty must be assigned a mentor.</p>

Professional Development

High School*	College*
District and SBEC rules apply.	ACC requires 12 clock hours for Full-Time faculty and 4 clock hours for Adjunct faculty each fiscal year. Selections must be approved by your department chair.

Departmental Meetings

High School*	College*
Mandatory as determined by campus procedures.	Departments determine meeting frequency. New high school adjuncts are expected to attend at least one generally at the beginning of the Fall or Spring semester.

Other Requirements

High School	College*
Varies by District.	Syllabus, Curriculum Vita (Resume), and office hours must be posted on lighthouse. (http://www5.austincc.edu/lighthouse/) ACCmail (email) is the primary form of communication between the college and faculty members as well as between students and faculty members. All faculty are expected to access their ACCmail regularly. (http://www.austincc.edu/accmail)

How ACC will support you in your teaching

ACCeID

All online resources at ACC are accessed through a secure system. You will need a login and password known as the ACCeID. (<http://www.austincc.edu/acceid>)

Online Learning Management System

High School	College*
Determined by campus and or district. 53	Blackboard is the LMS. Training is available online through Instructional Resources and Technology: http://irt.austincc.edu/blackboard/

Contact person

High School*	College*
High school liaison varies across each campus (i.e. Counselor, Administrator, Coordinator)	High School Programs liaison. Jason Sanchez (jsanche1@austincc.edu) – Interim Director, High School Programs Enrollment and Partnerships Dr. Melissa Biegert (melissa.biegert@austincc.edu) – Director, High School Programs Academic Success Mison Zuniga (mzuniga@austincc.edu) – Interim Associate Vice Chancellor, College and High School Relations

Support for Students and Faculty

ACC provides many services to support students. Faculty should be aware of these, to ensure that students are given the assistance they need. Learn more about ACC support services here:

<http://www.austincc.edu/support-and-services>

Students and faculty can both benefit from ACC Library Services. Learn more about resources here:

<http://library.austincc.edu/>

ACC also has employee associations to support faculty. If you are selected as an adjunct, you may wish to consider taking an active role in the Adjunct Faculty Association: <http://sites.austincc.edu/afa/>

The Texas Community College Teachers Association is an organization devoted to all community college teachers. Here, you can learn about teacher’s issues and get legal support. <http://www.tccta.org/>

Additional Resources

This checklist is just the beginning. There is more to learn about becoming a part of the ACC faculty. We encourage you to explore more by reviewing the ACC Faculty Handbook here:

<http://www.austincc.edu/offices/human-resources/faculty-handbook>

You will also find helpful information on the ACC website for Faculty and Staff:

<http://www.austincc.edu/facstaff2>

Appendix B

Dual Credit Program Agreement

Purpose

ACC and ISD enter into the following program agreement to provide Dual Credit for ISD students. Dual Credit requirements are identified in 19 TAC Chapter 4, Subchapter D, *Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges*, §4.85.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations, §4.84 and ACC Board Policy GH (LEGAL):

Eligible Dual Credit Courses

Eligible dual credit courses are (a) courses identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual and included in ACC's Core Curriculum; **or** (b) be identified as a college-level workforce education course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses. Approved courses for the dual credit program are included at the end of this appendix.

GENERAL PROVISIONS FOR DUAL CREDIT

DEFINITIONS

- 1) Dual credit is defined as enrollment of a high school student in a college to receive simultaneous academic credit for the course from both the college and the high school. This Agreement hereby incorporates by reference all dual credit requirements defined in the Texas Administrative Code ("TAC") and the accreditation requirements established by the Southern Association of Colleges and Schools Commission on Colleges, as such may be amended during its term.

ELIGIBLE COURSES

- 1) Courses must be identified as college-level academic courses in the current edition of the Lower Division General Academic Course Guide Manual and be included in ACC's Core Curriculum; or be identified as a college-level workforce course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses.
- 2) Instruction, instructional materials, and grading will be at the equivalent level of instruction, instructional materials, and grading used for the identical course taught on the main campuses of the College.

STUDENT ELIGIBILITY

- 1) To participate in Dual Credit, students must meet the College's entrance requirements (including satisfactory completion of the Texas Success Initiative (TSI) in the areas required for the course(s) in which they wish to enroll or documentation of exemption status).
- 2) Dual credit students must have successfully completed eighth grade.

LOCATION AND STUDENT COMPOSITION OF CLASSES

Dual credit college classes must be taught on the college campus or on the high school campus or via distance learning. Courses taught at the high school may only be composed of dual credit students only. Courses taught on the college campus may be composed of dual and regular college credit students.

As part of this program agreement, ISD will assign ACC faculty to a classroom to carry out the functions of the dual credit program for courses located on ISD campus. ISD retains control of all classroom space under this agreement. In order to ensure the program is equipped for college-level instruction, ISD will provide the following:

- Adequate board space.
- Computer/Laptop equipment with projection.
- Upon advanced written request from ACC faculty for multimedia equipment, ISD will provide notice of availability of such equipment and provide it if it is available.
- Internet access that lifts ISD's firewall restrictions during delivery of instruction of dual credit courses to ensure comparable delivery of instruction and access to course materials, as found in college-level courses.
- A classroom that is available and ready within allotted instructional class time(s).
- Designated parking location for teaching faculty.

ISD will designate an official contact that will facilitate classroom instructional program needs listed above. ISD will notify ACC High School Programs Office of the name and contact information of the designated liaison.

In addition to Section 9(d) in the Agreement, ISD agrees to provide ACC copies of all documents concerning any applicable rules, regulations, policies and procedures of ISD related to security or restriction, which would be applicable to ACC faculty while present on ISD campus.

TRANSPORTATION

The College assumes no obligation or responsibility for the transportation of students to or from ACC campuses for the dual credit course provided in this agreement.

Dual credit college classes must be taught on the college campus or on the high school campus or via distance learning.

FACULTY SELECTION, SUPERVISION, AND EVALUATION

- 1) All instructors must meet the minimum faculty requirements as specified by ACC in accord with the guidelines of the Southern Association of Colleges and Schools Commission on Colleges.
- 2) The College shall select, supervise, and evaluate instructors for courses that result in the award of credit, regardless of the location of the course.
- 3) High school instructors applying to teach dual credit courses should complete the steps specified in the “Joining the ACC Faculty”. See Appendix A.
- 4) High School instructors who teach dual credit courses on a high school campus as a part of the ISD teaching load will be paid a stipend by ACC \$500 per course section.
- 5) Instructors, even if employed by and paid by an Independent School District, must be supervised in instructional matters by the ACC Department Chair and must meet all administrative and evaluation requirements and attend required faculty training including dual credit faculty training
- 6) Official college transcripts of instructors must be kept on file at the College.
- 7) All availability of courses structured under Dual Credit are contingent upon the availability of ACC faculty. Students may need to take classes on an ACC campus to continue with a sequence.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

- 1) The curriculum for any course offered by ACC for dual credit shall be the regular college curriculum.
- 2) Instruction of college courses that may be used for dual credit shall be held to the same departmental and curricular standards as all other courses in that discipline.
- 3) The same standards of grading shall apply for all courses taught by ACC, regardless of whether the course is delivered on an ACC campus or high school campus.
- 4) To the extent possible, ACC will ensure use of the same textbook for the same course taught within a two-year cycle starting Fall 2022.

ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

Regular academic policies applicable to courses taught at one of the college's campuses also apply to dual credit courses taught at a High School or ACC campus. Students in dual credit courses are eligible to utilize the same or comparable College support services as all other College students.

TRANSCRIPTING OF CREDIT

High School and College credits will be transcribed immediately upon a student's completion of course(s) each semester.

ISD will provide ACC with final transcripts for dual credit students that plan to attend ACC post high school graduation.

FUNDING

The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (TEC 42.005(g)) and the Board (TEC 61.059(p) and (q)). The College may claim funding for all students getting college credit in core curriculum, foreign language, or career and technical education courses.

TUITION AND FEES WAIVER

Austin Community College will waive tuition and fees for up to 12 eligible classes. Out-of-district students will be charged a \$150 per-course fee for courses taken at any ACC Campus, Center, or via distance learning for up to 12 eligible classes. Out-of-district students will not be charged the per-course fee if they take classes scheduled at their high school campus or demonstrate financial need through documented eligibility for free lunch or family eligibility for public assistance. Documentation must be submitted each school year for eligibility.

The dual credit tuition and fees waiver will only be applied to college credit courses that are a part of the ACC Core Curriculum or a workforce course included in a certificate or associate of applied science degree and foreign language courses. All remaining ACC courses will be assessed regular tuition and fees according to a student's residency.

Course withdrawals and dropped courses will be counted against the 12-course waiver limit after the second class day of each session. The student will be charged full tuition and fees based on residency for courses taken above the 12-course waiver limit and non-eligible courses.

The dual credit tuition and fees waiver is subject to change without notice by the ACC Board of Trustees.

District	College Course	College Course Num	High School Course Name
Lockhart	English Composition 1 & 2	ENGL 1301 & ENGL 1302	English III
Lockhart	British Literature	ENGL 2322 or ENGL 2323	English IV
Lockhart	Introduction to Psychology	PSYC 2301	Psychology
Lockhart	Macroeconomics	ECON 2302	Economics
Lockhart	US Government	GOVT 2305	US Government

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:

**TASB RISK MANAGEMENT FUND
INTERLOCAL PARTICIPATION AGREEMENT**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any 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.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. **Other Duties of Fund Member.**

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. **Subrogation and Assignment of Rights.**

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Caldwell County SSA**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

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:



APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

- Counties: Official appointments are made at Commissioners Court.
- Cities, Towns, Villages: Official appointments are made at City Council meetings.
- Organizations: Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

_____ City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

City, County, or Organization being represented

Name of Representative

Position

Address

City, Zip Code

Telephone Number

Fax Number

Email address *(General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)*

Check One:

_____ Reappointment

_____ Filling Vacancy

_____ Changing Representative

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on _____.

Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Please fax this form to 512-916-6001 or email it to dbrea@capcog.org. For questions about completing this form, call Deborah Brea at 512-916-6018.

Lockhart Independent School District Board of Trustees

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RECOMMENDED MOTION:

Lockhart ISD
Budget Amendments
September 26, 2022

									New
							22-23	DR (CR)	22-23
FND	FN	OBJ	SO	ORG	YR-PIC	Code Description	Appropriation	Amendment	Appropriation
1. To amend the budget between functions for technology payroll budget, originally budgeted in incorrect function:									
199	23	6119	00	999	099N00	Professional Personel	178,462	(50,000)	128,462
199	53	6119	01	999	099000	Professional Personel	82,756	50,000	132,756
							261,218	-	261,218
							Submitted by:		
							Nicole Dean		
							Chief Financial Officer		

Lockhart Independent School District Board of Trustees

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RECOMMENDATION:

RECOMMENDED MOTION:



National Cooperative Purchasing Alliance

INTERLOCAL AGREEMENT

Contracting Parties

(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.



National Cooperative Purchasing Alliance

RESOLUTION

Authorizing use of National Cooperative Purchasing Alliance (NCPA)

WHEREAS, the _____ (Agency Name) of _____ (City), Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the purchasing program known as The National Cooperative Purchasing Alliance, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

WHEREAS, after a competitive solicitation and selection process by Region 14 ESC, NCPA has set up a number of Master Agreements to provide goods, products and services based upon national volumes

WHEREAS, the competitive solicitation and selection process required that suppliers allow Participating Public Agencies to purchase goods, products and services on the same terms, conditions and pricing as Region 14 ESC; subject to the applicable local purchasing ordinances and laws of the state of purchase;

NOW, THEREFORE, BE IT RESOLVED BY _____ (Agency Name) OF THE _____ (City), TEXAS AS FOLLOWS:

The _____ (Agency Name) is authorized to enroll and participate in the purchasing program known as The National Cooperative Purchasing Alliance (NCPA) and purchases thru such program shall be deemed to meet the agencies competitive purchasing requirements;

This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20_____.

ATTEST:

(Title)

(Authorized Signature)

(Title)

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Amendments to the 2022-2023 Employee Compensation Plan

Daily Rates:

- 1) All teacher substitute rates will be increased to \$125 on Mondays and Fridays

Lockhart Independent School District Board of Trustees

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LOCKHART I.S.D. BOARD

Tax Collection Report

AUGUST 2022

	August	Prior Months	TOTAL	PRIOR YEAR
2022 Tax Collection	\$0.00	\$0.00	\$0.00	\$0.00
2021 & Prior Collection	\$129,728.28	\$167,622.16	\$297,350.44	\$336,867.01
Total Tax Collection =	\$129,728.28	\$167,622.16	\$297,350.44	\$336,867.01

note: Above figures include penalties and interest collected

2022 Original Levy \$0.00

August 31, 2022 Percent of 2022 Tax Collected (2022 Levy is not created until October)	0.00%
August 31, 2021 Percent of 2021 Tax Collected (On August 31, 2021, 2021 Levy had not been created)	0.00%
August 31, 2020 Percent of 2020 Tax Collected (On August 31, 2020, 2020 Levy had not been created)	0.00%

August 31, 2022 - Balance of Delinquent Tax	\$2,607,023.28
August 31, 2021 - Balance of Delinquent Tax	\$2,417,877.74
August 31, 2020 - Balance of Delinquent Tax	\$2,088,805.71

Corrections made to Current Tax Roll \$0.00

Corrections made to Delinquent Tax Roll \$11,701.15

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$18,709.96

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
Chief Appraiser
Caldwell County Appraisal District

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

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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:

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RECOMMENDED MOTION:

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CLASS SIZE WAIVER – SEPTEMBER 2022

*indicates a bilingual classroom

CAMPUS	GRADE LEVEL	SECTIONS
Bluebonnet	Kinder/Garza*	26
Bluebonnet	4th Grade/Martinez*	27

CAMPUS	GRADE LEVEL	SECTIONS
Navarro	1 st Grade/Anaya	25
Navarro	1 st Grade/Aaron	23
Navarro	1 st Grade Bailey/Lockhart	26
Navarro	2 nd Grade/Adair	23

CAMPUS	GRADE LEVEL	SECTIONS
Carver	Pre-Kinder/Aguillon	23
Carver	Pre-Kinder/Carter	24
Carver	Pre-Kinder/Dozier	24
Carver	Pre-Kinder/Limmer	23
Carver	Pre-Kinder/Longmire	24
Carver	Pre-Kinder/Pleasant	23
Carver	Pre-Kinder/Sawyers	23
Carver	Pre-Kinder/Castillo- Vera*	23
Carver	Pre-Kinder/Gutierrez*	24
Carver	Pre-Kinder/Sanchez*	24
Carver	Pre-Kinder/Veal*	23

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ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The **Lockhart Independent School District** hereby cancels the election scheduled to be held on **November 8, 2022** in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

*El Distrito Escolar Independiente de Lockhart por la presente cancela la elección que, de lo contrario, se hubiera celebrado el **8 de noviembre del 2022** de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:*

Candidate (Candidato)	Office Sought (<i>Cargo al que presenta candidatura</i>)
Michael Wright	At-Large Position (Posición General)
Tom Guyton	At-Large Position (Posición General)
Rebecca Pulliam	At-Large Position (Posición General)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Michael Wright, President (*Presidente*)

Tom Guyton, Secretary (*Secretario*)

Date of adoption (*Fecha de adopción*)

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on November 8, 2022

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 8 de noviembre del 2022.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
At-Large Position (Posición General)	Michael Wright
At-Large Position (Posición General)	Tom Guyton
At-Large Position (Posición General)	Rebecca Pulliam

Signature (Firma)

Printed name (Nombre en letra de molde)

Title (Puesto)

Date of signing (Fecha de firma)

(Seal) (sello)

Instructions for certification of unopposed candidates:

The authority responsible for preparing the ballot must certify the unopposed status to the authority responsible for ordering the election. This document is filed with the presiding officer of the political subdivision. The governing body must meet, accept this certification, and issue an order or ordinance declaring the election cancelled and the unopposed candidates elected. To complete the cancellation process, a copy of the order or ordinance canceling the election must be posted on Election Day at each polling place that would have been used in the election. See sample Order of Cancellation and outlines for additional instructions.

An election* may be cancelled if:

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot* within that election;*and
- 3) Each candidate whose name is to appear on the ballot* is unopposed, with some exceptions;

This means:

- In an all at-large election* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.*
- In an election* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

Note: A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

Instrucciones para la certificación de una elección con candidatos únicos:

La autoridad a cargo de preparar la boleta de votación debe certificar los candidatos únicos sin oposición a la autoridad encargada de ordenar la elección. Este documento se debe presentar al presidente de la subdivisión política. La entidad gobernante debe reunirse, aceptar esta certificación y emitir una orden o una ordenanza en la que declara la cancelación de la elección y la elección de los candidatos únicos sin oposición. Para completar el proceso de cancelación, se debe exhibir el Día de la Elección una copia de la orden u ordenanza de cancelación de la elección en todos los sitios de votación que se hubieran utilizado en la elección. Vea el ejemplo Orden de Cancelación y el resumen para más instrucciones.

Una elección* puede ser cancelada si:

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta* de votación dentro de esa elección**
y
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta* de votación no tienen oposición, con unas excepciones;*

Esto significa:

- *En una elección* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección*.*
- *En una elección* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

Nota: Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.

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