

**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, December 12, 2022 – 6:30 PM**

Notice is hereby given that on December 12, 2022, the Board of Trustees of the Lockhart Independent School District will hold a Regular meeting at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order
2. Presentation of Colors by JROTC
3. Invocation
4. Recognitions
  - A. Academic All-State Football
  - B. School Financial Integrity Rating System of Texas (FIRST) Rating & Government Finance Officers Association Award for 2020 - 2021
5. Public Hearing
  - A. Public Hearing to Discuss the School Financial Integrity Rating System of Texas (FIRST) Rating for 2020-2021 3
6. Public Comment
7. CLOSED SESSION:
  - A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074, (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices) specifically to discuss:
    1. Superintendent's Monthly Performance Review
    2. Superintendent's Performance Goals
8. BUSINESS: CONSENT AGENDA
  - A. Approval of Minutes:
    1. November 28, 2022 16
  - B. Approve Child Care Local Match Agreement 20
  - C. Approve New Staffing for 2022 - 2023 School Year 37
  - D. Review Tax Collection Report 39
  - E. Review Cash Investment Report 41
9. COMMUNICATION:
  - A. Progress Monitoring Data on District Achievement Targets 44
  - B. 2023-2024 Budget Planning Calendar 46
10. COMMUNICATION/ACTION:
  - A. Consider and/or Approve RFP Audio Safety Systems
  - B. Consider and/or Approve Rejecting all bids for CSP for Live Love Lockhart
  - C. Consider and/or Approve Reorganization of Officers of the School Board
11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST\*

12. BENEDICTION

13. 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 December 9, 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.



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Superintendent

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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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:

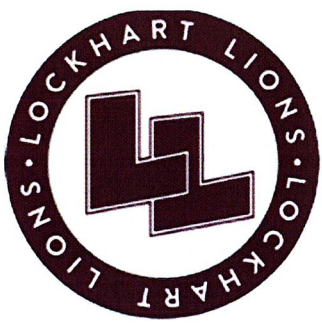
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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



## OFFICE OF BUSINESS AND FINANCE

Lockhart ISD • 105 S. Colorado St. • Lockhart, Texas 78644 • phone: 512.398.0000 • fax: 512.398.0021  
www.lockhartisd.org

December 12, 2022

Lockhart ISD Board of Trustees and Superintendent Estrada,

I am pleased to present the Schools Financial Integrity Rating System of Texas (FIRST) report for the 2020-21 school year. There are four ratings that TEA could assign. Lockhart ISD has received the highest rating, A=Superior for the fiscal year 2020-2021. The report is always one fiscal year behind because the 2021-2022 fiscal year has not been reported to the Texas Education Agency yet, due to normal reporting time lines.

Since the Schools FIRST rating inception in 2003 for the 2001-2002 school year, Lockhart ISD has received the highest rating each year. The administration is very proud of this achievement.

The Texas Administrative Code, Title 19, Section 109.1001(I) includes the rules regarding disclosures of information to the public, including a comparison between Lockhart ISD and state standards, as well as reimbursements and gifts to the School Board and the Superintendent. It also requires the disclosure of the current Superintendent's contract. All required disclosures are included with this report.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Nicole Dean', with a stylized flourish at the end.

Nicole Dean  
Chief Financial Officer

<b>Financial Integrity Rating System of Texas (FIRST)</b>				
<b>Using Data for Fiscal Year Ended June 30, 2021</b>				
<b>Current</b>		<b>Lockhart</b>	<b>State</b>	<b>Indicator</b>
<b>Indicator #</b>	<b>Indicator Description</b>	<b>ISD</b>	<b>Standard</b>	<b>Rating</b>
	<b><i>Critical Indicators</i></b>			
1	Was the Annual Financial Report filed within one month after November 27th or January 28th deadline depending upon the district's fiscal year end date (June 30th or August 31st)?	Date Rec'd = 11/18/2021	12/28/21	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole?	Yes	Yes	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	Yes	Yes	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	No	Yes	No
5	Was the total unrestricted net asset balance (Net of Accretion of Interest on Capital Appreciation Bonds) in the Governmental Activities Column in the Statement of Net Assets Greater than Zero?	Indicator not scored for FY 20-21		
6	Was the average change in fund balances (assigned and unassigned) over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?	Yes	Yes	Yes
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?	205.974	10 points for >= 90	10 points
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	3.0343	10 points for >= 3.00	10 points
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)?	0.1537	10 points for >= 0%	10 points
10	Did the school district's average less than a 10 percent variance when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	Indicator not scored for FY 20-21		

<b>Financial Integrity Rating System of Texas (FIRST)</b>				
<b>Using Data for Fiscal Year Ended June 30, 2021</b>				
<b>Current</b>		<b>Lockhart</b>	<b>State</b>	<b>Indicator</b>
<b>Indicator #</b>	<b>Indicator Description</b>	<b>ISD</b>	<b>Standard</b>	<b>Rating</b>
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to the support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator.	0.6149	10 points for >= .07 student membership growth	8 points
12	Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?	3.7566	10 points for <= 4	10 points
13	Was the administrative cost ratio equal to or less than the threshold ratio?	.0837	10 points for <= 0.10	10 points
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years?	Yes	Yes	10 points
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA?	Indicator not scored for FY 20-21		
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?	0	3%	Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state or federal funds?	Yes	Yes	Passed
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state or federal funds?	Yes	Yes	10 points
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	Yes	Yes	5 points
20	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget?	Yes	Yes	Passed
	<b>Score:</b>	<b>95</b>		
	<b>Rating:</b>	<b>A=Superior</b>		

## School FIRST Annual Financial Management Report

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005. Effective 2/3/11.

The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

### Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site.

If published on the Internet, the contract is to remain accessible for twelve months.

### Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period  
Ended June 30, 2021

	M. Estrada	B Sanchez	S Johnson	T. Guyton	W. Burnett	R Rayos	S Lockhart	M Wright
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Meals	\$ 75.55				\$ 25.00	\$ 25.00		
Lodging	\$ 919.28		\$ 705.75		\$ 825.90	\$ 825.90		
Transportation	\$ 319.12		\$ 75.71		\$ 75.71	\$ 72.80		
Motor Fuel								
Other	\$ 3,340.00	\$ 156.00	\$ 470.00	\$ 475.00	\$ 525.00	\$ 591.00	\$ 436.00	\$ 35.00
Total	\$ 4,653.95	\$ 156.00	\$ 1,251.46	\$ 475.00	\$ 1,451.61	\$ 1,514.70	\$ 436.00	\$ 35.00

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).

Motor fuel – Gasoline.

Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

### Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period  
Ended June 30, 2021

Name(s) of Entity(ies)	Amount Received
None reported	\$ -
Total	\$0.00

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

### Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any) (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

For the Twelve-Month Period  
Ended June 30, 2021

	M. Estrada	B Sanchez	S Johnson	T. Guyton	W. Burnett	R Rayos	S Lockhart	M Wright
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Total (none reported)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Note** – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

### Business Transactions Between School District and Board Members

For the Twelve-Month Period  
Ended June 30, 2021

	M. Estrada	B Sanchez	S Johnson	T. Guyton	W. Burnett	R Rayos	S Lockhart	M Wright
	Superintendent	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Board Member 5	Board Member 6	Board Member 7
Amounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Note** - The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

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## Superintendent Term Contract

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This Contract is entered into between the Board of Trustees (the “Board”) of LOCKHART INDEPENDENT SCHOOL DISTRICT (the “District”) and MARK ESTRADA (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, for a four-year term, beginning April 4, 2022, and ending April 4, 2026. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
  - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
  - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three calendar days of the event.
  - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

- 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Residency:** The Superintendent shall maintain a residence within the geographic boundaries of the District while Superintendent of the District.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
  - 5.1 **Salary:** The Superintendent shall be paid Two Hundred and Forty-Nine Thousand One Hundred and 00/100 Dollars (\$249,100.00) per year.
    - (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
    - (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
  - 5.2 **Texas Teacher Retirement System Salary Supplement.** The District shall continue to supplement the Superintendent's annual salary by an amount equal to one hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular semi-monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
  - 5.3 **Longevity Award.** If the Superintendent is employed by the District on June 30, 2024, the District shall pay the Superintendent a lump sum payment of Fifty Thousand and 00/100 Dollars (\$50,000.00).

5.4 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

(a) **Leave.** The Superintendent shall receive the same number of days of leave as authorized by Board policy for administrative employees on 12-month contracts. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to other employees under Board policy. The Superintendent shall schedule vacation and leave days with prior written approval of the Board President and at times that will least interfere with the performance of the Superintendent's duties. Each year of this contract, the Superintendent shall be reimbursed his daily rate of pay for a maximum of ten, unused leave days.

(b) **Transportation.** The District shall provide the Superintendent with an automobile allowance in the sum of Two Hundred Fifty dollars (\$250.00) per month. This payment is in lieu of mileage expense reimbursement, gasoline, insurance, or other charges associated with in-District travel.

(c) **Professional memberships.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall reimburse the Superintendent for the cost of membership in up to two professional educational organizations and four local civic organizations, subject to advance approval by the Board.

(d) **Insurance Premiums**

1. **Health Insurance.** The District shall pay premiums for health benefits for the Superintendent in accordance with the group health care plan provided by the District for all full-time employees of the District.

2. **Family Insurance.** The District shall reimburse the Superintendent for costs incurred by the Superintendent for health insurance for his immediate family (defined for the purposes of this provision to include his spouse and children). The District shall make payments pursuant to this reimbursement monthly, upon receipt of payment of health insurance premiums by Superintendent.

3. **Life Insurance.** The District shall provide the Superintendent with a term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000). The district shall pay the premiums for the life insurance policy for the duration of this Agreement. The life insurance policy shall be owned by

the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.

(e) **Business Expenses.** The District shall reimburse the Superintendent, according to Board policy, for expenses incurred by the Superintendent in the performance of the Superintendent's duties. The Superintendent shall be reimbursed for travel on District business out of the District at the standard mileage rate approved by the Internal Revenue Service. If the Superintendent receives reimbursement for travel, lodging or other expenses from another entity or organization, the Superintendent shall not also be reimbursed by the District for the same expenses.

(f) **Technology Allowance.** The District will provide the Superintendent with a technology allowance of One Hundred Dollars (\$100.00) per month.

(g) **Professional Development.** The Board encourages the continued professional growth of the Superintendent through reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, with the advance approval of the Board. The District shall reimburse the Superintendent for the reasonable expense of such professional activities up to a maximum of Four Thousand and 00/100 dollars (\$4,000.00) each district fiscal year, in accordance with the adopted budget and the Board's policies regarding expense reimbursement.

6. **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee may attend such meetings, subject to the exceptions noted above. Notwithstanding the terms of this provision, the parties may agree to excuse the Superintendent from any Board meeting or closed session.

7. **Indemnification.** To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as a Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined by the Board that Superintendent committed official

misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and by the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Section exceeds the authority provided and the limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination of this contract.

8. **Goals and Evaluation.**

**8.1 Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

**8.2 Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

**8.3 Confidentiality.** Unless the Board and Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

**8.4 Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

9. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

10. **Termination, Nonrenewal, and Resignation of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be governed by

Texas Education Code chapter 21. Notwithstanding anything to the contrary in Texas Education Code chapter 21, the Superintendent shall be entitled to written notice not later than the 45<sup>th</sup> day before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed non-renewal of the Superintendent's Contract with the District.

11. **General Provisions.**

11.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

11.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

11.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

11.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

11.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

11.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

12. **Notices.**

12.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

12.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the

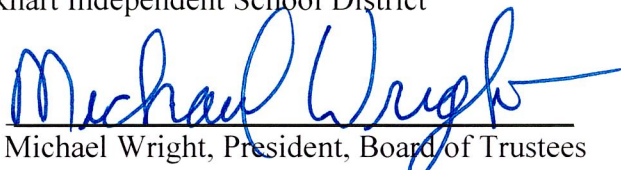
Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent:   
Mark Estrada

Date signed: 4/4/22

Lockhart Independent School District

By:   
Michael Wright, President, Board of Trustees

Date signed: 4/4/2022

# Minutes of Regular Meeting

## The Board of Trustees Lockhart Independent School District

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A Regular meeting of the Board of Trustees of Lockhart Independent School District was held Monday, November 28, 2022, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

1. Call to Order was at 6:30 p.m. by Board President Michael Wright. Other members present were Dr. Barbara Sanchez, Rebecca Pulliam, Warren Burnett, Tom Guyton, Sam Lockhart, and Rene Rayos.
2. Presentation of Colors by JROTC
3. Invocation was given by Trustee Burnett
4. Recognition
  - A. 8th-grade A-Team District Champions
  - B. THSCA Academic All-State for Cross Country and Volleyball
  - C. Best of Caldwell County LISD Winner 2022
5. PUBLIC HEARING:
  - A. Public Hearing for the possible designation of a reinvestment zone related to Chapter 313 application from Exodus Solar, LLC.

None.

### 6. Public Comment

None.

### 7. COMMUNICATION/ACTION:

- A. Administer Oath of Office to Unopposed Trustee for At-Large Position

Mr. Guyton was sworn-in.

### B. Intruder Detection Audit

This presentation was given by the Caldwell County Sheriff, Mike Lane.

### 8. CLOSED SESSION:

- A. Adjourned to Closed Session: Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation

Regarding Real Property); 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); Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations); and Texas Government Code Section 551.129 (Consultation with attorney may be handled telephonically) specifically to discuss:

1. Consultation with legal counsel regarding Chapter 313 application from Exodus Solar, LLC including negotiations, status and reinvestment zone. Texas Gov't Code, Section 551.071, 551.087 and 551.129.
2. Intruder Detection Audit
3. Reorganization of Officers of the School Board
4. Superintendent's Monthly Performance Review

**The Board of Trustees on Monday, November 28, 2022 convened at 6:56 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the Texas Government Code Section 551.071 (Consultation with Attorney); 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); Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations); and Texas Government Code Section 551.129 (Consultation with attorney may be handled telephonically). The Board ended its closed session at 8:31 PM on Monday, November 28, 2022. No votes, decisions, or actions were taken while in closed session.**

9. COMMUNICATION/ACTION:

- A. Consider and/or Approve Reorganization of Officers of the School Board

The Board tabled this item.

- B. Possible action to adopt Criteria & Guidelines for Creating a Reinvestment Zone

**Trustee Sanchez made the motion that the Board adopt the Criteria & Guidelines as presented in our packet. Trustee Rayos seconded the motion. The motion carried, 7-0.**

- C. Possible action to adopt Resolution Designating Exodus Solar, LLC Reinvestment Zone

**Trustee Burnett made the motion to adopt the Resolution Designating the Exodus Solar, LLC Reinvestment Zone. Trustee Sanchez seconded the motion. The motion carried, 7-0.**

10. Business: Consent Agenda
- A. Approval of Minutes:
  1. October 24, 2022
  2. November 21, 2022
- B. Approve Budget Amendments
- C. Review Tax Collection Report
- D. Review Cash Investment Report

**Trustee Sanchez made the motion that the Board approve the consent agenda as presented. Trustee Pulliam seconded the motion. The motion carried, 7-0.**

11. COMMUNICATION:
  - A. Student Demographic Projections Report

This presentation was given by Brent Alexander, School District Strategies. No action was taken.

- B. Progress Monitoring Data on District Achievement Targets

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

- C. Special Services Department Update

This update was given by the Director of Special Services, Melody McIntosh. No action was taken.

- D. Board President and Superintendent Employee Forum Update

This update was given by the Board President, Michael Wright and Superintendent, Mark Estrada. No action was taken.

12. COMMUNICATION/ACTION:
  - A. Consider and/or Approve RFP for Audio Safety Systems

This item was tabled to next month.

- B. Consider and/or Approve HB 1525 - Human Sexuality Curriculum recommended by the SHAC

**Trustee Sanchez made the motion that the Board approve the HB 1525 - Human Sexuality Curriculum recommended by the SHAC. Trustee Burnett seconded the motion. The motion carried, 7-0.**

C. Consider and/or Approve Purchase of a Portables Building

**Trustee Rayos made the motion that the Board approve the purchase of the classroom portables from Palomar Modular Buildings for \$212,315. The administration also recommends approving the District Costs of \$318,721 and amending the budget for both amounts. Trustee Guyton seconded the motion. The motion carried, 7-0.**

13. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST\*

14. BENEDICTION was given by Trustee Guyton

15. ADJOURNMENT was at 10:46 p.m. by Board President Michael Wright

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Michael Wright, Board President

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Tom Guyton, Board Secretary

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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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:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

# Texas Workforce Commission

## Child Care Local Match Contribution Agreement

### General Agreement Terms

Please enter Contributor and Local Workforce Development Board (Board) information, including the local workforce development area(s) (workforce area) and the amount of pledged local funds.

**Name of Contributor:** Lockhart Independent School District

**Board Legal Entity Name:** Workforce Solutions Rural Capital Area

**Workforce Area:** Rural Capital Area

**Donation Amount:** \$ \_\_\_\_\_ **Transfer Amount:** \$ \_\_\_\_\_

**Certification of Expenditures Amount:** \$48,805

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the workforce area(s) listed above or within the state if indicated through this agreement. All parties understand and agree that:

- the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and
- this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

### Signatures

The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

**For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their**

**agencies effective** 10/1/2022 , **and continuing through** 12/31/2023

**Contributor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **E-mail (optional):** \_\_\_\_\_

**Board Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** Paul Fletcher

**Title:** CEO **E-mail (optional):** \_\_\_\_\_

## Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code § 9801 *et seq.*).

Pursuant to federal regulations (45 Code of Federal Regulations (C.F.R.) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

## Contributions from a Private Entity to TWC

For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to an administrative proceeding before the Commission.
  - Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code § 2001.003(1), that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
  - Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission’s acceptance of this agreement, Texas Labor Code § 301.021(b) and Texas Government Code § 575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code § 2001.144.
- If the contributor is a for-profit entity, the contributor does not currently:
  - have a contract with TWC for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
  - have a bid in response to a request for proposal for such contract before TWC.

**This condition does not apply to a contract or bid that relates only to providing child care services.**

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

## Contributions from a Private Entity to a Board

For contributions from a private entity to a Board, consistent with Labor Code § 301.021(b)–(d) and Texas Government Code § 575.005:

- the contributor is not party to a Board-level complaint or appeal pursuant to 40 Texas Administrative Code, Chapter 823, Subchapter B.
  - Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal before the Commission’s acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.
- If the contributor is a for-profit entity, the contributor does not currently:

- have a contract with the Board for services or products of a value of fifty thousand dollars (\$50,000) or greater; or
- have a bid in response to a request for proposal for such contract before the Board.

**This condition does not apply to a contract or bid that relates only to providing child care services.**

- Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code § 301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

## Contributor Agreement

The contributor agrees as follows:

- To remit to TWC the pledged local share in accordance with the contributions schedules and payment plans specified in the local agreement.
- For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the “Texas Workforce Commission” and submitted to TWC.
- For private donations made to the Board, the contributor must remit the donation to the Board.
- To keep and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:
  - the period specified by the Board’s record retention policies for such records,
  - seven (7) years after the end date of this agreement, or
  - until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- To certify that the expenditures used as child care match are eligible for federal match and were not used to match other federal funds.
- Donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor’s facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.

## Board Agreement

The Board agrees as follows:

- To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- To ensure that certified public expenditures (if applicable):
  - represent expenditures eligible for federal match;
  - were not used to match other federal funds;
  - were not federal funds unless authorized by federal law to be used to match other federal funds; and
  - do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).
- To ensure that donations from private entities:
  - are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - do not revert to the donor's facility or use;
  - are not used to match other federal funds;
  - shall be certified both by the donor and by TWC;
  - shall be subject to the audit requirements in 45 C.F.R. § 98.65; and
  - shall be subject to federal reporting (Entities shall provide the Board and TWC, upon request, data needed for federal reporting purposes.).
- To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

## Board and Contributor Agreement

The Board and the Contributor agree as follows:

- That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- "Child Care Local Match Contribution Information" is incorporated by reference.
- To comply with federal regulations in 45 C.F.R. § 98.55, relating to matching fund requirements, and 45 C.F.R. § 98.56, relating to restrictions on the use of funds.
- To submit a certification of expenditures report, certifying that the child care-related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.

- If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least thirty (30) days in advance of such termination. Such written notification will be sent to the contributor's address as specified in the Child Care Local Match Contributor Information section in this agreement.

### Board Information

Complete the section below regarding the Board.

**Board Legal Entity Name** Workforce Solutions Rural Capital Area

**Street Address:** 701 E. Whitestone Blvd. Suite 200

**City:** Cedar Park **State:** Texas **Zip Code:** 78613

512-244.7966 Ex.

**Board Staff Contact Name:** Gabriella Westbrook **Phone:** 5013 **Fax:** \_\_\_\_\_

**Board Staff Contact E-mail Address:** Gabriella.westbrook@ruralcapital.net

### Contributor Information

Complete the section below regarding the Child Care Local Match Contributor.

**Contributor Name:** Lockhart Independent School District

**Street Address:** 419 Bois D' Art Street

**City:** Lockhart **State:** Texas **Zip Code:** 78664

**Type of Entity:** Independent School District

**Name of Fiscal Agent (if applicable):** N/A

**Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:** 17460016359

**Contributor Contact Name:** \_\_\_\_\_ **Phone:** 512-398-0246 **Fax:** \_\_\_\_\_

**Contributor Contact E-mail Address:** \_\_\_\_\_

## Originating Agreement Information

Please fill out the information below regarding the type of contribution and pledged local match amount.

**Type of Contribution:**

- Donation (Private Entity)
- Transfer (Public Entity)
- Certification (Public Entity)

**Pledged Local Match Amount:** \$48,805

Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement

**The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes.**  Yes  No

**Program Number:** 1523CCMC02

**The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas.**  Yes  No

**Did a Board Member assist in securing this local match agreement?**  Yes  No

**If yes, Name of Board Member:** \_\_\_\_\_

**How did the Board Member assist?** \_\_\_\_\_

## Cash Contributions

Use of funds description for cash contributions: The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements. Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

**Direct Child Care**

The funds will be used for:

- direct child care services;
- for eligible children and families meeting TWC and Board eligibility criteria; and
- at child care providers eligible under TWC rules.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local and Federal Funding Amount for Direct Child Care:** \$ \_\_\_\_\_

**Child Care Quality Improvement**

The funds will be used for quality improvement activities allowable under TWC rule § 809.16.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local and Federal Funding Amount for Child Care Quality Improvement:** \$ \_\_\_\_\_

**Administration and Operations**

The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies.

**Planned Local and Federal Funding Amount for Administration and Operations:** \$ \_\_\_\_\_

**Total planned local and federal funds resulting from donations and transfers:** \$ \_\_\_\_\_

## Certification of Expenditures

Use of funds description for Certification of Expenditures: The descriptions below describe:

- the allowable child care services or activities that resulted in local certified expenditures,
- the source of the local funds, and
- the Board's planned use of the matched federal funds resulting from the certification of expenditures.

Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

No restrictions can be placed on use of funds by contributor.

### Planned Local Fund Use

#### Direct Child Care

Expenditures certified by the contributor resulted from:

- **direct child care services provided by the following child care provider, organization, or entity:**

Cub House Child Development Center, Teen Parent Program for Lockhart ISD

- direct child care services provided to children under 13 years of age; and
- the amount of local match expenditures being proportional to the low-income population in the area served using the expenditures.

**Source of Local Funds:** Local tax dollars, school general revenue funds

**Planned Local Funding Amount for Direct Child Care:** \$48,805

#### Child Care Quality Improvement

Expenditures certified by the contributor resulted from quality improvement activities allowable under TWC rule § 809.16.

**Source of Local Funds:** \_\_\_\_\_

**Planned Local Funding Amount for Child Care Quality Improvement:** \$ \_\_\_\_\_

## Certification of Expenditures (cont.)

### Planned Federal Fund Use

**Direct Child Care**

The federal funds will be used in the following order of priority:

**1. for direct child care services provided (include a brief description of use of the funds):**

**For eligible residents at eligible providers in the Board Area**

**(No restrictions will be placed on use of funds by contributor)**

2. for eligible children and families meeting TWC and Board eligibility criteria; and
3. at child care providers eligible under TWC rules.

**Planned Federal Funding Amount for Direct Child Care:** \$97,610.00

**Child Care Quality Improvement**

The funds will be used for quality improvement activities allowable under TWC rule § 809.16.

**Planned Federal Funding Amount for Child Care Quality Improvement:** \$

**Administration and Operations**

The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies

**Planned Federal Funding Amount for Administration and Operations:** \$

**Total planned local and federal funds resulting from certifications of expenditures:** \$146,415.00

## Donation/Transfer Payment(s) (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule § 800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

Private donor cash donations—submit one original signed form to: TWC’s Workforce Board Grants department, 101 East 15th Street, Room 104T, Austin, Texas 78778-0001.

1.	Donation/Transfer Date:		Actual Amount:	\$
2.	Donation/Transfer Date:		Actual Amount:	\$
3.	Donation/Transfer Date:		Actual Amount:	\$
4.	Donation/Transfer Date:		Actual Amount:	\$
5.	Donation/Transfer Date:		Actual Amount:	\$
6.	Donation/Transfer Date:		Actual Amount:	\$
7.	Donation/Transfer Date:		Actual Amount:	\$
8.	Donation/Transfer Date:		Actual Amount:	\$
9.	Donation/Transfer Date:		Actual Amount:	\$
10.	Donation/Transfer Date:		Actual Amount:	\$
11.	Donation/Transfer Date:		Actual Amount:	\$
12.	Donation/Transfer Date:		Actual Amount:	\$
	<b>TOTAL</b>			\$

## Public Entity Certification of Expenditures (Local Funds) Schedule

In compliance with the Contributor Agreement section of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below. Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address [ccm.agreements@twc.texas.gov](mailto:ccm.agreements@twc.texas.gov).

	Certification Period				Reporting Date	Planned Amount of Expenditures
	From		to			
1.	From	10/1/2022	to	9/30/2023	10/31/2023	\$ 48,805
2.	From		to			\$
3.	From		to			\$
4.	From		to			\$
5.	From		to			\$
6.	From		to			\$
7.	From		to			\$
8.	From		to			\$
9.	From		to			\$
10.	From		to			\$
11.	From		to			\$
12.	From		to			\$

<b>TOTAL</b>	\$ 48,805
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**Explanation is required below if reporting dates are outside the contract end date:**

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Please call the Board’s assigned contract manager if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to [open.records@twc.texas.gov](mailto:open.records@twc.texas.gov) or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

## Certification of Expenditures by a Public Entity

Name of Contributing Public Entity: Lockhart Independent School District

The public entity named above certifies expenditures in the amount of \$ 48,805

to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55.

By signing below, the public entity named above certifies that the funds specified above:

- are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- are not used to match other federal funds;
- represent expenditures eligible for federal match; and
- do not represent expenditures for public prekindergarten programs as referenced in 45 C.F.R. § 98.55(h).

Signature of authorized agent: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

## Joint Certification of Funds Donated to TWC from Private Sources

Name of Donor: \_\_\_\_\_

The Donor named above contributes funds in the amount of \$ \_\_\_\_\_

to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

### Donor's Certification

Signature of authorized agent: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

### TWC's Certification

Signature of authorized agent: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

## Joint Certification of Funds Donated to the Board from Private Sources

Name of Donor: \_\_\_\_\_

The Donor named above contributes funds in the amount of \$ \_\_\_\_\_ to the \_\_\_\_\_ **Workforce Development Board** to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 C.F.R. § 98.55(e)(2).

By signing below, the Donor, Board, and TWC certify that the donated funds specified above:

- are available and represent expenditures eligible for federal match;
- are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- do not revert to the Donor's facility or use; and
- are not used to match other federal funds.

### Donor's Certification

Signature of authorized agent: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

### Board's Certification

Signature of authorized agent: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

### TWC's Certification

Signature of authorized agent: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

**TEXAS WORKFORCE COMMISSION**  
**Local Match Pledge Payment Coupon & Certification of Expenditures Form**

Boards must use this Texas Workforce Commission (TWC) Local Match Pledge Payment Coupon & Certification of Expenditures Form to: 1) provide TWC with information about completed local match pledge contributions (i.e., donations, transfers, and certifications); 2) accompany donations that the Board collects from a private entity and remits to TWC as local match; and 3) collect signed attestations from public entities for the completion of certifications of child care expenditures that those contributors pledged to the Board as local match. Boards may provide this form to contributors, but must collect the form and any related payments of donations from the contributor. Only Boards may submit this form and related payments to TWC. Contributors must not send this form or related payments directly to TWC.

<b>Received From Contributors Listed Below and Submitted Through:</b>		Date:	10/1/2022
Board Number and Name: 15- Workforce Solutions Rural Capital Area		Check Number:	_____
Board Address: 701 E. Whitestone Blvd. Suite 200 Cedar Park, Texas 78613		Name of Board Contact:	Gabriella Westbrook
		Board Contact's Telephone #:	512-244-7966 ext. 5013

**\* Type of Pledge: (D) Donation (T) Transfer (C) Certification -- If certifying expenditures, also complete the bottom portion of this form.**

	TWC Contract # / Subcontract #	Contributor Name	Contributor Tax I.D.	Amount	Type *
1	1522CCM001	Lockhart ISD	17460016359	\$ 48,805.00	C
2					
3					
4					
5					
6					
7					
8					
9					
10					
<b>Total Check Amount</b>				\$ 48,805.00	

If necessary, use additional pages.

Certification of Child Care Expenditures					
Certified Local Share:	Quality Improvement			40 TAC §809.16	Subcontract Period: 10/1/2021-09/30/2022
	Direct Care Services	\$	48,805.00	45 CFR §98.20	
	Total Expenditures	\$	48,805.00		
<p>The certified expenditures are to be used as state matching funds to draw available federal matching funds as authorized in the Child Care and Development Fund (CCDF) regulations at <i>Title 45 CFR §98.53</i>. By signing below, the public entity named above certifies that the funds specified above:</p> <ol style="list-style-type: none"> <li>are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;</li> <li>are not used to match other federal funds;</li> <li>represent expenditures eligible for federal match; and</li> <li>do not represent expenditures for public prekindergarten programs as referenced in <i>Title 45 CFR §98.53(h)</i> of CCDF regulations.</li> </ol>					
_____ Signature - Contributor's Representative			_____ Date		
_____ Printed Name - Contributor's Representative			_____ Title		

Contributors must not send this form or related payment remittances directly to TWC. Boards must submit this form and all related payment remittances to TWC as follows:

Boards must send Donation & Transfer Local Match remittance and payment coupons to: Texas Workforce Commission Attn: Revenue and Trust Management, Depository Section P.O. Box 322 Austin, Texas 78767-0322	Boards must send Certification of Local Match forms to: (email is preferred) <a href="mailto:childcare.localmatch@twc.texas.gov">childcare.localmatch@twc.texas.gov</a> Texas Workforce Commission 101 E. 15th Street, Room 446 Austin, Texas 78778-0001
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Boards may direct questions concerning this form to Natalie Quintanilla at the following:  
512-936-4367 or [nquintan@twc.texas.gov](mailto:nquintan@twc.texas.gov)

# Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

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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:

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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

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**Lockhart ISD  
Cash Investments Report  
As of November 30, 2022**

	Texas Term	Texpool	First Lockhart	District Funds Total
General Fund	\$ 287,607	\$ 20,533,309	\$ 2,912,916	\$ 23,733,832
Redemption Fund			\$ 2,178	\$ 2,178
Interest & Sinking Fund	\$ 736,227	\$ 3,223,809	\$ 72,090	\$ 4,032,127
Payroll			\$ 1,525,796	\$ 1,525,796
School Nutrition	\$ 6,753	\$ 2,548,683	\$ 487,961	\$ 3,043,397
Maintenance Debt Service			\$ 1,600	\$ 1,600
<b>District Funds</b>	<b>\$ 1,030,587</b>	<b>\$ 26,305,802</b>	<b>\$ 5,002,542</b>	<b>\$ 32,338,930</b>
C.D. Marshall JHS Scholarship		\$ 31,146		\$ 31,146
G.F. Hudnall Scholarship		\$ 15,288		\$ 15,288
J.M. Moore Scholarship		\$ 5,120		\$ 5,120
L. White Scholarship		\$ 14,295		\$ 14,295
Mary Barron Canning Sanders Schol.		\$ 6,090		\$ 6,090
Fiduciary Funds			\$ 10,314	\$ 10,314
Hazelett Scholarship		\$ 6,750		\$ 6,750
Roland Endowment Scholarship			\$ 20,627	\$ 20,627
Canning Engineering Scholarship		\$ 23,915		\$ 23,915
Mohle Scholarship		\$ 1,023		\$ 1,023
Top Ten Scholarship			\$ 161,600	\$ 161,600
<b>Scholarship Funds</b>	<b>\$ -</b>	<b>\$ 103,628</b>	<b>\$ 192,541</b>	<b>\$ 296,168</b>
Monthly rate in Bank/Pool:	3.77%	3.92%	1.00%	

<b>Earnings from Temporary Investment Budget Amount (General Fund)</b>	<b>\$ 25,000.00</b>
<b>Earnings Realized</b>	<b>\$ 223,056</b>
<b>Budget Balance (Interest received in excess of budget)</b>	<b>\$ (198,056)</b>

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**Lockhart ISD**  
**Budget Planning Calendar**  
**2023-2024 Budget Adoption**

<b>Target Date</b>	<b>Activity/Process</b>	<b>Responsibility</b>
12/12/2022	Budget planning calendar reviewed with school board	Superintendent, CFO
1/25/2023	Budget process and campus budget preparation outlined to Leadership	Superintendent, CFO, Accountant
1/25/2023	Preliminary projected enrollments developed	CFO
1/25/2023	Preliminary revenue projections	CFO
1/28/2023	Campus Improvement Committee advisory review	CIC
2/10/2023	Deadline for submission of all budgets including capital outlay requests	Principals/Directors
2/27/2023	Review of 2022-23 Budget at board meeting (comparison of current budget to actual)	Superintendent, CFO
3/1/2023	Projected enrollments developed and revision of revenue projections	CFO
3/28/2023	TASB Market Review report presented to school board	Superintendent, Director of HR, and CFO
3/28/2023	Preliminary draft budget update presented to school board	Superintendent, CFO
3/28/2023	Review personnel staffing	Superintendent and Asst. Supts.
3/31/2023	Admin Meets with campus/programs to review alignment of proposed campus/program budgets with District and Campus Improvement Plans	Admin/Principals/Directors
3/31/2023	Administrative review of building maintenance and renovation priorities	Superintendent and Asst. Supts.
3/31/2023	Complete superintendent's review of preliminary district budget, personnel requirements, facility requirements, and projected revenue	Superintendent and Asst. Supts.
<b>4/10/2023</b>	<b>Special Called meeting - Board Budget workshop</b>	<b>Superintendent &amp; Administration</b>
4/10/2023	Presentation to school board to review proposed salary schedules for all employees	Superintendent, CFO, Director of HR
4/10/2023	Preliminary budget update presented to school board	Superintendent and School Board
4/30/2023	Estimated Certified Values Due from Appraisal District	CCAD Chief Appraiser
4/30/2023	Review draft of district budget	Superintendent
<b>5/8/2023</b>	<b>Special Called meeting - Board Budget workshop</b>	<b>Superintendent &amp; Administration</b>
5/15/2023	Review projected revenue estimates	Superintendent, CFO
5/15/2023	Tax rate and rollback tax rate calculations	CFO/Appraisal District
5/15/2023	Adoption of 2022-2023 Employee Compensation Plan	Superintendent and School Board
5/15/2023	At regular school board meeting: Board reviews a public hearing date to discuss the budget and reviews proposed tax rate to be published.	Superintendent & Administration
5/26/2023	Complete near final budget draft	Superintendent, CFO
<b>6/5/2023</b>	<b>Special Called meeting - Board Budget workshop</b>	<b>Superintendent &amp; Administration</b>
6/5/2023	At regular school board meeting: Board approves a public hearing date to discuss the budget and approves tax rate to be published.	Superintendent & Administration
6/6/2023	Advertisement delivered to the newspaper	CFO
6/15/2023	Advertise official public budget hearing ( <b>must be a quarter page ad</b> )	CFO
6/26/2023	Official public budget hearing - <b>advertise no later than 10 days or earlier than 30 days prior to meeting</b>	School Board, Superintendent & CFO
6/26/2023	Budget adopted (see <b>note</b> below)	School Board

TEA mandates these dates as legal requirements for budgets: **June 18th** - Budget must be prepared, and **June 30th** - The district budget must be adopted by this date.