

**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, May 13, 2024 – 6:30 PM**

Notice is hereby given that on May 13, 2024, 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. CTE Award - Caliber Collision
 - B. 4-H Youth Recognition
 - C. Elementary & Junior High Million Word Readers
 - D. Texas Association of School Business Officials (TASBO) Award of Merit for Purchasing
5. Public Comment
6. COMMUNICATION/ACTION:
 - A. Consider and/or Approve Name for New Elementary School #6
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
8. Business: Consent Agenda
 - A. Approval of Minutes:
 1. April 22, 2024 3
 2. May 6, 2024 6
 - B. Approve 2024-2025 Board of Trustees Regular Meeting Schedule 7
 - C. Approve Bond Oversight Committee Nominations 10
 - D. Approve the TEA Low Attendance Waiver 12
 - E. Review Cash Investment Report 19
 - F. Review Tax Collection Report 22
9. COMMUNICATION:
 - A. Progress Monitoring Data on District Achievement Targets 25
 - B. Review 2024-2025 ESC-13 Commitment Forms 27
 - C. Review Transportation Management Services contract with Goldstar Transit 35
 - D. Review of Custodial Management Services contract with Southeast Service Corporation d/b/a SSC Service Solutions 37
 - E. Review 2024 Tax Rate to be Published 39

F. Review Date for Public Meeting on 2024-2025 Budget	44
G. Property & Casualty Bid	46
10. COMMUNICATION/ACTION:	
A. Consider and/or Approve 2024-2025 Employee Compensation Plan	48
B. Consider and/or Approve Attendance Rezoning Committee	50
C. Consider and/or Approve Delegate and Alternate for Texas Association of School Boards (TASB) 2024 Convention Delegate Assembly	52
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 salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision; 4) a reminder about an upcoming event organized or sponsored by the governing body; 5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official employee of the school district.

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

Texas Government Code Section:

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

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

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

On this day of May 10, 2024, 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.



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, April 22, 2024, 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, Tom Guyton, Sam Lockhart, Rene Rayos. Warren Burnett was absent.
2. Presentation of Colors by JROTC
3. Invocation was given by Trustee Guyton
4. Recognitions
 - A. Technology Student Association (TSA) State Winners
 - B. FFA Stock Show Winners
 - C. Soccer THSCA Academic All-State Recipients
 - D. Lockhart Junior High School Color Guard
 - E. Lockhart High School Color Guard
5. Public Comment

Mary Eisenburg addressed her concerns regarding booster clubs using gun raffles to help raise money for Project Graduation.

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. Intruder Detection Audit

The Board of Trustees on Monday, April 22, 2024 convened at 7:05 PM in closed session in accordance with the Texas Open Meetings Act for the purposes of discussing items listed under the Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee) and Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices). The Board ended its closed

session at 8:27 PM on Monday, April 22, 2024. No votes, decisions, or actions were taken while in closed session.

7. BUSINESS: CONSENT AGENDA

A. Approve Minutes:

1. March 25, 2024
2. April 8, 2024

B. Approve 2024-2025 Instructional Materials Allotment and TEKS Certification Form

C. Approve Science Adoption

D. Approve Expenditure for Lockhart High School Project Graduation

E. Approve Pre-Kindergarten and Kindergarten Summer Progress Report

F. Approve Graduation Alliance Contract

G. Approve District of Innovation Amendments

H. Approve the TEA Low Attendance Waiver

I. Review 2024-2025 Board of Trustees Regular Meeting Schedule

J. Review Tax Collection Report

K. Review Quarterly Investments Report

Item 7-D was pulled.

Trustee Sanchez made the motion to approve the business consent agenda as presented, items A-K with the exception of 7-D. Trustee Rayos seconded the motion. The motion carried, 7-0.

Further discussion regarding 7-D was had before a separate vote was taken.

Trustee Guyton made the motion to approve 7-D. Trustee Rayos seconded the motion. The motion carried, 7-0.

8. COMMUNICATION

A. Parent Forum Update

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

B. Parent & Employee Engagement Survey

This update was given by the Director of Human Resources, Dana Sidle. No action was taken.

C. Navigate to '28 Update

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

D. Progress Monitoring Data on District Achievement Targets

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

E. Districtwide Intruder Detection Audit Report Findings

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

9. COMMUNICATION/ACTION

A. Consider and/or Approve Staffing for the 2024-2025 School Year

Trustee Lockhart made the motion that the Board approve the positions and stipends as presented for the 2024-2025 fiscal year. Trustee Rayos seconded the motion. The motion carried, 7-0.

B. Consider and/or Approve TASB Advocacy Agenda

Trustee Sanchez made the motion that the Board approve the TASB Advocacy Agenda for the 89th Texas Legislative Session as presented. Trustee Guyton 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 9:33 p.m. by Board President Michael Wright

Michael Wright, Board President

Tom Guyton, Board Secretary

Minutes of Special Meeting

The Board of Trustees Lockhart Independent School District

A Special meeting of the Board of Trustees of Lockhart Independent School District was held Monday, May 6, 2024, beginning at 6:30 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644.

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

2. Public Comment

None.

3. COMMUNICATION:

A. 2024-2025 Staffing and Budget Session

This presentation was given by Nicole Weiser, Chief Financial Officer. No action was taken.

4. COMMUNICATION/ACTION:

A. Consider and/or Approve Staffing for the 2024-2025 School Year

Trustee Sanchez made the motion that the Board approve the positions and stipends as presented for the 2024-2025 fiscal year. Trustee Rayos seconded the motion. The motion carried, 7-0.

B. Consider and/or Approve Budget Amendments

Trustee Guyton made the motion that the Board approve the budget amendments as presented. Trustee Sanchez seconded the motion. The motion carried, 7-0.

5. ADJOURNMENT was at 7:52 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 innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



LOCKHART INDEPENDENT SCHOOL DISTRICT

419 Bois D'Arc Street • Lockhart, Texas 78644 • phone: 512.398.0000 • fax: 512.398.0031
www.lockhart.isd.org

2024-2025 Board of Trustees Regular School Board Meetings

Location: M.L. Cisneros Education Support Center, 419 Bois D' Arc
Regular Board meetings begin at 6:30 p.m.

- Monday, August 26, 2024
- Monday, September 23, 2024
- Monday, October 28 2024
- Monday, November 18, 2024 (3rd Monday)
- Monday, December 16, 2024 (3rd Monday)
- Tuesday, January 21, 2025
- Monday, February 24, 2025
- Monday, March, 24, 2025
- Monday, April, 28, 2025
- Monday, May 19, 2025 (3rd Monday)
- Monday, June 2, 2025 (Special Called Board Meeting)
 - Monday, June 23, 2025
 - Monday, July 28, 2025

Unless otherwise noted, regular meetings occur on the 4th Monday of the month.

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 innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Entity	Name	Cal	Operational Days	Grade Level	Total Days Membership	Total Ineligible Days Present	Total Eligible Days Present	Refined ADA	Percentage Of Attendance
001	LOCKHART HIGH SCHOOL	001	1	09	617.0	0.0	182.0	182.00	29.50
			1	10	475.0	0.0	168.0	168.00	35.37
			1	11	462.5	0.0	161.0	161.00	34.81
			1	12	402.0	0.0	123.0	123.00	30.60
			1	ALL	1956.5	0.0	634.0	634.00	32.40
		DMC	1	09	10.0	0.0	6.0	6.00	60.00
			1	10	5.0	0.0	4.0	4.00	80.00
			1	11	7.0	0.0	2.0	2.00	28.57
			1	12	1.0	0.0	1.0	1.00	100.00
			1	ALL	23.0	0.0	13.0	13.00	56.52
038	PRIDE HIGH SCHOOL	038	1	09	1.0	0.0	1.0	1.00	100.00
			1	10	8.0	0.0	2.0	2.00	25.00
			1	11	17.0	0.0	11.0	11.00	64.71
			1	12	12.0	0.0	8.0	8.00	66.67
			1	ALL	38.0	0.0	22.0	22.00	57.89
		DMC	1	11	2.0	0.0	0.0	0.00	0.00
			1	ALL	2.0	0.0	0.0	0.00	0.00
045	LOCKHART JUNIOR HIGH	045	1	06	493.0	0.0	353.0	353.00	71.60
			1	07	480.0	0.0	358.0	358.00	74.58
			1	08	469.0	0.0	337.0	337.00	71.86
			1	ALL	1442.0	0.0	1048.0	1048.00	72.68
		DMC	1	06	3.0	0.0	2.0	2.00	66.67
			1	07	5.0	0.0	4.0	4.00	80.00
			1	08	3.0	0.0	1.0	1.00	33.33
			1	ALL	11.0	0.0	7.0	7.00	63.64
101	CLEAR FORK	101	1	01	82.0	0.0	55.0	55.00	67.07
			1	02	96.0	0.0	74.0	74.00	77.08
			1	03	97.0	0.0	69.0	69.00	71.13
			1	04	80.0	0.0	63.0	63.00	78.75
			1	05	90.5	0.0	63.0	63.00	69.61
			1	KG	88.0	0.0	59.0	59.00	67.05
			1	ALL	533.5	0.0	383.0	383.00	71.79
102	CARVER EARLY EDUCATI	102	1	PK	142.5	4.0	111.5	111.50	81.05
			1	ALL	142.5	4.0	111.5	111.50	81.05
		EEP	1	EE	8.0	0.0	7.5	7.50	93.75
1	ALL		8.0	0.0	7.5	7.50	93.75		
103	NAVARRO	103	1	01	104.0	0.0	73.0	73.00	70.19
			1	02	97.0	1.0	70.0	70.00	73.20
			1	03	121.0	0.0	89.0	89.00	73.55
			1	04	91.0	0.0	60.0	60.00	65.93
			1	05	101.0	0.0	73.0	73.00	72.28
			1	KG	92.0	0.0	66.0	66.00	71.74
			1	ALL	606.0	1.0	431.0	431.00	71.29

Entity	Name	Cal	Operational Days	Grade Level	Total Days Membership	Total Ineligible Days Present	Total Eligible Days Present	Refined ADA	Percentage Of Attendance
104	PLUM CREEK	104	1	01	72.0	0.0	68.0	68.00	94.44
			1	02	82.0	0.0	68.0	68.00	82.93
			1	03	87.0	0.0	75.0	75.00	86.21
			1	04	97.0	0.0	85.0	85.00	87.63
			1	05	100.0	0.0	85.0	85.00	85.00
			1	KG	95.0	0.0	83.0	83.00	87.37
			1	ALL	533.0	0.0	464.0	464.00	87.05
105	BLUEBONNET ELEMENTAR	105	1	01	91.0	0.0	78.0	78.00	85.71
			1	02	101.0	0.0	82.0	82.00	81.19
			1	03	99.0	0.0	83.0	83.00	83.84
			1	04	91.0	0.0	76.0	76.00	83.52
			1	05	101.0	0.0	81.0	81.00	80.20
			1	KG	102.0	0.0	77.0	77.00	75.49
			1	ALL	585.0	0.0	477.0	477.00	81.54
106	ALMA BREWER STRAWN E	106	1	01	96.0	0.0	84.0	84.00	87.50
			1	02	99.0	0.0	82.0	82.00	82.83
			1	03	94.0	0.0	76.0	76.00	80.85
			1	04	105.0	0.0	88.0	88.00	83.81
			1	05	99.0	0.0	84.0	84.00	84.85
			1	KG	74.0	0.0	64.0	64.00	86.49
			1	ALL	567.0	0.0	478.0	478.00	84.30
REPORT TOTALS:					6447.5	5.0	4076.0	4076.00	63.30

***** End of report *****

TSDS PEIMS SUPERINTENDENT'S SUMMARY REPORT OF STUDENT ATTENDANCE

LEA-level Data | All Methods (Combined)

Campuses: All

2022 - 2023 Summer Collection, Accepted Submission

LEA: 028902 - LOCKHART ISD

Instruction Method: All Methods (Combined)

Summary Totals By Six-week Reporting Period

	Six-week 1	Six-week 2	Six-week 3	Six-week 4	Six-week 5	Six-week 6	Total
A. Days Taught (LEA Maximum)	26	26	26	25	27	33	163
B. Days Membership	161,831.5	163,592.5	163,576.0	157,844.0	170,334.0	207,522.5	1,024,700.5
C. Total Days Absent	10,669.5	16,882.0	15,171.5	14,052.5	15,477.5	20,701.5	92,954.5
D. Total Days Present	151,162.0	146,710.5	148,404.5	143,791.5	154,856.5	186,821.0	931,746.0
E. Total Ineligible Days	601.0	524.0	516.0	466.0	463.0	577.0	3,147.0
F. Total Eligible Days	150,561.0	146,186.5	147,888.5	143,325.5	154,393.5	186,244.0	928,599.0
G.1 BE - Elig Days Bilingual/ESL	41,601.0	43,903.0	44,802.5	43,992.0	47,620.5	58,011.0	279,930.0
G.2 D1 - Elig Days Bil Dual Lang	5,695.0	5,994.0	6,125.0	5,914.0	6,527.0	7,965.0	38,220.0
G.3 D2 (EB) - Elig Days Bil Dual Lang	0.0	0.0	0.0	0.0	0.0	0.0	0.0
G.4 D2 (Non-EB) - Elig Days Bil Dual Lang	0.0	0.0	0.0	0.0	0.0	0.0	0.0
H.1 Early Ed Eco Dis Elig Days	31,351.0	30,289.0	30,669.0	29,313.0	31,618.0	38,084.0	191,324.0
H.2 Early Ed Lang Elig Days	14,881.0	14,597.0	14,956.0	14,747.0	16,211.0	19,800.0	95,192.0
I. Elig Days Res Fac	0.0	0.0	0.0	0.0	0.0	0.0	0.0
J. Elig Days Preg Rel Serv	9.0	6.0	8.0	32.0	34.0	40.0	129.0
K. Elig Days SpecEd Main	6,112.5	6,090.5	6,588.0	6,461.5	7,261.5	8,752.5	41,266.5
L.1 BE - Bil/ESL Refined ADA	1,600.038	1,688.577	1,723.173	1,759.680	1,763.722	1,757.909	1,715.517
L.2 D1 - Bil Dual Lang Refined ADA	219.038	230.538	235.577	236.560	241.741	241.364	234.136
L.3 D2 (EB) - Bil Dual Lang Refined ADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000
L.4 D2 (Non-EB) - Bil Dual Lang Refined ADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000
M. Res Fac Refined ADA	0.000	0.000	0.000	0.000	0.000	0.000	0.000
N. SpecEd Main Refined ADA	235.096	234.250	253.385	258.460	268.944	265.227	252.560
O.1 Early Ed Eco Dis Refined ADA	1,205.808	1,164.962	1,179.577	1,172.520	1,171.037	1,154.061	1,174.661
O.2 Early Ed Lang Refined ADA	572.346	561.423	575.231	589.880	600.407	600.000	583.215
P. Preg Related Serv FTE	0.10	0.07	0.09	0.38	0.37	0.36	0.23
Q.1 Career & Technical Ed FTE - Tier 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Q.2 Career & Technical Ed FTE - Tier 2	409.41	386.90	385.71	378.60	372.04	365.88	383.09
Q.3 Career & Technical Ed FTE - Tier 3	185.98	174.67	172.80	180.89	173.34	169.92	176.27
R. Special Education FTE	182.79	189.75	196.73	200.71	200.43	202.59	195.50
S. Regular Program Ref ADA	5,012.623	4,871.237	4,932.775	4,972.819	4,972.467	4,905.360	4,944.547
T. Total Refined ADA	5,790.807	5,622.558	5,688.019	5,733.020	5,718.278	5,643.758	5,699.407
U. Percent in Attendance	93.4%	89.7%	90.7%	91.1%	90.9%	90.0%	90.9%

NOTE: Detail may not add to totals due to rounding.

NOTE 2: This report has been expanded to include attendance fields that were implemented for remote learning. In addition to a combined All Methods page, this report has separate pages for each remote learning instructional method for all rows, excluding Days Taught, Days Membership, Total Days Absent, Total Days Present, Total Ineligible Days, and Percent in Attendance.

TSDS PEIMS SUPERINTENDENT'S SUMMARY REPORT OF STUDENT ATTENDANCE

LEA-level Data | All Methods (Combined)

Campuses: All

2022 - 2023 Summer Collection, Accepted Submission

LEA: 028902 - LOCKHART ISD

Instruction Method: All Methods (Combined)

Cumulative Totals and Averages through Each Six-week Reporting Period

	Six-week 1	Six-week 2	Six-week 3	Six-week 4	Six-week 5	Six-week 6
A. Days Taught (LEA Maximum)	26	52	78	103	130	163
B. Days Membership	161,831.5	325,424.0	489,000.0	646,844.0	817,178.0	1,024,700.5
C. Total Days Absent	10,669.5	27,551.5	42,723.0	56,775.5	72,253.0	92,954.5
D. Total Days Present	151,162.0	297,872.5	446,277.0	590,068.5	744,925.0	931,746.0
E. Total Ineligible Days	601.0	1,125.0	1,641.0	2,107.0	2,570.0	3,147.0
F. Total Eligible Days	150,561.0	296,747.5	444,636.0	587,961.5	742,355.0	928,599.0
G.1 BE - Elig Days Bilingual/ESL	41,601.0	85,504.0	130,306.5	174,298.5	221,919.0	279,930.0
G.2 D1 - Elig Days Bil Dual Lang	5,695.0	11,689.0	17,814.0	23,728.0	30,255.0	38,220.0
G.3 D2 (EB) - Elig Days Bil Dual Lang	0.0	0.0	0.0	0.0	0.0	0.0
G.4 D2 (Non-EB) - Elig Days Bil Dual Lang	0.0	0.0	0.0	0.0	0.0	0.0
H.1 Early Ed Eco Dis Elig Days	31,351.0	61,640.0	92,309.0	121,622.0	153,240.0	191,324.0
H.2 Early Ed Lang Elig Days	14,881.0	29,478.0	44,434.0	59,181.0	75,392.0	95,192.0
I. Elig Days Res Fac	0.0	0.0	0.0	0.0	0.0	0.0
J. Elig Days Preg Rel Serv	9.0	15.0	23.0	55.0	89.0	129.0
K. Elig Days SpecEd Main	6,112.5	12,203.0	18,791.0	25,252.5	32,514.0	41,266.5
L.1 BE - Bil/ESL Refined ADA	1,600.038	1,644.308	1,670.596	1,692.867	1,707.038	1,715.517
L.2 D1 - Bil Dual Lang Refined ADA	219.038	224.788	228.385	230.428	232.691	234.136
L.3 D2 (EB) - Bil Dual Lang Refined ADA	0.000	0.000	0.000	0.000	0.000	0.000
L.4 D2 (Non-EB) - Bil Dual Lang Refined ADA	0.000	0.000	0.000	0.000	0.000	0.000
M. Res Fac Refined ADA	0.000	0.000	0.000	0.000	0.000	0.000
N. SpecEd Main Refined ADA	235.096	234.673	240.910	245.298	250.027	252.560
O.1 Early Ed Eco Dis Refined ADA	1,205.808	1,185.385	1,183.449	1,180.717	1,178.781	1,174.661
O.2 Early Ed Lang Refined ADA	572.346	566.885	569.667	574.720	579.857	583.215
P. Preg Related Serv FTE	0.10	0.08	0.09	0.16	0.20	0.23
Q.1 Career & Technical Ed FTE - Tier 1	0.00	0.00	0.00	0.00	0.00	0.00
Q.2 Career & Technical Ed FTE - Tier 2	409.41	398.16	394.01	390.16	386.53	383.09
Q.3 Career & Technical Ed FTE - Tier 3	185.98	180.32	177.82	178.59	177.54	176.27
R. Special Education FTE	182.79	186.27	189.76	192.50	194.08	195.50
S. Regular Program Ref ADA	5,012.623	4,941.930	4,938.878	4,947.363	4,952.384	4,944.547
T. Total Refined ADA	5,790.807	5,706.683	5,700.461	5,708.601	5,710.536	5,699.407
U. Percent in Attendance	93.4%	91.5%	91.3%	91.2%	91.2%	90.9%

NOTE: Detail may not add to totals due to rounding.

NOTE 2: This report has been expanded to include attendance fields that were implemented for remote learning. In addition to a combined All Methods page, this report has separate pages for each remote learning instructional method for all rows, excluding Days Taught, Days Membership, Total Days Absent, Total Days Present, Total Ineligible Days, and Percent in Attendance.

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 innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**Lockhart ISD
Cash Investments Report
As of April 30, 2024**

	Texas Term	Texpool	First Lockhart	District Funds Total
General Fund	\$ 377,874	\$ 16,311,680	\$ 2,941,962	\$ 19,631,515
Redemption Fund			\$ 2,245	\$ 2,245
Interest & Sinking Fund	\$ 1,430,504	\$ 7,733,773	\$ 130,426	\$ 9,294,704
Payroll			\$ 1,413,157	\$ 1,413,157
School Nutrition	\$ 7,253	\$ 932,196	\$ 644,721	\$ 1,584,170
2023 Bond Proceeds	\$ 66,070,251		\$ 565,107	\$ 66,635,358
District Funds	\$ 67,885,883	\$ 24,977,649	\$ 5,697,617	\$ 98,561,148
C.D. Marshall JHS Scholarship		\$ 32,503		\$ 32,503
G.F. Hudnall Scholarship		\$ 16,464		\$ 16,464
L. White Scholarship		\$ 15,395		\$ 15,395
Mary Barron Canning Sanders Schol.		\$ 6,558		\$ 6,558
Fiduciary Funds			\$ 16,679	\$ 16,679
Roland Endowment Scholarship			\$ 21,262	\$ 21,262
Canning Engineering Scholarship		\$ 25,755		\$ 25,755
Mohle Scholarship		\$ 1,101		\$ 1,101
Top Ten Scholarship			\$ 156,145	\$ 156,145
Scholarship Funds	\$ -	\$ 97,775	\$ 194,086	\$ 291,861
Monthly rate in Bank/Pool:	5.45%	5.49%	3.00%	

Earnings from Temporary Investment Budget Amount (General Fund)	\$ 750,000.00
Earnings Realized	\$ 893,451
Budget Balance (Interest received in excess of budget)	\$ (143,451)

Lockhart Independent School District Board of Trustees

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LOCKHART I.S.D. BOARD

Tax Collection Report

APRIL 2024

	April	Prior Months	TOTAL	PRIOR YEAR
2023 Tax Collection	\$289,302.98	\$27,461,779.13	\$27,751,082.11	\$29,037,177.43
2022 & Prior Collection	\$64,399.31	\$1,064,814.86	\$1,129,214.17	\$1,247,849.46
Total Tax Collection =	\$353,702.29	\$28,526,593.99	\$28,880,296.28	\$30,285,026.89

note: Above figures include penalties and interest collected

2023 Original Levy \$30,259,092.56

April 30, 2024 Percent of 2023 Tax Collected 92.46%

April 30, 2023 Percent of 2022 Tax Collected 94.18%

April 30, 2022 Percent of 2021 Tax Collected 94.55%

April 30, 2024 - Balance of Delinquent Tax \$2,450,905.94

April 30, 2023 - Balance of Delinquent Tax \$1,985,129.02

April 30, 2022 - Balance of Delinquent Tax \$1,859,419.25

Corrections made to Current Tax Roll (\$30,533.30)

Corrections made to Delinquent Tax Roll (\$10,878.07)

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$18,533.34

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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RECOMMENDED MOTION:

EDUCATION SERVICE CENTER REGION 13
***Eduphoria!* and/or TEKS Bank Item Bank**
Subscription Licensing Agreement (SLA) for Renewing Districts
2024-2025 School Year

School District/Charter Name: LOCKHART ISD

The above listed district/charter agrees to purchase *Eduphoria!* (EdTech contract #ET20200707) and/or **TEKSBank Item Bank** from Education Service Center Region 13 during the 2024-2025 school year.

Description:

ESC Region 13, in an agreement with *Eduphoria!*, will support the *Eduphoria!* Suite, **NEW Aware Premium, Strive and Forethought** for Region 13 districts. **TEKSBank Item Bank** is supported through Education Service Center, Region 10 with the assistance of ESC Region 13.

Education Service Center Region 13 agrees to:

- Provide full access to the *Eduphoria!* online system.
- Coordinate with Region 10 **TEKSBank** team and *Eduphoria!* on end-user issues.
- Provide consultation and technical assistance.
- Provide fee-based training for teachers, leaders and system administrators.

Each participating school district agrees to:

- Designate a district contact/representative for coordination purposes, including but not limited to, maintenance of district databases, allocation of district level accounts, and participation in update training.
- Abide by the terms of the District User License Agreement attached.
- **Provide the ESC *Eduphoria!* Team contact with a system administrator district login.**

2024-2025 Pricing information for renewing district licenses *Eduphoria!* and/or **TEKSBank**

LICENSE PACKAGES	FEE/Campus	# of Licenses	EXT PRICE
Eduphoria Suite (all six applications)	\$ 3150	9	28,350.00
Aware (Maintenance) Only available to select districts	\$ 1925		0.00
Aware Premium Only	\$ 2645		0.00
Aware Premium + Strive	\$ 3232		0.00
TEKSBank Item Bank Cost per Student	\$ 1.30	6,604	8,585.20
District Enrollment Count October 2023*: 6,604			
Total Cost:			\$ 36,935.20

*Source - Ask TED fall count previous school year

District PO Number include ET20200707	
Name of District Contact Person	<i>Ty J. Davidson</i>
Email address	<i>ty.davidson@lockhart.txed.net</i>
Phone	<i>512-398-0043</i>

Please return to:
 Attn: Dixie Binford
 Administrative Specialist
 dixie.binford@esc13.txed.net
 512-919-5148



[Handwritten Signature]
 Signature of Superintendent/Designee



EDUPHORIA SOFTWARE LICENSE AGREEMENT

This Agreement ("**Agreement**") is entered into by and between you, a Texas public school district or organization ("**Customer**"), and Eduphoria! Incorporated, a Texas corporation ("**Eduphoria**"), for the Eduphoria software that accompanies this Agreement and may include associated media, printed materials, "online" or electronic documentation, and internet-based services (collectively, the "**Software**"). By installing or otherwise using the Software, Customer consents to the terms of this Agreement and agrees to be bound by the terms of this Agreement.

1. Grant of License

Subject to the terms and conditions of this Agreement, Eduphoria grants Customer an enterprise, non-sublicensable, non-exclusive and non-transferable license ("**License**") to use the Software, in object code form only, and only in accordance with the applicable end user documentation, if any, and only in accordance with the terms and conditions of this Agreement. THE SOFTWARE IS PROVIDED "AS IS" AND IS SUBJECT TO THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY FOUND IN THIS AGREEMENT.

Customer is responsible for obtaining and maintaining all computer hardware, software, devices, and communications equipment needed to use the Software and for paying all third-party access charges (e.g., kiosk, ISP, telecommunications) incurred while accessing the Software.

The Software is protected by copyright and other intellectual property laws and treaties. Eduphoria or its suppliers own the title, copyright, and other intellectual property rights in the Software and/or have the right to use, sublicense or distribute the Software. Customer agrees to implement reasonable security measures to protect such copyrighted material and intellectual property rights. THE SOFTWARE IS LICENSED, NOT SOLD. Upon termination of this Agreement for any reason, Customer shall destroy and cease to use the Software. Customer agrees not to disclose, provide, or otherwise make available any of the copyrighted material or intellectual property in any form to any third party without the prior written consent of Eduphoria.

Customer shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software; or copy (except for archival purposes, and in which case only one copy of the Software may be made), rent, lease, distribute, assign, or otherwise transfer rights to the Software; use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on the Software. Eduphoria reserves all rights not expressly granted to Customer in this Agreement.

This Agreement applies to updates, supplements, add-on components, or Internet-based services components of the Software that Eduphoria may provide to Customer or make available to Customer after the date Customer obtains the initial copy of the Software, unless Eduphoria provides other terms along with the updates, supplements, add-on components, or Internet-based services components. Any and all improvements to the Software shall be owned by Eduphoria.

2. License Fees

In consideration for the License granted under this Agreement, unless otherwise agreed, Customer will pay Eduphoria the then-current license fee, which will be billed on a per school basis and invoiced to Customer on an annual basis. Full payment for invoices issued in any given month must be received by Eduphoria 30 days after the mailing date of the invoice, or the License may be terminated. Customer agrees to provide Eduphoria with accurate and complete billing information, including Customer's name, address, and telephone number and to update this information within 30 days of any change in such information.

The Software is licensed per school. Customer may acquire additional licenses for schools in its district at the same license fee for up to three years after the purchase of the initial License. The license fee is an annual subscription fee that covers ongoing product updates. Ongoing maintenance fees may be assessed in accordance with our then-current rates, which may be increased from time to time, but in no event will the increase be more than 10% in any given year.

3. Eduphoria's Obligations

Upon execution of this Agreement, Eduphoria will deliver the Software to Customer in a format appropriate for Customer's platform, together with accompanying documentation.

Eduphoria guarantees the Software will perform the functions it is advertised to perform, notwithstanding any warranties or limitations of liability to the contrary in this Agreement, provided that Customer has installed Software on the appropriate platform and complied with any other system, software, hardware or firmware requirements set forth by Eduphoria. Eduphoria, in its sole discretion, will exchange or repair any Software that is not performing as it is advertised to perform, subject to the Limited Warranty provisions specified in this Agreement.

4. Term and Termination

This Agreement and the License granted under this Agreement become effective on the date the Software is installed and/or activated and continues until terminated by either party pursuant to this Section 4.

Either party may terminate this Agreement by providing 30 days' written notice to the other party in advance of the termination date. Either party may also terminate this Agreement immediately, without prior notice or liability, if the other party breaches any of the terms or conditions of this Agreement. To terminate this Agreement, Customer must send written notice to Eduphoria's business office via electronic message, postal mail, or fax. If Eduphoria terminates this Agreement, Eduphoria will send written notice to Customer's primary contact via electronic message, postal mail, or fax. Eduphoria will remove access to the Software on the termination date. Upon termination, Customer will not receive any refund of license fees paid.

Upon termination, Customer will immediately cease all use of the Software and any documentation and return, remove, or destroy all copies of the Software and any documentation. Eduphoria may, but is not obligated to, delete archived data. Except for the License granted herein, and except as otherwise expressly provided herein, all sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, warranty disclaimers, and limitations of liability. Termination is not an exclusive remedy, and all other remedies will be available whether or not the license is terminated.

5. Training and Support

Training is not included in this Agreement, however, training days may be purchased as part of a separate agreement, pursuant to the terms of such separate agreement.

Subject to the terms hereof, Eduphoria will provide Customer with email support services and telephone support services for the Software for the duration of this Agreement. Telephone support services will extend from 8:00am Central Time to 5:00pm Central Time Monday through Friday as commercially reasonable. Email support services will be provided in a timely and commercially reasonable manner during this same time frame. While additional email support will often be provided outside of this time frame, no guarantee can be provided for response time. Emergency situations will be given priority, but no specific response time can be guaranteed.

6. Limited Warranty

Eduphoria warrants that for a period of 90 days from the date of shipment or from the date of download that: (i) the media upon which the Software is furnished will be free of defects in material and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy, and the entire liability of Eduphoria and its suppliers under this limited warranty, will be, at Eduphoria's option, either repair or replacement of the Software or refund of the license fee paid for the Software. In no event does Eduphoria warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

This warranty does not apply if the Software: (i) has been altered, except by Eduphoria; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Eduphoria; (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (iv) is used in ultra-hazardous or unlawful activities.

7. Restrictions and Policies

Customer will not use, permit use of, or cause to be used the Software in any way for hacking, spying, disseminating or transmitting data to any person who does not have specific permission to access the data. Customer agrees not to transmit through the Software any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. Customer will only use the Software for lawful purposes, in compliance with all applicable laws including, without limitation, intellectual property, defamation, and other relevant laws. Unlawful activities may include (without limitation) storing, distributing or transmitting any copyrighted or trademarked material; storing, distributing or transmitting any unlawful material; unauthorized use, storage, distribution or transmission of personally identifiable data; attempting to compromise the security of any account in the Software; or make direct or indirect threats of physical harm.

8. Customer Data

Eduphoria warrants that it will take all commercially reasonable steps to maintain the confidentiality of student and staff data received from Customer. Eduphoria agrees to maintain such confidential data in accordance with the relevant laws and any local policies that are communicated to Eduphoria. Eduphoria acts as an agent and representative of Customer in the translation, import, and/or analysis of data, however, such agency is limited solely to the translation, import, and/or analysis of data exchanged through the use of the Software. Access to personally identifiable data will not be allowed for anyone other than the Eduphoria staff directly responsible for the support, translation, import, and/or analysis of the data. Data will be provided by Eduphoria only to persons or entities authorized by Customer.

Eduphoria shall not:

(a) Disclose Confidential Student Educational Records (as defined in subsection d) to any person or entity except:

(i) Those that need to know the Confidential Student Educational Records for the purposes this Agreement and agree to be bound by the provisions of this Section; or

(ii) In compliance with a lawfully issued subpoena or court order.

(b) Use the Confidential Student Educational Records for any purpose other than the purposes this Agreement contemplates.

(c) Return of Confidential Student Educational Records

Upon the written request by Customer, within thirty (30) calendar days, Eduphoria must return to Customer or destroy all Confidential Student Educational records. If Eduphoria destroys the Confidential Student Educational Records, Eduphoria must certify that it has done so in writing and deliver that certificate to within thirty (30) calendar days of Licensee's initial written request for Eduphoria to return or destroy all Confidential Student Records.

(d) Definition of Confidential Student Educational Records

"Confidential Student Educational Records" means those records, files, documents, and other materials which (a) contain information directly related to a student; and (b) are maintained by an educational agency. See FERPA, 20 U.S.C.A. 1232g and accompanying regulations.

9. Limitation of Liability

EDUPHORIA'S TOTAL LIABILITY, IF ANY, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE LICENSE FEES PAID BY CUSTOMER TO EDUPHORIA FOR THE PRECEDING TWELVE (12) MONTHS FROM THE TIME OF THE EVENT RESULTING IN THE ALLEGED LIABILITY OCCURS. EDUPHORIA, ITS LICENSORS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OF PROFITS OR REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER OR BY ANY THIRD PARTY. NOTWITHSTANDING ANY DISCLAIMERS TO THE CONTRARY IN THIS AGREEMENT, EDUPHORIA WARRANTS THAT IT HAS GOOD TITLE OR LICENSE TO THE SOFTWARE PROVIDED TO CUSTOMER. EDUPHORIA FURTHER WARRANTS THAT IT HAS THE RIGHT TO LICENSE AND DOES HEREBY LICENSE THE USE OF THE SOFTWARE TO CUSTOMER.

10. Confidentiality

Customer acknowledges that the Software and documentation, and all information relating to the business and operations of Eduphoria that Customer learns or has learned during the term of this Agreement is the valuable, confidential, and proprietary information of Eduphoria (collectively, "Confidential Information"). During the term of this Agreement, and at all times afterward, Customer and its employees, contractors, consultants, and agents will: (i) safeguard the Confidential Information with the same degree of care that it uses to protect its own confidential information; (ii) maintain the confidentiality of the Confidential Information; (iii) not use the Confidential Information except as permitted under this Agreement; and (iv) not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Eduphoria.

The confidential restrictions in this Section 10 do not apply to any information that: (i) is already lawfully in Customer's possession (unless received pursuant to a nondisclosure agreement); (ii) is or becomes generally available to the public through no fault of Customer; (iii) is disclosed to Customer by a third party who may transfer or disclose such information without restriction; (iv) is required to be disclosed by Customer as a matter of law (provided Customer will use all reasonable efforts to provide Eduphoria with prior notice of such disclosure and to obtain a protective order therefore); (v) is disclosed by Customer with Eduphoria's approval; and (vi) is independently developed by Customer without any use of Confidential Information.

Customer acknowledges that any breach of this Section 10 by Customer will irreparably harm Eduphoria. Accordingly, in the event of a breach, Eduphoria is entitled to promptly seek injunctive relief in addition to any other remedies that Eduphoria may have at law or

in equity.

11. Miscellaneous

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Eduphoria may assign, transfer or sublicense this Agreement without Customer's consent. This Agreement may not be assigned, transferred or licensed by Customer except with Eduphoria's prior written consent. This Agreement will be governed by and construed in accordance with the laws of the state of Texas without regard to the conflict of laws provisions thereof. Mandatory and exclusive venue for any action will be Collin County, Texas. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Eduphoria in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not a signatory hereto.

Nothing in this Agreement will be construed to waive, modify or amend any legal defense available to Customer, or any past or present Trustee, officer, agent, or employee, including but not limited to governmental or individual immunity from suit as provided by law.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

The persons executing this Agreement on behalf of Customer and Eduphoria represent that they are duly authorized by their respective governing bodies to execute this Agreement.

LET'S BE FRIENDS!

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

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RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

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Timeline for Budget/Tax Rate Adoption and Voter-Approval Tax Rate Elections

Published online in [TASB School Law eSource](#)

The dates below apply to school districts adopting their budgets and tax rates and conducting voter-approval tax rate elections (VATRE) in 2024. The year is included below if the date changes each year.

Prior to conducting a VATRE, a district must conduct an efficiency audit in accordance with the deadlines set out below and guidelines established by the [Legislative Budget Board](#). This efficiency audit is not required for school districts that have been subject to a recent disaster declaration from the governor.¹

TASB Legal Services' [School District Budget and Tax Rate Adoption in 2023](#) contains detailed information about each requirement and deadline below. For more information on voter-approval tax rate elections, see TASB Legal Services' [School District Voter-Approval Tax Rate Elections in 2023](#).

- **April 30:** Deadline for chief appraiser to certify estimate of district's property values²
- **June 19:** Deadline for districts with July 1 fiscal year to prepare a proposed budget³
- **June 20:** Latest date for districts with July 1 fiscal year to publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (Texas Comptroller's Form 50-280), which must be published 10 - 30 days before the budget/tax rate meeting⁴
- **June 30:** Deadline to adopt budget for district with July 1 fiscal year⁵
- **July 5:** Deadline to select auditor for efficiency audit for districts seeking a VATRE in the November 5, 2024 election (**no later than 4 months before Election Day**),⁶
- **July 18 - August 1:** TEA Local Property Value Survey regarding taxable property values and local exemption amounts for the preceding and current tax years⁷
- **July 25:** Deadline for chief appraiser to provide certified appraisal roll to district's tax assessor; if the appraisal review board has not approved the appraisal records by July 20, the chief appraiser must prepare and certify an *estimate* of taxable property value by July 25⁸
- **August 1:** Deadline for tax assessor to determine district property values and submit appraisal roll to the board⁹
- **August 5:** Deadline for TEA to calculate and make available a preliminary maximum compressed tier one tax rate (MCR) for each district¹⁰
- **August 9:** Latest date for districts *planning a VATRE* to publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (Texas Comptroller's Form 50-280)¹¹
- **August 15 (or 10 Calendar Days after TEA approves preliminary MCR):**
 - Deadline to appeal preliminary MCR¹²
 - If not appealed, preliminary MCR becomes final¹³

- **August 19 (78th day before Election Day):** Deadline to order a VATRE to be held on the November uniform election date; a district must adopt its budget and tax rate *before* ordering an election¹⁴
- **August 20:** Deadline for districts with September 1 fiscal year to prepare a proposed budget¹⁵
- **August 21:** Latest date for districts with September 1 fiscal year to publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (Texas Comptroller’s Form 50-280) *if not conducting a VATRE*¹⁶
- **August 31:**
 - Deadline to adopt budget for district with September 1 fiscal year¹⁷
 - Deadline for TEA to issue final determination of MCR appeals¹⁸
- **September 29 or 60 days after receiving certified appraisal roll (whichever is later):** Tax rate must be adopted *before* the later of these dates if not conducting a VATRE¹⁹
- **October 4 (no later than three months after auditor appointment):** Efficiency audit completed if the board appointed the auditor on July 5; may be earlier if the auditor was appointed before the deadline; final report is due no later than 90 days after appointment²⁰
- **October 4 (no later than thirty days before Election Day):** Efficiency audit results posted on district website; before the VATRE, the board must hold an open meeting to discuss the results²¹
- **November 5 (First Tuesday after first Monday in November):** Uniform election date for VATRE²²

This document is provided for educational purposes and contains information to facilitate a general understanding of the law. References to judicial or other official proceedings are intended to be a fair and impartial account of public records, which may contain allegations that are not true. This publication is not an exhaustive treatment of the law, nor is it intended to substitute for the advice of an attorney. Consult your own attorney to apply these legal principles to specific fact situations.

Published May 2024

¹ Tex. Educ. Code § 11.184. The board of a district located in an area declared a disaster area by the governor under Texas Government Code chapter 418 may hold a VATRE during the two-year period following the date of the declaration *without* conducting an efficiency audit. Tex. Educ. Code § 11.184(b-1).

² Tex. Tax Code § 26.01(e).

³ Tex. Educ. Agency, [Financial Accountability System Resource Guide](#), (FASRG), Module 1, Financial Accounting and Reporting, section 1.1.3, p. 13, and *Module 4, Auditing*, section 4.6.4, Exhibit 1, p. 59 (2024).

⁴ Tex. Educ. Code §44.004(c). Because a district with a July 1 fiscal year will not have its maximum compressed tax rate (MCR) from TEA by this date, a district can use the district’s MCR estimated in its state aid template and add the desired number of tier two pennies for the purpose of publishing the required Notice of Public Meeting to Discuss Budget and Proposed Tax Rate. See Tex. Educ. Code § 48.2551 (a district’s MCR is calculated by TEA and is the lesser of the district’s prior year MCR, the state compression rate, or the rate determined by a statutory formula if the district’s taxable property value for the current year exceeds the district’s prior year value by at least 2.5 percent.) A district will need to publish a revised notice if it ultimately plans to adopt a higher tax rate than the original proposed rate. Tex. Educ. Code §44.004(g-1).

⁵ Tex. Educ. Agency, [FASRG](#), Module 1, Financial Accounting and Reporting, section 1.1.3, p. 13, and *Module 4, Auditing*, section 4.6.4, Exhibit 1, p. 59 (2024).

⁶ Tex. Educ. Code § 11.184(d). The efficiency audit is due not later than three months after the selection. Tex. Educ. Code § 11.184(g).

- ⁷ 19 Tex. Admin. Code § 61.1000(c).
- ⁸ Tex. Tax Code § 26.01(a)-(a-1); see also Tex. Tax Code § 26.04(c-2) (if the assessor received a certified estimate, the taxing unit’s designated officer or employee shall calculate the no-new-revenue tax rate and voter-approval tax rate using the certified estimate).
- ⁹ Tex. Tax Code § 26.04(a)-(b).
- ¹⁰ 19 Tex. Admin. Code § 61.1000(d).
- ¹¹ Tex. Educ. Code § 44.004. A district with a July 1 fiscal year must, after receipt of the certified appraisal roll, publish a revised notice and hold another public meeting before the district may adopt a tax rate that exceeds the proposed rate or the district’s voter-approval tax rate using the certified appraisal roll. Tex. Educ. Code § 44.004(i)(1)-(2).
- ¹² 19 Tex. Admin. Code § 61.1000(g)(1).
- ¹³ 19 Tex. Admin. Code § 61.1000(f).
- ¹⁴ Tex. Elec. Code § 3.005; Tex. Tax Code § 26.08. See TASB Legal Services’ eSource [Elections](#) website and the Secretary of State [Elections Division](#) website for more information regarding election procedures and deadlines.
- ¹⁵ Tex. Educ. Agency, [FASRG](#), Module 1, Financial Accounting and Reporting, section 1.1.3, p. 13, and Module 4, Auditing, section 4.6.4, Exhibit 1, p. 59 (2024).
- ¹⁶ Tex. Educ. Code § 44.004(b). The notice must be published “not earlier than the 30th day or later than the 10th day before the date of the hearing.”
- ¹⁷ Tex. Educ. Agency, [FASRG](#), Module 1, Financial Accounting and Reporting, section 1.1.3, p. 13, and Module 4, Auditing, section 4.6.4, Exhibit 1, p. 59 (2024).
- ¹⁸ 19 Tex. Admin. Code § 61.1000(e).
- ¹⁹ Tex. Tax Code § 26.05(a).
- ²⁰ Tex. Educ. Code § 11.184(g).
- ²¹ Tex. Educ. Code § 11.184(h).
- ²² Tex. Tax Code § 26.08(a); Tex. Elec. Code § 41.001.

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 innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District Board of Trustees

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