

**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, July 28, 2025 – 6:30 PM**

Notice is hereby given that on July 28, 2025, 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. Pledge of Allegiance
3. Invocation
4. Recognition:
 - A. FFA Lone Star Degree 2025 Winner
 - B. National Student Leadership Conference-Best Photographer Winner - Warren Yanez
 - C. TAFE National Winners
 - D. Introduction of the Lockhart High School Principal
 - E. Introduction of the Lockhart Junior High School Principal
 - F. Community Volunteer Recognition
5. PUBLIC HEARING:
 - A. Public Hearing for Optional Flexible School Day Program (OFSDP) for Pride High School for the 2025-2026 School Year 4
6. Public Comments
7. Business - Consent Agenda:
 - A. Approval of Minutes:
 1. June 23, 2025 6
 - B. Approve Request for Advanced Class Waivers for Extracurricular Participation 11
 - C. Approve Administrators for the List of Certified T-TESS Appraisers for the 2025-2026 School Year 13
 - D. Approve T-TESS Appraisal Calendar 16
 - E. Approve List of Vendor Purchases in Excess of \$100,000 for the 2025-2026 School Year 21
 - F. Approve Local Policy Update 125: BDAA — Officers and Officials, Duties and Requirements of Board Officers; BDB — Board Internal Organization, Board Committees; BDF — Board Internal Organization, Advisory Committees; EI — Academic Achievement; FDE — Admissions, School Safety Transfers; FEC — Attendance for Credit; FFAC — Wellness and Health Services, Medical Treatment 24
 - G. Approve the Davis Bacon Wage Rates for the New Middle School #2 Bond 35
 - H. Approve Resolution Regarding Extracurricular Status of 4-H Organization and Adjunct Faculty Agreement 46
 - I. Approve Optional Flexible School Day Program (OFSDP) for Pride High School for the 2025-2026 School Year 52
 - J. Approve the Property & Casualty Bid 54
 - K. Review Lease Extension of 520 Pecos Building to 4:12 Kids 56
 - L. Review Quarterly Investments Report 66

M. Review Tax Collection Report	73
8. COMMUNICATION:	
A. 2025 STAAR Projections	76
B. School Health Advisory Committee Report	78
C. Federal Funding Update	84
D. District Improvement Plan and Campus Improvement Plan Summative Review	86
9. COMMUNICATION/ACTION:	
A. Consider and/or Approve Design Development for New Middle School #2	88
B. Consider and/or Approve Geotech Firm for Middle School #2	90
C. Consider and/or Approve Agreement Between Lockhart ISD and Communities In Schools of Central Texas, 2025-2026	92
10. CLOSED SESSION:	
A. Adjourned to Closed Session: Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); and Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices); specifically to discuss:	
1. Consultation with legal counsel regarding Level III Community Member Complaint Tex. Gov't Code sec. 551.071.	
2. Plan for Superintendent's Mid-Year Evaluation	
11. COMMUNICATION/ACTION:	
A. Consider and/or Approve Memorandum of Understanding Between the City of Lockhart and Lockhart ISD for the 2025-2026 School Year for School Resource Officers	99
B. Consideration and possible action to approve Interlocal Agreement (IA) with Caldwell County to continue Constable Security Program	116
C. Consideration and possible action regarding Level III Community Member Complaint	
12. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*	
13. BENEDICTION	
14. 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(LLEGAL)]

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 July 24, 2025, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



Superintendent

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:

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, June 23, 2025, 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 6:31 P.M. by Board President Michael Wright. Other members present were Rene Rayos, Rebecca Pulliam, Dr. Barbara Sanchez, Sam Lockhart, and Chris Charles. Tom Guyton was absent.
2. Pledge of Allegiance
3. Invocation was given by Trustee Dr. Sanchez
4. PUBLIC MEETING
 - A. Public Meeting for 2025-2026 Budget and Proposed Tax Rate
None.
5. Recognitions
 - A. Kermit's Krew First Lego League Robotics International Competition
 - B. Education Foundation for Lockhart ISD Board Members
6. Public Comment
None.

The Board moved to item 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, and 10-G. The Board moved back to item 7-A at 7:47 p.m.

7. CLOSED SESSION:
 - A. Adjourned to Closed Session: Texas Government Code Section 551.071 (Consultation with Attorney); Texas Government Code Section 551.129 (Consultation with attorney may be handled telephonically); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices); and specifically to discuss:
 1. Consultation with legal counsel regarding staff housing. This consultation may take place telephonically. Tex. Gov't Code sec. 551.071; 551.129.
 2. Superintendent's Performance Review

The Board of Trustees on Monday, June 23, 2025, convened at 7:47 PM in closed session in accordance with Texas Government Code Section 551.071 (Consultation with Attorney);

Texas Government Code Section 551.129 (Consultation with attorney may be handled telephonically); Texas Government Code Section 551.072 (Deliberation Regarding Real Property); Texas Government Code Section 551.074 (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee); Texas Government Code Section 551.076 (Deliberation regarding implementation of security personnel or devices). The Board ended its closed session at 8:56 PM on Monday, June 23, 2025. No votes, decisions, or actions were taken while in closed session.

8. Business: Consent Agenda

A. Approve Minutes

1. May 19, 2025

2. June 2, 2025

B. Approve Resolution Classifying Funds as Committed for 2024-2025 Financial Statements

C. Approve Final Amended Budget for 2024-2025

D. Approve 2025-2026 ESC-13 Commitment Forms

E. Approve Special Education Contracted Services RFQ

F. Review Request for Advanced Class Waivers for Extracurricular Participation

G. Review Cash Investment Report

H. Review Tax Collection Report

Trustee Sanchez made the motion to approve the consent agenda as presented. Trustee Rayos seconded the motion. The motion carried 6-0.

9. COMMUNICATION:

A. Review Progress Monitoring and STAAR Preliminary Data

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

B. Review Local Policy Update 125: BDAA — Officers and Officials, Duties and Requirements of Board Officers; BDB — Board Internal Organization, Board Committees; BDF — Board Internal Organization, Advisory Committees; EI — Academic Achievement; FDE — Admissions, School Safety Transfers; FEC — Attendance for Credit; FFAC — Wellness and Health Services, Medical Treatment

The review was given by the Director of Safety & Security, Adam Miller. No action was taken.

C. Review List of Vendor Purchases in Excess of \$100,000 for the 2025-2026 School Year

The review was given by the Director of Purchasing, Tanya Homann. No action was taken.

D. Review the Davis Bacon Wage Rates for the New Middle School #2 Bond

The review was given by the Director of Purchasing, Tanya Homann. No action was taken.

The Board moved to item 10-H.

10. COMMUNICATION/ACTION:

A. Consider and/or Approve Audio Enhancement for the Secondary Campuses

Trustee Sanchez made the motion that the Board approve Audio Enhancement for the secondary campus audio safety system installation as presented. Trustee Rayos seconded the motion. The motion carried 6-0.

B. Consider and/or Approve a Master Lease Agreement between Lockhart ISD and Upward Communities

No Action was taken.

C. Consider and/or Approve Transportation Management Services contract with Goldstar Transit

Trustee Sanchez made the motion that the Board approve the Amendment to Transportation Service Contract as presented. Trustee Rayos seconded the motion. The motion carried 6-0.

D. Consider and/or Approve Custodial Management Services contract with Southeast Service Corporation d/b/a SSC Service Solutions

Trustee Sanchez made the motion that the Board approve the contract with SSC as presented. Trustee Pulliam seconded the motion. The motion carried 6-0.

E. Consider and/or Approve 2025-2026 School Policies and Procedures

Trustee Sanchez made the motion to approve the 2025-2026 School Policies and Procedures as presented. Trustee Rayos seconded the motion. The motion carried 6-0.

F. Consider and/or Approve Request for Proposal (RFP) 25-007 for a Construction Manager at Risk (CMAR) for Middle School #2

Trustee Sanchez made the motion that the Board approve the ranking for RFP 25-007 CMAR for Middle School #2 and authorize the Superintendent or designee to negotiate a contract. If a satisfactory contract cannot be negotiated with CORE Construction the District shall: 1) Formally end negotiations with that provider; 2) Select the next most

highly qualified provider; and 3) negotiate a contract with that provider at a fair and reasonable price. In order of selections by most qualified contractor:

1. CORE Construction
2. Hill & Wilkinson General Contractors

Trustee Rayos seconded the motion. The motion carried 6-0.

G. Discuss and take action on an Order authorizing the issuance of one or more series of “Lockhart Independent School District Unlimited Tax School Building Bonds, Series 2025”; levying a continuing direct annual ad valorem tax for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds; delegating the authority to certain members of the Board of Trustees and District staff to finalize and execute certain documents relating to the sale of the bonds

Trustee Sanchez made the motion that the Board approve the order authorizing the issuance of the bonds, levying of the tax for payment thereof, and delegating to certain District officials the authority to finalize and execute documents relating to the sale of the bonds. Trustee Rayos seconded the motion. The motion carried 6-0.

The Board moved to item 7-A.

H. Consider and/or Approve 2025-2026 Budgets for Maintenance and Operation Fund, Debt Service Fund and School Nutrition Fund

Trustee Sanchez made the motion that the Board approve the 2025-2026 Budgets totaling \$94,509,737 for the Maintenance and Operation Fund, Debt Service Fund and School Nutrition Fund be approved as presented. Trustee Rayos seconded the motion. The motion carried 6-0.

I. Consider and/or Approve Staffing for the 2025-2026 School Year

Trustee Sanchez made the motion that the Board approve the positions and stipends as presented for the 2025-2026 fiscal year. Trustee Charles seconded the motion. The motion carried 6-0.

J. Consider and/or Approve 2025-2026 Employee Compensation Plan

Trustee Sanchez made the motion that the Board approve the 2025-2026 Employee Compensation Plan as presented. Trustee Rayos seconded the motion. The motion carried 6-0.

11. BOARD AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST*
12. BENEDICTION was given by Trustee Sanchez

13. ADJOURNMENT was at 10:29 p.m. by Board President Michael Wright

Michael Wright, Board President

Dr. Barbara Sanchez, 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 Board of Trustees

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

T-TESS Appraisers for the 2025-2025 School Year

Michael Herbin

Michael Garcia

Courtney Sklar

Melinda Van Horn

Adina Ramirez

Mario Palacios

Channel Walker

Jana Conner

Joseph Maines

Cristina Vazquez

Josephina Bailey

Amalia Villarreal

Jamee Griebel

Jasmyn Corely

Isabel Aguilar

Katlin Stephens

Emily Marshall

Kati Harber

Michelle Hale

Jillian Powell

Daniel Martinez

Katie Upton

Amanda Epsztein

Thomas Cabello

Lockhart Independent School District Board of Trustees

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

2025-2026 T-TESS Evaluation Process

Teachers Do	Administrators Do
Goals and Self Assessment	
<ul style="list-style-type: none"> ● <u>T-TESS Self Assessment and Goal Setting form</u> <ul style="list-style-type: none"> ○ Self Assessment ○ 2 Professional Goals ● Click Submit to Appraiser when complete ● Attend the Goal Setting and Professional Development meeting 	<ul style="list-style-type: none"> ● Must have Goal Setting and Professional Development conference by October 10, 2025 ● GSPD meeting to review the T-TESS Self Assessment and Goal Setting form
<p>Collect Evidence</p> <ul style="list-style-type: none"> ● Teacher starts collecting evidence <ul style="list-style-type: none"> ○ Upload to Strive <p>How to Document for uploading evidence into Strive</p>	<p>Walkthroughs</p> <ul style="list-style-type: none"> ● Complete walkthroughs on teachers using the <u>T-TESS Walkthrough 25-26 form</u> ● At least 1 for each teacher ● Last day for T-TESS walkthroughs is May 1, 2026
Formal Observation	
<ul style="list-style-type: none"> ● Attend pre conference prior to formal observation ● Complete <u>Lesson Self Reflection form</u> AFTER the formal observation; submit to appraiser within 48 hours ● Attend a post conference with appraiser ● Electronically sign the T-TESS Observation document** 	<ul style="list-style-type: none"> ● Conduct a pre-conference meeting and complete the <u>T-TESS Pre Conference form</u> prior to the formal observation. Once done click on Let Staff View at the top. ● Conduct a formal observation and complete the <u>T-TESS Observation form</u>. ● Once done with the form, click on Let Staff View at the top. ● Conduct a post conference with teacher ● Appraiser and appraiser must electronically sign the T-TESS Observation form after the post conference** ● Must complete by May 1, 2026
End of Year Conference/Summative	
<ul style="list-style-type: none"> ● Complete the <u>T-TESS EOY Goals Reflection Form</u>; submit to appraiser ● Attend EOY conference ● Electronically sign the summative and EOY goal reflection form** 	<ul style="list-style-type: none"> ● Complete the <u>T-TESS Summative</u> <ul style="list-style-type: none"> ○ Review data and evidence for Domain IV in addition to scores for Domains I, II, III. ● Review teacher <u>T TESS EOY Goals and Reflection Form</u> <ul style="list-style-type: none"> ○ Indicate completion of appraiser's goals ● Appraiser and appraiser must electronically sign these documents** ● End of Year conference to be completed by May 1, 2026 ● Summative forms completed by May 8, 2026

**Please see the next page about how to electronically sign a document in eduphoria. It is required that both the appraiser and appraiser have set their security question and answer. Failure to do so

for EITHER the appraiser or appraisee will result in eduphoria not allowing the electronic signature to proceed. See the video below for how to update the security question and answer.

[How to reset your security question and answer](#)

Electronic Signatures

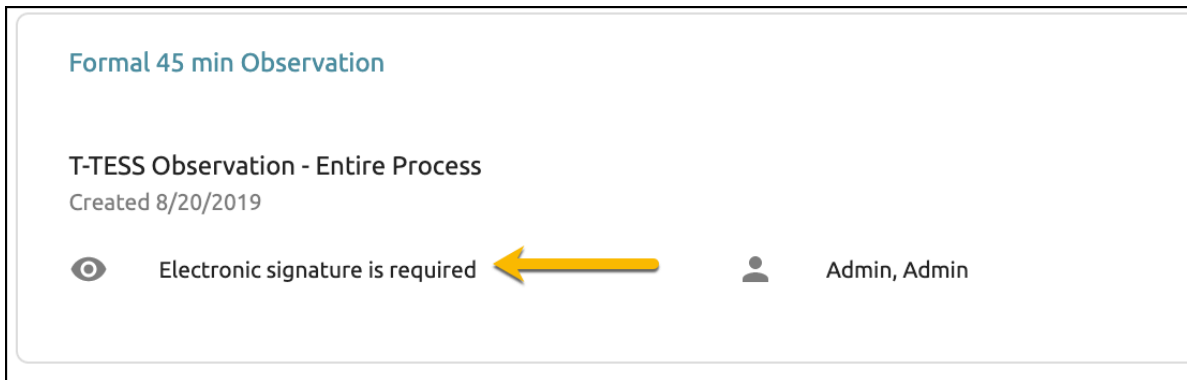
[Video on electronically signing a document in eduphoria](#)

Illustrated Guide:

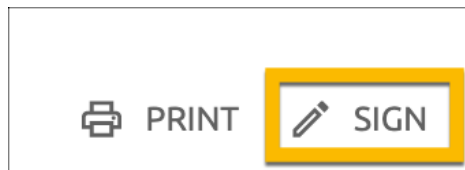
Step 1: Select **My Evaluation Process** on the left navigation panel to access your evaluation tasks.

Step 2: From the list of tasks (Observation, Walkthrough, Evaluation, etc.), select the **drop-down arrow** on the right to open the container related to the type of documentation you want to access.

Step 3: Select the name of the document(s) listed that display the message "Electronic signature is required" to view document contents and access the **Sign** button.



Step 4: Select the **Sign** button at the top of the document after you have read through the document contents. **REMINDER!! Security question and answer MUST be up to date for BOTH appraiser and appraisee.**



Step 5: In the display of signatures needed, select your name.



Step 6: Enter your Eduphoria account login credentials and answer the security question you provided in your account Profile.

Step 7: Select the **Electronically Sign Document** button with your cursor. Do not use the enter key.



Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

2025-2026 List of Vendor Purchases over \$100,000

Vendor:	Est. amount	Description of goods/services
ESC, REGION 13	\$175,000.00	Professional development and services
TEXAS FLEET FUEL	\$450,000.00	Fuel for buses and other district vehicles
LABATT FOOD SERVICE	\$2,200,000.00	Food for Nutrition Department – Using Region 10 Purchasing Cooperative
OAK FARMS	\$500,000.00	Food for Nutrition Department – Using Region 10 Purchasing Cooperative
Total:	\$3,325,000.00	

Lockhart Independent School District Board of Trustees

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BACKGROUND INFORMATION:

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RECOMMENDATION:

RECOMMENDED MOTION:



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

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

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes **moved text**.
- Revision bars appear in the right margin to show sections with changes.

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

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

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

Board Officers	The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.
Vacancy	A vacancy among officers of the Board shall be filled by majority action of the Board.
Term and Duties	Board officers shall serve for a term of two years two years or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.
President	In addition to the duties required by law, the President of the Board shall: <ol style="list-style-type: none">1. Preside at all Board meetings unless unable to attend.2. Have the right to discuss, make motions and, propose resolutions, and vote on all matters coming before the Board.
Vice President	The Vice President of the Board shall: <ol style="list-style-type: none">1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.2. Become President only upon being elected to the position.
Secretary	The Secretary of the Board shall: <ol style="list-style-type: none">1. Ensure that an accurate record is kept of the proceedings of each Board meeting.2. Ensure that notices of Board meetings are posted and sent as required by law.3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.4. Sign or countersign documents as directed by action of the Board.

Special Committees

~~The President shall appoint members to special~~**Note:** For ad-
visory committees ~~created by the Board to fulfill specific~~
~~assignments, unless otherwise provided that include~~
staff, parents, community members, or students, see
BDF.

Board Committees

For purposes of this policy, a Board committee is a committee com-
posed only of current Board members.

Formation of a Board committee shall be by Board action. ~~These~~
~~committees may include District personnel~~When establishing a
Board committee, the Board action shall, at a minimum, specify
the:

- Number of Board members on the committee;
- Process to appoint Board members to the committee;
- Term of committee membership; and ~~citizens. The function of~~
~~committees~~
- Responsibilities of the committee.

A Board committee shall be fact-finding, deliberative, and advisory,
~~but not administrative. Special~~and shall make recommendations in
the areas of their responsibility. Board committees shall report their
findings and recommendations to the Board and shall ~~be dissolved~~
~~upon completion of the assigned task or vote of the Board~~not as-
sume administrative duties or responsibilities.

~~The President of the Board and the Superintendent shall be ex offi-~~
~~cio members of all Board committees, unless otherwise provided~~
~~by Board action.~~

Transacting
Business

~~Committees may transact business only within the specific author-~~
~~ity granted~~Unless specified by the Board. ~~To be binding, all such~~
~~business~~, a Board committee shall not have final decision-making
authority. Board committee recommendations must be reported to
the Board at ~~the next~~a regular or special meeting ~~for approval and~~
~~entry into the minutes as a public record.~~ The Board shall not ac-
cept a Board committee's recommendation without due considera-
tion of the matter.

Dissolution

A Board committee shall be dissolved upon Board action.

Note: For committees composed only of current Board members, see BDB.

**Advisory
Committees**

For purposes of this policy, an advisory committee is a committee composed primarily of District staff, parents, other community members, and/or students. An advisory committee may also include Board members in numbers less than a quorum of the Board.

Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:

- Number of members on the committee;
- Process to appoint members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

An advisory committee shall be fact-finding, deliberative, and advisory and shall not assume administrative duties or responsibilities. Advisory committees shall report their findings and recommendations to the Board.

Transacting
Business

An advisory committee may transact business only within the specific authority granted by the Board. To be binding, all such committee recommendations must be reported to the Board at a regular or special meeting for approval and entry into the minutes as a public record.

Dissolution

An advisory committee shall be dissolved upon completion of the assigned task or Board action.

ACADEMIC ACHIEVEMENT

EI
(LOCAL)

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half of a course and the ~~combined grade for~~ **average of** both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

Safe Schools Data

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, ~~as defined by the Penal Code~~, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. Aggravated assault on someone other than a District employee or volunteer;
 - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
 - f. Aggravated robbery; ~~or~~
 - g. Continuous sexual abuse of a young child or disabled individual; ~~or~~
 - ~~g~~-h. Bullying.

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the

beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

**Absences
Considered**

Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has ~~attended~~ **been in attendance for 90 percent of the re-** ~~quired percentage of days under this policy~~ **the class is offered.**

**Attendance
Committees**

The Board ~~shall establish~~ **authorizes the establishment of** an attendance committee or as many **attendance** committees as necessary for efficient implementation of ~~Education Code 25.092~~ **state law.**

The Superintendent ~~shall~~ **is authorized to** make the specific appointments in accordance with legal requirements.

**Parental Notice of
Excessive Absences**

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered. When a student's attendance drops below 90 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

~~Petitions~~ **A petition** for credit or a final grade may be filed ~~at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.~~

in accordance with administrative regulations. The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. ~~The~~ **[See Imposing Conditions for Awarding Credit or a Final Grade, below]**

Regardless of whether a petition is filed, the attendance committee may also, ~~whether a petition is filed or not,~~ review the records of all students whose attendance drops below 90 percent of the days the class is offered.

A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee is not required to assign a student to attend a specified program for an amount of time equivalent to the student's absences (i.e., "seat time").

The attendance committee shall consider the student's unique circumstances and, if necessary, shall impose other conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class ~~rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences.~~ Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.
3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

In all cases, the student must earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

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:

"General Decision Number: TX20250286 05/16/2025

Superseded General Decision Number: TX20240286

State: Texas

Construction Type: Building

County: Caldwell County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025
3	05/16/2025

ASBE0087-014 06/03/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 29.50	8.79

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

CARP1266-002 01/01/2022

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 26.00	9.12

ELEC0520-003 06/06/2022

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.....	\$ 32.00	9.29
Low Voltage Wiring Only.....	\$ 32.00	9.29

ELEV0133-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.59	38.435+a+b

Footnote:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0450-002 04/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 39.47	10.39

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

IRON0482-012 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.10	7.73

* PLUM0286-010 03/03/2025

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 37.15	15.92

SFTX0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.15	24.47

SHEE0067-007 07/03/2024

	Rates	Fringes
SHEET METAL WORKER		
Excludes HVAC Duct		
Installation.....	\$ 32.24	15.89
HVAC Duct Installation Only.	\$ 32.24	15.89

* SUTX2014-066 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.16	0.00
CARPENTER (Acoustical Ceiling		
Installation Only).....	\$ 14.00 **	0.00
CARPENTER (Form Work Only).....	\$ 15.62 **	0.05
CEMENT MASON/CONCRETE FINISHER...\$	15.71 **	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.96 **	4.34
DRYWALL HANGER AND METAL STUD		
INSTALLER.....	\$ 17.41 **	3.49
ELECTRICAL INSTALLER (Sound		
and Communication Systems)		
(Excludes Wiring).....	\$ 12.50 **	0.65
FLOOR LAYER: Carpet.....	\$ 21.88	0.00
GLAZIER.....	\$ 12.83 **	0.00
HVAC MECHANIC (HVAC Unit		
Installation Only).....	\$ 24.46	6.98
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
LABORER: Common or General.....	\$ 11.96 **	0.53
LABORER: Mason Tender - Brick...\$	12.17 **	0.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.85 **	0.00
LABORER: Pipelayer.....	\$ 12.45 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....	\$ 19.43	3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.00 **	0.00
OPERATOR: Bulldozer.....	\$ 14.00 **	0.00
OPERATOR: Drill.....	\$ 14.50 **	0.00
OPERATOR: Forklift.....	\$ 16.40 **	0.00
OPERATOR: Grader/Blade.....	\$ 19.30	0.00
OPERATOR: Loader.....	\$ 14.00 **	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 11.25 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 18.76	6.35
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 21.67	4.76
ROOFER.....	\$ 12.00 **	0.00
TILE FINISHER.....	\$ 11.32 **	0.00
TILE SETTER.....	\$ 16.35 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11
WATERPROOFER.....	\$ 16.30 **	0.06

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

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:

July 7, 2025

Mark Estrada, Superintendent of Schools
Lockhart Independent School District
419 Bois D'Arc Street
Lockhart, TX. 78644

Dear Mr. Estrada:

On behalf of the Caldwell County Extension Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Luling Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.


Caldwell County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.


I hope Lockhart Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,


Elsie Lacy
CEA-FCH


Lelton Wayne Morse
CEA- ANR


Paige Bielamowicz
CEA-4-H

L.W. Scott Annex Building
Caldwell County Extension Service
1403 Blackjack St., Ste. B, Lockhart, TX 78644

Tei. 512-398-3122 | Fax. 512-398-3867 | caldwell@ag.tamu.edu

**THE STATE OF TEXAS
COUNTY OF CALDWELL**

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

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

1. This appointment shall commence on the _____ day of _____, 20____ and remain in effect until the _____ day of _____, 20_____.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Elsie Lacy	CEA-FCH	B.S. Science Family Studies M. Arts in Teaching	Texas Woman's University	May 2005 May 2007
Lelton Wayne Morse	CEA-ANR	B.S. Animal Science m., Agriculture	Texas A&M University	Aug 2017 Aug 2023
Paige Bielamowicz	CEA-4H	B.S. Animal Science M. Animal Science	Tarleton University	May 2021 Aug 2023

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Lockhart Independent School District.

4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.

5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 10 or Caldwell County Extension Director.

6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

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

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

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

Signed this _____ day of _____ 2025.

Lockhart Independent School District

By: _____

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

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

Lockhart Independent School District

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

Caldwell

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

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

Texas A&M AgriLife Extension
will request academic eligibility for all 4-H competitive activities; regardless if a school
absence is or is not required and non-competitive
purposes when an absence is required.

Approved this _____ day of _____, 20_____.

Board of Trustee

Superintendent

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create 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:

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AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

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AGENDA TITLE:

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ATTACHMENT(S):

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Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

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

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**LOCKHART INDEPENDENT SCHOOL DISTRICT AND
4:12 KIDS
LEASE AGREEMENT**

This Lease Agreement (“*Lease*”) is entered into as of September 1, 2025 (the “*Effective Date*”), by and between Lockhart Independent School District (“LISD”) and 4:12 KIDS (“4:12 KIDS” or “Lessee”) as follows;

RECITALS

WHEREAS, LISD is the owner of real property and improvements located at 520 Pecos Street, Lockhart, TX hereinafter referred to as the “Premises,” which is currently vacant and not in use by LISD;

WHEREAS, 4:12 KIDS is a 501(c)(3) non-profit organization located in Lockhart, Texas that serves students in Lockhart and Caldwell County, Texas and provides annual resources and services to hundreds of LISD students by providing student clothing, shoes, hair-cuts and school supplies through the Back-to-School Drive and Prom Dress Drive;

WHEREAS, 4:12 KIDS is interested in leasing the Premises, paying for the maintenance and utilities, and making improvements to the facilities;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1.
DEMISE OF LEASED PREMISES**

1.01 Premises. LISD leases the Premises to 4:12 KIDS under the terms and conditions set forth herein.

**ARTICLE 2.
LEASE TERM**

2.01. Term. The term of this Lease is for one (1) year, beginning on September 1, 2025, and ending on August 31, 2030 (the “Renewal Term”). The Renewal Term may be renewed for one additional one-year term by the mutual agreement of the parties and the execution of a new lease no later than thirty (30) days before the expiration of the Initial Term (“Renewal Term”).

2.02. Termination. This Lease will terminate without further notice when the Initial Term or the Renewal Term expires.

2.03 Early Termination by LISD. At its sole discretion, LISD shall have the right to terminate this Lease at any time and for any reason prior to the expiration of the Initial Term or

Renewal Term by providing Lessee ninety (90) days' advance written notice of LISD's election to terminate.

2.04 Early Termination by Lessee. Lessee shall have the right to terminate this Lease at any time and for any reason prior to the expiration of the Initial Term or Renewal Term by giving LISD ninety (90) days' advance written notice of Lessee' election to terminate.

2.06. No Holdover. Upon termination of this Lease, Lessee shall vacate the premises, subject to the applicable terms in this Lease, no later than, the earlier of, the end of the then current Lease Term or date of termination.

2.07. Suspension/Termination. Upon two (2) weeks written notice to Lessee, LISD may suspend this Lease based on a breach or nonperformance of a duty by Lessee. In LISD's notice letter, LISD will notify Lessee of the deficiency and provide Lessee with thirty (30) calendar days to cure the deficiency to the satisfaction of LISD. If the breach is not cured to the satisfaction of LISD after the expiration of this period, LISD shall have the right to immediately terminate this Lease and pursue its legal remedies.

ARTICLE 3. **RENT**

3.01. Minimum Yearly Rent. Lessee will pay LISD the sum of ONE AND NO/100 DOLLARS (\$1.00) per year during each Term as annual rent for using and occupying the Premises.

ARTICLE 4. **TAXES**

4.01. Payment by Lessee. LISD and Lessee are tax-exempt organizations. If the tax exemption status changes for either LISD or Lessee, then, in addition to the rent specified in Article 3, Lessee shall pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Premises and improvements whether belonging to LISD or to Lessee. Lessee will indemnify LISD and hold it harmless from all such taxes, charges, and assessments.

ARTICLE 5. **UTILITIES**

5.01 Utility Payments. Lessee shall pay One Hundred Percent (100%) of all charges for water, heat, gas, electricity, sewer, and all other utilities and of any other separately metered utilities ("Utilities"). Lessee shall transfer all Utilities to its name, and shall be solely responsible for payment of said Utilities. Lessee shall bear the sole cost of any telephone and/or internet services.

ARTICLE 6.

USE OF PREMISES

6.01. Schedule of Premises Use. In all instances, Lessee shall comply with all applicable codes, rules, regulations and laws including the American with Disabilities Act and LISD policies, including Policy GKD. Prior to signing this Lease, Lessee acknowledges and represents that it has read Policy GKD. In particular, Lessee shall not allow the Premises to be used by individuals or groups for political advertising, campaign communications, or electioneering and shall not allow the use, sale or possession of alcoholic beverages, illegal drugs, firearms or e-cigarettes on the Premises.

6.02. Permissive Facility Use. Lessee shall have use the Premises in a lawful and nondiscriminatory manner towards all persons. Lessee shall screen all employees and volunteers by conducting criminal background checks and bar any such person from the Premises with a conviction for a felony offense under Texas Penal Code, Title 5, or an offense requiring a person to register as a sex offender under Texas Criminal Procedure Chapter 62 or equivalent offenses under federal law or laws of another state.

6.03. Third Party Facility Rental. Lessee shall have no right to rent, sublease, borrow or allow use of the Premises by any third parties, whether for profit or non-profit activities.

6.04. Illegal Use Not Permitted. Lessee may not use all or any part of the Premises for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Caldwell, the City of Lockhart, or other lawful authority with jurisdiction over the Premises.

ARTICLE 7. IMPROVEMENTS

7.01. General Conditions. Lessee is permitted to make minor improvements that constitute non-structural alterations, modifications or improvements without LISD's consent, including but not limited to: light fixtures, interior painting or replacing flooring that is worn out. No exterior signs or decorations may be installed or painted on the outside of the Premises without the advance, written consent of LISD. Lessee shall not make any structural changes including alterations to the roof, exterior walls or foundation or make any additions to the Premises without the advance, written consent of LISD. Upon receipt of prior written approval by LISD and an executed amendment to this Lease, Lessee may make improvements to the Premises, subject to the following conditions:

- a. Lessee bears the sole cost of any such work.
- b. The Premises must at all times be kept free of mechanics and materialmen's liens.
- c. LISD must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing Parking Lot Improvements or Field Improvements, at the time the work begins.
- d. Lessee shall obtain and maintain liability insurance coverages required by LISD during the Lease Term.

- e. All improvements must comply with local building codes, applicable state, and federal law including the American with Disabilities Act.

7.02. Ownership of Improvements. Any improvements, additions, alterations, and fixtures constructed, placed, or maintained on any part of the Premises are considered part of the real property of the Premises (“Premises Property”). The Premises Property must remain on the Premises and shall become LISD’s property at the time of completion and shall continue to be LISD’s property when this Lease terminates.

7.03. Right to Remove Improvements. Lessee may not remove any improvements made to the Premises without prior written consent of LISD.

ARTICLE 8.
REPAIRS, MAINTENANCE, AND RESTORATION

8.01. Repair and Maintenance. At its sole expense, Lessee will promptly repair any condition in need of repair and maintain the Premises in good and safe condition or upon notice of required repairs by the LISD.

8.02. Cleaning. At its sole expense, Lessee shall regularly clean and maintain the conditions of the Premises in a clean, sanitary, hygienic and presentable condition.

ARTICLE 9.
MECHANICS’ LIENS

9.01. No Mechanic’s Liens. Lessee will not cause or permit any mechanics’ liens or other liens to be filed against the fee of the Premises or against Lessee leasehold interest in the Premises or any improvements on the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Premises or any part of them through or under Lessee. If such a mechanic’s lien or materialman’s lien is recorded against the Premises or any improvements on them, Lessee must either cause it to be removed or, if Lessee in good faith wishes to contest the lien, take timely action to do so, at Lessee’ sole expense. IF LESSEE CONTESTS THE LIEN, LESSEE WILL INDEMNIFY LISD AND HOLD IT HARMLESS FROM ALL LIABILITY FOR ATTORNEYS’ FEES, COURT COSTS AND DAMAGES OCCASIONED BY THE LIEN OR THE LIEN CONTEST AND WILL, IN THE EVENT OF A JUDGMENT OF FORECLOSURE ON THE LIEN, CAUSE THE LIEN TO BE DISCHARGED AND REMOVED BEFORE THE JUDGMENT IS EXECUTED.

ARTICLE 10.
INSURANCE AND INDEMNIFICATION

10.01. Insurance on Premises and Improvements. At all times during the Lease term, Lessee will keep the Premises and all improvements fully insured against loss or damage, with extended-coverage endorsement or its equivalent. LISD shall be added to insurance agreement(s) as an additional insured.

10.02. Insurance. At all times during the Lease term, Lessee will provide and keep in force liability insurance covering LISD and Lessee for liability for property damage and personal injury. Workers compensation shall be required as set forth in state law. Liability coverages shall be issued by insurers licensed to do business in the State of Texas and as the following limits:

Commercial Liability	\$1,000,000	Products – Per Occurrence
	\$1,000,000	Personal & Advertising Injury – Per Occurrence
	\$2,000,000	General Aggregate
Professional Liability	\$1,000,000	Products – Per Occurrence
	\$2,000,000	General Aggregate
Automobile	\$1,000,000	Per Occurrence

10.04. Insurance Certificates. Lessee shall furnish LISD with certificates of all insurance required by this Article 10 upon execution of this Lease and as may be requested by LISD in the future.

10.05. Indemnification of LISD. Lessee (and not LISD) is liable for any loss, damage, or injury of any kind to any person or property arising from any use of the Premises (or any part of them) by Lessee, its employees, guests, volunteers or invitees, or caused by any defect in any improvement, equipment, or facility on the Premises or caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the Premises, or brought about by Lessee’ failure to maintain the Premises in safe condition. Lessee ALSO RELEASES AND HOLDS HARMLESS, LISD (INCLUDING COURT COSTS AND ATTORNEYS FEES INCURRED BY LISD) FROM ANY CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES OR INJURY OF ANY KIND AND TO ANY PERSON OR ENTITY WHETHER ALLEGED AGAINST LESSEE OR WHETHER ARISING FROM THE NEGLIGENT ACT OR OMISSION ON THE PART OF LISD.

ARTICLE 11.
ASSIGNMENT AND SUBLEASE

11.01 Neither party may assign this Lease without the express written consent of the other party, such consent not to be unreasonably delayed, conditioned or withheld.

ARTICLE 12.
LISD’S WARRANTIES AND COVENANTS

12.01. Warranty of Title. LISD is the owner of the Premises.

12.02. Warranty of Quiet Enjoyment. LISD covenants that as long as Lessee observes the covenants and terms of this Lease, Lessee will lawfully and quietly hold, occupy, and enjoy the Premises during the Term without being disturbed by LISD or any person claiming under LISD.

Notices are effective when received. Either party may change the address to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the terms of this Section 14.01.

14.02. Parties Bound. This agreement binds and inures to the benefit of, the parties to the Lease and their respective successors, and assigns.

14.03. Texas Law to Apply. This Lease is to be construed under Texas law, and all obligations of the parties created by this Lease are performable in Caldwell County, Texas.

14.04. Legal Construction. If any one or more of the provisions in this Lease are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

14.05. Prior Agreements Superseded. This Lease constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.06. Amendment. No amendment, modification, or alteration of the terms of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

14.07. Rights and Remedies Cumulative. The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14.08. Attorney's Fees and Costs. If, as a result of either party's breaching this Lease, the other party employs an attorney to enforce its rights under this Lease, the prevailing party in such dispute shall pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

14.09 Further Acts. In addition to the acts recited in this Lease to be performed by LISD and Lessee, LISD and Lessee agree to perform or cause to be performed during the term of this Lease any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

14.10 Governing Law and Venue. The validity, construction and performance of this Lease will be governed by and construed in accordance with the laws of the State of Texas without regard to the principles of conflict of laws. Each Party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of Caldwell, Texas for any dispute arising to or related to this Lease.

The undersigned LISD and 4:12 KIDS execute this Lease as of the Effective Date.

[Signature Page to Follow]

Lockhart Independent School District

By: _____
Name: Michael Wright
Title: President, Board of Trustees
Date: _____

4:12 KIDS

By: _____
Name: Charity Kittrell
Title: President
Date: _____

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
REPORT OF INVESTMENT ACTIVITY
For the period ending June 30, 2025

Introduction

House Bill 2459, which was passed during the 1995 legislative session, amended a section of the Education Code dealing with investments. Code Section 2256.023 as amended, requires that the Investment Officer of the District prepare a report of investment activity and position. Monthly financial reports and invested fund statements are included in Board agendas and become a part of the permanent record. However, it is prudent to provide more detailed information on a regular basis. This report covers the quarter April 1, 2025 through June 30, 2025.

Cash

The District's funds are required to be deposited and invested under the terms of a depository contract pursuant to the School Depository Act. First Lockhart National Bank (FLNB) deposits for safekeeping and trust with the Federal Reserve System, pledged securities in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of securities is waived only to the extent of Federal Deposit Insurance Corporation (FDIC) insurance.

The District's cash balances were properly collateralized and insured at all times during the period. The highest combined balances of bank deposits at FLNB for the quarter ended June 30, 2025, occurred during the month of June 2025, in the amount of \$8,584,821. FDIC insurance for government accounts is \$250,000 for the combined amount of all time deposits, and an additional \$250,000 for the combined amount of all interest-bearing demand deposits. The total pledged amount by the Letter of credit from FHL Bank Dallas is \$10,000,000. FLNB provides a minimum interest rate of 1.00% on an annual basis, per the bank depository contract. Interest is credited on investments as earned on a monthly basis and is recorded on the District's books as earned. Interest accrues on investments with maturities longer than one month. As of June 30, 2025, the District General Fund has earned interest from all investments in the amount of \$1,211,436.

Investments

Temporary investments balances are held by Texas Local Government Investment Pools (TexPool, and Texas Range).

TexPool Prime is a public funds investment pool created by the Texas Treasury Safekeeping Trust Company (the Trust Company) to provide a safe, efficient, and liquid investment alternative for the placement of local government funds in authorized, short-term, fully-collateralized investment. TexPool Prime invests in U.S. Government securities, repurchase agreements collateralized by U. S. Government securities and AAA-rated no-load money market mutual funds, commercial paper and certificate of deposits. TexPool Prime is rated AAAM by Standard & Poor's, the highest rating a local government pool can

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending June 30, 2025

achieve. The weighted average maturities may be authorized longer than one year provided legal limits are not exceeded.

The State, with the authority of the Texas Legislature, created the Texas Treasury Safekeeping Trust Company (the Trust Company). This is a special purpose trust company with direct access to the service of the Federal Reserve Bank to manage, disburse, transfer, safe-keep and invest public funds and securities more efficiently and economically. The Comptroller of Public Accounts is the sole officer, director and shareholder of the Trust Company. Federated Investors manage the daily operations of the pool under a contract with the State Comptroller. Federated Investors is the administrator for the TexPool program providing Participant Services and Marketing functions to TexPool participants. Federated Investors is also the investment manager and provides for accounting, custodial, and transfer agency services to TexPool. Interest is accrued daily and paid monthly.

Texas Range is a portfolio established by the Texas Range advisory board pursuant to the provisions of the Texas Term common investment contract. Texas Range offers governmental entities such as Texas schools a convenient method of pooling funds for temporary investment. It operates as a money market fund and seeks to maintain a constant net asset value of \$1.00 per share, while offering liquidity and as high a level of current income as is consistent with the preservation of principal. The net income of Texas Daily is calculated daily and each month is reinvested in additional shares of the Daily Portfolio.

Investment Strategy by Fund

The strategy of the Maintenance and Operations Fund, Capital Projects, Payroll, and School Nutrition Fund is to closely match projected cash needs during the year through legal, authorized investments. Only investments authorized by Board Policy CDA (Legal) and CDA (Local) will be purchased. Investments should be purchased with the intent of holding until maturity. Liquidity and safety are predominant considerations with continued emphasis on yield, but not to the impairment of the other two objectives.

Debt Service Fund - All legal authorized investments should closely match projected cash needs during the year. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased, with the objective of timing maturity with the dates that the districts' debt is due. Investments should be purchased with the intent of holding until maturity. The same comments affecting M&O investment operations are applicable to the Debt Service fund investments.

LOCKHART INDEPENDENT SCHOOL DISTRICT
REPORT OF INVESTMENT ACTIVITY
For the period ending June 30, 2025

2023 Bond Proceeds - Bond funds are invested only as authorized by Board Policy CDA (legal) and CDA (local), with the objective of timing maturity with the District's bond draw schedule. While interest earned monthly is recorded on the District's books as earned interest, interest accrues on investments with maturity dates longer than one month. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased.

Student Activity / Agency Funds - All legal authorized investments should closely match projected cash needs during the year. Investment maturities may be authorized longer than one year provided legal limits are not exceeded. Only investments authorized by Board Policy CDA (legal) and CDA (local) will be purchased.

Conclusion

Interest is credited on investments as earned on a monthly basis and is recorded on the District's books as earned. Therefore, the District's investment earnings will always reflect compounded interest earned in relation to capital invested, term of investment, and market conditions. The investment pools are in relatively short-term securities; consequently the risk to the District is minimal.

Compliance

We, the approved Investment Officers of Lockhart ISD, hereby certify that the above Investment Report represents the investment position of the district in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and Generally Accepted Accounting Principles (GAAP).

Respectfully submitted,



Nicole Weiser, Chief Financial Officer



Michelle Wylie, Director of Finance

	First Lockhart National Bank	Texpool Prime	Texas Daily	Texas Term
<u>April-25</u>				
Average Monthly Return	3.00%	4.45%	4.43%	4.23%
Weighted Average Maturity	N/A	45	42	112
Annualized Expense Ratio	N/A	0.06%	0.08%	0.20%
Standard & Poor's Rating	N/A	AAAm	AAAf	AAAf
<u>May-25</u>				
Average Monthly Return	3.00%	4.43%	4.31%	4.30%
Weighted Average Maturity	N/A	51	44	192
Annualized Expense Ratio	N/A	0.06%	0.08%	0.17%
Standard & Poor's Rating	N/A	AAAm	AAAf	AAAf
<u>June-25</u>				
Average Monthly Return	3.00%	4.43%	N/A	N/A
Weighted Average Maturity	N/A	42	N/A	N/A
Annualized Expense Ratio	N/A	0.06%	N/A	N/A
Standard & Poor's Rating	N/A	AAAm	N/A	N/A

N/A = not applicable

n/av = not available at the time of report

Glossary:

AAAm= Extremely strong capacity to meet its financial commitments. Safety is excellent and has a superior capacity to maintain principal value and limit exposure to loss.

AAAf/S1+ = The fund's portfolio holdings provide extremely strong protection against losses from credit. The S1+ rating indicates that bond funds possess low sensitivity to changing market conditions. The level of risk is less than or equal to a portfolio of government securities maturing within 1-3 years.

AAAV-1+ = Funds with this rating are considered to have the lowest market risk (stable value). The rating is assigned to only money market funds or local government investment pools that should not experience loss of principal value to shareholders or participants even in severely adverse interest rate environments. (Rating by Fitch IBCA, a nationally recognized rating agency.)

Quarterly Investment Report
For Quarter Ended: June 30, 2025

Texpool	Balance on 06/30/2025	Balance on 03/31/2025	Net Change
Interest & Sinking Fund	\$ 9,265,514	\$ 8,643,438	\$ 622,076
General/Operating Fund	\$ 20,459,678	\$ 26,272,787	\$ (5,813,109)
School Nutrition	\$ 965,743	\$ 600,706	\$ 365,036
C.D. Marshall JHS Scholarship	\$ 33,365	\$ 32,998	\$ 366
GF Hudnall Scholarship	\$ 17,428	\$ 17,237	\$ 191
Latricia White Scholarship	\$ 16,296	\$ 16,117	\$ 179
Mary B. C. Sanders Scholarship	\$ 6,943	\$ 6,866	\$ 76
Canning Engineering Scholarship	\$ 27,264	\$ 26,965	\$ 299
Mohle Scholarship Fund	\$ 1,166	\$ 1,153	\$ 13
Total Funds	\$ 30,793,397	\$ 35,618,268	\$ (4,824,871)
Interest Rate	4.46%	4.47%	

Texas Term/Texas Daily	Balance on 06/30/2025	Balance on 03/31/2025	Net Change
Texas Daily/Texas Term 2023 Bond Proceeds	\$ 23,456,299	\$ 35,440,684	\$ (11,984,386)
Texas Daily/Texas Term General Funds	\$ 399,399	\$ 395,133	\$ 4,266
Texas Daily School Nutrition Funds	\$ 7,666	\$ 7,584	\$ 82
Texas Daily/Texas Term Debt Svce	\$ 1,511,991	\$ 1,495,841	\$ 16,150
Total Funds	\$ 25,375,355	\$ 37,339,242	\$ (11,963,887)
Interest Rate	4.30%	4.31%	

First Lockhart National Bank	Balance on 06/30/2025	Balance on 03/31/2025	Net Change
Interest & Sinking Fund	\$ 277,870	\$ 419,162	\$ (141,291)
General/Operating Fund	\$ 1,945,387	\$ 3,451,611	\$ (1,506,224)
Redemption Account	\$ 2,323	\$ 2,306	\$ 17
Payroll	\$ 343,064	\$ 717,129	\$ (374,065)
School Nutrition	\$ 410,348	\$ 419,181	\$ (8,833)
Fiduciary Funds	\$ 29,198	\$ 12,479	\$ 16,720
Top Ten Scholarship Funds	\$ 145,299	\$ 150,194	\$ (4,895)
Roland Endowment Funds	\$ 22,007	\$ 21,845	\$ 161
2023 Bond Porceeds	\$ 210,695	\$ 342,994	\$ (132,299)
Total Funds	\$ 3,386,191	\$ 5,536,901	\$ (2,150,710)
Interest Rate	3.00%	3.00%	

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create 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 I.S.D. BOARD

Tax Collection Report

JUNE 2025

	June	Prior Months	TOTAL	PRIOR YEAR
2024 Tax Collection	\$137,650.40	\$32,311,095.48	\$32,448,745.88	\$28,267,290.28
2023 & Prior Collection	\$58,098.85	\$1,692,715.79	\$1,750,814.64	\$1,337,156.96
Total Tax Collection =	\$195,749.25	\$34,003,811.27	\$34,199,560.52	\$29,604,447.24

note: Above figures include penalties and interest collected

2024 Original Levy \$34,299,154.11

June 30, 2025 Percent of 2024 Tax Collected 94.59%

June 30, 2024 Percent of 2023 Tax Collected 94.04%

June 30, 2023 Percent of 2022 Tax Collected 95.62%

June 30, 2025 - Balance of Delinquent Tax \$2,762,166.21

June 30, 2024 - Balance of Delinquent Tax \$2,299,143.99

June 30, 2023 - Balance of Delinquent Tax \$1,892,852.99

Corrections made to Current Tax Roll (\$30,351.56)

Corrections made to Delinquent Tax Roll (\$12,317.95)

NOTE:

Caldwell County Appraisal District has collected and disbursed Attorney Fees in the amount of \$12,547.04

Submitted by:

Shanna Ramzinski

Shanna Ramzinski
 Chief Appraiser
 Caldwell County Appraisal District

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

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Lockhart Independent School District Board of Trustees

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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

Lockhart Independent School District School Health Advisory Council 2024-2025 Annual Report

SHAC Vision Statement

The Lockhart ISD SHAC envisions students, staff and families being educated to make healthy life choices.

SHAC Mission Statement

Our mission is to promote and nourish health and wellness within a safe school environment emphasizing the physical, social, emotional and spiritual needs of the Lockhart ISD educational community so that all students are able to learn at their highest potential.

Introduction

Each school district in Texas is required by Texas Education Code 28.004 to establish and maintain a district-level School Health Advisory Council. The School Health Advisory Council of the Lockhart Independent school District is specifically authorized by the Board of Trustees in District policies BDF (LEGAL), EHAA (LEGAL), EHAB (LEGAL), EFAA (LEGAL), and FFA (LOCAL).

This report for the 2024-2025 school year lists the SHAC meeting dates, committee members, actions taken by the SHAC and a brief description of each meeting. Detailed meeting minutes, agendas, presentations and an audio recording of each meeting can be found on the LISD SHAC website.

Summary

The Lockhart ISD 2024-2025 SHAC, led by Marissa Mendez (Parent Co-chair) and Shelly Weber (District Co-chair), was composed of 25 members including parents, community members and district staff. The SHAC met 4 times during the school year. The following topics were discussed at the meetings this school year: Communities in Schools programming in Lockhart ISD; district cell phone policies; elementary curriculum of instruction to cover required topics of child abuse, family violence, dating violence and sex trafficking. All meetings were open to the public.

2024-2025 Meeting Dates and Attendance

Meeting Date		Attendance
November 11, 2024	In-person	15 present
January 13, 2025	In-person	16 present
March 10, 2025	In-person	14 present
April 14, 2025	In-person	17 present

SHAC 2024-2025 Members

Abel, Whitney	Parent - LHS, LJHS, Board appointed
Alicea, Aaron	Parent - Navarro, Licensed Mental Health Counselor
Amaya, Connie	Community Member, Grandparent-LHS, Board appointed
Baltierra, Lezlie	Parent - Plum Creek
Bates, Jennifer	Clear Fork Elementary Counselor
Beltran, Maria	Parent - ABS, LHS
Burge, Taylor	Parent - Clear Fork
Camarillo, Stephaine	Deputy Superintendent
Davidson, Ty	Asst. Superintendent of Curriculum & Instruction
Davis, Jessica	Parent - Bluebonnet, LJHS
Doggett, Camille	Parent - Carver, Plum Creek, LJHS, LHS, nonprofit health organization representative
Hernandez, Olivia	Parent - LJHS
Holz, Katie	Parent - Clear Fork, Registered Nurse
Keller, Jaclyn	LHS Registered Nurse
Lacy, Elsie	Texas A&M Extension Agent, Family & Community Health
Lee, Kimberly	Parent - LHS, LJHS, Bluebonnet, Board appointed , Resigned 3/10/2025
Manibusan, Denise	Food & Nutrition Coordinator
Mendez, Marissa	Parent - LHS, Bluebonnet, Parent Co-chair
Metzler, Nick	Parent - LHS, LJHS, Board appointed
Nguyen, Rebecca	Elementary PE Coordinator
Pacheco, Michelle	Parent - LHS, Board appointed
Rios, Maria	Methodist Wesley Nurse
Tippie, Helen	Parent - LHS, Registered Nurse
Weber, Shelly	Health Services Coordinator
Wilson, Kaile	Parent - Navarro, Navarro Registered Nurse

*Parent members are shaded in green. The majority of members are required to be parents of current Lockhart ISD students.

*Board appointed members are as indicated. The SHAC is required to have at least 5 members appointed by the Board of Trustees.

*Complete membership roster approved for appointment to the SHAC by the Board of Trustees at October 2024 Board meeting.

SHAC Actions and Recommendations

- Communities in Schools programming in Lockhart ISD was reviewed
- Elementary curriculum for required the topics of child abuse, family violence, dating violence and sex trafficking was reviewed. The SHAC is recommending QuaverEd curriculum to be used for this instructional requirement for elementary students.
- District cell phone policies reviewed. The SHAC is supporting the district's cell phone policies and is recommending for education to be provided to parents and students regarding the harmful effects of cell phone usage in schools.

Brief Description of Meetings

Meeting #1, November 11, 2024: The committee reviewed the purpose of the SHAC, discussed legislative mandates governing the SHAC, and reviewed membership requirements. John Sanchez, Program Director for Communities in Schools (CIS), gave a presentation about the purpose and services of CIS in Lockhart ISD. CIS works with students and families and partners with the district to support students in school and in life. Lindsay Razzaz, Director of Strategic Partnerships for CIS, spoke about other organizations that CIS has partnered with to bring services to Lockhart ISD. The meeting concluded with a discussion regarding future meeting topics of interest. Members were given the opportunity to provide input.

Meeting #2, January 13, 2025: The meeting began with Adam Miller, LISD Director of Communications and Safety & Security and representative of the Community Engagement sub-committee of the LISD Navigate to 28 district initiative, presenting the idea of having a district health fair. Membership verbalized interest in helping the district with a health fair. Shelly Weber then presented the district cell phone policies of Lockhart High School and Lockhart Jr. High. Principals from Pride High School (Ethan Peters), Lockhart Jr. High (Karen Nixon) and Lockhart High School (Daniel Martinez) spoke about cell phone policies at their respective schools. Membership then had a discussion about the cell phone policies. This discussion continued at another meeting.

Meeting #3, March 10, 2025: The Board of Trustees adopted a resolution at the February Board meeting to convene the SHAC to make a recommendation to meet the curriculum requirements as listed in Senate Bill 9 of the 87th Legislative 2nd Special Session. Shelly Weber informed the membership that the previous SHAC recommendation for an elementary curriculum of instruction to cover the required topics of child abuse, family violence, dating violence and sex trafficking is no longer available to the district; therefore, the SHAC would need to review a new curriculum and make a new recommendation. Paige Mitchell, the QuaverEd Texas representative, led a presentation about QuaverEd which could meet the curriculum requirements. The curriculum is aligned with the Health and PE TEKS and is currently used in 2500 schools. QuaverEd is the only curriculum that meets 100 percent of the required TEKS for health and PE. There are resources available for parents and the curriculum is available in English and Spanish. Members were given the opportunity to ask questions. Parents must give permission for their child to receive this instruction. Members were informed that the District is currently using QuaverEd to meet other PE, Health and Music TEKS and there is no increase in cost to add this additional required instruction.

Meeting #4, April 14, 2025: The discussion continued from the previous meeting regarding the review and recommendation of a new curriculum to cover the required instruction related to child abuse, family violence, dating violence and sex trafficking. Shelly Weber reviewed information covered in the March SHAC meeting. Members were asked to provide feedback about using the QuaverEd curriculum to meet this instructional requirement. Members discussed having both counselors and PE teachers involved with the delivery of the instruction to the students as counselors have the expertise and

training to discuss these difficult topics. The membership voted in favor of recommending the QuaverEd curriculum to meet this requirement. Additionally, Shelly Weber reviewed the January SHAC meeting regarding the cell phone policies of secondary campuses. Members were asked to provide feedback regarding the cell phone policies. Members voted in favor of supporting the district's cell phone policies and also made a recommendation for there to be education for parents and students regarding the harmful effects of cell phones in schools. In closing, Shelly Weber discussed the membership terms per SHAC by-laws and discussed membership for next school year.

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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BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

AGREEMENT BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT &
COMMUNITIES IN SCHOOLS of CENTRAL TEXAS

This AGREEMENT for services is entered into this ____ day of _____, 2025, by and between the Lockhart ISD and Communities In Schools of Central Texas, a non-profit corporation.

Lockhart ISD (ISD) desires to engage Communities In Schools of Central Texas (CIS) to render certain social services within the ISD and CIS desires to perform certain social services within the ISD.

I. Scope of Services

CIS will provide to the ISD during the term of the contract the following:

1. Campus Staff. CIS will provide each designated campus with a full-time social service professional (i.e., Program Manager). CIS may provide, as available, additional staff, such as, AmeriCorps members, caseworkers, university interns, and volunteer tutors and mentors. CIS will assign a Program Manager chosen with the input of the appropriate school principal (or designee) to the following ISD seven (7) campuses: Alma Brewer Strawn Elementary, Bluebonnet Elementary, Clear Fork Elementary, Navarro Elementary, Plum Creek Elementary, Lockhart Junior High School, and Lockhart High School
2. Supervision of Campus Staff. CIS administrative staff will be responsible for the supervision of CIS staff, interns and volunteers serving each campus. Issues regarding the performance of CIS staff, interns and volunteers will be handled by the CIS administration with input from campus principal.
3. Campus Service Delivery Plans. The CIS Program Manager and ISD campus staff will jointly develop a program plan that describes the needs of students, services and school to be provided by CIS on each campus. This program plan will be updated each year and can be included as part of the Campus Improvement Plan.
4. CIS Services. As outlined in the campus service plans, CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. CIS services may include:
 - assistance in identifying students who need support services to improve their attendance, achievement or behavior;
 - involvement in campus student assistance programs, work groups, etc. as assigned by the appropriate school administrator;
 - assistance in developing and monitoring student support service plans;
 - individual, group and family counseling;
 - crisis intervention, mediation, de-escalation services
 - case management, monitoring, and related support and follow-up services;
 - parental involvement activities, such as: parent training sessions, home visits, student/parent activities, parent conferences;
 - referrals to other agencies and assistance in connecting the school with services provided by other community resources;
 - enrichment activities, such as, field trips, after school clubs, attendance incentives;
 - pre-employment skills training, such as, career days and school-to-career activities;
 - student advocacy;
 - support of school-wide activities
 - summer programming
 - special programs on select campus, (e.g. Male Student Achievement Program, Mental Health Services, and AmeriCorps);

- other program or services as deemed appropriate and jointly agreed upon by CIS and ISD.
5. Reporting to ISD. CIS will provide campus and district wide reports within sixty (60) days of the end of the summer semester. These reports will indicate the number of students receiving services described in each campus program plan, demographic information of students served, and information about the behavior, attendance, and academic achievement of the students served.
 6. CIS will abide by all applicable federal, state and local laws and regulations.
 7. CIS may request to move or leave a specific ISD campus due to a significant loss of funding from ISD or non-ISD sources, a significant change in demographics or decline in the percentage of students considered at-risk on a specific ISD campus, or other persistent factors that negatively impact CIS' ability to effectively deliver services.

The ISD will provide to CIS at each service location during the term of the contract the following:

1. Adequate confidential space to house the CIS staff and program. 784 minimum Elementary School square feet and 1024 minimum secondary school square feet.
2. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees at all times CIS is performing its duties under this Agreement. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.
3. Use of campus copier
4. Phone line and internet access
5. Input regarding CIS personnel who are stationed on the campus(s)
6. Assistance to CIS in collecting data on student attendance, behavior and achievement as necessary to complete reports required in this Agreement. Attached Exhibit A Data Collection Elements
7. Inclusion of CIS in the District Improvement Plan and Campus Improvement Plan(s)

II. Time of Performance

This AGREEMENT shall be for a term of twelve months, commencing on September 1, 2025 and continuing through August 31, 2026.

III. Compensation and Method of Payment

For consideration for the services to be performed by CIS under this AGREEMENT, the ISD shall pay to CIS \$ 315,000. Payment of \$157, 500 shall be due and payable upon the execution of this Agreement. Balance of \$157, 500 shall be due and payable on February 1, 2026.

IV. Additional Terms

1. Termination for Cause. Either party may terminate this Agreement if the other party is in breach of this Agreement. If a party ("First Party") believes the other party ("Second Party") is in breach of this Agreement, the First Party shall notify the Second Party in writing of the breach and the Second Party shall have thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) day period, the First Party may terminate this Agreement after providing five (5) days written notice. Provided, however, that nothing herein shall preclude either party from immediately terminating this Agreement to avoid an immediate threat to public health or safety, or for grounds otherwise permitted in this Agreement.

2. Termination for Convenience. ISD may terminate this Agreement without cause by giving thirty (30) days notice of termination to CIS. CIS shall continue to provide services during such thirty day period unless a shorter period is agreed to by both parties. CIS shall be paid for all services performed until the earlier of the date of termination or the date upon which CIS ceases performance of the contract by mutual agreement. Compensation for services shall be at a daily rate of 1/365th of the total compensation listed in Article III. In the event CIS has been paid for services not performed, CIS shall return such ⁹⁵unearned payments at a daily rate of 1/365th of the total

compensation listed in Article III within 30 days following the date of termination.

3. ISD Not Liable. ISD shall not be liable to CIS or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of CIS, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by CIS.

4. CIS Not Liable. CIS shall not be liable to ISD or its employees, agents, invitees, licenses or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of ISD, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by ISD.

5. Access. CIS may be issued keys to buildings as required for CIS to carry out the terms of this Agreement. If CIS is not issued keys, then ISD personnel must be present to open and close buildings for CIS.

6. CIS's Indemnity. To the extent permitted by law, CIS agrees to indemnify, defend and hold ISD harmless from and against any claims by CIS, its clients, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by CIS's maintenance, use, or operation of ISD premises. Such duty to indemnify shall apply without regard to whether the claim shall arise from the negligence of CIS, ISD, or any combination thereof.

7. Representations and Warranties. CIS represents that is a non-profit corporation organized, validly existing, and in good standing under the laws of the State of Texas, and has the power and authority to enter into this Agreement and to fulfill the duties of this Agreement. CIS has obtained all necessary approvals to execute this Agreement and to fulfill the duties specified. This Agreement, as of the Effective Date, will constitute a valid and binding Agreement of CIS, enforceable against CIS in accordance with the terms of this Agreement.

8. Assignment. Neither party shall assign its rights under this Agreement, without the prior written consent of the other party.

9. Notices. Any payment, notice or document required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, with postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set out below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto:

To:	Lockhart Independent School District 419 Bois D'Arc Lockhart, TX 78644
Attn:	Ty Davidson, Assistant Superintendent
To:	Communities In Schools of Central Texas 2521 East St. Elmo Road Austin, TX 78744
Attn:	Sharon Vigil, Chief Executive Officer

10. Invalid Provisions. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision shall be fully severable, and this Agreement shall be construed as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

11. Entire Agreement. This Agreement, together with any Program and Space Use Plans, embodies the entire agreement and understanding between the parties relating to the After-school Program Services and may not be amended, waived or discharged except by an instrument in writing executed by both ISD and CIS. All prior statements, representations, and negotiations regarding the subject matter of this Agreement are deemed to have

been integrated herein.

12. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. This Agreement shall not be construed more or less favorably with respect to either party.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns.

14. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, and only ISD and CIS have the right and standing to bring suit to enforce this Agreement.

15. Waiver. The provisions of this Agreement may be waived only by the written agreement of the parties. Delay or omission by either party to exercise any remedy or right accruing on default or breach of the other party does not alter or impair any remedy or right under this Agreement.

16. Relationship of Parties. ISD and CIS agree that this agreement shall create an independent contractor relationship only, and that nothing herein may be construed as creating any general or limited partnership, corporation, joint venture, or other jointly owned or operated business entity of any description.

17. Employees of Parties. Each party shall be solely responsible for hiring, training, supervising, and compensating their respective employees. No employee of either party shall, by reason on this contract, be considered an employee of the other party, as jointly employed, or otherwise eligible for any benefits of employment by the other party.

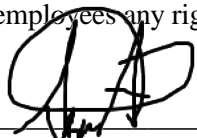
.1 The parties recognize that employees of CIS may, from time to time, be required to comply with directives from ISD’s campus Principal or other administrative personnel. ISD and CIS expressly agree that neither will assert that an employee of the other was at any time acting as a borrowed servant, except pursuant to a separate, written agreement granting to a party a general right of control over an employee of the other party.

.2 Nothing herein may be construed as an attempt by either party to waive or in any restrict the application of any common law or statutory immunity available to CIS’s employees as professional school employees or school district volunteers.

18. Information Regarding Children with Disabilities. CIS agrees that it will, to the maximum extent permitted by law, share information with ISD regarding children who are eligible or potentially eligible for ISD services pursuant to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400, et seq.) and/or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). Such information will be used by ISD solely for purposes of assessing and providing educational services to the student, and all such information will be maintained in confidence in accordance with ISD policies.

19. Employee Conduct. CIS agrees that it will establish standards of employee and/or volunteer conduct in the workplace addressing conduct towards other CIS employees, volunteers, ISD employees, students and members of the public. Such policies shall be not less stringent than those established by the ISD board of trustees in its published policies. CIS may satisfy its obligations under this paragraph by adopting ISD’s policies by reference, but shall not thereby be entitled to confer upon CIS’s employees any rights as an employee of ISD.

Mark Estrada, Superintendent of Schools



Sharon Vigil, Chief Executive Officer

Date of Acceptance

05/28/2025

Date of Acceptance

EXHIBIT A: DATA COLLECTION ELEMENTS

Lockhart ISD (ISD) agrees to provide student data access to the authorized staff of Communities In Schools for the purpose of ongoing monitoring of academic progress of the ISD students enrolled in Communities In Schools programs. The terms of this agreement are in effect as long as the contract for services between ISD and Communities In Schools is in effect or until terminated by one or both parties.

Communities In Schools will be able to generate standard reports of participants’ aggregated student information (e.g., average attendance, discipline and academic achievement). ISD will provide Communities In Schools access to the following individual student level data during the term of this agreement at campuses served by Communities In Schools.

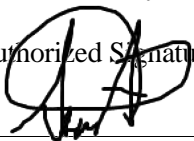
- o Data Fields - Student First, Middle and Last Name, Student DOB, Student State ID, Guardian Name, Guardian address, Guardian Telephone Number, Campus Name
- o Demographics – 11-digit TEA identification number, date of birth, age, gender, ethnicity, grade level, ISD enrollment dates, and types of services received, English Language Learner (ELL) flag, free/reduced lunch status, Special Education Plan, 504 Plan, retained flag, homeless flag, and unaccompanied youth flag.
- o Attendance (current and previous school year) – days enrolled, date absent, absence reason and dates tardy.
- o At-Risk Status and Identifier
- o Grades (current and previous school year) – teacher’s names, courses, grades, teacher comments, personal development scores, missing assignments, HS graduation date, HS endorsement track, credits attempted (HS only), credits earned (HS only), class rank (HS only) and cumulative GPA (HS only).
- o Discipline (all the years enrolled in the ISD) – dates, reasons, actions and incident location.
- o Standardized Test Scores – District, State and National standardized tests (For example – STAAR, American College Testing (ACT) etc.), Student Benchmark Assessment Scores, ISIP, ACT, SAT, TSI, PSAT, and AP Scores and Participation
- o Interventions and Services.

Communities In Schools assures that individual student data made available under this agreement is strictly utilized for student tracking, program delivery and reporting to Texas Education Agency. Communities In Schools assures that in all reports and communications, electronic or otherwise, derived from information made available under this agreement, all data shall be de-identified or aggregated in such a way no individual will be identified directly or by deduction. Communities In Schools assures that individual student data will not be released to a third party without a parental consent

Communities In Schools agrees to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act, (FERPA) (20 USC § 1232g, et seq.) governing the sharing of student information. Any unauthorized disclosure of confidential student information is a violation of FERPA and shall not be permitted to occur.

Communities In Schools shall provide ISD with a sworn affidavit that saved data in any form, whether physically or electronically saved, have been destroyed at the end of the contract term.

Authorized Signatures:



Sharon Vigil, Chief Executive Officer
Communities In Schools

05/28/2025

Date

Mark Estrada, Superintendent of Schools
Lockhart Independent School District

Date

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:

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

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

PREMISES

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

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

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

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

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

**Article 1 LEGAL AUTHORITY AND
PURPOSE**

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

and to provide a direct link with the LPD.

Article 2 SRO PROGRAM
STRUCTURE

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

Article 3 SERVICES TO BE
PROVIDED

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

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

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

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

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

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

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

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

Data shall also be disaggregated by:

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

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

- a. Verify and record the identity of the officer or other authority and request an explanation of the need to arrest the student at school.
 - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises criminal allegations against the student's family members, campus administration will be prohibited by the SRO/designee to notify parents/family members.
 - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 3.12 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Lockhart Superintendent and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent.
- 3.13 The School District and the LPD agree that canine contraband services will be conducted by a LPD Narcotic Drug Detection Dog. The Canine Handler will coordinate with campus administration and the SRO to plan dates for the canine searches. The School District and LPD agree to conduct ten (10) searches throughout the school year for the School District. Additional Narcotic Drug Detection Dog searches will be conducted by LPD at a cost of one hundred and fifty dollars per search, not to exceed 20 additional searches and to be billed monthly. The procedures for the searches will be determined by the LPD, with input from the School District.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

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

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

Article 5
TRAINING

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

Article 6
FINANCIAL RESPONSIBILITIES & EQUIPMENT

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

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

Article 7

RELATIONSHIP BETWEEN THE PARTIES

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

- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the City and the agents, officers and employees of the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.5 Lockhart ISD shall have no liability whatsoever for or with respect to the City's use of any City property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the City. The City covenants and agrees that:
- a. The City shall be solely responsible, as between the City and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the City or its agents, officers, employees, and subcontractors, while on the City's property or while using the any of the City's facilities or performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the City to Lockhart ISD pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.
- 7.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 7.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the City waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

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

Article 8
TERM

- 8.1 The initial term of this Agreement shall commence on August 1, 2025, and continue through June 30, 2026, and shall automatically renew for an annual term commencing on August 1st, thereafter, unless terminated earlier, in writing, by either party.
- 8.2 If the City wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the SROs' salaries and related costs, the City shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the City in writing of its agreement to the change in annual payment by June 15th, the Agreement between the City and Lockhart ISD shall terminate at the end of the term.
- 8.3 After the initial annual term of this Agreement, Lockhart ISD and the City will agree on the annual amount payable for the SROs' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 8.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 8.7 Termination will not relieve Lockhart ISD of its obligation to pay the City for any amounts due and payable for services performed prior to termination. Lockhart ISD is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 9
NOTIFICATIONS

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

CITY OF LOCKHART
Attn: Chief of Police

LOCKHART INDEPENDENT SCHOOL DISTRICT
Attn: Superintendent of Schools

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

ARTICLE 10
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the _____ of July 2025.

CITY OF LOCKHART, TEXAS

By _____

Lew White, Mayor, City of Lockhart

ATTEST:

By _____

Connie Constancio, TRMC City
Secretary/Administration Services Mgr.

LOCKHART INDEPENDENT SCHOOL DISTRICT

By _____

Michael Wright, President, LISD School Board

ATTEST:

By _____

Dr. Barbara Sanchez, Secretary, LISD
School Board

2025-2026 SRO Cost Summary

			Officer #1	Officer #2	Total
Salary			\$68,985.28	\$72,863.02	\$141,848.30
Benefits			\$28,701.07	\$29,740.70	\$58,441.77
12 month total cost			\$97,686.35	\$102,603.72	\$200,290.07
Percent LISD: 65.38% (1360/2080)	Actual:	65.38%	\$45,102.58	\$47,637.85	\$92,740.42
	Benefits:	65.38%	\$18,764.76	\$19,444.47	\$38,209.23
			\$63,867.34	\$67,082.31	\$130,949.65
Times percent of time charged to LISD:			100%	100%	
Total LISD Salary/Benefits costs			\$63,867.34	\$67,082.31	\$130,949.65
Vehicle Costs			\$8,115.50	\$8,115.50	\$16,231.00
Uniforms & Equipment (Cost/5 year useful life)			\$2,390.00	\$2,390.00	\$4,780.00
2025-2026 SRO Assignment Pay Stipend			\$9,000.00	\$9,000.00	\$18,000.00
Grand Total			\$83,419.80	\$86,637.14	\$170,056.94

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:

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LOCKHART INDEPENDENT SCHOOL DISTRICT and CALDWELL COUNTY, TEXAS**

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

PREMISES

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

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

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

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

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

**Article 1
LEGAL AUTHORITY AND PURPOSE**

- 1.1 The legal authority for the Caldwell County and the Lockhart Independent School District to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that the County and Lockhart ISO have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the Constable Security Program ("CSP") is to place armed, commissioned peace officers in Lockhart ISO campuses to provide security for LISD schools, students, staff and visitors, who can react to threats to LISD campuses as first responders in emergency situations,

provide a security presence to act as a deterrent to threatening conduct, and to monitor the security of LISD campuses and facilities.

Article 2

CONSTABLE SECURITY PROGRAM STRUCTURE

- 2.1 Constables and Deputy Constables (collectively "Constables") are classified as peace officers by the Texas Code of Criminal Procedure, and only after meeting specified qualifications, equivalent to those of all other peace officers in the state of Texas, are constables licensed by Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE). While Constables are peace officers for Caldwell County, the duties of the Constables in the CSP will be limited to providing security to Lockhart ISO campuses and facilities, and related security duties.
- 2.2 Lockhart ISO utilizes the Lockhart Police Department to provide School Resource Officers ("SRO(s)"). Only The SROs shall be authorized and responsible for carrying out all duties and responsibilities of a law enforcement officer. The Constables shall be authorized to act as required under Chapter 2 and Chapter 6 of the Texas Code of Criminal Procedure.
- 2.3 School officials will ensure that non-criminal student disciplinary matters remain the responsibility of school staff. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The Constables shall refrain from being involved in the enforcement of disciplinary rules, except to support staff in maintaining a safe school environment in emergency situations.
- 2.4 The parties agree that the goal of the CSP is to have constables providing security services to specified District campuses and facilities at least ninety percent (90%) of instructional days.

Article 3

SERVICES TO BE PROVIDED

The County, through its various Precinct Constables, will be responsible for the following:

- 3.1. Providing armed, commissioned peace officers, licensed by the State of Texas as security service personnel to be assigned to Lockhart ISO campuses, as designated by LISD for the 2022-2023 school year. **(Exhibit B)**
- 3.2 The County will appoint one Constable to act as the coordinator of the CSP ("CSP Coordinator"). The CSP Coordinator is responsible for scheduling constables to provide security services to the District under this Agreement. The CSP Coordinator will work with campus principals and the Superintendent to facilitate the CSP at seven LISD campuses/facilities. **(Exhibit B)**
- 3.3. Constables will sign up with the CSP Coordinator to provide security services to LISD during times which they are not scheduled for regular duty by the County. The CSP Coordinator will provide the District with a schedule of security coverage for each of the campuses/facilities for the

following month no later than three business days prior to the end of each month. The goal of the CSP is to have constables providing security services to specified District campuses and facilities at least ninety percent (90%) of instructional days. **(Exhibit B)**

- 3.4 If constable that is scheduled to provide security services cannot perform his/her scheduled duties, the constable will contact the CSP Coordinator to find a replacement. If a replacement cannot be assigned, the constable or the CSP Coordinator will notify the assigned campus as soon as possible before the start of the scheduled duty.
- 3.4 The Constables shall follow the policies and procedures of Lockhart ISO to the extent those policies do not conflict with the policies and procedures of the County.
- 3.5 The Constables will coordinate and cooperate with the Lockhart ISO Superintendent and other Lockhart ISO administrative staff in carrying out their day-to-day duties as security personnel.
- 3.6 **CONSTABLE DUTIES:** The goal of the Constable is to provide security to the LISD campus or facility to which the constable is assigned. The duties to be performed by the SRO Constables include, but are not limited to, the following:
 - a. Being a visible presence during the school day to assist the Lockhart ISO administration with general public safety services during school hours.
 - b. Monitoring areas within the vicinity of the Lockhart ISO campus or facility the constable is assigned to protect all students, personnel, and visitors.
 - c. Responding to calls for emergency services during the course of the regular school day or when serving in support of an official Lockhart ISO extracurricular or after-school activity.
 - d. Acting as a first responder to protect LISD students, staff, and visitors during emergency and threats to the campus or facility.
 - e. Assisting Lockhart ISO with the implementation of its Emergency Operation Plan.

Article 4

GENERAL DUTIES AND RESPONSIBILITIES

- 4.1 The County agrees to perform any obligations required to maintain the constable as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the constables with any and all continuing training necessary to maintain their TCLEOSE certification.
- 4.2 The constables assigned to Lockhart ISD shall be subject to the approval of the Lockhart ISD Superintendent and Caldwell County Precinct 4 Constables office. Lockhart ISD understands that

the County may rotate or change any officer assigned to serve as security personnel; provided, however, that Lockhart ISD may refuse any particular officer assigned as security personnel and request assignment of a different constable. LISD understands that if such a request is made the assignment of a different constable is based on availability and staffing.

- 4.3 The County will authorize the Constable to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Lockhart ISD specifically authorizes each constable to carry a weapon in performing security services at all schools and property within Lockhart ISD. When not on duty as security personnel, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCLEOSE and the County and District Policies CKE (Legal) and GK.A (Legal).
- 4.4 As County employees, any disciplinary action taken against the constable shall follow the policy and procedure set forth in the employee handbook of the County.
- 4.5 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 4.6 The Parties recognize that the services to be provided by the County may be limited to the extent that said services conflict with or compromise the County's ability to provide effective law enforcement services to the County generally; and, should a conflict arise between the policies of Lockhart ISD and the County, the County policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent the County from meeting its obligations under this Agreement, the County acknowledges such conflict constitutes good cause to terminate the Agreement.
- 4.7 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to incidents occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 4.8 Nothing in this Agreement prevents Lockhart ISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes.

Article 5
FINANCIAL RESPONSIBILITIES & EQUIPMENT

- 5.1 The County shall provide the constables with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of the County. The County shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, overtime, social security taxes, if any, and all other payroll expenses.
- 5.2 Lockhart ISD will be responsible for reimbursing the County on a monthly basis for the constables' hourly rate per hour of service to the District, as set out in **Exhibit A**.
- 5.3 The County shall keep and maintain accurate records of dates of service and the hours served by the constables. The County shall be responsible for calculating and documenting the charge for services rendered pursuant to this Agreement. With 48-hour notice, exclusive of weekends, the County shall promptly provide Lockhart ISD with access to all time calculation records maintained by the County for any security services provided pursuant to this Agreement.
- 5.4 The Parties agree to provide the following equipment and materials to the constable:
- a. At its own cost, the County shall furnish the constables with all equipment routinely assigned to law enforcement personnel who serve the County. The County will maintain and service all equipment used by the constables in providing security services to Lockhart ISD. Equipment includes, but is not limited to, uniforms, firearms, radios, and all other devices used by the County law enforcement personnel in the performance of their duties.

Article 6
RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Lockhart ISD and the County shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 6.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship.
- 6.3 Officers employed by the County and assigned by the County to serve as security personnel at Lockhart ISD are and will remain employed by the County.

- 6.4 The County shall have no liability whatsoever for or with respect to Lockhart ISD's use of any Lockhart ISD property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents or assigns of Lockhart ISD. Lockhart ISD covenants and agrees that:
- a. Lockhart ISD shall be solely responsible, as between Lockhart ISD and the County and the agents, officers and employees of the County, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by Lockhart ISD or its agents, officers, employees, and subcontractors, while on Lockhart ISD property or while using any Lockhart ISD facility or performing any function or providing or delivering any service undertaken by Lockhart ISD pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the County to Lockhart ISD pursuant to this Agreement, Lockhart ISD hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, reasonably expected to insure Lockhart ISD and its agents, officers, and employees from any and against any claim, cause of action or liability arising out of or from the action, omission, or failure to act by Lockhart ISD, its agents, officers, employees, and subcontractors in the course of their duties.
- 6.5 Lockhart ISD shall have no liability whatsoever for or with respect to the County's use of any County property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the County. The County covenants and agrees that:
- a. The County shall be solely responsible, as between the County and Lockhart ISD and the agents, officers, and employees of the Lockhart ISD, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the County or its agents, officers, employees, and subcontractors, while on the County's property or while using the any of the County's facilities or performing any function or providing or delivering any service undertaken by the County pursuant to this Agreement.
 - b. For and with respect to the services to be provided by the County to Lockhart ISD pursuant to this Agreement, the County hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the County and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or from the action, omission, or failure to act by the County, its agents, officers, employees, and subcontractors in the course of their duties.
- 6.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 6.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Lockhart ISD nor the County waive, modify, or alter to any extent whatsoever the availability of the defense of

governmental immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.

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

Article 7 **TERM**

- 7.1 The initial term of this Agreement shall commence upon execution by both parties, and continue through July 31, 2026, and shall automatically renew for an annual term commencing on August 1st thereafter, unless terminated earlier, in writing, by either party.
- 7.2 If the County wishes to renew this Agreement subject to a change in Lockhart ISD's annual payment for the constables' salaries and related costs, the County shall provide Lockhart ISD with written notice of that requested change, including a revised Summary of Calculations for Costs, no later than April 1st of the calendar year. Unless Lockhart ISD notifies the County in writing of its agreement to the change in annual payment by June 15¹, the Agreement between the County and Lockhart ISD shall terminate at the end of the term.
- 7.3 After the initial annual term of this Agreement, Lockhart ISD and the County will agree on the annual amount payable for the constables' salaries and related costs by executing an agreed upon Summary of Calculations for Costs.
- 7.4 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of sixty (60) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 7.5 This Agreement may be terminated by either Party, for cause, by the giving the other party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

- 7.6 In the event the Parties are unable to reach a mutual agreement on the terms of the Memorandum of Understanding described in Article 3 above by August 1st of the annual term, any Party will have cause to terminate its participation in the Interlocal Agreement by giving the other Parties a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 7.7 Termination will not relieve Lockhart ISO of its obligation to pay the County for any amounts due and payable for services performed prior to termination. Lockhart ISO is not obligated for any costs or payments that accrue after the termination of this Agreement.

ARTICLE 8
NOTIFICATIONS

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

COUNTY OF CALDWELL County Judge, Hoppy Haden 110 S. Main St. Room 101 Lockhart, Texas 78644	LOCKHART INDEPENDENT SCHOOL DISTRICT P.O. Box 120 Lockhart, TX 78644 Attn: Superintendent of School
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8.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

ARTICLE 9
MISCELLANEOUS PROVISIONS

- 9.1 If any portion of this Agreement shall be deemed void or invalid, the remaining portions of the Agreement shall continue in full force and effect.
- 9.2 This Agreement represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
- 9.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Caldwell County, Texas unless otherwise mandated by law.
- 9.4 No Party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

- 9.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 9.6 By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the ___ day of _____, 2025.

COUNTY OF LOCKHART, TEXAS

By _____
County Judge
Caldwell County

ATTEST:

By _____
Teresa Rodriguez
Caldwell County Clerk

LOCKHART INDEPENDENT SCHOOL DISTRICT

By _____
Michael Wright, President, LISD School Board

ATTEST:

By _____
Dr. Barbara Sanchez, Secretary, LISD School Board

Exhibit A

Hourly Rates for Security Services

1. The Parties agree that the hourly rate for security services performed by constables pursuant to this Agreement will be each individual constable's overtime rate of pay, which is time and a half of the constables normal hourly rate of pay.
2. The parties agree that that Constables will be paid by the County, and Lockhart ISO will reimburse the County as set forth in this Agreement.
3. The parties agree that the County will forward to Lockhart ISO a listing of the rates of pay of each constable who participates in this program at the beginning of each school year, and notify Lockhart ISO when any constable's rate of pay changes.

Exhibit B

LISD Campuses and Facilities Where CSP Will Operate

G.W. Carver Early Education Center

Clear Fork Elementary School

Plum Creek Elementary School

Bluebonnet Elementary School

Navarro Elementary School

Alma Brewer Strawn Elementary School

Pride High School, Lockhart Discipline Management Center, LISD Administration Building
(all three locations secured by one Constable)