



Waxahachie Independent School District
411 North Gibson Street
Waxahachie, TX 75165
972-923-4631
www.wisd.org

Special Meeting and Public Hearing |
AGENDA
Monday, August 30, 2021
5:00 PM

A Special Meeting and Public Hearing of the Board of Trustees of Waxahachie Independent School District will be held Monday, August 30, 2021, beginning at 5:00 PM in the Waxahachie ISD Administration Building, 411 N. Gibson St., Waxahachie, TX 75165.

The subjects to be discussed or considered or acted 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.

- I. CALL TO ORDER.
 - A. Announcement by the presiding officer that a quorum is present, that the meeting has been duly called, and that notice of the meeting has been duly posted for time and manner required by law.
- II. CLOSED SESSION. Section 551.001 et seq. (if necessary)
 - A. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, including discussing complaints, hiring, resignation, termination, proposal for non renewal, proposal for termination, evaluation, promotion or demotion of personnel. Gov't Code 551.074
 - B. Deliberating the purchase, exchange, lease or value of real property. Gov't Code 551.072
 - C. Deliberation regarding security devices, personnel deployment, or security audits. Gov't Code 551.076.
 - D. Consulting privately with the board's attorney concerning contemplated litigation. Gov't Code 551.071.
 - E. Discussion regarding the duties and responsibilities of School Board members. Gov't Code 551.074.
- III. RECONVENE TO OPEN SESSION.
 - A. Invocation and Pledges of Allegiance to the American and Texas Flags.
- IV. OPEN FORUM: Hearing of individuals or committees.**
- V. HUMAN RESOURCES.
 - A. Consideration and possible action to approve amended compensation plan related to instructional support. 4
 - B. Consideration and possible action to approve a request for new positions. 5
- VI. OPEN PUBLIC HEARING.
 - A. Conduct a public hearing to discuss the 2021-2022 Waxahachie ISD district budget and proposed school tax rate. 6
- VII. CLOSE PUBLIC HEARING.
- VIII. CONSENT AGENDA.
 - A. Consideration with possible action to amend the final 2020-2021 budget. 7
 - B. Consideration and action to approve TASB Board Policy Update 117 affecting Waxahachie local policies CH, CV, DEC. 22
 - C. Consideration and possible action to renew unemployment insurance coverage with TASB RMF for the 2021-2022 school year. 41
 - D. Consideration and possible action to approve a change order for Coleman Junior High roofing project in the amount of \$10,000. 48
 - E. Consideration and possible action to amend the purchase order with Advanced 49

	Telecom to increase by an amount not to exceed \$8,000.	
F.	Consideration and possible action to approve a contract with Next Step Community Solutions to provide mental health counseling services during the 2021-2022 school year in an amount not to exceed \$275,000.	50
G.	Consideration and possible action to approve a three-year subscription with Studies Weekly for intervention materials in an amount not to exceed \$70,000.	57
H.	Consideration and possible action to approve a purchase order with Pioneer Valley Books for intervention materials for an amount not to exceed \$115,000.	59
I.	Consideration and possible action to approve the purchase of math intervention materials from Do the Math in an amount not to exceed \$165,000.	62
J.	Consideration and possible action to approve a contract with IXL Learning for instructional support for students grade 3-12 at a cost of \$118,125.	67
K.	Consideration and possible action to execute an interlocal agreement with Region 12 for an alternative health plan.	72
L.	Consideration with possible action to appoint a school marshal who has been certified as eligible by the Texas Commission on Law Enforcement pursuant to WISD Board Policy CKEB(Legal) and section 37.0811 of the Texas Education Code.	76
IX.	ACTION ITEMS.	
A.	Consideration with possible action to adopt the 2021-2022 fiscal budgets for General Fund, Debt Service Fund, and Child Nutrition Fund.	77
B.	Consideration and possible action to approve an ordinance to adopt 2021 tax rates - M & O rate of \$0.9603 and I & S rate of \$0.3839 with a total tax rate of \$1.3442 per \$100 valuation.	79
C.	Consideration with potential action to approve a resolution creating up to 80 hours of special paid sick leave for employees with confirmed diagnoses of COVID-19 during the 2021-2022 school year.	81
X.	ADJOURN.	

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

Regular meetings of the Waxahachie ISD Board of Trustees begin at 5 p.m. To respect the time of those being recognized, recognitions will not begin before 6 p.m., and agenda items may be taken out of order to accommodate recognitions. Those being recognized are asked to arrive by 6 p.m.

*Audience participation is limited to the time allotted for those individuals who submit a Public Comment Card indicating the agenda or non-agenda topic they wish to address. At all other times during Board Meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer. Speaker presentation time will be set by the Board President at the Board dais. No action may be taken regarding the information received by the Board.

**In accordance with state law, public comment may not be used to voice a complaint involving the naming of specific individuals, including but not limited to the names of district employees or students, even if the matter is listed on the agenda. Additionally, no information that may be reasonably linked to an individual person may be spoken about during public comment. All complaints may be directed through the appropriate administrative channels before being presented to the Board:

Students/Parents – Board Policy FNG(LOCAL);
Employee – Board Policy DGBA(LOCAL); or,
Community Member – Board Policy GF(LOCAL).

This agenda (one or more pages) is part of a document entitled NOTICE OF MEETING in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. The Waxahachie ISD Administration Building, Board Room, 411 North Gibson Street, Waxahachie, Texas, 75165 is wheelchair accessible. A curb slope entry is available at the rear entrance.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Amend Compensation Plan**

Presented by: **Monica James**

Action

Background:

Due to a clerical error, the instructional support pay plan presented at the August 9, 2021 board meeting was incorrect. The starting salary for pay grade 1 on the instructional support salary schedule previously read Minimum of \$10.88, Midpoint \$14.42, Maximum \$17.74, and has been amended to align with TASB's recommendation as follows:

Minimum - \$12.00 Midpoint - \$15.00 Maximum - \$18.00

Recommendation:

The Board is asked to approve the compensation plan as presented.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021** _____

Subject: **Additional Positions** _____

Presented by: **Monica James** _____

Action

Background:

Consideration to approve the personnel report as recommended by the superintendent as presented that includes creation of new positions.

Recommendation:

The Board is asked to approve the report as presented.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021** _____

Subject: **Public Hearing 2021-22 Budget & Proposed Tax Rate**

--

Waxahachie ISD
BOARD OF TRUSTEES

Date: August 30, 2021

Subject: Budget and Finance

Presented by: Ryan Kahlden

Background:

Presented for Board consideration and approval are final amended budgets for General Operating, Interest & Sinking, Capital Projects and Enterprise Funds.

Recommendation:

Consideration for Board approval.

Waxahachie ISD 2020-21 Final Amendments to Budget at 8/31/21

	Adopted Gen. Fund 1XXX	Amended Gen. Fund 1XXX	Proposed Budget Amendments- Increases Gen. Fund 1XXX	Proposed Budget Amendments- (Decreases) Gen. Fund 1XXX	Proposed Revised Budget Gen. Fund 1XXX	Explanation
REVENUES						
5700 LOCAL & INTER. SOURCE REVENUE	51,518,443	51,526,191		(154,469)	51,371,722	
5800 STATE PROGRAM REVENUES	46,702,162	46,702,162	2,930,523		49,632,685	
5900 FEDERAL REVENUES	2,000,000	2,000,000			2,000,000	
7900 OTHER RESOURCES	-	-	54,225		54,225	
TOTAL REVENUES	100,220,605	100,228,353	2,984,748	(154,469)	103,058,632	
11 INSTRUCTIONAL RESOURCES & MEDIA SER	59,526,852	60,914,855	858,862		61,773,717	
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,406,093	1,406,093		(61,316)	1,344,777	
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,448,395	1,443,711	95,234		1,538,945	
21 INSTRUCTIONAL LEADERSHIP	2,448,012	2,455,037	106,421		2,561,458	
23 SCHOOL ADMINISTRATION	5,906,327	5,901,609	42,605		5,944,214	
31 GUIDANCE AND COUNSELING SERVICES	2,913,128	2,909,696		(135,161)	2,774,535	∞
32 SOCIAL WORK SERVICES					-	
33 HEALTH SERVICES	1,302,573	1,316,282	48,948		1,365,230	
34 STUDENT (PUPIL) TRANSPORTATION	3,068,028	3,168,028	151,443		3,319,471	
35 FOOD SERVICES	-	-		82,294	82,294	
36 COCURRICULAREXTRACURRICULAR ACTIV.	4,025,017	4,008,285	338,789		4,347,074	
41 GENERAL ADMINISTRATION	3,088,971	3,118,971	39,815		3,158,786	
51 PLANT MAINTENANCE AND OPERATION	8,813,291	8,985,791		(292,832)	8,692,959	
52 SECURITY & MONITORING SERVICES	1,458,312	1,462,612	231,004		1,693,616	
53 DATA PROCESSING SERVICES	2,066,579	2,590,864		(87,188)	2,503,676	
61 COMMUNITY SERVICES	261,800	261,800	39,447		301,247	
71 DEBT SERVICE					-	
81 FACILITIES	625,000	3,447,000		(184,540)	3,262,460	
95	15,000	15,000			15,000	
99	525,000	525,000	19,000		544,000	
TOTAL APPROPRIATIONS	98,898,378	103,930,634	1,971,568	(678,743)	105,223,459	
	Yes	No				

WISD Final Budget Amendments for 2020-21 as of 8/31/21

	Adopted Cap. Proj. 6XXX	Amended Cap. Proj. 6XXX	Proposed Budget Amendments- Increases Cap. Proj. 6XXX	Proposed Budget Amendments- (Decreases) Cap. Proj. 6XXX	Proposed Revised Budget Cap. Proj. 6XXX	Explanation
REVENUES						
5700 LOCAL & INTER. SOURCE REVENUE	9,500	9,500			9,500	
5800 STATE PROGRAM REVENUES	6,073	6,073			6,073	
5900 FEDERAL REVENUES	-	-			-	
7900 OTHER RESOURCES	-	-			-	
TOTAL REVENUES	15,573	15,573	-	-	15,573	
APPROPRIATIONS BY FUNCTION						
11 INSTRUCTIONAL RESOURCES & MEDIA SER	-	67,000			67,000	
12 INSTRUCTIONAL RESOURCES & MEDIA SER	-	130,000			130,000	
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	-	-			-	
21 INSTRUCTIONAL LEADERSHIP	-	-			-	
23 SCHOOL ADMINISTRATION	-	-			-	
31 GUIDANCE AND COUNSELING SERVICES	-	-			-	
32 SOCIAL WORK SERVICES	-	-			-	
33 HEALTH SERVICES	-	-			-	
34 STUDENT (PUPIL) TRANSPORTATION	-	-			-	
35 FOOD SERVICES	-	-			-	
36 COCURRICULAR/EXTRACURRICULAR ACTIV.	-	-			-	
41 GENERAL ADMINISTRATION	-	-			-	
51 PLANT MAINTENANCE AND OPERATION	-	-			-	
52 SECURITY & MONITORING SERVICES	-	-			-	
53 DATA PROCESSING SERVICES	-	-			-	
61 COMMUNITY SERVICES	-	-			-	
71 DEBT SERVICE	-	-			-	
81 FACILITIES	1,380,534	1,183,534			1,183,534	
8900 OTHER USES	-	-			-	
TOTAL APPROPRIATIONS	1,380,534	1,380,534	-	-	1,380,534	
Approved by Board:	Yes	No				
Date:						
Signed:						

Waxahachie ISD 2020-21 Final Amendments to Budget at 8/31/2021

	Adopted Ent. Fund	Amended Ent. Fund	Proposed Budget Amendments- Increases Ent. Fund	Proposed Budget Amendments- (Decreases) Ent. Fund	Proposed Revised Budget Ent. Fund	Explanation								
5700 LOCAL & INTER. SOURCE REVENUE	2,094,625	2,096,625		(799,500)	1,297,125									
5800 STATE PROGRAM REVENUES	184,459	184,459	3,000		187,459									
5900 FEDERAL REVENUES			-		-									
7900 OTHER RESOURCES	2,779,115	2,779,115	736,366		3,515,481									
TOTAL REVENUES	5,058,199	5,060,199	739,366	(799,500)	5,005,065									
APPROPRIATIONS BY FUNCTION														
11 INSTRUCTIONAL RESOURCES & MEDIA SER	-	-	-	-	-									
12 INSTRUCTIONAL RESOURCES & MEDIA SER	-	-	-	-	-									
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	-	-	-	-	-									
21 INSTRUCTIONAL LEADERSHIP	-	-	-	-	-									
23 SCHOOL ADMINISTRATION	-	-	-	-	-									
31 GUIDANCE AND COUNSELING SERVICES	-	-	-	-	-									
32 SOCIAL WORK SERVICES	-	-	-	-	-									
33 HEALTH SERVICES	-	-	-	-	-									
34 STUDENT (PUPIL) TRANSPORTATION	-	-	-	-	-									
35 FOOD SERVICES	4,535,601	4,535,601		(54,967)	4,480,634									
36 COCURRICULAR/EXTRACURRICULAR ACTIV.														
41 GENERAL ADMINISTRATION														
51 PLANT MAINTENANCE AND OPERATION	88,500	88,500			88,500									
52 SECURITY & MONITORING SERVICES														
53 DATA PROCESSING SERVICES														
61 COMMUNITY SERVICES	434,095	436,098			436,098									
71 DEBT SERVICE														
81 FACILITIES														
8900 OTHER USES														
TOTAL APPROPRIATIONS	5,058,196	5,060,199	-	(54,967)	5,005,232									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Approved by Board:</td> <td style="width:10%; text-align: center;">Yes</td> <td style="width:10%; text-align: center;">No</td> <td style="width:30%;"></td> </tr> <tr> <td>Date:</td> <td></td> <td></td> <td></td> </tr> </table>							Approved by Board:	Yes	No		Date:			
Approved by Board:	Yes	No												
Date:														
Signed:														

FC OBJ	2020-21 FYTD Activity	Encumbered Amount	2020-21 Original Budget	2020-21 Revised Budget	Unencumbered Balance	2020-21 FYTD %
00 LOCAL/INTER. SOURCES	50,942,722.27	0.00	51,518,443	51,371,722	428,999.73	99.16
00 STATE PROGRAM REV.	45,021,518.88	0.00	46,702,162	49,632,685	4,611,166.12	90.71
00 FEDERAL PROG. REV.	237,934.02	0.00	2,000,000	2,000,000	1,762,065.98	11.90
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00
00 OTHER RESOURCES	54,853.00	0.00	0	54,225	-628.00	101.16
00 gen	96,257,028.17	0.00	100,220,605	103,058,632	6,801,603.83	93.40
-- Revenue	96,257,028.17	0.00	100,220,605	103,058,632	6,801,603.83	93.40
00	0.00	0.00	0	0	0.00	0.00
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00
00 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00
00 gen	0.00	0.00	0	0	0.00	0.00
11 PAYROLL COSTS	56,765,049.51	0.00	55,841,198	56,765,765	715.49	100.00
11 PRO./CONTRACTED SVC.	1,102,162.88	29,800.00	1,321,658	1,255,206	123,243.12	90.18
11 SUPPLIES	3,089,622.71	299,475.30	1,981,165	3,470,178	81,079.99	97.66
11 OTHER OPERATING EXP.	135,310.28	3,770.00	370,831	147,062	7,981.72	94.57
11 CAPITAL PROJECTS	135,087.30	0.00	12,000	135,506	418.70	99.69
11 INSTRUCTION	61,227,232.68	333,045.30	59,526,852	61,773,717	213,439.02	99.65
12 PAYROLL COSTS	1,203,521.82	0.00	1,264,893	1,203,577	55.18	100.00
12 PRO./CONTRACTED SVC.	17,429.00	0.00	16,000	17,429	0.00	100.00
12 SUPPLIES	117,923.82	3,261.39	121,200	121,623	437.79	99.64
12 OTHER OPERATING EXP.	2,145.00	0.00	4,000	2,148	3.00	99.86
12 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00
12 INST. RESOURCES & ME	1,341,019.64	3,261.39	1,406,093	1,344,777	495.97	99.96
13 PAYROLL COSTS	1,302,664.28	0.00	1,202,393	1,302,735	70.72	99.99
13 PRO./CONTRACTED SVC.	36,052.30	0.00	50,199	38,236	2,183.66	94.29
13 SUPPLIES	37,476.11	40,801.09	57,285	97,389	19,111.84	80.38
13 OTHER OPERATING EXP.	52,851.34	14,601.48	138,518	100,585	33,132.18	67.06
13 CURRICULUM DEV. & INS	1,429,044.03	55,402.57	1,448,395	1,538,945	54,498.40	96.46
21 PAYROLL COSTS	2,492,910.63	0.00	2,380,464	2,492,947	36.37	100.00
21 PRO./CONTRACTED SVC.	964.59	0.00	4,500	4,494	3,529.41	21.46
21 SUPPLIES	19,175.59	959.92	18,200	21,422	1,286.49	93.99
21 OTHER OPERATING EXP.	16,271.32	3,459.95	44,848	42,595	22,863.73	46.32
21 INSTRUCTIONAL LEADER	2,529,322.13	4,419.87	2,448,012	2,561,458	27,716.00	98.92

FC OBJ	2020-21		2020-21		2020-21		2020-21	
	FYTD Activity	Encumbered	Original Budget	Revised Budget	Unencumbered	Balance	FYTD %	
23 PAYROLL COSTS	5,824,048.92	0.00	5,743,766	5,824,116	67.08	100.00		
23 PRO./CONTRACTED SVC.	3,404.04	0.00	6,000	5,740	2,335.96	59.30		
23 SUPPLIES	78,065.13	6,037.69	85,244	90,222	6,119.18	93.22		
23 OTHER OPERATING EXP.	15,595.58	0.00	71,317	24,136	8,540.42	64.62		
23 SCHOOL LEADERSHIP	5,921,113.67	6,037.69	5,906,327	5,944,214	17,062.64	99.71		
31 PAYROLL COSTS	2,745,122.33	0.00	2,878,091	2,745,230	57.67	100.00		
31 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
31 SUPPLIES	22,308.16	0.00	22,425	24,839	2,530.84	89.81		
31 OTHER OPERATING EXP.	2,628.35	0.00	12,612	4,466	1,837.65	58.85		
31 GUIDANCE & COUNSELLIN	2,770,108.84	0.00	2,913,128	2,774,535	4,426.16	99.84		
32 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
32 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
32 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
32 SOCIAL WORK SERVICES	0.00	0.00	0	0	0.00	0.00		
33 PAYROLL COSTS	1,289,542.15	0.00	1,259,348	1,289,607	64.85	99.99		
33 PRO./CONTRACTED SVC.	6,103.00	0.00	7,495	7,495	1,392.00	81.43		
33 SUPPLIES	55,691.34	4,366.51	28,900	61,298	1,240.15	97.98		
33 OTHER OPERATING EXP.	2,143.50	0.00	6,830	6,830	4,686.50	31.38		
33 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
33 HEALTH SERVICES	1,353,479.99	4,366.51	1,302,573	1,365,230	7,383.50	99.46		
34 PAYROLL COSTS	2,401,884.06	0.00	2,271,461	2,401,904	19.94	100.00		
34 PRO./CONTRACTED SVC.	190,560.09	5,884.97	165,400	199,291	2,845.94	98.57		
34 SUPPLIES	264,845.64	59,265.65	493,500	365,566	41,454.71	88.66		
34 OTHER OPERATING EXP.	99,772.17	1,306.00	133,667	148,560	47,481.83	68.04		
34 CAPITAL PROJECTS	204,103.00	0.00	4,000	204,150	47.00	99.98		
34 PUPIL TRANSPORTATION	3,161,164.96	66,456.62	3,068,028	3,319,471	91,849.42	97.23		
35 PAYROLL COSTS	82,038.97	0.00	0	82,044	5.03	99.99		
35 OTHER OPERATING EXP.	232.40	0.00	0	250	17.60	92.96		
35 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
35 FOOD SERVICES	82,271.37	0.00	0	82,294	22.63	99.97		
36 PAYROLL COSTS	3,288,764.50	0.00	2,928,131	3,288,909	144.50	100.00		
36 PRO./CONTRACTED SVC.	211,532.37	694.00	179,689	214,181	1,954.63	99.09		
36 SUPPLIES	329,031.73	77,129.81	290,252	409,957	3,795.46	99.07		
36 OTHER OPERATING EXP.	405,666.05	9,202.50	626,945	434,027	19,158.45	95.59		

FC OBJ	2020-21		2020-21		2020-21		2020-21	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD \$		
36 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
36 COCURR./EXTRACURR.AC	4,234,994.65	87,026.31	4,025,017	4,347,074	25,053.04	99.42		
41 PAYROLL COSTS	2,414,458.83	0.00	2,374,671	2,414,486	27.17	100.00		
41 PRO./CONTRACTED SVC.	422,156.29	6,465.25	439,843	438,527	9,905.46	97.74		
41 SUPPLIES	102,302.74	23,123.61	81,590	127,250	1,823.65	98.57		
41 OTHER OPERATING EXP.	145,542.72	2,051.48	185,867	172,523	24,928.80	85.55		
41 CAPITAL PROJECTS	0.00	0.00	7,000	6,000	6,000.00	0.00		
41 GENERAL ADMINISTRATI	3,084,460.58	31,640.34	3,088,971	3,158,786	42,685.08	98.65		
51 PAYROLL COSTS	4,494,751.80	0.00	4,651,052	4,494,811	59.20	100.00		
51 PRO./CONTRACTED SVC.	1,765,196.60	116,494.65	2,370,199	2,256,901	375,209.75	83.38		
51 SUPPLIES	801,844.33	80,229.84	727,068	880,280	-1,794.17	100.20		
51 OTHER OPERATING EXP.	897,426.51	143.44	803,000	900,320	2,750.05	99.69		
51 CAPITAL PROJECTS	82,014.45	69,350.50	261,972	160,647	9,282.05	94.22		
51 PLANT MAINTENANCE &	8,041,233.69	266,218.43	8,813,291	8,692,959	385,506.88	95.57		
52 PAYROLL COSTS	1,099,748.44	0.00	974,504	1,099,758	9.56	100.00		
52 PRO./CONTRACTED SVC.	536,952.92	0.00	454,643	549,198	12,245.08	97.77		
52 SUPPLIES	23,762.42	2,619.33	25,300	26,650	268.25	98.99		
52 OTHER OPERATING EXP.	13,598.58	0.00	3,865	18,010	4,411.42	75.51		
52 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
52 SECURITY & MONITORIN	1,674,062.36	2,619.33	1,458,312	1,693,616	16,934.31	99.00		
53 PAYROLL COSTS	829,892.26	0.00	957,745	829,906	13.74	100.00		
53 PRO./CONTRACTED SVC.	607,557.86	375.00	598,613	639,613	31,680.14	95.05		
53 SUPPLIES	380,377.68	5,085.59	421,232	394,022	8,558.73	97.83		
53 OTHER OPERATING EXP.	11,034.40	0.00	38,989	14,850	3,815.60	74.31		
53 CAPITAL PROJECTS	0.00	624,775.70	50,000	625,285	509.30	99.92		
53 DATA PROCESSING SERV	1,828,862.20	630,236.29	2,066,579	2,503,676	44,577.51	98.22		
61 PAYROLL COSTS	273,298.84	0.00	233,870	273,317	18.16	99.99		
61 PRO./CONTRACTED SVC.	3,343.78	0.00	1,781	3,494	150.22	95.70		
61 SUPPLIES	10,365.65	2,921.56	15,241	13,528	240.79	98.22		
61 OTHER OPERATING EXP.	5,635.28	0.00	10,908	10,908	5,272.72	51.66		
61 COMMUNITY SERVICES	292,643.55	2,921.56	261,800	301,247	5,681.89	98.11		
71 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
71 DEBT SERVICES	0.00	0.00	0	0	0.00	0.00		

FC OBJ	2020-21		2020-21		2020-21		2020-21	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
81 PRO./CONTRACTED SVC.	2,800.00	3,000.00	0	6,000	200.00	96.67		
81 SUPPLIES	0.00	0.00	0	0	0.00	0.00		
81 CAPITAL PROJECTS	2,755,776.95	429,427.00	625,000	3,256,460	71,256.05	97.81		
81 FACILITIES ACQ. & CO	2,758,576.95	432,427.00	625,000	3,262,460	71,456.05	97.81		
91 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
91 CONT.INST.SVCS.\PUBL	0.00	0.00	0	0	0.00	0.00		
95 PRO./CONTRACTED SVC.	0.00	0.00	15,000	15,000	15,000.00	0.00		
95 PYMTS.TO JJAEP PROGR	0.00	0.00	15,000	15,000	15,000.00	0.00		
99 PRO./CONTRACTED SVC.	543,071.59	0.00	525,000	544,000	928.41	99.83		
99 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
99 Other Governmental C	543,071.59	0.00	525,000	544,000	928.41	99.83		
-- Expense	102,272,662.88	1,926,079.21	98,898,378	105,223,459	1,024,716.91	99.03		
Grand Revenue Totals	96,257,028.17	0.00	100,220,605	103,058,632	6,801,603.83	93.40		
Grand Expense Totals	102,272,662.88	1,926,079.21	98,898,378	105,223,459	1,024,716.91	99.03		
Grand Totals	6,015,634.71	1,926,079.21	1,322,227	2,164,827	5,776,886.92	277.88		

Number of Accounts: 12911

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

FC OBJ	2020-21		2020-21		2020-21		2020-21	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD		
00 LOCAL/INTER. SOURCES	19,631,260.46	0.00	19,629,647	19,629,647	-1,613.46	100.01		
00 STATE PROGRAM REV.	280,692.00	0.00	387,716	280,692	0.00	100.00		
00 FEDERAL PROG. REV.	108,652.22	0.00	100,000	100,000	-8,652.22	108.65		
00 OTHER RESOURCES	19,427,132.85	0.00	0	19,427,134	1.15	100.00		
00 gen	39,447,737.53	0.00	20,117,363	39,437,473	-10,264.53	100.03		
-- Revenue	39,447,737.53	0.00	20,117,363	39,437,473	-10,264.53	100.03		
00 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
00	19,257,866.39	0.00	0	19,257,867	0.61	100.00		
00 gen	19,257,866.39	0.00	0	19,257,867	0.61	100.00		
71 DEBT SERVICE	19,853,138.30	0.00	17,543,956	19,853,861	722.70	100.00		
71 DEBT SERVICES	19,853,138.30	0.00	17,543,956	19,853,861	722.70	100.00		
-- Expense	39,111,004.69	0.00	17,543,956	39,111,728	723.31	100.00		
Grand Revenue Totals	39,447,737.53	0.00	20,117,363	39,437,473	-10,264.53	100.03		
Grand Expense Totals	39,111,004.69	0.00	17,543,956	39,111,728	723.31	100.00		
Grand Totals	336,732.84	0.00	2,573,407	325,745	10,987.84	103.37		
			Profit	Profit	Loss			

Number of Accounts: 28

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

FC OBJ	2020-21		Encumbered Amount	2020-21		2020-21 Comment	Unencumbered Balance	2020-21 FYTD %
	FYTD Activity			Original Budget	Revised Budget			
00 LOCAL/INTER. SOURCES	619.43		0.00	9,500	9,500		8,880.57	6.52
00 STATE PROGRAM REV.	5,060.59		0.00	6,073	6,073		1,012.41	83.33
00 OTHER RESOURCES	0.00		0.00	0	0		0.00	0.00
00 gen	5,680.02		0.00	15,573	15,573		9,892.98	36.47
-- Revenue	5,680.02		0.00	15,573	15,573		9,892.98	36.47
00	0.00		0.00	0	0		0.00	0.00
00 gen	0.00		0.00	0	0		0.00	0.00
11 PAYROLL COSTS	0.00		0.00	0	0		0.00	0.00
11 SUPPLIES	6,819.27		66,560.01	0	67,000		-6,379.28	10.18
11 CAPITAL PROJECTS	0.00		0.00	0	0		0.00	0.00
11 INSTRUCTION	6,819.27		66,560.01	0	67,000		-6,379.28	10.18
12 SUPPLIES	9,293.80		126,209.48	0	130,000		-5,503.28	7.15
12 CAPITAL PROJECTS	0.00		0.00	0	0		0.00	0.00
12 INST. RESOURCES & ME	9,293.80		126,209.48	0	130,000		-5,503.28	7.15
35 SUPPLIES	0.00		0.00	0	0		0.00	0.00
35 FOOD SERVICES	0.00		0.00	0	0		0.00	0.00
36 SUPPLIES	0.00		0.00	0	0		0.00	0.00
36 CAPITAL PROJECTS	0.00		0.00	0	0		0.00	0.00
36 COCCUR./EXTRACUR.AC	0.00		0.00	0	0		0.00	0.00
51 PRO./CONTRACTED SVC.	0.00		0.00	0	0		0.00	0.00
51 SUPPLIES	0.00		0.00	0	0		0.00	0.00
51 CAPITAL PROJECTS	0.00		0.00	0	0		0.00	0.00
51 PLANT MAINTENANCE &	0.00		0.00	0	0		0.00	0.00
52 PRO./CONTRACTED SVC.	0.00		0.00	0	0		0.00	0.00
52 SUPPLIES	0.00		0.00	0	0		0.00	0.00
52 CAPITAL PROJECTS	0.00		0.00	0	0		0.00	0.00
52 SECURITY & MONITORIN	0.00		0.00	0	0		0.00	0.00
71 DEBT SERVICE	0.00		0.00	0	0		0.00	0.00
71 DEBT SERVICES	0.00		0.00	0	0		0.00	0.00
81 PAYROLL COSTS	67,094.17		0.00	80,534	80,534		13,439.83	83.31

FC OBJ	2020-21		2020-21		2020-21 Comment	2020-21	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget		Unencumbered Balance	FYTD %
81 PRO./CONTRACTED SVC.	0.00	0.00	0	0		0.00	0.00
81 SUPPLIES	2,693.67	0.00	0	0		-2,693.67	0.00
81 OTHER OPERATING EXP.	0.00	0.00	0	0		0.00	0.00
81 CAPITAL PROJECTS	510,720.49	109,508.00	1,300,000	1,103,000		482,771.51	46.30
81 FACILITIES ACQ. & CO	580,508.33	109,508.00	1,380,534	1,183,534		493,517.67	49.05
-- Expense	596,621.40	302,277.49	1,380,534	1,380,534		481,635.11	43.22
Grand Revenue Totals	5,680.02	0.00	15,573	15,573		9,892.98	36.47
Grand Expense Totals	596,621.40	302,277.49	1,380,534	1,380,534		481,635.11	43.22
Grand Totals	590,941.38	302,277.49	1,364,961	1,364,961		471,742.13	43.29
	Loss	Loss	Loss	Loss		Loss	Loss

Number of Accounts: 227

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

FC OBJ	2020-21		2020-21		2020-21		2020-21	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
00 LOCAL/INTER. SOURCES	1,217,164.85	0.00	2,094,625	1,297,125	79,960.15	93.84		
00 STATE PROGRAM REV.	94,476.12	0.00	184,459	187,459	92,982.88	50.40		
00 FEDERAL PROG. REV.	0.00	0.00	0	0	0.00	0.00		
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
00 OTHER RESOURCES	3,473,582.14	0.00	2,779,115	3,515,481	41,898.86	98.81		
00 gen	4,785,223.11	0.00	5,058,199	5,000,065	214,841.89	95.70		
-- Revenue	4,785,223.11	0.00	5,058,199	5,000,065	214,841.89	95.70		
11 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
11 INSTRUCTION	0.00	0.00	0	0	0.00	0.00		
35 PAYROLL COSTS	1,968,827.05	0.00	2,150,611	2,058,611	89,783.95	95.64		
35 PRO./CONTRACTED SVC.	8,078.01	0.00	10,000	10,000	1,921.99	80.78		
35 SUPPLIES	2,115,311.77	227,592.18	2,302,990	2,376,234	33,330.05	98.60		
35 OTHER OPERATING EXP.	1,923.05	0.00	7,000	7,000	5,076.95	27.47		
35 CAPITAL PROJECTS	0.00	28,783.00	65,000	28,789	6.00	99.98		
35 FOOD SERVICES	4,094,139.88	256,375.18	4,535,601	4,480,634	130,118.94	97.10		
51 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
51 PRO./CONTRACTED SVC.	80,190.00	0.00	88,500	88,500	8,310.00	90.61		
51 PLANT MAINTENANCE &	80,190.00	0.00	88,500	88,500	8,310.00	90.61		
61 PAYROLL COSTS	357,458.86	0.00	393,965	393,965	36,506.14	90.73		
61 PRO./CONTRACTED SVC.	3,991.85	0.00	13,421	13,421	9,429.15	29.74		
61 SUPPLIES	22,842.76	41.79	21,700	26,200	3,315.45	87.35		
61 OTHER OPERATING EXP.	813.66	0.00	5,012	2,512	1,698.34	32.39		
61 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
61 COMMUNITY SERVICES	385,107.13	41.79	434,098	436,098	50,949.08	88.32		
81 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
81 FACILITIES ACQ. & CO	0.00	0.00	0	0	0.00	0.00		
-- Expense	4,559,437.01	256,416.97	5,058,199	5,005,232	189,378.02	96.22		
Grand Revenue Totals	4,785,223.11	0.00	5,058,199	5,000,065	214,841.89	95.70		
Grand Expense Totals	4,559,437.01	256,416.97	5,058,199	5,005,232	189,378.02	96.22		
Grand Totals	225,786.10	256,416.97	0	5,167	25,463.87	-4,369.77		
	Profit	Loss	Loss	Loss	Profit			

FC OBJ	2020-21	Encumbered	2020-21	2020-21	Unencumbered	2020-21
Number of Accounts:	FYTD Activity	Amount	Original Budget	Revised Budget	Balance	FYTD \$
979						

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

Waxahachie ISD
BOARD OF TRUSTEES

Date: August 30, 2021

Subject: TASB Update 117

ACTION ITEM

Background:

The changes recommended to local policies identified by the Texas Association of School Boards within Update 117 were presented on August 9 for the first review by the Board of Trustees. The Board was provided the Local Policy Comparison Packet, along with Explanatory Notes and the full Update Packet prepared by TASB.

TASB Board Policy Update 117 incorporates changes recommended by TASB prior to the upcoming 2021-22 school year. It contains several changes to “Legal” policies, along with relatively few proposed changes to the district’s “Local” policies. Legal policies are restatements of the current law as it relates to Texas school districts generally. The Board will not be required to take any action regarding the changes to Legal policies, as TASB will automatically update the Legal policies to ensure that they reflect the current law.

Update 117 affects only the following local policies listed below:

- CH(LOCAL): PURCHASING AND ACQUISITION
- CV(LOCAL): FACILITIES CONSTRUCTION
- DEC(LOCAL): COMPENSATION AND BENEFITS – LEAVES AND ABSENCES

The affected policies with line-item revisions are attached.

Administration Recommendation:

Administration has analyzed the proposed changes and recommends approval of Update 117 as recommended by TASB.

Explanatory Notes

TASB Localized Policy Manual Update 117

Waxahachie ISD

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Administrative Code provisions amended effective January 5, 2021, address program performance regarding certain special student populations. The rules address supervision and monitoring reviews and require the commissioner to assign districts an annual determination level based on performance of the special student populations.

BBC(LEGAL)

BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

We have streamlined the reference to CH(LEGAL) regarding board member removal for purchasing violations.

BBD(EXHIBIT)

BOARD MEMBERS: TRAINING AND ORIENTATION

As approved by the State Board of Education in November 2020, the Framework for School Board Development has been extensively revised.

BJCE(LEGAL)

SUPERINTENDENT: SUSPENSION/TERMINATION DURING CONTRACT

Changes to this legally referenced policy on suspension of the superintendent without pay and termination during the contract term were prompted by Administrative Code revisions effective January 11, 2021.

C(LEGAL)

BUSINESS AND SUPPORT SERVICES

The C Section table of contents has been revised to rename CHE to Vendor Disclosures and Contracts.

CBB(LEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The federal Department of Education issued correcting amendments to the Uniform Guidance for Grants and Agreements, effective February 22, 2021, resulting in a change to the provisions on cooperative purchasing in this legally referenced policy. Citations have also been updated.

CH(LEGAL)

PURCHASING AND ACQUISITION

Update 117 includes a reorganization of the purchasing and facilities construction legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material;
- Added existing provisions on site-based purchasing;
- Reordered and adjusted provisions for clarity and to better match statutory wording;
- Moved to CHE(LEGAL) provisions on required vendor disclosures and contract provisions and lobbying restrictions; and
- Moved detailed provisions on competitive bidding to CVA(LEGAL).

Provisions on purchasing recycled products were added from new Administrative Code rules, effective July 2, 2020.

CH(LOCAL)

PURCHASING AND ACQUISITION

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district if

Explanatory Notes

TASB Localized Policy Manual Update 117

Waxahachie ISD

emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. The superintendent must report to the board any contracts made under the delegated authority at the next regular meeting.

The recommended text also clarifies that the delegation *does not* permit the superintendent to act under Education Code 44.031(h) to make purchases without following normal competitive purchasing requirements; the board must take action to waive any Chapter 44 provisions in accordance with law.

The recommended delegation provision is optional. Please carefully review the new text to ensure it aligns with the district's practices and contact the district's policy consultant if your district does not wish to add this provision or has other revisions.

TASB Legal Services' eSource article [Emergency Management for Texas Public Schools](#) provides additional information on purchasing in emergency situations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

This legally referenced policy has been reorganized to focus on required vendor disclosures and contract provisions. This material has been moved from CH(LEGAL).

In addition, we have:

- Included references to other pertinent codes and deleted material duplicated at other policy codes; and
- Reordered and adjusted provisions for clarity and to better match statutory wording.

CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

New Administrative Code rules, effective July 2, 2020, prompted revisions to provisions on recycling programs.

Provisions on pool sanitation and safety standards have been streamlined to refer to the relevant legal guidance.

CV(LEGAL) FACILITIES CONSTRUCTION

Update 117 includes a reorganization of the purchasing- and construction-related legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material; and
- Reordered and adjusted provisions for flow and to better match statutory wording.

CV(LOCAL) FACILITIES CONSTRUCTION

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Explanatory Notes

TASB Localized Policy Manual Update 117

Waxahachie ISD

CVA(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Provisions on identical, competitive bids have been moved from CH(LEGAL). In addition, a provision on making bid evaluations public has been moved to this policy from CV(LEGAL). Other revisions are to delete material duplicated at other policy codes and adjust language for clarity and to better match statutory wording.

CVB(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVC(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AGENT

Additional detail has been added regarding the construction manager-agent method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVD(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK

Additional detail has been added regarding the construction manager-at-risk method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVE(LEGAL)

FACILITIES CONSTRUCTION: DESIGN-BUILD

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

CVF(LEGAL)

FACILITIES CONSTRUCTION: JOB ORDER CONTRACTS

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

DEC(LOCAL)

COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

- Created a corresponding [Framework for Developing Leaves and Absences Procedures](#), with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.

Explanatory Notes

TASB Localized Policy Manual Update 117

Waxahachie ISD

- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Simplifying the statement reflecting that the district permits paid leave offset in conjunction with workers' compensation benefits.
- Revising terminology from *reimbursement* to *payment* for unused leave to reflect that employees are receiving payment for days of accumulated leave upon retirement.

New recommended provisions on state personal leave clarify that the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: For clarity and consistency with policy style, the district's locally developed text throughout the policy has been lightly edited and reorganized. As noted, some of the district's unique text that is administrative in nature is recommended for deletion, including guidelines for administration of unpaid leave.

EHAA(LLEGAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New Administrative Code rules address the requirement for districts to provide instruction in positive character traits, which can be met through a stand-alone course or by integrating the TEKS into other courses. The rules address the frequency of instruction by grade bands and are effective for the 2021–22 school year.

EHBA(LLEGAL)

SPECIAL PROGRAMS: SPECIAL EDUCATION

Revised Administrative Code rules, effective March 14, 2021, address various special education provisions and:

- Provide more detail on instructional arrangements;
- Include a definition of *regular school day* for the purpose of determining the instructional arrangement; and
- Update citations to funding statutes.

EHBAA(LLEGAL)

SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Provisions on a district's obligation to refer for evaluation and the definition of a *child with a disability* have been updated based on revised Administrative Code rules, effective March 14, 2021. Other changes are to better reflect statute.

EHBAB(LLEGAL)

SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

As a result of revised Administrative Code rules effective March 14, 2021, we have updated text regarding establishment of the admission, review, and dismissal (ARD) committee and added a provision addressing a district's overall responsibility for all of the functions of the IEP team and ARD committee. Citations have also been updated.

Explanatory Notes

TASB Localized Policy Manual Update 117

Waxahachie ISD

EHBAC(LLEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

From revised Administrative Code rules effective March 14, 2021, we have added a provision requiring the district to notify TEA within 30 calendar days of an ARD committee's decision to place a student in a residential education program.

EHBAD(LLEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Revised Administrative Code rules, effective March 14, 2021, prompted a revision to the graduation provisions and updates to cites throughout this legally referenced policy.

EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Revisions regarding approval of an optional flexible school day program are from revised Administrative Code rules, effective December 6, 2020.

EIF(LLEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Details have been added on the graduation of students receiving special education services who entered grade nine after the 2014–15 school year. The changes come from revised Administrative Code rules effective March 14, 2021.

In addition, we have replaced detailed provisions on graduation of students receiving special education services who entered grade nine before the 2014–15 school year with a reference to the relevant Administrative Code provision. Citations have been updated throughout.

EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT

In accordance with House Bill 3906 (86th Legislative Session) and effective September 1, 2021, the reference to the separate writing assessment in grades 4 and 7 has been removed.

EL(LLEGAL) CAMPUS OR PROGRAM CHARTERS

We have added provisions that a district is entitled to additional state aid if the district was under contract during the 2017–18 school year or is under renewal of such a contract to jointly operate a campus or campus program under Education Code 11.157 (Contracts for Educational Services). Details may be found in revised Administrative Code rules, effective March 30, 2021.

FFAC(LLEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

New Administrative Code rules, effective February 18, 2021, address maintenance and administration of unassigned asthma medication for districts that choose to implement such a program. Contact your policy consultant if your district has a program but lacks local policy provisions.

See FFAC in the [TASB Regulations Resource Manual](#).



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's 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; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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 makes 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:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The Board delegates to the Superintendent the authority to execute mediated settlement agreements when the aggregate expenditure does not exceed \$10,000.

The Board delegates to the Superintendent the authority to execute all contracts for goods and services under \$50,000 in each fiscal year.

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

The Board delegates to the Superintendent the authority to make budgeted purchases for goods and services for items below \$50,000 using the following parameters.

*Purchase Orders
Under \$500*

No solicitation of competitive quotes shall be required for purchase orders under \$500. All purchases must be made through an approved vendor. Approved vendors are those vendors who:

1. Have been awarded contracts through a purchase cooperative of which the District is a member;
2. Have executed an interlocal agreement with the District;
3. Have successfully completed a locally initiated request for proposal for a specific procurement category; or

PURCHASING AND ACQUISITION

CH
(LOCAL)

4. Are a qualified sole-source vendor.

*Purchase Orders
Greater Than
\$500 but Less
Than \$5,000*

For purchase orders greater than \$500 and less than \$5,000, the initiating requester shall compare prices with at least three approved vendors, or all approved vendors for a category if fewer than three exist, before submitting a purchase requisition. Documentation of the comparison prices is recommended.

*Purchase Orders
Greater Than
\$5,000 but Less
Than \$50,000*

The initiating requester shall solicit quotes or proposals from at least three approved vendors, or all approved vendors within a category if fewer than three exist, before submitting a purchase requisition. Documentation of the quotes is required to be remitted and retained by the business office.

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or
Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure

PURCHASING AND ACQUISITION

CH
(LOCAL)

that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$50,000~~ \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, ~~using~~**use**, or recording-~~of~~ leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-~~time~~ or part-~~time~~.

School Year

A “school year” for purposes of earning, **using, or recording** leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave ~~and local leave~~ shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

Recording

~~Leave shall be recorded as follows:~~

- ~~1. Leave shall be recorded in half-day increments for all employees.~~
- ~~2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~
- ~~3. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.~~

Order of Use

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

- ~~1. State sick leave accumulated before the 1995-96 school year.~~
- ~~2. Local leave.~~
- ~~3. State personal leave.~~

~~Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**
- ~~3.~~ **3.** The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that~~ of the **employee's** spouse, parent, or child; **or**
- ~~4.3.~~ **4.3.** **The employee requests FMLA leave** for military caregiver **leave purposes.**

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: ~~For District contribution to employee insurance during leave, see CRD(LOCAL).~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

State Personal Leave	<p>The Board requires employees to differentiate the manner in which state personal leave is used. -</p>
Nondiscretionary Use	<p>Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]</p> <p>Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</p>
Discretionary Use	<p>Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p>
<i>Limitations</i> Request for Leave	<p>In deciding whether to approve or deny a The employee shall submit a written request for discretionary use of state personal leave, to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and/or District operations, as well as the availability of substitutes.</p>
Local Leave	<p>Each employeeAll employees shall earn five paid local leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall accumulate without limit.</p> <p>Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]</p>
Sick Leave Bank	<p>The District shall establish a sick leave bank that employees may join through contribution of local leave.</p> <p>Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.</p> <p>If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.</p> <p>The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision. ~~All decisions~~ regarding the sick leave bank ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or ~~appropriate administrator~~ ~~designee~~.

Unpaid Leave

A full-time employee who has worked for the District in a full-time capacity for less than 12 consecutive months preceding the need for leave shall be granted in a school year a maximum of 30 work-days of unpaid leave to be used:

- For the employee's personal illness or injury, including pregnancy-related illness or injury;
- For absences related to the illness, injury, or disability of a member of the employee's immediate family; or
- For the birth, adoption, or placement of a child.

To be eligible for unpaid leave, the employee shall have been absent for at least five consecutive workdays. ~~Once the employee has met this minimum absence requirement, unpaid leave days can be taken intermittently for the same condition, so long as the employee provides the District with supporting documentation from the treating physician.~~

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Combined Leave for Spouses	<p>WhenIf both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. {See DECA(LEGAL)}</p>
Intermittent or Reduced Schedule Leave	<p>The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. {See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}</p>
Certification of Leave	<p>WhenIf an employee requests leave, the employee shall provide certification, in accordance withas required by FMLA regulations, of the need for leave. {See DECA(LEGAL)}</p>
Fitness-for-Duty Certification	<p>In accordance with administrative regulations, whenIf an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</p>
Leave at the End of Semester-Leave	<p>WhenIf a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. {See DECA(LEGAL), Leave at the End of a Semester}</p>
Failure to Return	<p>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. {See DECA(LEGAL), Recovery of Benefit Cost}</p>
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option ~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits, ~~and not on assault leave, may elect in writing to use available partial day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage.~~ [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Payment Reimbursement for Accumulated Leave Upon Retirement

The following leave provisions shall apply to state and local leave ~~accumulated~~ ~~earned~~ beginning on the original effective date of this program.

~~An employee~~ ~~All employees~~ who ~~retires~~ ~~retire~~ from the District shall be eligible for ~~payment~~ ~~reimbursement~~ for ~~accumulated~~ state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides ~~three months'~~ advance written notice of intent to retire ~~three months~~ before the last day of instruction.
3. ~~The employee -on the school calendar-~~ has ~~at least~~ 15 years of continuous service with the District.
4. ~~The employee has maintained, and maintains~~ a 95 percent attendance rate for each of the three years preceding retirement, ~~excluding absences.~~ ~~Absences~~ for approved FMLA leave.
- ~~2-5.~~ The employee shall ~~receive payment for each day~~ ~~be counted as days~~ of ~~accumulated attendance.~~ ~~An employee meeting these requirements shall be eligible for reimbursement of up to 40 days of available~~ state and local leave, ~~to a maximum of 40 days,~~ at half of the employee's ~~their~~ daily rate of pay in the

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

final year of service. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee. ~~Daily rate shall be defined as base salary without consideration of stipends.~~

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

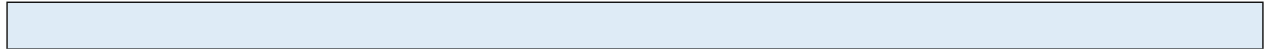
Exception

At the option of the District, the employee may be absent from work with full pay for the final 30 workdays of employment instead of receiving ~~payment~~ reimbursement for accumulated ~~paid~~ leave upon retirement.

Waxahachie ISD
BOARD OF TRUSTEES

Date: August 30, 2021

Subject: Renew Unemployment Insurance



Background:

We have utilized TASB RMF for the past 5 years to provide unemployment insurance. The number of claims have decreased from the initial COVID surge last year which has positively impacted our renewal contribution. Our contribution amount is expected to decrease approximately \$15,000 from last year.

Recommendation:

Approve renewal of unemployment compensation insurance coverage with TASB Risk Management Fund (TASB RMF) for October 1, 2021 through September 30, 2022 at a price of \$57,629.



July 30, 2021

Ryan Kahlden

Waxahachie ISD

Dear Ryan Kahlden,

Strong risk management resources and reliable coverage partners are critical to managing operations at your organization. Thank you for trusting the TASB Risk Management Fund to support your efforts.

When you choose the Fund, you get more than a coverage provider. You get a stable ally that has served members for nearly five decades and is the choice of more than 1,000 Texas school districts and other educational entities for their risk management and coverage needs.

- **Financial Security:** The Fund's financial strength, with over \$200 million in Members' Equity, means we have the financial resources to handle your claims.
- **Responsive and Adaptable:** A risk pool, like the Fund, offers flexibility to customize coverage agreements to meet Texas public schools' unique needs. We pair a broad array of coverage options with comprehensive risk solutions so you can work compliantly, train and educate staff, and prevent and mitigate losses. We meet you where you are and deliver the services you need to navigate the ever-evolving risk landscape.
- **Trusted:** The Fund is administered by the Texas Association of School Boards (TASB), an organization founded on understanding the uniqueness of each school community in Texas. Led by a board of Texas public school board members and administrators, the Fund is focused on your needs.

We are pleased to provide you with a renewal proposal for the 2021–22 coverage term. As an added convenience, **you may accept your renewal proposal online**. There are no changes in the coverage agreements this year. Coverage agreements may be accessed on the Fund's website. Please carefully review all terms and when ready, complete your electronic acceptance on the page where you accessed these documents. Enter your first and last name and then click "Accept and Sign." You may also sign these documents and return them by email to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org. Please note that **coverage will automatically renew under the terms of this renewal proposal unless we receive written notice of termination at least 30 days prior to your renewal date**. If you are unsure of your plans to renew or have any questions about the renewal proposal or any aspect of your Fund membership, please contact Jennifer Jones or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

We are also working on an update to the Fund's Interlocal Participation Agreement (IPA). **This update will not change the coverage terms in this renewal proposal**. The IPA serves as the foundation for Fund membership and enables participation in the Fund's programs. The IPA was last updated in 2012. TASB requires all foundational agreements with members to be thoroughly reviewed and refreshed at least every 10 years. We anticipate that the updated Interlocal Participation Agreement will include changes to provisions regarding designation of program coordinators, pre-suit appeal requirements, a requirement for validating Board of Trustee approval of the IPA, and other items. We expect to complete our work later this year or in early 2022. We will send out the new IPA at least 60 days prior to the effective date. You will have the opportunity to review the changes and decide whether you wish to execute the new agreement and continue coverage with the Fund.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,
Jennifer Jones
Senior Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:



Waxahachie ISD

Contribution & Coverage Summary (CCS)
Participation Period: 10/1/2021 through 9/30/2022

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	No Deductible	\$57,629
Total Contribution			\$57,629

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

Waxahachie ISD

Unemployment Compensation Participation Period: 10/1/2021 through 9/30/2022 Total Contribution: \$57,629

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

Unemployment Compensation Coverage	Contribution
UC – Pool	\$57,629

Unemployment Compensation Conditions

Agreement: This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member’s quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member’s participation in the Fund’s UC program for which the Fund paid benefits, are owed to the Fund. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member’s failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

Contribution: The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund’s overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member’s claims experience. The contribution is not adjustable during the coverage period due to changes in Fund Member’s wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member’s unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member’s annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member’s own claims.

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



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB Risk Management Fund-Unemployment Compensation	Ryan Kahlden	Assistant Superintendent of Finance	rkahlden@wisd.org
TASB Risk Management Fund-Workers' Compensation	Norma Salazar	Benefits Specialist	nsalazar@wisd.org

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Coleman JH Roofing Project – Change Order**



Background:

At the February 8, 2021 meeting, Trustees approved a purchase order with Honey’s Roofing, LLC for a complete re-roof of the Coleman JH facility. After the project began, the WISD maintenance department determined it would be beneficial long-term to remove unused equipment from the roof deck at Coleman JH to reduce the likelihood of building/roof damage from these obsolete items. The facilitate removal of some equipment, a crane needed to be rented.

In an effort to safely remove these items before students returned to campus, Mr. Kahlden authorized the maintenance department to proceed with the removal of the equipment and is presenting the change order for ratification. This is being presented in accordance with board policy CV (Local) and because it will increase the cost of the overall project.

Recommendation:

Approve change order to Coleman JH roofing project to remove obsolete equipment.

Waxahachie ISD
BOARD OF TRUSTEES

Date: August 30, 2021

Subject: Phone System Improvements



Background:

In May 2021, the District issued PO#9009021185 in the amount of \$47,780 for the purposes on replacing the phone systems at Lumpkins Stadium, Technology, Dunaway, and Wedgeworth. The purpose of these upgrades is to ensure our phone system is compliant with all federal mandates related to uninhibited dialing of 911 in an emergency. This federal rule was implemented after these systems were originally replaced a couple of years ago, but the Lumpkins stadium equipment needed to be replaced due to damage. At the time of this notification, Mr. Kahlden made the decision to upgrade the remaining phone systems to ensure we had a singular phone system throughout the district.

After we installed these systems, we were notified of a software update that was needed for all of our phone systems at each campus. The cost for these updates was approximately \$7,200. At the time the upgrades were performed, the vendor relied on the existing PO to perform the work. Administration is requesting to amend the original PO#9009021185 to an amount not to exceed \$56,000 to encompass this additional work.

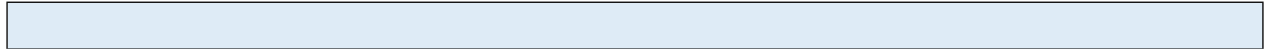
Recommendation:

Approve amended purchase order to Advanced Telecom in an amount not to exceed \$56,000.

Waxahachie ISD
BOARD OF TRUSTEES

Date: August 30, 2021

Subject: Next Steps Community Solutions



Background:

The curriculum department has met with various leaders to help identify strategies to address student mental health issues stemming from the COVID pandemic. Utilizing the ESSER III funding, the curriculum department would like to expand our mental health counseling services at all campuses to address student mental health concerns.

This quote is from Next Steps Community Solutions in the amount of \$272,000 for 5 counselors providing mental health services in the district, one at WHS, 2 counselors shared between the junior highs and Global high school, and 2 counselors shared amongst the elementary campuses.

If approved, a purchase order would be prepared and released after the start of the new fiscal year with the federal ESSER III funds being used to support this purchase.

Recommendation:

Approve contract for mental health counselling services with Next Steps Community Solutions in an amount not to exceed \$272,000.

SCHOOL-BASED COUNSELING AGREEMENT

By and between

Waxahachie Independent School District,
a Texas school district having its principal office located at
411 N. Gibson, Waxahachie, TX 75165,
herein after referred to as School District,

and

Next Step Community Solutions,
(dba: Next Step CSI), a Texas non-profit corporation
having its principal office located at
305 South Broadway, Suite 603, Tyler, TX 75702,
herein after referred to as Provider.

NOW THEREFORE in consideration of the mutual covenants herein contained, for good and valuable consideration, the parties hereto mutually agree as follows:

Appointment of Provider for Services

1.1 School District hereby appoints Provider as a non-exclusive service provider for emotional- behavioral- mental health and /or substance abuse counseling to School District students. Such counseling services to be provided by assigned counselor(s). For purposes of this Agreement, "Provider's counselor(s)" includes the counselor(s) originally assigned pursuant to this Agreement, any new or replacement counselor(s) and any additional counselor(s) assigned by Provider to the School District.

1.2 School District agrees:

- A. To provide acceptable and consistent private office space for the work of the Provider's counselor(s), furnished with a desk or table, at least two padded chairs and guest access to School District's internet. Provider's counselor(s) shall be responsible for furnishing any other equipment, materials or supplies necessary to provide counseling services, unless the Parties have agreed otherwise in writing. Provider acknowledges and agrees that (i) School District is not leasing any school facilities to Provider under this Agreement, (ii) School District shall retain priority of use of any and all school facilities for school district purposes; and (iii) Provider's counselor(s) and staff shall comply with all reasonable requirements pertaining to use of the guest internet.
- B. To provide time for Provider's counselor(s) and staff to meet with school staff to explain and promote services offered.
- C. To work with Provider's counselor(s) and staff in scheduling regular dates of service agreeable by both parties per the specifics of this Agreement.
- D. To work to schedule student referrals to Provider's counselor(s), regularly and



School District Board policies and procedures related to substance use prevention and intervention, student medical treatment and student crisis intervention. School District Board policies are available online and such link will be provided to Provider and Provider's staff.

1. School District will notify Provider should Provider's counselor(s) or staff not follow District policies, regulations, rules, and procedures.
2. Provider agrees that, should the Provider's counselor(s) or staff fail or refuse to abide by these policies, Provider will take immediate actions to rectify the situation, including addressing the problem with the counselor(s) or staff.
3. If the situation is not resolved to the satisfaction of School District, School District will consult with the Provider to determine if Provider should provide a different counselor(s) or staff. If another counselor(s) or staff is/are necessary, Provider will work to re-staff the position, and any reasonable postponement in subsequent staffing will not be considered non-performance of this agreement by Provider. A "reasonable postponement" for purposes of this provision shall not exceed three (3) weeks. Should Provider's postponement of services exceed three (3) weeks, School District and Provider may revise service deliverables and payment amounts agreeable to both and in writing, or School District may terminate this Agreement upon the School District's provision of written notice to Provider that it is terminating the Agreement for unreasonable postponement. Any amounts owed under this Agreement by School District to Provider up to the date of such notice will be paid to Provider.

B. Provider Counselor Criminal Background Check and Screening – Prior to providing services under this Agreement, Provider shall provide School District with written certification that Provider's counselor(s) or staff accessing School District campuses in order to provide services to a student pursuant to this Agreement have been subjected to a criminal history record check and have not been convicted of any of the following offenses: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or an offense under the laws of another state or federal law that is the equivalent to an offense under (a) or (b). Provider's counselor(s) and staff shall not interact or communicate with School District's students other than the Student(s) being directly served by Provider's counselor(s). Provider shall also certify that its counselor(s) and staff have successfully passed a drug screen.

C. In the event School District chooses to conduct criminal backgrounds checks, as required by law, on Provider's counselor(s) assigned to the District, Provider will provide School District with a copy of the Provider's counselor(s) current license issued by the Board of Examiners for Professional Counselors for the State of Texas, and all other certification or identifying information necessary to secure proof of the criminal background check. If School District requires that Provider's counselor(s) also be fingerprinted again, School District agrees to pay for the fingerprinting.

2.5 Provider’s counselor(s), on determination that a Student or other individual poses a serious risk of violence to self or others, shall immediately report the determination to the School District’s designated staff, such as referring Director for College Readiness & Guidance, Student’s school counselor or Student’s campus principal.

Performance

3.1 Provider will not be considered in non- performance of this Agreement because of reasonable postponements in implementing services caused from unintentional delays in hiring personnel. A “reasonable postponement” for purposes of this provision shall not exceed three (3) weeks. Should Provider’s delay exceed three (3) weeks, such delay may constitute non-performance of this Agreement by Provider, and School district and Provider may revise service deliverables and payment amounts agreeable to both in writing, or School District may terminate the Agreement upon provision of written notice to Provider that it is terminating the Agreement for unreasonable postponement. Any amounts owed under this Agreement by School District to Provider up to the date of such written notice will be paid to Provider.

3.2 School District acknowledges that Provider personnel may not be available on certain scheduled services days because of sick days, vacation days, training days or other scheduling conflicts and these conflicts will not be considered non-performance of the Agreement by Provider.

3.3 No services shall be provided on School District holidays, weekends, or during the summer vacation, except by Provider’s counselor agreement with School District and Student’s parent/guardian or eligible student’s agreement for the purpose of continuity of services for exceptional student circumstances, i.e., mental health issues of student client require, in the professional opinion of Provider’s counselor, counseling without significant lapse in care, i.e., in summer months. Both Parties to this Agreement will cooperate to ensure that the terms of this Agreement are fulfilled.

3.4 Provider and School District will work together in good faith to schedule counseling services for implementing this Agreement. School District agrees to provide a District and/or campus calendars to Provider regarding district holidays, in-service days, testing days, or other dates/times which might conflict with the times for counseling services by Provider.

3.5 Services - Each day, approximately 8 hours, of Provider services consists of:
A Provider counselor - approximately six (6) hours on-campus for counseling availability, and/or off-campus counseling availability for video or tele-counseling; and,
B Provider counselor – approximately two (2) hours off-campus for counselor administration, counselor notes, and program record-keeping.

3.6 Provider counselors agree to communicate regularly with the School District’s designated campus contact, which may be the student’s assigned school counselor and/or campus principal, regarding student clients’ mental health progress. Counseling session specific information is confidential between client and counselor and will not be shared, subject to a parent/guardian’s or eligible student’s right of access to such information in accordance with state and federal law.

staff members not working in good faith with School District:

- i.) to provide a counselor or counselors for staffing per this Agreement within the time frame addressed in this Agreement,
- ii.) to schedule counseling and provide therapy for referred students,
- iii.) to maintain scheduled days of services consistently,
- iv.) to follow School District policies, rules, regulations, and procedures,
- v.) to respond to School District concerns or performance issues regarding Provider's counselor(s) and staff members in accordance with the time frames addressed in this Agreement after notification from School District,
- vi.) or Provider breaching any other material term of this Agreement.

C. If Provider must replace counselor(s) to satisfy School District concerns, any reasonable postponement in staffing by Provider will not cause Provider to be in breach of contract for non-performance, subject to the School District's ability to terminate provided in Section 2.2 above.

D. School District will pay an early termination fee as described in Addendum - Attachment A, but only if School District is terminating the Agreement without cause. If School District is terminating this Agreement due to force majeure or non-performance by Provider, no early termination fees shall apply.

Capacity/Independent Contractor

6.1 In providing services under this Agreement it is expressly agreed that the Provider is acting as an independent contractor and not an employee. The Parties agree that the Provider and Provider's staff/counselor(s) have no employment relationship with School District, and School District shall not be liable in any way for any compensation, wages, benefits, insurance or similar benefits, or expenses of any counselor(s) or staff incurred in connection with providing any services to student clients. The counselor(s) is/are not and shall not be considered an agent or employee of School District and is/are not entitled to participate in any benefits established for School District employees, including but not limited to pension plans, bonus, stock, insurance, or similar benefits that School District provides for its employees, including but not limited to worker's compensation insurance.

6.2 The Parties agree that the Provider's counselor(s) and staff shall have no authority to supervise or direct the activities of any School District employee, and School District employees are not responsible for supervising or directing the services provided to Student by Provider's counselor and staff. The Parties agree that Provider's counselor(s) and staff will be supervised by Provider and that the District, its administrators, and counselors have no responsibility or obligation regarding supervision of Provider's counselor(s) or staff in their provision of services to the student clients. Nothing in this Agreement, however, prohibits or restricts a District official or administrator from intervening or ceasing a Provider's counselor(s) or staff's interaction with a District student where a concern exists that Provider's counselor(s) or staff have engaged in conduct in violation of law or Board policies.

Hours may extend past regular school months (9-month regular schedule) and include continuity of services in summer months for some student clients.

- If service days are reduced because of school requirement, i.e. school requests Provider counselor(s) not be on campus on certain days, i.e. testing days, service days, school closures, and Provider’s counselor(s) is/are available, then Provider will not be considered non-performing, as Provider counselor(s) is/are available for services and will make every attempt to contact clients to continue counseling, contact designated School District staff to obtain referrals and signed consent forms, and schedule clients through off-campus methods.

B. If Provider does not deliver the required on-campus Counselor Availability hours of service (6 hours) because of Provider or Provider’s counselor’s unavailability, Provider will reduce final billing by those unused hours as follows: If the School District has made full payment for services, Provider will calculate payment based on calculated hourly rate and refund School District. If School District pays a set amount per month, Provider will reduce final monthly invoice by the calculated hourly amount.

C. Provider will not bill the School District for any counseling hours delivered in excess of this contract unless the contract is modified and agreed to in writing by both parties.

8.2 Next Step Early Intervention Counseling:

A. Term of Contract: September 1, 2021, through August 31, 2022.

B. Counseling Availability Schedule:

Funding for Twenty (20) days per week at eight (8) hours per day, for a minimum of twenty-seven (27) weeks, totaling 4,320 service hours (20 days x 8 hours x 27 weeks = 4,320 hours), shall be covered by the School District’s payments described below in Section 8.3 and 8.4:

- For purposes of this Agreement, **Service Hours** consist of the following:
 - 3,240 Hours – Counselor available for on-campus services, includes off-campus scheduling and video and/or tele-counseling: 20 days per week for 6 hours each day of counselor availability for 27 weeks.
 - 1,080 Hours – Counselor administration off-campus for counselor notes, reports, other administrative duties: 20 days each week for 2 hours each day for 27 weeks.

NOTE: If available, other Provider funding for any additional day(s) per week may be covered by Provider grant(s) or other Provider (non-School District) funding source(s) as addressed in a separate Agreement that will be provided to the District.

8.3 Provider Services cost to School District under this agreement is \$272,000.

Note Cost per day: One (1) day per week = \$13,600 per year (8 hours per day x 27 weeks per year = 216 hours per year). This Agreement Cost is \$13,600 per day x 20 days = \$272,000.

8.4 School District will pay the total services cost, in nine (9) monthly installments.

- Provider will invoice School District by the tenth (10th) day of each month.
- 1st Payment: **September payment is \$30,224.00**, is due within 30 days after receipt of invoice.
- Additional Payments: **Each month thereafter (October-May) \$30,222.00** is due within 30 days after receipt of invoice.

Addendum – Attachment A – School District Early Termination Without Cause Final Payment Schedule

In general, payment is based on amount of contract pro-rated per month invoiced in the regular school year, nine (9) months.

In the case of early termination by the School District without cause, the School District will pay for all months of service consideration, including the period of thirty (30) calendar days' notice, and full payment for prorated services to be made to Provider within thirty (30) calendar days of termination.

Final payments Examples:

Final payment for early termination for School District's termination of the Agreement without cause: will result in Provider prorating the services per the following calculation:

1. Contract amount paid by School District.
 2. Service period for contract amount ÷ nine (9) months = pro-rated monthly invoiced amount.
 3. Date of Early termination notice.
 3. Add 30 calendar days - Service delivery consideration = months service at notice.
 4. Final payment = service delivery consideration x monthly payment amount.
- A. Example - School District pays by month, amount owed to Provider:**
1. Contract amount paid by School District = \$272,000.
 2. Monthly amount paid to Provider = Sept. - \$30,224.00, Oct – May - \$30,222 per Month.
 3. Date of early termination notification is November 21, a partial month; therefore, 30-day notice is through December 31.
 4. Remaining balance owed Provider are all months unpaid Sept – December.

Example calculation is:

Sept	\$ 30,224
Oct	30,222
Nov	30,222
<u>Dec</u>	<u>30,222</u>
Total Amount Owed	\$ 120,890

 School District Official Signature

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021** _____

Subject: **Social Studies Intervention Materials**



Background:

The curriculum department has met with various leaders to help identify strategies to address learning losses from the COVID pandemic. Utilizing the ESSER III funding, the curriculum department would like to secure intervention/supplemental materials to support the additional instruction.

This quote is for Studies Weekly in the amount of \$67,049.37 for a three-year subscription to intervention materials that include K-5 complete social studies topics.

If approved, a purchase order would be prepared and released after the start of the new fiscal year with the federal ESSER III funds being used to support this purchase.

Recommendation:

Approve purchase of three year subscription with Studies Weekly in an amount not to exceed \$70,000.

Quote Created For

DANA JAMES
 WAXAHACHIE IND SCHOOL DISTRICT
 411 N GIBSON ST
 WAXAHACHIE, TX 75165
 djames@wisd.org
 (972)923-4631

School Start Date: 08/25

Regional Manager

Justin Godfrey
 justin.godfrey@studiesweekly.com
 801-860-8791

Account Manager

Lori Utley
 lori.utley@studiesweekly.com
 801-369-6272

1140 N 1430 W Orem, UT 84057
 Phone: 866-311-8734 | Fax: 866-531-5589
 Email: orders@studiesweekly.com

Quote information

Quote Date: April 29, 2021
Quote Term: 3 yr subscription
Expiration: 09/30/2021
School Year: 2021-2022
Referral: Sales Rep

Grade	SKU	Title	Class	Unit Price	Qty	Cost
0	ESTX0	Spanish - TX Kindergarten Studies Weekly (Online Only)	1	\$16.47	4	\$65.88
0	TX0	Texas Kindergarten Studies Weekly (Online Only)	26	\$16.47	644	\$10,606.68
1	ESTX1	Spanish - TX First Grade Studies Weekly (Online Only)	1	\$16.47	5	\$82.35
1	TX1	Texas First Grade Studies Weekly (Online Only)	28	\$16.47	697	\$11,479.59
2	ESTX2	Spanish - TX Second Grade Studies Weekly (Online Only)	1	\$16.47	5	\$82.35
2	TX2	Texas Second Grade Studies Weekly (Online Only)	27	\$16.47	659	\$10,853.73
3	ESTX3	Spanish - Texas Community Studies Weekly (Online Only)	1	\$16.47	4	\$65.88
3	TX3	Texas Community Studies Weekly (Online Only)	26	\$16.47	642	\$10,573.74
4	ESTX4	Spanish - Texas Studies Weekly (Online Only)	1	\$16.47	5	\$82.35
4	TX4	Texas Studies Weekly (Online Only)	28	\$16.47	676	\$11,133.72
5	ESTX5	Spanish - TX USA Studies Weekly, 1565 to Present (Online Only)	1	\$16.47	4	\$65.88
5	TX5	USA Studies Weekly - 1565 to the Present (Online Only)	30	\$16.47	726	\$11,957.22
B	PDQWEB	(Qualified) Webinar Training (2 hour session) (Online Only)	1	\$0.00	1	\$0.00
F	PDQF2F	(Qualified) In-person PD day with one Trainer (Online Only)	1	\$0.00	1	\$0.00

Sub Total: \$67,049.37
 Tax: \$0.00
 Shipping: \$0.00
Total: \$67,049.37

Customer Note:

This quote expires September 30, 2021

Thank you for your interest in Studies Weekly. If you are ready to purchase, please provide the information below and submit your order:

Order Information

Billing Contact, if different than listed above (Name, Phone, Email)

PO #

Shipping Information is REQUIRED to process your order

Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery. Disclaimer: If you did not designate your preference for partial or full shipped orders, all orders will default to partial shipping in mid August.

Shipping Contact (Name, Phone, Email)

Shipping Address, if different from listed above

When are you NOT available to receive the materials?

No shipping restriction
 Authorized Signature

Date

By signing this you are agreeing to follow our legal terms found here <https://www.studiesweekly.com/legal/>

All paid and qualifying orders of training expires on July 31 of the last contract year.

**You can roster students through Studies Weekly's Secure File Transfer Protocol (SFTP). Studies Weekly can also provide third party rostering for any school or district whose total order is over \$1,000.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021** _____

Subject: **Pioneer Valley Books** _____



Background:

The curriculum department has met with various leaders to help identify strategies to address learning losses from the COVID pandemic. Utilizing the ESSER III funding, the curriculum department would like to secure intervention/supplemental materials to support the additional instruction.

This quote is for Pioneer Valley Books in the amount of \$113,557.50 for intervention materials that include K-5 complete classroom collections of books.

If approved, a purchase order would be prepared and released after the start of the new fiscal year with the federal ESSER III funds being used to support this purchase.

Recommendation:

Approve purchase of Literacy Footprints from Pioneer Valley Books in an amount not to exceed \$115,000.



Pioneer Valley Books
 155A Industrial Dr.
 Northampton, MA 01060
 Phone: 888-482-3906
 Fax: 866-305-0431
 Tax ID: 04-3414244

Quote
 #Q191330

08/20/2021

Bill To
 Accounts Payable
 Waxahachie ISD
 411 N GIBSON ST
 WAXAHACHIE TX 75165-3007
 972-923-4631 x246

Ship To
 Angela Morgan
 Waxahachie ISD
 631 Solon Rd
 Waxahachie TX 75165
 972-923-4727

Expires	Sales Rep	Shipping Method
09/19/2021	Colleen Sculleigh Osman	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
7	LFP-K6-Complete-CP	Literacy Footprints K-5/6 Complete Collections for the Classroom	\$14,800.00		\$14,800.00	\$103,600.00
		Discount		10%		-\$10,360.00
2	LFP-Kinder-CP	Literacy Footprints Kindergarten Kit for the Classroom	\$2,850.00		\$2,850.00	\$5,700.00
		Discount		10%		-\$570.00
2	LFP-First-CP	Literacy Footprints First Grade Kit for the Classroom	\$3,750.00		\$3,750.00	\$7,500.00
		Discount		10%		-\$750.00
1	LFP-Second-CP	Literacy Footprints Second Grade Kit for the Classroom	\$2,550.00		\$2,550.00	\$2,550.00
		Discount		10%		-\$255.00
1	LFP-Fourth-CP	Literacy Footprints Fourth Grade Kit for the Classroom	\$2,025.00		\$2,025.00	\$2,025.00
		Discount		10%		-\$202.50
2	LFP-Fifth-Sixth-CP	Literacy Footprints Upper Grades (5/6) Kit for the Classroom	\$2,400.00		\$2,400.00	\$4,800.00
		Discount		10%		-\$480.00
50	LFP-DR-TEACHER	Literacy Footprints Digital Reader, Teacher Access	\$20.00		\$20.00	\$1,000.00
		Discount		100%		-\$1,000.00
1,250	LFP-DR-STUDENT	Literacy Footprints Digital Reader, Student Access	\$10.00		\$10.00	\$12,500.00
		Discount		100%		-\$12,500.00

Promotions Applied to this Order
 DISCOUNT | DR100

Subtotal	\$113,557.50
Tax	\$0.00
Free Shipping & Handling	\$0.00
Total	\$113,557.50



Q191330



Pioneer Valley Books
155A Industrial Dr.
Northampton, MA 01060
Phone: 888-482-3906
Fax: 866-305-0431
Tax ID: 04-3414244

Quote
#Q191330
08/20/2021

Quote Comments

Quote prepared for Angela Morgan. This quote is valid through 09/19/2021. Please reference quote number when submitting PO to ensure that discounts are applied correctly. Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

This quote includes free Digital Reader subscriptions for purchase of the LFP classroom print kits. The Digital Reader is an annual subscription; the free licenses will be valid from receipt of PO to June 30, 2022.



Q191330

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Do the Math**



Background:

The curriculum department has met with various leaders to help identify strategies to address learning losses from the COVID pandemic. Utilizing the ESSER III funding, the curriculum department would like to secure intervention/supplemental materials to support the additional instruction.

This quote is for Do the Math in the amount of \$164,191.50 for intervention materials that are broken down by topic (fractions, division, etc).

If approved, a purchase order would be prepared and released after the start of the new fiscal year with the federal ESSER III funds being used to support this purchase.

Recommendation:

Approve purchase of Do the Math in an amount not to exceed \$165,000.



Do The Math COMPLETE ORDER FORM

Date August 19, 2021	Waxahachie ISD	

PRODUCT NAME	ISBN	Type	SCHOOL PRICE	QTY.	TOTAL COST
SMALL GROUP (Serves 1 teacher and 8 students)					
Number Core, Addition & Subtraction SMALL GROUP	978-0-325-13114-6		\$ 1,825.00		\$ -
Number Core PRIMARY, Addition & Subtraction SMALL GROUP	978-0-325-13232-7		\$ 1,825.00		\$ -
Multiplication SMALL GROUP (Included modules: Multiplication A, B, C)	978-0-325-13150-4		\$ 1,475.00		\$ -
Division SMALL GROUP (Included modules: Division A, B, C)	978-0-325-13173-3		\$ 1,475.00		\$ -
Fractions SMALL GROUP (Included modules: Fractions A, B, C)	978-0-325-13196-2		\$ 1,475.00		\$ -

Includes: Teacher bookcase, 24 student Workspace Books, 3 Classroom Materials Boxes, 1 Teacher Digital License, and 24 Student Digital Licenses					
Number Core, Addition & Subtraction WHOLE CLASS (Included modules: Number Core, Multiplication, Division, Fractions)	978-0-325-13219-8		\$ 3,075.00	18	\$ 55,350.00
Number Core PRIMARY, Addition & Subtraction WHOLE CLASS	978-0-325-13233-4		\$ 3,075.00		
Multiplication WHOLE CLASS (Included modules: Multiplication A, B, C)	978-0-325-13220-4		\$ 2,725.00	18	\$ 49,050.00
Division WHOLE CLASS (Included modules: Division A, B, C)	978-0-325-13221-1		\$ 2,725.00	9	\$ 24,525.00
Fractions WHOLE CLASS (Included modules: Fractions A, B, C)	978-0-325-13222-8		\$ 2,725.00	9	\$ 24,525.00
PRODUCT NAME	ISBN		SCHOOL PRICE	QTY.	TOTAL COST

SUMMER SCHOOL BUNDLES (Serves 1 teacher and 8 students)					
Summer School Bundle: Grade 1 (Number Core)	978-0-325-13296-9		\$665.00		\$ -
Summer School Bundle: Grade 2 (Addition & Subtraction A)	978-0-325-13297-6		\$665.00		\$ -
Summer School Bundle: Grade 3 (Multiplication A)	978-0-325-13298-3		\$665.00		\$ -
Summer School Bundle: Grade 4 (Division A)	978-0-325-13299-0		\$665.00		\$ -
Summer School Bundle: Grade 5 (Fractions A)	978-0-325-13300-3		\$665.00		\$ -

PRODUCT NAME	ISBN	Type	SCHOOL PRICE	QTY.	TOTAL COST
PLANNING AND PACING GUIDES					
Planning and Pacing Guide Grade 1 (Number Core)	978-0-325-13224-2		\$83.00		\$ -
Planning and Pacing Guide Grade 2 (Addition & Subtraction A)	978-0-325-13225-9		\$83.00		\$ -
Planning and Pacing Guide Grade 3 (Multiplication A)	978-0-325-13226-6		\$83.00		\$ -
Planning and Pacing Guide Grade 4 (Division A)	978-0-325-13227-3		\$83.00		\$ -
Planning and Pacing Guide Grade 5 (Fractions A)	978-0-325-13228-0		\$83.00		\$ -

Reorder Student *WorkSpace* Books and keep your Digital Licenses active for the upcoming school year.

PRODUCT	ISBN	TYPE	SCHOOL PRICE	QTY.	TOTAL COST
STUDENT WORKSPACE BOOKS					
Number Core <i>WorkSpace</i>	978-0-325-13126-9	Individual	\$10.50		\$ -
	978-0-325-13125-2	8-Pack	\$83.00		\$ -

Number Core PRIMARY <i>WorkSpace</i>	978-0-325-13124-5	Individual	\$10.50		\$	-
	978-0-325-13123-8	8-Pack	\$83.00		\$	-
Addition & Subtraction A <i>WorkSpace</i>	978-0-325-13134-4	Individual	\$10.50		\$	-
	978-0-325-13133-7	8-Pack	\$83.00		\$	-
Addition & Subtraction B <i>WorkSpace</i>	978-0-325-13142-9	Individual	\$10.50		\$	-
	978-0-325-13141-2	8-Pack	\$83.00		\$	-
Addition & Subtraction C <i>WorkSpace</i>	978-0-325-13148-1	Individual	\$10.50		\$	-
	978-0-325-13147-4	8-Pack	\$83.00		\$	-
Multiplication A <i>WorkSpace</i>	978-0-325-13159-7	Individual	\$10.50		\$	-
	978-0-325-13158-0	8-Pack	\$83.00		\$	-
Multiplication B <i>WorkSpace</i>	978-0-325-13165-8	Individual	\$10.50		\$	-
	978-0-325-13164-1	8-Pack	\$83.00		\$	-
Multiplication C <i>WorkSpace</i>	978-0-325-13171-9	Individual	\$10.50		\$	-
	978-0-325-13170-2	8-Pack	\$83.00		\$	-
PRODUCT	ISBN	TYPE	SCHOOL PRICE	QTY.	TOTAL COST	
Division A <i>WorkSpace</i>	978-0-325-13182-5	Individual	\$10.50		\$	-
	978-0-325-13181-8	8-Pack	\$83.00		\$	-
Division B <i>WorkSpace</i>	978-0-325-13188-7	Individual	\$10.50		\$	-
	978-0-325-13187-0	8-Pack	\$83.00		\$	-
Division C <i>WorkSpace</i>	978-0-325-13194-8	Individual	\$10.50		\$	-
	978-0-325-13193-1	8-Pack	\$83.00		\$	-
Fractions A <i>WorkSpace</i>	978-0-325-13205-1	Individual	\$10.50		\$	-
	978-0-325-13204-4	8-Pack	\$83.00		\$	-
Fractions B <i>WorkSpace</i>	978-0-325-13211-2	Individual	\$10.50		\$	-
	978-0-325-13210-5	8-Pack	\$83.00		\$	-
Fractions C <i>WorkSpace</i>	978-0-325-13217-4	Individual	\$10.50		\$	-
	978-0-325-13216-7	8-Pack	\$83.00		\$	-
DIGITAL LICENSES						
Teacher Central: One year teacher license	978-1-328-00447-5	Individual	\$27.00		\$	-
Student Central: One year student license	978-1-328-00448-2	Individual	\$6.75		\$	-
<i>ProgressSpace</i> ®: One year student license	978-0-545-45843-6	Individual	\$5.25		\$	-
Student Central and <i>ProgressSpace</i> ®: One year student licenses	978-1-328-01741-3	Individual	\$12.00		\$	-
<i>Do The Math</i> is also available a la carte. Create your own package and order exactly what you need for your classroom.						
CONTENT MODULES						
Number Core	978-0-325-13115-3		\$730.00		\$	-
Number Core PRIMARY	978-0-325-13201-3		\$730.00		\$	-
Addition & Subtraction A	978-0-325-13127-6		\$730.00		\$	-
Addition & Subtraction B	978-0-325-13135-1		\$730.00		\$	-
Addition & Subtraction C	978-0-325-13143-6		\$730.00		\$	-
Multiplication A	978-0-325-13151-1		\$730.00		\$	-
Multiplication B	978-0-325-13160-3		\$730.00		\$	-
Multiplication C	978-0-325-13166-5		\$730.00		\$	-
Division A	978-0-325-13174-0		\$730.00		\$	-
Division B	978-0-325-13183-2		\$730.00		\$	-
Division C	978-0-325-13189-4		\$730.00		\$	-
Fractions A	978-0-325-13197-9		\$730.00		\$	-
Fractions B	978-0-325-13206-8		\$730.00		\$	-
Fractions C	978-0-325-13212-9		\$730.00		\$	-
CLASSROOM MATERIALS						
Addition & Subtraction Classroom Materials Box	978-0-325-13149-8		\$315.00		\$	-

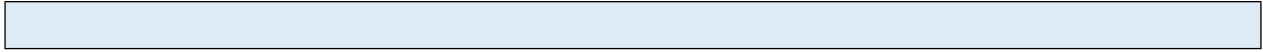
Please send order to:
Heinemann
P.O. Box 6926
Portsmouth, NH 03802-6926
or
Fax: 877-231-6980
(if faxing order, please do not mail in original)

	E-mail: michael@warrenin.com				

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Purchase Order - IXL**



Background:

The District currently has a contract with IXL Learning for online tutorial materials from students in grades 3-8 for the subjects of Math, ELA, Science, and Social Studies, and for grades 9-12 for the subjects of Math and ELA (these are the only subjects offered by the company for these grade levels). The District is requesting approval to extend this agreement with the intent of utilizing ESSER III funds as these materials are a great resource for students who need extra support learning a topic.

Recommendation:

Approve purchase order from ESSER III funds with IXL Learning for their software license in the amount of \$118,125.00.



RENEWAL QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 2884190-2021-001-6
 DATE: AUGUST 6, 2021

TO:
 Ashley Cieri
 Waxahachie ISD
 411 N. Gibson Street
 Waxahachie, TX 75165

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Linelle Gorman	A20-2884190	August 18, 2021 – August 18, 2022	August 18, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 7,500 students, including: Grades 3-5: 2,100 students Subjects: Math, ELA, Science, and Social studies	\$38,325.00	\$38,325.00
1	Grades 6-8: 2,275 students Subjects: Math, ELA, Science, and Social studies	\$41,519.00	\$41,519.00
1	Grades 9-12: 3,125 students Subjects: Math and ELA <i>Unlimited instructor accounts included</i>	\$38,281.00	\$38,281.00
SUBTOTAL			\$118,125.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$118,125.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To pay by purchase order, please email a copy of your PO to orders@ixl.com or fax it to 650-372-4301. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #72065

August 10, 2021

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Ashley Cieri
Waxahachie ISD
411 N. Gibson Street
Waxahachie, TX 75165

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Linelle Gorman	A20-2884190	2884190-2021-001-6	Aug 18, 2021 – Aug 18, 2022

PAYMENT PLAN

Amount	Invoice date
\$118,125	August 18, 2021
TOTAL	\$118,125

Price valid until August 18, 2021

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:

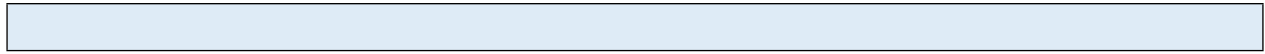
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com

Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to orders@ixl.com.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Interlocal Agreement with Region 12**



Background:

At the August 9 meeting, the Board authorized the offering of an alternative health insurance plan for employees. Part of offering this plan is executing an interlocal agreement with Region 12 who are the sponsors of the plan.

Traditionally, we have executed interlocal agreements as separate agenda items and this item was not prepared in time for the August 9 meeting so it is being presented today.

Recommendation:

Approve interlocal agreement with Region 12 for alternative health plan.

**EDUCATION SERVICE CENTER REGION 12 UNIVERSAL BENEFITS
CONSORTIUM INTERLOCAL AGREEMENT RESOLUTION AND AGREEMENT**

WHEREAS, Education Service Center Region 12 (“Region 12”) operates a health benefits consortium (“Universal Benefits Consortium”) to help make health benefits accessible to employees of public schools, municipalities, counties, governmental entities, and other entities and to the dependents of those employees;

WHEREAS, the Universal Benefits Consortium is governed by a board consisting of designees from each of the participants in the Consortium;

WHEREAS, Waxahachie Independent School District, hereinafter “Participant,” wants to participate in the employee benefits offered by and through the Universal Benefits Consortium;

WHEREAS, each Party to this Resolution and Agreement is a governmental entity authorized to be a party to an agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

WHEREAS, each Party to this Resolution and Agreement is authorized under law to provide health benefits to their employees and their dependents; and

WHEREAS, each Party to this Resolution and Agreement has determined that participation in the Universal Benefits Consortium will be beneficial to their respective employees and their dependents;

NOW, THEREFORE, BE IT RESOLVED that *{enter governing body of the joining entity, e.g., the Board of Trustees, for a school district}* of Participant requests that the Universal Benefits Consortium include Waxahachie ISD as a participant in the Consortium.

FURTHER, said Participant hereby acknowledges and agrees to the following terms and conditions of this Agreement with the Universal Benefits Consortium:

1. This Agreement incorporates all Operational Procedures developed by the governing board of the Universal Benefits Consortium as these Procedures currently exist or may be developed, modified or amended hereafter by said governing board;
2. Participant agrees to comply with all Operation Procedures as established, modified, amended and/or approved by the governing board of the Universal Benefits Consortium.
3. Any obligation to pay fees relating to participation in the Universal Benefits Consortium will come from current revenues available to the Participant;
4. Any such fees fairly compensate the parties performing the functions and services under the Agreement;

5. Participant delegates to the governing board of the Universal Benefits Consortium all purchasing functions relating to the intents and purposes of this Interlocal Agreement;
6. Universal Benefits Consortium shall comply with the purchasing requirements for the purchase of personal property and services as required under Chapter 44 of the Texas Education Code and Chapter 791 of the Texas Local Government Code;
7. The term of this Agreement shall be one year, from September 1, 2021, to August 31, 2022, and will automatically renew unless the Universal Benefits Consortium receives notice 90 days prior to the anniversary date;
8. Participant or Universal Benefits Consortium may terminate Participant's participation in the Universal Benefits Consortium for any reason by giving written notice to the Universal Benefits Consortium governing board sixty (60) before the end of the term of this Agreement;
9. No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under Texas or federal law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees and agents under Texas or federal law;
10. The parties to this Agreement do not enter the Agreement to protect any specific third party. The parties intend to exclude any benefit to be conferred upon a third party;
11. This Agreement contains the entire Agreement between the Parties and correctly sets forth the rights, duties and obligations of each to the other as of the effective date of the Agreement. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting written modification by both parties.

BE IT FURTHER RESOLVED that the Board of Trustees of the Participant authorizes its Board President to execute any and all documents and take whatever action necessary to carry out the intentions of the Board of Trustees as stated and manifest herein.

I certify that the foregoing is a true and correct copy of the Resolution and Interlocal Agreement adopted by Board of Trustees of Waxahachie ISD during a meeting on August 9, 2021. A quorum of the Board being then present, it was duly moved and seconded that the Resolution and Interlocal Agreement be adopted and agreed to, and such Resolution and Agreement were then adopted.

By: _____
Dusty Autrey
President, Board of Trustees
Date: _____

ATTEST:

Melissa Starnater
Secretary, Board of Trustees
Date: _____

Participant Address: Waxahachie ISD
411 N Gibson St
Waxahachie, TX 75165

Participant
Contact Person: Ryan Kahlden, CFO

Telephone No.: 972-923-4631

AGREED:

UNIVERSAL BENEFITS CONSORTIUM

By: _____
{Printed Name}
{Title}

Date: _____

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Appointment of Certified School Marshal**

A newly hired WISD employee recently completed the 80-hour training administered by the Texas Commission on Law Enforcement to become eligible to serve as a school marshal pursuant to WISD Board Policy CKEB (Legal) and Section 37.0811 of the Texas Education Code. Both WISD administration and WPD Lt. Josh Oliver recommend action by the Board of Trustees to appoint this individual to serve in the role as a school marshal on WISD campuses.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Adopt Original 2021-2022 Budget**



Background:

Presented are the original budgets for the General Fund, Debt Service Fund, and Child Nutrition Fund for the 2021-2022 fiscal year.

Recommendation:

Adopt original budgets for General Fund, Debt Service Fund, and Child Nutrition Fund for the 2021-2022 fiscal year.

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

FISCAL YEAR 2021-2022

BUDGET FOR ADOPTION - ALL FUNDS

	<u>General Fund</u>	<u>Debt Service</u>	<u>Child Nutrition</u>
	Proposed	Proposed	Proposed
REVENUES			
5711 Current Property Taxes	\$ 54,291,292	\$ 21,704,079	\$ -
5712 Delinquent Property Taxes	300,000	90,000	-
5719 Other Tax Revenue	300,000	30,000	-
5729 Single Age Parent Education	50,000	-	-
5735 Out of District Tuition - CTE	50,000	-	-
5739 Miscellaneous Tuition Charges	14,000	-	-
5742 Investment Earnings	15,000	-	150
5743 Rent	20,000	-	-
5749 Local Source Revenue	520,500	-	5,000
5751 Food Service Sales	-	-	588,700
5752 Athletic Activity	177,500	-	-
5811 Per Capita Apportionment	1,888,660	-	-
5812 Foundation School Program	42,894,036	-	-
5828 Pre-K State Program	-	-	-
5829 Revenues from TEA	-	209,788	-
5831 Other State Revenues	5,472,772	-	174,821
5929 QSCB Interest Reimbursements	-	100,000	-
5931 SHARS Reimbursements from Medicaid	1,500,000	-	-
7952 School Breakfast Program	-	-	550,000
7953 National School Lunch Program	-	-	3,200,000
7954 USDA Commodities	-	-	347,764
TOTAL REVENUES	<u>107,493,760</u>	<u>22,133,867</u>	<u>4,866,435</u>
EXPENDITURES			
11 Instruction	64,146,507	-	-
12 Instructional Resources	1,384,097	-	-
13 Curriculum & Instructional Staff Development	1,663,054	-	-
21 Instructional Leadership	2,656,151	-	-
23 School Leadership	6,339,613	-	-
31 Guidance / Counseling	2,916,120	-	-
32 Social Work Services	-	-	-
33 Health Services	1,324,898	-	-
34 Student Transportation	3,358,925	-	-
35 Food Services	100,000	-	4,777,935
36 Extracurricular Activities	4,464,867	-	-
41 General Administration	3,372,267	-	-
51 Maintenance and Operations	9,306,874	-	88,500
52 Security and Monitoring	1,769,305	-	-
53 Data Processing Services	1,889,278	-	-
61 Community Services	261,804	-	-
71 Debt Service	-	22,346,477	-
81 Capital Outlay	1,940,000	-	-
95 Juvenile Justice Alternative Education Program	15,000	-	-
99 Other Governmental Charges	585,000	-	-
TOTAL EXPENDITURES	<u>107,493,760</u>	<u>22,346,477</u>	<u>4,866,435</u>
BUDGET SURPLUS (DEFICIT)	<u>78</u> <u>\$ -</u>	<u>\$ (212,610)</u>	<u>\$ -</u>

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Adopt Ordinance Setting 2021 Tax Rates**



Background:

Presented is the ordinance to set the 2021 tax rates of \$0.9603 for the M&O fund, \$0.3839 for the I&S fund; an overall tax rate of \$1.3442 per \$100 in valuation.

Motion:

I move that the property tax rate be increased by the adoption of a tax rate of \$1.3442, which is effectively a 5.64 percent increase in the tax rate.

Recommendation:

Adopt ordinance setting tax rate of \$0.9603 for the M&O fund and \$0.3839 for the I&S fund for an overall tax rate of \$1.3442 per \$100 in valuation.

**ORDINANCE TO SET TAX RATE FOR 2021
(2021-2022 SCHOOL YEAR)**

An ordinance levying an annual ad valorem tax for the year 2021, setting specific tax rates applicable to all real, personal, and mixed property situated within the Waxahachie Independent School District, setting due date and providing for penalties and interest on delinquent taxes.

BE IT ORDAINED by the Board of Trustees of the Waxahachie Independent School District of Ellis County, Waxahachie, Texas:

1. That an ad valorem tax rate of **\$1.3442 per \$100** cash valuation as said values are fixed by the Appraisal Review Board, and the same is hereby levied for tax year 2021 on all real property, personal property, and mixed property located and situated within the confines and boundaries of the Waxahachie Independent School District as of January 1, of this year.
2. That the above-specified ad valorem tax rate be distributed as follows:
 - a. **\$0.9603** rate for the local maintenance and operations (M&O) fund.
 - b. **\$0.3839** rate for the debt service, bonded indebtedness, and interest and sinking (I&S) fund.
3. Any person failing to pay their taxes on or before January 31, 2022, shall be subject to the maximum penalties thereon allowed by law to be collected on delinquent taxes. All delinquent taxes shall bear interest at the highest per annum interest rate allowed by law to be collected on delinquent taxes and shall bear interest from the date of delinquency until paid.
4. Taxes which are due the Waxahachie Independent School District that remain delinquent on July 1st of the tax year in which they become delinquent for the 2021 and later tax years, on accounts which have been assigned to the Waxahachie Independent School District's delinquent tax attorney on or before July 1st, incur an additional penalty of 20% of the amount of taxes, penalty and interest due at the time the taxes, penalty, and interest are paid.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.64 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$51.30.

PASSED, APPROVED, AND EFFECTIVE, THIS 30TH DAY OF AUGUST, 2021.

Dusty Autrey
President, Board of Trustees

Melissa Starnater
Secretary, Board of Trustees

Waxahachie ISD
BOARD OF TRUSTEES

Date: **August 30, 2021**

Subject: **Special Sick Leave for COVID-19 illnesses**

Background:

The Families First Coronavirus Response Act (FFCRA) required WISD to provide its employees with up to 80 hours of paid sick leave for specified reasons related to COVID-19 in 2020. Accordingly, WISD employees were originally entitled to up to 80 hours of sick leave under the provisions of the FFCRA from April 1, 2020 through December 31, 2020. On January 11, 2021, the Board of Trustees determined a special need existed to extend until the end of the 2020-2021 school year the ability of employees to avail themselves of up to 80 hours of paid sick leave for specified reasons related to COVID-19 in accordance with the terms of the FFCRA.

As we entered this school year, WISD employees were no longer entitled to any additional sick leave for COVID-19 illnesses other than available state and local leave. Unfortunately, WISD employees are still at risk for contracting COVID-19 and must responsibly quarantine within their homes in the event they in fact contract COVID-19. WISD employees who are unable to report to work due to illness may suffer a loss of pay if they do not report for work and have exhausted all available state and local leave days.

Recommendation:

Administration recommends the Board act within its authority under Section 45.105 of the Texas Education Code to create up to 80-hours of special paid sick leave for employees to use during the 2021-22 school year in the event they have a confirmed personal diagnosis of COVID-19. Administration believes such action would serve the public purposes of protecting the health and safety of students and staff, maintaining morale, and reducing employee turnover.