



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

Regular Meeting | AGENDA
Monday, December 13, 2021
5:00 PM
Live Stream:
<https://www.youtube.com/waxahachieisd>

A Regular Meeting of the Board of Trustees of Waxahachie Independent School District will be held Monday, December 13, 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. RECOGNITIONS.* 3
- V. OPEN FORUM: Hearing of individuals or committees.**
- VI. REPORTS.
 - A. Superintendent's Report. 4
 - B. Informational report on the TASB Board Policy Update 118. 5
 - C. Informational report for Solution Tree and PLC. 52
 - D. Presentation of the annual financial audit report for the fiscal year that ended on August 31, 2021. 66
- VII. CONSENT AGENDA.
 - A. Consideration and approval of Minutes from previous meetings. 67
 - B. Consideration to approve Monthly Financial Reports that include cash position, revenue reports, budget summary, tax collection report, bid report, purchase order requiring board approval, and proposed budget amendments. 73
 - C. Consideration to approve the personnel report as recommended by the superintendent that includes employment, retirements, resignations, position changes, and other matters

	as discussed in Closed Session pursuant to Gov't Code 551.074.	
D.	Consideration of possible action to approve an agreement between Arlington ISD and Waxahachie ISD for the 2021-2022 school year concerning services and reporting procedures for students with auditory impairments attending the Arlington Regional Day School Program for the Deaf.	101
E.	Consideration of possible action to approve a Multi-Region Purchasing Cooperative with Region 10 for the 2022-2023 school year.	110
F.	Consideration with possible action to execute interlocal agreement with Harris County Department of Education.	127
G.	Informational report only for the required BE-ESL Program Evaluation Summary for the 2020-2021 school year.	133
H.	Monthly report regarding student attendance, student discipline, student drug offenses and drug prevention measures for the month of November 2021.	138
I.	Monthly report on the Maintenance Department's work orders.	144
J.	Informational update on ESSER III funds.	146
VIII.	ACTION ITEMS.	
A.	Consideration of possible action to approve the fiscal year that ended on August 31, 2021 audit report.	148
B.	Consideration to approve Waxahachie ISD's Core Values and Vision statement.	149
C.	Consideration to approve the decision to continue participation in TRS Health Insurance.	151
IX.	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(LLEGAL)]

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: December 13, 2021

Subject: Recognitions



Background:

We will recognize student and staff accomplishments.

RECOGNITIONS:

Students for pledges: Adalyn, Reagan, and Boone Baskin from Simpson Elementary

Simpson Elementary– Darla Wilson will recognize Julie Merritt as the December employee of the month.

Waxahachie High School of Choice/Challenge Academy– Jacquy Taylor is the employee of the month.

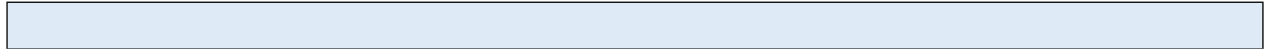
WHS Cross Country and WHS Band for attending State Competitions.

Lt Josh Oliver acknowledging Bonnie Lloyd who is the crossing guard at Northside Elementary for her hard work and dedication to the district.

Waxahachie ISD
BOARD OF TRUSTEES

Date: December 13, 2021

Subject: **Superintendent's Monthly Report**



Background:

Dr. Jerry Hollingsworth will provide the Board an overview of major activities related to leadership and learning in Waxahachie ISD. This month's report will include:

- An update on the district's enrollment and average daily attendance (ADA) for November 30, 2021.
- An update on the "Lunch & Listen" Sessions conducted on every campus.
- An overview of the Visioning Process and next steps for implementation of our Vision and Core Values.
- A brief look at this month's TASA – Future Ready Superintendent's Leadership Network (FRSLN) conference attended by Mrs. Mott, Dr. Averett, Mrs. Harris, and Mr. Lynch

Waxahachie ISD
BOARD OF TRUSTEES

Date: December 13, 2021

Subject: TASB Update 118

REPORTS

Background:

Lee Auvenshine will present a first review of TASB Board Policy Update 118, which incorporates changes recommended by TASB following the conclusion of the regular 2021 Legislative Session. 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 118 affects the following local policies listed below:

- CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT
- CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY
- DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION
- DP(LOCAL): PERSONNEL POSITIONS
- EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION
- EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES
- EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION
- FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS
- FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE
- FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT
- FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT
- FL(LOCAL): STUDENT RECORDS

Attached is the Local Policy Comparison Packet, along with Explanatory Notes and the full Update Packet prepared by TASB.

Explanatory Notes

TASB Localized Policy Manual Update 118

Waxahachie ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Changes at Update 118 are based almost exclusively on legislation from the 87th Regular Legislative Session.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 87th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

For more information about the bills mentioned below and other changes from the 87th Legislative Session, download the free *2021 Legislative Summary for TASB Members* PDF at <https://store.tasb.org/legislative-summary-for-tasb-members-pdf/>.

The *Local Policy Overview* for Update 118, available in the myTASB Policy Service Resource Library at <https://www.tasb.org/services/policy-service/mytasb/policy-manual-update-resources.aspx>, provides a general, high-level overview of the changes to the (LOCAL) policies included in the update. **(LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

Changes to the policy manual based on bills from the special called sessions will be included in Update 119.

A(LEGAL)

BASIC DISTRICT FOUNDATIONS

The A Section table of contents has been updated to include the new codes AIE, Investigations, and AEA, Educational Equity.

In Update 119, Policy Service will be reviewing districts' AE(LOCAL) and recoding any equity provisions to the new AEA(LOCAL).

AE(LEGAL)

EDUCATIONAL PHILOSOPHY

The objectives of public education have been updated to reflect HB 4509 revisions regarding instruction on American patriotism.

AG(LEGAL)

HOME-RULE DISTRICTS

Provisions on home rule districts have been updated to reflect the applicability of Education Code Chapter 39 and special investigations (SB 1365) and parental options to retain students (SB 1697) for these districts.

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Details regarding accountability performance ratings have been added from SB 1365, including the effects of "Not Rated" and D ratings.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Revisions to the quality of learning indicators are from HB 4545.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Significant changes from the 87th Legislature, Regular Session address:

- The authority of conservators, management teams, and boards of managers;

Explanatory Notes

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Waxahachie ISD

- Interventions and consequences for D ratings;
- Revisions regarding campus turnaround plans;
- Appeals of interventions and sanctions; and
- New intervention programs, including designation as a resource campus and required compliance with the strong foundations grant program requirements.

We have also added an existing prohibition on student trustees participating in a closed board meeting when a personnel matter is being considered.

Provisions on monitoring reviews and on-site investigations have been moved to AIE, Investigations.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

Provisions on special investigations (formerly *special accreditation investigations*) and monitoring reviews and activities have been revised as a result of SB 1365 and moved to this new code on investigations.

BA(LEGAL) BOARD LEGAL STATUS

The provision regarding the board's governance authority has been moved to BAA(LEGAL), which addresses the board's powers and duties.

BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

The provision regarding the board's governance authority has been moved from BA(LEGAL) and revised to better reflect statutory wording.

SB 1365 adds exceptions to the board's exclusive power to govern and oversee the management of the district to address the appointment of a board of managers.

Provisions on the board's authority related to district property have been deleted, as they are included at other codes.

BBA(LEGAL) BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

Changes to this legally referenced policy include:

- Clarification regarding felony convictions for eligibility and service as a board member (HB 1540 and Attorney General Opinion KP-0251); and
- Revisions to the definition of "residence" (SB 1111).

BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS

Provisions updated in accordance with HB 3107 include those related to election orders, election notices, filing information, delivery or submission of election documents, drawings to determine the order of names on the ballot, and temporary branch polling places.

SB 1116 requires a new internet posting 21 days before election day with information about the upcoming election.

Requirements regarding early voting rosters have been updated in accordance with HBs 1382 and 1622.

BBBB(LEGAL) ELECTIONS: POST-ELECTION PROCEDURES

HB 3107 clarifies processes for tied votes and runoff elections.

SB 1116 includes a new requirement to post online detailed information on election results.

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BBBD(LLEGAL) ELECTIONS: CAMPAIGN ETHICS

Amended Ethics Commission rules change the definition of "political advertising" to address text messages.

BBD(LLEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

The State Board of Education must require school safety training for trustees per HB 690 and work with the Texas School Safety Center to develop curriculum and materials by January 1, 2022.

BBFA(LLEGAL) ETHICS: CONFLICT OF INTEREST DISCLOSURES

A definition of "contract" has been added to assist with application of conflicts disclosure provisions. Other provisions have been reordered, reworded, and removed for readability.

BDF(LLEGAL) BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

HB 1525 imposes new meeting requirements for school health advisory councils, including posting of meeting details in advance of meetings and preparing and posting meeting minutes and recordings.

CBA(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

An existing provision regarding the purpose of the Foundation School Program has been added.

CBB(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

We have referenced an existing provision that prohibits the use of federal loan or grant funds to procure or obtain foreign telecommunications equipment.

CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

Provisions on ad valorem taxes were affected by several bills.

- HB 1525 includes exceptions to the prohibition on levying a maintenance tax at a rate with the intent to create a surplus in maintenance tax revenue to pay the district's debt service. We have also added a reference to the consequences of violating the prohibition without an applicable exception.
- SB 1438 addresses the calculation and adoption of tax rates in a disaster area.

Because provisions permitting a district to adopt a tax rate before adopting a budget no longer align with current statutes and TEA processes for calculating the maximum compressed rate, they have been deleted from the policy.

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

Legislation affected several provisions on tax exemptions and payments:

- SB 1427 clarifies that the temporary exemption for qualified property damaged by disaster applies only to physical damage.
- SB 1438 repeals the provisions permitting a governing body to adopt a temporary exemption for qualified property damaged by disaster, making the exemption automatic.
- HB 988 addresses exemptions for goods-in-transit when the district is in a disaster area.
- SB 742 expands the existing provision regarding installment payments in a disaster area to include property in an *emergency* area.

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CCH(LEGAL)

LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

A recent attorney general opinion clarifies that an employee of an appraisal district may not serve as a trustee in a school district that is a participating entity in the appraisal district.

HB 988 creates a criminal offense for a board member, officer, or employee of a participating taxing unit, such as a school district, who communicates with the appraisal district to influence a property's appraisal value unless the person owns or leases the property.

The circumstances under which a person is ineligible to serve on the board of directors of an appraisal district were revised by SB 63, and additional detail on eligibility restrictions have been added from existing law.

Provisions on adjusting the number of appraisal board members in special circumstances have been removed.

CDC(LEGAL)

OTHER REVENUES: GIFTS AND SOLICITATIONS

HB 1525 requires a district to accept donations from a parent-teacher organization or association to fund supplemental educational staff positions and spend the donation for the designated purpose.

Under HB 3979, a district is prohibited from accepting private funding for curriculum or professional development for a course as described by Education Code 28.002(h-3)(3), which pertains to certain social studies course content and requirements.

CE(LEGAL)

ANNUAL OPERATING BUDGET

SB 1365 prohibits use of local funds to initiate or maintain an action against the state or officer of the state arising out of a decision, order, or determination that is final and unappealable under the Texas Education Code, unless specifically authorized.

The bill also creates a criminal offense for a board member who votes to approve an expenditure in violation of an Education Code provision for a purpose for which the funds may not be spent.

CFA(LEGAL)

ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

A reference to the updated *Financial Accountability System Resource Guide*, adopted June 2021, has been added.

CFC(LEGAL)

ACCOUNTING: AUDITS

A reference to the updated *Financial Accountability System Resource Guide*, adopted June 2021, has been added.

CFD(LOCAL)

ACCOUNTING: ACTIVITY FUNDS MANAGEMENT

Recommended revisions to this local policy are to align with the recently adopted amendments to the *Financial Accountability System Resource Guide (FASRG)*, Module 1, Appendix H, on activity funds. (See the *FASRG Financial Accounting and Reporting Appendices* at <https://tea.texas.gov/sites/default/files/fasrg17-module1-farappendices-final-accessible.pdf>.)

Substantive changes include clarification that student activity funds are those funds raised and collected by student clubs and organizations. Approval to spend those funds rests solely with the student organization or club, with disbursement management and approvals by the principal and sponsor.

A more specific reference to the district's accounting practices and procedures was added regarding management of expenditures.

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CH(LLEGAL) PURCHASING AND ACQUISITION

The Professional Services Procurement Act was revised to address procurement of services by forensic analysts and science experts (HB 3774) and physicians, optometrists, and registered nurses under certain circumstances (SB 799).

A definition of a "contingent fee contract" for legal services has been added from SB 1821, and other revisions on this topic are from HB 1428.

SB 799 also amends provisions on management fees under cooperative purchasing contracts.

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

Districts are prohibited from entering into certain contracts with a company for goods and services unless the contract contains written verification that the company:

- Does not boycott energy companies, as described (SB 13); and
- Does not discriminate against a firearm entity or firearm trade association, as described (SB 19).

Existing statutory provisions on vendor conflict of interest questionnaires have been added for completeness.

CHF(LLEGAL) PURCHASING AND ACQUISITION: PAYMENT PROCEDURES

HB 1476 imposes additional requirements on districts regarding disputed invoices with vendors.

CHG(LLEGAL) PURCHASING AND ACQUISITION: REAL PROPERTY AND IMPROVEMENTS

Revisions to the annual eminent domain reporting requirements have been added from SB 157.

CHH(LLEGAL) PURCHASING AND ACQUISITION: FINANCING PERSONAL PROPERTY PURCHASES

SB 58 adds cloud computing services to the definition of personal property under the Public Property Finance Act.

Existing legal sources related to the Public Property Finance Act have been added for completeness and address lease-purchase contracts and fair processes for competitive bidding.

CK(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT

Changes from HB 3597 include the following:

- A district will have three, not six, months to respond to a notification from the Texas School Safety Center (TxSSC) that the district failed to report the results of its safety audit.
- A copy of a memorandum of understanding or mutual aid agreement between a district and another entity addressing school safety and security issues provided to the TxSSC is confidential and not subject to disclosure under the Public Information Act.

CKA(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

Extensive revisions to this legally referenced policy on asbestos are a result of amended Texas Asbestos Health Protection rules effective July 8, 2021.

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CKB(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: ACCIDENT PREVENTION AND REPORTS

HB 3597 requires the commissioner of education in consultation with other relevant entities to adopt rules on emergency drills and exercises. The previous Administrative Code provisions have been removed pending development of the new rules.

Before a district may conduct an active threat exercise, the district must comply with new notice provisions and other requirements in accordance with SB 168. The [Regulations Resource Manual](#) includes a sample notification form.

CKC(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

Legislative cleanup resulted in several revisions to this legally referenced policy on emergency plans:

- HB 3607 removes a reference to an expired statute;
- HB 3597 clarifies that a multihazard emergency operations plan must include responding to a train derailment if a district *facility*, rather than a *school*, is within 1000 yards of a railroad track; and
- HB 3597 corrects a reference to the *five*, not *four*, phases of emergency management to be addressed in a multihazard emergency operations plan.

CKD(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY MEDICAL EQUIPMENT AND PROCEDURES

Although still required, the annually provided instruction on cardiopulmonary resuscitation and the use of automated external defibrillators no longer has to meet guidelines under the Health and Safety Code. (SB 199)

CKE(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

HB 1788 addresses a school district's immunity from liability for damages resulting from a reasonable action by security personnel to maintain safety at a school campus, including actions relating to possession or use of a firearm. The district also has immunity from liability for any reasonable action taken by a district employee who has written permission from the board to carry a firearm on campus.

We have revised the provisions on authorizing handguns from Attorney General Opinion GA-1051 in light of the repeal of Penal Code 46.035 by HB 1927.

CKEA(LLEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

SB 24 adds new pre-employment procedures that law enforcement agencies must follow before hiring a licensed peace officer.

If the Texas Commission on Law Enforcement (TCOLE) provides model policies on the topics required in law, a law enforcement agency must, within 180 days of TCOLE providing the policies, adopt a policy on the required topics and may adopt the model policies. (HB 3712)

A law enforcement agency that intends to use a drone for law enforcement purposes must, no later than January 1, 2022, adopt a policy regarding the use of force by means of a drone. (HB 1758)

HB 929 amends existing provisions on body-worn cameras and requires an officer to keep the camera activated during an investigation in which the officer is participating.

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CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

SB 741 permits a school marshal to carry a concealed handgun and eliminates the previous requirement for the firearm to be locked in a secure safe within the marshal's immediate reach if the marshal has direct, regular contact with students.

CKEC(LEGAL) SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS

SB 1191 amends the definition of a school resource officer to exclude a peace officer who only provides services at extracurricular activities.

CLA(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

A new requirement to post human trafficking warning signs has been added from SB 1831.

CLE(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: FLAG DISPLAYS

Pursuant to SB 797, schools must display in each building a poster or framed copy of the national motto that also includes representations of the U.S. and state flags if donated or purchased from private donations.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

HB 3261 expands the items and services on which a district can use its technology and instructional materials allotment (TIMA).

The bill also eliminates the provision requiring a district to purchase items in a specified order.

CNA(LEGAL) TRANSPORTATION MANAGEMENT: STUDENT TRANSPORTATION

SB 204 permits a district to operate a transportation system for interdistrict transfer students outside district boundaries and without having an interlocal agreement with the transferring district if the district meets applicable certification requirements and has a policy that prohibits the screening of transfer requests using academic performance, disciplinary history, or attendance records.

Please contact your policy consultant if your district will use this approach and you need changes to FDA(LOCAL). The [Regulations Resource Manual](#) includes a sample certification statement.

A district in a disaster area is eligible for transportation funding for the cost of transporting a meal or instructional materials in accordance with SB 462.

Other revisions are to better match legal sources.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

SB 1267 repeals provisions on school bus emergency evacuation training.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

SB 1351 revises provisions permitting a campus to donate surplus food. Links have also been updated.

CQ(LEGAL) TECHNOLOGY RESOURCES

SB 475 adds "robotic process automation" to the examples of next generation technology.

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CQA(LLEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The list of required internet postings has been updated to include:

- Election information and election results (SB 1116);
- Notice of school health advisory council (SHAC) meetings, minutes, and recordings (HB 1525);
- A link to the comptroller website to find information on the district's agreements to limit appraised property values (existing requirement);
- Information regarding compliance with requirements for a district that will operate a transportation system outside district boundaries without an interlocal agreement (SB 204); and
- The district's employment policy and any referenced regulations (HB 750).

The optional posting pertaining to annual notice of programs for college credit has been updated as a result of SB 1095.

CQB(LLEGAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

Reporting of a breach of system security to TEA now includes a requirement to also report to an entity with which TEA contracts and may be made by district employees other than the cybersecurity coordinator per SB 1696.

Cybersecurity training requirements were amended by HB 1118 and SB 1267.

Security breach notifications under the Business and Commerce Code were amended by HB 3746.

CQB(LOCAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

Based on HB 1118 and SB 1267, the provision addressing board delegation to the superintendent regarding cybersecurity training has been revised to:

- Reflect the elimination of the annual training requirement (except for the cybersecurity coordinator); and
- Give the superintendent the authority to impose consequences for failure to complete required training.

Recommended revisions regarding reports of breaches involving student information are based on SB 1696, which permits the district, rather than the cybersecurity coordinator, to report breaches to TEA and others as required by law.

Sample procedures in the [Regulations Resource Manual](#) have also been updated based on these changes.

CRD(LLEGAL)

INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE

SB 1444 permits a district participating in TRS ActiveCare to opt out of participation as described and prohibits a district participating in TRS ActiveCare from offering health coverage that is not provided under TRS ActiveCare.

Other revisions are to reorder provisions for better flow, remove unnecessary provisions, and better reflect legal sources.

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CV(LEGAL) FACILITIES CONSTRUCTION

HB 2581 amends provisions on contracting procedures for construction projects, including evaluation of submissions and criteria for awarding construction contracts.

SB 338 permits a district to adopt and incorporate into relevant contracts the Texas Facilities Commission's uniform general conditions.

CVB(LEGAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

HB 2581 requires a district using competitive sealed proposals for construction projects to make the evaluations public within 7 business days of the contract award and provide the evaluations to all offerors. A reference to provisions on weighting the value assigned to price has also been added.

DBA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CREDENTIALS AND RECORDS

New provisions from HB 1525 and SB 1356 permit members of teacher organizations and other eligible individuals to participate in a tutoring program to provide supplemental instruction to students as overseen by the superintendent.

DC(LEGAL) EMPLOYMENT PRACTICES

A new posting requirement from HB 750 requires a district to post on its website the employment policy required by Education Code 11.1513(a) and any regulations referenced in the policy. Any form referenced in the policy must be posted on the district's intranet or at a district administrative office.

HB 1525 requires a district to accept donations from a parent-teacher organization or association to fund supplemental educational staff positions and spend the donation for the designated purpose.

DEA(LEGAL) COMPENSATION AND BENEFITS: COMPENSATION PLAN

With limited exceptions, HB 1525 requires a district to maintain salaries provided for the 2019–20 school year under HB 3, 86th Legislative Session, as long as the employee remains employed by the district.

Revisions regarding TRS surcharges for rehired retirees include:

- A prohibition against a district passing on to a retiree the cost of TRS surcharges (SB 202); and
- A temporary exemption from TRS surcharges through February 1, 2025, when a retiree is employed to mitigate student learning loss (SB 288).

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

HB 1525 eliminates the requirement that a teacher be certified to be designated a master, exemplary, or recognized teacher under a local optional teacher designation system.

Changes to provisions on mentor teachers and achievement academy stipends are from SB 1267.

DEC(LEGAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

Districts that employ peace officers must implement two new leave provisions.

- SB 1359 requires a policy allowing the use of paid mental health leave by officers who experience a traumatic event in the scope of employment.
- HB 2073 requires the board to develop and implement a paid quarantine leave policy for district peace officers who are ordered to isolate or quarantine because of possible or known exposure to a communicable disease while on duty.

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In July, Policy Service sent an email with information on local policy changes to districts which our records show employ peace officers. If your district employs peace officers and has not yet contacted the district's policy consultant for policy revisions, please do so.

DEC(B)(LEGAL) LEAVES AND ABSENCES: MILITARY LEAVE

HB 1589 adds new disaster leave provisions for employees in the military who are called to state active duty in response to a disaster.

DFE(B)(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

HB 2519 requires notice to employees whom the district reports to SBEC for contract abandonment and limits SBEC's authority to sanction a teacher who files a resignation after the 45th day but no later than the 30th day before the first day of instruction.

DFE(B)(LOCAL) TERMINATION OF EMPLOYMENT: RESIGNATION

Revisions to this local policy on resignations are guided by a recent commissioner of education proposal for decision. Based on the relevant statutory wording, a contract employee's resignation effective at the end of the school year must be filed with the board of trustees or the board's designee, and the board's designee, typically the superintendent, may not further delegate the ability to receive these resignations. As a result, we recommend revising the policy language to give the superintendent *or other person designated by board action* the authority to accept these resignations.

New recommended text states that if a contract employee provides a resignation to a supervisor who has not been designated by the board to accept such resignations, the supervisor shall instruct the employee to submit the resignation to the superintendent or other person designated by board action.

We have also clarified that a superintendent may delegate authority to accept at-will resignations to other administrators.

The [Regulations Resource Manual](#) includes sample resolutions if the board chooses to designate a district employee, in addition to the superintendent, to accept contract employee resignations.

DG(B)(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

As a result of HB 3979, a teacher in a required social studies course may not be compelled to discuss a current event or widely debated and currently controversial issue of public policy or social affairs.

DGC(B)(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES: IMMUNITY

SB 6 provides that a person is not liable for injury or death caused by exposing an individual to a pandemic disease during a pandemic emergency except as provided by law.

DH(B)(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

DIA(B)(LEGAL) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

SB 45 clarifies that an employer commits an unlawful employment practice for failing to take immediate and appropriate corrective action regarding sexual harassment that the employer or employer's agents knew or should have known was occurring.

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SB 282 prohibits a district from using public money to settle or pay a sexual harassment claim against a board member or an officer or employee of the district.

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Numerous revisions throughout this legally referenced policy on staff development are a result of SB 1267, which amends current requirements and requires SBEC, by June 1, 2022, to create a clearinghouse on continuing education and training requirements that includes recommendations for the frequency of training.

Boards must develop a professional development policy by August 1, 2022, that includes a schedule of training based on the clearinghouse or notes any differences between the board policy and the clearinghouse recommendations. Policy Service will provide local policy recommendations following publication of the clearinghouse.

Other legislation affecting this policy includes:

- HB 159, requiring certain elements be included in educator staff development;
- HB 1525, delaying requirements for teacher literacy achievement academies;
- HB 2681, requiring teachers of elective Bible courses to be certified in one of three areas and complete commissioner-developed training; and
- SB 199, eliminating the requirement for instruction on cardiopulmonary resuscitation and the use of automated external defibrillators to meet guidelines under the Health and Safety Code.

DP(LEGAL) PERSONNEL POSITIONS

SB 179 mandates that the board adopt a policy requiring a school counselor to spend at least 80 percent of the school counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). See DP(LOCAL), below, for more information.

Provisions in relevant employment contracts cannot conflict with the policy, and a district must annually assess the policy.

DP(LOCAL) PERSONNEL POSITIONS

Revisions regarding school counselors are based on SB 179, which mandates that the board adopt a policy requiring a school counselor to spend at least 80 percent of total work time on duties that are components of a comprehensive school counseling program (CSCP). If the board determines that, because of staffing needs in the district or at a campus, a school counselor cannot spend 80 percent of work time on CSCP components, the policy must address further details regarding the counselor's duties.

The recommended policy text is structured for the administration, rather than the board, to make the initial administrative determination about a counselor's job duties. If the board approves that determination, the board shall direct the superintendent to develop a revised job description for that counselor that will address the requirements in law.

The list of principal qualifications has been adjusted to include a reference to the job description.

In accordance with these revisions, TASB HR Services has revised its model job descriptions available to subscribers in the HR Library at <https://www.tasb.org/services/hr-services/mytasb/model-job-descriptions/campus-instruction.aspx>.

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E(LLEGAL) INSTRUCTION

The E Section table of contents has been revised to change the subtitle of EKBA to English Learners/Emergent Bilingual Students to align with changes from SB 2066.

EB(LLEGAL) SCHOOL YEAR

A district may receive full ADA if it provides at least 43,200 minutes of instructional time to students enrolled in a school operating an adult high school charter school program in accordance with SB 1615.

EEB(LLEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

Class size limits have been extended to prekindergarten by SB 2081.

EEL(LLEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

Driver training *schools* are renamed driver training *providers* by HB 1560.

EF(LLEGAL) INSTRUCTIONAL RESOURCES

SB 348 clarifies that a parent is entitled to review teaching and instructional materials while a child is participating in virtual or remote learning and to observe virtual instruction.

EHA(LLEGAL) CURRICULUM DESIGN: BASIC INSTRUCTIONAL PROGRAM

As provided by SB 6, a district is not liable for damages or monetary relief from a cancellation or modification of a course, program, or activity if the action is due to a pandemic emergency.

EHAA(LLEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

Provisions on required instruction have been added to reflect HB 4509 revisions regarding instruction on American patriotism, Texas history, and the free enterprise system.

HB 1525 imposes several requirements regarding human sexuality curriculum materials, including:

- Revised parental notification and new parental consent provisions;
- Posting of proposed and adopted curriculum materials and options for a parent to purchase copyrighted materials from the publisher; and
- New board policy on adopting curriculum materials [see EHAA(LOCAL), below].

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

SB 123 revises the list of topics that must be addressed in character education programs.

EHAA(LOCAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New provisions are recommended based on HB 1525, which imposes several requirements regarding human sexuality curriculum materials, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

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The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

EHAD(LEGAL) BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION

Driver training *schools* are renamed driver training *providers* by HB 1560.

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

SB 89 requires districts to add supplemental information to the individualized education program (IEP) of any child who was enrolled in special education during the 2019–20 or 2020–21 school years.

The admission, review, and dismissal committee of a student who is participating in the new supplemental special education services and instructional materials program created by SB 1716 must provide certain information to parents and cannot consider the supplemental services when developing the IEP.

HB 785 imposes new requirements when a student has a behavioral improvement or intervention plan.

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

HB 1525 eliminates the statutory requirement for a district to annually certify its gifted and talented program to the commissioner.

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Numerous legislative changes affect this legally referenced policy on compensatory and accelerated services.

- The compensatory education allotment may be used for services of an instructional coach (HB 1525).
- The list of students at risk of dropping out of school excludes students who are retained in prekindergarten (SB 1697) and includes students enrolled in a dropout recovery school (HB 572) and students participating in an adult high school charter school program (SB 1615).
- The term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).
- New provisions have been added on required services after an unsatisfactory performance on state assessments, including accelerated instruction, accelerated learning committees, and parent requests for specific teachers (HB 4545).

EHBC(LOCAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Recommended revisions to this local policy include references to accelerated instruction and accelerated learning committees as revised by HB 4545 and direct parents to FNG, the district's existing grievance policy, for complaints about educational plans.

The text also explains that parental requests for a student to be assigned to a particular teacher following a student's unsatisfactory performance on a grade 3, 5, or 8 math or reading assessment shall be handled in accordance with the district's administrative procedures. The [Regulations Resource Manual](#) includes sample procedures and a form for these parental requests.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

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EHBE(LLEGAL)

SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

SB 2066 revises the term "limited English proficient" to "emergent bilingual" in several instances and adds a definition of the new term.

EHBF(LLEGAL)

SPECIAL PROGRAMS: CAREER AND TECHNICAL EDUCATION

In addition to existing career and technology education program notification requirements, SB 1095 adds a requirement for the district to provide parents notification of certain work-based education programs offered by the district.

EHBG(LLEGAL)

SPECIAL PROGRAMS: PREKINDERGARTEN

Eligibility for free prekindergarten enrollment for three-year-olds has been extended by HB 725 to children who were in foster care in another state.

Subject to certain requirements, a parent may elect for a student to repeat prekindergarten or enroll in prekindergarten for the first time if the student would have been eligible the previous year and has not yet enrolled in kindergarten (SB 1697).

To obtain an exemption from requirements regarding prekindergarten classes for four-year-olds, a district must first solicit proposals for partnerships (HB 1525).

A prekindergarten program provided by a private entity must comply with class size limits (SB 2081).

EHBK(LLEGAL)

SPECIAL PROGRAMS: OTHER INSTRUCTIONAL INITIATIVES

As revised by HB 3257, instruction required during Holocaust Remembrance Week must include materials developed or approved by the Texas Holocaust, Genocide, and Antisemitism Advisory Commission.

EHDD(LLEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

In addition to existing career and technology program notification requirements, SB 1095 adds a requirement for the district to provide notice of work-based education programs offered by the district, such as internships, externships, apprenticeships, or a Pathways in Technology Early College High School (P-TECH) program, and to notify parents of the qualifications for enrolling in these programs. A district must also provide notice regarding subsidies to take college advanced placement tests or international baccalaureate examinations.

An agreement with an institution of higher education must designate an employee of the district or the higher education institution as responsible for providing academic advising to students who will enroll in a dual credit course, as specified by SB 1277.

EI(LLEGAL)

ACADEMIC ACHIEVEMENT

Revised Administrative Code rules require the academic achievement record to reflect compliance with the requirement to complete a free application for federal student aid (FAFSA) or Texas application for state financial aid (TASFA).

SB 1888 eliminates the Early High School Graduation Scholarship Program.

EIE(LLEGAL)

ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

HB 4545 eliminates grade advancement provisions for students in grades 5 and 8.

SB 1697 creates parental options to retain students in prekindergarten through grade 8 or retake a high school credit course, even if the student has met the promotion standards or passed the course. In addi-

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tion, a parent may enroll a student in prekindergarten or kindergarten as specified if the student was eligible the previous year. The bill includes a process to be followed if the district disagrees with the request. However, if the parent participates in that process, the parent may make the final decision whether the student will be retained. The retention provisions for grades 4–8 and for high school courses expire September 1, 2022.

EIE(LOCAL)

ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

Outdated provisions on grade advancement testing have been removed as a result of HB 4545, including provisions on assignment of retained students, which were based on Administrative Code provisions addressing grade advancement requirements. The statement about eliminating the practice of retaining students is recommended for deletion, as it is only needed if a district operates an optional extended year program (OEYP) under Education Code 29.082.

Accelerated instruction is now addressed at EHBC.

Please review your policy and contact your policy consultant if the district's grade level promotion standards need revision. The article "Level-Up? Promotion to the Next Grade Depends on Board Policy" (available in the TASB Member Center at <https://www.tasb.org/members/enhance-district/local-promotion-standards/>) provides additional information on grade level promotion standards.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: Because the district's standards for promotion for grades 6–7 and grade 8 are identical, we recommend listing them in a single section.

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

SB 369 adds details regarding how a school counselor reports compliance with the requirement for a student to complete a free application for federal student aid (FAFSA) or Texas application for state financial aid (TASFA).

The statutory expiration date for individual graduation committees was repealed by HB 1603.

Provisions on the Texas First Early High School Completion Program are from SB 1888.

Revised Administrative Code rules clarify that the requirement to demonstrate proficiency in specific communication skills for graduation may be satisfied beginning in grade 8.

EK(LEGAL)

TESTING PROGRAMS

We have removed TEA obligations regarding reimbursement procedures for college preparation assessments.

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

The statutory term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).

SB 1267 permits the district employee who oversees test administration to require other district employees who administer assessments to repeat test administration training.

References to the Texas Success Initiative Assessment, Version 2.0 (TSIA2) have been added as a result of revised Administrative Code rules.

Revisions regarding accelerated instruction are based on HB 4545.

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EKBA(LLEGAL) STATE ASSESSMENT: ENGLISH LEARNERS/EMERGENT BILINGUAL STUDENTS

The statutory term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).

EL(LLEGAL) CAMPUS OR PROGRAM CHARTERS

HB 3607 revises funding provisions applicable when a district contracts with an open-enrollment charter school to jointly operate a campus.

SBs 1365 and 1697 revise the list of laws applicable to charter campuses or programs.

EMB(LLEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES

HB 3979 adds numerous restrictions for a social studies course in the required curriculum.

EMI(LLEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: STUDY OF RELIGION

HB 2681 permits a district to offer an elective course on the Bible beginning in grade 6, rather than grade 9.

FD(LLEGAL) ADMISSIONS

A statement has been added for new provisions from HB 4545 regarding enrollment in prekindergarten and kindergarten under certain circumstances. A cross-reference has also been added to EIE(LLEGAL).

SB 746 requires a parent to provide to the district in writing the parent's contact information.

In accordance with SB 1615, a student enrolled in an adult high school charter school program is entitled to the benefits of the available school fund if the student is under 50 years of age.

FDA(LLEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

SB 481 allows a student to transfer to another district if the student's current district will offer only virtual instruction for more than one grading period during the school year.

A cross-reference to CNA has been added for provisions on operating a transportation system outside the district to transport interdistrict transfer students.

FDAA(LLEGAL) INTERDISTRICT TRANSFERS: PUBLIC EDUCATION GRANTS

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

FDB(LLEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

FDE(LLEGAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

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FDE(LOCAL)

ADMISSIONS: SCHOOL SAFETY TRANSFERS

Recommended revisions are to reflect a change from HB 375, which amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

FEA(LEGAL)

ATTENDANCE: COMPULSORY ATTENDANCE

HB 699 requires a school district to excuse a student's absence resulting from a serious or life-threatening illness or related treatment that makes the student's attendance infeasible, if proper documentation is provided.

SB 289 creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license.

HB 3165 provides an affirmative defense to truant conduct if absences were due to a child's voluntary absence from home because of abuse.

FEA(LOCAL)

ATTENDANCE: COMPULSORY ATTENDANCE

We have added text to address SB 289, which creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license. **Contact the district's policy consultant if your district will not permit these excused absences.** The [Regulations Resource Manual](#) includes at FEA a sample form for students to verify an absence to visit a driver's license office and, at FEB, a chart listing acceptable documentation for absences, including for learner permits and driver's licenses.

Various references about providing verification of the absences addressed in the policy have been consolidated into a single statement.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

FEC(LEGAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

HB 699 prohibits a district from considering excused absences resulting from a serious or life-threatening illness or related treatment in determining whether a student has satisfied attendance requirements for a final grade or credit.

FEC(LOCAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

Numerous revisions are recommended to this local policy on attendance for credit.

- As reflected in the revision at Absences Considered, in calculating whether a student has met the 90 percent attendance requirement, HB 699 creates an exception for absences resulting from a serious or life-threatening illness or related treatment. The [Regulations Resource Manual](#) includes sample letters to notify parents of student absences, which have been updated to reflect this exception.
- Administrative details on documentation of student illnesses have been included in the *Model Student Handbook* and are recommended for deletion.
- Provisions on the attendance committee's consideration of the best interest of the student, extenuating circumstances, and conditions for awarding credit or a final grade have been revised and reordered to emphasize a student's mastery of the essential knowledge and skills and maintaining a passing grade rather than assigning a student to attend programs for an amount of time equivalent to the student's absences.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

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FED(LEGAL)

ATTENDANCE: ATTENDANCE ENFORCEMENT

HB 699 prohibits a district from referring a student to truancy court and requires a district to provide counseling to a student who is absent due to a severe or life-threatening illness or related treatment.

The sample Truancy Prevention Measures Checklist in the [Regulations Resource Manual](#) has been updated to reflect this change.

FFAC(LEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

SB 1267 requires that training on unassigned epinephrine auto-injectors be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

SB 6 addresses immunity of certain medical professionals for injury or death caused by care, treatment, or failure to provide care or treatment relating to a pandemic disease.

FFB(LEGAL)

STUDENT WELFARE: CRISIS INTERVENTION

HB 3597 provides flexibility regarding the requirement for a district's threat assessment team to include a variety of members with extensive expertise and now requires the superintendent to ensure, *to the greatest extent practicable*, that the members have the required expertise.

FFBA(LEGAL)

CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 requires that training on trauma-informed care be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

The bill also repeals the requirement to report on training compliance to TEA.

FFEB(LEGAL)

COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

As required by SB 279, student identification cards must include the contact information for the National Suicide Prevention Lifeline and the Crisis Text Line and may include a local suicide prevention hotline, if available.

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

HB 3379 changes the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable* cause to believe."

In addition, we have reordered provisions to better align with the structure of FFG(LOCAL) and have added an existing definition for completeness.

FFG(LOCAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Recommended revisions to this local policy incorporate HB 3379 changes to the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable* cause to believe."

A reference to the definition of a person responsible for the care, custody, or welfare of a child has been added for clarification.

We have also clarified that training will be as required by law and district policy in anticipation of the new district professional development policy that must be in place by August 2022. See DMA above for more information.

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FFH(LLEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Dating violence training is now only required on campuses that instruct students in grade six or higher in accordance with SB 1267.

An adjustment to the Note on Title IX explains that the Office for Civil Rights (OCR) has issued a formal interpretation that discrimination on the basis of sex under Title IX includes discrimination on the basis of sexual orientation and gender identity.

FFI(LLEGAL)

STUDENT WELFARE: FREEDOM FROM BULLYING

In accordance with SB 2050, district bullying policies must address prevention and mediation of bullying incidents and comply with minimum standards adopted by TEA. Policy Service will recommend local policy revisions following publication of the TEA minimum standards.

FL(LLEGAL)

STUDENT RECORDS

Changes in federal law prompted revisions regarding access to student information by military recruiters, who may have access to a student's district-provided email address unless a parent has advised the district not to release this information.

FL(LOCAL)

STUDENT RECORDS

At Types of Education Records, we have replaced an outdated reference to the "grade placement committee" with a reference to the "accelerated learning committee" in accordance with HB 4545.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

FM(LLEGAL)

STUDENT ACTIVITIES

The requirement for the UIL to provide training to extracurricular students in recognizing the symptoms of catastrophic injuries and the risks of using dietary supplements has been removed by SB 1267.

HB 1080 provides that a district may not exclude a student from participating in a UIL activity solely because the student receives outpatient mental health services from a mental health facility or is absent for this purpose.

A district may permit homeschool students to represent the school in UIL activities as provided by HB 547. **If your district will permit homeschool students to participate in UIL activities and you currently have a provision in FD(LOCAL) prohibiting nonenrolled students from participating in curricular or extracurricular activities, please contact your policy consultant for an adjustment to that policy.**

HB 2721 prohibits a student from participating in any future extracurricular activity sponsored by the district or the UIL if the UIL determines that the student caused bodily injury to an extracurricular official in retaliation for the official's performance of duties.

Other provisions have been reordered for better flow.

FNCD(LLEGAL)

STUDENT CONDUCT: TOBACCO USE AND POSSESSION

SB 248 amends the definition of "e-cigarette" to include the liquid solution or other material used in the device.

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FNCG(LLEGAL) STUDENT CONDUCT: WEAPONS

HB 1927 prompted revisions regarding the Penal Code offense of unlawful carrying of weapons and a reference to the appropriate legal source for handgun offenses.

HB 957 removes firearm silencer from the list of prohibited weapons in Texas Penal Code 46.05.

FNG(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

SB 348 clarifies that a parent is entitled to review teaching and instructional materials while a child is participating in virtual or remote learning and to observe virtual instruction.

FOC(LLEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

FOD(LLEGAL) STUDENT DISCIPLINE: EXPULSION

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

FOF(LLEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

When a district takes disciplinary action that constitutes a change of placement for a student who receives special education services, HB 785 requires the district to take certain actions relating to functional behavior assessments and behavioral intervention plans.

GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

The name of an employee accused of an improper relationship between an educator and student is confidential until the employee is indicted for the offense, except as specified by HB 246. The [Regulations Resource Manual](#) includes sample procedures to address release of this information by a campus.

Provisions on the release of personal information have been revised for:

- Board members (HB 1082); and
- Current or honorably retired peace officers and commissioned security officers (SB 841).

Confidentiality of crime victim information has been revised based on HB 2357.

The sample election of confidentiality forms in the [Regulations Resource Manual](#) have been updated to reflect these changes.

GBAA(LLEGAL) INFORMATION ACCESS: REQUESTS FOR INFORMATION

Changes to this policy on requests for information are from SB 1225.

- If a district's physical offices are closed, but staff is working remotely, the district must make a good faith effort to continue responding to Public Information Act (PIA) requests for information.
- Provisions on temporary suspension of the PIA due to a catastrophe apply only when a district is *significantly* impacted and limit extensions of a suspension to only once per catastrophe.

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GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

HB 1927 revises the Penal Code's list of places where the possession of weapons is prohibited. Changes in federal law prompted revisions regarding the use of unmanned aircraft systems.

GKD(LLEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

HB 525 protects religious organizations from closure by a governmental entity during a disaster. HB 1239 amends the Texas Religious Freedom Restoration Act to prohibit a government agency or public official from ordering the closure of a place of worship and clarifies that the Act cannot be suspended by the governor during a disaster.

GKE(LLEGAL) COMMUNITY RELATIONS: BUSINESS, CIVIC, AND YOUTH GROUPS

Districts may not regulate learning pods in accordance with SB 1955.

GNB(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: REGIONAL EDUCATION SERVICE CENTERS

Changes to the provisions on core services provided by education service centers reflect that the gifted and talented allotment was reinstated by HB 1525.

GNC(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

Provisions requiring certain districts to develop a plan to increase enrollment in higher education were deleted by SB 1677.

GRB(LLEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES: INTERLOCAL COOPERATION CONTRACTS

Provisions on entering into intergovernmental support agreements with a branch of the armed forces have been added as a result of SB 780.



(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.

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**Fiduciary
Responsibility**

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student activity funds in accordance with state law and local policy, District-~~approved~~ accounting practices and procedures, and the [Texas Education Agency \(TEA\) Financial Accountability System Resource Guide](#).

**Student Activity
Funds**

The Superintendent ~~or designee~~ shall ensure that student activity accounts are maintained to manage all class funds, ~~organization funds~~, and ~~any~~ other funds raised and collected by [student clubs or organizations from students](#) for a school-related purpose. The principal or designee shall issue receipts for all funds prior to their deposit into the appropriate District account at the District depository.

Student activity funds shall be included in the annual audit of the District's fiscal accounts. [See CFC]

Use and
Expenditure

Funds collected by student groups shall be used only for purposes authorized by the [student club or organization](#). ~~or upon approval of the sponsor~~. The principal ~~and sponsor or designee~~ shall [manage and](#) approve all disbursements. All funds raised by student organizations must be expended for the benefit of the students.

**District and Campus
Activity Funds**

The Superintendent shall [ensure District accounting practices and procedures address](#) ~~establish regulations governing~~ the expenditure of District and campus activity funds generated from vending machines, rentals, gate receipts, concessions, and other local sources of revenue over which the District has direct control. Funds generated from such sources shall be expended for the benefit of the District or its students and shall be related to the District's educational purpose.

Approval

Approval from the immediate supervisor or designee shall be obtained prior to a disbursement being made to any employee, including the principal.

Carryover Funds

All funds shall be left in the appropriate account and each sponsoring group shall retain the carryover funds for the next fiscal year. If [a club or an](#) organization ceases to function or exist, the unexpended funds ~~of the organization~~ shall be credited to the appropriate administrative activity account.

Plan The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters ~~and as required by law report to TEA breaches of system security.~~

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be ~~used in the District; annually completed by each employee and Board member; and~~ used in the District; annually completed by each employee and Board member; and
2. Verify and report compliance with ~~staff~~ training requirements in accordance with guidance from the Department of Information Resources; and
- ~~2.3.~~ Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Security Breach Notifications Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The ~~District~~ District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information ~~as required by TEA and parents in accordance with~~ law.

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

**General
Requirements**

All resignations shall be submitted in writing to the Superintendent or ~~other person designated by Board action in accordance with this policy~~ ~~designee~~. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

At-Will Employees

The Superintendent ~~or designee~~ shall be authorized to accept the resignation of an at-will employee at any time. ~~The Superintendent may delegate to other administrators the authority to accept a resignation of an at-will employee.~~

Contract Employees

The Superintendent or ~~other person designated by Board action~~ ~~designee~~ shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. ~~If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action.~~ The resignation requires no further action by the District and is accepted upon receipt ~~by the Superintendent or other person designated by Board action.~~

The Superintendent or other person designated by Board action shall be authorized to accept a contract employee's resignation submitted or effective at any other time. ~~If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action.~~ ~~The Superintendent or other person designated by Board action~~ ~~The Superintendent or other Board designee~~ shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

**Withdrawal of
Resignation**

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

In addition to the minimal certification requirement, ~~athe~~ principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage ~~budgets~~~~budget~~ and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
6. Prior experience in instructional leadership roles; and
1. Other qualifications deemed necessary by the Board ~~and included in the job description.~~

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

7. If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision. -

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

~~Each student~~ ~~Students at all grade levels~~ who ~~has~~~~have~~ been identified as being at risk of dropping out of school, who ~~is~~~~are~~ not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment, shall be provided accelerated and/or compensatory educational services.

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily ~~based~~ on a state-mandated ~~needs~~ assessment. ~~The principal shall ensure that each identified student is receiving services.~~

Accelerated Learning Committee

When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.

A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG. ~~The services provided each student shall be consistent with the goals and strategies established in the District and campus improvement plans and shall be reviewed for effectiveness at the close of each grading period. Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals.~~

~~Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.~~

~~{See EIE}~~

Curriculum Mastery	Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC]- The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.
Students Receiving Special Education Services	Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]
Standards for Mastery	In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows: <ol style="list-style-type: none">1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.
Grades 1–3	In grades 1–3, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in English language arts/reading, and mathematics, and either science or social studies.
Grades 4–5	In grades 4–5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in English language arts/reading, mathematics, science, and social studies.
Grades 6– 87	In grades 6–7, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in English language arts, mathematics, science, and social studies.
Grade 8	In grade 8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level,

	grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in English language arts, mathematics, science, and social studies.
Grades 9–12	Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]
Accelerated Instruction	If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of Grade Advancement Testing, below.
Grade Advancement Testing	Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.
Definition of "Parent"	For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]
No Alternate Assessment Instrument	The District shall use only the statewide assessment instrument for the third testing opportunity.
Standards for Promotion Upon Appeal	If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law. The student shall not be promoted unless: 1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and

~~2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.~~

~~Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.~~

~~Transfer Students~~

~~When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.~~

~~If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.~~

~~Assignment of Retained Students~~

~~A student not promoted to the next grade level shall remain at the same campus or shall be assigned to a similar campus setting.~~

~~Reducing Student Retention~~

~~The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]~~

Safe Schools Data

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

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

School Safety Transfers

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

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

From a Persistently Dangerous School

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

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

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

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

For a Victim of a
Violent Criminal
Offense

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

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

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

**Additional Transfer
Options**

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

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

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. [A student shall be required to submit verification of these absences in accordance with administrative regulations.](#)

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. ~~A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. ~~A student shall be required to submit verification of such activities in accordance with administrative regulations.~~

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. ~~A student shall be required to submit verification of service in accordance with administrative regulations.~~

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

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

Consideration of All Absences Considered

Except as otherwise provided by law, all absences incurred while enrolled in the District ~~All absences~~ shall be considered in determining whether a student has attended the required percentage of days under this policy.

Attendance Committees

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent ~~or designee~~ shall make the specific appointments in accordance with legal requirements.

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

Methods for Regaining Credit or Awarding a Final Grade

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 15 days after the last day of classes.

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

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

Personal Illness

~~The~~ When a student's absence for personal illness exceeds three consecutive days, the principal or attendance committee may require verification that the student present a statement from a physician or health-care provider in accordance with administrative regulations clinic verifying the illness or condition that caused the student's extended absence from school as a condition of classifying ~~an~~ the absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding ~~if~~ a student's ~~student has established a questionable pattern of~~ absences and how, the student can be awarded credit, ~~principal~~ or a final grade, the attendance committee shall attempt to ensure ~~may require~~ that its decision is in the best interest of the ~~a~~ student. The Superintendent shall develop administrative regulations to document the attendance committee's decision ~~present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.~~

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject. ~~adhere to the following guidelines to determine attendance for award of credit or a final grade:~~

When Days of Attendance

1. ~~If~~ makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences ~~as that are allowed under compulsory attendance requirements shall be considered~~ days of attendance for award of credit or a final grade. [See FEA] ~~(LEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS.]~~

Transfers / Migrant Students

2. ~~A transfer or migrant student incurs absences only after his or her enrollment in the District.~~

Documentation

3. ~~The attendance committee shall consider the acceptability and authenticity of documented reasons for the student's absences.~~

Consideration of Control

4. ~~The~~ committee shall consider whether the reasons for the absences were ~~for reasons~~ out of the student's or parent's or student's control and.

Student's Academic Record

5.2. The committee shall consider whether ~~documentation for~~ not the absence is acceptable ~~student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.~~

~~Information from
Student or Parent~~

~~6.3.~~ The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

~~Best Interest
Standard~~

~~In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.~~

**Imposing Conditions
for Awarding Credit
or a Final Grade**

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

1. Maintaining attendance standards for the rest of the semester.
1. Completing additional assignments, as specified by the committee or teacher.
2. Attending tutorial sessions as scheduled, ~~which may include Saturday classes or before and after school programs.~~
2. Completing other instructional programs, as specified by the committee.
- ~~3. Maintaining the attendance standards for the rest of the semester.~~
- ~~4.3.~~ Taking an examination to earn credit. [See EHDB]
- ~~5. Attending a flexible school day program.~~
- ~~6. Attending summer school.~~

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

Appeal Process

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

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has **reasonable** cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. **As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers.** [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus princi-

pal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The director of campus and student services is custodian of all records for currently enrolled students. The director of campus and student services is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by [an accelerated learning](#)~~a-grade placement~~ committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or

reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or

5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the time line provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the District special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into three separate categories:

1. Items for use only for school-sponsored purposes;

STUDENT RECORDS

FL
(LOCAL)

2. Items for use only for law enforcement purposes; and
3. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes—all District publications and announcements—directory information shall include student name; photograph; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent school previously attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

Law Enforcement
Purposes

Upon request from a law enforcement entity for information necessary to further an investigation by the requesting entity, such as the Waxahachie Police Department, Ellis County Sheriff's Office, Ellis County and District Attorney's Office, Texas Department of Public Safety, or Federal Bureau of Investigations, the District shall provide student directory information consisting of the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, dates of attendance, grade level, and enrollment. However, this information shall be released only if the parent or eligible student has provided consent to the release after having been afforded notice of the right to refuse to permit the District to release such information.

All Other Purposes

The District shall not release student directory information to outside requesters unless required by law or in response to a parent's written request.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Informational Report for Solution Tree and PLC**



Background:

Informational report for Solution Tree and Professional Learning Communities at Work. Waxahachie ISD Teachers and Staff will participate in professional learning communities at work through collaboration with Solution Tree. Professional learning communities (PLCs) are schools that empower educators to work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. This process will involve all teaching staff, campus administrators, counselors, and instructional coaches. No action is required by the board.



Solution Tree

**Professional Learning
Communities at Work**

““A Professional Learning Community is not simply a meeting:
It is an ongoing process in which educators work
collaboratively in recursive cycles of collective inquiry
and action research in order to achieve better results
[academic results] for the students they serve.

-Dufour & Reeves, Education Teacher Week (2015)



The 'Three Big Ideas' of PLC's

- Ensuring that all students learn
- A culture of collaboration
- A focus on results

Schools with highly effective PLCs emulate the 'Three Big Ideas'

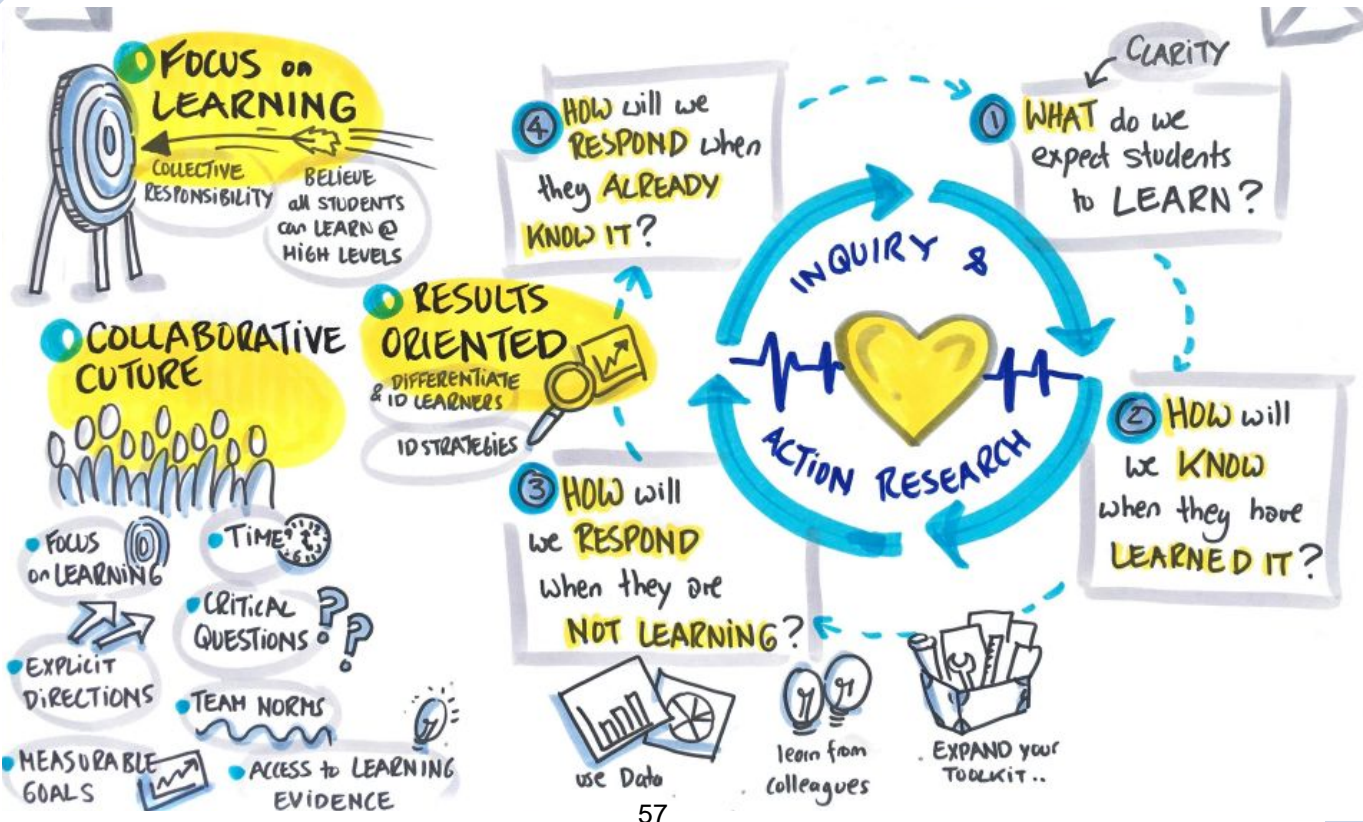




The 'Four Critical Questions' of PLC's

- What do we want our students to know and be able to do?
- How will we know if each student has learned it?
- How will we respond when some students do not learn it?
- How will we extend the learning when they already know it?

Every professional in the school must engage with their colleagues to determine the answers to these crucial questions.



Learning for all

It is the school mission

It is a statement of fact

It is the staff's internal belief





Creating a Culture of Collaboration

Educators, creating PLCs recognize that to ensure learning for all, they must create structures that promote a collaborative culture.

Despite extensive research that indicates that working collaboratively is successful and best practice, many schools and teachers still work in **isolation**.



Solution Tree helps leaders:

Create

a guiding coalition and introduce the PLC at Work process to all of your stakeholders.

Develop

a shared mission, vision, collective commitments (values), and goals

Build

a sustainable infrastructure and communication process

Draft

a districtwide blueprint for achieving your learning outcomes

Analyze

your progress on district SMART goal attainment, alignment of resources, and evidence of a focus on results



Solution Tree helps teachers:

Build

a collaborative culture that is committed to collective inquiry, action research, and continuous improvement

Lead

all students to high levels of achievement by working in teams, not in isolation

Develop

a shared understanding of assessments, implement common formative assessments, analyze evidence of student learning, and use that evidence to learn from one another and respond to the individual needs of students

Build

a systematic process to provide additional time and support for students who are experiencing difficulty and to ensure every student has a clear path to deeper learning



ROADMAP

Campus Leadership and
Central Office Staff are
trained

1

Campus Leadership
receives ongoing coaching

3

Campus implementation
and action research
continue

5

Campus Staff are trained

2

Campus Staff receive
ongoing training

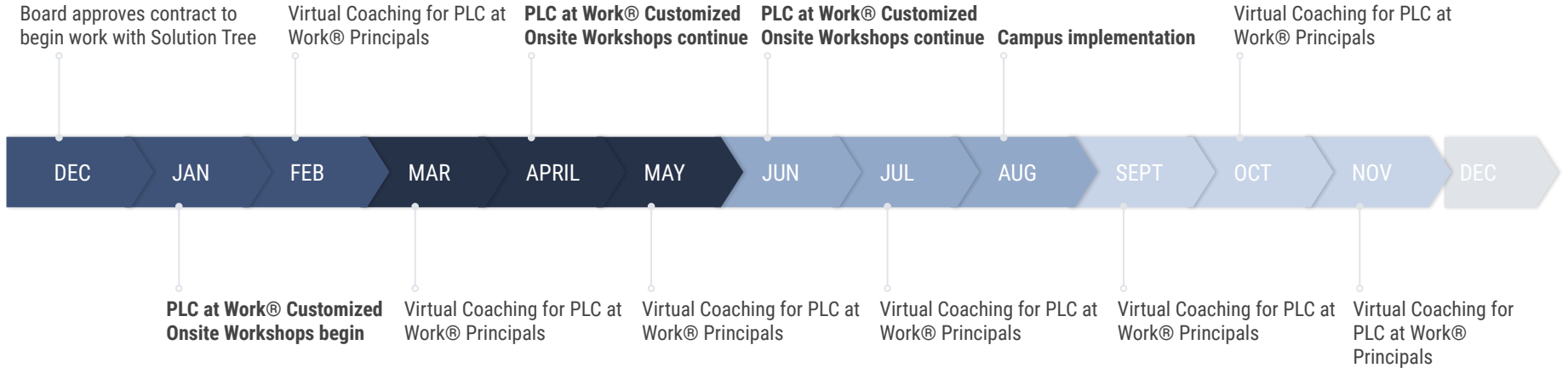
4

Campus staff collaboration
and increases in student
achievement are the
outcomes

6



IMPLEMENTATION TIMELINE





A PICTURE IS WORTH A THOUSAND WORDS

“The rise or fall of the professional learning community concept depends not on the merits of the concept itself, but on the most important element in the improvement of any school...the commitment and persistence of of the educators with it.” - DuFour (July 2008)





Thank you!

Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Annual Financial Audit Report**

Action

Background:

Kirk Evans, CPA will be here to present the annual financial audit report for the fiscal year ended August 31, 2021.

Approval of the audit report will be sought later in the meeting.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Minutes of November Meetings**



Background:

The following minutes are included for the Board:

- November 3, 2021
- November 15, 2021
- November 30, 2021

Recommendation:

The minutes listed above be approved as presented.

Minutes November 3, 2021
Board of Trustees Workshop Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met November 3, 2021, in the WISD Curriculum PD#1 room. President Dusty Autrey called the meeting to order at 5:00 P.M. All trustees with the exception of Clay Schoolfield were present. Trustee Schoolfield arrived for the meeting at 5:15pm. WISD Superintendent Dr. Jerry Hollingsworth, Deputy Superintendent Lee Auvenshine and Chief Financial Officer Ryan Kahlden, were also present.

No one spoke in Open Forum.

The Board entered closed session at 6:02 P.M. The Board reconvened to Open Session at 7:58 P.M.

Trustee Kim Kriegel made a motion to adjourn. Trustee Melissa Starnater seconded and the motion passed 7-0. The meeting adjourned at 7:58 P.M.

Dusty Autrey, President

Melissa Starnater, Secretary

Date

Minutes November 15, 2021
Board of Trustees Regular Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met November 15, 2021, in the school district boardroom. Vice President Clay Schoolfield called the meeting to order at 5:00 P.M. All trustees, with the exception of Board President Dusty Autrey, were present. WISD Superintendent Dr. Jerry Hollingsworth, Deputy Superintendent Lee Auvenshine, Assistant Superintendent Ryan Kahlden, Assistant Superintendent Dr. David Averett, Assistant Superintendent Lisa Mott, Chief Human Resources Officer Monica James, Executive Director Dustin Binnicker, and Public Relations Director Jenny Bridges, as well as other administrators, were also present.

The Board entered closed session at 5:01 P.M. The Board reconvened to Open Session at 5:37 P.M.

Board of Trustee, Judd McCutchen gave the invocation. Wedgeworth 5th grade students Adal Pinal, Isabella and Jaclyn Day led the pledge to the American and Texas flags.

Trustee Clay Schoolfield then called for the Public Hearing at 5:41 P.M. presentation by Ryan Kahlden regarding the Public's First (Financial Integrity Rating System of Texas) rating. No one in the public commented on the presentation of the FIRST rating. Clay then closed the Pubic Hearing at 5:51 P.M.

Dr. Hollingsworth then presented his Superintendent's report including the monthly WISD Enrollment Report, the Superintendent's Entry Plan, and lastly an update on WISD's Visioning Process,

Recognitions:

- Wedgeworth's principal Tim Day recognized the Wedgeworth Librarian, Kelsey Gourd for her outstanding work in the library and with the Wedgeworth students.
- Mr. Day then highlighted his campus recognizing the weekly celebrations including positive office referrals, the way the school celebrates Hispanic Heritage Month, staff participation in their Professional Learning Community and their newly renovated library.
- Global principal Ken Lynch honored Mrs. Morgan Burnett, the Dean of Global's Health Science Department for her devotion to the school and her students.
- Mr. Lynch then highlighted his school and the work they are doing along with a video to recruit WISD's 8th grade students to attend Waxahachie Global High School.
- WISD's Curriculum and Instruction Executive Director, Dustin Binnicker, recognized Dawn Hilburn, for her outstanding work in their department as the Director of Assessment and Accountability. He presented her the award of "It's All in the Details".
- Lt. Josh Oliver recognized the The City of Waxahachie's street department for their help with different events that WISD needs assistance with. He acknowledged Keith Vaughn and Chelsey Gordon specifically for their assistance with the WISD Homecoming Parade.

No one spoke in Open Forum.

Presentation Reports:

- Mrs. Mott gave an informational report on the newly renovated Wedgeworth and Shackelford libraries. The Principals and Librarians from each elementary school spoke on the appreciation of the learning capabilities in the new libraries.
- Ashley Cieri and Debbie Needham gave an informational report on Instructional Technology in the Classroom.

Trustee Judd McCutchen made a motion to approve Consent Agenda Items A-H. Trustee John Rodgers seconded, and the motion passed 6-0. Those items were:

- A. Consideration and approval of Minutes from previous meetings.
- B. Consideration to approve Monthly Financial Reports that include cash position, revenue reports, budget summary, tax collection report, bid report, purchase order requiring board approval, and proposed budget amendments.
 - a. Financial Reports
 - b. Budget Amendments/Transfers/Purchase Order Approval.
- C. Informational report regarding student attendance, student discipline, and student drug offenses for the month of October 2021.
- D. Informational report on the maintenance department's work orders from the month of October 2021.
- E. Informational report regarding employment, retirements, resignations, position changes, and other personnel matters.
- F. Accept Coleman JH roof replacement project as complete and authorize final payment to Honey's Roofing, LLC.
- G. Consideration of possible action to approve Interlocal agreement with Ellis County Road & Bridge Precinct #4 for rehabilitation of asphalt surfaces.
- H. Consideration and action to approve a resolution to authorize the Board President to execute all necessary documents to sell an unimproved tract of land consisting of approximately 4.245 acres, located on the southwestern side of West U.S. 287 Business near Waxahachie High School to Ellis County as authorized by Section 272.001(b)(5) of the Local Government Code. This action amends a previous resolution to sell and partially donate the same unimproved real property on July 12, 2021.

ACTION ITEMS:

- Trustee John Rodgers made a motion to approve Item A, Consideration of possible action to cast votes for candidates to serve on the Ellis County Appraisal District Board of Directors. The Board voted to give Richard Keeler 834 votes and Ryan Pitts 45 votes. Trustee Melissa Starnater seconded and the motion carried 6-0.
- Trustee Kim Kriegel made motion to approve Item B, Consideration of possible action to approve quotes from Honey's Roofing to repair and replace roofs at Support Services hanger and the former Credit Union building for an amount not to exceed \$160,000. Trustee John Rodgers seconded and the motion passed 6-0.

- Trustee Judd McCutchen made a motion to approve Item C, Consideration of possible action to approve a contract with Way Mechanical Service to replace two 25 ton geo-thermal systems at Howard JH with two 25 ton split systems at a price not to exceed \$168,000. Trustee Melissa Starnater seconded and the motion carried 6-0.

Trustee Kim Kriegel made a motion to adjourn. Trustee Debbie Timmermann seconded and the motion passed 6-0. The meeting adjourned at 6:43 P.M.

Dusty Autrey, President

Melissa Starnater, Secretary

Date

Minutes November 30, 2021
Board of Trustees Special Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met November 30, 2021, in the WISD Board room. President Dusty Autrey called the meeting to order at 9:00 A.M. All trustees with the exception of John Rodgers and Judd McCutchen were present. WISD Superintendent Dr. Jerry Hollingsworth, Deputy Superintendent Lee Auvenshine, Assistant Superintendent Ryan Kahlden, Assistant Superintendent Dr. David Averett, Assistant Superintendent Lisa Mott, Chief Human Resources Officer Monica James, and Executive Director Dustin Binnicker, as well as other administrators, were also present.

No one spoke in Open Forum.

Trustee Debbie Timmermann made the motion to approve a contract with Solution Tree for a professional learning community solution for an amount not to exceed \$335,000.

Trustee Kim Kriegel seconded the motion and the motion carried 5-0.

Trustee Clay Schoolfield made a motion to adjourn. Trustee Melissa Starnater seconded and the motion passed 5-0. The meeting adjourned at 9:03 A.M.

Dusty Autrey, President

Melissa Starnater, Secretary

Date

Waxahachie ISD
BOARD OF TRUSTEES

Date: December 13, 2021

Subject: Budget and Finance

Presented by: Ryan Kahlden

Background:

General Operating Cash Position Report, Cash Projection Reports, followed by report showing cash position for multiple funds including G/O, I&S, Capital Projects and Enterprise Funds. Investment Reports for all funds included. Revenue and Expense reports shown by summary and by function and object.

Presented for Board consideration and approval are purchase orders over \$50,000, Bid Report and Budget Transfers/Revisions.

Recommendation:

Review and approve the monthly Financial Reports as presented.

Review and approve PO over \$50,000 and Bid Report and Budget Transfers/Revisions as recommended.

**GENERAL OPERATING
CASH POSITION
AS OF OCTOBER 2021**

Actual Invested Funds:	\$23,490,073.74
Actual Cash Balance:	<u>\$ 964,914.77</u>

Total Cash Balance (Oct. 2021): **\$24,454,988.51**

Estimated Nov. 21 Tax Revenue:	\$ 2,950,400.00
Estimated Nov. 21 State/Other Revenue:	\$ 4,654,200.00
Estimated Nov. 21 Payroll Expenses:	\$ -8,160,540.00
Estimated Nov. 21 A/P Expenses:	<u>\$ -1,457,860.00</u>

Projected Cash Balance end (Nov. 21): **\$22,441,188.51**

There are no anticipated cash flow problems for the District.

GENERAL OPERATING REVENUE AND EXPENSE PROJECTIONS 2021-22
(updated with monthly actuals)

Projected 2021-22 Cashflow	September	October	November	December	January	February	March	April	May	June	July	August	TOTALS
Beginning Balance	\$ 23,635,645	\$ 25,221,198	\$ 24,454,988	\$ 22,441,188	\$ 37,221,378	\$ 46,040,868	\$ 48,913,018	\$ 43,208,028	\$ 38,938,328	\$ 33,316,508	\$ 29,269,583	\$ 26,048,548	
Local Tax Revenue	\$ 42,479	\$ 94,464	\$ 2,950,400	\$ 22,475,800	\$ 15,900,500	\$ 10,750,300	\$ 1,235,400	\$ 575,350	\$ 275,380	\$ 145,675	\$ 175,840	\$ 95,640	\$ 54,717,328
State/Other Revenue	\$ 11,728,366	\$ 7,643,419	\$ 4,654,200	\$ 975,850	\$ 1,590,540	\$ 1,095,300	\$ 1,975,840	\$ 3,759,450	\$ 3,275,400	\$ 4,650,800	\$ 6,490,400	\$ 7,350,900	\$ 55,190,464
Payroll Expenses	\$ (7,028,493)	\$ (6,993,174)	\$ (8,160,540)	\$ (7,495,600)	\$ (7,175,900)	\$ (7,075,800)	\$ (7,130,540)	\$ (7,125,600)	\$ (7,596,800)	\$ (7,145,600)	\$ (7,086,800)	\$ (7,089,400)	\$ (87,114,247)
Accounts Payable	\$ (3,156,798)	\$ (1,510,919)	\$ (1,457,860)	\$ (1,175,860)	\$ (1,495,750)	\$ (1,897,650)	\$ (1,785,690)	\$ (1,478,900)	\$ (1,575,800)	\$ (1,697,800)	\$ (2,790,475)	\$ (2,650,490)	\$ (22,673,992)
Ending Balance	\$ 25,221,198	\$ 24,454,988	\$ 22,441,188	\$ 37,221,378	\$ 46,040,868	\$ 48,913,018	\$ 43,208,028	\$ 38,938,328	\$ 33,316,508	\$ 29,269,583	\$ 26,048,548	\$ 23,755,198	\$ (109,788,239)

GENERAL OPERATING REVENUE AND EXPENSE PROJECTIONS 2021-22
(original projections)

Projected 2021-22 Cashflow

	September	October	November	December	January	February	March	April	May	June	July	August	TOTALS
Beginning Balance	\$ 23,635,645	\$ 25,221,198	\$ 24,565,819	\$ 22,552,019	\$ 37,332,209	\$ 46,151,699	\$ 49,023,849	\$ 43,318,859	\$ 39,049,159	\$ 33,427,339	\$ 29,380,414	\$ 26,159,379	
Local Tax Revenue	\$ 42,479	\$ 145,350	\$ 2,950,400	\$ 22,475,800	\$ 15,900,600	\$ 10,750,300	\$ 1,235,400	\$ 575,350	\$ 275,380	\$ 145,675	\$ 175,840	\$ 95,640	\$ 54,768,214
State/Other Revenue	\$ 11,728,366	\$ 8,125,400	\$ 4,654,200	\$ 975,850	\$ 1,590,540	\$ 1,095,300	\$ 1,975,840	\$ 3,759,450	\$ 3,275,400	\$ 4,650,800	\$ 6,490,400	\$ 7,350,900	\$ 55,872,446
Payroll Expenses	\$ (7,028,493)	\$ (7,130,250)	\$ (8,160,540)	\$ (7,495,600)	\$ (7,175,900)	\$ (7,075,800)	\$ (7,130,540)	\$ (7,125,600)	\$ (7,596,800)	\$ (7,145,600)	\$ (7,096,800)	\$ (7,089,400)	\$ (87,251,323)
Accounts Payable	\$ (3,156,788)	\$ (1,795,879)	\$ (1,457,860)	\$ (1,175,860)	\$ (1,495,750)	\$ (1,897,650)	\$ (1,785,690)	\$ (1,478,900)	\$ (1,575,800)	\$ (1,697,900)	\$ (2,790,475)	\$ (2,650,490)	\$ (22,958,952)
Ending Balance	\$ 25,221,198	\$ 24,565,819	\$ 22,552,019	\$ 37,332,209	\$ 46,151,699	\$ 49,023,849	\$ 43,318,859	\$ 39,049,159	\$ 33,427,339	\$ 29,380,414	\$ 26,159,379	\$ 23,866,029	\$ (110,210,275)

Projections based on these assumptions:

The beginning balance is based on the adjusted 8/31/21 cash balance of \$922,642.86 plus the actual invested balance of \$22,713,002.95.

Tax revenue is based on total taxes budgeted for 21-22 and divided per month based on 20-21 collections.

Tax revenue includes General Operating only - not I&S, and includes budgeted amount for current, delinquent and penalties.

State/Other revenue based on budgeted revenue for General Operating and Federal/State Special Programs.

These projections do not include Child Nutrition, Lighthouse for Learning, Child Care Center, Student Activity

Qampus Activity, Interest and Sinking or Capital Projects - which all have separate bank accounts.

6

Payroll expenses are based on September's actual payroll expense and certain fluctuations anticipated throughout the 21-22 year -

including substitutes and retiree payoffs.

Accounts payable amounts for September are actual. October through August are projected amounts. These projections only include General Operating and Federal/State Special Programs.

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT
CASH POSITION
FOR THE PERIOD ENDED
OCTOBER 2021

		<u>LOCAL MAIN</u>	<u>I & S</u>	<u>QSCB ESCROW</u>	<u>CAPITAL</u>	<u>ENTERPRISE</u>	<u>TOTAL</u>
Beginning Balances	09/30/21	\$ 1,234,194.12	\$ 425,059.79	\$ -	\$ 163,090.44	\$ 1,449,368.56	\$ 3,271,712.91
Add: Deposits		\$ 8,234,813.01	\$ 12.46	\$ -	\$ 4.77	\$ 607,181.88	\$ 8,842,012.12
Less: Disbursements		\$ (8,504,092.36)	\$ -	\$ -	\$ -	\$ (324,002.86)	\$ (8,828,095.22)
Ending Balances	10/31/21	\$ 964,914.77	\$ 425,072.25	\$ -	\$ 163,095.21	\$ 1,732,547.58	\$ 3,285,629.81
Add: Investments		\$ 23,490,073.74	\$ 1,997,106.73	\$ 1,715,053.30	\$ 158,941.90	\$ 0.00	\$ 27,361,175.67
TOTALS		\$ 24,454,988.51	\$ 2,422,178.98	\$ 1,715,053.30	\$ 322,037.11	\$ 1,732,547.58	\$ 30,646,805.48

PERCENTAGE OF CURRENT YEAR REVENUES
General Operating and Interest & Sinking

	<u>10/31/2021</u>	<u>Percentage</u>
77		
Total Levy (Budgeted)		
2020-21 Tax Collections		
Current	2,620.57	0.00%
Prior Yr. Delinquent	202,748.01	51.98%
Penalties	57,798.33	17.51%
2021-22 Tax Collections		
Current	56,132.33	0.07%
Prior Yr. Delinquent	97,221.14	24.93%
Penalties	37,575.72	11.39%
2020-21 Other Revenue	17,375,697.18	34.59%
2021-22 Other Revenue	18,938,396.93	35.79%
2020-21 Total Revenue	17,638,864.09	14.66%
2021-22 Total Revenue	19,129,326.12	14.76%

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT INVESTMENT PORTFOLIO

DATE	FUND	TYPE	DESCRIPTION	PUR.AMT.	MATURITY	RATE	YIELD	COST	PROJ. INT.	PAR
10/1/2021	G/O	POOL	TASB LONE STAR	\$23,005,598.13	**10/31/21	0.005	0.005	\$23,005,598.13	\$99.65	\$23,005,697.78
10/1/2021	G/O	POOL	TEX-POOL	\$981,405.68	**10/31/21	0.354	0.354	\$981,405.68	\$295.07	\$981,700.75
10/6/2021	G/O	POOL	TASB LONE STAR	\$ 3,521.34	**10/31/21	0.005	0.005	\$ 3,521.34	\$0.01	\$ 3,521.35
10/7/2021	G/O	POOL	TASB LONE STAR	-\$ 255,354.43	withdrawal			-\$ 255,354.43	\$0.00	-\$255,354.43
10/7/2021	G/O	POOL	TASB LONE STAR	-\$ 23,806.00	withdrawal			-\$ 23,806.00	\$0.00	-\$23,806.00
10/7/2021	G/O	POOL	TASB LONE STAR	-\$ 21,899.27	withdrawal			-\$ 21,899.27	\$0.00	-\$21,899.27
10/7/2021	G/O	POOL	TASB LONE STAR	-\$ 45,134.30	withdrawal			-\$ 45,134.30	\$0.00	-\$45,134.30
10/8/2021	G/O	POOL	TASB LONE STAR	\$ 1,069.31	**10/31/21	0.005	0.005	\$ 1,069.31	\$0.00	\$ 1,069.31
10/8/2021	G/O	POOL	TASB LONE STAR	\$ 165.84	**10/31/21	0.005	0.005	\$ 165.84	\$0.00	\$ 165.84
10/12/2021	G/O	POOL	TASB LONE STAR	\$ 2,871.32	**10/31/21	0.005	0.005	\$ 2,871.32	\$0.01	\$ 2,871.33
10/13/2021	G/O	POOL	TASB LONE STAR	\$ 891.41	**10/31/21	0.005	0.005	\$ 891.41	\$0.00	\$ 891.41
10/14/2021	G/O	POOL	TASB LONE STAR	\$ 5,551.65	**10/31/21	0.005	0.005	\$ 5,551.65	\$0.01	\$ 5,551.66
10/14/2021	G/O	POOL	TASB LONE STAR	-\$ 240,373.23	withdrawal			-\$ 240,373.23	\$0.00	-\$240,373.23
10/14/2021	G/O	POOL	TASB LONE STAR	-\$ 668,181.95	withdrawal			-\$ 668,181.95	\$0.00	-\$668,181.95
10/15/2021	G/O	POOL	TASB LONE STAR	-\$ 357,958.05	withdrawal			-\$ 357,958.05	\$0.00	-\$357,958.05
10/15/2021	G/O	POOL	TASB LONE STAR	\$ 20,612.42	**10/31/21	0.005	0.005	\$ 20,612.42	\$0.05	\$ 20,612.47
10/15/2021	G/O	POOL	TASB LONE STAR	\$ 668,181.95	**10/31/21	0.005	5.000	\$ 668,181.95	\$ 1.46	\$ 668,183.41
10/18/2021	G/O	POOL	TASB LONE STAR	\$ 648.46	**10/31/21	0.005	0.005	\$ 648.46	\$0.00	\$ 648.46
10/19/2021	G/O	POOL	TASB LONE STAR	\$ 11,388.24	**10/31/21	0.005	0.005	\$ 11,388.24	\$0.02	\$ 11,388.26
10/20/2021	G/O	POOL	TASB LONE STAR	\$ 988.10	**10/31/21	0.005	0.005	\$ 988.10	\$0.00	\$ 988.10
10/21/2021	G/O	POOL	TASB LONE STAR	\$ 582.45	**10/31/21	0.005	0.005	\$ 582.45	\$0.00	\$ 582.45
10/22/2021	G/O	POOL	TASB LONE STAR	-\$ 6,281,871.00	withdrawal			-\$ 6,281,871.00	\$0.00	-\$6,281,871.00
10/22/2021	G/O	POOL	TASB LONE STAR	-\$ 20,114.70	withdrawal			-\$ 20,114.70	\$0.00	-\$20,114.70
10/22/2021	G/O	POOL	TASB LONE STAR	-\$ 23,980.84	withdrawal			-\$ 23,980.84	\$0.00	-\$23,980.84
10/22/2021	G/O	POOL	TASB LONE STAR	-\$ 48,603.31	withdrawal			-\$ 48,603.31	\$0.00	-\$48,603.31
10/22/2021	G/O	POOL	TASB LONE STAR	-\$ 40,996.65	withdrawal			-\$ 40,996.65	\$0.00	-\$40,996.65
10/22/2021	G/O	POOL	TASB LONE STAR	-\$ 13,188.97	withdrawal			-\$ 13,188.97	\$0.00	-\$13,188.97
10/22/2021	G/O	POOL	TASB LONE STAR	\$ 156.53	**10/31/21	0.005	0.005	\$ 156.53	\$0.00	\$ 156.53
10/25/2021	G/O	POOL	TASB LONE STAR	\$ 267.22	**10/31/21	0.005	0.005	\$ 267.22	\$0.00	\$ 267.22
10/25/2021	G/O	POOL	TASB LONE STAR	\$ 7,526,247.00	**10/31/21	0.005	0.005	\$ 7,526,247.00	\$6.19	\$ 7,526,253.19
10/26/2021	G/O	POOL	TASB LONE STAR	\$ 183.01	**10/31/21	0.005	0.005	\$ 183.01	\$0.00	\$ 183.01
10/27/2021	G/O	POOL	TASB LONE STAR	\$ 4,146.77	**10/31/21	0.005	0.005	\$ 4,146.77	\$0.00	\$ 4,146.77
10/28/2021	G/O	POOL	TASB LONE STAR	\$ 2,262.82	**10/31/21	0.005	0.005	\$ 2,262.82	\$0.00	\$ 2,262.82
10/28/2021	G/O	POOL	TASB LONE STAR	-\$ 348,979.87	withdrawal			-\$ 348,979.87	\$0.00	-\$348,979.87
10/28/2021	G/O	POOL	TASB LONE STAR	\$ 1,930.84	**10/31/21	0.005	0.005	\$ 1,930.84	\$0.00	\$ 1,930.84
10/29/2021	G/O	POOL	TASB LONE STAR	\$ 95.38	interest			\$ 95.38	\$0.00	\$ 95.38
10/29/2021	G/O	POOL	TEX-POOL	\$ 29.48	interest			\$ 29.48	\$0.00	\$ 29.48
11/1/2021	G/O	POOL	TASB LONE STAR	\$ 734.67	in transit			\$ 734.67	\$0.00	\$ 734.67
11/1/2021	G/O	POOL	TASB LONE STAR	-\$ 32,479.74	in transit			-\$ 32,479.74	\$0.00	-\$32,479.74
11/1/2021	G/O	POOL	TASB LONE STAR	-\$ 46,808.02	in transit			-\$ 46,808.02	\$0.00	-\$46,808.02
11/1/2021	G/O	POOL	TASB LONE STAR	-\$ 41,567.74	in transit			-\$ 41,567.74	\$0.00	-\$41,567.74
11/1/2021	G/O	POOL	TASB LONE STAR	-\$ 218,085.82	in transit			-\$ 218,085.82	\$0.00	-\$218,085.82
11/1/2021	G/O	POOL	TASB LONE STAR	-\$ 39,343.80	in transit			-\$ 39,343.80	\$0.00	-\$39,343.80

**Pool interest calculated on a per month basis using month end balance.

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT INVESTMENT PORTFOLIO

DATE	FUND	TYPE	DESCRIPTION	PUR.AMT.	MATURITY	RATE	YIELD	COST	PROJ. INT.	PAR
11/1/2021	G/O	POOL	TASB LONE STAR	-\$ 17,220.31	in transit			-\$ 17,220.31	\$0.00	-\$17,220.31
11/2/2021	G/O	POOL	TASB LONE STAR	\$ 4,066.61	in transit			\$ 4,066.61	\$0.00	\$ 4,066.61
11/3/2021	G/O	POOL	TASB LONE STAR	\$ 32,425.11	in transit			\$ 32,425.11	\$0.00	\$ 32,425.11
			SUB-TOTAL:	\$ 23,490,073.74				\$ 23,490,073.74		
10/1/2021	I&S	POOL	TASB-LONE STAR	\$1,960,973.75	10/31/2021	0.005	0.005	\$1,960,973.75	\$8.33	\$1,960,982.08
10/6/2021	I&S	POOL	TASB-LONE STAR	\$ 1,344.71	10/31/2021	0.005	0.005	\$ 1,344.71	\$0.00	\$1,344.71
10/8/2021	I&S	POOL	TASB-LONE STAR	\$ 396.52	10/31/2021	0.005	0.005	\$ 396.52	\$0.00	\$396.52
10/8/2021	I&S	POOL	TASB-LONE STAR	\$ 58.93	10/31/2021	0.005	0.005	\$ 58.93	\$0.00	\$58.93
10/12/2021	I&S	POOL	TASB-LONE STAR	\$ 1,063.10	10/31/2021	0.005	0.005	\$ 1,063.10	\$0.00	\$1,063.10
10/13/2021	I&S	POOL	TASB-LONE STAR	\$ 311.42	10/31/2021	0.005	0.005	\$ 311.42	\$0.00	\$311.42
10/14/2021	I&S	POOL	TASB-LONE STAR	\$ 2,164.40	10/31/2021	0.005	0.005	\$ 2,164.40	\$0.01	\$2,164.41
10/15/2021	I&S	POOL	TASB-LONE STAR	\$ 8,060.33	10/31/2021	0.005	0.005	\$ 8,060.33	\$0.02	\$8,060.35
10/18/2021	I&S	POOL	TASB-LONE STAR	\$ 251.71	10/31/2021	0.005	0.005	\$ 251.71	\$0.00	\$251.71
10/19/2021	I&S	POOL	TASB-LONE STAR	\$ 4,454.33	10/31/2021	0.005	0.005	\$ 4,454.33	\$0.01	\$4,454.34
10/20/2021	I&S	POOL	TASB-LONE STAR	\$ 371.49	10/31/2021	0.005	0.005	\$ 371.49	\$0.00	\$371.49
10/21/2021	I&S	POOL	TASB-LONE STAR	\$ 225.50	10/31/2021	0.005	0.005	\$ 225.50	\$0.00	\$225.50
10/22/2021	I&S	POOL	TASB-LONE STAR	\$ 60.62	10/31/2021	0.005	0.005	\$ 60.62	\$0.00	\$60.62
10/25/2021	I&S	POOL	TASB-LONE STAR	\$ 104.52	10/31/2021	0.005	0.005	\$ 104.52	\$0.00	\$104.52
10/26/2021	I&S	POOL	TASB-LONE STAR	\$ 71.59	10/31/2021	0.005	0.005	\$ 71.59	\$0.00	\$71.59
10/27/2021	I&S	POOL	TASB-LONE STAR	\$ 1,618.71	10/31/2021	0.005	0.005	\$ 1,618.71	\$0.00	\$1,618.71
10/28/2021	I&S	POOL	TASB-LONE STAR	\$ 867.17	10/31/2021	0.005	0.005	\$ 867.17	\$0.00	\$867.17
10/29/2021	I&S	POOL	TASB-LONE STAR	\$ 692.56	10/31/2021	0.005	0.005	\$ 692.56	\$0.00	\$692.56
10/29/2021	I&S	POOL	TASB-LONE STAR	\$ 8.55	interest			\$ 8.55		
11/1/2021	I&S	POOL	TASB-LONE STAR	\$ 287.36	in transit			\$ 287.36		
11/2/2021	I&S	POOL	TASB-LONE STAR	\$ 1,560.77	in transit			\$ 1,560.77		
11/3/2021	I&S	POOL	TASB-LONE STAR	\$ 12,158.69	in transit			\$ 12,158.69		
			SUB-TOTAL:	\$1,997,106.73				\$1,997,106.73		\$1,997,106.73
10/1/2021	QSCB	POOL	TASB-LONE STAR	\$1,715,045.86	**10/31/2021	0.005	0.005	\$1,715,045.86	\$7.28	\$1,715,053.14
10/29/2021	QSCB	POOL	TASB-LONE STAR	\$7.44	interest			\$7.44	\$0.00	\$7.44
			SUB-TOTAL:	\$1,715,053.30				\$1,715,053.30		
10/1/2021	BLDG.	POOL	TASB-LONE STAR	\$158,941.21	**10/31/2021	0.005	0.005	\$158,941.21	\$0.67	\$158,941.88
10/31/2021	BLDG.	POOL	TASB-LONE STAR	\$ 0.69	interest			\$ 0.69	\$0.00	\$0.69
				\$158,941.90				\$158,941.90		

**Pool interest calculated on a per month basis using month end balance.

FC OBJ	FYTD Activity	Encumbered Amount	2021-22		Unencumbered Balance	2021-22 FYTD *
			Original Budget	Revised Budget		
00 LOCAL/INTER. SOURCES	388,754.98	0.00	55,738,292	55,738,292	55,349,537.02	0.70
00 STATE PROGRAM REV.	18,658,970.10	0.00	50,255,468	50,255,468	31,596,497.90	37.13
00 FEDERAL PROG. REV.	29,454.74	0.00	1,500,000	1,500,000	1,470,545.26	1.96
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00
00 OTHER RESOURCES	306.00	0.00	0	0	-306.00	0.00
00 gen	19,077,485.82	0.00	107,493,760	107,493,760	88,416,274.18	17.75
-- Revenue	19,077,485.82	0.00	107,493,760	107,493,760	88,416,274.18	17.75
00	1,155.00	0.00	0	0	-1,155.00	0.00
00 PAYROLL COSTS	90.98	0.00	0	0	-90.98	0.00
00 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00
00	0.00	0.00	0	0	0.00	0.00
00 gen	1,245.98	0.00	0	0	-1,245.98	0.00
11 PAYROLL COSTS	9,082,595.43	0.00	60,761,709	60,761,709	51,679,113.57	14.95
11 PRO./CONTRACTED SVC.	140,972.13	24,892.69	1,258,080	1,258,480	1,092,615.18	13.18
11 SUPPLIES	393,823.01	168,210.38	1,699,731	1,702,594	1,140,560.61	33.01
00 OTHER OPERATING EXP.	31,108.36	7,141.54	410,488	407,225	368,975.10	9.39
11 CAPITAL PROJECTS	0.00	0.00	16,499	16,499	16,499.00	0.00
11 INSTRUCTION	9,648,498.93	200,244.61	64,146,507	64,146,507	54,297,763.46	15.35
12 PAYROLL COSTS	190,854.33	0.00	1,234,897	1,234,897	1,044,042.67	15.46
12 PRO./CONTRACTED SVC.	0.00	0.00	24,100	24,100	24,100.00	0.00
12 SUPPLIES	6,615.40	4,999.53	120,700	120,700	109,085.07	9.62
12 OTHER OPERATING EXP.	0.00	0.00	4,400	4,400	4,400.00	0.00
12 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00
12 INST. RESOURCES & ME	197,469.73	4,999.53	1,384,097	1,384,097	1,181,627.74	14.63
13 PAYROLL COSTS	224,642.58	0.00	1,407,731	1,407,731	1,183,088.42	15.96
13 PRO./CONTRACTED SVC.	9,061.02	0.00	46,090	46,090	37,028.98	19.66
13 SUPPLIES	16,092.72	8,515.85	53,090	52,740	28,131.43	46.66
13 OTHER OPERATING EXP.	16,532.20	16,954.99	156,143	156,493	123,005.81	21.40
13 CURRICULUM DEV.& INS	266,328.52	25,470.84	1,663,054	1,663,054	1,371,254.64	17.55
21 PAYROLL COSTS	423,726.10	0.00	2,567,293	2,567,293	2,145,066.90	16.50
21 PRO./CONTRACTED SVC.	346.67	300.00	4,800	4,800	4,153.33	13.47
21 SUPPLIES	2,879.34	3,035.73	39,200	39,200	33,284.93	15.09
21 OTHER OPERATING EXP.	4,876.53	287.80	44,858	43,358	38,193.67	11.91
21 INSTRUCTIONAL LEADER	431,828.64	3,623.53	2,656,151	2,656,151	2,220,698.83	16.39

EC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD	FYTD	FYTD
23 PAYROLL COSTS	972,124.43	0.00	6,156,256	6,156,256	5,184,131.57	15.79		
23 PRO./CONTRACTED SVC.	851.01	632.00	6,000	6,000	4,516.99	24.72		
23 SUPPLIES	4,554.79	6,670.86	93,487	93,237	82,011.35	12.04		
23 OTHER OPERATING EXP.	7,480.78	2,000.00	83,870	84,120	74,639.22	11.27		
23 SCHOOL LEADERSHIP	985,011.01	9,302.86	6,339,613	6,339,613	5,345,299.13	15.68		
31 PAYROLL COSTS	464,209.66	0.00	2,852,710	2,852,710	2,388,500.34	16.27		
31 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
31 SUPPLIES	2,971.49	1,287.43	50,290	50,090	45,831.08	8.50		
31 OTHER OPERATING EXP.	800.00	0.00	13,120	13,320	12,520.00	6.01		
31 GUIDANCE & COUNSELIN	467,981.15	1,287.43	2,916,120	2,916,120	2,446,851.42	16.09		
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	204,254.89	0.00	1,281,623	1,281,623	1,077,368.11	15.94		
33 PRO./CONTRACTED SVC.	12,790.60	0.00	5,000	5,000	-7,790.60	255.81		
33 SUPPLIES	13,811.74	2,526.66	31,425	31,425	15,086.60	51.99		
33 OTHER OPERATING EXP.	478.50	0.00	6,850	6,850	6,371.50	6.99		
33 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
33 HEALTH SERVICES	231,335.73	2,526.66	1,324,898	1,324,898	1,091,035.61	17.65		
34 PAYROLL COSTS	443,051.24	0.00	2,472,358	2,472,358	2,029,306.76	17.92		
34 PRO./CONTRACTED SVC.	16,468.33	9,717.27	110,200	110,200	84,014.40	23.76		
34 SUPPLIES	122,573.99	62,007.08	352,150	296,150	111,568.93	62.33		
34 OTHER OPERATING EXP.	70,137.48	1,169.00	88,167	88,167	16,860.52	80.88		
34 CAPITAL PROJECTS	0.00	389,550.00	336,050	392,050	2,500.00	99.36		
34 PUPIL TRANSPORTATION	652,231.04	462,443.35	3,358,925	3,358,925	2,244,250.61	33.19		
35 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
35 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
35 CAPITAL PROJECTS	0.00	0.00	100,000	100,000	100,000.00	0.00		
35 FOOD SERVICES	0.00	0.00	100,000	100,000	100,000.00	0.00		
36 PAYROLL COSTS	498,012.44	0.00	3,281,361	3,281,361	2,783,348.56	15.18		
36 PRO./CONTRACTED SVC.	58,887.75	5,349.99	219,689	214,689	150,451.26	29.92		
36 SUPPLIES	37,250.51	60,439.56	300,232	305,132	207,441.93	32.02		
36 OTHER OPERATING EXP.	127,055.06	48,580.47	663,585	663,685	488,049.47	26.46		

FC OBJ	2021-22 FYTD Activity	Encumbered Amount	2021-22 Original Budget	2021-22 Revised Budget	Unencumbered Balance	2021-22 FYTD %
36 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00
36 COCURR./EXTRACURR.AC	721,205.76	114,370.02	4,464,867	4,464,867	3,629,291.22	18.71
41 PAYROLL COSTS	402,468.61	0.00	2,392,297	2,392,297	1,989,828.39	16.82
41 PRO./CONTRACTED SVC.	50,493.76	67,458.00	460,878	458,878	340,926.24	25.70
41 SUPPLIES	11,507.26	2,303.26	103,607	103,607	89,796.48	13.33
41 OTHER OPERATING EXP.	64,724.48	18,749.91	408,485	410,485	327,010.61	20.34
41 CAPITAL PROJECTS	0.00	0.00	7,000	7,000	7,000.00	0.00
41 GENERAL ADMINISTRATI	529,194.11	88,511.17	3,372,267	3,372,267	2,754,561.72	18.32
51 PAYROLL COSTS	886,943.94	0.00	5,129,635	5,129,635	4,242,691.06	17.29
51 PRO./CONTRACTED SVC.	509,965.87	83,737.78	2,370,199	2,370,199	1,776,495.35	25.05
51 SUPPLIES	160,165.46	80,619.11	737,068	737,068	496,283.43	32.67
51 OTHER OPERATING EXP.	851,614.71	2,651.99	808,000	808,000	-46,266.70	105.73
51 CAPITAL PROJECTS	8,307.00	0.00	261,972	261,972	253,665.00	3.17
51 PLANT MAINTENANCE &	2,416,996.98	167,008.88	9,306,874	9,306,874	6,722,868.14	27.76
52 PAYROLL COSTS	212,745.99	0.00	1,209,497	1,209,497	996,741.01	17.59
52 PRO./CONTRACTED SVC.	618.85	11,500.00	527,643	527,643	515,524.15	2.30
52 SUPPLIES	4,221.26	2,099.70	26,555	26,555	20,234.04	23.80
52 OTHER OPERATING EXP.	0.00	0.00	5,610	5,610	5,610.00	0.00
52 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00
52 SECURITY & MONITORIN	217,596.10	13,599.70	1,769,305	1,769,305	1,538,109.20	13.07
53 PAYROLL COSTS	142,194.13	0.00	880,449	880,449	738,254.87	16.15
53 PRO./CONTRACTED SVC.	179,296.77	19,700.75	556,613	526,513	327,515.48	37.80
53 SUPPLIES	86,189.74	141,148.44	392,383	422,483	195,144.82	53.81
53 OTHER OPERATING EXP.	1,416.18	1,515.32	14,833	14,833	11,901.50	19.76
53 CAPITAL PROJECTS	0.00	604,988.20	45,000	45,000	-559,988.20	1,344.42
53 DATA PROCESSING SERV	409,096.82	767,352.71	1,889,278	1,889,278	712,828.47	62.27
61 PAYROLL COSTS	32,855.12	0.00	233,874	233,874	201,018.88	14.05
61 PRO./CONTRACTED SVC.	0.00	0.00	1,781	1,781	1,781.00	0.00
61 SUPPLIES	800.10	0.00	15,241	15,241	14,440.90	5.25
61 OTHER OPERATING EXP.	2,320.66	666.66	10,908	10,908	7,920.68	27.39
61 COMMUNITY SERVICES	35,975.88	666.66	261,804	261,804	225,161.46	14.00
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

EC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD	Unencumbered Balance	FYTD
81 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00	0.00	0.00
81 SUPPLIES	0.00	0.00	0	0	0.00	0.00	0.00	0.00
81 CAPITAL PROJECTS	3,656.00	117,190.00	1,940,000	1,940,000	1,819,154.00	6.23	1,819,154.00	6.23
81 FACILITIES ACQ. & CO	3,656.00	117,190.00	1,940,000	1,940,000	1,819,154.00	6.23	1,819,154.00	6.23
91 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00	0.00	0.00
91 CONT.INST.SVCS.\PUBL	0.00	0.00	0	0	0.00	0.00	0.00	0.00
95 PRO./CONTRACTED SVC.	0.00	0.00	15,000	15,000	15,000.00	0.00	15,000.00	0.00
95 PYMTS.TO JJAEP PROGR	0.00	0.00	15,000	15,000	15,000.00	0.00	15,000.00	0.00
99 PRO./CONTRACTED SVC.	0.00	0.00	585,000	585,000	585,000.00	0.00	585,000.00	0.00
99 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00	0.00	0.00
99 Other Governmental C	0.00	0.00	585,000	585,000	585,000.00	0.00	585,000.00	0.00
-- Expense	17,215,652.38	1,978,597.95	107,493,760	107,493,760	88,299,509.67	17.86	88,299,509.67	17.86
84 Grand Revenue Totals	19,077,485.82	0.00	107,493,760	107,493,760	88,416,274.18	17.75	88,416,274.18	17.75
Grand Expense Totals	17,215,652.38	1,978,597.95	107,493,760	107,493,760	88,299,509.67	17.86	88,299,509.67	17.86
Grand Totals	1,861,833.44	1,978,597.95	0	0	116,764.51	0.00	116,764.51	0.00
Profit		Loss			Profit		Profit	

Number of Accounts: 12954

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

FC OBJ	2021-22 FYTD ACTIVITY	Encumbered Amount	2021-22 Original Budget	2021-22 Revised Budget	2021-22 Comment	Unencumbered Balance	2021-22 FYTD
00 LOCAL/INTER. SOURCES	6,555.00	0.00	0.00	0.00		-6,555.00	0.00
00 STATE PROGRAM REV.	399.82	0.00	60,284.00	685,663.00		685,263.18	0.06
00 FEDERAL PROG. REV.	0.00	0.00	3,222,816.00	3,399,796.00		3,399,796.00	0.00
00 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
00 OTHER RESOURCES	0.00	0.00	0.00	0.00		0.00	0.00
00 gen	6,954.82	0.00	3,283,100.00	4,085,459.00		4,078,504.18	0.17
-- Revenue	6,954.82	0.00	3,283,100.00	4,085,459.00		4,078,504.18	0.17
00 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
00 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
00 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
00	0.00	0.00	0.00	0.00		0.00	0.00
00 gen	0.00	0.00	0.00	0.00		0.00	0.00
11 PAYROLL COSTS	221,901.93	0.00	856,814.00	3,910,248.00		3,688,346.07	5.67
11 PRO./CONTRACTED SVC.	86,595.11	429,095.64	260,305.00	1,155,343.00		639,652.25	7.50
11 SUPPLIES	432,530.63	553,473.68	441,917.00	3,013,637.00		2,027,632.69	14.35
08 OTHER OPERATING EXP.	9,630.05	2,544.31	53,078.00	58,272.00		46,097.64	16.53
11 CAPITAL PROJECTS	0.00	0.00	35,900.00	35,900.00		35,900.00	0.00
11 INSTRUCTION	750,657.72	985,113.63	1,648,014.00	8,173,400.00		6,437,628.65	9.18
12 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
12 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
12 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00
12 INST. RESOURCES & ME	0.00	0.00	0.00	0.00		0.00	0.00
13 PAYROLL COSTS	23,176.91	0.00	267,894.00	227,894.00		204,717.09	10.17
13 PRO./CONTRACTED SVC.	15,400.00	4,900.00	186,500.00	181,500.00		161,200.00	8.48
13 SUPPLIES	5,625.00	25,879.00	20,000.00	55,000.00		23,496.00	10.23
13 OTHER OPERATING EXP.	73,866.23	20,323.89	122,285.00	132,285.00		38,094.88	55.84
13 CURRICULUM DEV.& INS	118,068.14	51,102.89	596,679.00	596,679.00		427,507.97	19.79
21 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
21 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
21 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
21 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
21 INSTRUCTIONAL LEADER	0.00	0.00	0.00	0.00		0.00	0.00
23 PAYROLL COSTS	23,955.61	0.00	93,836.00	93,836.00		69,880.39	25.53

FC OBJ	2021-22		2021-22		2021-22 Comment	Unencumbered		2021-22
	FYTD ACTIVITY	Amount	Original Budget	Revised Budget		Balance	FYTD *	
23 PRO./CONTRACTED SVC.	0.00	0.00	0.00	14,179.00		14,179.00	0.00	
23 SUPPLIES	3,525.30	0.00	0.00	7,293.00		3,767.70	48.34	
23 OTHER OPERATING EXP.	739.26	1,688.00	0.00	20,000.00		17,572.74	3.70	
23 SCHOOL LEADERSHIP	28,220.17	1,688.00	93,836.00	135,308.00		105,399.83	20.86	
31 PAYROLL COSTS	245,516.93	0.00	1,605,004.00	1,605,004.00		1,359,487.07	15.30	
31 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00	
31 SUPPLIES	7,990.99	4,999.52	50,000.00	50,000.00		37,009.49	15.98	
31 OTHER OPERATING EXP.	0.00	0.00	5,000.00	5,000.00		5,000.00	0.00	
31 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00	
31 GUIDANCE & COUNSELIN	253,507.92	4,999.52	1,660,004.00	1,660,004.00		1,401,496.56	15.27	
32 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	
32 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00	
32 SOCIAL WORK SERVICES	0.00	0.00	0.00	0.00		0.00	0.00	
33 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	
33 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00	
33 HEALTH SERVICES	0.00	0.00	0.00	0.00		0.00	0.00	
34 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	
34 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00	
34 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00	
34 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00	
34 PUPIL TRANSPORTATION	0.00	0.00	0.00	0.00		0.00	0.00	
35 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	
35 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00	
35 FOOD SERVICES	0.00	0.00	0.00	0.00		0.00	0.00	
36 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	
36 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00	
36 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00	
36 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00	
36 COCURR./EXTRACURR.AC	0.00	0.00	0.00	0.00		0.00	0.00	
41 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	
41 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00	
41 GENERAL ADMINISTRATI	0.00	0.00	0.00	0.00		0.00	0.00	

FC OBJ	2021-22		2021-22		2021-22 Comment	Unencumbered	
	FYTD Activity	Amount	Original Budget	Revised Budget		Balance	FYTD
51 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
51 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
51 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00
51 PLANT MAINTENANCE &	0.00	0.00	0.00	0.00		0.00	0.00
52 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
52 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
52 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
52 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00
52 SECURITY & MONITORIN	0.00	0.00	0.00	0.00		0.00	0.00
53 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
53 DATA PROCESSING SERV	0.00	0.00	0.00	0.00		0.00	0.00
61 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
61 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
61 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
61 COMMUNITY SERVICES	0.00	0.00	0.00	0.00		0.00	0.00
71 DEBT SERVICE	0.00	0.00	0.00	0.00		0.00	0.00
71 DEBT SERVICES	0.00	0.00	0.00	0.00		0.00	0.00
81 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
81 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00
81 FACILITIES ACQ. & CO	0.00	0.00	0.00	0.00		0.00	0.00
-- Expense	1,150,453.95	1,042,904.04	3,998,533.00	10,565,391.00		8,372,033.01	10.89
Grand Revenue Totals	6,954.82	0.00	3,283,100.00	4,085,459.00		4,078,504.18	0.17
Grand Expense Totals	1,150,453.95	1,042,904.04	3,998,533.00	10,565,391.00		8,372,033.01	10.89
Grand Totals	1,143,499.13	1,042,904.04	715,433.00	6,479,932.00		4,293,528.83	17.65
	Loss	Loss	Loss	Loss		Loss	

Number of Accounts: 11137

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

FC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
00 LOCAL/INTER. SOURCES	51,840.30	0.00	21,824,079	21,824,079	21,772,238.70	0.24		
00 STATE PROGRAM REV.	0.00	0.00	209,788	209,788	209,788.00	0.00		
00 FEDERAL PROG. REV.	0.00	0.00	100,000	100,000	100,000.00	0.00		
00 OTHER RESOURCES	0.00	0.00	0	0	0.00	0.00		
00 gen	51,840.30	0.00	22,133,867	22,133,867	22,082,026.70	0.23		
-- Revenue	51,840.30	0.00	22,133,867	22,133,867	22,082,026.70	0.23		
00 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
00	0.00	0.00	0	0	0.00	0.00		
00 gen	0.00	0.00	0	0	0.00	0.00		
71 DEBT SERVICE	0.00	0.00	22,346,477	22,346,477	22,346,477.00	0.00		
71 DEBT SERVICES	0.00	0.00	22,346,477	22,346,477	22,346,477.00	0.00		
-- Expense	0.00	0.00	22,346,477	22,346,477	22,346,477.00	0.00		
00 Grand Revenue Totals	51,840.30	0.00	22,133,867	22,133,867	22,082,026.70	0.23		
00 Grand Expense Totals	0.00	0.00	22,346,477	22,346,477	22,346,477.00	0.00		
00 Grand Totals	51,840.30	0.00	212,610	212,610	264,450.30	-24.38		
		Profit		Loss				

Number of Accounts: 28

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

FC OBJ	2021-22 FYTD Activity	Encumbered Amount	2021-22		2021-22 Comment	Unencumbered Balance	2021-22 FYTD
			Original Budget	Revised Budget			
00 LOCAL/INTER. SOURCES	13.82	0.00	0	0		-13.82	0.00
00 STATE PROGRAM REV.	0.00	0.00	6,371	6,371		6,371.00	0.00
00 OTHER RESOURCES	0.00	0.00	0	0		0.00	0.00
00 gen	13.82	0.00	6,371	6,371		6,357.18	0.22
-- Revenue	13.82	0.00	6,371	6,371		6,357.18	0.22
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	0.00	74,501.02	0	0		-74,501.02	0.00
11 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00
11 INSTRUCTION	0.00	74,501.02	0	0		-74,501.02	0.00
12 SUPPLIES	47,616.84	72,088.48	0	0		-119,705.32	0.00
12 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00
12 INST. RESOURCES & ME	47,616.84	72,088.48	0	0		-119,705.32	0.00
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 COCURR./EXTRACURR.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	0.00	0.00	82,419	82,419		82,419.00	0.00

FC OBJ	2021-22		Encumbered Amount	2021-22		2021-22 Revised Budget	2021-22 Comment	Unencumbered Balance	2021-22	
	FYTD Activity	Original Budget		Original Budget	FYTD					
81 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
81 SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
81 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
81 CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
81 FACILITIES ACQ. & CO	0.00	82,419	0.00	82,419	82,419	82,419		82,419.00	0.00	0.00
-- Expense	47,616.84		146,589.50	82,419	82,419			-111,787.34		57.77
Grand Revenue Totals	13.82		0.00	6,371	6,371			6,357.18		0.22
Grand Expense Totals	47,616.84		146,589.50	82,419	82,419			-111,787.34		57.77
Grand Totals	47,603.02		146,589.50	76,048	76,048			118,144.52		62.60
	Loss		Loss	Loss	Loss			Profit		

Number of Accounts: 227

EC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD	Unencumbered Balance	FYTD
00 LOCAL/INTER. SOURCES	341,463.42	0.00	1,000,516	1,000,516	659,052.58	34.13	659,052.58	34.13
00 STATE PROGRAM REV.	2,375.94	0.00	207,502	207,502	205,126.06	1.15	205,126.06	1.15
00 FEDERAL PROG. REV.	0.00	0.00	0	0	0.00	0.00	0.00	0.00
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
00 OTHER RESOURCES	668,181.95	0.00	4,097,764	4,097,764	3,429,582.05	16.31	3,429,582.05	16.31
00 gen	1,012,021.31	0.00	5,305,782	5,305,782	4,293,760.69	19.07	4,293,760.69	19.07
-- Revenue	1,012,021.31	0.00	5,305,782	5,305,782	4,293,760.69	19.07	4,293,760.69	19.07
00	0.00	0.00	0	0	0.00	0.00	0.00	0.00
00 gen	0.00	0.00	0	0	0.00	0.00	0.00	0.00
11 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
11 INSTRUCTION	0.00	0.00	0	0	0.00	0.00	0.00	0.00
35 PAYROLL COSTS	365,627.34	0.00	2,291,845	2,291,845	1,926,217.66	15.95	1,926,217.66	15.95
35 PRO./CONTRACTED SVC.	215.07	0.00	6,000	6,000	5,784.93	3.58	5,784.93	3.58
35 SUPPLIES	551,067.64	294,393.02	2,426,090	2,426,090	1,580,629.34	34.85	1,580,629.34	34.85
35 OTHER OPERATING EXP.	0.00	0.00	4,000	4,000	4,000.00	0.00	4,000.00	0.00
35 CAPITAL PROJECTS	0.00	28,783.00	50,000	50,000	21,217.00	57.57	21,217.00	57.57
35 FOOD SERVICES	916,910.05	323,176.02	4,777,935	4,777,935	3,537,848.93	25.95	3,537,848.93	25.95
51 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
51 PRO./CONTRACTED SVC.	0.00	0.00	88,500	88,500	88,500.00	0.00	88,500.00	0.00
51 PLANT MAINTENANCE &	0.00	0.00	88,500	88,500	88,500.00	0.00	88,500.00	0.00
61 PAYROLL COSTS	73,599.22	0.00	473,841	473,841	400,241.78	15.53	400,241.78	15.53
61 PRO./CONTRACTED SVC.	1,739.31	0.00	13,421	13,421	11,681.69	12.96	11,681.69	12.96
61 SUPPLIES	6,227.74	5,623.28	25,700	25,700	13,848.98	46.11	13,848.98	46.11
61 OTHER OPERATING EXP.	0.00	0.00	3,012	3,012	3,012.00	0.00	3,012.00	0.00
61 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
61 COMMUNITY SERVICES	81,566.27	5,623.28	515,974	515,974	428,784.45	16.90	428,784.45	16.90
81 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
81 FACILITIES ACQ. & CO	0.00	0.00	0	0	0.00	0.00	0.00	0.00
-- Expense	998,476.32	328,799.30	5,382,409	5,382,409	4,055,133.38	24.66	4,055,133.38	24.66
Grand Revenue Totals	1,012,021.31	0.00	5,305,782	5,305,782	4,293,760.69	19.07	4,293,760.69	19.07

FC OBJ	2021-22		Encumbered		2021-22		2021-22		Unencumbered		2021-22	
	FYTD Activity	Amount	Original Budget	Revised Budget	Balance	FYTD %	Balance	FYTD %	Balance	FYTD %	Balance	FYTD %
Grand Expense Totals	998,476.32	328,799.30	5,382,409	5,382,409	4,055,133.38	24.66	4,055,133.38	24.66	4,055,133.38	24.66	4,055,133.38	24.66
Grand Totals	13,544.99	328,799.30	76,627	76,627	238,627.31	-17.68	238,627.31	-17.68	238,627.31	-17.68	238,627.31	-17.68
	Profit	Loss	Loss	Loss	Profit		Profit		Profit		Profit	

Number of Accounts: 981

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

WAXAHACHIE ISD SUMMARY OF ACTIVITY AS OF OCTOBER 2021

GENERAL FUND	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD %	PRIOR YTD %
REVENUES	19,077,485.82	107,493,760	107,493,760	17.75%	17.48%
EXPENDITURES	17,215,652.38	107,493,760	107,493,760	16.02%	18.76%
SPECIAL PROGRAMS					
REVENUES	6,954.82	3,283,100	4,085,459	0.17%	0.00%
EXPENDITURES	1,150,453.95	3,998,533	10,565,391	10.89%	13.55%
INTEREST & SINKING					
REVENUES	51,840.30	22,133,867	22,133,867	0.02%	0.58%
EXPENDITURES	0.00	22,346,477	22,346,477	0.00%	0.00%
CAPITAL PROJECTS					
REVENUES	12.82	6,371	6,371	0.20%	5.23%
EXPENDITURES	47,616.84	82,419	82,419	57.77%	0.00%
ENTERPRISE FUNDS					
REVENUES	1,012,021.31	5,305,782	5,305,782	19.07%	12.35%
EXPENDITURES	998,476.32	5,382,409	5,382,409	18.55%	12.95%

Waxahachie ISD 2021-22 Budget Summary October 2021

	Adopted Gen. Fund 1XXX	Amended Gen. Fund 1XXX	YTD Actual Gen. Fund 1XXX	Amended State-Fed Programs	YTD Actual State-Fed Programs	Amended Debt Serv. 5XXX	YTD Actual Debt Serv. 5XXX	Amended Cap. Proj. 6XXX	YTD Actual Cap. Proj. 6XXX	Amended Ent. Fund 7XXX	YTD Actual Ent. Fund 7XXX
REVENUES											
5700 LOCAL REVENUE	55,738,292	55,738,292	388,755	6,555	21,824,079	51,840	14	1,000,516	341,463		
5800 STATE PROGRAM REVENUES	50,255,468	50,255,468	18,658,970	685,663	209,788	6,371	-	207,502	2,376		
5900 FEDERAL REVENUES	1,500,000	1,500,000	29,455	3,399,796	-	100,000					
7900 OTHER RESOURCES/TRANSFERS			306								
TOTAL REVENUES	107,493,760	107,493,760	19,077,486	4,085,459	22,133,867	51,840	14	5,305,782	668,182	1,012,021	
APPROPRIATIONS BY FUNCTION											
00 TRANSFERS BETWEEN FUNDS			1,246								
11 INSTRUCTIONAL RESOURCES & MEDIA SER	64,146,507	64,146,507	9,648,499	8,173,400	750,658						
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,384,097	1,384,097	197,469				47,617				
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,663,054	1,663,054	266,329	596,679	118,068						
21 INSTRUCTIONAL LEADERSHIP	2,656,151	2,656,151	431,829								
23 SCHOOL ADMINISTRATION	6,339,613	6,339,613	985,011	135,308	28,220						
31 GUIDANCE AND COUNSELING SERVICES	2,916,120	2,916,120	467,981	1,660,004	253,508						
32 SOCIAL WORK SERVICES											
33 HEALTH SERVICES	1,324,898	1,324,898	231,336								
34 STUDENT (PUPIL) TRANSPORTATION	3,358,925	3,358,925	652,231								
35 FOOD SERVICES	100,000	100,000									
36 OCCURRICULAR/EXTRACURRICULAR ACTIV.	4,464,867	4,464,867	721,206								
41 GENERAL ADMINISTRATION	3,372,267	3,372,267	529,194								
51 PLANT MAINTENANCE AND OPERATION	9,306,874	9,306,874	2,416,997							88,500	
52 SECURITY & MONITORING SERVICES	1,769,305	1,769,305	217,596								
53 DATA PROCESSING SERVICES	1,889,278	1,889,278	409,097								
61 COMMUNITY SERVICES	261,804	261,804	35,976							515,974	81,566
71 DEBT SERVICE						22,346,477					
81 FACILITIES	1,940,000	1,940,000	3,656					82,419			
95 JJAEP	15,000	15,000									
99 OTHER	585,000	585,000									
TOTAL APPROPRIATIONS AND TRANSFERS	107,493,760	107,493,760	17,215,652	10,565,391	1,150,454	22,346,477	-	82,419	47,617	5,382,409	998,476
TOTAL REVENUES OVER (UNDER) APPROPRIATIONS	-	-	1,861,834	(6,479,932)	(1,143,499)	(212,610)	51,840	(76,048)	(47,603)	(76,627)	13,545

Waxahachie ISD 2021-22 Proposed Budget Amendments for December 2021

	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	55,738,292	55,738,292			55,738,292	
5800 STATE PROGRAM REVENUES	50,255,468	50,255,468			50,255,468	
5900 FEDERAL REVENUES	1,500,000	1,500,000			1,500,000	
7900 OTHER RESOURCES					-	
TOTAL REVENUES	107,493,760	107,493,760	-	-	107,493,760	
11 INSTRUCTIONAL RESOURCES & MEDIA SER	64,146,507	64,146,507	343	(4,000)	64,142,850	Move \$4000 from function 11 to 13 for Curriculum budget. Move \$343 from 23 to 11 for Dunaway budget.
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,384,097	1,384,097				
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,663,054	1,663,054	4,000		1,667,054	
21 INSTRUCTIONAL LEADERSHIP	2,656,151	2,656,151			2,656,151	
23 SCHOOL ADMINISTRATION	6,339,613	6,339,613		(343)	6,339,270	Move \$343 from 23 to 11 for Dunaway budget.
31 GUIDANCE AND COUNSELING SERVICES	2,916,120	2,916,120			2,916,120	
32 SOCIAL WORK SERVICES					-	
33 HEALTH SERVICES	1,324,898	1,324,898			1,324,898	
34 STUDENT (PUPIL) TRANSPORTATION	3,358,925	3,358,925				
35 FOOD SERVICES	100,000	100,000				
36 CURRICULAR/EXTRACURRICULAR ACTIV.	4,464,867	4,464,867			4,464,867	
41 GENERAL ADMINISTRATION	3,372,267	3,372,267			3,372,267	
51 PLANT MAINTENANCE AND OPERATION	9,306,874	9,306,874			9,306,874	
52 SECURITY & MONITORING SERVICES	1,769,305	1,769,305			1,769,305	
53 DATA PROCESSING SERVICES	1,889,278	1,889,278			1,889,278	
61 COMMUNITY SERVICES	261,804	261,804				
71 DEBT SERVICE	-	0			-	
81 FACILITIES	1,940,000	1,940,000			1,940,000	
95 JJAEP	15,000	15,000			15,000	
99 OTHER GOVERNMENTS	585,000	585,000			585,000	
TOTAL APPROPRIATIONS	107,493,760	107,493,760	4,343	(4,343)	107,493,760	

Waxahachie ISD 2021-22 Proposed Budget Amendments for December 2021

Approved by Board:	Yes	No	Date:	Signed:

COPIES
 WHITE VENDOR
 YELLOW RECEIVING

INVOICE TO:
 WAXAHACHIE ISD
 411 N. GIBSON STREET
 WAXAHACHIE, TX 75165
 TAX NBR: 75-6002723
 PHONE: 972-923-4631
 FAX NBR: 972-923-4658

REQ. NUMBER: 9820022010
 VENDOR KEY : CMC NETW000
 PAGE NUMBER: 1
 REQ. DATE : 11/08/2021
 SHIP DATE : 11/08/2021
 FISCAL YEAR: 2021-2022
 ENTERED BY : RIDLELYS000

PRINTED 11/18/2021

COMPANY:	CMC NETWORK SOLUTIONS, LLC 2700 RESEARCH DRIVE STE 100 PLANO, TX 75074	DELIVER TO:	WISD CENTRAL MAINTENANCE 631 SOLON RD WAXAHACHIE, TX 75165
			ATTN: LYSSA RIDLEHUBER

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
1	EACH	Video Surveillance Purchase and Installation for: WISD Administration Building	15596.00000	15596.00
1	EACH	Video Surveillance Purchase and Installation for: Transportation and Support Services This is a TIPS vendor on contract# 200203 CMC Network Solutions - 2700 Research Dr, Ste 100 - Plano, TX 75074 - PH: 972-203-3400 Please contact Lyssa Ridlehuber with questions or for additional information at 972-923-4631 or email: lridlehuber@wisd.org	64385.69000	64385.69
TOTAL				79,981.69

 #
 # This is a Requisition and not an official Purchase Order. #
 # The District is not financially responsible for #
 # the unauthorized purchases made with a Requisition. #
 #####
 =====
 P.O.: 9820022010 ACCOUNT SUMMARY (FOR INTERNAL USE) VENDOR KEY : CMC NETW000
 ACCOUNT AMOUNT
 199 E 52 6299 00 982 0 99 000 79,981.69

**BID REPORT
DECEMBER 13, 2021**

1. RFP #21-990 for School Based Counseling deadline for submissions was November 18, 2021. We received several RFP submissions for this solicitation and they have been ranked and reviewed by Ginger Robinson (document attached). The vendor recommendation for this RFP solicitation is Next Step Community Solutions. The Business Office requests Board approval to utilize this vendor for school based counseling services.

Waxahachie Independent School District

Request for Proposal - Response Scoring Sheet

Responses to RFP #: 21-990

RFP Subject: School-based Counseling / Individual Emotional/Behavioral Mental Health for WISD Students

Campus: 14 WISD Campuses

Time: 2:00 PM

Initial Publication Date: 10/27/21

Second Publication Date: 11/03/21

Response Opening Date: 11/18/21

Total

100

Respondents:

MAX 50 points: Price, including discounts or grants

MAX 20 points: Reputation of the vendor and the vendor's services

MAX 20 points: Respondent's experience with other educational entities

MAX 10 points: Quality/reliability of vendor

Respondent	Points: 35 Price is listed on an hourly and daily rate. No grants or assistance is listed to be offered.	Points: 5 Services listed in the RFP continuously reference students with an IEP. The RFP is intended to include all students not only special population student's who have an IEP.	Points: 18 Vendor lists reputable school districts that are comparable to Waxahachie ISD.	Points: 0 Staff resumes, presented in the proposal are speech pathologists and are not certified mental health counselors and do not meet the qualifications to provide mental health counseling to WISD students.	Total
The Stepping Stones Group	Price is listed on an hourly and daily rate. No grants or assistance is listed to be offered. District is charged if the student is a "no show" for a session.	Through services are appropriate, they are only offered virtual, in person counseling is not an option.	Majority of schools listed as references are virtual. Others are charter or alternative education centers. No public schools comparable to Waxahachie ISD are listed as references.	Services are virtual and not offered in person. Counselors are qualified but are not local to consider in person counseling. RFP is presented as "school based" counseling which is intended to be offered to WISD students in person.	58
E-Therapy	Price is listed on an hourly rate. No grants or assistance is listed to be offered.	Though services are appropriate, they are only offered virtual, in person counseling is not an option.	No public schools comparable to Waxahachie ISD are listed as references.	Services are virtual and not offered in person. Counselors are qualified but are not local to consider in person counseling. RFP is presented as "school based" counseling which is intended to be offered to WISD students in person.	63
DOT COM Therapy	Price is listed on a yearly rate. Grants are available to offset some of the district cost. Additional training for staff in Youth Mental Health First Aid and Sources of Strength suicide prevention for students is available free of charge.	Vendor offers direct services in person on campus.	Vendor lists 5 school districts comparable to Waxahachie ISD. Districts listed are local to, and surrounding, Waxahachie ISD.	Services are virtual and not offered in person. Counselors are qualified but are not local to consider in person counseling. RFP is presented as "school based" counseling which is intended to be offered to WISD students in person.	68
Next Step Community Solutions	Price is listed on a yearly rate. Grants are available to offset some of the district cost. Additional training for staff in Youth Mental Health First Aid and Sources of Strength suicide prevention for students is available free of charge.	Vendor offers direct services in person on campus.	Vendor lists 5 school districts comparable to Waxahachie ISD. Districts listed are local to, and surrounding, Waxahachie ISD.	All counselors have an active credential as one of the following: Licensed Professional Counselor (LPC), Licensed Professional Counselor-Supervisor (LPC-S), Licensed Professional Counselor Intern or Associate (new designation) (LPC Intern, LPC Associate), Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT).	96

Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Contract for Services – Arlington Regional Day School for the Deaf**



Background:

The purpose of the cooperative is to effectively provide special education services for the hearing impaired. The Arlington Regional Day School for the Deaf is able to efficiently provide services that Waxahachie ISD does not have the practical capacity to provide to students suffering significant hearing impairments. This agreement represents a continuation of services received by Waxahachie ISD from this program.

Recommendation:

Administration recommends approval of the agreement with the Arlington Regional Day School for the Deaf to provide services to significantly hearing impaired students.

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Non-Member Contract for Educational Services from the Arlington Regional Day School for the Deaf 2021-2022

This document represents the Agreement between the Arlington Independent School District (“AISD”) and Waxahachie ISD concerning services and reporting procedures for students with auditory impairments attending the Arlington Regional Day School Program for the Deaf (“Arlington RDSPD”), collectively the parties.

The parties agree that:

1. General Covenants and Principles

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the AISD and Waxahachie ISD may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Arlington RDSPD, subject to the Admission, Review and Dismissal (ARD) Committee recommendations for auditory impairment classroom placements.

1.2 The SSA members and non-members do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Arlington RDSPD’s administrative offices will be located in Arlington, Texas.

1.4 The Arlington RDSPD will operate under the AISD school calendar and under the policies and procedures of the AISD.

1.5 The Arlington RDSPD will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Improvement Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the *Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG)* and the Arlington ISD RDSPD operating guidelines. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 et seq., 34 CFR Part 300, the Texas Education Code, Chapters 20 and 30 and the Texas Administrative Code, 19 TAC 89.1001 et seq. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or

Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal Committee.

1.6 Should a Local Education Agency (LEA) seek to become a member district of the Arlington ISD RDSPD SSA, a written request must be provided to the Arlington ISD RDSPD SSA designee for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year is due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this Agreement. Any reconfiguration is subject to approval by each member district's Board of Trustees.

1.7 Students from districts other than those SSA members who are parties to this Agreement may be considered for services upon written request to the AISD special education director. A contract for services will be negotiated between the Arlington RDSPD and non-member district. Non-member districts or other non-member entities (e.g., charter schools) will be responsible for all costs under a separate agreement with the RDSPD if the RDSPD agrees to provide such services.

1.8 The AISD and Waxahachie ISD agree to cooperatively operate their special education programs for the purpose of providing efficient delivery of legally required special education and related services to eligible students having hearing impairments.

1.9 For students whose ARDC determines that placement at a centralized RDSPD campus is needed in order to receive a free appropriate public education (FAPE), the Arlington RDSPD will provide a continuum of placement options from mainstream to homebound, communication access during the instructional day as described in the students' IEP, which may include teachers who use the child's preferred mode of communication, communication facilitators or interpreters in classes in which the teacher does not use the child's preferred mode of communication. The Arlington RDSPD will also provide Assistive Listening Devices, Speech therapy, Audiology and Interpreting as Related Services as required by the students' IEP, and individual re-evaluations as determined by the ARDC.

1.10 The Arlington RDSPD, through the AISD Board, may purchase goods and services necessary to administer and operate the RDSPD.

2. Fiscal Agent

2.1 AISD, an accredited Texas public school district, shall serve as the Fiscal Agent for the Arlington RDSPD.

2.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with budget adopted by the Arlington RDSPD. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Arlington RDSPD policies.

2.3 The Fiscal Agent will account for salaries and expenses of Arlington RDSPD personnel, Arlington RDSPD operating expenses, IDEA Part B funds, IDEA Part C funds, State Deaf Funds, and any other funding received for the purposes of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all Arlington

RDSPD personnel who are its employees.

2.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Arlington RDSPD policy including PEIMS and other student data reports. RDSPD will assume responsibility for reporting eligible students and will be accountable for results related to federal and state accountability measures including FAPE and AYP.

2.5 The Fiscal Agent may negotiate contracts with outside services providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require each service provider to comply with federal and state laws as referenced in Paragraph 1.5 of this Agreement.

2.6 RDSPD SSA Member and participating Non-Member districts shall follow PEIMS enrollment guidance and accounting practices as outlined in the Texas Accounting Handbook regarding Shared Services Arrangements in section 4.11. The Fiscal Agent, SSA members and participating non-members must provide a PEIMS 011 record. Waxahachie ISD may report participation in more than one RDSPD SSA. Waxahachie ISD must indicate the fiscal agent county district number in the E0777 data element on the PEIMS 011 record.

3. Management

3.1 The special education director or designee of the Fiscal Agent shall report the annual status of the Arlington RDSPD to the special education director of each respective member and participating non-member.

3.2 All assets purchased with Arlington RDSPD funds are for the express use of the students attending such Day School Program and will be managed by AISD as Fiscal Agent for the Arlington RDSPD; however, title to such property shall be vested in AISD. Repairs to any property or equipment shall be paid from Arlington RDSPD funds. If any property becomes unusable or surplus, then AISD may dispose of such property and the proceeds thereof, if any, shall be returned to Arlington RDSPD.

4. Personnel

4.1 The chief administrator of the Arlington RDSPD will be the AISD special education director or designee. The AISD special education director or designee shall serve under a contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding operation of the RDSPD instructional program, including but not limited to, RDSPD centralized locations, RDSPD personnel assignments, related services and professional development, and approved budgeted expenditures consistent with the Fiscal Agent's policy, are within the authority of the AISD special education director.

4.2 The Fiscal Agent shall maintain public records for purposes of the Texas Public Information Act and the Local Government Records Act.

4.3 Any hearing on RDSPD personnel, including employee grievances,

terminations, or non-renewals is the responsibility of and will be held in accordance with the policies of AISD with whom the employee has a contractual relationship.

4.4 Arlington RDSPD personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent and any Arlington RDSPD operating guidelines and procedures and salary schedule.

4.5 The Arlington RDSPD ensures all individuals providing services contemplated under this Agreement and the RDSPD program must be appropriately certified or licensed to perform the applicable service.

5. Participating Non- Members General Obligations

5.1 Participating non-members agree that any funds assessed under Arlington RDSPD policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a written statement from the Fiscal Agent.

5.2 Each participating non-member will be liable for any cost associated with its residentially placed students.

5.3 Each participating non-member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Arlington RDSPD operations.

5.4 Participating non-members are ultimately responsible for the education of all students with auditory impairments within their district boundaries, whether the child is served in the local program, Arlington RDSPD, or other placements. Any services provided, under any of these arrangements, are subject to an ARD committee decision.

5.5 Participating non-member is responsible for the employment and payment of personnel serving students who have auditory impairments in their respective districts who do not reside in the AISD or attend the RDSPD. Upon written request, the Arlington ISD RDSPD SSA will provide Audiological, Parent Advisory and / or Itinerant services according to the fee schedule.

5.6 If an ARD committee determines that an RDSPD student receiving services at a AISD district site requires, for example, a one-on-one paraprofessional (or additional staff), additional specialized equipment or related services, the referring SSA member district shall be liable for all costs associated with such staff, equipment or services and shall reimburse the Fiscal Agent in full for all such costs. These individual excess direct student costs, incurred based upon an ARD committee's decision, will be billed monthly to the individual member district and includes, but is not limited to, interpreter services for extracurricular activities, and school sponsored activities and events that occur before and after the school day. This time is defined by the services performed outside of the normally scheduled working hours of the interpreter as reflected on the fiscal agent's school calendar as well as any time during weekends or holidays. Costs associated with DAEP and/or JJAEP student placements will also be billed individually to the member district as an individual excess direct student cost, e.g., interpreter services and any other RDSPD services provided to a non-member district's student who is assigned to one of AISD's Turning Point (DAEP) schools or who is expelled and attends JJAEP under AISD's Memorandum of Understanding with Tarrant County JJAEP. Any services that must be provided

at a location other than an Arlington ISD RDSPD regular campus will also be billed individually to the member district as an individual excess direct student cost, e.g., a homebound student. Non-members shall reimburse AISD within sixty (60) days of receipt of billing.

6. Fiscal Practices

6.1 Payment will be determined in the following manner:

- (a) The Fiscal Agent will estimate the shortage of funds between actual costs for Arlington RDSPD and those expenses paid by federal or state funds on an annual basis.

In addition to federal and state funds generated by regulation, the Fiscal Agent will receive a prorated contribution from SSA members to offset shortfalls in program funds for operating the Arlington RDSPD in accordance with student IEPs. The rate determined by dividing the difference between the amount of the program costs and the amount received in federal and state deaf funds by the number of students in the Arlington RDSPD.

Arlington RDSPD will invoice participating districts once in the Fall and once in the Spring of each year. The Fall Invoice will be based on the RDSPD student count on the PEIMS snapshot date in October of the current school year. The student count for the spring billing will be based on the number of students served on the first Friday of March of the current school year. Students who are under age three or who are served itinerantly one or more times per week in the member district will be counted as one-half full-time equivalent students.

Arlington RDSPD will invoice participating districts for audiological services after services are rendered. Audiological service fees will be provided to each SSA member no later than June 1 of each year.

- (b) The determination of excess costs for each school year in which this Agreement remains in effect shall be furnished by the Fiscal Agent to each SSA member no later than June 1 of each year.

6.2 The annual Arlington RDSPD budget shall be prepared by the Fiscal Agent's director of special education for approval by the Fiscal Agent's board of trustees. The Fiscal Agent shall be responsible for all required federal and state reporting related to Arlington RDSPD activities.

6.3 There will be an audit of Arlington RDSPD financial matters each year by the firm who annually audits the accounts of the Fiscal Agent. The responsibility (scheduling and financial obligations) for this audit will reside with the Fiscal Agent.

7. Risk of Loss

7.1 Except as otherwise provided in this Agreement, each participating non-member bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal and/or real property, costs of administrative hearings, litigation expenses, awards of damages, court

costs, attorneys' fees and settlement costs.

7.2 Legal fees, expenses and other costs incurred due to complaints, grievances or litigation by parents and/or students participating in the Arlington RDSPD will be assumed by the participating non-member district in which the student resides. Participating non-members have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters. Further, if the Fiscal Agent incurs legal fees, expenses and other costs regarding a student, the participating non-member district in which the student resides, will reimburse the Fiscal Agent for the fees it has incurred, including without limitation, any and all costs of litigation, attorneys' fees, costs of court (including mediation or arbitration), damages, costs of settlement paid by the Fiscal Agent or any other liability of any kind assessed against the Fiscal Agent.

7.3 Uncontrollable costs that impact the Fiscal Agent will be shared on a pro-rata basis by the participating non-member districts according to the percentage of contribution established in operation of funds, e.g., if employees of the RDSPD cause an increase in worker's compensation or unemployment compensation, the Management Board may consider assessing a prorated portion of the excess costs from each SSA member and participating non-member district consistent with other shared expenses.

7.4 Each SSA member and participating non-member district will insure its owned or leased vehicles used in the transportation of students with disabilities within the statutory maximum limits of school district liability for motor vehicle accidents.

8. Transportation

8.1 Transportation for eligible students to the Arlington RDSPD will be provided by the SSA member and participating non-member district in which the student is a resident, private transportation provided by parents or their agents, or by contracted transportation in accordance with the law. Contracted transportation will be provided/paid for by the SSA member and participating non-member district in which the student is a resident.

9. Legal Responsibilities

9.1 SSA member and participating non-member districts are solely responsible for the provision of a FAPE to the students who reside in their respective districts.

9.2 SSA member and participating non-member districts are responsible for legal costs, court costs and attorneys' fees, resulting from complaints, grievances, administrative proceedings, administrative hearings and litigation directly involving students who reside in their respective districts. SSA member and participating non-member districts have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the SSA members and participating non-member districts, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.

9.3 Each SSA member and participating non-member districts shall be responsible for legal fees, costs and expenses incurred due to complaints, grievances, or litigation arising from an employee with whom such district has a contract (ex: teacher) or

with whom such district has an employment relationship (ex: paraprofessional). Participating districts have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the participating districts, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.

9.4 The legal responsibilities stated herein shall survive the expiration of this Agreement.

9.5 The RDSPD's ability to serve the SSA members' and participating non-members' students will require the sharing of records. For this reason, the participating districts designate the RDSPD as a "school official" with a legitimate educational interest in the educational records of students assigned to the RDSPD. Similarly, RDSPD designates the participating districts as "school officials" with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the participating districts and the RDSPD will be maintained in accordance with the Family Education Rights and Privacy Act and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records.

10. The Agreement

10.1 This Agreement will be approved annually by the participating independent school districts.

10.2 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

10.3 This Agreement is governed by the laws of the State of Texas.

10.4 If any provision of this Agreement becomes or is held to violate any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The parties agree that all remaining provisions of this Agreement will remain in effect.

10.5 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor to that statute or regulation.

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(signature page follows)

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Brittany Gregory, Special Education Curriculum Coordinator

Date

Program Contact: Brittany Gregory
Coordinator Regional Day School Program for the Deaf
Address: Enterprise Centre, 690 E. Lamar Blvd., Suite 200
Arlington, TX 76011
(82) 867-0804
bgregory@aisd.net

Kecia Mays, Arlington ISD Board of Trustees

Date

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

Brandy Pustejovsky, Director of Special Populations

Date

Program Contact: Brandy Pustejovsky
Director Special Populations
1000 US Hwy 77 North
Waxahachie, TX 75165
(972) 932-4638
bpustejovsky@wisd.org

Dusty Autrey, Waxahachie ISD Board of Trustees

Date

Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Multi-Region Purchasing Cooperative**

Action

Background:

Waxahachie ISD has utilized the purchasing power and administrative expertise of Region 10 as a consultant in the operations of the school nutrition program for many years. The use of Region 10 as a consultant is through an interlocal agreement.

Region 10 has decided to require annual renewals of the interlocal agreement for the multi-region purchasing cooperative (MRPC) that governs their activities with all of the participating cooperative school districts in the region.

There is no cost to districts participating in the MRPC as all fees are collected from the participating vendors.

Recommendation:

Approve interlocal agreement with Region 10 for multi-region purchasing cooperative agreement for the 2022-2023 school year.



ACTION REQUIRED!
Due Date: January 29, 2022

October 29, 2021

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative

Dear Food Service Director Addressed:

Beginning with school year 2022-2023, Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") will require all Interlocal Agreements (hereinafter "Agreement") to be approved by each Contracting Entity's Board of Trustees. Completed Agreements must be submitted with proof of Board approval. R10MRPC is also utilizing an annual, single-year agreement that encompasses both membership roles and responsibilities along with bid participation for the Agreement term.

This packet includes the complete Interlocal Agreement for Contracting Entities (hereinafter the "CE") participating in the School Nutrition Programs that wish to purchase foodservice products through the R10MRPC formally procured and awarded bids. If the CE does not plan to purchase from any of the awarded bids, there is no need to complete an Interlocal Agreement.

The **Interlocal Agreement** (pages 3-10) is both a "membership and participation" agreement that commences on July 1st and extends through June 30th of the following calendar year. By signing the Agreement, you are agreeing to the General Provisions of Member Roles and Responsibilities along with your bid participation selection(s) indicating your entity's purchasing commitment. Members are now required to provide estimated quantities for each product planned on each bid category selected. This is done through a specialized software created by R10MRPC.

The Multi-Region Purchasing Cooperative is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC. Studies indicate that school districts benefit through cooperative participation with a considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continues to rise annually. Even while industry costs have increased approximately 15 percent over the past two years, the MRPC has experienced only a 9 percent or less increase for the same time-period. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising, paperwork, reduced time, and worry spent on the bidding process, as well as Industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 512-487-4597. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2022-2023 R10MRPC.

Sincerely,

Keri Warnick
Program Coordinator

Enclosures

INTERLOCAL AGREEMENT

The following Interlocal Agreement (pages 3-12) is to be completed by all contracting entities (CE) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.

This Interlocal Agreement is a one-year agreement for school year 2022-2023, i.e., July 1, 2022, through June 30, 2023. If completed, a fully executed copy will be returned to the CE and kept on file with R10MRPC.

Each CE wishing to purchase from any procured and awarded bids must complete and sign all required pages. Each CE is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase through a customized software program prior to all bid renewals or releases.

The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees and returned no later than January 31, 2022. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Contracting Entity (CE) shall be responsible for paying any vendors invoices for goods and services purchased by CE through the effective termination date.

Contracting Parties

<hr/> Region 10 Education Service Center Fiscal Agent/Coordinating Entity	<hr/> 057-950 County District Number	
<hr/> District/Contracting Entity (CE)	<hr/> CE County District Number	<hr/> TX-UNPS CE ID

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for CEs located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

MEMBERSHIP:

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formal, competitive requests for proposals (RFP's) to assist CEs with their fiscal budgetary needs. CEs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation, members are required to provide estimated quantities/forecast each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Food for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System and Safety Training (services)
7. Fresh Meats and Produce
8. Fresh Bread
9. Milk-Full Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages

LIMITATION OF AGREEMENT:

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each CE sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the CE may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because adding a CE may "materially changes the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the CE may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new CE may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the CE. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.
7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the CE. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

Membership Term. This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1st and will extend through June 30th of the following calendar year.

Membership Fees. No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. CEs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. The R10MRPC and each CE represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval acceptable to R10MRPC is required.

Cooperation and Access. Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during

normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the CE.

Primary and Secondary Contact. The CE agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the CE, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the CE. The CE reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

Defense and Prosecution of Claims. The CE authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current CE, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The CE does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the CE by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the CE shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the CE hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulation. Procurement processes and procedures are governed by applicable law and regulation.

Limitations of Liability. The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim any and all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Acceptance of USDA Foods Sent for Further Processing. The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal for the processing of selected commodity foods donated by participating members.

The R10MRPC, through the Fiscal Agent, is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

Certificate of Authority/FND-101 Form. The Texas Department of Agriculture (TDA) now requires each participating Contracting Entity (CE)/School District that plans to commit entitlement to the USDA processed commodity program, to submit an FND-101 form to allow their purchasing co-op access to view and enter commodity pounds into the participating member's TX-UNPS Food Distribution Program (FDP) account. An FND-101 form must be signed by the Superintendent or Authorized Person of the CE for each employee of the co-op. An FND-101 form needed for each R10MRPC/Fiscal Agent employee will be included with the Interlocal Bid Participation Agreement. Previously signed FND-101 forms signed and currently held at TDA are still active until the R10MRPC employee is no longer employed. At that time, R10MRPC will send a form to remove that employee from the CE's TX-UNPS file.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement trainings as group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests For Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
 - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
 - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c
 - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
 - d. Texas Education Code 44.031 relating to purchasing contracts.
 - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its CEs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
 - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.
8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
 - a. Track and assist CEs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist CEs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
 - c. Assist CEs with the utilization of carryover pounds to avoid swept inventory.
 - d. Provide CEs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
 - e. Make all surveys open to the CEs as surveys are opened by TDA.
 - f. Provide the list of commodity items to CEs for purposes of obtaining quantity requests. This is done using an online software program.
 - g. Receive quantity requests from CEs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
 - h. Provide a delivery schedule, on behalf of each CE, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each CE.

10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all CEs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
12. Provide CEs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and CEs.
14. Provide CEs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the CE.
15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
16. Act ethically always and in accordance with all federal, state, and local guidelines.

Role of the CE:

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following CE execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing on selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods or any other Annual Agreement per USDA or TDA.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the CE is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a CE in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
 - a. The CE shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
 - b. The CE shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12, ProcessorLink, Lunchline Inc., or other) on a regular basis; and report inventory issues to R10MRPC.
 - c. The CE shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.

- d. The CE shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
- e. The CE shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

BID PARTICIPATION SELECTIONS for SY 2022-2023

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/CE, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2022, through June 30, 2023.

The R10MRPC formally procures several competitive RFPs (Request For Proposal) on behalf of all participating members. Each CE member is required to complete this Bid Participation Agreement and forecast all planned products if they wish to purchase from any MRPC awarded bid during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, **please place a check mark to the left of each bid listed below that you “plan” to use during the SY 2022-2023.** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, CE members should seriously consider each selected bid as member forecasting of each product planned is required prior to each bid release.

✓	Full-Line Grocery, NOI/FFS Distributor
✓	USDA Foods For Further Processing
✓	Milk: Full-Service Delivery
✓	Fresh Bread
✓	Ice Cream Novelties
✓	Beverages - Contained
✓	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

✓	Dispensed Fruit Beverages
✓	Chips & Snacks
✓	Fresh Meats and Produce
✓	Small Wares
✓	Kitchen Chemicals & Cleaning Supplies
	Sanitation Systems & Safety Training

Please attach a complete list of all campus sites that will receive delivery:

1. Campus name
2. Campus Address
3. Campus Phone Number
4. Campus County

**Interlocal Agreement for SY 2022-2023
Signature and Authorization Form**

By signing this page, the CE confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2022, _____ and the Region 10 Education Service Center/Fiscal
District Name/Contracting Entity (CE)

As the authorized Agent for the Board of Trustees of CE, I do hereby execute and enter into this Interlocal Agreement, including Bid Participation, on behalf of CE and intend CE to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

District/CE Name	ESC Region	2021-2022 Enrollment
# Of Participating Campuses	County/Counties in Which Campuses are Located	
Printed Name: Primary Foodservice Contact	X	Date Signed
Email: Primary Contact	Signature: Primary Foodservice Contact	Phone: Primary Contact
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	
Phone: Secondary Foodservice Contact		

Board of Director Approval: Signature or Attached Meeting Minutes are acceptable.

Printed Name: Authorized Board Director	
X	
Signature: Authorized Board Director	Date Signed

Below Area: For Region 10 MRPC Use Only

R10MRPC Authorized Signature	Keri Warnick	Date Signed
Program Coordinator	R10MRPC Contact Person	972-348-1448
Title of Contact Person	Office Phone	

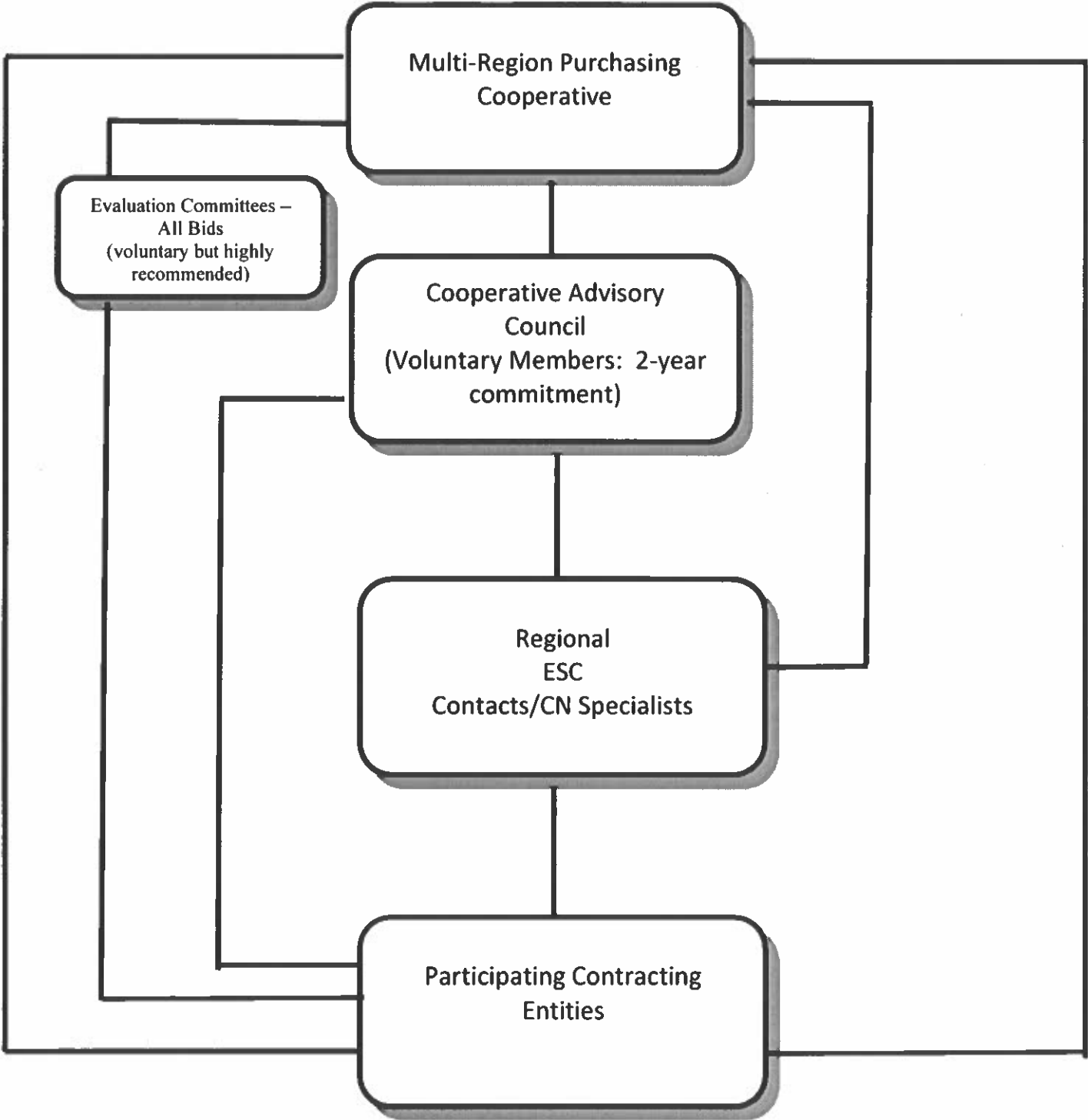
Currently Awarded RFP's: Overview

Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is a current list of offered and awarded bids along with the description and plans for SY 2022-2023.

Bid Category	SY 21-22 RFP #	Bid Description	SY 21-22 Awarded Vendor(s)	Will this bid be renewed for SY 22-23	In which Contract Year will this RFP be in SY22-23
Beverages - Container	2018-01	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	Coca Cola; Dr Pepper; Master's Distribution	No	1 of 5
Chips & Snacks	2018-04	Smart Snack approved chips and snacks for a' la carte sales	Master's Distribution	No	1 of 5
Small Wares	2018-06	All types of small wares for foodservice needs	Kirby; Pasco	No	1 of 5
Kitchen Chemicals & Cleaning Supplies	2019-02	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	EcoLab; Kirby	No	1 of 5
Full-Line Grocery, NOI & FFS	2021-02	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	Labatt	Yes	2 of 5
Milk - Full Service Delivery	2021-03	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed	Borden Dairy; Oak Farms	No	1 of 5
Fresh Produce & Raw Meats	2021-06	Fresh produce and raw meats; produce held to weekly market price	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms	Yes	2 of 5

Bid Category	SY 21-22 RFP #	Bid Description	SY 21-22 Awarded Vendor(s)	Will this bid be renewed for SY 22-23	In which Contract Year will this RFP be in SY22-23
Manufacturer Direct-to-District	2021-08	Direct delivery in large quantities to approved CEs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.		Yes	2 of 5
Dispensed Fruit Beverages	2021-11	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	Trident Beverage	Yes	2 of 5
Sanitation Systems & Safety Training	2021-15	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	SFS PortionPac; Sanitech	Yes	2 of 5

Region 10 Education Service Center
Multi-Region Purchasing Cooperative



Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Interlocal Agreement with Harris County Department of Education**

Action

Background:

This would be joining a new purchasing cooperative, Choice Partners, through the Harris County Department of Education (HCDE). This would make more vendor available to purchase goods/services from and would most immediately be used by our Child Nutrition department to purchase a replacement dishwasher for Turner Pre-K Academy.

There is no initiation fee to join Choice Partners.

Recommendation:

Approve interlocal agreement with Harris County Department of Education.

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
 5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

_____ (“LGE”)
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. **Disclaimer.** HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. **Limitation of Liability.** Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
 - Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. **No Waiver.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. **Benefit for Signatory Parties Only.** Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. **Authorization.** Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Printed Name

James Colbert, Jr.

Title

County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- School District Charter School
- County City/Municipality
- University College
- State Entity
- Governmental entity/other: _____

Waxahachie ISD
BOARD OF TRUSTEES

Date: **November 30, 2021**

Subject: **Informational Report for Bilingual & ESL Program Evaluation Reporting Period for 2020-2021**



Background:

Informational report only for the required BE-ESL Program Evaluation Summary for the 2020-21 school year. No action is required by the board.

**Due to Covid-19, many of the components for measuring English Learner progress was modified or not available.*

Limited English Proficient (LEP) Population for the last 4 years:

School Year	English Learners	Total Pop.	Percent
Current	917	10,095	9.08%
2020-21	813	9,679	8.67%
2019-20	822	9,481	8.67%
2018-19	768	8,937	8.59%
2017-18	731	8,517	8.58%

LEP Identification Numbers for 2020-21: WISD Total - 813

2019-20 LEP Student Breakdown	Totals
Bilingual/Dual Language	340
ESL	401
LEP Denials of services	72
WISD LEP Total	813

Limited English Proficient Identification Process: (LEP)

- **Home Language Survey results** - a language other than English prompts the identification process
- **Language Test** - Single Statewide Assessment - *DRC - Pre-Las & Las Links*
 - Pre-K to 1st Grade = Listening and Speaking components
 - 2nd - 12th Grades = Listening, Speaking, Reading, & Writing
- **Language Proficiency Assessment Committee (LPAC)** meets to review eligibility based on results and determine placement in Bilingual or ESL
 - Limited English Proficient (LEP) - English Learner (EL)/Bilingual Emergent (BE)
 - Bilingual Program – DL 2-Way/DL 1-Way, Transitional Late or Early exit
 - ESL Program – Content Based or Pull-Out
 - Parent Denial - student still LEP/EL/BE until student meets reclassification or exit criteria
 - English Proficient (EP) - No program unless parent chooses Dual Language Opt-in (Provided there is room)

English Learner Reclassification (Exit) Criteria for 2020-2021:

- Grades 1-12: TELPAS – Advanced High in each domain
- Grades 3-8: STAAR Reading (English)
- Grades 9-10: STAAR EOC English 1, EOC English 2
- Grades 1st/2nd & 11th/12th
- Reclassification pending TELPAS/STAAR results through the first 30 calendar days of 21-22, with some allowances of using Las Links Assessment.

Bilingual & ESL Program Evaluation

Reporting Period for 2020-2021

October 2021

2019-2020 English Learner Reclassification Criteria Chart (Revised)

At the end of the school year, a district may reclassify an English Learner (EL) as English proficient if the student has demonstrated readiness for equal participation in a general all-English instruction program with no second language acquisition supports as determined by satisfactory performance in the following assessment areas below and the results of a subjective teacher evaluation using the state's English Learner Reclassification Rubric. An English learner may not be reclassified as English proficient in prekindergarten or kindergarten as per Texas Administrative Code §89.1226(j)

	1 st /2 nd	3 rd through 8 th	9 th	10 th	11 th /12 th
English Language Proficiency Assessment	TELPAS Advanced High in each domain of Listening, Speaking, Reading, and Writing				
State Standardized Reading Assessment	Iowa Form F (Reading/Language) 40 th percentile or above	STAAR Reading (English)*	STAAR English 1 EOC*	STAAR English 2 EOC*	Iowa Form F (Reading/Language) 40 th percentile or above
Subjective Teacher Evaluation	Form: English learner Reclassification Rubric				

The LPAC shall monitor the academic progress of each student who has met reclassification criteria during the first two years after reclassification.

Summer School Program:

- 120 hours of instruction that was delivered face to face
- 39 Students – Pre-K and Kinder Bilingual and ESL
- Staff Make-up: 3 teachers

Professional Development: (No exceptions or waivers)

- **Dual Language Teachers:**
 - Dual Language Program Training
 - Dual Language Content Specific Training
- LPAC Training
- Bilingual Research Centers
- Bilingual Learning Centers Trainings
- **Secondary ESL Teachers**
 - Sheltered Instruction
 - TESOL (State ESL Conference)
 - ELPS Training
- **Dual Language and ESL teachers:** Bilingual/ESL Association of the Metroplex (BEAM) Conference
- **Region 10 BE/ESL Summer Symposium**

Bilingual & ESL Program Evaluation
Reporting Period for 2020-2021
October 2021

STAAR PROGRESS
Before and After Covid

Bilingual Students	2018-19	2019-20	2020-21
Mathematics BE STAAR 3-8 passing rate	82.7%		68.8%
Reading/ELA BE STAAR 3-8 passing rate	80.2%		69.3
Science BE STAAR 3-8 passing rate	85.5%		70.3%
Writing BE STAAR 3-8 passing rate	60%		52%
ESL Students	2018-19	2019-20	2020-21
Mathematics ESL STAAR 3-8 passing rate	73.1%		61.1%
Reading ESL STAAR 3-8 passing rate	65%		53.3%
Science ESL STAAR 3-8 passing rate	56.5%		59.2%
Writing ESL STAAR 3-8 passing rate	50.7%		48.1%
EL Denials –Not Served	2018-19	2019-20	2020-21
Math EL Denial STAAR 3-8 passing rate	73%		51.2%
Reading EL Denial STAAR 3-8 passing rate	62.2%		52.4%
Science EL Denial STAAR 3-8 passing rate	57.1%		50%
Writing EL Denial STAAR 3-8 passing rate	-		35.7%
EL STAAR EOC	2018-19	2019-20	2020-21
Algebra 1	61.9%		72.4%
Biology	63.4%		60.0%
U.S. History	70.8%		59.4%
English I and English II	27.8%		40.4%

TELPAS PROGRESS
Before and after Covid

CLOSING THE GAPS 2018-19		
English Language Proficiency		
State Target	36	
WISD	32	Did NOT Meet
		(DNM)
Campus		
Dunaway EL.	34	DNM
Wedgeworth EL.	44	MET
Howard Jr. H	17	DNM
Coleman Jr. H	21	DNM
Finley Jr. H	25	DNM
Waxahachie HS	25	DNM

CLOSING THE GAPS 2020-21		
English Language Proficiency		
State Target	36	
WISD	38	MET
Campus		
Dunaway EL.	52	MET
Wedgeworth EL.	50	MET
Howard Jr. H	28	DNM - Improved
Coleman Jr. H	20	DNM
Finley Jr. H	11	DNM
Waxahachie HS	31	DNM - Improved

English Language Proficiency is measured by TELPAS

- **TELPAS** is directly measured by the ELPS (English Language Proficiency Standards)
- **§74.4. English Language Proficiency Standards.**
 - (a) Introduction.
 - (1) The English language proficiency standards in this section outline English language proficiency level descriptors and student expectations for English language learners (ELLs). School districts shall implement this section as an integral part of each subject in the required curriculum. **The English language proficiency standards are to be published along with the Texas Essential Knowledge and Skills (TEKS) for each subject in the required curriculum.**

Needs:

- ELPS need to be published in the lesson plans like TEKS
- Need for professional development with ELPS
- Need for more ESL certified teachers
- Use of Sheltered Instruction in the classroom

Waxahachie ISD
BOARD OF TRUSTEES

Date: December 13, 2021
Subject: Report regarding Attendance,
Student Discipline & Drug Offenses:
November 2021

REPORTS

Background:

Monthly reports on student discipline, attendance, drug offenses, student drug testing and canine/metal detector searches are compiled and submitted for board and administrative review. Attached are these reports for the month of September including the first two weeks of school which were in August.

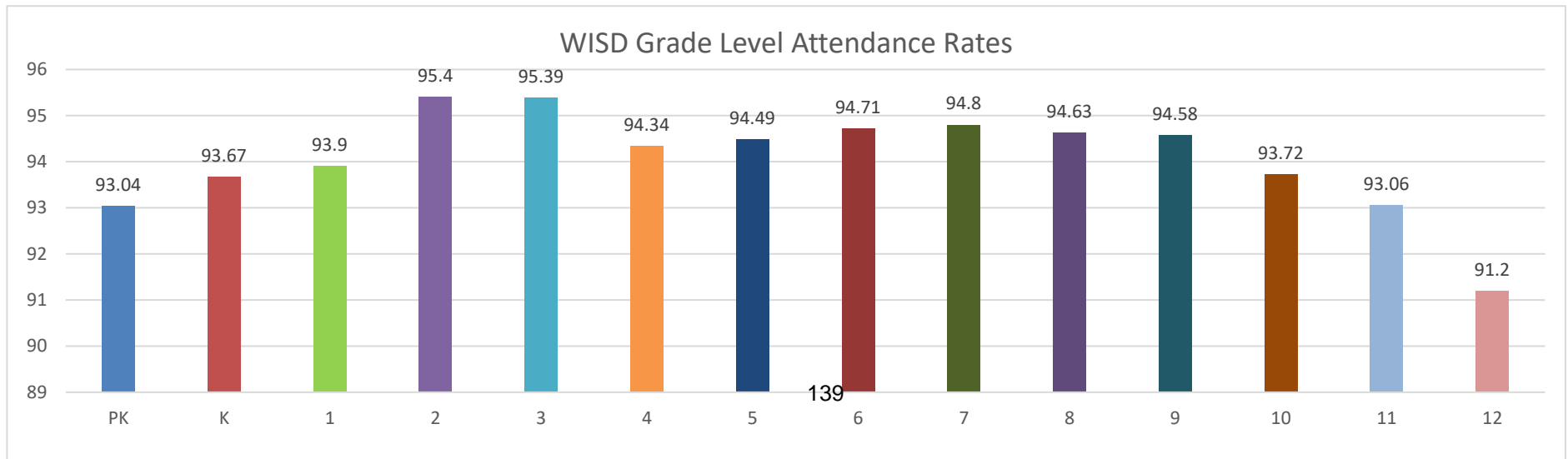
Recommendation:

Consideration of informational report regarding student attendance, student discipline, student drug offenses, student drug testing and canine/metal detector searches for the month of November 2021.

WAXAHACHIE ISD November Attendance Report

	Total ADA
Waxahachie High School	92.76%
High School of Choice	89.61%
Global High School	94.88%
Coleman Jr. High	94.57%
Finley Jr. High	94.38%
Howard Jr. High	95.15%
Clift Elementary	94.05%
Dunaway Elementary	94.79%
Felty Elementary	95.42%
Marvin Elementary	91.37%
Northside Elementary	93.64%
Shackelford Elementary	96.02%
Simpson Elementary	95.73%
Wedgeworth Elementary	95.25%
Wilemon Elementary	94.38%
Turner PreK	92.48%
 District ADA:	 94.08%

** Total ADA is calculated with different programs/students receiving different weights for attendance.
It is not a true average of campus attendance.*



WAXAHACHIE ISD
STUDENT DRUG OFFENSES
2021-22 School Year

CAMPUS	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY
WHS	3	7	4	5						
HSOC										
Global										
Coleman										
Finley										
Howard										
TOTAL										

November Discipline Data for WISD (11/5/2021 – 11/29/2021)

The discipline breakdown for Waxahachie ISD for the month of November shows discipline assignment trends for students in the district. While all categories of violations are represented in this report, specific categories of discipline infractions to note are: Possessed, sold, used or was under the influence of marihuana or other controlled substance **(04)**, Public Lewdness or Indecent Exposure **(07)**, Violation of Student Code of Conduct **(21)**, Assault against employee/volunteer **(27)**, and Fighting/Mutual Combat **(41)**.

DAEP Placements (24):

- **5** Possessed, sold, used, or was under the influence of Marihuana or other controlled substance **(04)**. *Mandatory DAEP Placement*
- **12** Violation of Student Code of Conduct **(21)**. *Discretionary DAEP Placement*
- **1** Assault against employee/volunteer **(27)** *Mandatory DAEP/Discretionary Expulsion*
- **4** Fighting/mutual combat **(41)**. *Discretionary DAEP Placement*
- **2** Public Lewdness or Indecent Exposure **(07)**. *Mandatory DAEP Placement*

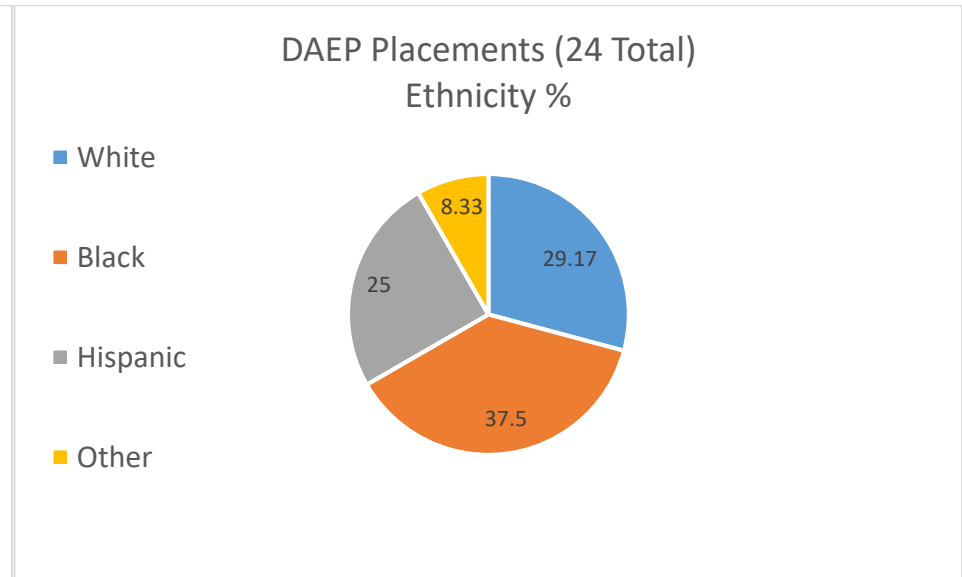
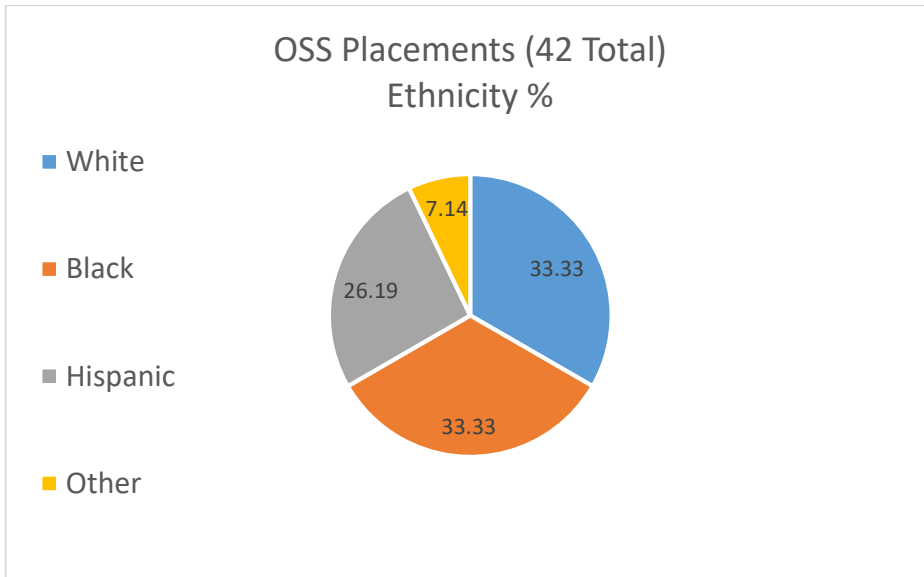
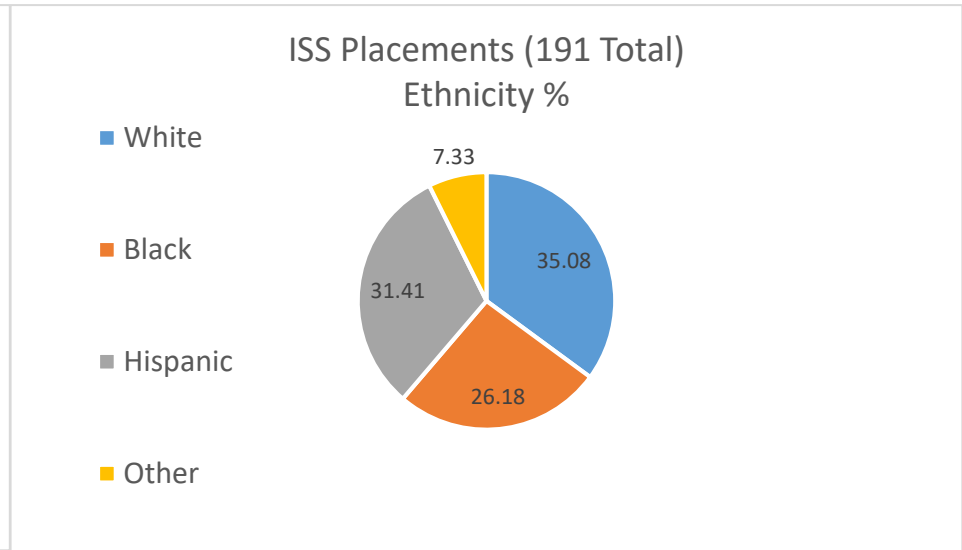
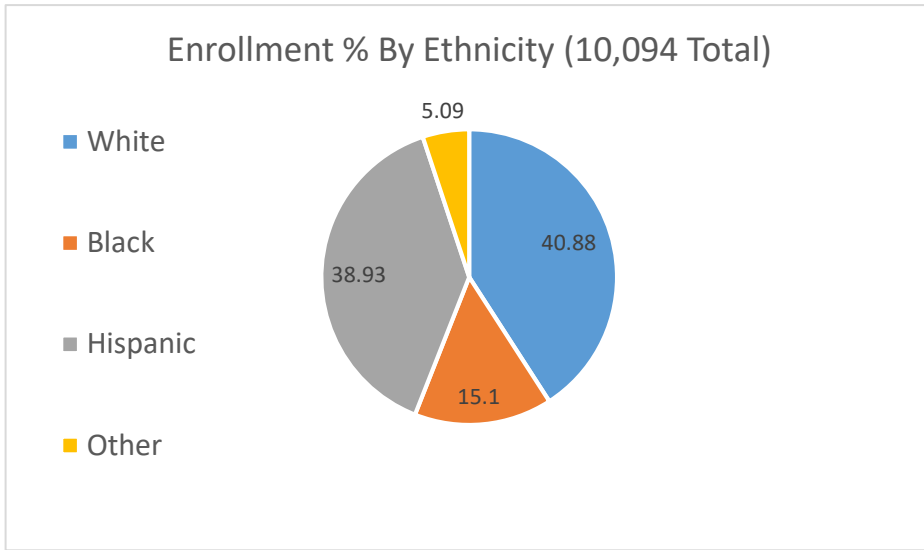
ISS/OSS Placements:

- There were **191** ISS assignments (both full and partial days) for date window. Some of these were multiple day assignments.
- There were **42** OSS assignments (both full and partial days) for date window. Some of these were multiple day assignments.

General Violations of the Student Code of Conduct:

- There were **208** general violations of the student code of conduct **(21)**.

Charting Discipline for WISD:



RANDOM DRUG TESTING – EXTRACURRICULAR SECONDARY STUDENTS

WISD's most recent round of random drug testing this school year for extracurricular students at WHS and Global HS occurred on Tuesday, November 2nd. The testing for seventh and eighth graders occurred later in the week on Friday, November 5th. The number of students tested at each campus is as follows:

WHS	52 students
Global HS	12 students
Coleman JH	12 students
Howard JH	10 students
<u>Finley JH</u>	<u>10 students</u>
Total	96 students

Two male students tested positive for THC (marijuana) at WHS. Ms. Bousquet worked with Tonya Harris to conduct the parent conferences. One additional student at WHS initially tested positive for amphetamines, but the parents of this student provided an appropriate prescription for medication containing the substance which caused the positive test results. Thus, this result will be formally characterized as negative for prohibited substances.

The three students who tested positive for THC during the month of October were retested during this session. All three students tested negative for prohibited substances during this session.

No students refused to be tested. All other results unless otherwise noted were clear.

In summation, of the 96 students tested on all secondary campuses, two students tested positive for a prohibited substance (all THC).

USAGE OF DRUG DOGS AND METAL DETECTORS

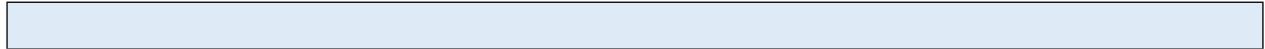
Canine narcotics and firearm detection was utilized in conjunction with metal detectors at Coleman JH, Finley JH, and Howard JH on November 4 checking 477 students total.

Canine narcotics and firearm detection was utilized in conjunction with metal detectors at Waxahachie High School, Global High School, and Waxahachie High School of Choice on November 18 checking 365 students total.

Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Report regarding maintenance work orders**



Background:

Informational report on the maintenance department's work orders from the last thirty days.

Recommendation:

Consideration of informational report on the maintenance department's work orders from the last thirty days.

Maintenance Work Order Status Report

The chart below illustrates the the speed at which the maintenance department is completing work orders they receive

Maintenance Work Order Status ending December 7, 2021

Column1	Column2	Column3	Column4	Column5
Work orders	0-15 days	16-30 days	31-45 days	46-61 days
submitted	296	624	1081	1516
open	100	20	6	0
closed	196	598	1075	1516
%complete	66.21%	95.83%	99.44%	100.00%

The chart below represents the number of work orders in the 61-90-day column and their current status.

location	requested work	action taken
none	none	none

Waxahachie ISD
BOARD OF TRUSTEES

Date: January 10, 2022

Subject: ESSER III Update

Report

Background:

As required by the ARP Act, we are presenting a semi-annual update on our approved ESSER III plan.

Awarded amount: \$8,852,388 (+\$2,860)

Due to accounting error in another state, additional funds were made available for ESSER III awards.

Budgeted Expenditures

Payroll and Benefits: \$4,403,392 (+\$2,860)

Accomplishments:

- Awarded \$1,000 retention incentives to employees who returned from the 2020-2021 school year in recognition of their hard-work and dedication to ensuring we could safely provide in-person instruction.
- 158 staff receiving stipends for accelerated instruction to students with the goal of eliminating any learning loss/learning gaps from the pandemic school years.
- Increased compensation for substitutes completing more than 5 assignments a month.

Professional & Contracted Services: \$1,543,599

Accomplishments:

- PLC professional development for teaching staff

Supplies and Materials: \$2,905,397

Accomplishments:

- Purchased supplemental materials for literacy, science, social studies, and math

ESSER III

Elementary and Secondary School Emergency Relief

The ESSER III Grant Program was authorized by the American Rescue Plan (ARP) in March 2021 to address the impact of COVID-19 in elementary and secondary schools. Waxahachie ISD's entitlement was \$8,849,529. This preliminary spending plan was used to apply for the grant funds and was developed with stakeholder input and prioritized according to survey feedback. The period of availability of ESSER III funds extends to September 2024. Therefore, this plan includes the proposed costs for a three year plan.

\$4.1
MILLION

STUDENT LEARNING LOSS

- After-school tutoring stipend for tutors at elementary and secondary campuses
- Expand summer school to meet the needs of students at-risk
- Increase small group instruction by hiring additional trained tutors at all grade levels
- Online programs to track intervention effectiveness
- Online learning programs to provide more opportunities to practice and master grade level skills
- Additional instructional materials to enhance classroom instruction

\$600
THOUSAND

STUDENT MENTAL HEALTH

- Expand the current mental health program for elementary and secondary campuses by hiring additional mental health counselors
- Embed mental health counseling lessons at elementary campuses

\$8,849,529

\$1.6
MILLION

STAFF RETENTION

- Staff retention incentive for staff who were employed during the pandemic period and returned for the 2021-22 school year

\$2.5
MILLION

TECHNOLOGY EXPANSION

- Purchase additional technology devices to expand and enhance the district's 1:1 initiative

Waxahachie ISD
BOARD OF TRUSTEES

Date: **December 13, 2021**

Subject: **Annual Financial Audit Report**

Action

Background:

Kirk Evans, CPA will be here to present the annual financial audit report for the fiscal year ended August 31, 2021.

Recommendation:

Approve annual financial audit report for the fiscal year ended August 31, 2021.

Waxahachie ISD
BOARD OF TRUSTEES

Date: December 13, 2021

Subject: Consideration and Possible Action on the Vision and Core Values for Waxahachie ISD

Background:

In the fall of 2021, the district contracted with CSG for the purpose of articulating the Vision Statement and a set of Core Values for Waxahachie ISD (WISD). District leadership initiated an extensive “listening” process with the WISD community in order hear the opinions, concerns, hopes, and dreams of all stakeholders.

The “Visioning” process included:

- A Visioning Kick-Off Event at Waxahachie High School
- A Visioning Survey that was open to all members of the community (2420 responses were received)
- Extensive hour-long interviews were conducted with 60 community and school stakeholders
- A day-long feedback workshop with 15 secondary students
- A 24-hour, two-day Vision Alignment Workshop with a team of 30 stakeholders in which a draft Vision Statement and set of Core Values were crafted

The Vision Statement and Core Values will guide the work of all facets of Waxahachie ISD for the next several years. They provide direction and articulate the expectations and desires of our parents, students, staff, community leaders, business leaders, and patrons.

Members of the Vision Alignment Team will present to the Board an overview of the Visioning process as well as the specific recommendations for the Vision Statement as well as the Core Values for WISD.

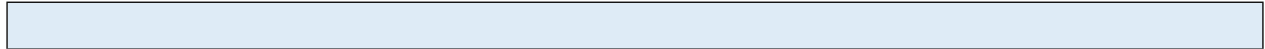
Recommendation:

Administration that the Board of Trustees approve and officially adopt the Vision Statement and Core Values as presented.

Waxahachie ISD
BOARD OF TRUSTEES

Date: December 13, 2021

Subject: **TRS Health Insurance**



Background:

Ryan Kahlden will detail the district's decision to continue participating in the TRS-ActiveCare health insurance program and discuss upcoming steps to be taken to re-evaluate all options.

Recommendation:

That the district continue participating in the TRS-ActiveCare health insurance program.