



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

**Regular Meeting, Workshop, and Public  
Hearing | AGENDA**  
**Monday, August 8, 2022**  
**4:30 PM**  
**Live Stream:**  
<https://www.youtube.com/waxahachieisd>

A Regular Meeting, Workshop, and Public Hearing of the Board of Trustees of Waxahachie Independent School District will be held Monday, August 8, 2022, beginning at 4:30 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. BOARD WORKSHOP.
  - A. 2022-2023 Budget workshop #3. 4
- III. 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.
- IV. RECONVENE TO OPEN SESSION.
  - A. Invocation and Pledges of Allegiance to the American and Texas Flags.
  - B. Recite Vision and Core Values.
- V. RECOGNITIONS.\* 5
- VI. OPEN FORUM: Hearing of individuals or committees.\*\*
- VII. Action item: Consideration with possible action to approve the hire of the Director of Special Populations. 6
- VIII. Action item: Consideration and possible approval to hold a public hearing discussing the possibility of becoming a District of Innovation. 7
- IX. OPEN PUBLIC HEARING.
  - A. Discussion regarding WISD becoming a District of Innovation. 8
- X. CLOSE PUBLIC HEARING.
- XI. REPORTS.
  - A. Superintendent's Report. 9
  - B. Semi-annual ESSER III informational report. 10
  - C. Informational report on summer maintenance projects. 11
  - D. Informational report on technology devices. 12
  - E. Informational report and update on the Schools of Choice. 13

F.	Informational report regarding safety and security.	14
XII.	CONSENT AGENDA.	
A.	Consideration and approval of Minutes from previous meetings.	23
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.	27
C.	Informational report on the Maintenance Department's work orders.	55
D.	Consideration and possible approval of landscape improvements at the Ron Appleton Agriscience facility to be donated by Emily Price.	57
E.	Consideration and possible approval of naming the DEIC to serve as the Innovation Plan committee.	58
F.	Consideration and possible approval of the 2022-2023 school year grading guidelines.	59
G.	Consideration with possible action to appoint school marshals who have been certified as eligible by the Texas Commission on Law Enforcement pursuant to WISD Board Policy CKEB (Legal) and Section 37.0811 of the Texas Education Code.	73
H.	Consideration with possible action to approve the proposed tax rates for the purpose of conducting a public hearing on the proposed budget and tax rate.	74
I.	Consideration and possible action to approve the financial audit for the 2021-2022 school year.	75
J.	Consideration and approval of possible new and/or modified positions.	83
K.	Consideration and possible action to approve salary and stipend schedules for the 2022-2023 school year.	84
L.	Consideration with possible action to approve the 2022-2023 certified list of appraisers as presented.	85
M.	Consideration with possible action to approve the 2022-2023 MOU between Navarro College and Waxahachie ISD (Global High School).	88
XIII.	ACTION ITEMS.	
A.	Consideration to approve TASB Board Policy Update 119 with changes affecting Waxahachie ISD local policies CPC, DMA, EHAA, EHB, EHBAA, EHBB, EIF, FFBA, and FFH.	110
B.	Consideration to approve the resolution and agreement between Waxahachie ISD and Texas A&M AgriLife Extension/4-H as presented.	142
C.	Consideration and possible action to approve a contract with Booknook for high dosage reading tutoring.	148
XIV.	ADJOURN.	

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

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

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

\*\*In accordance with state law, public comment may not be used to voice a complaint involving the naming of specific individuals, including but not limited to the names of district employees or students, even if the matter is listed on the agenda. Additionally, no information that

may be reasonably linked to an individual person may be spoken about during public comment. All complaints may be directed through the appropriate administrative channels before being presented to the Board:

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

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

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Budget Workshop #3 2022

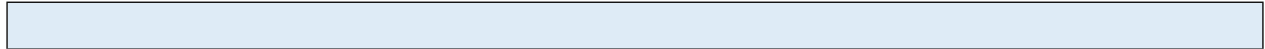


Ryan Kahlden will conduct a budget workshop with the Trustees regarding the development of the 2022-2023 proposed budget.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Recognitions



Pledges will be led by WHS freshman Tatum Averett and Olivia Chavarria.

This month, we will recognize the following:

- Webmaster Shelly Murphree, for the recent website redesign project
- Security officers Trey Marsh, Tim Oldfield, Rob Rehkopf, and Reagan Resendez for exceptional work

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** New Hire



Recommendation:

To hire Special Education Director

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Possibility of becoming a District of Innovation



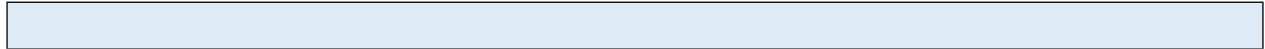
**Recommendation:**

Board approves a Board Resolution to hold a public hearing to discuss the possibility of becoming a District of Innovation

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Open public hearing



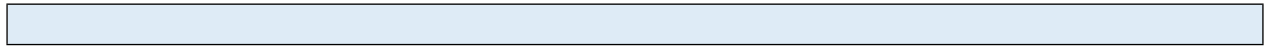
**Recommendation:**

Conduct a public hearing to discuss WISD becoming a District of Innovation

Waxahachie ISD  
BOARD OF TRUSTEES

**Date:** August 8, 2022

**Subject:** Superintendent's Report



**Report:**

Dr. Jerry Hollingsworth will provide to the Board an overview of major activities related to leadership and learning throughout the district. This month's Superintendent's Report will include:

- An overview of the major professional development activities taking place in preparation for the beginning of the school year
- An overview of plans related to the work of the Long-Range Planning Committee for the fall of 2022

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** ESSER III Update



This is the required semi-annual update on the status of our programs funded using ESSER III funds.

All of the information being shared tonight can be located on our ESSER III webpage (<https://www.wisd.org/Page/1116>).

The overall utilization plan of our ESSER III funds remains the same with:

- \$4,100,000 to address student learning loss
- \$600,000 to address mental health
- \$1,600,000 to address staff retention
- \$2,500,000 to address technology expansion and upkeep

To date, we have spent approximately \$3.9M of our \$8.9M award, or approximately 43.82% of our awarded funds. While this is a large percentage, the staff retention incentive was a one-time expenditure of these funds and accounts for approximately \$1.3M of these funds.

There will be some spending modifications as some of the products and services that the district is utilizing with these funds have either seen pricing increases and some contingency funds will be used to see these products and services continue to be utilized.

The next ESSER III update will be in January 2023.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Maintenance Project Update



During the summertime, the Waxahachie ISD Support Services department is hard at work repairing, maintaining, and improving the instructional campuses of the district preparing for the new school year. Tonight, Stephen Mott will show some of the progress the district has made with regards to flooring, painting, roofing, and other maintenance projects that are currently ongoing or have been completed this summer.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Technology Update



At the June 13 meeting, Trustees approved a purchase request not to exceed \$225,000 for technology devices. At the time of the presentation, we had quotes that led indicated a purchase of approximately 385 devices for the maximum dollar amount requested. These devices were proposed to be approximately 135 teacher devices, 200 student devices, and 50 lab devices.

After the meeting, the respective vendors were contacted about ordering the quoted products and one vendor notified us that they could not honor the quoted pricing due to an apparent error what was quoted. After going back and forth with the vendor, the district was able to secure a competitive quote from another vendor for a similar product.

In addition to the substitution of planned device purchase, the district was also able to honor our core value of choice with regards to the teacher device. There will be a limited quantity of two different devices offered to staff on a first come first served basis.

In total, the district was able to secure 539 devices for \$224,439 under the authority granted by the Trustees in June. Below is a table showing the original expectation of devices compared to what was ultimately secured:

Device	Original Quantity	Updated Quantity	Total Price
Teacher Device – A	135	80	\$ 53,803
Teacher Device – B		88	\$ 74,624
Student Devices	200	321	\$ 75,833
Lab Devices	50	50	\$ 20,179
Totals	385	539	\$ 224,439

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Informational Report for Schools of Choice and Transportation Hubs



Informational report and update of the Dual Language Expansion program at Howard Junior High and The Marvin Biomedical Academy. We value choices because they make us unique and are critical to learning. These schools of choice are program additions at our elementary and secondary levels in response to community and parent requests.

Informational report and update on progress at Marvin Biomedical Academy.

Informational report and update on progress at Howard Junior High Dual Language Program.

Waxahachie ISD  
BOARD OF TRUSTEES

**Date:** August 8, 2022

**Subject:** Safety & Security Update



Report:

In the wake of the Uvalde tragedy, Governor Greg Abbott issued a charge to both the Texas Education Agency (TEA) and the Texas School Safety Center (TSSC) to design and develop a partial targeted safety audit for school districts to fulfill this summer prior to the commencement of the 2022-23 school year. TEA and TSSC jointly issued a letter to school districts on June 30 in fulfillment of Governor Abbott's expectations.

Throughout the month of July, the WISD Safety and Security Team worked tirelessly to address the fullness of the expressed directives of TEA and TSSC to conduct the partial targeted safety audit and exterior door safety audit. Additionally, the District Crisis Management Team conducted one regular meeting and one special meeting this summer to analyze and address all protocols related to safety and security prior to the beginning of the upcoming school year.

WPD SRO Lt. Josh Oliver and Lee Auvenshine will present a report regarding the district's efforts to fulfill all safety and security expectations and answer questions during the August 8 Board Meeting.



GOVERNOR GREG ABBOTT

June 6, 2022

Pete Blair, Ph.D.  
Executive Director  
ALERRT Center  
Texas State University  
601 University Drive  
San Marcos, Texas 78666

Dear Dr. Blair:

All Texans join with the families and community of Uvalde in mourning their loss. We sadly recognize we cannot do anything to bring back the precious lives that were taken; however, we must do everything in our power to prevent the same tragic ending from happening again. An important part of these prevention efforts must focus on the proper training of law enforcement and school administrators on how to respond when they face the threat of an active shooter on their campus.

The Advanced Law Enforcement Rapid Response Training Center (ALERRT) at Texas State University has trained more than 200,000 first responders across the nation. This vital training is an effective tool in responding to active attack situations. ALERRT provides the best research-based active shooter response training in the nation, and your work helps save lives and protect our communities.

Texas can benefit from the expertise that your organization offers. I request that you provide a debrief of the Uvalde school shooting and other relevant situations to school administrators, law enforcement personnel, and other decision makers charged with school safety in all of our public schools. This discussion will serve as a solemn reminder of the necessity for constant vigilance in every school hallway and classroom and the need for the active shooter training you provide.

Additionally, I direct that you deploy your nationally recognized active shooter training to all Texas school districts, prioritizing school-based law enforcement. That training must begin before the next school year begins. This vital training, which is delivered by veteran first responders with proven experience in active attack response and police training, will help law enforcement on school campuses better respond to these situations. I know that certified trainers within the Texas Department of Public Safety stand ready to help provide this life-saving training to campuses across the state as quickly as possible.

Pete Blair, Ph.D.

June 6, 2022

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Thank you for the work you do in providing this important service to the state. We must continue to bolster our efforts to protect innocent lives with every tool we have available to us.

Sincerely,

A handwritten signature in black ink that reads "Greg Abbott". The signature is written in a cursive, flowing style.

Greg Abbott  
Governor

GA:shd

cc: Colonel Steven McCraw, Director, Texas Department of Public Safety  
The Honorable Mike Morath, Commissioner, Texas Education Agency  
Dr. Brian McCall, Chancellor, Texas State University System



GOVERNOR GREG ABBOTT

June 1, 2022

Kathy Martinez-Prather, Ph.D.  
Director  
Texas School Safety Center  
Texas State University  
415 North Guadalupe Street #164  
San Marcos, Texas 78666-5719

Dear Dr. Martinez-Prather:

The work and trainings provided by the Texas School Safety Center (TxSSC) has reached thousands of schools and instructors and has benefited millions of Texas schoolchildren. The school law enforcement training and behavioral threat assessments are tools which are critical in striving to prevent tragedies in the future. However, the tragedy at Robb Elementary School last week requires us all to do more.

Though much has been done, there is a clear, convincing, and urgent need to continue and expand upon the work the TxSSC and school districts across the state are doing. The State must work beyond writing words on paper and ensuring that the laws are being followed; it must also ensure that a culture of constant vigilance is engrained in every campus and in every school district employee across the state. To begin that process I request you do the following:

Under state law, school districts are required to create School Safety and Security Committees. These groups are required to meet three times a year, and generally one meeting occurs during the summer. Please contact every ISD immediately to communicate the expectation that all districts will ensure the District Safety and Security Committee will meet this summer and that before the start of the 2022-2023 school year, each district will:

1. Ensure their [School Safety and Security Committee](#) meets to review their Emergency Operations Plan and address any campus safety needs. This includes reviewing their [Active Threat](#) plan.
2. Ensure the [School Behavioral Threat Assessment Team](#) is trained and has reviewed procedures for each campus.
3. Ensure that all staff and substitutes are trained on their specific district and campus safety procedures and that all [drills](#) are scheduled *before* the start of the next school year.
4. Conduct an assessment of their access control procedures, such as single access points, locked instruction room doors, visitor check-in procedures, exterior door locks, etc.
5. Complete these efforts by September 1, 2022, and certify this data to the TxSSC by September 9, 2022.

Kathy Martinez-Prather, Ph.D.

June 1, 2022

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The TxSSC will provide a progress report of these findings to the Office of the Governor and the Legislature by October 1, 2022. I will work with TxSSC, the Texas Education Agency (TEA) and the Texas Legislature to hold accountable any districts that do not meet these requirements.

Additionally, I am charging the TxSSC, in coordination with TEA, to develop and implement a plan to conduct random inspections to assess access control measures of Texas school districts. Among other reviews, your team should begin conducting in-person, unannounced, random intruder detection audits on school districts. Staff should approach campuses to find weak points and how quickly they can penetrate buildings without being stopped. This will help determine if schools are prepared to implement and follow the EOPs they have already submitted to the state. This will improve accountability and ensure school districts are following the plans they create.

Also, the TxSSC should immediately begin working with my office and the Legislature on recommendations to improve current security systems and determine the funding necessary to continue the work of hardening our schools against outside threats. This issue will no doubt be at the forefront of the next Legislative Session. You have my full support to make recommendations for consideration by the Legislature. To the extent you need additional resources to accomplish the tasks outlined in this letter, I will work with leaders in the Texas Senate and House and state agencies to ensure you have those resources.

Finally, Senate Bill 11, passed in the 2019 Legislative Session, gave the TxSSC significant additional authority to audit School Safety Emergency Operations Plans (EOPs). If a school district fails to satisfactorily submit an EOP, they are required by state law to hold a meeting to notify the public of their noncompliance. If they fail to do that, the TEA can take over school leadership and ensure the district takes these responsibilities seriously. I will work with TEA to hold accountable any ISD that is not in compliance with these standards.

Again, I want to thank you for your work. Though we have all made significant progress, even one failure is unacceptable. Texans have never shirked away from a challenge, and I know with the support of state leadership, we can continue the work of improving each student's experience in our schools.

Sincerely,



Greg Abbott  
Governor

GA:shd

cc: The Honorable Mike H. Morath, Commissioner  
Texas Education Agency

<b>DATE:</b>	<b>June 30, 2022</b>
<b>SUBJECT:</b>	<b>Required School Safety Action Steps This Summer</b>
<b>CATEGORY:</b>	<b>School Safety</b>
<b>NEXT STEPS:</b>	<b>Begin actions related to safety audits, including exterior door safety audits</b>

## Overview

The Texas Education Agency (TEA) and the Texas School Safety Center (TxSSC) are committed to supporting local educational agencies (LEAs) in their efforts to improve the safety and security of school facilities for staff, students, and visitors. On June 1 and 2, Governor Abbott charged [TxSSC](#) and [TEA](#) with a set of directives to support the safety and security of public schools.

Under Governor Abbott’s leadership, TEA and TxSSC are planning a set of actions that will collectively improve the level of safety at all Texas public schools. This correspondence is being issued to LEAs to provide guidance related to actions LEAs must take prior to the start of the new school year that will make their campuses more secure. This correspondence is also intended to share information about the supports available now and those that are coming in the weeks and months ahead.

All Texas LEAs must take the following actions prior to the start of the new school year:

- Conduct a Summer Targeted Partial Safety Audit (see below)
- Conduct an Exterior Door Safety Audit (see below)
- Convene the LEA’s Safety and Security Committee to review:
  - the multi-hazard emergency operations plan (EOP)
  - and, as a component of the EOP, the LEA’s active threat plan
- Ensure all campus staff (including substitutes) are trained on their specific LEA and campus safety procedures
- Schedule all mandatory drills for the school year
- Ensure all threat assessment team members are trained
- Review and, if necessary, update access control procedures
  - For the new school year, access control procedures must include exterior door sweeps (ensuring doors are closed and locked) at every instructional facility at least once each week while instruction is being conducted.

Under authority of Texas Education Code (TEC), Section 37.207, LEAs are required to respond to a survey issued by TxSSC to certify each of the above items have been completed by

September 1, 2022. To ensure clarity of expectations, LEAs can review [this document](#) to see each of the survey questions they will be asked. The survey will be open no later than September 1, 2022, and **responses will be due no later than September 9, 2022.**

Moving forward, we want to ensure LEAs are aware of a few other actions planned:

TEA will be issuing a proposed rule based on authority in TEC, Sections 7.061 and 37.115, that will require all LEAs in Texas to ensure all instructional facilities meet certain facilities standards and that certain related procedures are followed on an ongoing basis. The rule is intended to apply to all district and charter school instructional facilities, whether leased or owned and regardless of construction date, and will similarly reinforce the requirements noted above.

With any new requirements that may be imposed, our goal is to provide support to assist LEAs in meeting these requirements. A few items of note:

- TEA will open a data collection allowing LEAs to submit information on any facility components that are not in compliance with these to-be-proposed facility standards, along with estimated costs to remedy the compliance. **This information will be compiled and submitted to the Texas Legislature for purposes of requesting funds for LEAs.**
- As described in [this correspondence](#), some funds are available immediately for needed facility improvements under the recently extended SB500 school safety grants.
- As noted [here](#), additional funds have just been approved by Governor Abbott and legislative leadership for silent panic alert systems for schools. We are currently working on the details of this grant and will provide more information as soon as it is available.
- Given the need for school systems to update their access control procedures to include weekly exterior door sweeps, TEA also plans to share tools and best practice examples gleaned from Texas LEAs on how to manage weekly exterior door sweeps in the most efficient manner possible.
- Additionally, on Monday, June 6, 2022, TxSSC issued [this correspondence](#) that included a host of resources designed to help LEAs ensure compliance with all these required summer safety actions.

Beyond these actions focused on preparing for the beginning of the new school year, under Governor Abbott's leadership, TEA, TxSSC, and other state agency partners are working on additional actions to provide more support to improve school safety. This includes efforts to expand technical assistance for emergency operations plan development, conducting threat assessment protocols, expanding availability of school-based law enforcement, improving the efficacy of drills and incident preparedness exercises, and supporting LEA efforts in implementing multi-tiered system of supports. Expect more information on these topics as the supports become available.

## Summer Safety Audit Guidance & Tools

As part of immediate actions to improve campus safety around the state, all LEAs are expected to conduct a targeted safety audit before the start of the school year. To guide this process, TEA and TxSSC are providing the [Summer Targeted Partial Safety Audit Tool](#). This tool is a limited scope version of the TxSSC School Safety and Security Audit tool, including about 50 questions to be considered for each LEA instructional facility, with roughly half of the questions related to campus procedures and the other half related to campus physical plant. The tool also includes an optional companion guide to help guide reflections and considerations as LEAs audit the effectiveness of their approach to school safety.

As part of the targeted summer partial safety audit, LEAs must inspect every exterior door of each of their instructional facilities. The purpose of this inspection is to verify that every exterior door of instructional facilities closes and locks as intended to ensure appropriate levels of campus security. With this audit performed, LEAs can begin taking steps immediately to remedy any issues found. To assist in conducting this audit, TEA is providing a template [Exterior Door Safety Audit Tracker](#) tool. This tool has been designed to establish a short checklist for each door, to verify it is functioning as intended for minimum security, or determine if it is in need of maintenance.

To help LEAs better understand how both of these tools can be used, TEA is hosting a Summer 2022 Safety Audits Webinar on Monday July 12 at 12:00 noon. [Register for the Summer Safety Audit Tracker webinar here](#).

It should be noted that the information collected from the Exterior Door Safety Audit, the Summer Targeted Partial Safety Audit, and the TxSSC September survey are all part of a school's safety and security audit and not subject to disclosure under Ch. 552, Government Code, pursuant to TEC, Sections 37.108, 37.2071, and other relevant statutory provisions. This disclosure exception continues to apply when this information is shared with TEA and TxSSC. Neither TEA nor TxSSC will publicly disclose any individual LEA information found in these data but will only provide aggregate state-level data summaries. However, per TEC, Section 37.108(c-2), the public disclosure exception may not apply to requests to determine whether information was gathered and whether there was compliance with required processes.

In accordance with TEC, Sections 37.108 and 37.109, the results of these audits shall be reviewed by each school safety and security committee at an upcoming meeting, and can be reviewed in executive session. The Summer Targeted Partial Safety Audit and Exterior Door Safety Audit do not replace the comprehensive safety and security audits required once every three years by TEC, Section 37.108. Each LEA should continue to conduct a full safety audit locally as planned. However, LEAs will be required to certify that the Summer Targeted Partial Safety Audit and Exterior Door Safety Audit have been completed in their September 2022 report to the TxSSC, as outlined in the [TxSSC Letter to Superintendents](#). LEAs must locally

retain all completed copies of their Summer Targeted Partial Safety Audit and Exterior Door Safety Audit in accordance with local record retention policies.

### **Final Note**

Please know that both TEA and the TxSSC stand ready to support LEAs as they work to make school facilities safer and more secure for staff, students, and visitors. We have posted some of these school safety resources at: <https://tea.texas.gov/texas-schools/health-safety-discipline/safe-and-supportive-schools/school-safety-resources>. And if you have any questions, please contact:

TEA: [safeschools@tea.texas.gov](mailto:safeschools@tea.texas.gov)

TXSSC: [txssc@txstate.edu](mailto:txssc@txstate.edu)

We understand that the safety of students and staff is always the top priority of Texas public school systems. While the requirements described herein may be new to a few, we know that most schools in Texas are already implementing these actions and more to keep our students and staff safe. We hope that the added support provided by the state, both financial and technical, will help further the efforts you are implementing locally to ensure every one of our campuses is both safe and supportive for our students and staff.

Yours in Service,

Mike Morath  
Commissioner, Texas Education Agency

Kathy Martinez-Prather  
Director, Texas School Safety Center

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Minutes of July Meetings



**Background:**

The following minutes are included for the Board:

July 18, 2022

July 25, 2022

**Recommendation:**

The minutes listed above be approved as presented.

**Minutes July 18, 2022**  
**Board of Trustees Regular Meeting**  
**Waxahachie Independent School District**

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The Board of Trustees of the Waxahachie Independent School District met July 18, 2022, in the school district boardroom. President Dusty Autrey called the meeting to order at 5:00 pm. All trustees except for John Rodgers were present. WISD Superintendent Dr. Jerry Hollingsworth, General Counsel Lee Auvenshine, Executive Director of Curriculum and Instruction Dustin Binnicker, Assistant Superintendent for Elementary Leadership, and Public Relations Director Jenny Bridges, as well as other administrators, were also present.

The Board entered closed session at 5:00pm. The Board reconvened to Open Session at 5:53 pm to begin the regular board meeting.

Trustee Clay Schoolfield gave the invocation.

WHS freshman students Mandy Starnater and Clayton Hollingsworth led the pledges to the American and Texas flags.

Five community members spoke in Open Forum-Nora Crist on the pay for substitute teachers, Wess Winn, Brandon King, and Dan Morton on the hiring of the new baseball coach, and Matt Authier for his appreciation of the district and all the staff for the wonderful job they do to support his children.

The Board recognized the following this evening:

- Texas Association of Future Educators students Makenae Stone and Kyrie Richmond, who placed second in the Education Rising competition along with several students who recently received their educational aide certifications.
- Natalie Auvenshine for being a state semi-finalist in the FFA program of Speaking Development of Soil Stewardship
- Global High Principal Ken Lynch recognized his assistant principal as being named the 2022 Region 10 assistant principal of the year
- The Education Foundation board for their service to the WISD students and staff
- Trustee Kim Kriegel for graduating from the TASB Leadership program

Dr. Hollingsworth provided the Board with his monthly Superintendents report which included on the TASB Summer Leadership Institute, training that is happening for staff throughout the summer, and important back to school dates.

General Counsel Lee Auvenshine updated the Board on TASB Board Policy 119. The Board also received information from Director of Student & Campus Services Jacob Perry regarding student attendance, discipline, drug offenses, and drug prevention measures for the 2021-2022 school year. The data shows that the district's discretionary DAEP placements have decreased significantly

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

- A. Minutes from previous meetings
- B. A called meeting on August 29, 2022 for a public hearing and adoption of the 2022-2023 budget and tax rates
- C. Monthly financial reports
- D. Informational report on maintenance department work orders
- E. Naming the district's CFO and Director of Accounting as investment officers for the district
- F. The 2022-2023 Student Code of Conduct
- G. Informational review of the 2022-2023 Student Handbook
- H. Credit by Examination dates for the 2022-2023 school year
- I. Solution Tree contract for PLC coaching for focus campuses
- J. MOU with Navarro College for dual credit instruction
- K. Shared services agreement for physical therapy services for special education students
- L. New and/or modified positions

**ACTION ITEMS:**

- A. Trustee Kim Kriegel made a motion to approve the bid from Honey's Roofing to replace the roof of Marvin Biomedical Academy for a price not to exceed \$570,000. Trustee Debbie Timmermann seconded and the motion passed 6-0.

The Board then convened into closed session for a second time at 6:47PM to discuss action item B. the extension of the Superintendent's contract.

Please let the record show that Trustee John Rodgers arrived sometime during the second closed session. The Board reconvened at 11:13PM.

- B. Board President Dusty Autrey stated that no action would be taken at this time

Trustee Judd McCutchen made a motion to adjourn. Trustee Debbie Timmermann seconded and the motion passed 7-0. The meeting adjourned at 11:14PM.

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Dusty Autrey, President

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Melissa Starnater, Secretary

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Date

**Minutes July 25, 2022**  
**Board of Trustees Called Meeting**  
**Waxahachie Independent School District**

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The Board of Trustees of the Waxahachie Independent School District met July 25, 2022, in the school district boardroom. President Dusty Autrey called the meeting to order at 5:00PM. All trustees except for Judd McCutchen were present. WISD Superintendent Dr. Jerry Hollingsworth, Assistant Superintendent for Secondary Learning Dr. David Averett, Assistant Superintendent for Elementary Learning Lisa Mott, Chief Financial Officer Ryan Kahlden, General Counsel Lee Auvenshine, Executive Director of Teaching, Learning and Innovation Dustin Binnicker, Chief Human Resource Officer Monica James, and Public Relations Director Jenny Bridges, as well as other administrators, were also present.

Board President Dusty Autrey called the meeting to order at 5:00pm and announced and read the appropriate verbage stating that Trustee Judd McCutchen was not physically present but instead attending virtually. The Board entered closed session at 5:01pm. The Board reconvened to Open Session at 7:37PM to begin the called board meeting.

Jackie Mims and Adrian Cooper spoke in open forum on their adoration for the way Superintendent Dr. Jerry Hollingsworth has directed the community, staff, and students' in WISD over the last year.

**ACTION ITEMS:**

- A. Trustee Debbie Timmermann made a motion to approve the extension of the Superintendents current contract by 1 year for the 2024-2025. Trustee Kim Kriegel seconded and the motion passed 7-0.

Trustees Melissa Starnater, Kim Kriegel, and Debbie Timmermann made comments to the audience thanking Dr. Hollingsworth for the great strides he has made in 11 months as Superintendent of WISD.

Trustee Kim Kriegel made a motion to adjourn. Trustee Melissa Starnater seconded and the motion passed 7-0. The meeting adjourned at 7 :54PM.

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Dusty Autrey, President

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Melissa Starnater, Secretary

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Date

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Budget and Finance

Background:

General Operating Cash Position Report, Cash Projection Reports, followed by reports showing cash position for multiple funds including General Operating, Interest & Sinking, Capital Projects, and Enterprise Funds. Investment Reports for all funds are included. Revenue and Expense reports are shown by summary and by function and object.

Also presented are Purchase Orders over \$50,000, Budget Transfers/Revisions, and the Bid Report for Board consideration and approval.

Recommendation:

Review and approve the monthly Financial Reports as presented.

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

**GENERAL OPERATING  
CASH POSITION  
AS OF JUNE 2022**

Actual Invested Funds:	\$29,033,354.57
Actual Cash Balance:	<u>\$ 810,096.67</u>
<b>Total Cash Balance (June 2022):</b>	<b>\$29,843,451.24</b>
Estimated July 22 Tax Revenue:	\$ 175,840.00
Estimated July 22 State/Other Revenue:	\$ 5,275,400.00
Estimated July 22 Payroll Expenses:	\$ -7,096,800.00
Estimated July 22 A/P Expenses:	<u>\$ -1,876,500.00</u>
<b>Projected Cash Balance end (July 22):</b>	<b>\$26,321,391.24</b>

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
<b>Beginning Balance</b>	\$ 23,635,645	\$ 25,221,198	\$ 24,454,988	\$ 23,210,931	\$ 21,365,209	\$ 50,419,569	\$ 49,366,927	\$ 44,396,216	\$ 36,917,589	\$ 33,008,891	\$ 29,843,452	\$ 26,321,392	
Local Tax Revenue	\$ 42,479	\$ 94,464	\$ 2,571,100	\$ 7,607,536	\$ 35,090,845	\$ 7,202,463	\$ 1,106,860	\$ 469,231	\$ 343,963	\$ 236,854	\$ 175,840	\$ 95,640	\$ 55,037,276
State/Other Revenue	\$ 11,728,366	\$ 7,643,419	\$ 4,472,835	\$ 922,839	\$ 3,786,911	\$ 615,824	\$ 2,514,043	\$ 3,140,828	\$ 4,225,912	\$ 5,414,615	\$ 5,275,400	\$ 6,150,450	\$ 55,891,442
Payroll Expenses	\$ (7,028,493)	\$ (6,993,174)	\$ (7,010,110)	\$ (8,796,054)	\$ (6,937,756)	\$ (6,949,516)	\$ (6,915,050)	\$ (6,928,866)	\$ (7,052,103)	\$ (7,026,367)	\$ (7,096,800)	\$ (7,089,400)	\$ (85,823,690)
Accounts Payable	\$ (3,156,798)	\$ (1,510,919)	\$ (1,277,882)	\$ (1,580,042)	\$ (2,885,640)	\$ (1,321,414)	\$ (2,276,565)	\$ (4,159,820)	\$ (1,426,470)	\$ (1,790,542)	\$ (1,876,500)	\$ (1,978,500)	\$ (25,241,092)
<b>Ending Balance</b>	\$ 25,221,198	\$ 24,454,988	\$ 23,210,931	\$ 21,365,209	\$ 50,419,569	\$ 49,966,927	\$ 44,396,215	\$ 36,917,589	\$ 33,008,891	\$ 29,843,452	\$ 26,321,392	\$ 23,499,582	\$ (111,064,782)

**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	\$ 1,065,300	\$ 1,375,840	\$ 3,759,450	\$ 3,275,400	\$ 4,650,800	\$ 6,490,400	\$ 7,350,900	\$ 55,672,446
Payroll Expenses	\$ (7,028,493)	\$ (7,130,250)	\$ (8,160,540)	\$ (7,495,800)	\$ (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	\$ (3,156,798)	\$ (1,795,879)	\$ (1,457,860)	\$ (1,175,860)	\$ (1,495,750)	\$ (1,897,650)	\$ (1,785,690)	\$ (1,478,900)	\$ (1,575,800)	\$ (1,697,800)	\$ (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 9/30/21 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 Campus Activity, Interest and Sinking or Capital Projects - which all have separate bank accounts.

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  
JUNE 2022

		<u>LOCAL MAIN.</u>	<u>I &amp; S</u>	<u>OSCB ESCROW</u>	<u>CAPITAL</u>	<u>ENTERPRISE</u>	<u>TOTAL</u>
Beginning Balances	05/31/22	\$ 897,398.32	\$ 478,169.08	\$ -	\$ 9,436.53	\$ 3,700,840.37	\$ 5,085,844.30
Add: Deposits		\$ 8,729,607.27	\$ 332.81	\$ -	\$ 7.92	\$ 482,567.18	\$ 9,212,515.18
Less: Disbursements		\$ (8,816,908.92)	\$ -	\$ -	\$ (1,612.19)	\$ (52,561.82)	\$ (8,871,082.93)
Ending Balances	06/30/22	\$ 810,096.67	\$ 478,501.89	\$ -	\$ 7,832.26	\$ 4,130,845.73	\$ 5,427,276.55
Add: Investments		\$ 29,033,354.57	\$ 18,459,037.41	\$ 1,717,833.46	\$ 0.57	\$ 0.00	\$ 49,210,226.01
<b>TOTALS</b>		\$ 29,843,451.24	\$ 18,937,539.30	\$ 1,717,833.46	\$ 7,832.83	\$ 4,130,845.73	\$ 54,637,502.56

PERCENTAGE OF CURRENT YEAR REVENUES  
General Operating and Interest & Sinking

	<u>Total Levy</u> <u>(Budgeted)</u>	<u>6/30/2022</u>	<u>Percentage</u>
2020-21 Tax Collections			
Current	\$ 69,389,090	68,852,549.42	99.23%
Prior Yr. Delinquent	\$ 390,000	475,360.70	121.89%
Penalties	\$ 330,000	392,369.19	118.89%
2021-22 Tax Collections			
Current	\$ 75,995,371	75,807,004.03	99.75%
Prior Yr. Delinquent	\$ 390,000	403,857.01	103.55%
Penalties	\$ 330,000	441,305.16	133.73%
2020-21 Other Revenue	\$ 50,228,878	33,686,881.82	67.07%
2021-22 Other Revenue	\$ 52,912,256	33,187,586.55	62.72%
2020-21 Total Revenue	\$ 120,337,968	103,407,161.13	85.93%
2021-22 Total Revenue	\$ 129,627,627	109,839,752.75	84.73%

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT INVESTMENT PORTFOLIO

DATE	FUND	TYPE	DESCRIPTION	PUR.AMT.	MATURITY RATE	YIELD	COST	PROJ. INT.	PAR
6/1/2022	G/O	POOL	TASB LONE STAR	\$31,129,023.46	6/30/2022	0.977	\$31,129,023.46	\$24,999.59	\$31,154,023.05
6/1/2022	G/O	POOL	TEX-POOL	\$982,468.99	6/30/2022	0.623	\$982,468.99	\$502.92	\$982,971.91
6/2/2022	G/O	POOL	TASB LONE STAR	-\$321,919.28	withdrawal		-\$321,919.28	\$0.00	-\$321,919.28
6/6/2022	G/O	POOL	TASB LONE STAR	-\$224,833.50	withdrawal		-\$224,833.50	\$0.00	-\$224,833.50
6/6/2022	G/O	POOL	TASB LONE STAR	\$5,399.71	6/30/2022	0.977	\$5,399.71	\$3.47	\$5,403.18
6/7/2022	G/O	POOL	TASB LONE STAR	\$43,407.18	6/30/2022	0.977	\$43,407.18	\$26.73	\$43,433.91
6/7/2022	G/O	POOL	TASB LONE STAR	\$636,524.32	6/30/2022	0.977	\$636,524.32	\$391.91	\$636,916.23
6/8/2022	G/O	POOL	TASB LONE STAR	\$5,383.58	6/30/2022	0.977	\$5,383.58	\$3.17	\$5,386.75
6/9/2022	G/O	POOL	TASB LONE STAR	-\$636,524.32	withdrawal		-\$636,524.32	\$0.00	-\$636,524.32
6/9/2022	G/O	POOL	TASB LONE STAR	\$15,085.57	6/30/2022	0.977	\$15,085.57	\$8.48	\$15,094.05
6/10/2022	G/O	POOL	TASB LONE STAR	-\$55,484.91	withdrawal		-\$55,484.91	\$0.00	-\$55,484.91
6/10/2022	G/O	POOL	TASB LONE STAR	-\$170,985.78	withdrawal		-\$170,985.78	\$0.00	-\$170,985.78
6/10/2022	G/O	POOL	TASB LONE STAR	-\$81,265.07	withdrawal		-\$81,265.07	\$0.00	-\$81,265.07
6/10/2022	G/O	POOL	TASB LONE STAR	-\$21,522.56	withdrawal		-\$21,522.56	\$0.00	-\$21,522.56
6/10/2022	G/O	POOL	TASB LONE STAR	-\$86,396.99	withdrawal		-\$86,396.99	\$0.00	-\$86,396.99
6/10/2022	G/O	POOL	TASB LONE STAR	\$17,251.22	6/30/2022	0.977	\$17,251.22	\$9.24	\$17,260.46
6/14/2022	G/O	POOL	TASB LONE STAR	\$31,745.34	6/30/2022	0.977	\$31,745.34	\$13.60	\$31,758.94
6/15/2022	G/O	POOL	TASB LONE STAR	-\$315,892.33	withdrawal		-\$315,892.33	\$0.00	-\$315,892.33
6/15/2022	G/O	POOL	TASB LONE STAR	\$3,180.76	6/30/2022	0.977	\$3,180.76	\$1.28	\$3,182.04
6/16/2022	G/O	POOL	TASB LONE STAR	\$7,158.07	6/30/2022	0.977	\$7,158.07	\$2.68	\$7,160.75
6/16/2022	G/O	POOL	TASB LONE STAR	\$146,374.34	6/30/2022	0.977	\$146,374.34	\$54.86	\$146,429.20
6/16/2022	G/O	POOL	TASB LONE STAR	\$110,847.97	6/30/2022	0.977	\$110,847.97	\$41.54	\$110,889.51
6/16/2022	G/O	POOL	TASB LONE STAR	\$38,682.53	6/30/2022	0.977	\$38,682.53	\$14.50	\$38,697.03
6/16/2022	G/O	POOL	TASB LONE STAR	\$2,217.65	6/30/2022	0.977	\$2,217.65	\$0.83	\$2,218.48
6/16/2022	G/O	POOL	TASB LONE STAR	\$13,650.91	6/30/2022	0.977	\$13,650.91	\$5.12	\$13,656.03
6/16/2022	G/O	POOL	TASB LONE STAR	\$5,352.64	6/30/2022	0.977	\$5,352.64	\$2.01	\$5,354.65
6/16/2022	G/O	POOL	TASB LONE STAR	\$3,844.51	6/30/2022	0.977	\$3,844.51	\$1.44	\$3,845.95
6/16/2022	G/O	POOL	TASB LONE STAR	\$1,187.50	6/30/2022	0.977	\$1,187.50	\$0.45	\$1,187.95
6/16/2022	G/O	POOL	TASB LONE STAR	\$14,039.85	6/30/2022	0.977	\$14,039.85	\$5.26	\$14,045.11
6/17/2022	G/O	POOL	TASB LONE STAR	\$3,081.37	6/30/2022	0.977	\$3,081.37	\$1.07	\$3,082.44
6/17/2022	G/O	POOL	TASB LONE STAR	\$1,178.80	6/30/2022	0.977	\$1,178.80	\$0.41	\$1,179.21
6/21/2022	G/O	POOL	TASB LONE STAR	\$1,590.79	6/30/2022	0.977	\$1,590.79	\$0.38	\$1,591.17
6/21/2022	G/O	POOL	TASB LONE STAR	\$49,680.00	6/30/2022	0.977	\$49,680.00	\$11.97	\$49,691.97
6/22/2022	G/O	POOL	TASB LONE STAR	\$180.98	6/30/2022	0.977	\$180.98	\$0.04	\$181.02
6/22/2022	G/O	POOL	TASB LONE STAR	\$10,958.72	6/30/2022	0.977	\$10,958.72	\$2.35	\$10,961.07
6/23/2022	G/O	POOL	TASB LONE STAR	\$559.21	6/30/2022	0.977	\$559.21	\$0.10	\$559.31
6/24/2022	G/O	POOL	TASB LONE STAR	-\$6,335,598.33	withdrawal		-\$6,335,598.33	\$0.00	-\$6,335,598.33
6/24/2022	G/O	POOL	TASB LONE STAR	-\$128,436.76	withdrawal		-\$128,436.76	\$0.00	-\$128,436.76
6/24/2022	G/O	POOL	TASB LONE STAR	-\$54,047.69	withdrawal		-\$54,047.69	\$0.00	-\$54,047.69
6/24/2022	G/O	POOL	TASB LONE STAR	-\$51,795.86	withdrawal		-\$51,795.86	\$0.00	-\$51,795.86
6/24/2022	G/O	POOL	TASB LONE STAR	-\$41,428.24	withdrawal		-\$41,428.24	\$0.00	-\$41,428.24
6/24/2022	G/O	POOL	TASB LONE STAR	\$4,714,074.00	6/30/2022	0.977	\$4,714,074.00	\$757.17	\$4,714,831.17
6/24/2022	G/O	POOL	TASB LONE STAR	\$145,543.89	6/30/2022	0.977	\$145,543.89	\$23.38	\$145,567.27

\*\*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
6/27/2022	GJO	POOL	TASB LONE STAR	\$ 29,559.47	6/30/2022	0.977	0.977	\$ 29,559.47	\$2.37	\$29,561.84
6/28/2022	GJO	POOL	TASB LONE STAR	\$ 30,802.94	6/30/2022	0.977	0.977	\$ 30,802.94	\$0.82	\$30,803.76
6/29/2022	GJO	POOL	TASB LONE STAR	\$ 78.93	6/30/2022	0.977	0.977	\$ 78.93	\$0.00	\$78.93
6/30/2022	GJO	POOL	TASB LONE STAR	-\$ 373,173.76	withdrawal			-\$ 373,173.76	\$0.00	-\$373,173.76
6/30/2022	GJO	POOL	TASB LONE STAR	\$ 17,781.23	6/30/2022	0.977	0.977	\$ 17,781.23	\$0.00	\$17,781.23
6/30/2022	GJO	POOL	TEX-POOL	\$ 808.59	interest			\$ 808.59	\$0.00	\$808.59
6/30/2022	GJO	POOL	TASB LONE STAR	-\$ 112,941.65	withdrawal			-\$ 112,941.65	\$0.00	-\$112,941.65
6/30/2022	GJO	POOL	TASB LONE STAR	-\$ 210,746.91	withdrawal			-\$ 210,746.91	\$0.00	-\$210,746.91
6/30/2022	GJO	POOL	TASB LONE STAR	\$ 23,994.27	interest			\$ 23,994.27	\$0.00	\$23,994.27
7/1/2022	GJO	POOL	TASB LONE STAR	\$ 10,519.36	corr/tax office			\$ 10,519.36	\$0.00	\$10,519.36
7/6/2022	GJO	POOL	TASB LONE STAR	\$ 3,129.86	in transit			\$ 3,129.86	\$0.00	\$3,129.86
			SUB-TOTAL:	\$ 29,033,354.57				\$ 29,033,354.57		
6/1/2022	I&S	POOL	TASB-LONE STAR	\$18,355,458.29	6/0/2022	0.977	0.977	\$18,355,458.29	\$14,741.19	\$18,370,199.48
6/6/2022	I&S	POOL	TASB-LONE STAR	\$ 2,159.69	6/0/2022	0.977	0.977	\$ 2,159.69	\$1.39	\$2,161.08
6/7/2022	I&S	POOL	TASB-LONE STAR	\$ 17,285.46	6/0/2022	0.977	0.977	\$ 17,285.46	\$0.64	\$17,296.10
6/8/2022	I&S	POOL	TASB-LONE STAR	\$ 2,148.60	6/0/2022	0.977	0.977	\$ 2,148.60	\$1.27	\$2,149.87
6/9/2022	I&S	POOL	TASB-LONE STAR	\$ 6,030.18	6/0/2022	0.977	0.977	\$ 6,030.18	\$3.39	\$6,033.57
6/10/2022	I&S	POOL	TASB-LONE STAR	\$ 6,862.06	6/0/2022	0.977	0.977	\$ 6,862.06	\$3.67	\$6,865.73
6/14/2022	I&S	POOL	TASB-LONE STAR	\$ 12,357.33	6/0/2022	0.977	0.977	\$ 12,357.33	\$5.29	\$12,362.62
6/15/2022	I&S	POOL	TASB-LONE STAR	\$ 1,265.53	6/0/2022	0.977	0.977	\$ 1,265.53	\$0.51	\$1,266.04
6/16/2022	I&S	POOL	TASB-LONE STAR	\$ 2,861.59	6/0/2022	0.977	0.977	\$ 2,861.59	\$1.07	\$2,862.66
6/17/2022	I&S	POOL	TASB-LONE STAR	\$ 1,231.84	6/0/2022	0.977	0.977	\$ 1,231.84	\$0.43	\$1,232.27
6/21/2022	I&S	POOL	TASB-LONE STAR	\$ 635.06	6/0/2022	0.977	0.977	\$ 635.06	\$0.15	\$635.21
6/22/2022	I&S	POOL	TASB-LONE STAR	\$ 72.33	6/0/2022	0.977	0.977	\$ 72.33	\$0.02	\$72.35
6/22/2022	I&S	POOL	TASB-LONE STAR	\$ 4,375.92	6/0/2022	0.977	0.977	\$ 4,375.92	\$0.94	\$4,376.86
6/23/2022	I&S	POOL	TASB-LONE STAR	\$ 211.96	6/0/2022	0.977	0.977	\$ 211.96	\$0.04	\$212.00
6/27/2022	I&S	POOL	TASB-LONE STAR	\$ 11,844.62	6/0/2022	0.977	0.977	\$ 11,844.62	\$0.95	\$11,845.57
6/28/2022	I&S	POOL	TASB-LONE STAR	\$ 8,658.79	6/0/2022	0.977	0.977	\$ 8,658.79	\$0.46	\$8,659.25
6/29/2022	I&S	POOL	TASB-LONE STAR	\$ 30.49	6/0/2022	0.977	0.977	\$ 30.49	\$0.00	\$30.49
6/30/2022	I&S	POOL	TASB-LONE STAR	\$ 5,337.66	6/0/2022	0.977	0.977	\$ 5,337.66	\$0.00	\$5,337.66
6/30/2022	I&S	POOL	TASB-LONE STAR	\$ 14,777.50	interest			\$ 14,777.50	\$0.00	\$14,777.50
7/1/2022	I&S	POOL	TASB-LONE STAR	\$ 4,189.64	corr/tax office			\$ 4,189.64	\$0.00	\$4,189.64
7/6/2022	I&S	POOL	TASB-LONE STAR	\$ 1,242.87	in transit			\$ 1,242.87	\$0.00	\$1,242.87
			SUB-TOTAL:	\$18,459,037.41				\$18,459,037.41		\$18,459,037.41
6/1/2022	QSCB	POOL	TASB-LONE STAR	\$1,716,454.99	6/30/2022	0.977	0.977	\$1,716,454.99	\$1,378.34	\$1,717,833.33
6/30/2022	QSCB	POOL	TASB-LONE STAR	\$1,378.47	INTEREST			\$1,378.47	\$0.00	\$1,378.47

\*\*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
			SUB-TOTAL:	\$1,717,833.46		\$1,717,833.46		
6/1/2022	BLDG.	POOL	TASB-LONE STAR	\$0.57	0.977	\$0.57	\$0.00	\$0.57
6/30/2022	BLDG.	POOL	TASB-LONE STAR	\$0.00	INTEREST	\$0.00	\$0.00	\$0.00
			SUB-TOTAL:	\$0.57		\$0.57		
			TOTAL INVESTED:	\$49,210,226.01				
			total does not include					
			scholarship investments					
6/1/2022	SCH.	POOL-PLUS	TASB-LONE STAR	\$863,627.29	1.194	\$863,627.29	\$847.68	\$864,474.97
6/28/2022	SCH.	POOL-PLUS	TASB-LONE STAR	-\$5,000.00	withdrawal	-\$5,000.00		
6/25/2022	SCH.	POOL-PLUS	TASB-LONE STAR	-\$2,000.00	withdrawal	-\$2,000.00		
5/31/2022	SCH.	POOL-PLUS	TASB-LONE STAR	\$846.77	interest	\$846.77		
			SCHOLARSHIP TOTAL:	\$857,474.06		\$857,474.06		
34								
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SUMMARY OF THE DISTRICT'S INVESTMENTS AS OF 6/30/22.								
INVESTMENTS REPRESENTED IN THIS REPORT ARE IN COMPLIANCE WITH THE ADOPTED WISD INVESTMENT STRATEGY AND POLICY.								
RYAN KAHLDEN, ASST. SUP. FOR BUSINESS & FINANCE				WENDY ROSS, DIRECTOR OF ACCOUNTING				

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

FC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD		
00 LOCAL/INTER. SOURCES	55,487,384.99	0.00	55,738,292	55,738,292	250,907.01	99.55		
00 STATE PROGRAM REV.	29,758,699.38	0.00	50,255,468	50,255,468	20,496,768.62	59.21		
00 FEDERAL PROG. REV.	1,974,525.84	0.00	1,500,000	1,500,000	-474,525.84	131.64		
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
00 OTHER RESOURCES	406,333.15	0.00	0	0	-406,333.15	0.00		
00 gen	87,626,943.36	0.00	107,493,760	107,493,760	19,866,816.64	81.52		
-- Revenue	87,626,943.36	0.00	107,493,760	107,493,760	19,866,816.64	81.52		
00	2,076.25	0.00	0	0	-2,076.25	0.00		
00 PAYROLL COSTS	163.55	0.00	0	0	-163.55	0.00		
00 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
00	8,746.94	0.00	0	0	-8,746.94	0.00		
00 gen	10,986.74	0.00	0	0	-10,986.74	0.00		
11 PAYROLL COSTS	47,146,964.01	0.00	60,761,709	60,221,083	13,074,118.99	78.29		
11 PRO./CONTRACTED SVC.	827,385.95	28,183.39	1,258,080	1,216,280	360,710.66	70.34		
11 SUPPLIES	1,524,148.03	426,089.58	1,699,731	2,074,039	123,801.39	94.03		
11 OTHER OPERATING EXP.	196,856.68	53,416.22	410,488	303,576	53,303.10	82.44		
11 CAPITAL PROJECTS	5,467.00	0.00	16,499	5,763	296.00	94.86		
11 INSTRUCTION	49,700,821.67	507,689.19	64,146,507	63,820,741	13,612,230.14	78.67		
12 PAYROLL COSTS	962,028.63	0.00	1,234,897	1,234,897	272,868.37	77.90		
12 PRO./CONTRACTED SVC.	20,843.91	0.00	24,100	26,037	5,193.09	80.05		
12 SUPPLIES	91,458.45	22,212.70	120,700	120,483	6,811.85	94.35		
12 OTHER OPERATING EXP.	2,665.00	0.00	4,400	2,680	15.00	99.44		
12 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
12 INST. RESOURCES & ME	1,076,995.99	22,212.70	1,384,097	1,384,097	284,888.31	79.42		
13 PAYROLL COSTS	1,175,828.38	0.00	1,407,731	1,404,831	229,002.62	83.70		
13 PRO./CONTRACTED SVC.	40,185.45	632.00	46,090	49,243	8,425.55	82.89		
13 SUPPLIES	36,624.82	57,010.73	53,090	121,775	28,139.45	76.89		
13 OTHER OPERATING EXP.	117,329.04	28,365.90	156,143	166,138	20,443.06	87.70		
13 CURRICULUM DEV. & INS	1,369,967.69	86,008.63	1,663,054	1,741,987	286,010.68	83.58		
21 PAYROLL COSTS	2,119,305.39	0.00	2,567,293	2,568,693	449,387.61	82.51		
21 PRO./CONTRACTED SVC.	2,203.48	300.00	4,800	4,800	2,296.52	52.16		
21 SUPPLIES	11,924.93	22,201.59	39,200	41,497	7,370.48	82.24		
21 OTHER OPERATING EXP.	27,660.37	4,030.50	44,858	41,081	9,390.13	77.14		
21 INSTRUCTIONAL LEADER	2,161,094.17	26,532.09	2,656,151	2,656,071	468,444.74	82.36		

FC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
23 PAYROLL COSTS	4,970,773.83	0.00	6,156,256	6,153,981	1,183,207.17	80.77		
23 PRO./CONTRACTED SVC.	2,334.02	0.00	6,000	4,507	2,172.98	51.79		
23 SUPPLIES	56,811.51	35,649.33	93,487	89,716	-2,744.84	103.06		
23 OTHER OPERATING EXP.	39,058.40	2,324.72	83,870	76,033	34,649.88	54.43		
23 SCHOOL LEADERSHIP	5,068,977.76	37,974.05	6,339,613	6,324,237	1,217,285.19	80.75		
31 PAYROLL COSTS	2,428,216.79	0.00	2,852,710	2,852,710	424,493.21	85.12		
31 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
31 SUPPLIES	18,619.41	15,567.49	50,290	51,116	16,929.10	66.88		
31 OTHER OPERATING EXP.	4,900.62	0.00	13,120	11,040	6,139.38	44.39		
31 GUIDANCE & COUNSELIN	2,451,736.82	15,567.49	2,916,120	2,914,866	447,561.69	84.65		
32 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
32 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
32 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
32 SOCIAL WORK SERVICES	0.00	0.00	0	0	0.00	0.00		
33 PAYROLL COSTS	1,060,866.97	0.00	1,281,623	1,281,623	220,756.03	82.78		
33 PRO./CONTRACTED SVC.	12,790.60	1,173.00	5,000	5,000	-8,963.60	279.27		
33 SUPPLIES	37,449.59	174.55	31,425	31,418	-6,206.14	119.75		
33 OTHER OPERATING EXP.	2,598.03	0.00	6,850	6,850	4,251.97	37.93		
33 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
33 HEALTH SERVICES	1,113,705.19	1,347.55	1,324,898	1,324,891	209,838.26	84.16		
34 PAYROLL COSTS	1,998,367.48	0.00	2,472,358	2,272,358	273,990.52	87.94		
34 PRO./CONTRACTED SVC.	90,571.28	9,234.32	110,200	89,200	-10,605.60	111.89		
34 SUPPLIES	437,058.18	25,095.60	352,150	481,669	19,515.22	95.95		
34 OTHER OPERATING EXP.	87,473.66	2,075.25	88,167	85,298	-4,250.91	104.98		
34 CAPITAL PROJECTS	380,399.30	0.00	336,050	380,400	0.70	100.00		
34 PUPIL TRANSPORTATION	2,993,869.90	36,405.17	3,358,925	3,308,925	278,649.93	91.58		
35 PAYROLL COSTS	24,676.99	0.00	0	0	-24,676.99	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	24,676.99	0.00	100,000	100,000	75,323.01	24.68		
36 PAYROLL COSTS	2,741,492.23	0.00	3,281,361	3,281,361	539,868.77	83.55		
36 PRO./CONTRACTED SVC.	210,507.96	20,007.14	219,689	227,835	-2,680.10	101.18		
36 SUPPLIES	205,532.38	84,761.50	300,232	338,202	47,908.12	85.83		
36 OTHER OPERATING EXP.	590,572.56	39,832.91	663,585	671,019	40,613.53	93.95		

FC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD		
36 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
36 COCURR./EXTRACUR.AC	3,748,105.13	144,601.55	4,464,867	4,518,417	625,710.32	86.15		
41 PAYROLL COSTS	2,075,521.02	0.00	2,392,297	2,392,297	316,775.98	86.76		
41 PRO./CONTRACTED SVC.	429,209.06	4,969.00	460,878	589,848	155,669.94	73.61		
41 SUPPLIES	61,482.50	13,365.11	103,607	103,940	29,092.39	72.01		
41 OTHER OPERATING EXP.	192,886.28	34,705.22	408,485	273,182	45,590.50	83.31		
41 CAPITAL PROJECTS	0.00	0.00	7,000	1,000	1,000.00	0.00		
41 GENERAL ADMINISTRATI	2,759,098.86	53,039.33	3,372,267	3,360,267	548,128.81	83.69		
51 PAYROLL COSTS	3,946,563.37	0.00	5,129,635	4,744,035	797,471.63	83.19		
51 PRO./CONTRACTED SVC.	2,471,602.90	79,090.91	2,370,199	2,617,508	66,814.19	97.45		
51 SUPPLIES	734,964.30	30,156.61	737,068	896,871	131,750.09	85.31		
51 OTHER OPERATING EXP.	867,549.74	200.00	808,000	808,135	-59,614.74	107.38		
51 CAPITAL PROJECTS	79,774.98	25,211.00	261,972	105,325	339.02	99.68		
51 PLANT MAINTENANCE &	8,100,455.29	134,658.52	9,306,874	9,171,874	936,760.19	89.79		
52 PAYROLL COSTS	1,003,379.31	0.00	1,209,497	1,134,497	131,117.69	88.44		
52 PRO./CONTRACTED SVC.	22,578.85	0.00	527,643	444,933	422,354.15	5.07		
52 SUPPLIES	19,338.04	341.00	26,555	23,421	3,741.96	84.02		
52 OTHER OPERATING EXP.	4,612.15	3,707.20	5,610	11,854	3,534.65	70.18		
52 CAPITAL PROJECTS	79,981.69	0.00	0	80,000	18.31	99.98		
52 SECURITY & MONITORIN	1,129,890.04	4,048.20	1,769,305	1,694,705	560,766.76	66.91		
53 PAYROLL COSTS	750,795.86	0.00	880,449	875,449	124,653.14	85.76		
53 PRO./CONTRACTED SVC.	559,753.34	3,339.62	556,613	587,963	24,870.04	95.77		
53 SUPPLIES	308,203.70	761.98	392,383	366,033	57,067.32	84.41		
53 OTHER OPERATING EXP.	9,610.30	461.80	14,833	14,833	4,760.90	67.90		
53 CAPITAL PROJECTS	604,988.20	0.00	45,000	650,000	45,011.80	93.08		
53 DATA PROCESSING SERV.	2,233,351.40	4,563.40	1,889,278	2,494,278	256,363.20	89.72		
61 PAYROLL COSTS	174,988.70	0.00	233,874	233,874	58,885.30	74.82		
61 PRO./CONTRACTED SVC.	0.00	0.00	1,781	0	0.00	0.00		
61 SUPPLIES	13,293.03	174.53	15,241	16,731	3,263.44	80.49		
61 OTHER OPERATING EXP.	10,134.24	0.00	10,908	11,199	1,064.76	90.49		
61 COMMUNITY SERVICES	198,415.97	174.53	261,804	261,804	63,213.50	75.85		
71 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
71 DEBT SERVICES	0.00	0.00	0	0	0.00	0.00		

FC OBJ	2021-22		Encumbered Amount	2021-22		Unencumbered Balance	2021-22	
	FYTD Activity	Original Budget		Revised Budget	FYTD %			
81 PRO./CONTRACTED SVC.	0.00	0	0.00	0	0.00	0.00	0.00	0.00
81 SUPPLIES	0.00	0	0.00	0	0.00	0.00	0.00	0.00
81 CAPITAL PROJECTS	3,383,537.53	1,940,000	499,151.03	4,505,000	622,311.44	622,311.44	86.19	86.19
81 FACILITIES ACO. & CO	3,383,537.53	1,940,000	499,151.03	4,505,000	622,311.44	622,311.44	86.19	86.19
91 PRO./CONTRACTED SVC.	0.00	0	0.00	0	0.00	0.00	0.00	0.00
91 CONT.INST.SVCS.\PUBL	0.00	0	0.00	0	0.00	0.00	0.00	0.00
95 PRO./CONTRACTED SVC.	51,948.00	15,000	0.00	55,000	3,052.00	3,052.00	94.45	94.45
95 PYMTS.TO JJAEP PROGR	51,948.00	15,000	0.00	55,000	3,052.00	3,052.00	94.45	94.45
99 PRO./CONTRACTED SVC.	573,247.96	585,000	0.00	585,000	11,752.04	11,752.04	97.99	97.99
99 OTHER OPERATING EXP.	0.00	0	0.00	0	0.00	0.00	0.00	0.00
99 Other Governmental C	573,247.96	585,000	0.00	585,000	11,752.04	11,752.04	97.99	97.99
-- Expense	88,150,883.10	107,493,760	1,573,973.43	110,222,160	20,497,303.47	20,497,303.47	81.40	81.40
00 Grand Revenue Totals	87,626,943.36	107,493,760	0.00	107,493,760	19,866,816.64	19,866,816.64	81.52	81.52
Grand Expense Totals	88,150,883.10	107,493,760	1,573,973.43	110,222,160	20,497,303.47	20,497,303.47	81.40	81.40
Grand Totals	523,939.74	0	1,573,973.43	2,728,400	630,486.83	630,486.83	19.20	19.20
	Loss		Loss	Loss				

Number of Accounts: 12997

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

FC OBJ	2021-22		2021-22		2021-22 Comment	2021-22	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget		Unencumbered Balance	FYTD
00 LOCAL/INTER. SOURCES	6,555.00	0.00	0.00	0.00		-6,555.00	0.00
00 STATE PROGRAM REV.	228,932.52	0.00	60,284.00	741,672.00		512,739.48	30.87
00 FEDERAL PROG. REV.	6,609,688.08	0.00	3,222,816.00	13,969,795.00		7,360,106.92	47.31
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	6,845,175.60	0.00	3,283,100.00	14,711,467.00		7,866,291.40	46.53
-- Revenue	6,845,175.60	0.00	3,283,100.00	14,711,467.00		7,866,291.40	46.53
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	2,827,814.78	0.00	856,814.00	5,403,377.00		2,575,562.22	52.33
11 PRO./CONTRACTED SVC.	1,265,385.75	705,007.40	260,305.00	3,527,543.00		1,557,149.85	35.87
11 SUPPLIES	1,319,170.71	289,021.31	441,917.00	2,969,385.00		1,361,192.98	44.43
11 OTHER OPERATING EXP.	38,089.26	4,488.26	53,078.00	76,535.00		35,957.48	48.50
11 CAPITAL PROJECTS	36,300.00	0.00	35,900.00	36,300.00		0.00	100.00
11 INSTRUCTION	5,486,760.50	998,516.97	1,648,014.00	12,015,140.00		5,529,862.53	45.67
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	164,568.62	0.00	267,894.00	209,894.00		45,325.38	78.41
13 PRO./CONTRACTED SVC.	95,506.01	499.00	186,500.00	278,965.00		182,959.99	34.24
13 SUPPLIES	60,130.09	208.84	20,000.00	79,363.00		19,024.07	75.77
13 OTHER OPERATING EXP.	130,540.17	29,042.36	122,285.00	232,275.00		72,692.47	56.20
13 CURRICULUM DEV. & INS	450,744.89	29,750.20	596,679.00	800,497.00		320,001.91	56.31
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	129,901.47	0.00	93,836.00	121,164.00		-8,737.47	107.21

FC OBJ	2021-22		2021-22		2021-22		2021-22		Unencumbered Balance	FYTD
	FYTD Activity	Amount	Original Budget	Revised Budget	Comment	Balance	FYTD			
23 PRO./CONTRACTED SVC.	15,870.08	0.00	0.00	21,779.00		5,908.92	72.87			
23 SUPPLIES	3,525.30	0.00	0.00	15,706.00		12,180.70	22.45			
23 OTHER OPERATING EXP.	10,051.39	288.48	0.00	25,450.00		15,110.13	39.49			
23 SCHOOL LEADERSHIP	159,348.24	288.48	93,836.00	184,099.00		24,462.28	86.56			
31 PAYROLL COSTS	1,278,509.89	0.00	1,605,004.00	1,653,730.00		375,220.11	77.31			
31 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00			
31 SUPPLIES	45,538.92	224.40	50,000.00	53,322.00		7,558.68	85.40			
31 OTHER OPERATING EXP.	1,800.00	0.00	5,000.00	5,000.00		3,200.00	36.00			
31 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00			
31 GUIDANCE & COUNSELIN	1,325,848.81	224.40	1,660,004.00	1,712,052.00		385,978.79	77.44			
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	182,188.85	0.00	0.00	0.00		-182,188.85	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	182,188.85	0.00	0.00	0.00		-182,188.85	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		Encumbered Amount	2021-22		2021-22 Comment	Unencumbered Balance	2021-22 FYTD
	FYTD Activity	Original Budget		Revised Budget	Amount			
51 PAYROLL COSTS	421,995.74	0.00	0.00	0.00	0.00	-421,995.74	0.00	
51 PRO./CONTRACTED SVC.	0.00	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	0.00	
51 PLANT MAINTENANCE &	421,995.74	0.00	0.00	0.00	0.00	-421,995.74	0.00	
52 PAYROLL COSTS	33,144.27	0.00	0.00	0.00	0.00	-33,144.27	0.00	
52 PRO./CONTRACTED SVC.	0.00	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	0.00	
52 CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
52 SECURITY & MONITORIN	33,144.27	0.00	0.00	0.00	0.00	-33,144.27	0.00	
53 PAYROLL COSTS	0.00	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	0.00	
61 PAYROLL COSTS	0.00	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	0.00	
61 OTHER OPERATING EXP.	0.00	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	0.00	
71 DEBT SERVICE	0.00	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	0.00	
81 PAYROLL COSTS	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	
81 FACILITIES ACQ. & CO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
-- Expense	8,060,031.30	3,998,533.00	1,028,780.05	14,711,788.00	5,622,976.65	54.79		
Grand Revenue Totals	6,845,175.60	3,283,100.00	0.00	14,711,467.00	7,866,291.40	46.53		
Grand Expense Totals	8,060,031.30	3,998,533.00	1,028,780.05	14,711,788.00	5,622,976.65	54.79		
Grand Totals	1,214,855.70	715,433.00	1,028,780.05	321.00	2,243,314.75	????????		
	Loss	Loss	Loss	Loss	Profit			

Number of Accounts: 11304

\*\*\*\*\* 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	21,894,601.02	0.00	21,824,079	21,824,079	-70,522.02	100.32		
00 STATE PROGRAM REV.	265,754.00	0.00	209,788	209,788	-55,966.00	126.68		
00 FEDERAL PROG. REV.	52,454.37	0.00	100,000	100,000	47,545.63	52.45		
00 OTHER RESOURCES	0.00	0.00	0	0	0.00	0.00		
00 gen	22,212,809.39	0.00	22,133,867	22,133,867	-78,942.39	100.36		
-- Revenue	22,212,809.39	0.00	22,133,867	22,133,867	-78,942.39	100.36		
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	5,642,828.61	0.00	22,346,477	22,346,477	16,703,648.39	25.25		
71 DEBT SERVICES	5,642,828.61	0.00	22,346,477	22,346,477	16,703,648.39	25.25		
-- Expense	5,642,828.61	0.00	22,346,477	22,346,477	16,703,648.39	25.25		
<hr/>								
42 Grand Revenue Totals	22,212,809.39	0.00	22,133,867	22,133,867	-78,942.39	100.36		
Grand Expense Totals	5,642,828.61	0.00	22,346,477	22,346,477	16,703,648.39	25.25		
Grand Totals	16,569,980.78	0.00	212,610	212,610	16,782,590.78	-7,793.60		
	Profit		Loss	Loss				

Number of Accounts: 28

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

FC OBJ	2021-22 FYTD Activity	Encumbered Amount	2021-22		2021-22 Revised Budget	Comment	Unencumbered Balance	2021-22 FYTD
			Original Budget	Budget				
00 LOCAL/INTER. SOURCES	62.56	0.00	0	0	0		-62.56	0.00
00 STATE PROGRAM REV.	0.00	0.00	6,371	6,371	6,371		6,371.00	0.00
00 OTHER RESOURCES	0.00	0.00	0	0	0		0.00	0.00
00 gen	62.56	0.00	6,371	6,371	6,371		6,308.44	0.98
-- Revenue	62.56	0.00	6,371	6,371	6,371		6,308.44	0.98
00	0.00	0.00	0	0	0		0.00	0.00
00 gen	0.00	0.00	0	0	0		0.00	0.00
11 PAYROLL COSTS	0.00	0.00	0	0	0		0.00	0.00
11 SUPPLIES	69,428.33	0.00	0	0	0		-69,428.33	0.00
11 CAPITAL PROJECTS	0.00	0.00	0	0	0		0.00	0.00
11 INSTRUCTION	69,428.33	0.00	0	0	0		-69,428.33	0.00
12 SUPPLIES	130,581.98	0.00	0	0	0		-130,581.98	0.00
12 CAPITAL PROJECTS	0.00	0.00	0	0	0		0.00	0.00
12 INST. RESOURCES & ME	130,581.98	0.00	0	0	0		-130,581.98	0.00
35 SUPPLIES	0.00	0.00	0	0	0		0.00	0.00
35 FOOD SERVICES	0.00	0.00	0	0	0		0.00	0.00
36 SUPPLIES	0.00	0.00	0	0	0		0.00	0.00
36 CAPITAL PROJECTS	0.00	0.00	0	0	0		0.00	0.00
36 COCURR./EXTRACUR.AC	0.00	0.00	0	0	0		0.00	0.00
51 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0		0.00	0.00
51 SUPPLIES	0.00	0.00	0	0	0		0.00	0.00
51 CAPITAL PROJECTS	0.00	0.00	0	0	0		0.00	0.00
51 PLANT MAINTENANCE &	0.00	0.00	0	0	0		0.00	0.00
52 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0		0.00	0.00
52 SUPPLIES	0.00	0.00	0	0	0		0.00	0.00
52 CAPITAL PROJECTS	0.00	0.00	0	0	0		0.00	0.00
52 SECURITY & MONITORIN	0.00	0.00	0	0	0		0.00	0.00
71 DEBT SERVICE	0.00	0.00	0	0	0		0.00	0.00
71 DEBT SERVICES	0.00	0.00	0	0	0		0.00	0.00
81 PAYROLL COSTS	0.00	0.00	82,419	82,419	82,419		82,419.00	0.00

FC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD ACTIVITY	Amount	Original Budget	Revised Budget	Comment	Unencumbered Balance	FYTD %	
81 PRO./CONTRACTED SVC.	0.00	0.00	0	0		0.00	0.00	
81 SUPPLIES	0.00	0.00	0	0		0.00	0.00	
81 OTHER OPERATING EXP.	0.00	0.00	0	0		0.00	0.00	
81 CAPITAL PROJECTS	161,859.55	8,416.49	0	160,000		-10,276.04	101.16	
81 FACILITIES ACO. & CO	161,859.55	8,416.49	82,419	242,419		72,142.96	66.77	
-- Expense	361,869.86	8,416.49	82,419	242,419		-127,867.35	149.27	
<hr/>								
Grand Revenue Totals	62.56	0.00	6,371	6,371		6,308.44	0.98	
Grand Expense Totals	361,869.86	8,416.49	82,419	242,419		-127,867.35	149.27	
Grand Totals	361,807.30	8,416.49	76,048	236,048		134,175.79	153.28	
	Loss	Loss	Loss	Loss		Profit		

Number of Accounts: 227

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

FC OBJ	2021-22		2021-22		2021-22		2021-22	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD 1		
00 LOCAL/INTER. SOURCES	1,303,693.60	0.00	1,000,516	1,107,941	-195,752.60	117.67		
00 STATE PROGRAM REV.	248,850.06	0.00	207,502	400,321	151,470.94	62.16		
00 FEDERAL PROG. REV.	0.00	0.00	0	0	0.00	0.00		
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
00 OTHER RESOURCES	5,211,569.25	0.00	4,097,764	5,097,764	-113,805.25	102.23		
00 gen	6,764,112.91	0.00	5,305,782	6,606,026	-158,086.91	102.39		
-- Revenue	6,764,112.91	0.00	5,305,782	6,606,026	-158,086.91	102.39		
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 INSTRUCTION	0.00	0.00	0	0	0.00	0.00		
35 PAYROLL COSTS	1,832,071.66	0.00	2,291,845	2,291,845	459,773.34	79.94		
35 PRO./CONTRACTED SVC.	11,632.54	9,187.00	6,000	11,850	-8,969.54	175.69		
35 SUPPLIES	2,075,679.44	464,270.44	2,426,090	3,317,989	778,039.12	76.55		
35 OTHER OPERATING EXP.	5,756.09	0.00	4,000	9,000	3,243.91	63.96		
35 CAPITAL PROJECTS	0.00	70,611.68	50,000	340,070	269,458.32	20.76		
35 FOOD SERVICES	3,925,139.73	544,069.12	4,777,935	5,970,754	1,501,545.15	74.85		
51 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
51 PRO./CONTRACTED SVC.	0.00	0.00	88,500	88,500	88,500.00	0.00		
51 PLANT MAINTENANCE &	0.00	0.00	88,500	88,500	88,500.00	0.00		
61 PAYROLL COSTS	378,468.49	0.00	473,841	473,841	95,372.51	79.87		
61 PRO./CONTRACTED SVC.	6,943.74	912.00	13,421	14,191	6,335.26	55.36		
61 SUPPLIES	33,425.70	17,142.32	25,700	122,929	72,360.98	41.14		
61 OTHER OPERATING EXP.	11,192.11	500.00	3,012	12,438	745.89	94.00		
61 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
61 COMMUNITY SERVICES	430,030.04	18,554.32	515,974	623,399	174,814.64	71.96		
81 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
81 FACILITIES ACQ. & CO	0.00	0.00	0	0	0.00	0.00		
-- Expense	4,355,169.77	562,623.44	5,382,409	6,682,653	1,764,859.79	73.59		
Grand Revenue Totals	6,764,112.91	0.00	5,305,782	6,606,026	-158,086.91	102.39		

	2021-22	2021-22	2021-22	2021-22	2021-22	2021-22	2021-22	Unencumbered	2021-22
FC OBJ	FYTD Activity	Amount	Original Budget	Revised Budget	Balance	FYTD 1			
Grand Expense Totals	4,355,169.77	562,623.44	5,382,409	6,682,653	1,764,859.79	73.59			
Grand Totals	2,408,943.14	562,623.44	76,627	76,627	1,922,946.70	-3,143.73			
	Profit	Loss	Loss	Loss	Loss	Loss			

Number of Accounts: 987

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

**WAXAHACHIE ISD SUMMARY OF ACTIVITY AS OF JUNE 2022**

<b>GENERAL FUND</b>	<b>YTD ACTUAL</b>	<b>ORIGINAL BUDGET</b>	<b>REVISED BUDGET</b>	<b>YTD %</b>	<b>PRIOR YTD %</b>
REVENUES	87,626,943.36	107,493,760	107,493,760	81.52%	83.31%
EXPENDITURES	88,150,883.10	107,493,760	110,222,160	79.98%	75.77%
<b>SPECIAL PROGRAMS</b>					
REVENUES	6,845,175.60	3,283,100	14,711,467	46.53%	50.94%
EXPENDITURES	8,060,031.30	3,998,533	14,711,788	54.79%	52.39%
<b>INTEREST &amp; SINKING</b>					
REVENUES	22,212,809.39	22,133,867	22,133,867	100.36%	98.94%
EXPENDITURES	5,642,828.61	22,346,477	22,346,477	25.25%	34.11%
<b>CAPITAL PROJECTS</b>					
REVENUES	62.56	6,371	6,371	0.98%	33.18%
EXPENDITURES	361,869.86	82,419	242,419	149.27%	40.12%
<b>ENTERPRISE FUNDS</b>					
REVENUES	6,764,112.91	5,305,782	6,606,026	102.39%	86.30%
EXPENDITURES	4,355,169.77	5,382,409	6,682,653	65.17%	67.10%

Waxahachie ISD 2021-22 Budget Summary June 2022

	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
<b>REVENUES</b>											
5700 LOCAL REVENUE	55,738,292	55,738,292	55,487,385		6,555	21,824,079	21,894,601		63	1,107,941	1,303,694
5800 STATE PROGRAM REVENUES	50,255,468	50,255,468	29,758,699	741,672	228,933	209,788	265,754	6,371	-	400,321	248,850
5900 FEDERAL REVENUES	1,500,000	1,500,000	1,974,526	13,969,795	6,609,688	100,000	52,454				
7900 OTHER RESOURCES/TRANSFERS			406,333							5,097,764	5,211,569
<b>TOTAL REVENUES</b>	<b>107,493,760</b>	<b>107,493,760</b>	<b>87,626,943</b>	<b>14,711,467</b>	<b>6,845,176</b>	<b>22,133,867</b>	<b>22,212,809</b>	<b>6,371</b>	<b>63</b>	<b>6,606,026</b>	<b>6,764,113</b>
<b>APPROPRIATIONS BY FUNCTION</b>											
00 TRANSFERS BETWEEN FUNDS			10,987								
11 INSTRUCTIONAL RESOURCES & MEDIA SER	64,146,507	63,820,741	49,700,822	12,015,140	5,486,761				69,428		
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,384,097	1,384,097	1,076,996						130,582		
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,663,064	1,741,987	1,369,968	800,497	450,745						
21 INSTRUCTIONAL LEADERSHIP	2,656,151	2,656,071	2,161,094								
23 SCHOOL ADMINISTRATION	6,339,613	6,324,237	5,068,978	184,099	159,348						
31 GUIDANCE AND COUNSELING SERVICES	2,916,120	2,914,866	2,451,737	1,712,052	1,325,849						
32 SOCIAL WORK SERVICES											
33 HEALTH SERVICES	1,324,898	1,324,891	1,113,705								
34 STUDENT (PUPIL) TRANSPORTATION	3,358,925	3,308,925	2,993,870		182,189						
35 FOOD SERVICES	100,000	100,000	24,677								
36 CURRICULAR/EXTRACURRICULAR ACTIV.	4,464,867	4,518,417	3,748,105								
41 GENERAL ADMINISTRATION	3,372,267	3,360,267	2,759,099								
51 PLANT MAINTENANCE AND OPERATION	9,306,874	9,171,874	8,100,455		421,996					88,500	
52 SECURITY & MONITORING SERVICES	1,769,305	1,694,705	1,129,890		33,144						
53 DATA PROCESSING SERVICES	1,889,278	2,494,278	2,233,351								
61 COMMUNITY SERVICES	261,804	261,804	198,416								
71 DEBT SERVICE						22,346,477	5,642,829				430,030
81 FACILITIES	1,940,000	4,505,000	3,383,538					242,419	161,860		
95 JJAEP	15,000	55,000	51,948								
99 OTHER	585,000	585,000	573,248								
<b>TOTAL APPROPRIATIONS AND TRANSFERS</b>	<b>107,493,760</b>	<b>110,222,160</b>	<b>88,150,883</b>	<b>14,711,788</b>	<b>8,060,031</b>	<b>22,346,477</b>	<b>5,642,829</b>	<b>242,419</b>	<b>361,870</b>	<b>6,682,653</b>	<b>4,355,170</b>
<b>TOTAL REVENUES OVER (UNDER) APPROPRIATIONS</b>	-	(2,728,400)	(523,940)	(321)	(1,214,856)	(212,610)	16,569,981	(236,048)	(361,807)	(76,627)	2,408,943

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PHONE: 972-923-4631  
FAX NBR: 972-923-4658

P.O. NUMBER: 9980022012  
VENDOR KEY : CENGAGE 000  
PAGE NUMBER: 1  
P.O. DATE : 07/12/2022  
SHIP DATE : 07/12/2022  
SHIP VIA : BEST WAY  
FISCAL YEAR: 2021-2022  
ENTERED BY : JOHNSRHO001

PRINTED 07/12/2022

COMPANY:

CENGAGE LEARNING, INC.  
PO BOX 936743  
ATLANTA, GA 31193-6743

DELIVER TO:

WISD TEXTBOOK WAREHOUSE  
300 BRYSON ST.  
WAXAHACHIE, TX 75165

ATTN: ATTN JERRY LOZIER

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
200	EACH	ISBN 9780357700044 - PAC CENGAGE UNLIMITED 12 MONTH, CENGAGE UNLIMITED 001	189.99000	37998.00
70	EACH	ISBN 9780357700051 - PAC CENGAGE UNLIMITED 24 MONTH, CENGAGE UNLIMITED 001	249.99000	17499.30

SEE QUOTE NO. 78132888

REGION 18 APPROVED VENDOR

BUSINESS CONTACT: RHONDA  
JOHNSTON  
rjohnston@wisd.org,  
972-923-4631

WAREHOUSE CONTACT: RODGER WILT  
rowilt@wisd.org, 972-268-3608

DIGITAL TECHNOLOGY: ASHLEY  
CIERI  
acieri@wisd.org, 972-923-4727  
ext 32506

USE P.O. NUMBER ON ALL CORRESPONDENCE

TOTAL

55,497.30

( CONTINUED ON NEXT PAGE )

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 PHONE: 972-923-4631  
 FAX NBR: 972-923-4658

REQ. NUMBER: 9370022158  
 VENDOR KEY : STRATEGI001  
 PAGE NUMBER: 1  
 REQ. DATE : 07/19/2022  
 SHIP DATE : 07/19/2022  
 FISCAL YEAR: 2021-2022  
 ENTERED BY : HODGEMAR000

PRINTED 07/20/2022

COMPANY:	DELIVER TO:
STRATEGIC EQUIPMENT, LLC 2801 S VALLEY PARKWAY STE 200 LEWISVILLE, TX 75067	WISD CHILD NUTRITION 631 SOLON RD WAXAHACHIE, TX 75165
	ATTN: MARY HODGE

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
4	EACH	Convection Oven, Gas--Vulcan Model VC44GD Double Stack Gas Convection Oven	9902.10000	39608.40
4	kit	Dormont 1675KIT48 (17062) Dormont Blue Hose Moveable Gas Connector Kit	169.00000	676.00
4	EACH	Freight	15.81000	63.24
1	EACH	Reach-In Heated Cabinet Traulsen Model No. AHF232W-HHS	14637.07000	14637.07
24	EACH	Universal Tray-Slide per pair	106.86000	2564.64
6	EACH	Credit for standard coated shelf, deduct	-96.38000	-578.28
2	EACH	Nugget Ice Maker--Scotsman Model No. NH0622-A-1 Prodigy Plus Ice Maker, nugget style	5430.16000	10860.32
2	EACH	B5305 Ice Bin top-hinged front-opening door-536 lb. capacity	1231.96000	2463.92
2	EACH	KBT27 Bin Top-for use with all 22" cubers for use with B530 bins	180.95000	361.90
2	EACH	Freight	74.75000	149.50
1	EACH	Convection Steamer-Gas-Boilerless---AccuTemp Model N61201E060 DBL Two Connected Evolution Boilerless, Convection Steamers WISD Approved Vendor	22154.75000	22154.75
2	EACH	KLP85 Leg Kit-6"-SS for Bx22, Bx30, B842 & B948 bins	160.67000	321.34
TOTAL				93,282.80

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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: 9370022158  
VENDOR KEY : STRATEGI001  
PAGE NUMBER: 2  
REQ. DATE : 07/19/2022  
SHIP DATE : 07/19/2022  
FISCAL YEAR: 2021-2022  
ENTERED BY : HODGEMAR000

PRINTED 07/20/2022

COMPANY:  
STRATEGIC EQUIPMENT, LLC  
2801 S VALLEY PARKWAY STE 200  
LEWISVILLE, TX 75067

DELIVER TO:  
WISD CHILD NUTRITION  
631 SOLON RD  
WAXAHACHIE, TX 75165

ATTN: MARY HODGE

#####  
#  
# 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.: 9370022158 ACCOUNT SUMMARY (FOR INTERNAL USE) VENDOR KEY : STRATEGI001  
ACCOUNT AMOUNT  
701 E 35 6639 00 937 0 99 000 93,282.80

Waxahachie ISD 2021-22 Proposed Budget Amendments for August 2022

	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
<b>REVENUES</b>						
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					-	
<b>TOTAL REVENUES</b>	<b>107,493,760</b>	<b>107,493,760</b>	<b>-</b>	<b>-</b>	<b>107,493,760</b>	
11 INSTRUCTIONAL RESOURCES & MEDIA SER	64,146,507	63,820,741	7,911	(7,294)	63,821,358	Moving a total of \$4611 from multiple functions listed below into function 11 for Global High budget. Moving \$3300 from 23 to 11 for extra duty at Finley. Moving \$6000 from 11 to 13 for SPED budget. Moving \$698 from 11 to 36 for Vocational budget. Moving \$326 from 11 to 13 for Vocational budget.
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,384,097	1,384,097				
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,663,054	1,741,987	6,326	(895)	1,747,418	Moving \$895 from 13 to 11 for Global High budget. Moving \$6000 from 11 to 13 for SPED budget. Moving \$326 from 11 to 13 for Vocational budget.
21 INSTRUCTIONAL LEADERSHIP	2,656,151	2,656,071		(18)	2,656,053	Moving \$18 from 21 to 11 for Global High budget.
23 SCHOOL ADMINISTRATION	6,339,613	6,324,237		(4,175)	6,320,062	Moving \$895 from 23 to 11 for Global High budget. Moving \$3300 from 23 to 11 for extra duty pay Finley.
31 GUIDANCE AND COUNSELING SERVICES	2,916,120	2,914,866		(378)	2,914,488	Moving \$378 from 31 to 11 for Global High budget.
32 SOCIAL WORK SERVICES						
33 HEALTH SERVICES	1,324,898	1,324,891		(24)	1,324,867	Moving \$24 from 33 to 11 for Global High budget.
34 STUDENT (PUPIL) TRANSPORTATION	3,358,925	3,308,925			3,308,925	
35 FOOD SERVICES	100,000	100,000				
36 COCURRICULAR/EXTRACURRICULAR ACTIV.	4,464,867	4,518,417	968	(2,421)	4,516,964	Moving \$2421 from 36 to 11 for Global High budget. Moving \$968 from 11 to 36 for Vocational budget.
41 GENERAL ADMINISTRATION	3,372,267	3,360,267			3,360,267	
51 PLANT MAINTENANCE AND OPERATION	9,306,874	9,171,874			9,171,874	
52 SECURITY & MONITORING SERVICES	1,769,305	1,694,705			1,694,705	
53 DATA PROCESSING SERVICES	1,889,278	2,494,278			2,494,278	
61 COMMUNITY SERVICES	261,804	261,804				
71 DEBT SERVICE	-				-	
81 FACILITIES	1,940,000	4,505,000			4,505,000	

Waxahachie ISD 2021-22 Proposed Budget Amendments for August 2022

95 JJAEP	15,000	55,000			55,000				
99 OTHER GOVERNMENTS	585,000	585,000			585,000				
<b>TOTAL APPROPRIATIONS</b>	107,493,760	110,222,160	15,205	(15,205)	110,222,160				
<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>		Yes	No	<table border="1"> <tr> <td>Date:</td> <td>Signed:</td> </tr> </table>		Date:	Signed:		
Yes	No								
Date:	Signed:								
Approved by Board:									

**BID REPORT**  
**AUGUST 8, 2022 BOARD MEETING**

1. RFP # 22-20300 Insurance Consultant/Broker is scheduled for a deadline of July 21, 2022 at 2:00 p.m. Submissions will be opened and tabulated, with a recommendation being presented at the August 8, 2022 board meeting.
  
2. RFP # 22-20400 Disposal of Surplus Technology Equipment is scheduled for a deadline of August 4, 2022 at 2:00 p.m. Submissions will be opened and tabulated, with a recommendation being presented at the August 8, 2022 board meeting.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Report regarding maintenance work orders



**Recommendation:**

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

## Maintenance Work Order Status Report

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

Maintenance Work Order Status      Ending Aug 1, 2022

Work orders	0-15 days	16-30 days	31-45 days	46-61 days
submitted	415	333	513	810
open	211	8	7	0
closed	204	325	506	810
%complete	49.15%	97.59%	98.63%	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
<b>none</b>	<b>none</b>	<b>none</b>

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Landscaping Improvements at the Ron Appleton Agriscience Facility



**Recommendation:**

Consideration and possible approval of landscape improvements at the Ron Appleton Agriscience facility to be donated by Emily Price.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** District of Innovation committee



**Background:**

After the board approves a resolution and conducts a public hearing, the next step in becoming a District of Innovation is the board appointing an Innovation Plan committee to write the plan.

The plan provides for a comprehensive educational program for the district, the program may include:

- A. innovative curriculum, instructional methods, and provisions regarding community participation, campus governance, and parental involvement;
- B. modifications to the school day or year;
- C. provisions regarding the district budget and sustainable program funding;
- D. accountability and assessment measures that exceed the requirements of state and federal law; and
- E. any other innovations prescribed by the board of trustees; and identifies requirements imposed by this code that inhibit the goals of the plan and from which the district should be exempted on adoption of the plan.

**Recommendation:**

The board appoints the DEIC to serve as the Innovation Plan committee.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Grading Guidelines



Waxahachie ISD provides grading guidelines to inform students, parent and staff of grading expectations and to insure consistent grading practices occur across all campuses.

- 2022-2023 Elementary (Grades PK-5) Grading Guidelines
- 2022-2023 Secondary (Grades 6-12) Grading Guidelines
- 2022-2023 Progress Report and Report Card Reporting Dates
- 2022-2023 UIL Eligibility Grade Check Dates

**Recommendation:**

Approve grading guidelines, progress/report card dates and UIL eligibility dates as presented.

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# 2022-2023 Elementary Grading Guidelines (PK-5)

Waxahachie Independent School District

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The purpose of the grading guidelines is to ensure that grading practices are consistent among grade levels, subjects, and campuses. These guidelines shall ensure that grading reflects student achievement and that a sufficient number of grades are taken to support the average grade assigned.

## **LESSON PLANS**

Lesson plans will be aligned with the District’s curriculum Scope and Sequence, Pacing Guide, and Timelines. The district lesson plan format will be followed. Campus principals will determine due dates and monitor lesson plans for compliance and effectiveness. Lesson plans must include modifications for students receiving special education services and extensions for Gifted and Talented students.

Teachers will adhere to the District scope and sequence. Technology objectives listed in the TEKS must be integrated into the content areas.

## **GRADE REPORTING CATEGORIES**

Independent Practice - classwork and daily work

Assessment - assessments and major projects for all content areas as well as writing assignments in ELAR, and labs in science.

Independent Practice grades and Assessment grades are weighted equally in the final grade. (50%/50%)

All teachers will utilize the grade reporting percentages listed. These standards may not be modified in Skyward. All assignments must be on the 0-100 point scale (grades 1-5).

## **MINIMUM NUMBER OF GRADES REQUIRED PER GRADING PERIOD**

	Independent Practice	Assessments
Language Arts and Reading	6 *	3 *
Mathematics	5	2
Science	5	2
Social Studies	5	2

Any specials classes such as (Music, P.E., Technology, Art) will be recorded with an “S” for Satisfactory =70% or above, or an “N” for Needs Improvement = 69% or below. Grades given by specials teachers will be based on progress toward meeting the TEKS for each curricular area.

Conduct grades will be recorded as E (Excellent), S (Satisfactory), N (Needs Improvement) or U (Unsatisfactory). Campus criteria will be established for each category. The conduct grade is given by the homeroom teacher.

\*A minimum of 1 writing assignment must be entered as a writing grade in this category

## **GRADE ENTRY**

All assignment grades must have a specific title of assignment and have a TEKS-based Student Expectation listed in the Skyward Gradebook program.

An assignment grade may only be entered one time in the content area.

## **TIMELINE FOR POSTING GRADES IN GRADEBOOK/FAMILY ACCESS**

Teachers must post grades into Skyward no later than 5 school days from the day the assignment(s) were completed or turned in, with the exception of major projects or essays which must be posted no later than 10 school days.

Exceptions will be given to assignments that include a written component which would require additional grading time from a teacher. Such assignments may include but are not limited to research papers, written compositions, data-based inquiries, etc. In such an exception, teachers will communicate an intended timeline for grade posting.

## **PROGRESS REPORTS**

Progress Reports will be sent to parents/guardians on designated dates as posted on the WISD Grade Reporting Timeline. A minimum of 2 Independent Practice grades and 1 Assessment/Major Project grade will be included on each progress report for grades 1-5.

Progress reports will be in accordance with board policy and standards established in EIA (LOCAL)

- A parent conference is required for any student with a grade of 74 or below on a progress report.
- 1<sup>st</sup> graders will not receive a progress report during the first 6 weeks.

## **REPORT CARDS**

The District shall issue report cards every six weeks as posted on the WISD Grade Reporting Timeline. The actual numerical grade earned shall be recorded in the student's permanent cumulative records for grades 1-5.

In 1<sup>st</sup> grade on report card #1, students will receive a minimum of 4 independent practice grades and 1 assessment grade in each subject to provide a transition to the numeric grading system.

PK and Kindergarten students will utilize a standards-based report card. The standards-based report card will include information on the specific standards that need to be mastered in the four core subjects of language arts, math, science, and social studies. Additionally, parents are to receive information indicating reading skills that will include reading level, fluency, and comprehension.

## **ACADEMIC DISHONESTY**

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students. Depending on the severity of the incident, consequences may include repeat of the assignment, grade reduction, grade of zero, and other disciplinary action as appropriate. EIA (LOCAL)

## **RE-DO OR RE-TAKE OF CLASS ASSIGNMENTS, PROJECTS, AND TESTS**

A student who meets the criteria detailed in the grading guidelines will have a reasonable opportunity to redo a class assignment, project, or re-take a test for which the student received a failing grade (below 70%). The following criteria may be considered when determining the opportunity to redo a major assignment, major project or test:

WISD Board Policy EIA (LEGAL) and EIA (LOCAL)

1. Students may not be permitted to redo a class assignment, project, or test if they received a grade of zero or a reduced grade on the original assignment because they were found to have committed an act of academic dishonesty
2. Student must participate in any reasonable reteach or reviewing activities assigned by the teacher in preparation for redoing an assignment, major project or test at the agreed upon time. The teacher will strive to complete the re-teach/re-test process before school, after school, during campus-wide intervention time, or during class.
3. Students will be allowed to demonstrate proficiency of learning objectives by means of a re-teach activity or re-test for a maximum grade of 70%.
4. Upon the completion of the re-do or re-test, the two grades will be reviewed. The higher grade of the two grades (not the average) will be recorded in Skyward Gradebook. A score of a 70-100% on the re-test should be recorded as a 70% in the grade book.
5. Students will have 5 school days from the date the assignment, project or test was graded and returned to the students to complete the re-teach/re-test process.

## **LATE WORK**

The operational definition of late work is when a student has been provided adequate time and instruction to complete student work and has not completed the assigned work by the assigned time and date.

A teacher may choose to provide a different independent practice activity to ensure that the student has adequate practice on the skill or concept.

Students with extended time accommodations written into their IEPs, 504 plans, and LPAC documentation will be addressed on an individual basis.

Must document parent contact when a student has an assignment that is overdue by more than 7 days.

## **MAKE-UP WORK**

Students who are absent will be permitted to make up regular class work, including tests and receive the actual grade earned. Students are given the number of days absent to make up all work assigned in their absence. Students will be responsible for obtaining and completing the make-up work in a satisfactory manner and within the time specified by the teacher.

The District will not impose a grade penalty for makeup work after an absence resulting from suspension.

## **Multi-Tiered System of Supports**

WISD teachers will implement general Tier I classroom interventions and instructional accommodations for students who are struggling academically and/or behaviorally. If classroom accommodations are not resulting in student success, the teacher may request help from the campus Multi-Tiered System of Support team (MTSS) for Tier II and III supports.

The MTSS team may be composed of an instructional coach, counselor, administrator, teacher(s), and the parents. Other WISD staff members may be invited to attend based on the needs of the student. The MTSS team may recommend that the teacher(s) implement specific targeted interventions, based on the difficulties the student is experiencing. Please note that if a student is receiving targeted interventions, parents will be notified and documentation recorded. The teacher(s) will gather data on the student's performance (progress monitoring) throughout the intervention process and will periodically report the results to the MTSS team. The parent will also receive progress monitoring updates for the duration of the intervention.

Ultimately, if the interventions do not result in improved student performance, the MTSS team may recommend that the parents provide consent for the district to conduct a full individual evaluation under the Individuals with 11 Disabilities Education Act (IDEA) or an assessment under Section 504 of the Rehabilitation Act.

### **STUDENTS WITH DISABILITIES (SPECIAL EDUCATION/SECTION 504)**

If a student is in special education or is identified as a Section 504 student, testing methods must allow the student to demonstrate certain knowledge and skills regardless of his/her disability. If alternative methods of testing are required, it should be documented in the accommodations section of the Individual Education Plan (IEP) or Section 504 Individual Accommodation Plan (IAP). All teachers working with the student should be aware of these accommodations and shall follow the IEP or 504 accommodations as indicated.

### **PROMOTION GUIDELINES FOR GRADES PK– 5**

A student may be promoted only on the basis of academic achievement or demonstrated proficiency of the subject matter of the course or grade level. EIE (LEGAL)

Grades PK-K: Progress of students in kindergarten will be reported on a standards-based report card. The standards-based report card will include information on the specific standards that need to be mastered in the four core subjects of language arts, math, science, and social studies. Additionally, parents are to receive information indicating reading skills that will include reading level, fluency, and comprehension.

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. EIE (LOCAL)

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. EIE (LOCAL)

Students in grades 5 must meet the passing standard on the applicable state-mandated assessments (STAAR) in reading and mathematics to be promoted to the next grade level in addition to the District's local standards for mastery and promotion. 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 for STAAR, the campus Grade Placement Committee (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. EIE (LOCAL)

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## 2022-2023 Secondary Grading Guidelines (6-12)

### Waxahachie Independent School District

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The purpose of the grading guidelines is to ensure that grading practices are consistent among grade levels, subjects, and campuses. These guidelines shall ensure that grading reflects student achievement and that a sufficient number of grades are taken to support the average grade assigned.

#### **LESSON PLANS**

Lesson plans shall be aligned with the District's curriculum Scope and Sequence, Pacing Guide, and Timelines. The lesson plan design shall include those items deemed appropriate for that specific campus by the campus principal. Such items shall include, but not be limited to, Texas Essential Knowledge and Skills, English Learner Proficiency Standards (ELPS), instructional strategies/activities which considers any needed prerequisite teaching, student practice, assessment for student mastery, and any required accelerated learning and/or re-teaching. Documentation of modifications for students receiving special education services and extensions for Gifted and Talented students must be maintained.

Teachers shall adhere to the District scope and sequence. Technology objectives listed in the TEKS must be integrated into the content areas.

## GRADE REPORTING CATEGORIES

All Subjects:		
Tests (55%)	Quiz / Classwork (30%)	Independent Practice/Homework (15%)
<ul style="list-style-type: none"> <li>● Science Lab</li> <li>● Major Projects</li> <li>● Summative Tests</li> <li>● Unit Tests</li> <li>● Performance Tasks (Pre-AP)</li> </ul>	<ul style="list-style-type: none"> <li>● Independent Practice/Group</li> <li>● Formative Assessments</li> <li>● Quick Formative Checks (QFC)</li> </ul>	<ul style="list-style-type: none"> <li>● Homework</li> <li>● Warm-Ups/Bell Ringers</li> <li>● Exit Tickets</li> </ul>
<ul style="list-style-type: none"> <li>● Minimum of 2 per 6 weeks</li> <li>● Minimum of 1 at 3 weeks reporting</li> </ul>	<ul style="list-style-type: none"> <li>● Minimum of 3 per 6 weeks</li> <li>● Minimum of 2 at 3 weeks reporting</li> </ul>	<ul style="list-style-type: none"> <li>● Minimum of 5 per 6 weeks</li> <li>● Minimum of 2 at 3 weeks reporting</li> </ul>

**Pre-AP and AP courses:** Assessment, Quiz/Classwork, and Homework shall follow percentage breakdowns as listed above.

**Dual Credit Courses:** Course objectives published by the higher education institution must be followed. The course will follow the grading guidelines of the institution awarding credits for the course.

**Semester Grades are weighted as follows:**

- 1st Six Weeks (30%), 2nd Six Weeks (30%), 3rd Six Weeks (30%), S1 Exam (10%)
- 4th Six Weeks (30%), 5th Six Weeks (30%), 6th Six Weeks (30%), Final Exam (10%)
- All teachers are required to update grades weekly and send weekly progress reports and communications via email.
- All class assignments or examinations (i.e., homework, quizzes, tests, etc.) should be graded and returned within 5 school days of the date the assignment was submitted.
- Grades are based on the following scale: A is 90-100, B is 80-89, C is 70-79, F is 69 and below.

Conduct grades may be recorded as E (Excellent), S (Satisfactory), N (Needs Improvement), or U (Unsatisfactory). Campus criteria will be established for each category. The conduct grade is given by the homeroom teacher.

## **GRADE ENTRY & TIMELINE FOR POSTING GRADES IN GRADEBOOK/FAMILY ACCESS**

All assignment grades must have a specific title of the assignment and have a TEKS-based Student Expectation listed in the Skyward Gradebook program.

An assignment grade may only be entered one time.

Teachers must post grades into Skyward no later than 5 school days from the day the assignment(s) was submitted, except for major projects or essays which must be posted no later than 10 school days from the date the assignment was submitted for grading.

An exception will be given to assignments that include a written component which would require additional grading time from a teacher. Such assignments may include but are not limited to research papers, written compositions, data-based inquiries, etc. In such an exception, teachers will communicate an intended timeline for grade posting. The proximity to the end of a grading period must be considered when assigning and grading student work.

## **Unit Tests/PAP-AP Learning Checkpoints & Performance Tasks**

- Unit Tests will be entered as a test grade. Re-tests are permitted if the student receives a failing grade.
- Completed Unit Tests may not be sent home, but must be available for review by the student and/or parent upon request.
- Pre-AP Learning Checkpoints and Performance Tasks will be assigned grades per the WISD Pre-AP Manual

## **PROGRESS REPORTS**

Progress Reports will be posted in Skyward Family Access to parents/guardians on designated dates as posted on the WISD Grade Reporting Timeline. A minimum of 2 Independent Practice/Homework grades, 2 Quiz/Classwork Grades, and 1 Assessment/Major Project grade will be included on each progress report for grades 6-12.

Progress reports will be in accordance with board policy and standards established in EIA (LOCAL)

- A parent conference is required for any student with a grade of 74 or below on a progress report. Parent conferences should be in person, by phone, or by video conference. In the event a conference is not possible, an email notification may satisfy this requirement.

## REPORT CARDS

The District shall issue report cards every six weeks as posted on the WISD Grade Reporting Timeline.

The actual numerical grade earned shall be recorded in the student's permanent, cumulative records.

## ACADEMIC DISHONESTY

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students. Depending on the severity of the incident, consequences may include a repeat of the assignment, grade reduction, grade of zero, and other disciplinary action as appropriate. EIA (LOCAL)

## RE-DO OR RE-TAKE OF CLASS ASSIGNMENTS, PROJECTS, AND TESTS

A student who meets the criteria detailed in the grading guidelines will have a reasonable opportunity to redo a class assignment, project, or re-take a test for which the student received a failing grade (below 70%). The following criteria may be considered when determining the opportunity to redo a major assignment, major project, or test:

WISD Board Policy EIA (LEGAL) and EIA (LOCAL)

1. Students **may not be permitted** to redo a class assignment, project, or test **if** they received a grade of zero or a reduced grade on the original assignment because they were found to have committed an act of academic dishonesty. Teachers, at their discretion, may allow or require a student found to have committed an act of academic dishonesty to submit an alternative assignment.
2. Students must participate in any reasonable reteach or reviewing activities assigned by the teacher in preparation for redoing a major assignment, major project or test at the agreed upon time. The teacher will strive to complete the re-teach/re-test process before school, after school, during campus-wide intervention time, or during class.
3. Students will be allowed to demonstrate proficiency of learning objectives by means of a re-teach activity or re-test for a maximum grade of 70%.

4. Upon the completion of the re-do or re-test, the two grades will be reviewed. The higher grade of the two grades (not the average) will be recorded in Skyward Gradebook. A score of 70-100% on the re-test should be recorded as 70% in the grade book.
5. Students will have 5 school days from the date the assessment or test was graded and returned to the students to complete the re-teach/re-test process.

### **LATE WORK**

The operational definition of late work is when a student has been provided adequate time and instruction to complete student work and has not completed the assigned work by the designated time and date.

Late work will be accepted for a maximum grade of 70 up to five school days prior to the end a grading period. Extensions may be granted at the teacher's discretion if the extension does not extend past the completion of the current grading period.

A teacher may choose to provide a different independent practice activity to ensure that the student has adequate practice on the skill or concept.

A teacher may assign a late penalty to any project turned in after the due date in accordance with the previously established guidelines approved by the principal and disseminated to the students.

Students with extended time accommodations written into their IEPs, 504 plans, and LPAC documentation will be addressed on an individual basis.

### **MAKE-UP WORK**

Students who are absent will be permitted to make up regular classwork, including tests, and receive the actual grade earned. Students are given the number of days absent to make up all work assigned in their absence. Students will be responsible for obtaining and satisfactorily completing the make-up work in a satisfactory manner and within the time specified by the teacher. A student who does not make up assigned work within the timeline allotted by the teacher will receive a zero for the assignment.

Students are encouraged to speak with his/her teacher in advance of absences related to extracurricular activities. Students who are absent due to an extracurricular activity should expect assignments due on the date of their absence to be due immediately upon their return to class.

The District will not impose a grade penalty for makeup work after an absence resulting from suspension.

### **Grading Make-Up Work**

- Make-up work is assigned the same grading guidelines as regularly assigned work.
- There is not a penalty for make-up work that is turned in within the district timelines – for every school day absent, the student has one school day for completion.
- Teachers may assign different or additional work to ensure students who have been absent have sufficient opportunity to master the essential knowledge and skills or to meet subject or course requirements.
- The assignments shall be based on the instructional objectives for the subject or course and may provide greater depth of subject matter than routine make-up work.
- Teachers should assign a code of “ABS” for any work missed due to absence until the allotted time expires for the work to be made up. A zero may only be recorded when the student has failed to make-up or re-do the assignment according to the grading guidelines.
- According to EIA(LEGAL): The District grading policy must require a classroom teacher to assign a grade that reflects the student’s relative mastery of any assignment.
- Please note that make-up work for students who have missed more than five days of school (with a doctor’s note) will be based on critical concepts/objectives and may look different than their non-absent peers.
  - ★ Here are questions to consider before assigning makeup work to students who have missed more than five days of instruction:
    1. Has the student had original instruction in the concepts needed to complete the make-up work?
    2. Is the make-up work essential and centered on critical standards necessary for academic success?
    3. Does the assignment consist of only the essential skills for which the student has received original instruction?
    4. Has the flexibility of the make-up timeline been communicated to all involved?
    5. Is there a need for make-up work due to an extended illness with a doctor’s note, a widespread disease on a campus or grade level, or an individual circumstance resulting in excessive absences?

### **Multi-Tiered System of Supports**

WISD teachers will implement general classroom interventions and instructional accommodations for students who are struggling academically and/or behaviorally. If classroom accommodations are not resulting in student success, the teacher may request help from the campus Multi-Tiered System of Support team. (MTSS)

The MTSS team may be composed of an instructional coach, counselor, administrator, teacher(s), and the parents. Other WISD staff members may be invited to attend based on the needs of the student. The MTSS team may recommend that the teacher(s) implement specific targeted interventions, based on the difficulties the student is experiencing. Please note that if a student is receiving targeted intervention a Notice of Intervention letter is required to go home, notifying the parent of the intervention being received. The teacher(s) will gather data on the student’s performance (progress monitoring) throughout the intervention process

and will periodically report the results to the MTSS team. The parent will also receive progress monitoring updates for the duration of the intervention.

Ultimately, if the interventions do not result in improved student performance, the MTSS team may recommend that the parents provide consent for the district to conduct a full individual evaluation under the Individuals with Disabilities Education Act (IDEA) or an assessment under Section 504 of the Rehabilitation Act.

### **STUDENTS WITH DISABILITIES (SPECIAL EDUCATION/SECTION 504)**

If a student is in special education or is identified as a Section 504 student, testing methods must allow the student to demonstrate specific knowledge and skills regardless of his/her disability. If alternative methods of testing are required, it should be documented in the accommodations section of the Individual Education Plan (IEP) or Section 504 Individual Accommodation Plan (IAP). All teachers working with the student should be aware of these accommodations and shall follow the IEP or 504 accommodations as indicated.

### **PROMOTION GUIDELINES FOR GRADES 9-12**

Promotion guidelines for students in grades 9-12 can be found in the Course Catalog and WISD Policy EI (Legal)

### **Semester Exam Exemptions (WHS only)**

Waxahachie High School will offer exemptions from some semester exams for students who meet the following criteria:

- Freshman may qualify for semester and final exam exemptions in up to 2 classes.
- Sophomores may qualify for semester and final exam exemptions in up to 4 classes.
- Juniors may qualify for semester and final exam exemptions in up to 6 classes.
- Seniors may qualify for semester and final exam exemptions in up to 8 classes.
- To be eligible for an exemption in a particular class, students must have a 90 or better semester average in that class 7 days prior to the date exams begin, AND must have no zeros in that class, AND must not have been assigned any Out of School Suspension (OSS) or Alternative School (AEP) days, AND, must not have been assigned more than 3 In School Suspension (ISS) days.

\*Any student that qualifies for an exemption may choose to take the exam. The teacher will use the option which best helps the student's semester grade will be used by the teacher in their calculations.

\*\*The Waxahachie High School exemption policy in dual credit courses pertains only to the Waxahachie High School curriculum. College courses still must meet all semester exam / final exam requirements as determined by the college curriculum.

\*\*\*The students are exempt from the EXAM ONLY, not from attendance in the class during the exam day.

\*\*\*\*All WHS Semester and Final Exam exemptions require parental signatures to confirm consent (permission).



Waxahachie ISD  
BOARD OF TRUSTEES

**Date:** August 8, 2022  
**Subject:** Appointment of Certified  
School Marshals



Background:

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

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Proposed Tax Rate for 2022



As presented in the budget workshop, the proposed tax rates for the 2022-2023 school year is \$1.3268 per \$100 in valuation. This rate is made up of:

\$0.9429 for Maintenance and operations (M&O)

\$0.3839 for Interest and Sinking (I&S)

Upon approval by the Trustees, these rates will be published in the notice of public hearing to discuss budget and proposed tax rate. The public hearing will be held on Monday August 29.

**Recommendation:**

Approve the publication of the proposed tax rates for the purpose of conducting a public hearing on the proposed budget and tax rate.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Audit Engagement Letter for Year Ended August 31, 2022



In accordance with Education Code §44.008(a), the Board is required to engage a certified public accountant in good standing with the State Board of Public Accountancy to conduct an independent financial audit at the close of each fiscal year.

Presented for approval is an engagement letter with K. Evans & Associates, PLLC to perform the annual financial audit for the year ending August 31, 2022. The price for this engagement will not exceed \$34,000. The State Board of Public Accountancy shows the firm's license to be in good standing with no disciplinary action taken.

**Recommendation:**

Approve engagement letter with K. Evans & Associates, PLLC to conduct the independent financial audit as of August 31, 2022 at a price not to exceed \$34,000.



June 30, 2022

To Board of Trustees  
Waxahachie Independent School District  
411 N. Gibson Street  
Waxahachie, TX 75165

We are pleased to confirm our understanding of the services we are to provide for Waxahachie Independent School District for the year ended August 31, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Waxahachie Independent School District as of and for the year ended August 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Waxahachie Independent School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Waxahachie Independent School District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

We have also been engaged to report on supplementary information other than RSI that accompanies Waxahachie Independent School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual Non-major fund financial statements
- 3) Schedule of Delinquent Taxes Receivable

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Waxahachie Independent School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Waxahachie Independent School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Waxahachie Independent School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Waxahachie Independent School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements,

the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule

of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of K. Evans & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of K. Evans & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kirk Evans is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our audit fee will not exceed \$34,000. Our standard hourly rates vary according to the degree of responsibility involved and the

experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of Waxahachie Independent School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Waxahachie Independent School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return a copy to us.

Very truly yours,

K. Evans & Associates, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Waxahachie Independent School District.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Texas State Board of Public Accountancy

William Treacy, Executive Director

## Office - K. EVANS & ASSOCIATES, PLLC

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**Firm License ID**

C10583

**Firm name**

K. EVANS & ASSOCIATES, PLLC

**Resident manager**

Mr. EVANS

**Location**

4433 PUNJAB WAY STE 102

FRISCO TX 75033

Phone: (972)335-9754

**Date registered**

10/30/2019

**License expiration date**

10/31/2022

**Status**

**Issued (Current)**

**History of disciplinary actions**

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**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Human Resources



Recommendation:

Consideration to approve the new/and or modified positions as presented.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Pay Sheets; Stipends



**Recommendation:**

The Board is asked to approve the pay and stipend schedules as presented.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Human Resources



Recommendation:

Consideration with possible action to approve the 2022-2023 list of appraisers as presented.

**TTESS Certified Appraisers  
2022-2023** *(as of 7/28/22)*

Last Name	First Name	Campus	Certification Status	Certification Year
Averett	David	Admin	Certified	2022-2023
Burkhalter	Theresa	Admin	Certified	2022-2023
Cagle	Sean	Admin	Certified	2022-2023
Mott	Lisa	Admin	Certified	2022-2023
Treat	Ashley	Admin	Certified	2022-2023
Benskin	Al	Challenge	Certified	2022-2023
Cotten	Tiffany	Challenge	Certified	2022-2023
Bragg	Christy	Clift	Certified	2022-2023
Malone	Tanisha	Clift	Certified	2022-2023
East	James	Coleman	Certified	2022-2023
Mason	Aisha	Coleman	Certified	2022-2023
Minton	Lisa	Coleman	Certified	2022-2023
Thompson	Christopher	Coleman	Certified	2022-2023
Aleman	Ginger	Dunaway	Certified	2022-2023
Heimbuch	Stephanie	Dunaway	Certified	2022-2023
Gabbard	Ashley	Felty	Certified	2022-2023
Griffith	Brittany	Felty	Certified	2022-2023
Bridges	Ben	Finley	Certified	2022-2023
McLemore	Jenni	Finley	Certified	2022-2023
Thorne	Tatum	Finley	Certified	2022-2023
Zandt	Derek	Finley	Certified	2022-2023
Lozier	Jerry	Global	Certified	2022-2023
Lynch	Ken	Global	Certified	2022-2023
Cavazos	Ryan	Howard	Certified	2022-2023
Lynch	Christopher	Howard	Certified	2022-2023
White	Karina	Howard	Certified	2022-2023
Bartosh	Michelle	Marvin	Certified	2022-2023
Polk	Karin	Marvin	Certified	2022-2023
Brown	Erica	Northside	Certified	2022-2023
Foster	Stefani	Northside	Certified	2022-2023
Brown	Paige	Shackelford	Certified	2022-2023
Schaeffer	Veronica	Shackelford	Certified	2022-2023
Cortez	Krystal	Simpson	Certified	2022-2023
Wilson	Darla	Simpson	Certified	2022-2023
Binnicker	Dustin	TLI	Certified	2022-2023
Gilby	Traci	TLI	Certified	2022-2023
Hilburn	Dawn	TLI	Certified	2022-2023
Johnson	Stacee	TLI	Certified	2022-2023
Kline	Andrea	TLI	Certified	2022-2023
Kubin	Christi	TLI	Certified	2022-2023
Robinson	Ginger	TLI	Certified	2022-2023
Smithey	Theresa	TLI	Certified	2022-2023
Solis	Lynda	TLI	Certified	2022-2023

Last Name	First Name	Campus	Certification Status	Certification Year
Gilliam	Normel	Turner	Certified	2022-2023
Day	Tim	Wedgewort	Certified	2022-2023
Thompson	Laura	Wedgewort	Certified	2022-2023
Buck	Randall	WHS	Certified	2022-2023
Escoto	Tony	WHS	Certified	2022-2023
Harris	Tonya	WHS	Certified	2022-2023
Harrison	Daniel	WHS	Certified	2022-2023
Rieper	Stephanie	WHS	Certified	2022-2023
Rogers	Candra	WHS	Certified	2022-2023
Authier	Kate	Wilemon	Certified	2022-2023
Nelson	Jessica	Wilemon	Certified	2022-2023
<b>New AP will receive training this fall:</b>				
Burkhalter-Foley	Jennifer		Scheduled to be complete by Sept. 15.	

Waxahachie ISD  
BOARD OF TRUSTEES

**Date:** August 8, 2022

**Subject:** MOU with Navarro College for Dual Credit

Background:

Navarro College and Waxahachie ISD (Global High School) are partnering to provide eligible high school student with the opportunity to enroll in Navarro College courses and receive simultaneous academic credit (dual credit) from Navarro College and Waxahachie ISD (Global High School). Results of the dual credit/concurrent enrollment courses will be noted on transcripts from both institutions.

Recommendation:

Approve the 2022-2023 MOU between Navarro College and Waxahachie ISD (Global High School).

## Memorandum of Understanding

Navarro College and the Waxahachie Independent School District

For 2022-2023 Waxahachie Global High School

This Memorandum of Understanding is hereby entered into by and between Navarro College, a political subdivision, (hereinafter called "the College" or NC), acting by and through its President; and the Independent School District, a Texas political subdivision (hereinafter called "the School District" or "the ECHS"), acting by and through its Superintendent.

### **PREAMBLE**

WHEREAS the parties of this Memorandum of Understanding desire to establish the agreement between the School District and Navarro College, the goal will be to provide dual enrollment for dual credit college courses for high school students, serving grades 9-12. Most of the student population of the School District will be composed of first-generation college students, low-income families, at-risk students, disadvantaged groups, students who may not have received the academic preparation necessary to meet for credit colleges entrance standards, students who are English language learners, and students for whom the cost of college is prohibitive. Potential students for the ECHS will be screened through an application process to determine motivation and commitment to the rigor of a pre-college and college level curricula.

WHEREAS traditionally, Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort), which provide the students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60) and/or a certificate or an associate's degree;

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improve academic performance, and increase high school and college/university completion rates;

WHEREAS both the School District and NC are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist.

NOW, THEREFORE, in consideration of the covenants and conditions and provisions set forth herein, the parties hereto agree as follows:

## **GOALS**

**GOAL 1:** Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of ECHS, including enrollment and fee policies.

- Update the website at <https://www.navarrocollege.edu/admissions/dual-credit/> to include information regarding Early College High School benefits to students, such as cost, convenience, access, transfer of credit.
- Develop collaborative information sessions for students and parents at NC and the School District.

**GOAL 2:** ECHS programs will assist high school students in the successful transition to, and acceleration through, postsecondary education.

- Provide a summer bridge program for new and transitioning Early College High School (ECHS) students.
- Guide students from application through completion at NC through clear pathways, advising and career planning.

**GOAL 3:** All ECHS students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.

- Provide academic advising for all ECHS students after each student completes 15 hours of college credit.
- Provide face-to-face and/or online access to advising, disability services, and tutoring for ECHS students.

**GOAL 4:** The quality and rigor of ECHS courses will be sufficient to ensure student success in subsequent courses.

- Academic Advisory Committee: a committee comprised of NC faculty, deans, and department chairs will develop processes and procedures to ensure academic integrity of college courses, including content, instruction, and rigor.
- High School Accountability Committee: a committee comprised of school district designated representatives.

## STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

- **GOVERNANCE**
  - **TEXAS ADMINISTRATIVE CODE:** Governance of the ECHS is provided in Texas Administrative Code (TAC), Title 19, Part 1, Chapter 4, Subchapter G. Additional laws governing Dual credit are found in Subchapter D.  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=T&app=9&p\\_dir=N&p\\_rloc=102475&p\\_tloc=&p\\_ploc=1&pg=13&p\\_tac=&ti=19&pt=1&ch=4&rl=85](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=102475&p_tloc=&p_ploc=1&pg=13&p_tac=&ti=19&pt=1&ch=4&rl=85), and  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=T&app=9&p\\_dir=P&p\\_rloc=158398&p\\_tloc=&p\\_ploc=1&pg=23&p\\_tac=&ti=19&pt=1&ch=4&rl=85](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=T&app=9&p_dir=P&p_rloc=158398&p_tloc=&p_ploc=1&pg=23&p_tac=&ti=19&pt=1&ch=4&rl=85)
- **APPLICATION FOR ECHS:** The ECHS established under this agreement is to be governed by state and federal laws and regulations, as well as School District and College policies requirements. The School District shall apply, at its sole discretion, to the Texas Education Agency for the establishment and continual approval of an Early College High School designation. Responsibilities of the College are subject to approval of the NC Leadership Team. Failure to apply or seek approval from the Texas Education Agency shall not be a breach of this Memorandum of Understanding (MOU).
- **PRINCIPAL:** The ECHS Principal will be appointed by the Superintendent of the School District, and will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the administrator, and the administrator shall not be entitled to receive employee benefits from the College, including but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the administrator. Should the school administrator position become vacant, the need to appoint a new administrator arises, following all School District Human Resources Policies, and Procedures, NC, upon approval by the School District, will have the opportunity to be represented on the administrator search committee and take part in the selection process. The School District agrees to assign the ECHS Principal as soon as a qualified candidate is identified and hired.
- This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

## LOCATION OF CLASSES

Navarro College Waxahachie Campus  
1900 John Arden Drive  
Waxahachie TX 75165

Waxahachie Global High School  
275 Indian Drive  
Waxahachie TX 75165

## **INSTRUCTIONAL CALENDAR:**

- The instructional calendar of the ECHS will contain and reflect all of the College's major holidays and campus closings. All ECHS students and faculty are required to follow the NC academic calendar and deadlines. The entire college-level course must be taught within the NC academic term.

## **COURSES AND CURRICULUM**

- **PROVISION OF ELIGIBLE COURSES:** The ECHS will provide all courses for high school only credit. The College will award transcript credit for dual credit courses that have been approved by NC and the ECHS, provided that courses shall be evaluated and approved through the College curriculum approval process and shall be taught at the college level. Regular academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses.
- **COMPOSITION OF CLASS:** Dual credit courses may be comprised of ECHS and dual credit students only or of ECHS, dual credit and college credit students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions outlined in the TAC, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 listed below:
  - If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
  - If the high school credit-only students are College Board Advanced Placement students. (ACGM and WECM student learning outcomes for the College course will supersede additional content required for College Board advanced placement exams.)
  - If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credits. (Please note that NC does not articulate credit. Therefore, all NC career and technical dual credit course sections are for dual credit only and may not be mixed with regular high school students.)
- **DEGREE PLAN:** The College will approve Associate of Arts, Associate of Science, and Associate of Applied Science degrees and Certificates in which ECHS students may enroll. Career planning and academic advising will guide students toward selection of a degree plan. Students must declare a major and receive advising after taking 15 hours of college credit.
- **COURSES OF STUDY AND CURRICULUM:** NC and the ECHS shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC Sub. D, Rule 4.28), an Associate degree or up to 60 credit hours towards a baccalaureate degree during grades 9-12. Selected courses must be from the declared and approved degree plan.
  - The ECHS will provide students with academic, social, and student support services in the high school course of study.

- The ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.
  - The ECHS will provide students access to instructional materials on or before the first class day according to the College academic calendar.
  - The College will provide students with academic and student support services for the college level course of study.
  - The College shall ensure that curricula offered for college credit and comparable courses offered by the College are equivalent with respect to the curriculum, materials, instructional activity, and method/rigor of evaluation of student performance. (TAC Sub. G, Rule 4.157)
  - The College will regularly update the ECHS counselor and principal regarding College curricular changes.
- **COLLEGE COURSES:**
    - Dual credit courses under the governance and assessment of NC are college level classes in curricula, content, rigor, grading and weighting, and instruction during the college term, which may provide both college transcript credit and high school credit.
    - Dual credit courses must follow the NC departments' established syllabi, as well as the grading/weighting of assignments, exams, labs, and projects to maintain the academic integrity and rigor of the college course.
    - The School District may not impose additional curricular requirements on the college class or the instructor of record for the college course.
    - Dual credit courses use the College's approved learning management system and gradebook. The gradebook must be kept up to date weekly for students to maintain awareness of status in the course.
    - All evaluations and observations of NC College classes and dual credit professors must be completed by a NC department chair or faculty member designated by the department chair. School District evaluations taking place cannot change the college curriculum, rigor, grading, weighting, or pedagogy.
  - **COURSE COMPLIANCE:** Designated NC personnel will monitor the quality of instruction to assure compliance with the standards established by NC. Regardless of location, dual credit courses will be equivalent in all aspects. Syllabi, course outlines, and departmental requirements will be completed by the College as determined for courses that are offered for college credit. Coursework is expected to be college level and not include additional high school assignments or projects.
  - **TRANSCRIPTION OF CREDIT:** The College and the School District will transcript dual credit courses for both college credit and high school credit, respectively, immediately upon student completion of the performance required in each course and the professor entering grades by the submission deadline.
  - **ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:** The School District and ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy

that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled when required by the state. In addition, The School District must administer the Texas Success Initiative (TSI) college placement exam beginning with (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able to do so.

## **FACULTY**

- **PROVISION OF FACULTY:** The ECHS will provide and be responsible for evaluation and assessment of instructors and staff for high school credit-only courses conducted at the ECHS. The College will credential, and where appropriate provide instructors for all dual-credit courses, provided each class meets the minimum (16) and maximum allotments as indicated by NC standards. Internet classes without the minimum of sixteen students may be paired with an internet section from another NC section in order to provide the course and faculty. The ISD will be responsible for payment of the college course section(s), at the adjunct rate, comprised of (16) or more ECHS students, enrolled on the NC campus, online, or if a non-embedded faculty member is sent to the ECHS.
- **HIRING AND SELECTION OF FACULTY:** The College shall select and/or approve instructors of all college-level curricula offered for college credit in an ECHS. These instructors must be regularly employed faculty members of the College or meet the same standards indicated in the NC Board Policy Manual (OBA-Regulation). All college-level faculty must complete the hiring process at NC in addition to being hired by the School District. A criminal background check must be provided for all professors as required by Texas Government Code Chapter 411. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156) TRS benefits for full-time faculty will be provided by the full-time employment institution.
- **SUPERVISION AND EVALUATION OF FACULTY:** The School District will provide, and will be responsible for, the evaluation, assessment, and approval of teachers and staff for high school credit-only courses. The College shall supervise and evaluate instructors of college-level curricula offered for college credit using the same or comparable procedures used for faculty at the College Campus. (TAC, Title 19, Part 1, Ch. 4, Subchapter G, 4.156)
- **GOVERNANCE:** Faculty of the College are responsible to the College. Faculty of the School District are responsible to both the College and the School District as follows:
  - The College governs the curriculum, content, rigor, textbook, resources, grading/weighting, instruction, and evaluation of college-level teaching.
  - The School District governs all non-academic and School District aspects of employment.
  - Faculty of college credit courses are required to follow the departmentally established syllabi, timelines, and weighting of course assignments/ testing/labs to maintain the integrity of college courses. Dual credit and ECHS faculty must attend College department meetings as required by the Department Chair.

- **HUMAN RESOURCES:** The School District will collaborate with the College to ensure that all School District faculty applying to teach dual credit courses meet the credential requirements as stated in the College's Board Policy Manual (OBA-Regulation). The School District is required to agree to full information sharing in the event of an investigation of a personnel matter regarding dual credit faculty.
  - Academic complaints or grievances against any dual credit faculty member should follow the NC Grievance Policy in the NC Board Policy Manual (FLDB-Regulation).
  - Complaints or concerns against or proposed removals of dual credit faculty teaching a College course are required to be reported to the Director of School District Partnerships, as well as, the appropriate Department Chair, Dean, and the College's Office of Human Resources to the attention of Human Resources Assistant Director of Employee Relations and Compliance for investigation (DL-Regulation).
  - The School District will comply with Title IX of the Education Amendments 1972 regulations as stated in the College's Board Policy, Freedom from Discrimination, Harassment, Retaliation and Sexual Misconduct and the School District Title IX policy in resolving complaints.
  - The College and the School District will work collaboratively and timely to share all information necessary in the event of an investigation of a personnel matter.
  - Reassignment of dual credit faculty for dual credit courses currently being offered should not impede the progress of the course and should occur only under extreme circumstances. As the credit granting authority of the college course, NC retains the right to approve, reassign, and/or end association with credentialed faculty teaching its courses.
  - Any termination or suspension of employment with the School District will automatically cause termination or suspension from the College.
  - NC reserves the right to end association with any dual credit professor employed by the School District who refuses to abide by NC departmental and College standards, who continues to exhibit poor performance, receives poor evaluations, and/or violates NC Board Policy, processes and/or procedures.
  - NC acknowledges and understands that nothing in this MOU is intended to give NC any authority to employ or release any employee of the School District from the School District, and that any decisions regarding the employment of School District employees may only be made by, and are at the sole discretion of the School District.
  
- **PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY:** The ECHS and NC shall provide opportunities for dual credit faculty and higher education faculty to collaborate through planning, teaching, and professional development. The ECHS will, provide common planning time for dual credit instructional faculty and other appropriate staff, including school leaders and, when possible, higher education faculty. The college requires all dual credit faculty to complete professional development requirements of adjunct faculty in compliance with Board Policy (DK-Regulation). Additionally, dual credit faculty employed by the School District may be provided by NC.

- A full-time NC faculty mentor to assist with College procedures and standards.
  - Annual professional development sessions.
- **RESPONSIBILITIES OF FACULTY:** All full-time, adjunct, dual credit and ECHS faculty must follow the job description and requirements of NC faculty as designated in NC Board Policy and as found in the Addendums of this MOU, including, but not limited to the following aspects:
    - **ENROLLMENT REPORTING, VERIFICATION AND ATTENDANCE:** All full-time, adjunct, dual-credit faculty are required to report enrollment according to the NC Academic Calendar deadline. Enrollment reporting completes verification of rosters for the College. Only students on the College roster will receive college credit for the course. Faculty must verify rosters between the High School and the College. Dual credit faculty must keep accurate records of attendance, including last date of attendance for students who receive a grade of F.
    - **GRADEBOOKS:** Faculty are required to maintain college credit grades in the current gradebook system of the College. Faculty are required to complete NC's online or face-to-face gradebook training before classes begin. All full time and adjunct faculty are required to maintain accurate grades using the grading rubric set by the specific NC department. Faculty are required to deliver final grades according to the NC Academic Calendar.
    - **GRADE REPORTING:** All full-time, adjunct, and dual credit faculty are required to report final semester grades according to the NC Academic Calendar. Faculty are not required by the College to report 6-week or 9-week grades. Faculty must maintain letter and numeric grading for the College and the ECHS, respectively. The only official grades currently assigned at NC are mid-term and final course number grades. NC does not assign progress grades to our college students. All course-grading conventions are stipulated in each instructor's course syllabus. Students are responsible for managing their status in their college course(s) and for reporting progress to their high school official. Students may obtain their current grade or course standing by the gradebook method outlined in their course syllabi. Grades provided by students should only be used as an academic check for intervention purposes and to monitor student success. As always, faculty report academic or behavioral concerns through NC's Care Report system as appropriate.
    - **ASSESSMENT REPORTING:** Faculty are required to administer and evaluate student assessment materials, both general education and department level, as well as collect and report data to the respective Department Chair.
    - **SICK LEAVE:** Faculty requiring absence due to illness should prepare a college-level assignment/project for students to complete in place of a face-to-face class. The assignment should be equivalent in length to a traditional class time. In the event that an extended administrative/FMLA/sick leave of more than 3 days or cumulative absences that extend more than 3 days over a semester involves a SCHOOL DISTRICT employee/NC adjunct, it is

the responsibility of the School District to inform the appropriate Department Chair or Dean within 24 hours.

- GRADING PERIODS AND POLICIES:** Semester grades and grading policies are outlined in each professor's course syllabus and posted in the online learning management system, as well as on the College website. ECHS students will be informed by the course instructor regarding academic progress/grade status prior to the last day to Drop/Withdraw deadline at the College. Students should speak with the course instructor, request support services, including tutoring, prior to withdrawal from the college course. ECHS students struggling to maintain a passing grade should weigh the pros and cons of withdrawing from the class. Withdrawal from the college course does not result in a withdrawal from the high school course or ECHS. ECHS personnel are responsible for advising ECHS students concerning academic progress in the high school component of the program. The School District may request a grade report from students, if necessary.
- FINAL GRADE REPORTS:** All grade reports for students will be produced and disseminated electronically through the student portal of NC following the end of NC's academic semester. Semester and cumulative GPAs will be reflected on grade reports. All transcript corrections are updated prior to the next grade reporting period. It is the responsibility of the College Registrar to ensure that all applicable security and confidentiality requirements for the reporting and posting of grades and the maintenance of transcripts are met. Grade reports to the School Districts will occur within one week of the end of the semester.
- WEIGHTING, GPA, AND ACADEMIC STANDING:** The ECHS shall follow School District policy as to the weighting system of college grades for the ECHS student's final high school grade point average (GPA). ECHS students are expected to meet academic standards for coursework completed through NC as defined in the College's Academic Catalog.
- GRADING METRIC:** NC utilizes the following grading policy, and provides final grades to the School District. Faculty will maintain letter and numeric grades for use by the College and the ECHS, respectively.

Grade	Interpretation	Grade points Per Semester hour
A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
I	Incomplete	Not Computed
W	Withdrawal	Not computed

- UIL ELIGIBILITY:** As the College does not provide six (6) week or nine (9) week grades, the College recommends that the high school review the UIL and TEA rules regarding eligibility of students enrolled in dual credit courses.

## **STUDENT ENROLLMENT REQUIREMENTS AND ACADEMIC POLICIES**

- **STUDENT ELIGIBILITY:** Students accepted to the ECHS are eligible to participate in dual credit courses within their declared major upon meeting the minimum passing scores on the assessment instruments as listed in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter D, § 4.85.
- **ENROLLMENT PROCESS:** The College will assist with enrollment for all ECHS students eligible for dual credit courses. ECHS students must follow the College's Admissions, Advising, and Registration requirements as stated in the College Catalog found on the NC website.
- **CONTINUED ENROLLMENT:** Enrollment in dual credit courses is contingent upon the following:
  - An ECHS student will maintain academic standards for coursework completed through NC.
  - If a student's academic standards placing them on Academic Probation or Suspension, the student will be required to meet with the appropriate academic dean for approval to register for the upcoming term.
  - An ECHS student who has failed a course will be allowed to have one repeat of the course with tuition and fees waived by NC. Any attempts after the first repeat of the course, the student will assume the financial responsibility for the tuition and fees of the course(s) retaking.
  - An ECHS student who is indebted to NC for any reason will not be allowed to register until all financial obligations due to the College are cleared.
- **COURSE OFFERINGS:** The ECHS administrator's office and counseling center, working with the College's Early College High School Programs and Service Office, will maintain a schedule of courses that will be offered to every cohort class for planning and advising and will share information regarding student enrollment.
- **STUDENT ATTENDANCE POLICIES:** ECHS students will be required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessments), are in violation of the contract between the ECHS, the College and the Texas Higher Education Coordinating Board (THECB). Students absent from NC classes due to competitive athletic events and/or competitive academic extracurricular high school activities abide by the same policies as all other NC students in giving prior notice to the professor and submitting or completing assignments before the absence. <https://navarrocollege.edu/handbook/>
- **STUDENT CONDUCT:** ECHS students will be required to adhere to the regulations of the College regarding facilities and equipment usage, NC and School District codes of conduct and policies, and are subject to appropriate action taken by the School District and the College. <https://navarrocollege.edu/handbook/>

- **STUDENT COMPLAINTS:** Student grievance or complaint procedures for handling student complaints, regarding the college course, are applicable to all students including those enrolled in ECHS courses. Early College students with complaints shall follow the procedures as stated in the Student Grievance or Complaint Procedures as published in the College Student Handbook. <https://navarrocollege.edu/handbook/table-of-contents/administrative-policy-and-college-credit-policy/student-grievance-procedures/>
- **WITHDRAWAL FROM ECHS:** Students withdrawing at any time during a semester from the ECHS will be dropped from all college courses.

### **STUDENT SUPPORT, TEXTS AND RESOURCES**

- **SERVICES FOR STUDENTS:** Specific services, programs, and activities that may be used by dual credit students include the following: Academic Advising, Navarro Campus Applications, Alerts and the Immediate Notification System, Career Planning, Computer Lab Center/Technical Assistance Center, Computers and Information Technology Service Desk, NC Student Portal, Distance Education (Online Degrees Website, Testing, Surveys, Calling Online Students), Google Apps, Student Support Services (Counseling, Disability Services, Tutoring, Testing Services, University Transfer Center, Library/Learning Resource Center), and Student Programs and Activities (Athletic Events, Clubs/Organizations and Honor Societies).
- **ACADEMIC ADVISING:** The College and School District shall offer comprehensive college advising services for all dual credit and ECHS students consisting of group advising using NC Student Planning, face-to-face or online advising with the College's ECHS advisor. Academic advising for each student includes interpretation of test scores, selection of a major field of study, development of an educational plan, selection of courses and confirmation of final coursework.
  - The College will provide academic and workforce advising consistent with the policies of the Office of Academic Advising. <https://navarrocollege.edu/handbook/?s=Academic+Advising>
  - The School District will provide information to NC to verify student eligibility to enroll in dual credit courses.
- **DISABILITY SERVICES:** The College and the School District will adhere to the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. Accommodations for a dual credit student will be reviewed after the student has requested accommodations through his/her Apache Access (Campus Life, Support Services, Request Accommodations) then meets with the Director of Disability Services or College designee may coordinate class accommodations with the College faculty pending the outcome of discussing the request and needs with the student. <https://www.navarrocollege.edu/support-services/disability-services/>

- **TUTORING:** The College provides free tutoring to all NC students in a face-to-face and online format. All tutors have been trained and are eager to help students succeed in college. <https://www.navarrocollege.edu/support-services/learning-commons/>

### **BOOKS, DIGITAL RESOURCES AND SUPPLEMENTAL MATERIALS**

The School District must provide all textbooks {printed or digital resources}, lab equipment, required workforce equipment, software, materials and supplemental materials needed for ECHS students taking dual credit courses and regular college courses on or before the first-class day. The College approves and updates textbooks as indicated in NC Board Policy. The following procedures must be strictly observed:

- The College Office of School District Partnerships must provide the School District a list of approved textbooks, digital resources, and supplemental materials for the following academic year by May 1.
- Students attending classes on the College campus or via internet must have the current text and materials as required for all NC students enrolled in the course.
- Textbooks and materials purchased by the ECHS for college courses on the ECHS campus may be used for a period of up to three (3) years from the date of purchase if bought in the first year of the approved cycle. If the text is not purchased in the first year of the three-year cycle, the textbook will be approved for the remaining years of the cycle.

### **FACILITIES AND TEACHING ENVIRONMENT**

Early College courses included in this Memorandum will be taught on the School District's campus, the NC campus, or by distance education. For Early College courses taught exclusively to high school students on the high school campus, and for Early College courses taught electronically, NC shall comply with applicable rules and procedures for offering courses at a distance as related to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions.

- **ECHS FACILITIES:** The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction that includes the following:
  - The School District will ensure that College faculty and ECHS students have appropriate access to all available instructional resources and essential technology;
  - The School District shall permit access to the College's electronic learning resources when the course is taught at the School District; and
  - The School District shall meet the required safety standards and have material/equipment that comply with College science or workforce program requirements.

- **TEACHING ENVIRONMENTS:** The School District will ensure that the classroom environment is conducive to college-level learning by:
  - Designating a classroom for the college dual credit classes;
  - Assuring no interruptions take place in the College dual credit class while in session, such as removing students for high school activities or making announcements except for emergencies.
  - Meeting each course for the appropriate number of college contact hours.

#### **FUNDING, COSTS, TRANSPORTATION, SAFETY**

- **FUNDING AND AVERAGE DAILY ATTENDANCE (ADA):** The ECHS shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by the Texas Education Code.
- **TUITION AND FEES:** The College waives all student tuition and course fees of NC college courses for ECHS students. The College does not waive tuition and fees for courses that have already been successfully completed (repeat courses}.
- **FOOD SERVICE:** The School District will provide meals for all students and staff as appropriate under State and Federal Law and School District rules and procedures. The School District may purchase food on college visit days from NC's Food Services Department.
- **SAFETY:** If any high school student, professor, or administrator should experience an accident or sudden illness while on the premises of the College, the response to such incidents will be based upon the guidelines and operational procedures of the School District and the regulations of the College as well as any other agreements between the two entities.

#### **CONFIDENTIALITY, STUDENT RECORDS AND DATA SHARING**

- **FERPA:** In accordance with the Family Education Rights and Privacy Act {FERPA) (20 U.S.C.§1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these records, and all education records, in accordance with all applicable state, federal and local laws and regulations, including FERPA and School District Board Policy series FL. FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under §99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review and education records maintained by the School District, including records that the

College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

- **CONFIDENTIALITY AND SAFEGUARDING OF NC RECORDS:** Under this agreement the School District may: (1) create, (2) receive from or on behalf of NC, or (3) have access to, records or record systems (collectively, "NC Records"). Among other things, NC records may contain Social Security Numbers or data protected or made confidential or sensitive by applicable laws, including the Gramm-Leach-Bliley Act {Public Law No: 106-102}, the Texas Identity Theft Enforcement and Protection Act {ITEPA}, and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). If NC records are subject to FERPA, 1) NC will designate the School District as a NC official with a legitimate educational interest in NC records, and (2) the School District will acknowledge that its improper disclosure or re-disclosure of personally identifiable information from NC records will result in the School District's exclusion from eligibility to contract with NC for at least five (5) years. The School District represents, warrants, and agrees that it will: (1) hold NC records in strict confidence and will not use or disclose NC records except as {a) permitted or required by this Memorandum of Understanding (MOU), {b) required by applicable laws, or {c) otherwise authorized by NC in writing; (2) safeguard NC records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which the School District protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that NC records are safeguarded and the confidentiality of NC records is maintained in accordance with all applicable laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with NC's rules, policies, and procedures regarding access to and use of NC's computer systems. At the request of NC, the School District agrees to provide NC with a written summary of the procedures used to safeguard and maintain the confidentiality of NC records.
- **PUBLIC INFORMATION:** NC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.
- **NOTICE OF IMPERMISSIBLE USE:** If an impermissible use or disclosure of any NC records occurs, the School District will provide written notice to NC within one (1) business day after the School District's discovery of that use or disclosure. The School District will promptly provide NC with all information requested by NC regarding the impermissible use or disclosure.
- **RETURN OF NC RECORDS:** The School District agrees that within thirty (30) days after the expiration or termination of this Memorandum of Understanding for any reason, all NC records created or received from or on behalf of NC, will be (1) returned to NC, with no copies retained by School District; or (2) if return is not feasible, records will be destroyed. Twenty (20) days before destruction of any NC records, the contractor will provide NC with written notice of the School District's intent to destroy NC records. Within five (5) days after destruction, the School

District will confirm to NC in writing of the destruction of NC records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

- **DATA AGREEMENT:** The School District and NC agree to collect data associated with Early College as required for reporting purposes and to share the data with the appropriate agencies, or as needed for internal purposes for use by either entity. In addition, the School District and NC agree to share any data required for the successful completion of the Early College students' graduation plans. When applicable, NC's Institutional Review Board (IRS) will be conferred with when requesting and sharing data.
- **PROVISION OF DATA:** The School District and NC will collect, review, and share via secure method the following aggregated/disaggregated data: number of credit hours taken and earned; number of credit hours dropped; GPAs; state assessment results; SAT/ACT, PSAT, CLEP, and TSI readiness by grade level; qualifications of the ECHS staff; location(s) where courses are taught, final semester grades; and any other data needed to provide appropriate services for the student's education. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: NC's data; the School District's data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.
- **POINTS OF CONTACT:** The School District will provide the College with a District-level point of contact, as well as a campus-level point of contact. NC's Director of School District Partnerships will be the primary point of contact for all ECHS data collection for the College.
- **STUDENT GRADES:** The NC Registrar will be responsible for collection and sharing of all student grades.
- **SURVEYS:** When selected, the School District's ECHS students enrolled in dual credit courses will participate in instructional success and facility satisfaction surveys and other local or national surveys administered to the School District's students.
- **COLLEGE RECORDS AUTHORIZATION:** A student may authorize the parent(s) to view and discuss his or her grades, attendance, and other necessary information; the parent(s) will be allowed to confer with NC faculty, administration, and employees. This authorization release is accepted with submission of the Student/Parent Consent form on the NC website. In accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g) and School District Board Policy series FL, all records relating to students which are generated or maintained by either party shall be considered educational records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws, and regulations, including FERPA and School District Board Policy series FL.
- **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a dual credit course, the ECHS student's information will become part of the College's student directory information and subject to the

Texas Public Information Act. Students will be able to designate release of directory information at both the College and ECHS. Collecting and sharing data between the College, ECHS and the School District will follow College and the School District procedures and policies to provide support for decision making processes.

#### **STATEMENT OF GENERAL TERMS AND CONDITIONS**

- **SUSTAINABILITY:** The School District and NC will develop a plan for yearly evaluation of the ECHS program that will include, but is not limited to, attendance and retention rates, GPA of high school credit only courses and college courses, satisfactory progress in college courses, adequate progress toward the college-readiness of the students in the program, articulation of high school students into four year colleges and universities, attrition rates by grade level and student participation in activities at the College.
- **DISCONTINUATION OF ECHS OPERATION:** Should the School District or the College elect to discontinue the operation of the ECHS, the provision for serving the students will include the following:
  - The ECHS may discontinue operation at the end of the school year in which only 9th grade and 10th grade cohorts are enrolled. ECHS students in the 9th and 10th grade will be received by the School District.
  - An ECHS with 11th grade and 12th grade cohorts must continue operation through those cohorts' scheduled graduation from the ECHS but may elect not to enroll any additional students in the ECHS, unless such students would be added to already existing cohorts within the ECHS. While in the process of discontinuing operation, the ECHS must continue to meet all applicable standards and regulations as mandated by the Texas Education Agency (TEA).
- **AMENDMENT:** The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.
- **TERM, RENEWAL AND TERMINATION OF AGREEMENT:** This MOU, for the operation of SCHOOL DISTRICT Early College High School will be in effect, pending continued approval and reaffirmation by TEA. This Agreement will be reviewed on an annual basis. During any fiscal year, the College and/or the School District reserves the right to terminate this MOU upon service of written notice to the other party no later than the first business day in November. If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice and after the provisions for serving students through the discontinuation process of the School District ECHS, as outlined in this MOU, have been fulfilled.

- **SEVERABILITY:** If any clause or provision of this Memorandum of Understanding is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in the event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- **NON-DISCRIMINATION:** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Memorandum of Understanding is prohibited.
- **NOTICES:** Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered, or certified mail, postage prepaid, addressed to:

Waxahachie Global High School  
 Dr. Jerry Hollingsworth, Superintendent  
 411 N. Gibson Street  
 Waxahachie, TX 75165

Navarro College  
 Dr. Kevin Fegan, District President  
 3200 W. 7<sup>th</sup> Ave.  
 Corsicana, TX 75110

- **TEXAS LAW TO APPLY:** This MOU shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action arising from this Agreement will lie in the state courts located in Ellis County, Texas. NC agrees that it will not file any lawsuit against the School District without first having exhausted the complaint procedure.
- **FORCE MAJEURE:** Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.
- **CAPTIONS:** The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.
- **AUTHORITY:** The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

- **COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION):** In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1<sup>st</sup>. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of the Tex. Loc. Govt. Code Ann. §271.903.
- **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES WILL AND DO HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH RESPECTIVE COUNSEL, AND HOLD HARMLESS THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM EITHER PARTY'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF EITHER PARTY, ANYONE DIRECTLY EMPLOYED BY EITHER PARTY OR ANYONE FOR WHOSE ACTS AS EITHER PARTY MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITV HAS BY LAW OR EQUITY.
- **VENUE; GOVERN ING LAW:** Ellis County, Waxahachie, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas
- **COMPLIANCE WITH LAW:** The School District is aware of, fully informed about, and in full compliance with its obligations under all applicable, federal, state and local laws, regulations, codes, ordinances, and orders with those of any other body or authority having jurisdiction ("Applicable Laws"), including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), Civil Rights Act of 1991, Occupational Safety and Health Act of 1970, as amended (PL 91-596), Immigration and Nationality Act (8 United States Code 1324a), and all other applicable laws. The School District represents and warrants that neither the School District nor any firm, corporation or institution

represented by the School District, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or Federal antitrust laws, or (2) has communicated directly or indirectly the content of the School District's response to NC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

- **TOBACCO FREE POLICY:** NC provides a friendly, tobacco-free environment at all of its sites and satellite facilities.
  
- **WEAPONS POLICY:** Texas Penal Code 46.03 Places Weapons Prohibited and Penal Code 46.035 Unlawful Carrying of a Handgun by License Holder identify premises where handguns are not permitted by Texas Statutes.
  - A person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, illegal knife, club or prohibited weapon listed in Section 46.05 (a) on the physical premises of a school or educational institution, any grounds or building on which an activity sponsored by a school or education institution is being conducted or a passenger transportation vehicle of a school or educational institution, whether the school or educational institution is public or private.
  - A license holder is prohibited from carrying a concealed handgun on Navarro College campus premises were prohibited by law and were prohibited by NC policy.
  
- **LIMITATIONS:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF A SCHOOL DISTRICT AND TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON A SCHOOL DISTRICT AND NC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON A SCHOOL DISTRICT AND NC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**SIGNATURES**

SIGNATURES: The terms and provisions, as outlined above, are true and exact to the best of the knowledge by the parties whose signatures appear below and their assignees. This Agreement constitutes the entire agreement of the parties, and replaces and supersedes any prior verbal understandings, written communications or representations related to the subject matter contained in this Agreement. In the event any portion of this Agreement is deemed illegal or unenforceable, the entire remaining portion of this Agreement shall remain valid and in effect. A waiver by either party of any breach or default by the other party is not a waiver of any other breach of default of this Agreement that may occur. This Agreement, including any rights or obligations hereunder, may not be assigned or otherwise transferred, to any third party without the express written consent of the other party. This Agreement is nonexclusive between the parties; both parties have the right to enter similar relationships with any other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on;

Date: \_\_\_\_\_

Navarro College

By: \_\_\_\_\_

Dr. Kevin G. Fegan, District President

Date: \_\_\_\_\_

Waxahachie ISD

By: \_\_\_\_\_

Dr. Jerry Hollingsworth, Superintendent of Schools

**WAXAHACHIE GLOBAL ECHS: DUAL CREDIT CROSSWALK- 2022-2023**

Navarro College ID	Navarro College Course Title	Credit Hours	HS Course	HS Credits	Grade	Code	AAR Code
ARTS 1301	Art Appreciation	3	Art I	0.5	9	3500100	Fine Arts
BIOL 1406/1407	Biology for Science Majors I & II	8	SCRID I or SCRID II	1	11/12	13037200/13037210	Science
BIO 1408/1409	Biology for Non-Science Majors I and II	8	SCRID I or SCRID II	1	11	13037200/13037210	Science
BIOL 2401/2402	Anatomy & Physiology I & II	8	SCRID I or SCRID II	1	12	13037200/13037210	Science
CHEM 1411/1412	General Chemistry I and II	8	SCRID I or SCRID II	1	12	13037200/13037210	Science
COSC 1301	Intro to Computing	3	BIM I	0.5	10	13011400	Tech Apps
ECON-2301	Principles-Economics Macro	3	Economics	0.5	12	3310300	Social Studies
EDUC 1301	Intro to Teaching Profession	3	Instr. Practices or Pract in Edu	1/2	11/12	13014400/130114500	CTE
EDUC 2301	Intro to Special Populations	3	Practicum of Ed & Training	1/2	11/12	13014400/130114500	CTE
ENGL-1301/1302	Composition I & II	3	English III	1	11	3220300	English
ENGL-2322/2311	British Literature I & Business Tech Writing	6	English IV	1	12	3220400	English
GEOL 1401/1402	Earth Sciences I & II	8					
GOVT-2305	Federal Government	3	United States Government	0.5	12	3330100	Social Studies
GOVT 2306	Texas Government	3	SSADV I or SSADV II	0.5	11/12	03380001/03380021	Other Elective
HIST-1301/1302	United States History I & II	6	United States History	1	11	3340100	Social Studies
HPRS -1101	Intro to Health Professions	1	PRINHLSC	1	9		CTE
MATH-1314	College Algebra	3	Pre Calculus	0.5	11/12	3101100	Math
MATH-2412	Pre-Calculus	4	Pre Calculus	0.5	11/12	3101100	Math
MATH 1314	College Algebra	3	Independent Study in Math I or II	0.5	11/12	03102500/03102501	Math
MATH-1342	Elem. Statistical Methods	3	Independent Study in Math I or II	0.5	11/12	03102500/03102501	Math
MATH 2413	Calculus I	4	Independent Study in Math I or II	0.5	12	03102500/03102501	Math
MATH 2414	Calculus II	4	Independent Study in Math I or II	0.5	12	03102500/03102501	Math
PHYS 1403/1404	Stars and Galaxies and The Solar System	8	Astronomy	1	11	03060100	Science
PSYC 2301	General Psychology	3	Psychology	0.5	10	03350100	Social Studies
SOCI 1301	Intro to Sociology	3	Sociology	0.5	10	03370100	Social Studies
SPAN 1411	Beginning Spanish III	4	Spanish III	1	11/12	03440300	Foreign Lang
SPAN 1412	Beginning Spanish IV	4	Spanish IV	1	11/12	03440400	Foreign Lang
SPCH 1315	Public Speaking	3	Public Speaking I	0.5	9	03240900	Speech

Waxahachie ISD  
BOARD OF TRUSTEES

**Date:** August 8, 2022

**Subject:** TASB Update 119



Background:

The changes recommended to local policies identified by the Texas Association of School Boards within Update 119 were presented on July 18 for the first review by the Board of Trustees. The Board was provided the Local Policy Comparison Packet and Explanatory Notes prepared by TASB.

TASB Board Policy Update 119, which incorporates changes recommended by TASB following the conclusion of the 2021 Special Legislative Sessions. 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 119 affects the following local policies listed below:

- CPC(LOCAL): RECORDS MANAGEMENT
- DMA(LOCAL): REQUIRED STAFF DEVELOPMENT (SB 1267)
- EHAA(LOCAL): REQUIRED INSTRUCTION (SB 9)
- EHB (LOCAL): SPECIAL PROGRAMS – DYSLEXIA TRAINING
- EHBA (LOCAL): SPECIAL EDUCATION – PRESCHOOL IEP
- EHB(LOCAL): GIFTED AND TALENTED STUDENTS (HB 1525)
- EIF(LOCAL): GRADUATION
- FFBA(LOCAL): TRAUMA-INFORMED CARE (SB 1267)
- FFH(LOCAL): FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The affected policies with line-item revisions are attached.

Administration Recommendation:

Administration has analyzed the proposed changes and recommends approval of Update 119 as recommended by TASB.

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

#### ATTN(NOTE)

#### GENERAL INFORMATION ABOUT THIS UPDATE

**Please note:** Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 87th Legislature Regular and Special Sessions.

#### AIB(LLEGAL)

#### ACCOUNTABILITY: PERFORMANCE REPORTING

Quality of learning indicators for remote instruction performance reporting have been added from SB 15 (Second Called Session). (See page 6.)

#### BBB(LLEGAL)

#### BOARD MEMBERS: ELECTIONS

Provisions have been added to this legally referenced policy on elections for a more complete presentation of applicable legal content.

#### BBBA(LLEGAL)

#### ELECTIONS: CONDUCTING ELECTIONS

Upon the board's receipt of certification that a candidate is unopposed in an election, SB 1 (Second Called Session) requires the board to cancel the election and declare each unopposed candidate elected to office.

SB 1 also changed the definition for *eligible county polling place*. Other revisions are to better match legal sources.

#### BBE(LLEGAL)

#### BOARD MEMBERS: AUTHORITY

Provisions on board authority that are addressed at other codes have been removed to eliminate duplication.

#### BBG(LLEGAL)

#### BOARD MEMBERS: COMPENSATION AND EXPENSES

A revision clarifies that an officer *or employee* may participate in the comptroller's contract for travel services when traveling for official business. The comptroller can no longer charge fees for these services.

#### BBI(LLEGAL)

#### BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

Revisions are to update citations and better reflect legal sources.

#### BDAA(LLEGAL)

#### OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are to better reflect legal sources.

#### BDB(LLEGAL)

#### BOARD INTERNAL ORGANIZATION: INTERNAL COMMITTEES

Provisions on board committees have been revised based on current legal authority.

#### BE(LLEGAL)

#### BOARD MEETINGS

This legally referenced policy on board meetings has been revised to reorder and add some existing legal provisions, delete nonessential provisions, and better reflect legal sources.

#### BQ(LLEGAL)

#### PLANNING AND DECISION-MAKING PROCESS

Revised Administrative Code rules resulted in changes to shared services arrangements for DAEP services.

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

#### **CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS**

As provided by SB 611 (Regular Session) and Senate Joint Resolution 35 and approved by voters in November 2021, the surviving spouse of a member of the U.S. armed forces who is fatally injured in the line of duty is entitled to the residence homestead property tax exemption as long as the surviving spouse remains unmarried. (See page 5.)

#### **CDB(LLEGAL) OTHER REVENUES: SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY**

Revisions are to better reflect statutory sources.

#### **CDC(LLEGAL) OTHER REVENUES: GIFTS AND SOLICITATIONS**

SB 3 (Second Called Session) revised the provisions on prohibited use of private funding for certain curriculum and professional development purposes.

#### **CH(LLEGAL) PURCHASING AND ACQUISITION**

We have added a reference on page 12 to amended rules from the Texas Department of Information Resources on purchasing information technology commodity items.

#### **CI(LLEGAL) SCHOOL PROPERTIES DISPOSAL**

Revisions are to better reflect statutory sources.

#### **CPC(LLEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT**

Revisions to this legally referenced policy are based on revised Administrative Code rules from the Texas State Library and Archives Commission (TSLAC) published in [Bulletin B: Electronic Records Standards and Procedures](#). An [overview of Bulletin B](#) is available on the TSLAC website.

#### **CPC(LOCAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT**

Recent updates by the Texas State Library and Archives Commission (TSLAC) to [Bulletin B: Electronic Records Standards and Procedures](#) prompted recommended revisions to this local policy on records management. The new rules add local policy requirements for district management of electronic records.

To meet these requirements, new policy provisions delegate to the records management officer the responsibility to develop procedures for the management of electronic records that comply with the district's records control schedules and meet minimum components required by law.

The [Regulations Resource Manual](#) includes updated sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **CQA(LLEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES**

Based on HB 1525 (Regular Session) and SB 9 (Second Called Session), we have added the requirement to post curriculum materials on human sexuality instruction and instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking to the extent the materials are in the public domain. (See item 42.)

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

#### **CRD(LLEGAL)                      INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE**

Revisions to TRS-ActiveCare provisions are based on amended Administrative Code rules. New text addresses prohibitions on offering alternative group health coverage (see page 2) and highlights the information that must be submitted with written elections to participate in TRS-ActiveCare (see page 3).

#### **CS(LLEGAL)                      FACILITY STANDARDS**

Changes throughout this legally referenced policy on facility standards are from new Administrative Code rules that add extensive standards for capital improvement projects on or after November 1, 2021, and revised Administrative Code rules on the standards applicable to these projects before November 1, 2021.

#### **CV(LLEGAL)                      FACILITIES CONSTRUCTION**

Changes to this legally referenced policy on facilities construction are from new Administrative Code rules that add extensive facility standards for construction of capital improvement projects on or after November 1, 2021.

An existing provision has been added on page 3 regarding the board's notice of delegation.

#### **DC(LLEGAL)                      EMPLOYMENT PRACTICES**

We have added on page 4 new Administrative Code rules addressing the monthly certified statement of employment the district must submit to TRS for retirees employed by the district.

#### **DEAA(LLEGAL)                      COMPENSATION PLAN: INCENTIVES AND STIPENDS**

Changes reflect revised Administrative Code rules on the local optional teacher designation system and mentor teacher programs.

#### **DECB(LLEGAL)                      LEAVES AND ABSENCES: MILITARY LEAVE**

This legally referenced policy on military leave has been updated based on revisions to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### **DFE(LLEGAL)                      TERMINATION OF EMPLOYMENT: RESIGNATION**

Provisions on contract abandonment are revised based on amended rules from the State Board for Educator Certification. The reasons an educator may abandon a contract for good cause now include the educator's reasonable belief that the educator had written permission from the district to resign. Several new mitigating factors have also been added.

#### **DG(LLEGAL)                      EMPLOYEE RIGHTS AND PRIVILEGES**

SB 3 (Second Called Session) broadened a provision from HB 3979 (Regular Session) so that a teacher may not be compelled to discuss a widely debated and controversial issue of public policy or social affairs for any course or subject. The provision is no longer limited to social studies courses in the required curriculum. (See page 5.)

#### **DHC(LLEGAL)                      EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY**

Amended Administrative Code rules revise terminology from *solicitation of sexual conduct* to *solicitation of sexual contact* to better align with statute.

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

#### **DMA(LLEGAL)                      PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT**

Revisions are to update citations and better reflect statutory wording.

#### **DMA(LOCAL)                      PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT**

SB 1267 (Regular Session) requires the board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.

To meet the policy requirements, the recommended local policy text reflects that the board shall annually approve the district's professional development plan, which must be guided by the clearinghouse; note any differences from the clearinghouse recommendations; and include a schedule of required professional development.

We recommend deletion of the previous text allowing time off for attending staff development activities on nonduty time. Such practices may be more appropriately addressed in the employee handbook and administrative regulations.

**Please note:** SB 1267 requires SBEC to publish the clearinghouse by June 1, 2022, and districts to adopt a professional development policy by August 1, 2022. TASB Policy and Legal Services recommend that the board adopt DMA(LOCAL) and approve the district professional development plan by August 1, or as soon as possible thereafter, to ensure compliance with the bill.

#### **DP(LLEGAL)                      PERSONNEL POSITIONS**

Provisions on school psychological services have been updated based on revised Administrative Code rules.

#### **E(LLEGAL)                      INSTRUCTION**

The E section table of contents has been updated to add the new code EHDF, which includes provisions on local remote learning programs, and to update the subtitle for EFB, Library Materials.

#### **EF(LLEGAL)                      INSTRUCTIONAL RESOURCES**

SB 3 (Second Called Session) requires a district to provide login credentials to parents to access learning management or online learning portals used for student instructional materials.

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

Effective with the 2022–23 school year, SB 9 (Second Called Session) provides that the SHAC must recommend the appropriate grade levels and curriculum for instruction on child abuse, family violence, dating violence, and sex trafficking.

The bill also imposes several requirements regarding curriculum materials on those topics, 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.

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

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

New provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, 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.

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

#### **EHB(LOCAL) CURRICULUM DESIGN: SPECIAL PROGRAMS**

This policy requiring the district to provide regular training opportunities for teachers of students with dyslexia is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

**Please note:** This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

#### **EHBA(LEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY**

Amended Administrative Code rules now refer to a student with an *auditory impairment* as a student who is *deaf or hard of hearing* to match statute. (See page 5.)

#### **EHBA(LOCAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY**

This policy requiring the district to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

**Please note:** This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

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

Amended Administrative Code rules revise the list of individuals who must be included in ARD committee meetings for students with deaf-blindness and revise terminology addressing students who are deaf or hard of hearing. Participating special education teachers or providers must be appropriately certified or licensed as required by federal law. The rules also address, as reflected on page 5, IEP implementation for students who enroll in a new district during the summer.

A new Administrative Code rule prohibits consideration of eligibility for supplemental special education services when developing or revising a student's IEP, determining the appropriate educational setting, or in the provision of a free appropriate public education. (See page 8.)

#### **EHBAC(LEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT**

We have removed a repealed Administrative Code provision on out-of-state placement.

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

#### **EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS**

HB 1525 (Regular Session) removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students. We recommend deletion of the corresponding local policy provision.

#### **EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES**

Reporting provisions on expenditure of the state compensatory education allotment have been added from the Administrative Code.

#### **EHDE(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING**

A new provision from SB 15 (Second Called Session) explains how off-campus electronic courses or programs are counted for purposes of average daily attendance. (See page 12.)

#### **EHDF(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: LOCAL REMOTE LEARNING PROGRAM**

Provisions on local remote learning programs from SB 15 (Second Called Session) are reflected in this new legally referenced policy. All provisions in the bill expire on September 1, 2023.

#### **EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION**

Revised Administrative Code rules provide additional detail on the requirement for a student to complete a financial aid application to meet graduation requirements. The rules, beginning on page 3 of this policy, require the board to adopt the TEA-provided form a student may submit to opt out of the financial aid application requirement and require adoption of a board policy to address the methods by which a student can confirm submission of a financial aid application. See EIF(LOCAL), below.

#### **EIF(LOCAL) ACADEMIC ACHIEVEMENT: GRADUATION**

Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements. The recommended text aligns with TEA guidance and addresses methods for both the free application for federal financial aid (FAFSA) and the Texas application for state financial aid (TASFA). Please contact your policy consultant if you have questions or need additional edits to this policy.

Additional [TEA guidance](#) on this topic is available.

The [Regulations Resource Manual](#) includes sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT**

HB 3261 (Regular Session) allows a district to administer a state assessment instrument on the first instructional day of the week upon authorization by the commissioner of education.

#### **EMB(LEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES**

SB 3 (Second Called Session) revised provisions on instructional requirements and prohibitions, including prohibited concepts and activities.

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

#### **FEC(LEGAL) ATTENDANCE: ATTENDANCE FOR CREDIT**

From SB 15 (Second Called Session) we have added a provision permitting a district to exempt students from the 90 percent attendance requirement for courses that are offered under a local remote learning program.

#### **FFBA(LOCAL) CRISIS INTERVENTION: TRAUMA-INFORMED CARE**

SB 1267 (Regular Session) requires training in trauma-informed care to be provided in accordance with the board's professional development policy. Therefore, at Training, a reference has been added to the district's professional development plan. See DMA(LOCAL), above, for more information.

SB 1267 also repealed the requirement for a district to annually report to TEA the number of employees who participated in trauma-informed care training. We recommend deleting the local policy provision.

#### **FFG(LEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

Revisions are to update citations and better reflect legal sources.

#### **FFH(LEGAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

From SB 9 (Second Called Session) we have added the following on page 2:

- New policy requirements on dating violence, including parental notification upon a report of dating violence [see FFH(LOCAL), below]; and
- A provision requiring districts to make available to students age-appropriate materials on the dangers of dating violence and resources for students seeking help.

Other revisions are to better reflect legal sources.

#### **FFH(LOCAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

To meet new board policy requirements from SB 9 (Second Called Session), we recommend text at Notice to Parents, which requires the district, upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator.

District policy must also include reporting procedures and guidelines for students who are victims of dating violence and include a clear statement that dating violence is not tolerated at school. No changes to your district's policy are recommended regarding these elements based on the district's existing policy provisions, which include reporting procedures and a statement of nondiscrimination that specifically prohibits dating violence.

Additional revisions are recommended to clarify the definition of prohibited conduct and the district's response to such conduct.

#### **FM(LEGAL) STUDENT ACTIVITIES**

Provisions from HB 25 (Third Called Session) address transgender students in athletic activities sponsored or authorized by a district and prohibit a student from participating in an athletic competition that is designated for a biological sex that differs from the biological sex stated on the student's official birth certificate. (See page 8.)

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Waxahachie ISD

#### **FNA(LLEGAL)                      STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT EXPRESSION**

We have added the recent U.S. Supreme Court case on student speech, *Mahanoy Area School District v B.L.* The case holds that public schools may have a special interest in regulating some off-campus student speech where the district's interest is sufficient to overcome the student's interest in free expression, such as in situations of serious or severe bullying or harassment, threats, or breaches of school security devices.

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

Revisions are to better reflect legal sources.

#### **FOCA(LLEGAL)                      PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS**

Amended Administrative Code rules resulted in revisions to shared services arrangements for DAEP services and to provisions regarding transitions for students in DAEP.

#### **FOF(LLEGAL)                      STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES**

From HB 785 (Regular Session) we have added a provision requiring the commissioner of education to adopt rules regarding the use of restraint and time-out with a student who is receiving special education services. (See page 8.)

#### **GKA(LLEGAL)                      COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES**

An existing statutory provision has been added to clarify the effect of failing to post signs at each entrance to the premises or other property indicating that firearms and other weapons are prohibited. (See page 8.)

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

We have added existing statutory provisions regarding the use of district facilities by places of worship.

#### **GKG(LLEGAL)                      COMMUNITY RELATIONS: SCHOOL VOLUNTEER PROGRAM**

We have updated for clarification the provisions on obtaining criminal history record information.



## (LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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**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.

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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.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ **Administrator**, as prescribed by Local Government Code 176.001 and 176.~~0065.007~~ [See BBFA ~~and CHE~~]
- Officer for ~~public information~~ **Public Information**, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public ~~information coordinator~~ **Information Coordinator**, as prescribed by Government Code 552.012. [See BBD]

**Local Government Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government Record”

Records Management Officer

The director of public relations shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

*Notification*

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

**Electronic Records**

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

**Website Postings**

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

**Records Destruction Practices**

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

**Training**

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

**The Superintendent shall recommend Staff Development Equivalency**

~~With the District's Superintendent's or principal's prior approval, professional and paraprofessional personnel may attend conventions, conferences, workshops, and seminars on weekends, holidays, summer vacation, or other noninstructional time and be credited with staff development plan for all District employees. The Board shall annually review the professional hours.~~

~~Employees who wish to be excused from a scheduled staff development clearinghouse published by activity shall submit a request to the principal and present evidence of attendance and participation in approved activities not less than two days before the State Board for Educator Certification (SBEC) and annually approve the District's professional scheduled staff development plan. The District's professional development plan must:~~

- ~~1. Be guided by the SBEC clearinghouse training recommendations;~~
- ~~2. Note any differences in the District's plan from the clearinghouse recommendations; and~~

~~Include a schedule of the required professional development for all District employees. activity.~~

**Human Sexuality  
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the ~~District's~~ 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.

**Instruction on  
Prevention of Child  
Abuse, Family  
Violence, Dating  
Violence, and Sex  
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's 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.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

<b>Referral</b>	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
<b>Identification Criteria</b>	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
<b>Assessments</b>	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
<b>Selection</b>	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
<b>Notification</b>	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

<b>Reassessment</b>	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
<b>Transfer Students</b>	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.
Interdistrict	[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
<b>Furloughs</b>	The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.  In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.
<b>Exit Provisions</b>	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
<b>Appeals</b>	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
<b>Program Evaluation</b>	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, [school](#) counselors, students in the gifted and talented program, and the community.

### Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with the state plan for gifted and talented students.~~

### Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

<b>Course Requirements</b>	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
<b>Foundation Program</b>	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires no additional credits beyond the number required by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
<b>No Fine Arts Substitutions</b>	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
<b>Physical Education Substitutions</b>	To the extent permitted by state rules applicable to the student's graduation program, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
Activities and Courses	
No Private or Commercial Programs	The District shall not award state graduation credit in physical education for private or commercially sponsored physical activity programs conducted either on or off campus. [See also EHAC]
<b>Financial Aid Application Confirmation</b>	<p>As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:</p> <ol style="list-style-type: none"><li>1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;</li><li>2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;</li><li>3. A copy or screenshot of the FAFSA acknowledgment page;</li><li>4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);</li></ol>

5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

**Trauma-Informed  
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law [and the Board-approved District professional development plan](#). The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

~~The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.~~

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**Note:** This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of  
Nondiscrimination**

~~The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.~~

**Discrimination**

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited  
Harassment  
Prohibited  
harassment**  
**Statement  
of  
Nondiscrimination**

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

**Harassment**

**Harassment** of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

**Harassment** ~~Prohibited harassment~~ includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual  
Based Harassment**

As required by law, the District shall follow the procedures below at Response to **Title IX Sexual Harassment**—~~Title IX~~ upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment **in an education program or activity and against a person in the United States** under Title IX. [See FFH(LEGAL)]

**Other Sexual  
Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples	Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.
<b>Dating Violence</b>	<p>Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.</p> <p>For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none"><li>1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;</li><li>2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or</li><li>3. Otherwise adversely affects the student's educational opportunities.</li></ol>
Examples	Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.
<b>Reporting Procedures</b>	Any student who believes that he or she has experienced prohibited conduct <b>and any person who</b> believes that <b>another</b> student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.
Student Report	
Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Definition of District Officials	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p>An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
<b>Notice to Parents</b>	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p> <p>When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.</p>
<b>Investigation of Reports Other Than Title IX</b>	The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to <a href="#">Title IX Sexual Harassment</a> — <del>Title IX</del> .

	<p>The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>
Initial Assessment	<p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.</p> <p>If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.</p>
Interim Action	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.</p>
District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p>

	<p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, <del>and</del> harassment, <del>and</del> retaliation.</p>
<i>Bullying</i>	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
<i>Improper Conduct</i>	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
Confidentiality	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
Appeal	<p>A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent <del>has the</del> <del>shall be informed of his or her</del> right to file a complaint with the United States Department of Education Office for Civil Rights.</p>

**Response to Title IX  
Sexual Harassment–  
Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed [or dismissed](#), the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. [The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.](#)

Title IX Formal  
Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student

who refuses to participate in any manner in an investigation under Title IX. [In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.](#)

**Examples**

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

**False Claim**

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

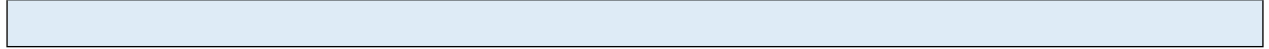
**Access to Policy and Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** August 8, 2022

**Subject:** Extracurricular Status of 4-H Organization and 4-H Adjunct Faculty Agreement (Texas A&M AgriLife Extension)



The documents presented are a Resolution regarding extracurricular status of 4-H organization and an Adjunct Faculty Agreement between Waxahachie ISD and Texas A&M AgriLife Extension/4-H providing sponsored activities and participation of WISD students.

Recommendation:

The Board approve the resolution and the agreement between Waxahachie ISD and Texas A&M AgriLife Extension/4-H as presented.

## EXTRACURRICULAR STATUS REQUEST

Request for Extracurricular Status for 4-H

### ELLIS COUNTY EXTENSION SERVICE

July 19, 2022

*Lee Auvenshine  
Waxahachie Independent  
School District  
411 N Gibson Street  
Waxahachie, TX 75165*

Dear Lee Auvenshine,

On behalf of the 4-H members of Ellis County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Waxahachie Independent School District. I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

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



**Mark Arnold**  
County Extension Agent  
*Agriculture & Natural Resources*



**Sidney Atchley**  
County Extension Agent  
*4-H & Youth Development*



**Danae Hicks**  
County Extension Agent  
*Family & Community Health*



**Jade Edgar**  
County Extension Agent  
*Better Living for Texans*

Attachment: Resolution for Extracurricular Status of 4-H Organization

**EXTRACURRICULAR STATUS REQUEST**

Resolution requesting Extracurricular Status for 4-H

**RESOLUTION****EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

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

Waxahachie Independent School District

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

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

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

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

Approved this 8th day of August, 2022.

Board of Trustee

Superintendent

\_\_\_\_\_

\_\_\_\_\_

## ADJUNCT FACULTY REQUEST

Cover Letter requesting Adjunct Faculty Status

### ELLIS COUNTY EXTENSION SERVICE

July 19, 2022

*Lee Auvenshine  
Waxahachie Independent  
School District  
411 N Gibson Street  
Waxahachie, TX 75165*

Dear Lee Auvenshine,

On behalf of the Ellis County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Waxahachie Independent School District.

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

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

- (A) has a minimum of a bachelor’s degree; and*
- (B) is eligible for participation in the Teacher Retirement System of Texas.*

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

I hope Waxahachie Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information. Thank you and members of the Board of Trustees for your consideration of this request.



**Mark Arnold**  
County Extension Agent  
Agriculture & Natural Resources



**Sidney Atchley**  
County Extension Agent  
4-H & Youth Development



**Danae Hicks**  
County Extension Agent  
Family & Community Health



**Jade Edgar**  
County Extension Agent  
Better Living for Texans

Attachment: Resolution for Extracurricular Status of 4-H Organization

# ADJUNCT FACULTY REQUEST

## Adjunct Faculty Agreement

### THE STATE OF TEXAS COUNTY OF ELLIS

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

Upon consideration and vote of \_\_\_\_\_ in favor, \_\_\_\_\_ is hereby named as adjunct faculty member(s) of the Waxahachie Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 11th day of August, 2022 and remain in effect until the 24th day of May, 2023.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Mark Arnold	County Extension Agent – A&NR	MS – Science Teaching	Tarleton State University	1988
Sidney Atchley	County Extension Agent – 4-H	MS - Agriculture & Consumer Resources	Tarleton State University	2021
Danae Hicks	County Extension Agent - FCH	BS – Agriculture Education	West Texas A&M University	2016
Jade Edgar	County Extension Agent – BLT	MS – Public Health	Texas A&M University	2007

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Waxahachie Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of the District Extension Administrator of District 8, Dr. Donald Kelm.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

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

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of following voluntary student participation in programs conducted by the Texas A&M AgriLife Extension

Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Ellis County Extension Agent(s), Mark Arnold, Sidney Atchley, Danae Hicks, and Jade Edgar (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Waxahachie Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this 8th day of August, 2022.

Waxahachie Independent School District

By: \_\_\_\_\_

**Waxahachie ISD  
BOARD OF TRUSTEES**

**Date:** July 31, 2022

**Subject:** Booknook



Consideration with possible action to approve a contract with Booknook for high dosage reading tutoring for the junior highs at a cost of \$204,250. The funding for this comes from the Texas COVID Learning Acceleration Supports Grant we were awarded by the State.

**DATA SHARING AGREEMENT  
BY AND BETWEEN BOOKNOOK, AND WAXAHACHIE ISD**

**I. PARTIES**

This Data Sharing Agreement establishes the terms by which data will be shared between BookNook Inc. and Waxahachie ISD (collectively referred herein as “the Parties”).

This Agreement is further to the Memorandum of Understanding/Professional Service Agreement entered into by the Parties on 6/27/22.

**II. PURPOSE**

BookNook tutors, using a tablet-based program, will assist students in small group reading and math intervention. Tutors provide both virtual and on-site structured instructional activities based on proven best practice for students in grades K-8.

**III. TERM**

The term of this Agreement shall be from 6/27/22 to 5/26/23. The term may be extended with the written consent of both Parties.

**IV. CONTENT/SCOPE OF SERVICE**

Subject to the conditions stated herein, the Parties agree to share the following data:

BookNook agrees to

- (a) Provide the school and administration with any reasonably requested data and information on student attendance, activities, and performance with respect to BookNook services
- (b) Provide the school and administration with ongoing student progress data while using the BookNook platform

The district agrees to

- (a) Provide data on students participating in the program to BookNook for the purposes of enrolling students in the BookNook system, monitoring progress, and measuring outcomes.

DATA SHARING AGREEMENT

Waxahachie ISD / BookNook

Pg. 2 of 6

(b) Upon BookNook’s reasonable request, provide BookNook with other student information such as parent contact information, IEP information, and qualitative information on academic performance.

(c) Upon BookNook’s reasonable request, provide BookNook with student reading achievement data from district-administered assessments

**V. FERPA – PERSONALLY IDENTIFIABLE INFORMATION**

The data to be shared under this Agreement includes personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 (“FERPA”) (see 20 U.S.C. § 1232g). Disclosure is permitted based on the following exemption (check all that apply):

RECIPIENT is a contractor, consultant, volunteer, or other party to whom the DISTRICT has outsourced institutional services or functions and:

- (1) Performs an institutional service or function for which the DISTRICT would otherwise use employees;
- (2) Is under the direct control of DISTRICT with respect to the use and maintenance of education records; and
- (3) Is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

RECIPIENT receives personally identifiable student information in connection with financial aid for which the student has applied or which the student has received, and the information is necessary for such purposes as to:

- (A) Determine eligibility for the aid;
- (B) Determine the amount of the aid;
- (C) Determine the conditions for the aid; or
- (D) Enforce the terms and conditions of the aid.

RECIPIENT is an organization conducting studies for, or on behalf of the DISTRICT to:

- (A) Develop, validate, or administer predictive tests;
- (B) Administer student aid programs; or
- (C) Improve instruction.

AND

## DATA SHARING AGREEMENT

Waxahachie ISD / BookNook

Pg. 3 of 6

RECIPIENT further agrees:

- (A) The study shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the RECIPIENT who have legitimate interests in the information;
- (B) The information shall be destroyed when no longer needed for the purposes for which the study was conducted; and
- (C) The RECIPIENT shall use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.
  - RECIPIENT is, subject to the requirements of 34 C.F.R. § 99.34, to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled and the disclosure is for purposes related to the student's enrollment or transfer.
  - RECIPIENT is, subject to the requirements of 34 C.F.R. § 99.35, an authorized representative of:
    - (i) The Comptroller General of the United States;
    - (ii) The Attorney General of the United States;
    - (iii) The Secretary; or
    - (iv) State and local educational authorities.
  - RECIPIENT will first obtain written consent from the student's parent/legal guardian (or the student if s/he is no longer a minor) and provide copies to the DISTRICT. The consent form will identify with specificity the information to be disclosed.
- a. **Public Notice.** Prior to disclosure of directory information, the District shall give public notice on an annual basis which identifies the categories of such information and the RECIPIENT. Parents shall have a reasonable period of time after such notice has been given for to inform the DISTRICT that any or all of the information designated should not be released without the parent's prior consent. (20 U.S. Code § 1232g (a)(5); see also California Education Code sections 49061, 49073.)

## VI. COPPA

- a. To the extent RECIPIENT shall be obtaining data directly from students, RECIPIENT agrees to comply with all obligations (if applicable) of the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501–6506).

## VII. RECIPIENT'S RESPONSIBILITIES

- a. **Scope of Access.** Recipient shall obtain access to only those education records in which they have legitimate educational interests.
- b. **Compliance.** All RECIPIENT employees, contractors and agents of any kind shall comply with all applicable provisions of this Agreement, FERPA and any other state or federal laws with respect to the data shared under this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the RECIPIENT'S work under this Agreement.
- c. **Storage.** RECIPIENT shall maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the RECIPIENT to any other institution or entity or unauthorized individual or agent. Data from DISTRICT shall not be taken outside the United States.
- d. **Publication.** RECIPIENT shall not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. RECIPIENT may publish results of general information (e.g., scope of participation), but specifically agrees to delete any data items that include identifiable student information, and to require all employees, contractors and agents of any kind to also abide by this paragraph.
- e. **Data Transfer.** Data provided under this Agreement shall be transferred via a secure and private channel.
- f. **Prohibited Disclosure.** RECIPIENT shall not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
- g. **Destruction of Data.** RECIPIENT shall destroy all personally-identifiable data within six (6) months if this Agreement is terminated for any reason.
- h. **Assignment/Subcontractors.** RECIPIENT shall not assign or subcontract this Agreement to any other entity without the express written consent of the DISTRICT.

DATA SHARING AGREEMENT

Waxahachie ISD / BookNook

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- i. **Authorized Representative.** The Parties shall designate in writing a single authorized representative from each organization who will be able to send and request data under this Agreement. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The DISTRICT or its agents may upon request review the records required to be kept under this section.

DISTRICT REPRESENTATIVE

Name:  
Title:  
Address:

Email:  
Telephone:  
Fax:

RECIPIENT REPRESENTATIVE

Name:  
Title:  
Address:

Email:  
Telephone:  
Fax:

- j. **Termination.** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until termination of this agreement (see Term above). The parties further understand that the DISTRICT may cancel this Agreement at any time, upon sixty (60) days' notice. The DISTRICT specifically reserves the right to cancel this Agreement should the DISTRICT, in its sole discretion, determine that student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available through any other mechanism approved by the DISTRICT.
- k. **Ownership.** RECIPIENT understands that this Agreement does not convey ownership of data to the RECIPIENT. The DISTRICT shall remain owner of the data at all times.
- l. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regards to data sharing and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- m. **Signature Authority.** Each Party warrants that they have the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

DATA SHARING AGREEMENT

Waxahachie ISD / BookNook

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- n. **Applicable Law.** This Agreement shall be performed in Texas and is governed by the laws of the State of Texas.

Entered into this 27th day of June, 2022.

Accepted on behalf of the Waxahachie ISD

By: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted on behalf of the RECIPIENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name, Title

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Print Name, Title



# BookNook Tutoring Services Agreement

This Services Agreement (this “Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”) by and between BookNook, Inc., a Delaware corporation, having its principal office at 548 Market St, PMB 98100, San Francisco, California 94104-5401 US, (“BookNook”), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ (“Customer”).

This Agreement governs Customer’s acquisition of, and use of, the BookNook Solution and related services, as well as BookNook’s provision of the BookNook Solution and related services. The parties hereby agree as follows:

## 1. Definitions.

In addition to terms defined elsewhere in this Agreement, the following capitalized terms will have the meanings set forth in this Section 1.

- 1.1 “**Authorized Student**” means a student attending a Customer-designated school for whom Customer has purchased the right to use the BookNook Solution.
- 1.2 “**BookNook Solution**” means BookNook’s proprietary products and services that are set forth on each Order Form and provided to Customer hereunder.
- 1.3 “**Customer Materials**” means Customer’s trademarks and logos provided to BookNook by Customer (if any), and any other materials, data, and similar information, owned or licensed by Customer that are provided by Customer to BookNook in connection with Customer’s use of the BookNook solution. For the sake of clarity, Resultant Data shall not be deemed to be Customer Materials.
- 1.4 “**Documentation**” means the manuals, instructions, documentation and other documents or materials that BookNook makes generally available to its customers and the specific documentation that BookNook provides to Customer hereunder.
- 1.5 “**Harmful Code**” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system or network, or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby; or (ii) prevent Customer from accessing or using the BookNook Solution as intended by this Agreement. Harmful Code does not include any means that BookNook uses to disable access to the BookNook Solution automatically or with the passage of time (such as a license key).
- 1.6 “**Intellectual Property Rights**” means all patent, copyright (including in both published and unpublished works, registrations and applications therefor), trade secret and rights in know-how, trademark, business domain names, designs, and other proprietary and intellectual property rights recognized in any jurisdiction worldwide, including moral rights.



# BookNook Tutoring Services Agreement

- 1.7 **“Losses”** means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- 1.8 **“Open Source Component”** means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.
- 1.9 **“Order Form”** means a quote, statement of work or other ordering document for certain BookNook products and services that is entered into between BookNook and Customer and that may contain mutually agreed upon additional terms, each of which are incorporated herein and governed by the terms of this Agreement. For the sake of clarity, a quote that is provided by BookNook to Customer and then signed by Customer shall be deemed to be an Order Form hereunder.
- 1.10 **“Resultant Data”** means any information, data and other content that is derived by, from or through Customer’s or an Authorized Users’ (as defined below) access or use of the BookNook Solution, including but not limited to, data and information regarding the provision, use and performance of various aspects of the BookNook Solution and related services.
- 1.11 **“Set-up Fees”** means upfront payment at the time of contract execution for the Software, Clever integration, and Program Launch to formally begin Services.
- 1.12 **“Tutoring Cost”** means payment for the scheduled tutoring sessions. A scheduled tutoring session is defined as a tutoring class provided to a student by a teacher arranged in advance according to the Order Form.

## 2. BookNook Solution.

- 2.1 BookNook Solution. Subject to Customer paying the Fees (as defined below) to BookNook and providing any time, materials and/or services required to be provided by Customer under the applicable Order Form, BookNook will provide the BookNook Solution to Customer during the Term (as defined below) and Customer, designated members of Customer’s staff and each Authorized Student (collectively, “Authorized Users”) may use the BookNook Solution in accordance with the terms and conditions set forth in this Agreement.
- 2.2 Tutoring Sessions. In connection with Customer’s use of the BookNook Solution, Customer may purchase tutoring sessions (“Classes”) under the applicable Order Form, the volume and price of which will be set forth in the applicable Order Form. Customer hereby acknowledges and agrees that (i) all Classes may be provided via Zoom (or another similar U.S. provider), (ii) all Classes will be recorded (both audio and video) with appropriate permission obtained from parents or guardians, and (iii)



# BookNook Tutoring Services Agreement

BookNook may use third-party tutors (each a “Tutor”) to provide the Classes. Unless otherwise agreed to in writing by BookNook, Customer’s initial Session may not be scheduled until after the date that is thirty (30) days from when Customer has paid the applicable Fees (as defined below) for the Classes it is purchasing under the applicable Order Form.

- 2.2.1 Enrollment of students in Tutoring Classes. It shall be the sole responsibility of the Customer to enroll students in the Tutoring Classes purchased under this Agreement. BookNook will support this process by creating an online enrollment, scheduling, and registration process for the Customer to use and will conduct reasonable follow up activities once parents/guardians of Authorized Students have begun the enrollment process. BookNook may also provide at Customer’s request other materials to support communications with parents/guardians for the purposes of enrollment, such as template social media postings and fliers in multiple languages. If mutually agreed on by the parties, BookNook will send text notifications to the parents or guardians of Authorized Students (either directly or indirectly by facilitating or assisting with Customer’s texting of such parents or guardians) to encourage parents to schedule Classes for Authorized Students (the “Text Campaign”). Customer will share the phone numbers of such parents and guardians with BookNook solely for the purpose of conducting the Text Campaign. Customer hereby expressly authorizes BookNook to carry out the Text Campaign as mutually agreed on by Customer and BookNook.
- 2.2.2 Launch of Tutoring Sessions. Customer acknowledges that BookNook will require completion of certain steps (“Launch Requirements”) by Customer in order for BookNook to begin providing Tutoring Sessions under this Agreement. Such steps may include by way of example and not limitation, rostering of student accounts on the BookNook platform via Clever or a similar platform, providing access to formative reading assessment data for the purpose of establishing initial student benchmarks, completing any required background checks or medical clearances (e.g. tuberculosis, pertussis), and communications to parents/guardians for the purpose of student enrollment
- 2.2.3 Delay of Launch due to Customer. Once BookNook and Customer have agreed upon the Launch Requirements and schedule, it shall be the Customer’s responsibility to meet the Launch Requirements on the specified timeline. Customer acknowledges that any delay on Customer’s part in meeting the Launch Requirements may result in the delay of the launch of Tutoring Sessions and that Customer will not be eligible for any makeup sessions due to delay by Customer in meeting the Launch Requirements.
- 2.2.4 Rollover of unused Tutoring Classes. In the event that the Customer is unable to use all of the Classes purchased under this agreement due to insufficient student enrollment, BookNook will make such unused Classes available for future Tutoring Sessions as long as the customer agrees to a similar-sized agreement in the following summer and/or school year. The total amount of Classes eligible for rollover shall not exceed ten (10%) of the original Classes purchased and unused Classes may not be rolled over more than once.



# BookNook Tutoring Services Agreement

2.2.5 Student attendance of Tutoring Sessions. If an Authorized Student fails to attend a scheduled Session, no rollover Session will be credited, and such Session will be deemed to have been completed so long as the Tutor attended the Session.

2.2.6 Tutor attendance of Tutoring Sessions. If a Session or Sessions are canceled by BookNook or by an individual Tutor, such Session will not be deemed to have been completed. Further, if the overall Tutor attendance does not meet a 95% or greater threshold of the total Sessions, the Customer may request a credit equal to the value of the Sessions canceled that fall below the threshold.

2.3 Support and Maintenance. In exchange for the Fees set forth on each Order Form, and in addition to the support and maintenance services specified in the applicable Order Form (if any), BookNook will use commercially reasonable efforts to provide reasonable support and maintenance services for the BookNook Solution.

2.4 Restrictions. In addition to any restrictions set forth in each Order Form, Customer will not, and will ensure that its Authorized Users do not, except as this Agreement expressly permits: (i) copy, modify or create derivative works or improvements of the BookNook Solution; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the BookNook Solution or any part thereof to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the BookNook Solution, in whole or in part; (iv) bypass or breach any security device or protection used by the BookNook Solution; (v) input, upload, transmit or otherwise provide to or through the BookNook Solution, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the BookNook Solution or BookNook's provision of products and services to any third party, in whole or in part; (vii) remove, delete, alter or obscure any copyright, trademark, patent or other intellectual property or proprietary rights notices from any BookNook Solution, including any copy thereof; (viii) access or use the BookNook Solution in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law; (ix) access or use the BookNook Solution for purposes of competitive analysis of the BookNook Solution, the development, provision or use of a competing software service or product or any other purpose that is to the BookNook's detriment or commercial disadvantage; (x) otherwise access or use the BookNook Solution beyond the scope of the authorization granted under this Agreement; or (xi) permit any third party to do any of the foregoing.

2.5 Changes. BookNook reserves the right, in its sole discretion, to make any changes to the BookNook Solution that it deems necessary or useful to: (i) maintain or enhance: (a) the quality or delivery of the BookNook Solution to its customers, (b) the competitive strength of or market for the BookNook Solution, or (c) the BookNook Solution's cost efficiency or performance; (ii) to comply with applicable laws, rules



# BookNook Tutoring Services Agreement

and regulations; or (iii) to comply with BookNook's contractual obligations to its suppliers.

2.6 Open Source Components. The BookNook Solution includes Open Source Components and any use of the Open Source Components by Customer shall be governed by and subject to the terms and conditions governing such Open Source Components.

2.7 Responsibility for Authorized Users. Authorized Users who register for an account in connection with their use of the BookNook Solution must provide accurate and complete registration information. Customer is solely responsible for all actions taken by Authorized Users, the security of Authorized Users' passwords and any use of Authorized Users' account. If Customer becomes aware of any unauthorized use of an Authorized User's password or account, Customer agrees to notify BookNook immediately.

2.8 Professional Services. In connection with providing the BookNook Solution to Customer, BookNook and Customer may agree in an Order Form upon training, consulting or other professional services (collectively, the "Professional Services") to be performed by BookNook. Customer agrees to provide BookNook with any required Customer Materials needed for BookNook to perform the Professional Services, and hereby grants BookNook a royalty-free, non-exclusive, worldwide license to use such Customer Materials for the sole purpose of enabling BookNook to perform the Professional Services. Except with respect to the Customer Materials, BookNook retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how; and (ii) anything it delivers to Customer during the course of performing Professional Services.

### 3. Fees and Payment Terms.

3.1 Fees and Invoicing. As consideration for BookNook providing Customer with the BookNook Solution and the services set forth herein or in an Order Form, Customer will pay BookNook the fees set forth in each Order Form (collectively, the "Fees"). Unless otherwise agreed upon in an Order Form, Customer will be invoiced for all Set-up Fees upfront at the start of an Order Form Term that shall include payment for: the Software, Clever integration, and Program Launch. In addition to the upfront Set-up Fees, the Tutoring Cost, meaning payment for the scheduled tutoring sessions, will be invoiced to the Customer upfront at the start of an Order Form Term described per "Item" in the Order Form.

3.2 Customer will: (i) pay all upfront invoices for the Set-up Fees as required 30 days prior to the commencement of Services; (i) pay all Tutoring Cost invoices as required 30 days prior to the commencement of Services; and (ii) make all payments hereunder in US dollars.

3.3 Taxes. As between Customer and BookNook, Customer accepts sole responsibility for the payment of any taxes, charges or assessments imposed on Customer, the



# BookNook Tutoring Services Agreement

BookNook Solution, or the fees to be paid to BookNook by any foreign or domestic national, state, or local government bodies, or subdivisions thereof, and any penalties or interest (other than income taxes imposed on BookNook's revenue).

3.4 No Deductions or Setoffs. All amounts payable to BookNook under this Agreement shall be paid by Customer to BookNook in full without any setoff, deduction, or withholding for any reason. All Fees paid hereunder are non-refundable except as expressly provided for herein.

## 4. Term and Termination.

4.1 Term. This Agreement begins on the Effective Date and continues in full force and effect until the date that is twelve (12) months from the date on which there are no longer any outstanding Order Forms, unless terminated earlier pursuant to this Agreement (the "Term"). The term for the provision of the BookNook Solution (the "Order Form Term") will be as set forth in each applicable Order Form, but if no such Order Form Term is specified in the applicable Order Form, the term of such Order Form shall be twelve (12) months from the effective date of such Order Form. Each Order Form (including Customer's obligation to pay the applicable Fees) will automatically renew for additional successive Order Form Terms of equivalent length, unless one party provides written notice to the other at least thirty (30) days prior to the expiration of the then-current Order Form Term that it wishes to terminate the applicable Order Form at the end of the then-current Order Form Term. Notwithstanding the foregoing, any non-recurring Professional Services provided for in an Order Form shall not automatically renew unless otherwise agreed to in writing by the parties.

4.2 Termination. Either party may terminate this Agreement or any Order Form with immediate effect, in whole or in part, by giving the other party prior written notice, if the other party: (i) commits a material breach of any of its obligations under this Agreement or an Order Form (as applicable), which breach is not cured within 30 days following receipt of written notice, or the parties agree (acting reasonably) cannot be cured within 30 days; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency laws; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. In addition, BookNook may terminate or suspend this Agreement (in whole or in part (i.e., as to any specific Order Form)) immediately upon written notice to Customer if (a) Customer breaches Section 2.4 or otherwise violates BookNook's Intellectual Property Rights or (b) Customer fails to pay any portion of the Fees when due.

4.3 Effect of Termination; Survival. When this Agreement or any Order Form terminates or expires: (i) Customer will no longer have the right to use the BookNook Solution referenced in each terminated or expired Order Form; and (ii) all Fees specified in any Order Form(s) that have not yet been paid by Customer as of the date of such



# BookNook Tutoring Services Agreement

termination or expiration will be immediately due and will be paid in accordance with Section 3. Sections 1, 3, 4.3, 5, 6, 8 and 9-11 (together with all other provisions hereof, including, without limitation, all Order Forms, exhibits and other attachments hereto, that may be reasonably interpreted as surviving termination or expiration of this Agreement) will survive the termination or expiration of this Agreement.

## 5. Proprietary Material; Data.

**5.1 BookNook.** As between Customer and BookNook, BookNook owns and reserves all of its and its licensors' right, title and interest in and to: (i) the BookNook Solution; (ii) the Documentation; (iii) any and all enhancements, improvements, developments, derivative works or other modifications made to the foregoing; (iv) the Resultant Data (subject to Section 5.4); (v) BookNook's Confidential Information; and (vi) all Intellectual Property Rights in the foregoing (collectively, the "BookNook Intellectual Property"). Except as may expressly be set forth in this Agreement, no right, title, or interest to any of the BookNook Intellectual Property is transferred or licensed to Customer. All rights not expressly granted to Customer in this Agreement are reserved by BookNook and its licensors.

**5.2 Customer.** As between Customer and BookNook, Customer owns and reserves all of its and its licensors' right, title and interest to: (i) the Customer Materials; (ii) Customer's Confidential Information; and (iii) all Intellectual Property Rights in the foregoing (collectively, the "Customer Intellectual Property"). Subject to the terms of this Agreement, Customer grants to BookNook a limited, nonexclusive, worldwide, royalty-free, fully paid-up, sublicensable, transferable (in accordance with Section 11.5) license to use, store, adapt, modify, translate, publish, reproduce and distribute the Customer Materials during the Term as necessary for BookNook to provide the BookNook Solution, any Deliverables and related services to Customer under this Agreement and as otherwise necessary for BookNook to perform its obligations or exercise its rights under this Agreement. Except as may expressly be set forth in this Agreement, no right, title, or interest to any of the Customer Intellectual Property is transferred or licensed to BookNook.

**5.3 Feedback.** If Customer provides suggestions, feedback or other input to BookNook concerning the functionality and performance of the BookNook Solution, including identifying potential errors and improvements (collectively, "Feedback"), then Customer hereby grants BookNook and its affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid-up right and license to all Feedback and all Intellectual Property Rights therein (except patent rights and trademark and branding rights) to use, perform, display, reproduce, create derivative works, and otherwise exploit such Feedback for any purpose. The foregoing license shall be fully transferable and sublicensable.

**5.4 Resultant Data.** Notwithstanding anything to the contrary set forth herein, BookNook shall have the right to collect and analyze Resultant Data, and BookNook will be free (during and after the Term hereof) to (i) use such Resultant Data to improve and enhance the BookNook Solution and for other development, diagnostic and corrective purposes in connection with the BookNook Solution and other BookNook offerings; (ii) disclose such data solely in an aggregated and de-identified



# BookNook Tutoring Services Agreement

form in connection with its business (including for marketing purposes); and (iii) disclose such Resultant Data to Customer's funders and/or key stakeholders so long as such Resultant Data is de-identified so as not to identify any individual students.

## 6. Confidential Information.

**6.1 Definition of Confidential Information and Obligations.** Each party (the "Receiving Party") acknowledges that by reason of its relationship to the other party (the "Disclosing Party") under this Agreement, the Receiving Party will have access to certain information and materials, including the terms of this Agreement and each Order Form, concerning the Disclosing Party's business, plans, technology, products and services that are confidential and of substantial value to the Disclosing Party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). The Receiving Party agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information revealed to it by the Disclosing Party, except as expressly otherwise provided in this Agreement. The Receiving Party shall treat the Disclosing Party's Confidential Information in confidence and protect it with the same degree of care as the Receiving Party uses to protect its own confidential or proprietary information, but with no less than reasonable care.

**6.2 Exclusions.** Confidential Information does not include any information that the Receiving Party can demonstrate by written records: (i) was rightfully known to the Receiving Party prior to its disclosure under this Agreement by the Disclosing Party; (ii) is independently developed by the Receiving Party without use of, or reference to, any Confidential Information of the Disclosing Party; (iii) is or becomes publicly known through no wrongful act of the Receiving Party; (iv) has been rightfully received from a third party whom the Receiving Party has reasonable grounds to believe is authorized to make such disclosure without restriction; (v) has been approved for public release by the Disclosing Party's prior written authorization; or (vi) must be produced or disclosed pursuant to applicable law, regulation or court order, or upon request by an examiner, auditor or regulator provided that the Receiving Party provides prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In addition, either party may disclose the existence and terms of this Agreement (a) to its auditors, (b) to existing and potential investors who are performing due diligence in connection with a fundraising round, or (c) in connection with a potential acquisition of substantially the entire business, assets and/or equity of such party or a private or public offering of such party's securities.

**6.3 Return.** Upon the earlier of the Disclosing Party's request or the termination or expiration of this Agreement and/or Order Form(s), the Receiving Party shall, at the Disclosing Party's option, promptly return to the Disclosing Party or destroy all Confidential Information including all copies thereof, in whatever medium in its possession or control; and in either event, will certify in writing to the Disclosing Party that such actions have all been completed. Notwithstanding the foregoing, the Receiving Party may retain (i) any Confidential Information required to be retained to comply with applicable laws or regulatory requirements; and (ii) any Confidential Information contained in computer files maintained pursuant to the Receiving



# BookNook Tutoring Services Agreement

Party's customary archiving or back-up procedures; provided, however, that all such retained Confidential Information shall continue to remain subject to the provisions of this Section 6.

## 7. Privacy and Security.

All information collected by BookNook will be used, stored and processed in accordance with BookNook's privacy policy located at <https://www.booknooklearning.com/privacy/>. BookNook will maintain industry-standard administrative, technical, and physical safeguards to protect any information and data collected by BookNook from Customer. BookNook will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks. Unless Customer receives prior express written authorization from BookNook, Customer may not process via the BookNook Solution, or submit to BookNook, any Customer Materials that include any: (i) "personal health information," as defined under the Health Insurance Portability and Accountability Act of the United States of America; (ii) government issued identification numbers, including Social Security numbers, driver's license numbers and other state or national issued identification numbers; (iii) financial account information, including bank account numbers; (iv) payment card data, including credit card or debit card numbers; or (v) biometric information, such as fingerprints or voiceprints.

## 8. Representations and Warranties.

**8.1 Mutual.** Each party represents and warrants to the other that: (i) it has the right, power, and authority to enter into this Agreement and perform its obligations hereunder; (ii) it will, at all times, comply with all applicable laws, statutes, treaties and regulations to which it is subject; and (iii) it has all the necessary rights to grant the rights and licenses hereunder.

**8.2 By BookNook.** BookNook shall use reasonable efforts consistent with prevailing industry standards to maintain the BookNook Solution in a manner which minimizes errors and interruptions in the BookNook Solution and shall perform the Professional Services in a professional and workmanlike manner. The BookNook Solution may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by BookNook or by third-party providers, or because of other causes beyond BookNook's reasonable control, but BookNook shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, BookNook does not warrant that the BookNook Solution will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the BookNook Solution.

**8.3 By Customer.** Customer represents and warrants that: (i) has obtained all necessary consents, permissions and approvals of the parents and guardians of Authorizes Students required under all applicable laws for the Texting Campaign; (ii) it has obtained all necessary consents, permissions and approvals of such parents and guardians required under all applicable laws, Customer's privacy policy and other applicable Customer policies for the Customer to share such parents and guardians' phone numbers with BookNook; and (iii) Customer will promptly notify BookNook if



# BookNook Tutoring Services Agreement

a parent or guardian revokes any of the foregoing consents, permissions or approvals it has given to Customer or informs Customer that it does not want to receive any further texts.

**8.4 Disclaimer of Warranties.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE BOOKNOOK SOLUTION, DELIVERABLES AND ANY RELATED SERVICES (INCLUDING ANY CLASSES) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, BOOKNOOK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 9. Limitation of Liability.

IN NO EVENT WILL BOOKNOOK OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (I) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (II) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (III) FOR ANY MATTER BEYOND BOOKNOOK’S REASONABLE CONTROL; (IV) FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEBSITES THAT ARE ACCESSED VIA, OR INTEGRATED WITH, THE BOOKNOOK SOLUTION; OR (IV) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO BOOKNOOK UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE FIRST CLAIM, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Indemnity.

**10.1 BookNook Indemnification.** BookNook shall indemnify, defend and hold harmless Customer and Customer’s officers, directors, employees, and agents (each, a “Customer Indemnitee”) from and against any and all Losses incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an “Action”) by a third party to the extent that such Losses arise from any: (i) allegation in such Action that Customer’s use of the BookNook Solution (excluding Customer Materials and Open Source Components) in compliance with this Agreement infringes a U.S. Intellectual Property Right; or (ii) gross negligence or willful misconduct by BookNook in connection with this Agreement. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any: (a) access to or use of the BookNook Solution not in accordance with this Agreement; (b) modification of BookNook Solution other than by BookNook; (c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of BookNook; (d) portion or component of the BookNook Solution made in whole or in part in accordance with Customer specifications; (e) any combination of the



# BookNook Tutoring Services Agreement

BookNook Solution with other products, processes or materials, unless the claim would have arisen irrespective of such combination; or (f) Customer's failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of BookNook.

**10.2** Customer Indemnification. Customer shall indemnify, defend and hold harmless BookNook and each of its officers, directors, employees, and agents (each, a "BookNook Indemnitee") from and against any and all Losses incurred by such BookNook Indemnitee in connection with any Action by a third party to the extent that such Losses arise out of or relates to any: (i) Customer Materials, (ii) the Texting Campaign, (iii) any breach by Customer of Section 8.3, and (iv) gross negligence or willful misconduct by Customer or any Authorized User in connection with this Agreement.

**10.3** Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 10.1 or 10.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10.3 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

**10.4** Mitigation. If the BookNook Solution, or any component thereof, is, or in BookNook's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right then, BookNook may, at its option and expense: (i) obtain the right for Customer to continue to use the BookNook Solution materially as contemplated by this Agreement; (ii) modify or replace the BookNook Solution, in whole or in part, to seek to make the BookNook Solution (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute BookNook Solution, as applicable, under this Agreement; or (iii) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the BookNook Solution, and provide to Customer a prorated refund of any Fees pre-paid by Customer as of such termination for the post-termination period.

**10.5** THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BOOKNOOK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED ACTIONS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE BOOKNOOK SOLUTION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

## 11. Miscellaneous.



# BookNook Tutoring Services Agreement

- 11.1** Governing Law, Jurisdiction. This Agreement and all rights and obligations of the parties will be exclusively governed by, and construed and interpreted in accordance with the laws of the State of California (without regard to conflict of law principles). Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal or state courts sitting in the County of San Francisco, California, and any appellate court of such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under this Agreement or in any way relating to this Agreement. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 11.2** Entire Agreement. This Agreement, together with all Order Forms, which are incorporated into and made a part of this Agreement, contain the entire understanding of the parties relating its subject matter and supersedes any prior written or oral agreement or understandings between the parties with respect to its subject matter of this Agreement. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 11.3** Publicity. Provided that BookNook complies with Customer's brand guidelines as advised from time to time: (i) BookNook shall have the right to list Customer as a customer in written, oral and electronic materials which include the names of BookNook's customers; and (ii) provide Customer as a customer reference for BookNook. Except as expressly permitted in this Agreement, BookNook shall not use any trademark, service mark, trade name, or other name or logo of Customer in any advertising or publicity and shall not issue any public statement concerning this Agreement without the prior written consent of Customer.
- 11.4** Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws. The parties will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.
- 11.5** Assignment. Neither party is allowed to assign or transfer any of its rights or obligations in this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any attempt to do so without such consent will be null and void. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, upon written notice to the other party but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of the party's equity or assets.



# BookNook Tutoring Services Agreement

- 11.6** Force Majeure. Except with respect to obligations to make payments under this Agreement, neither party shall be deemed in default under this Agreement, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.
- 11.7** Relationship of the Parties. BookNook is an independent contractor of Customer. This Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Neither party has the authority to bind the other or create any legal obligation or responsibility for the other without the other party's prior written consent. The inclusion of portions of this Agreement in BookNook's arrangements with its consultants or subcontractors shall not create a contractual relationship between a consultant or subcontractor of BookNook and Customer.
- 11.8** Notice. Any legal notice, request, demand or other communication required or permitted under this Agreement should be in writing, should reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) upon confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt; or (iv) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt. Notices should be sent to the address(es) set forth in the opening paragraph of this Agreement, unless we notify each other that those addresses have changed.
- 11.9** Amendments. Alterations or modifications of this Agreement will be valid only if made in writing signed by both parties.
- 11.10** Waivers. A party's obligations under this Agreement can only be waived in writing signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless in writing.



# BookNook Tutoring Services Agreement

IN WITNESS WHEREOF, authorized representatives of each of the parties have executed this Agreement as of the Effective Date.

**BookNook, Inc.**

**LEA:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Ryan Dupuis

Name: \_\_\_\_\_

Title: VP of Partnerships

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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# Sales Agreement

# Introduction

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## BOOKNOOK

548 Market St PMB 98100  
San Francisco, CA 94104



# A letter from our founder and CEO

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To Our Partners in Education,

We are pleased to submit this proposal and do so with great optimism about the future success of your students and teachers. Thank you for the opportunity to explore working together.

The BookNook team comprises educators and tutors, instructional designers, researchers, and technology developers who come from all walks of life, bringing a vast array of experiences and expertise. We celebrate this diversity while maintaining a unified commitment to ensuring that our partners benefit from exceptional teaching, research-based curricula, and world-class support.

We are proud to serve hundreds of thousands of students through high-impact tutoring, virtual small group instruction, and student-centered instructional materials for use in the classroom. However, for all that we have achieved, we have never wavered in our commitment to serving every student, each in their unique way. Likewise, we are humbled to work alongside any and every teacher, serving as supporting players in their central, mission-critical role in a time when teachers need it most.

Now, perhaps more than ever, schools and districts need - and deserve - providers that understand the nuanced needs of teachers and students, have a demonstrated commitment to delivering high-quality instruction, and bring a proven track record of improving outcomes. BookNook brings that to every partner engagement, and we hope that continues in our work with you and your team.

With a deep sense of humility, I want to express my gratitude on behalf of the 100+ associates at BookNook working tirelessly to improve education.



Thank you for the opportunity to engage in this work.

Sincerely,

**MICHAEL LOMBARDO**

CEO, BookNook

# Why BookNook

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**WE ARE** a team of educators, instructional designers, and technology innovators joined by a shared commitment to delivering equitable access to rigorous, engaging, and highly personalized instruction.

**WE OFFER** high-impact, one-on-one or small group tutoring and standards-aligned curriculum that accelerate learning for all students by meeting the unique needs of each.

**BECAUSE** students and teachers deserve easy, equitable access to high-impact instruction.



# K-8 synchronous small-group reading instruction and high-impact tutoring

## KEY COMPONENTS

At the heart of BookNook is our belief in collaborative learning. Students and educators work knee-to-knee, or virtually, to complete multi-sensory guided reading lessons together. Each BookNook lesson engages students with diverse text, dynamic activities, and meaningful discussion with a live instructor.



### SYNCHRONOUS

Our patented platform automatically syncs devices providing a collaborative student-teacher experience whether in-person, remote, or hybrid.



### RIGOROUS

Based on the Science of Reading, our standards-aligned supplemental curriculum was crafted to maximize literacy skills in optimal time-frames.



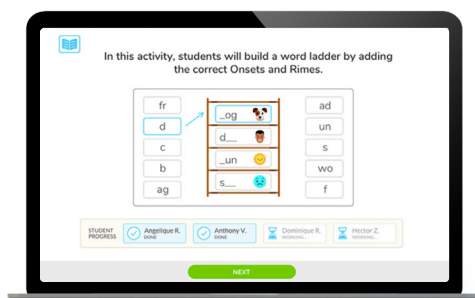
### INTUITIVE

Each lesson provides thoughtful support at every step of the process allowing, teachers, paraprofessionals, and after-school staff to feel confident leading instruction.

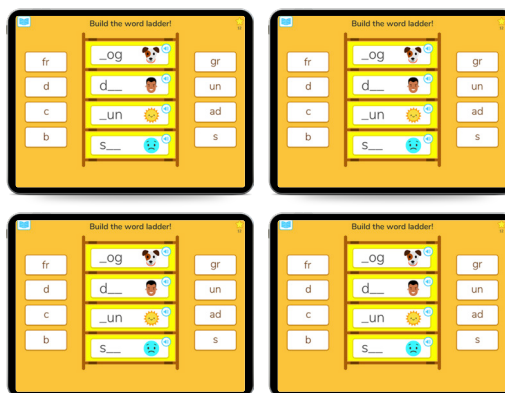
## SYNCHRONOUS PLATFORM

Embedded with standards aligned supplemental curriculum

### TEACHER VIEW

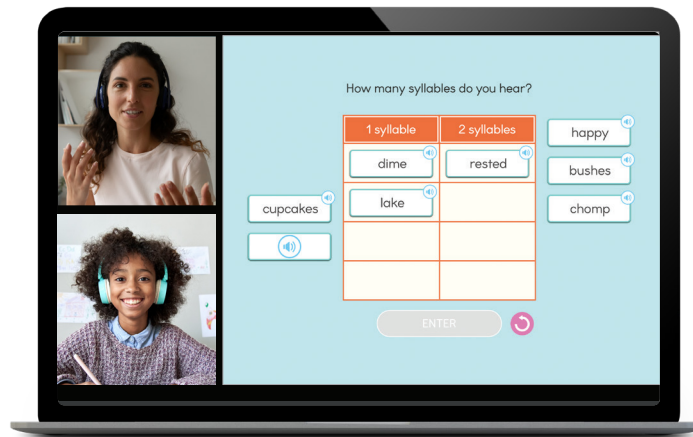


### STUDENT VIEW



# COMPREHENSIVE VIRTUAL TUTORING SERVICE

Expanding your team to reach more students with quality instruction



## THOUSANDS OF QUALIFIED TUTORS

BookNook tutors work in school districts, after school programs, and community organizations to not only extend teaching opportunities beyond the standard school day, but also by personalizing the teaching and learning experience for every student, every day.



### CONNECTION TO CLASSROOM INSTRUCTION:

BookNook Tutoring offers curriculum-based instruction rather than homework help, with lessons aligned to standards and students' reading levels, and easy-to-interpret performance data that keeps classroom teachers up to date on student progress.



### SCALE QUICKLY:

BookNook's nationwide network of thousands of tutors empowers even the largest school districts to quickly deliver tutoring at scale.



### TURNKEY SOLUTION:

BookNook streamlines the ability to source and schedule tutors, obtain background checks and issue payroll, utilize research-based and standards-aligned lessons, and match tutors to students for each instructional cycle. There is no other tutoring partner in education that brings both the platform and the people behind it.



### DEDICATED TUTOR:

Students are matched with a dedicated tutor for the duration of their 12-24 week instructional program, which helps them learn under the guidance of a caring adult who understands their needs.

# The truth is in the numbers

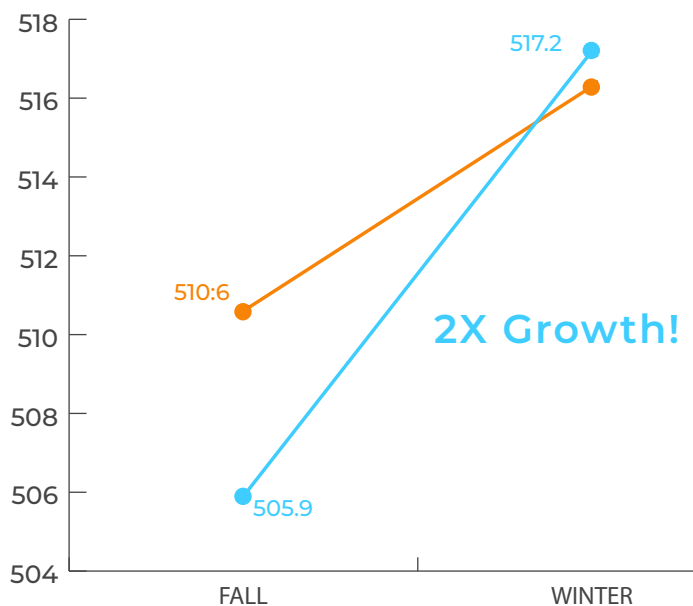
## OUR RESULTS

As a student-centered company with a mission to address equity in education, BookNook is very focused on driving meaningful and measurable academic growth. The company both tracks student achievement in real time through data automatically collected by its platform and also periodically engages external university evaluators to access school district data sets to further validate efficacy.

The most recent of these was conducted by Teachers College at Columbia University and examined outcomes for the company's largest customer at the time, Prince George's County Public Schools. Researchers found that students tutored by BookNook made 40% more growth on teacher-administered assessments than similar students who did not receive tutoring, putting the company at a strong, ESSA Tier III level of data evidence—the first and only virtual tutoring program to meet this rigorous federal standard.

## Prince George's County Case Study 2021

### DIFFERENCES IN iREADY SCORES: FALL TO WINTER



**BN High Usage Growth: +11.3**  
**Non-BN Growth: +5.7**

- Performed by: Consortium for Policy Research in Education (CPRE), at Teachers College, Columbia University
- Strong, ESSA Tier III data evidence



**My 4th grader loves his BookNook tutoring sessions. His teacher is friendly, nice, and very engaging. During most of the school day, he prefers to keep his camera off, however, during his tutoring sessions his camera is on and he is actively participating. The sessions are only 30 minutes which is just the right amount of time. I was worried that more online learning would be a burden but he actually enjoys it.**



YAMALA ROBINSON  
PGCPS Parent

**Quote Information**

Company Address	548 Market St, PMB 98100 San Francisco, CA 94104 US	Created Date	6/23/2022
		Expiration Date	8/20/2022
		Quote Number	00002126
Prepared By	Patrick Ortiz	Contact Name	Stacee Johnson
Email	patrickortiz@booknooklearning.com	Email	stjohnson@wisd.org
Bill To Name	Waxahachie Independent School District		
Bill To	411 N GIBSON ST WAXAHACHIE, TX 75165		

**Contract Dates**

End Date            5/31/2023

**Line Items**

Product	Sales Price	Quantity	Subtotal	Total Price
Tutoring Program Launch Fee (small)	\$10,000.00	1.00	\$10,000.00	\$10,000.00
TX High Dosage Tutoring Package w/ Additional BK Check (36, 1:4)	\$430.00	475.00	\$204,250.00	\$204,250.00

Total Price            \$214,250.00

**Acceptance of Quote/Agreement to Payment**

This quote is governed by the terms and conditions of the BookNook Services Agreement found at <https://www.booknooklearning.com/online-agreement> (the "Online Agreement"), and by signing this quote, Customer agrees to the terms and conditions set forth in the Online Agreement and such terms are deemed to be incorporated by reference herein. Notwithstanding the foregoing, if Customer has executed a written contract with BookNook with respect to the BookNook Solution and related services (if any), that written contract, and not the Online Agreement, will govern. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Online Agreement or Written Contract, as applicable.

The Fees set forth above will be invoiced promptly following execution of this quote and are payable in accordance with the Written Contract or Section 3 of the Online Agreement, as applicable.

By signing below, the signer represents and warrants that he/she has the authority to bind his/her respective company on whose behalf this quote is being signed, effective as of the date set forth below.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date



**BOOKNOOKLEARNING.COM**