



**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, September 18, 2023
4:00 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, September 18, 2023, beginning at 4:00 PM in the Waxahachie ISD Administration Building, 411 N. Gibson St., Waxahachie, TX 75165.

The subjects to be discussed or considered or acted upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. CALL TO ORDER.
 - A. Announcement by the presiding officer that a quorum is present, that the meeting has been duly called, and that notice of the meeting has been duly posted for time and manner required by law.
- II. BOARD WORKSHOP.
 - A. Plan of Action workshop.
- 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.
 1. Discussion regarding the multi-hazard emergency operations plan required under Section 37.1089 of the Education Code.
 - 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.* 4
- VI. PUBLIC HEARING.
 - A. The district will conduct a public hearing on the proposed 2023 M&O and I&S tax rates. 5
- VII. OPEN FORUM: Hearing of individuals or committees.**
- VIII. REPORTS.
 - A. Superintendent's Report. 6
 - B. Informational report on House Bill 8. 7
 - C. Informational report from VLK to discuss the Curation and Design processes they will utilize in the design of comprehensive high school #2. 13
 - D. Informational report on WISD's Balanced Scorecard: Priorities 1.1 and 1.3. 14
 - E. Informational Bond 2023 construction update. 15
 - F. Informational report on the method of voting for the election of Trustees. 17

IX.	CONSENT AGENDA.	
	A. Consideration and approval of Minutes from previous meetings.	21
	B. Consideration and approval of monthly bid reports, purchase orders requiring board approval, and proposed budget amendments.	28
	C. Consideration and approval of monthly financial reports that include cash position, revenue reports, budget summary, and tax collection reports.	34
	D. Informational report on the Maintenance Department's work orders.	39
	E. Informational report regarding monthly student attendance, student discipline, student drug offenses and drug prevention measures.	41
	F. Consideration with possible approval for the WHS Drama Department to travel to New York, New York from March 7-12, 2024.	49
	G. Consideration with possible approval of the multi-hazard emergency operations plan as previously approved by the District Crisis Management Team, under Section 37.108 of the Texas Education Code.	52
	H. Consideration with possible approval of the renewal of unemployment compensation insurance for the 2023-2024 school year with the TASB Risk Management Fund.	54
	I. Consideration with possible action to ratify the acceptance of the retention stipend for childcare workers as provided by the Texas Workforce Commission through Workforce Solutions for North Central Texas.	61
	J. Consideration with possible approval of a change order from Honey's Roofing to replace nailer boards and install new metal fascia at Northside Elementary at a price not to exceed \$60,900.	62
	K. Consideration with possible action to approve the resolution and agreement between Waxahachie ISD and Texas A&M Agrilife Extension/4H.	65
X.	ACTION ITEMS.	
	A. Consideration with possible action to adopt the M&O (Maintenance & Operation) tax rate of \$0.7575 and I&S (Interest & Sinking) tax rate of \$0.4129.	69
	B. Consideration with possible action to approve the design services proposal from EMA Engineering & Consulting, Inc. for electric switchgear replacements in Proposition C projects.	71
	C. Consideration with possible action to approve a resolution addressing the requirement of House Bill 3 to provide armed security officers at all campuses that ratifies the combined school marshal program and school resource officer program as the district's plan to satisfy Section 37.0814 of the Texas Education Code.	75
	D. Consideration with possible action to approve the Next Step Community Solutions purchase order for behavioral mental health and/or substance abuse counseling in the amount of \$321,400.	79
	E. Consideration with possible approval of the purchase of Amplify Reading for grades Kindergarten through eighth grade in both print and digital versions in an amount not to exceed \$780,000.00.	93
XI.	COMMENTS FROM INDIVIDUAL BOARD MEMBERS.	
	A. Board members will comment on items of community interest, including expressions of thanks, congratulations, or condolence; information regarding holiday schedules; recognition of a public official, public employee, or other citizen; and reminders about upcoming district events.	
XII.	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 Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Jenny Bridges

Subject: Student & Staff Recognitions **Related Page(s)** _____

**Informational
Agenda Item**

EXECUTIVE SUMMARY:

Pledge students – Sarah Campbell, Gemma Lopez, Charlotte Lovitt, and Raylei Rodriguez, Wedgeworth Elementary

We will recognize the following students and staff members:

- WHS Fishing Team members Fisher Vaughan and Luke Ballard
- Northside Child Nutrition staff member Cydnei Jones
- Shackelford staff members of the month Veronica Benitez and Jennifer Adams and campus highlight
- WHS Above and Beyond Award winners Joshua Perry and Maria Ramirez and campus highlight
- WISD Health Services Mentorship award winner Julia Parker and department highlight

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: Public Hearing on M&O and I&S Tax Rates **Related Page(s)** _____

**Public Hearing
Agenda Item**

EXECUTIVE SUMMARY: The District will conduct a public hearing on the proposed 2023 M&O and I&S tax rates.

ATTACHMENTS:

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity



Informational Report: Texas House Bill 8

Dr. Dustin Binnicker, Assistant Superintendent for Learning

Texas House Bill 8

Provides an Innovative Community College Funding Model in support of the goals in *Building a Talent Strong Texas*, the state's strategic plan for higher education:

- Rewards community colleges for positive student outcomes.
- Increases affordability and financial aid, including for **low-income students**.
- Increase capacity at colleges to meet changing workforce needs.

Financial Aid for Swift Transfer (FAST)

By statute, the FAST program requires that **eligible students** at participating institutions **incur no cost for their dual credit coursework**. An eligible student **will not pay tuition and fees** for an eligible dual credit course. **Books, supplies, and other course materials** must also be provided at **no cost** to an eligible student.

FAST Student Eligibility

Students are “eligible students” under the FAST program if they:

- (1) are enrolled in an eligible dual credit course at a public school district or charter school **and**
- (2) were qualified for free/reduced-price lunch in *any* of the four school years before enrolling in the dual credit course.

Non-Free/Reduced Lunch Student

Registered 3 SCH Course (ARTS 1301)

Out-of-District Tuition and Fees Discounted 49%

Tuition	\$ 82.62
Fees*	<u>\$104.55</u>
	\$187.17

*(Only building, matriculation, technology, and vehicle)

Out-of-District Fee Discounted 49% \$ 73.44

Educational Materials

IA/Course Specific Costs \$127.20

(Other courses may include fees such as internet, lab, credentialing, kits, textbook, etc...)

Total Billed to ISD or Student \$387.81

Free/Reduced Lunch Student

(Qualifies for FAST at \$55 per SCH)

Registered 3 SCH Course (ARTS 1301)

(Fast credit \$55 x 3 SCH = \$165)

Out-of-District Tuition and Fees Discounted 49%

Tuition	\$ 82.62
Fees*	<u>\$104.55</u>
	\$187.17

*(Only building, matriculation, technology, and vehicle)

FAST Funding Credit (\$165.00)

Additional Credit (\$ 22.17)

Total Credit (\$187.17)

Out-of-District Fee Discounted 49% \$ 73.44

Educational Materials

IA/Course Specific Costs \$127.20

(Other courses may include fees such as internet, lab, credentialing, kits, textbook, etc...)

Total Billed to ISD \$200.64

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: VLK Curation and Design processes **Related Page(s)** _____

**Informational
Agenda Item**

EXECUTIVE SUMMARY: Members of the VLK design team will be on hand to discuss the Curation and Design processes they will utilize in the design of comprehensive high school #2.

ATTACHMENTS:

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Dr. David Averett

Subject: Balanced Scorecard Priority 1 **Related Page(s)** _____



EXECUTIVE SUMMARY:

Assistant Superintendent Dr. David Averett will present an informational update on the Waxahachie ISD Balanced Scorecard – Priority 1.1 and 1.3.

ATTACHMENTS:

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

Informational report only.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Stephen Mott

Subject: Construction Update **Related Page(s)** _____



EXECUTIVE SUMMARY:

Monthly construction update.

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
X	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

Project Management Overview

Prop A

Elementary #10 – On Time & On Budget

Storm Shelter Slab has been poured

All Grade Beams to be completed pouring by end of the week of September 18

Starting to pour 1st parking lot Week of September 18

Rest of Area A Slab to be poured September 21

Wilemon Steam

Ground Breaking was August 31, 2023

Dirt Moving no later than week of Sept 18

Finishing all Permitting

Hancock Building

Plans to be completed end of September 2023

Prop B

High School #2

School Board Member touring one more area High school

Design Launch starting very soon

Prop C

All campuses are on or below Budget

Working On

Clift

New Fencing

Playground Items – Turf being install on Big play ground

Switchgear Engineering - 3 campuses

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Lee Auvenshine

Subject: Presentation - Board Member Elections **Related Page(s):** ESC Region 10,
District-by-District
Comparison



EXECUTIVE SUMMARY:

The election of Trustees is governed by Waxahachie ISD Board Policy BBB (Legal) and (Local). Since 2019, the method of elections of Waxahachie ISD trustees has been by places, and the method of voting has been by plurality. To be elected utilizing this method, a candidate must receive more votes than any other candidate for the place.

Eighty-one independent school districts are located within the ten counties that comprise ESC Region 10. Of these, seventy-four school districts utilize plurality as their method of voting, while seven require majority vote. With regard to Ellis County, nine school districts utilize plurality as their method of voting, while one requires majority vote.

Lee Auvenshine will present an informational report regarding the method of voting, comparing and contrasting the requirement of a plurality for election versus a potential requirement for a requirement of a majority for election.

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
X	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

ESC Region 10 Independent School Districts
Method of Election and Method of Voting in Trustee Elections

Collin County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Allen	Position/Place	Plurality
• Anna	Position/Place	Plurality
• Blue Ridge	Position/Place	Plurality
• Celina	Position/Place	Plurality
• Community	Position/Place (4-year terms)	Plurality
• Farmersville	Position/Place (4-year terms)	Plurality
• Frisco	Position/Place	Plurality
• Lovejoy	Position/Place	Plurality
• McKinney	5 Single Member, 2 at large (4-year terms)	Plurality
• Melissa	Position/Place	Plurality
• Plano	Position/Place (4-year terms)	Plurality
• Princeton	At Large	Plurality
• Prosper	Position/Place	Plurality
• Wylie	Position/Place (4-year terms)	Plurality

Dallas County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Carrollton/FB	At Large	Plurality
• Cedar Hill	Position/Place	Majority
• Coppell	Position/Place	Plurality
• Dallas	Single Member (9 trustees)	Majority
• DeSoto	Position/Place	Plurality
• Duncanville	Position/Place	Plurality
• Garland	Position/Place	Plurality
• Grand Prairie	5 Single Member, 2 at large	Plurality
• Highland Park	Position/Place	Plurality
• Irving	Single Member	Plurality
• Lancaster	Position/Place	Plurality
• Mesquite	Position/Place	Plurality
• Richardson	Single Member	Majority
• Sunnyvale	Position/Place	Plurality

Ellis County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Avalon	At Large	Plurality
• Ennis	Position/Place	Plurality
• Ferris	Position/Place	Plurality
• Italy	At Large	Plurality
• Maypearl	At Large	Plurality
• Midlothian	Position/Place	Plurality
• Milford	At Large	Plurality
• Palmer	At Large	Plurality
• Red Oak	Position/Place	Majority (2023)
• Waxahachie	Position/Place	Plurality

Fannin County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Bonham	Position/Place	Plurality
• Dodd City	At Large	Plurality
• Ector	Position/Place	Majority
• Honey Grove	At Large	Plurality
• Leonard	At Large	Plurality
• Sam Rayburn	At Large	Plurality
• Savoy	At Large	Plurality
• Trenton	At Large	Plurality

Grayson County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Bells	At Large	Plurality
• Collinsville	Position/Place	Plurality
• Denison	Position/Place	Plurality
• Gunter	At Large	Plurality
• Howe	At Large	Plurality
• Pottsboro	At Large	Plurality
• S&S	Position/Place	Plurality
• Sherman	Position/Place	Plurality
• Tioga	Position/Place	Plurality
• Tom Bean	At Large	Plurality
• Van Alstyne	Position/Place	Plurality
• Whitesboro	At Large	Plurality
• Whitewright	At Large	Plurality

Henderson County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Athens	Position/Place	Plurality

Hunt County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Bland	At Large	Plurality
• Boles	At Large	Plurality
• Caddo Mills	At Large	Plurality
• Campbell	At Large	Plurality
• Celeste	At Large	Plurality
• Commerce	Position/Place	Plurality
• Greenville	Position/Place	Plurality
• Lone Oak	At Large	Plurality
• Quinlan	Position/Place	Majority (2022)
• Wolfe City	At Large	Plurality

Kaufman County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Crandall	Position/Place	Plurality
• Forney	Position/Place	Plurality
• Kaufman	At Large	Plurality
• Kemp	Position/Place	Plurality
• Mabank	Position/Place	Plurality
• Scurry-Rosser	At Large	Plurality
• Terrell	5 Single Member, 2 at large	Majority

Rockwall County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Rockwall	Position/Place	Plurality
• Royse City	Position/Place	Plurality

Van Zandt County

<u>District</u>	<u>Method of Election</u>	<u>Method of Voting</u>
• Canton	Position/Place	Plurality
• Wills Point	Position/Place	Plurality

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Nisa Redd

Subject: Board meeting minutes from August 14 & 28, 2023 & September 5, 2023 **Related Page(s)** 6



EXECUTIVE SUMMARY:

Attached are the proposed minutes from the August 14 & 28, 2023, & September 5, 2023 meetings.

ATTACHMENTS:

Board minutes from August 14 & 28, 2023, & September 5, 2023, meetings.

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
X	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

RECOMMENDATION:

Administration recommends that the proposed minutes be approved as presented.

Minutes August 14, 2023
Board of Trustees Regular Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met August 14, 2023, in the WISD boardroom. President Dusty Autrey called the budget workshop portion of the meeting to order at 4:00pm. Trustees Judd McCutchen, John Rodgers, Melissa Starnater, Kim Kriegel, and Debbie Timmermann, were present. Trustee Clay Schoolfield joined the meeting via Microsoft Teams virtually at 4:08pm. WISD Superintendent Dr. Jerry Hollingsworth, Assistant Superintendent of Secondary Learning Dr. David Averett, Assistant Superintendent of Elementary Learning Lisa Mott, General Counsel Lee Auvenshine, Chief Financial Officer Ryan Kahlden, Chief Human Resource Officer Monica James, and Public Relations Director Jenny Bridges, as well as other administrators, were also present.

The Board entered closed session at 4:58pm at which time Trustee Clay Schoolfield ended his video conference call. The Board reconvened to Open Session at 5:52pm to begin the regular portion of the board meeting.

Trustee Judd McCutchen gave the invocation.

Dunaway students Annabel and Charlotte Heimbuch led the pledges to the American and Texas flags.

No one spoke in Open Forum.

Dr. Hollingsworth then gave his Superintendent's report which included an update on the district's professional learning, the district's naming committee for the new schools in Bond 2023, as well as the "One Word" initiative for the school year.

An update on the district Balanced Scorecard Priority 1.2-Safety & Security from Lt. Chris Dickinson, General Counsel Lee Auvenshine, and Assistant Superintendent of Secondary Learning Dr. David Averett.

General Counsel Lee Auvenshine presented the First Review of Board Policy Update 121 with proposed changes affecting Waxahachie ISD local policies CFB, CKE, CLB, CRE, CVA, DEA, FD, and FFI, and consideration of additional proposed changes to Waxahachie ISD local policies DEC and EIC.

Assistant Superintendent of Secondary Learning Dr. David Averett gave an information report on the 2023-2024 WISD grading guidelines, progress report, report card dates, and UIL eligibility dates.

Director of Transportation Christian Garippa gave the Trustees an update on the WISD Transportation Department.

Chief Financial Officer Ryan Kahlden, Project Manager Stephen Mott, and AG/CM Project Manager Bob Myers gave an update on bond projects.

Chief Financial Officer Ryan Kahlden alongside Zonda Education demographer Trent Smith gave an informational quarterly demographics update.

Chief Financial Officer Ryan Kahlden presented the semi-annual ESSER III update.

Trustee Judd McCutchen made a motion to approve Consent Agenda Items A-N. Trustee Debbie Timmermann seconded and the motion passed 6-0. Those items were:

- A. Minutes from previous meetings.
- B. Monthly financial reports that include cash position, revenue reports, budget summary, tax collection report, bid report, purchase orders requiring board approval, and proposed budget amendments.
- C. Informational report on Maintenance Department's work orders.
- D. The approval of multiple Bond 2023 purchase orders from Proposition C, as well as multiple general operating purchase orders and quote comparison forms.
- E. The approval of certified T-TESS appraisers for the 2023-2024 school year.
- F. An agreement with YaYa Yuniversity childcare center.
- G. The approval of the full tri-annual safety and security audit of the district's facilities required under Section 37.108 (b) of the Education Code as heard in closed session.
- H. A resolution authorizing the Board President and/or Superintendent to execute all necessary documents to grant a permanent easement to Oncor Electric Delivery Company, LLC, allowing the placement of overhead and/or underground electric supply and communications facilities for Neighborhood Elementary School No. 10.
- I. Approval of the WHS Varsity basketball team to travel to San Diego, CA in December 2023 for the Holiday Classic tournament.
- J. The approval of new and/or modified positions.
- K. The approval to locally designate ten non-business days in 2023 and 2024 for the purposes of the Public Information Act.
- L. The approval of Vail & Park, P.C., as the fiscal year 2023 audit firm for WISD.
- M. The approval of the final payment of the 5% retainage for the Proposition C bond project for Felty, Clift, and Howard JH roofing projects as presented with one change order also to be paid in the amount of \$1200 for the Howard JH roof.
- N. The approval of budget amendments and transfers for the General Fund as presented.

ACTION ITEMS:

- A. Trustee John Rodgers made a motion to approve the recommendation that WISD renew its depository contract with First Financial Bank for a two-year period with three possible two-year extensions allowable by TEA. Trustee Kim Kriegel seconded, and the motion passed 6-0.
- B. Trustee Melissa Starnater made a motion to approve the 2023-2024 WISD hazardous bus routes. Kim Kriegel seconded, and the motion passed 6-0.
- C. Trustee Judd McCutchen made a motion to approve a guaranteed maximum price for the construction of the new Wilemon STEAM Academy from BTC in the amount of \$46,637,205. Trustee Melissa Starnater seconded, and the motion passed 6-0.

- D. Trustee Melissa Starnater nominated Trustee Kim Kriegel to serve as WISD’s TASB Board Delegate with no other nominations. Trustee Debbie Timmermann made a motion to name Kim as the delegate to the Texas Association of School Board’s (TASB) Board Delegation. Trustee Judd McCutchen seconded the motion passed 6-0.
- E. Trustee Kim Kriegel made a motion to name Floyd Bates as a candidate to serve an unexpired term on the Ellis County Appraisal District Board of Directors. Trustee Melissa Starnater seconded, and the motion passed 6-0.
- F. Trustee Debbie Timmermann made a motion to delegate contractual authority to obligate the school district under Texas Education Code (TEC), §11.1511(C)(4) to the Superintendent, for the 2023-2024 school year, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rule adopted by the commissioner of education as authorized under TEC, §49.006, including approval of the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 funding). Trustee John Rodgers seconded, and the motion passed 6-0.

COMMENTS FROM INDIVIDUAL BOARD MEMBERS

- Board members commented on items of community interest, including expressions of thanks, congratulations, or condolence; information regarding holiday schedules; recognition of a public employee, or other citizen; and reminders about upcoming district events.

Trustee Judd McCutchen made a motion to adjourn. Trustee Kim Kriegel seconded, and the motion passed 6-0. The meeting adjourned at 7:24pm.

Dusty Autrey, President

John Rodgers, Secretary

Date

Minutes August 28, 2023
Board of Trustees Called Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met August 28, 2023, in the WISD boardroom. President Dusty Autrey called the Public Hearing portion of the meeting to order at 5:00pm. Trustees John Rodgers, Melissa Starnater, Kim Kriegel, Clay Schoolfield and Debbie Timmermann, were present. WISD Superintendent Dr. Jerry Hollingsworth, Assistant Superintendent of Elementary Learning Lisa Mott, General Counsel Lee Auvenshine, Chief Financial Officer Ryan Kahlden, Chief Human Resource Officer Monica James, and Public Relations Director Jenny Bridges, as well as other administrators, were also present. President Autrey closed the Public Hearing portion of the meeting at 5:06pm and began the regular Board meeting.

The Board never entered closed session.

No one spoke in Open Forum.

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

- A. Approval of the WISD 2023-2024 salary and stipend schedule.
- B. Approval of the WISD 2023-2024 substitute pay scale.
- C. Approval of the WISD 2023-2024 compensation plan.
- D. Approval of a certification waiver for classroom teachers to address staffing shortages by allowing WISD to hire persons who do not meet requirements to teach without the necessary certifications.
- E. Approval of a purchase order from Cengage Learning, Inc. in the amount of \$54,797.40 for course materials for several classes at Global High School.

ACTION ITEMS:

- A. Trustee Debbie Timmermann made a motion to approve the Board Policy update 121 with changes affecting WISD local policies CFB, CKE, CLB, CRE, CVA, CVB, DEA, FD, and FFI, and additional changes to Waxahachie ISD local policies DEC and EIC. Trustee John Rodgers seconded, and the motion passed 6-0.
- B. Trustee Debbie Timmermann made a motion to approve the final budget amendments to the 2022-2023 budget. Trustee Kim Kriegel seconded, and the motion passed 4-2.
- C. Trustee Melissa Starnater made a motion to adopt the 2023-2024 operating budgets for the general fund, debt service fund, and child nutrition fund. Trustee John Rodgers seconded, and the motion passed 6-0.
- D. Trustee Debbie Timmermann made a motion to renew the WISD property/casualty and auto liability and auto liability insurance coverage from Texas Political Subdivision Joint Self-Insurance Fund for the 2023-2024 school year at a price not to exceed. Trustee Melissa

Starnater nominated Trustee Kim Kriegel with no other nominations. Trustee Judd McCutchen seconded the motion passed 6-0.

Trustee Debbie Timmermann made a motion to adjourn. Trustee Kim Kriegel seconded, and the motion passed 6-0. The meeting adjourned at 5:28pm.

Dusty Autrey, President

John Rodgers, Secretary

Date

Minutes September 5, 2023
Board of Trustees Called Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met Tuesday, September 5, 2023, in the WISD boardroom. President Dusty Autrey called the meeting to order at 8:00am. Trustees Clay Schoolfield, John Rodgers, Kim Kriegel, and Debbie Timmermann, were present. WISD Superintendent Dr. Jerry Hollingsworth, General Counsel Lee Auvenshine, Chief Financial Officer Ryan Kahlden, Assistant Superintendent for Elementary Learning Lisa Mott, Chief Human Resource Officer Monica James, Executive Director of Teaching, Learning, and Innovation Dr. Dustin Binnicker, and Public Relations Director Jenny Bridges, as well as other administrators, were also present.

No one spoke in Open Forum.

ACTION ITEMS:

- A. Trustee Clay Schoolfield made a motion to approve the ratification of the budgets for the general fund, debt service fund, and child nutrition fund. Trustee John Rodgers seconded, and the motion passed 5-0.

Trustee John Rodgers made a motion to adjourn. Trustee Debbie Timmermann seconded, and the motion passed 5-0. The meeting adjourned at 8:02am.

Dusty Autrey, President

John Rodgers, Secretary

Date

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: Purchase Orders **Related Page(s)** 4

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

Purchase Orders requiring Board approval are presented.

ATTACHMENTS:

Multiple Purchase Orders are presented for approval.

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

RECOMMENDATION:

Administration recommends that these purchase orders be approved as presented.

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

P.O. NUMBER: 8620023400
VENDOR KEY : NEXT STE000
PAGE NUMBER: 1
P.O. DATE : 08/25/2023
SHIP DATE : 08/25/2023
FISCAL YEAR: 2022-2023
ENTERED BY : ECHOLPAI000

PRINTED 08/29/2023

COMPANY:
NEXT STEP COMMUNITY SOLUTIONS
305 S BROADWAY AVE STE 603
TYLER, TX 75702

DELIVER TO:
WISD CENTRAL ADMINISTRATION
411 N GIBSON ST.
WAXAHACHIE, TX 75165

ATTN: GINGER ROBINSON - TLI

<u>QUANT.</u>	<u>UNIT OF MEASURE</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
		EMOTIONAL - BEHAVIORAL MENTAL HEALTH AND/OR SUBSTANCE ABUSE COUNSELING FOR WISD		
20	EACH	PAYMENT AGREEMENT (SEPTEMBER 2023 - MAY 2024)	16070.00000	321400.00
		WISD CONTACT: GINGER ROBINSON 972-923-4727		
		VENDOR APPROVED - WISD # 903-939-9010		
		USE P.O. NUMBER ON ALL CORRESPONDENCE	TOTAL	321,400.00

T A X E X E M P T I O N S

TAX EXEMPT ENTITY
NO BACK ORDERS ACCEPTED

PURCHASE APPROVED BY:

CHIEF FINANCIAL OFFICER

P.O.: 8620023400 ACCOUNT SUMMARY (FOR INTERNAL USE)
ACCOUNT

VENDOR KEY : NEXT STE000
AMOUNT

282 E 11 6299 00 999 3 11 000

321,400.00

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 WAXAHACHIE, TX 75165
 TAX NBR: 75-6002723
 PHONE: 972-923-4631
 FAX NBR: 972-923-4658

REQ. NUMBER: 9370024005
 VENDOR KEY : LABATFOS001
 PAGE NUMBER: 1
 REQ. DATE : 09/01/2023
 SHIP DATE : 09/01/2023
 SHIP VIA : Best Way
 FISCAL YEAR: 2023-2024
 ENTERED BY : HODGEMAR000

PRINTED 09/05/2023

COMPANY:
 LABATT FOOD SERVICE
 PO BOX 137
 SAN ANTONIO, TX 78291-0137

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

ATTN: MARY HODGE

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
1	EACH	Program Food	300000.00000	300000.00
1	EACH	Non-Food Items	100000.00000	100000.00
1	EACH	Non-Program Food items	40000.00000	40000.00
Region 10 Vendor				
			TOTAL	440,000.00

 #
 # 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.: 9370024005 ACCOUNT SUMMARY (FOR INTERNAL USE) VENDOR KEY : LABATFOS001

ACCOUNT	AMOUNT
701 E 35 6341 00 937 0 99 000	300,000.00
701 E 35 6341 00 937 0 99 131	40,000.00
701 E 35 6342 00 937 0 99 000	100,000.00

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

REQ. NUMBER: 8760024001
 VENDOR KEY : ORANGE T000
 PAGE NUMBER: 1
 REQ. DATE : 09/05/2023
 SHIP DATE : 09/01/2023
 FISCAL YEAR: 2023-2024
 ENTERED BY : WILSOJUA000

PRINTED 09/06/2023

COMPANY: ORANGE TREE STAFFING, LLC 2300 MAITLAND CENTER PARKWAY STE 200 MAITLAND, FL 32751		DELIVER TO: WISD SPECIAL EDUCATION DEPT. 1000 N HWY 77 WAXAHACHIE, TX 75165 ATTN: JUANITA WILSON
--------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
1312	HOURS	Contracted Speech Pathologists needed for WISD students who are receiving Speech Services or being evaluated for Speech Services for September 2023-May 2024. WISD Approved Vendor List DIP GOAL 1:6 WISD SPED Contact: Juanita Wilson @ 972-923-4638	75.00000	98400.00

```

#####
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#####
=====
P.O.: 8760024001 ACCOUNT SUMMARY (FOR INTERNAL USE)      VENDOR KEY : ORANGE T000
ACCOUNT                                                    AMOUNT
199 E 11 6219 00 876 0 23 000                          98,400.00
  
```

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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: 8760024003
VENDOR KEY : SUPERIOR005
PAGE NUMBER: 1
REQ. DATE : 09/01/2023
SHIP DATE : 07/17/2023
FISCAL YEAR: 2023-2024
ENTERED BY : WILSOJUA000

PRINTED 09/06/2023

COMPANY: SUPERIOR PEDIATRIC CARE, INC. 1201 SUMMIT AVENUE STE 500 FT WORTH, TX 76102		DELIVER TO: WISD SPECIAL EDUCATION DEPT. 1000 N HWY 77 WAXAHACHIE, TX 75165 ATTN: JUANITA WILSON
-----------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
1	EACH	Contracted Physical Therapists, Speech Pathologists, Teacher for the Visually Impaired and Orientation and Mobility services for September 2023- August 2024 through Superior Pediatrics. WISD 2022-2023 Approved Vendor List DIP GOAL 1:6 WISD SPED Contact: Juanita Wilson @ 972-923-4638	250000.00000	250000.00

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ACCOUNT	AMOUNT
199 E 11 6219 00 876 0 23 000	250,000.00

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

P.O. NUMBER: 9000024015
 VENDOR KEY : TEXAS AI000
 PAGE NUMBER: 1
 P.O. DATE : 09/08/2023
 SHIP DATE : 09/07/2023
 SHIP VIA : BEST WAY
 FISCAL YEAR: 2023-2024
 ENTERED BY : ROSS WEN001

PRINTED 09/08/2023
 REPRINTED PO

COMPANY:
 TEXAS AIRSYSTEMS, LLC
 6029 W CAMPUS CIRCLE DRIVE
 STE 100
 IRVING, TX 75063

DELIVER TO:
 WISD TECHNOLOGY DEPT
 405 W Third S.
 WAXAHACHIE, TX 75165

 ATTN: RYAN/JERONIMO

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
		QUOTE COMPARISON APPROVED BY R. KAHLDEN		
1	EACH	AAON SPLIT SYSTEM CRAC UNIT 13 TON	129000.00000	129000.00
1	EACH	FULL 100% REDUNDACY OPTION ADD (2 SYSTEMS) MECHANICAL ELECTRICAL INSTALLATION BOTH INCLUDED	70000.00000	70000.00
		PRICING BASED ON QUOTATION DATED 8/28/23		
		USE P.O. NUMBER ON ALL CORRESPONDENCE	TOTAL	199,000.00

T A X E X E M P T I O N S

TAX EXEMPT ENTITY
 NO BACK ORDERS ACCEPTED

PURCHASE APPROVED BY:

CHIEF FINANCIAL OFFICER

=====

P.O.: 9000024015	ACCOUNT SUMMARY (FOR INTERNAL USE)	VENDOR KEY : TEXAS AI000
ACCOUNT		AMOUNT
199 E 51 6299 00 951 0 99 086	33	199,000.00

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: Purchase Orders **Related Page(s)** 4

**Consent
Agenda Item**

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	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
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PRINTED 08/29/2023

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ATTN: GINGER ROBINSON - TLI

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20	EACH	PAYMENT AGREEMENT (SEPTEMBER 2023 - MAY 2024)	16070.00000	321400.00
		WISD CONTACT: GINGER ROBINSON 972-923-4727		
		VENDOR APPROVED - WISD # 903-939-9010		
		USE P.O. NUMBER ON ALL CORRESPONDENCE	TOTAL	<u>321,400.00</u>

T A X E X E M P T I O N S

TAX EXEMPT ENTITY
NO BACK ORDERS ACCEPTED

PURCHASE APPROVED BY:

CHIEF FINANCIAL OFFICER

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ACCOUNT AMOUNT
282 E 11 6299 00 999 3 11 000 321,400.00

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PRINTED 09/06/2023

COMPANY:	ORANGE TREE STAFFING, LLC 2300 MAITLAND CENTER PARKWAY STE 200 MAITLAND, FL 32751	DELIVER TO:	WISD SPECIAL EDUCATION DEPT. 1000 N HWY 77 WAXAHACHIE, TX 75165 ATTN: JUANITA WILSON
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411 N. GIBSON STREET
WAXAHACHIE, TX 75165
TAX NBR: 75-6002723
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PAGE NUMBER: 1
REQ. DATE : 09/01/2023
SHIP DATE : 07/17/2023
FISCAL YEAR: 2023-2024
ENTERED BY : WILSOJUA000

PRINTED 09/06/2023

COMPANY:	DELIVER TO:
SUPERIOR PEDIATRIC CARE, INC.	WISD SPECIAL EDUCATION DEPT.
1201 SUMMIT AVENUE STE 500	1000 N HWY 77
FT WORTH, TX 76102	WAXAHACHIE, TX 75165
	ATTN: JUANITA WILSON

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
1	EACH	Contracted Physical Therapists, Speech Pathologists, Teacher for the Visually Impaired and Orientation and Mobility services for September 2023-August 2024 through Superior Pediatrics.	250000.00000	250000.00
		WISD 2022-2023 Approved Vendor List		
		DIP GOAL 1:6		
		WISD SPED Contact: Juanita Wilson @ 972-923-4638		

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P.O.: 8760024003 ACCOUNT SUMMARY (FOR INTERNAL USE)	VENDOR KEY : SUPERIOR005
ACCOUNT	AMOUNT
199 E 11 6219 00 876 0 23 000	250,000.00

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Andy Reeves

Subject: Report regarding maintenance work orders **Related Page(s)** 1

**Informational
Agenda Item**

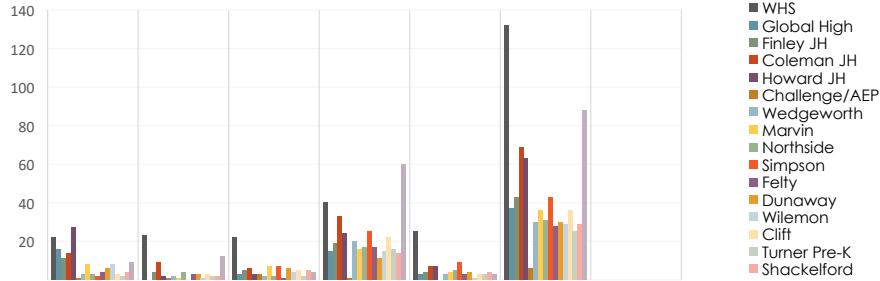
EXECUTIVE SUMMARY: Informational report on the maintenance department’s work orders from the month of August 2023.

ATTACHMENTS:

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

August 2023 WO Report

W/O Count



Campus	HVAC	Elec	Plumbing	General	Doors and Locks	Total	Trend
WHS	22	23	22	40	25	132	
Global High	16	0	3	15	3	37	
Finley JH	11	4	5	19	4	43	
Coleman JH	14	9	6	33	7	69	
Howard JH	27	2	3	24	7	63	
Challenge/AEP	1	1	3	1	0	6	
Wedgeworth	3	2	2	20	3	30	
Marvin	8	1	7	16	4	36	
Northside	3	4	2	17	5	31	
Simpson	2	0	7	25	9	43	
Felty	4	3	1	17	3	28	
Dunaway	6	3	6	11	4	30	
Wilemon	8	1	4	15	1	29	
Clift	3	3	5	22	3	36	
Turner Pre-K	2	2	2	16	3	25	
Shackelford	4	2	5	14	4	29	
Misc.	9	12	4	60	3	88	
Total Count	143	72	87	365	88	755	

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Jacob Perry

Subject: Monthly Attendance, Discipline, Drug Offenses, Drug Testing, and Usage of Drug Dog and Metal Detector Report **Related Page(s)** 7



EXECUTIVE SUMMARY:

Informational reports regarding student attendance, student discipline, student drug offenses, student drug testing, and drug dog and metal detector searches for August 2023.

ATTACHMENTS:

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

Consideration of informational reports regarding student attendance, student discipline, student drug offenses, student drug testing, and drug dog and metal detector searches for August 2023.

Discipline Data for WISD (08/10/2023 – 08/30/2023)

The discipline breakdown for Waxahachie ISD for the month of **August** shows discipline assignment trends for students in the district. While all categories of violations are represented in this report, specific categories of discipline infractions to note are: Possessed, sold, used or was under the influence of marijuana or other controlled substance **(04)**, Violation of Student Code of Conduct **(21)**, Terroristic threat **(26)**, Assault against employee/volunteer **(27)**, Assault against someone other than school employee/volunteer **(28)**. Fighting/Mutual Combat **(41)**. Harassment against employee of the school district **(60)**.

DAEP Placements (12):

- **4** Possessed, sold, used, or was under the influence of Marijuana or other controlled substance **(04)**. *Mandatory DAEP/Discretionary Expulsion*
- **2** Violation of Student Code of Conduct **(21)** *Discretionary DAEP Placement (HB 114 "Vaping Device" will be mandatory with new coding)*
- **2** Terroristic Threat **(26)**. *Mandatory DAEP Placement*
- **1** Assault against employee/volunteer **(27)** *Mandatory DAEP Placement*
- **1** Assault against someone other than employee/volunteer **(28)** *Mandatory DAEP Placement*
- **1** Fighting/Mutual Combat **(41)**. *Discretionary DAEP Placement*
- **1** Harassment against an employee of the school district **(60)** *Mandatory DAEP Placement*

**There are currently 37 total DAEP placements for the 23-24 school year. 25 of these placements were continuations from previous school year/summer school.*

*2 Placements have been assigned due to Nicotine vaping devices.

*4 Placements have been assigned due to THC vaping devices.

Expulsions (1):

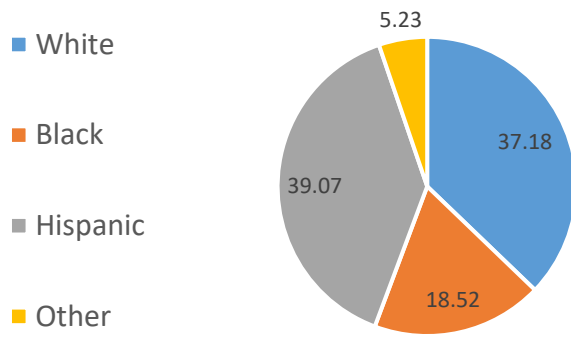
- **1** Brought a firearm to school **(11)**. *Mandatory Expulsion (New student to WISD, continuation of previous district incident)*

ISS/OSS Placements:

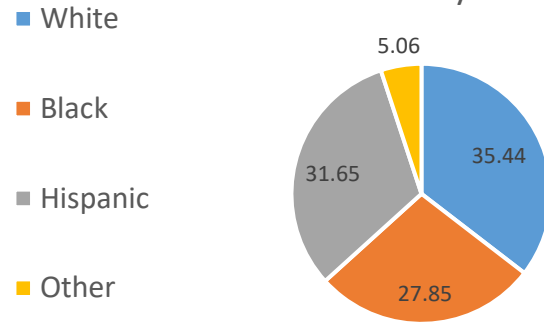
- There were **79** ISS assignments (both full and partial days) for date window. Some of these were multiple day assignments.
- There were **11** OSS assignments (both full and partial days) for date window. Some of these were multiple day assignments.

Charting Discipline for WISD:

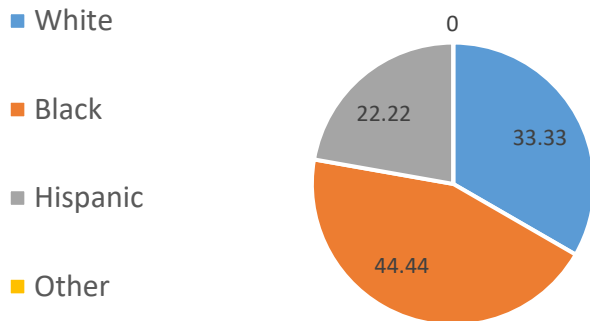
Enrollment % By Ethnicity (11,041 Total)



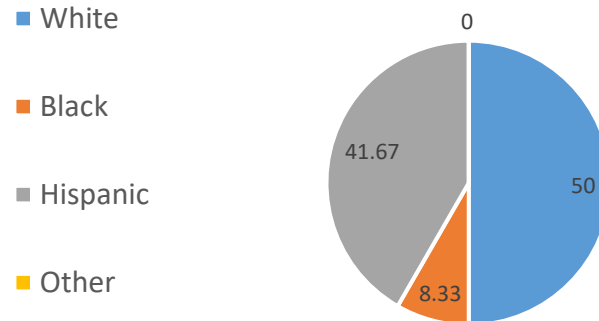
ISS Placements (79 Total)
Ethnicity %



OSS Placements (11 Total)
Ethnicity %



DAEP Placements (12 Total)
Ethnicity %



WAXAHACHIE ISD

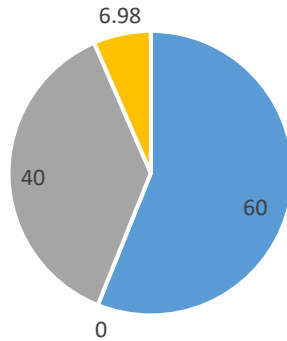
STUDENT DRUG OFFENSES

2023-24 School Year

CAMPUS	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
WHS	4									
HSOC	0									
Global	0									
Coleman	1									
Finley	0									
Howard	0									
Northside	0									
Simpson	0									
TOTAL	5									

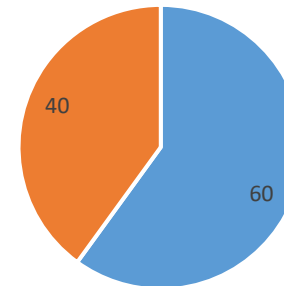
Drug Offenses (5 Total)
Ethnicity %

- White
- Black
- Hispanic
- Other



Drug Offenses (5 Total)
Gender %

- Male
- Female

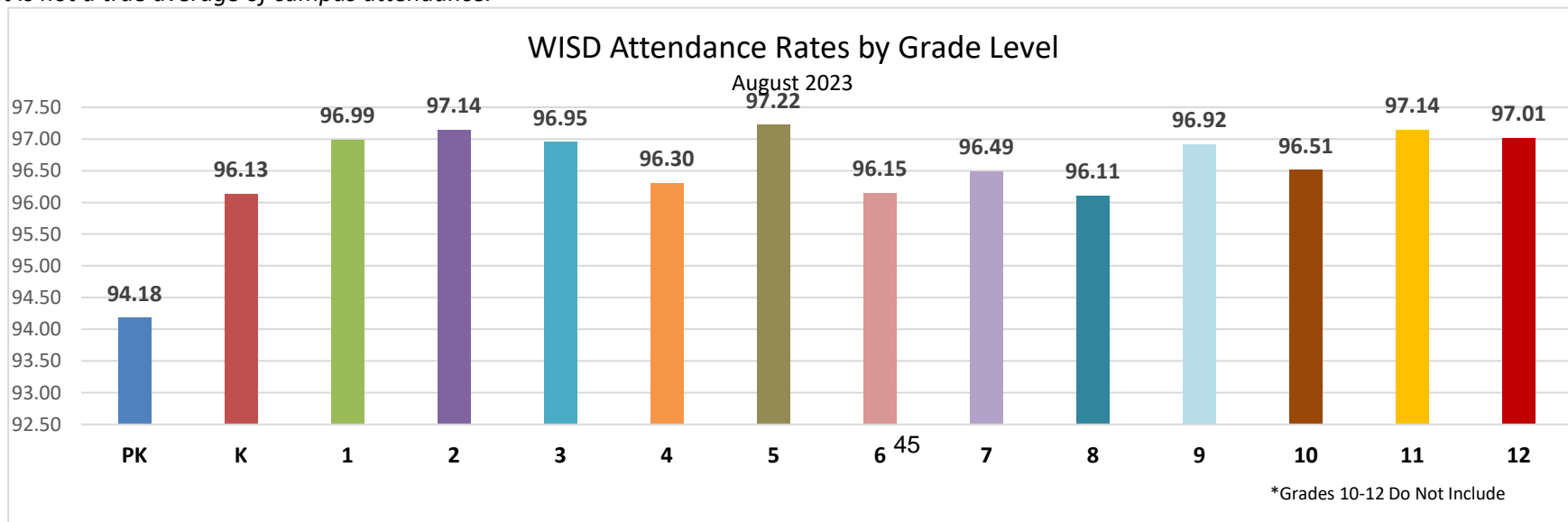


WAXAHACHIE ISD August 2023 Attendance Report

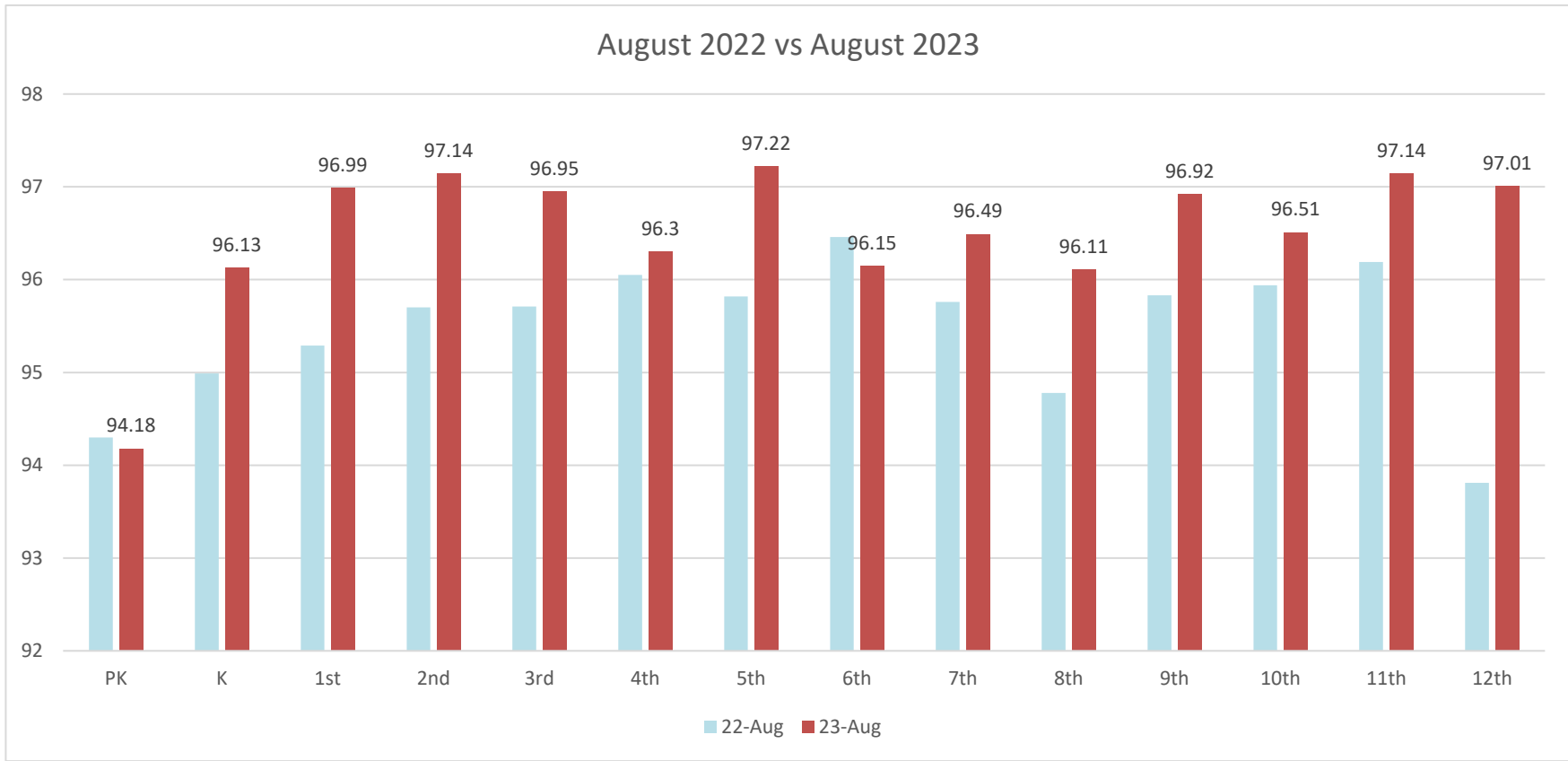
	August	September	October	November	December	January	February	March	April	May	
Waxahachie High School	95.90%										
High School of Choice	93.40%										
Global High School	97.86%										
Coleman Jr. High	95.25%										
Finley Jr. High	96.94%										
Howard Jr. High	96.52%										
Clift Elementary	96.17%										
Dunaway Elementary	97.39%										
Felty Elementary	96.08%										
Marvin Elementary	96.10%										
Northside Elementary	96.77%										
Shackelford Elementary	97.15%										
Simpson Elementary	97.76%										
Wedgeworth Elementary	96.26%										
Wilemon Elementary	97.57%										
Turner PreK	95.30%										
				<i>*Highlighted cells indicate a drop in attendance from previous month.</i>							
District ADA:	96.36%										

* Total ADA is calculated with different programs/students receiving different weights for attendance.

It is not a true average of campus attendance.



WAXAHACHIE ISD August 2023 Attendance Report



RANDOM DRUG TESTING – EXTRACURRICULAR SECONDARY STUDENTS

WISD will begin conducting random drug testing in October.

USAGE OF DRUG DOGS AND METAL DETECTORS

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, August 10, checking 16 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, August 11, checking 16 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, August 14, checking 17 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, August 15, checking 19 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, August 16, checking 19 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, August 17, checking 19 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, August 18, checking 20 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, August 21, checking 20 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, August 22, checking 20 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, August 23, checking 20 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, August 24, checking 17 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, August 25, checking 22 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, August 28, checking 17 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, August 29, checking 19 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, August 30, checking 19 students total. There were zero hits.

Metal detectors were utilized at the student and bus entrances of Waxahachie High School on Wednesday, August 30, checking 505 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, August 31, checking 20 students total. There were zero hits.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 12, 2023 **Presented By:** Sean Cagle

Subject: Out of State travel for WHS Theatre **Related Page(s)** _____



EXECUTIVE SUMMARY:

Next Spring, the WHS Drama Dept. is requesting to travel to New York, NY. This trip will provide students with the opportunity to see the pinnacle of musical performance, as well as world-renowned cultural sights. It will give students an experience to strengthen character and a chance to build independence and responsibility. Students, staff and chaperones will leave Thursday, March 7, 2024 from WHS and return Tuesday, March 12, 2024.

ATTACHMENTS:

See attached form

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

I recommend the allowance of this travel as it supports Priority #1.4 of providing additional enrichment activities for students. Many students have not had the opportunity to travel out of state or experience an environment very different than North Texas. This trip is something they will remember for the rest of their lives.

2024 WHS Drama Department NYC Trip Itinerary

Thursday, March 7th

Departure:

- 9:00am. - Transportation to the airport on your own, must arrive no later than 9am
American Airlines Flight 1473 – 11:30am (arrives in LGA at 3:45pm.)
- 4:20pm - Load students on chartered bus from LGA
- 5:00pm - Check into room at Fairfield Inn Times Square.
- 6:00pm – Dinner
- 7:30pm – Walk to TIMES SQUARE for group photo!
- 10:00pm – Lights Out!

Friday, March 8th

- 8:00am – Breakfast in the hotel
- 10:00am – Entire group Meet in Lobby / Put your walking shoes on!!!!
- GROUP SIGHTSEEING!!!!**
- 10:15am – Bryant Park/NYC Public Library
- 10:30am - 10:45am – Grand Central Station!!!!
- 11:00am – Walk up 5th Ave.
- 11:15am– 11:30am - *Rockefeller Center/NBC STUDIOS/Radio City Music Hall*
- 11:45am-12:00pm – walk up 5th Ave. See St. Patrick’s Cathedral/Saks 5th Ave/Apple Store
- 12:00pm-2pm –Explore Central Park!!! Eat lunch!
- 2:00pm – 2:30pm – Return to hotel
- 2:30pm-5pm – Afternoon Nap!
- 5:15pm – Meet in Lobby
- 5:30pm –7:15pm – Dinner on your own (Chaperone Groups)
- 7:30pm – Meet outside theatre
- 8pm – Show #1
- 10:30pm-11:00pm – Return to Hotel
- 12:00pm – Lights Out!!

Saturday, March 9th

- 7:30am – 8:00am – Breakfast in the hotel
- 8:15am – Entire group Meet in Lobby / Put your walking shoes on!!!!
- GROUP SIGHTSEEING!!!! Subway TIME!**
- 9:00am-11:45am – Chelsea Market - Lunch there!
- 12:00pm – 12:30pm – Return to hotel
- 1:15pm – Meet in Lobby
- 2:00pm – Show #2
- 4:45pm–5:00pm – Back to hotel to refresh, bathroom, etc
- 6:00pm – Meet in Lobby
- 6:00pm-7:30pm – Dinner on your own (Chaperone groups)
- 7:30pm – Meet outside theatre
- 8:00pm – Show #3
- 10:45pm – Explore Times Square
- 11:00pm-11:15pm – Return to Hotel

11:45pm – Lights Out!!

Sunday, March 10th

7:00am – 8:30am – Breakfast in the hotel
9:00am – 12:00pm - Sightseeing TBA
11:00am – 12:30pm – Lunch on your own (chaperone groups).
12:30pm – Meet outside theatre
1:00pm – ***Show #4***
4:00pm –4:15pm – return to hotel
5:15pm – Meet in Lobby
5:30pm-6:30pm – Dinner on your own (Chaperone groups)
6:30pm – Meet outside theatre
7:30pm – ***Show #5***
10:15pm-10:30pm – Return to Hotel
11:00pm – Lights Out!!!

Monday, March 11th

6:00am –7:30pm “Good Morning America” or “Today Show” (optional)
7:00am – 8:30am – Breakfast at the hotel
8:30am - Meet in the Lobby
8:30am – 9:00 – take Subway to Battery Park
9:00am – 10:00am - Sight Seeing (Battery Park, Financial District, Statue of Liberty)
10:00am - 10:30pm – Travel to 9/11 Memorial
10:30am – 9/11 Memorial Visit
11:45pm – 12:45pm – Lunch on your own (chaperone groups).
1:00pm-6:00pm– Shopping on Canal St.
6:00pm -6:30pm – Head back to hotel (Get ready for Dinner)
7:30pm – Meet in Lobby
7:30pm-7:45pm – Head to *Napoli's* !!!
8:00pm – THE MOST AWESOME DINNER EVER!!!!

Tuesday, March 12th

7:30am – 9:00am – Breakfast at the hotel
8:00am-10:00am – Pack up! Last minute souvenir shopping in Times Square / 5th Ave.
10:30am – 10:45am –Move luggage downstairs.
10:45am-11:00am – Load Charter Bus
12:00pm – Arrive in LGA Airport
3:00pm – Fly back to DFW AA Flight 1056
6:10pm – Arrive in DFW

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Lee Auvenshine

Subject: Multi-Hazard Emergency Operations Plan
Section 37.108 of the Texas Education
Code **Related Page(s)** None



EXECUTIVE SUMMARY:

The Board of Trustees has consistently implemented a multi-hazard emergency operations plan in full compliance with Section 37.108 of the Texas Education Code for many school years. Each campus has an electronic copy and hard copy of this plan within a binder, which also includes campus floor plans and other campus specific information as needed. This plan has been updated many times, under the guidance of the District Crisis Management Team, often in response to legislative mandates and administrative guidance from the Texas Education Agency and the Texas School Safety Center.

In August 2023, the Texas School Safety Center introduced newly approved templates impacting the multi-hazard emergency operations plan, specifically including the basic plan, hazardous materials annex, train derailment annex, and severe weather annex. The new template for the basic plan does not represent a substantive change; however, to ease the Texas School Safety Center’s statutorily mandated review of all emergency operations plans adopted by school districts throughout the state, school districts have been strongly encouraged to adopt the newly published model template. As in previous years, the model plan continues to include additional blank annexes and appendices which will be completed once published and provided by the Texas School Safety Center.

The District Crisis Management Team serves as Waxahachie ISD’s school safety and security committee in compliance with Section 37.109 of the Education Code. This team is responsible for maintaining and updating the multi-hazard emergency operations plan, among other functions. At its most recent meeting on September 6, 2023, the District Crisis Management Team approved the newly formatted multi-hazard emergency operations plan, with all new annexes.

Throughout the school year, Lt. Chris Dickinson, along with district administration, will make appropriate changes as necessary and keep a record of all changes. Notification of any necessary changes will be presented at meetings of the District Crisis Management Team throughout the upcoming year.

To protect against the potential vulnerability of staff and students in response to a specific crisis, multi-hazard emergency operations plans are confidential pursuant to Section 37.108 of the Education Code and not subject to public disclosure under the Public Information Act. Therefore, this plan will be presented and discussed with the Board of Trustees during Closed Session.

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

Administration recommends approval of the multi-hazard emergency operations plan as previously approved by the District Crisis Management Team, under Section 37.108 of the Texas Education Code.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: Renew Unemployment Compensation Insurance **Related Page(s)** _____

**Consent
Agenda Item**

EXECUTIVE SUMMARY: The district utilizes the TASB Risk Management Fund intergovernmental risk pool to provide unemployment compensation insurance. The contribution rates for this line of coverage have remained relatively unchanged since we began participation with the fund. Renewal of this coverage is recommended.

ATTACHMENTS: Renewal information from TASB Risk Management Fund for unemployment compensation insurance

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

RECOMMENDATION: Approve renewal of unemployment compensation insurance for the 2023-2024 school year with the TASB Risk Management Fund.



July 26, 2023

Ryan Kahlden

Waxahachie ISD

Dear Ryan Kahlden,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing your coverage for the coming year. The proposal reflects the Fund's on-going commitment to the risk sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving public schools and other educational entities in Texas. The Fund is governed by a 19-member board of school trustees, superintendents, and administrators from member districts. The Board ensures the Fund remains financially strong and responsive to member needs.

Fund programs and coverages continue to support the risks shared by Fund members but also reflect the challenging environments that Fund members face today. Highlights of this year's program changes include:

- Significant cost pressures for **Property coverage** continue due to severe and unpredictable weather, increases in the value of covered buildings, and inflationary pressures increasing the cost of claims. The Fund's Board again authorized the use of up to \$12 million of Members' Equity, or fund balance, to mitigate the impact of higher costs to members.
- Members of the **Privacy & Information Security** program continue to improve cyber risk management practices, so the **cyber limit is doubled to \$500,000**, up from \$250,000, this year. To support the increased limit for all Fund members, contributions will increase slightly. To ensure there are no barriers to promptly reporting cyber events, the Fund's coverage program has no deductible for members.
- **Workers' Compensation and Unemployment Compensation rates will remain steady** for most members. Changes in contributions will reflect significant changes in payroll, staffing, or loss histories for some members.
- With claims returning to or exceeding pre-pandemic levels, **Auto and School Liability rates will increase** due to increased claims expenses related to higher costs for legal services and auto repair parts and labor.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of coverage changes and updates to the Fund's Coverage Agreements is included in this proposal. Coverage Agreements can also be accessed on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or to TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact.

Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about this renewal proposal or any aspect of your Fund membership, please contact Jennifer Jones or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and your partnership with all Fund members. The Fund is proud to be your partner in managing risks and serving the students in your community.

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

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 1 (512) 505-2814

CC:



Waxahachie ISD

Contribution & Coverage Summary (CCS) Participation Period: 10/1/2023 through 9/30/2024

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

This is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	No Deductible	\$55,324
Total Contribution			\$55,324

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

Waxahachie ISD

Unemployment Compensation Participation Period: 10/1/2023 through 9/30/2024 Total Contribution: \$55,324

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

Unemployment Compensation Coverage	Contribution
UC – Pool	\$55,324

Unemployment Compensation Provisions

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

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

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

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

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



Program Coordinators

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

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF- Unemployment Compensation	Ryan Kahlden	Assistant Superintendent of Finance	rkahlden@wisd.org

Program Coordinator Updates

Program	Name	Title	E-mail

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



Contribution & Coverage Summary General Provisions

Coverage: This CCS and the Fund’s corresponding Coverage Agreements for this Participation Period outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

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

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the Interlocal Participation Agreement outlines the termination-related provisions that govern this CCS. These provisions include that this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Fund Member Authorization:

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

Authorized Signature

Date

Printed Name

Title

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Lee Auvenshine

Subject: Ratification of acceptance of funds from the Texas Workforce Commission to provide retention stipend to childcare workers at Little Chiefs Academy **Related Page(s)** _____

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

Waxahachie ISD operates the Little Chiefs Academy, a childcare center, for the benefit of WISD student-mothers and WISD employees. The annual budget of the Little Chiefs Academy, which includes the payroll expenses for childcare staff, is funded by the WISD employees who enroll their children in the center.

The Texas Workforce Commission awarded wage supplement funds in late August through Workforce Solutions for North Central Texas to the Little Chiefs Academy to address financial aid for childcare staff. The express priority for the use of these special funds is to provide financial aid in the amount of \$450 to employees of childcare centers who were employed as of July 1, 2022, and have remained employed. The district was provided a deadline of September 1, 2023, to accept and distribute the funds.

To honor and support the childcare staff members of the Little Chiefs Academy, administration expressed acceptance of the special funds to approve a retention stipend in the amount of \$450 to all eligible childcare workers of the Little Chiefs Academy who were employed as of July 1, 2022, and have remained employed. This stipend has been made payable to eligible employees.

BOARD PRIORITY GOALS		
	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

Administration recommends ratification of acceptance of the retention stipend for childcare workers as provided by the Texas Workforce Commission through Workforce Solutions for North Central Texas.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Stephen Mott

Subject: Northside Roof Change Order **Related Page(s)** 2



ATTACHMENTS:

Nailer and fascia metal change orders

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
X	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

RECOMMENDATION:

The Board approve the change order from Honey's Roofing to replace rotten nailer boards at Northside Elementary and install new metal fascia to match the rest of the school at a price not to exceed \$60,900.



CHANGE ORDER 1

PROJECT: NORTHSIDE ELEMENTARY
ADDRESS: WAXAHACHIE, TX
DATE: 09/05/2023

SCOPE OF WORK: FASCIA METAL

1.) INSTALL SPECIFIED 2GA PREFINISHED FASCIA METAL TO SPECIFIED SECTION OF BUILDING AS STATED @ APPROX 980LF.

ALL MATERIAL IS TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANWHILE MANNER ACCORDING TO STANDARD PRACTICES. DOES NOT INCLUDE DISCONNECT OR RECONNECT OF ANY HVAC, ELECTRICAL OR PLUMBING AND IS THE CUSTOMER'S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL TO DO SO IF NEEDED AT THEIR OWN EXPENSE. WE ARE NOT RESPONSIBLE FOR ANY POSSIBLE DAMAGE THAT MAY BE CAUSED BY EQUIPMENT TO PARKING LOT. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE.

WE PROPOSE HEREBY TO FURNISH ALL MATERIAL AND LABOR- COMPLETE ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

BONDING NOT INCLUDED DOLLARS: (**\$ 29,400.00** plus tax if applicable)

PRICING AND DELIVERY SUBJECT TO CHANGE DUE TO CURRENT MARKET VOLATILITY AND AVAILABILITY.

DATE: _____

SIGNATURE: _____

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Dr. David Averett

Subject: 2023-24 Adjunct Faculty Agreement with Texas A&M AgriLife Extension Service **Related Page(s)** _____



EXECUTIVE SUMMARY:

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.

ATTACHMENTS:

Resolution agreement

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
X	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

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

ADJUNCT FACULTY REQUEST

Cover Letter requesting Adjunct Faculty Status

ELLIS COUNTY EXTENSION SERVICE

September 11, 2023

*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 hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Waxahachie Independent School District.

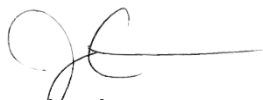
The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered “in attendance” when participating in off-campus activities with an adjunct staff member of the school district.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



Jade Edgar
County Extension Agent
Better Living for Texans – Ellis & Johnson Counties

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 ___ day of _____, 20___ and remain in effect until the day of _____, 20_____.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
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 all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The 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 allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension

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

This appointment of the herein named Ellis County Extension Agent, Jade Edgar is 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 _____ day of _____, 20____.

Waxahachie Independent School District

By: _____

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: Adopt Tax Rates **Related Page(s)** _____

**Action
Agenda Item**

EXECUTIVE SUMMARY:

In accordance with TEC §44.004, the District will conduct a public hearing regarding the proposed 2023-2024 proposed maintenance & operations rate of \$0.7575 and interest & sinking rate of \$0.4129, for a total tax rate of \$1.1704 per \$100 in valuation.

ATTACHMENTS:

Ordinance to set tax rates for 2023

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

RECOMMENDATION:

Adopt M&O tax rate of \$0.7575 and I&S tax rate of \$0.4129.

ORDINANCE TO SET TAX RATE FOR 2022
(2023-2024 SCHOOL YEAR)

An ordinance levying an annual ad valorem tax for the year 2023, setting specific tax rates applicable to all real, personal, and mixed property situated within the Waxahachie Independent School District, setting due date and providing for penalties and interest on delinquent taxes.

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

1. That an ad valorem tax rate of **\$1.1704 per \$100** cash valuation as said values are fixed by the Appraisal Review Board, and the same is hereby levied for tax year 2023 on all real property, personal property, and mixed property located and situated within the confines and boundaries of the Waxahachie Independent School District as of January 1, of this year.
2. That the above-specified ad valorem tax rate be distributed as follows:
 - a. **\$0.7575** rate for the local maintenance and operations (M&O) fund.
 - b. **\$0.4129** rate for the debt service, bonded indebtedness, and interest and sinking (I&S) fund.
3. Any person failing to pay their taxes on or before January 31, 2024, shall be subject to the maximum penalties thereon allowed by law to be collected on delinquent taxes. All delinquent taxes shall bear interest at the highest per annum interest rate allowed by law to be collected on delinquent taxes and shall bear interest from the date of delinquency until paid.
4. Taxes which are due the Waxahachie Independent School District that remain delinquent on July 1st of the tax year in which they become delinquent for the 2023 and later tax years, on accounts which have been assigned to the Waxahachie Independent School District's delinquent tax attorney on or before July 1st, incur an additional penalty of 20% of the amount of taxes, penalty and interest due at the time the taxes, penalty, and interest are paid.

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

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

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.08 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$34.94.

PASSED, APPROVED, AND EFFECTIVE, THIS 18TH DAY OF SEPTEMBER, 2023.

Dusty Autrey
President, Board of Trustees

John Rodgers
Secretary, Board of Trustees

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: Engagement of Electrical Engineer **Related Page(s)** _____

**Action
Agenda Item**

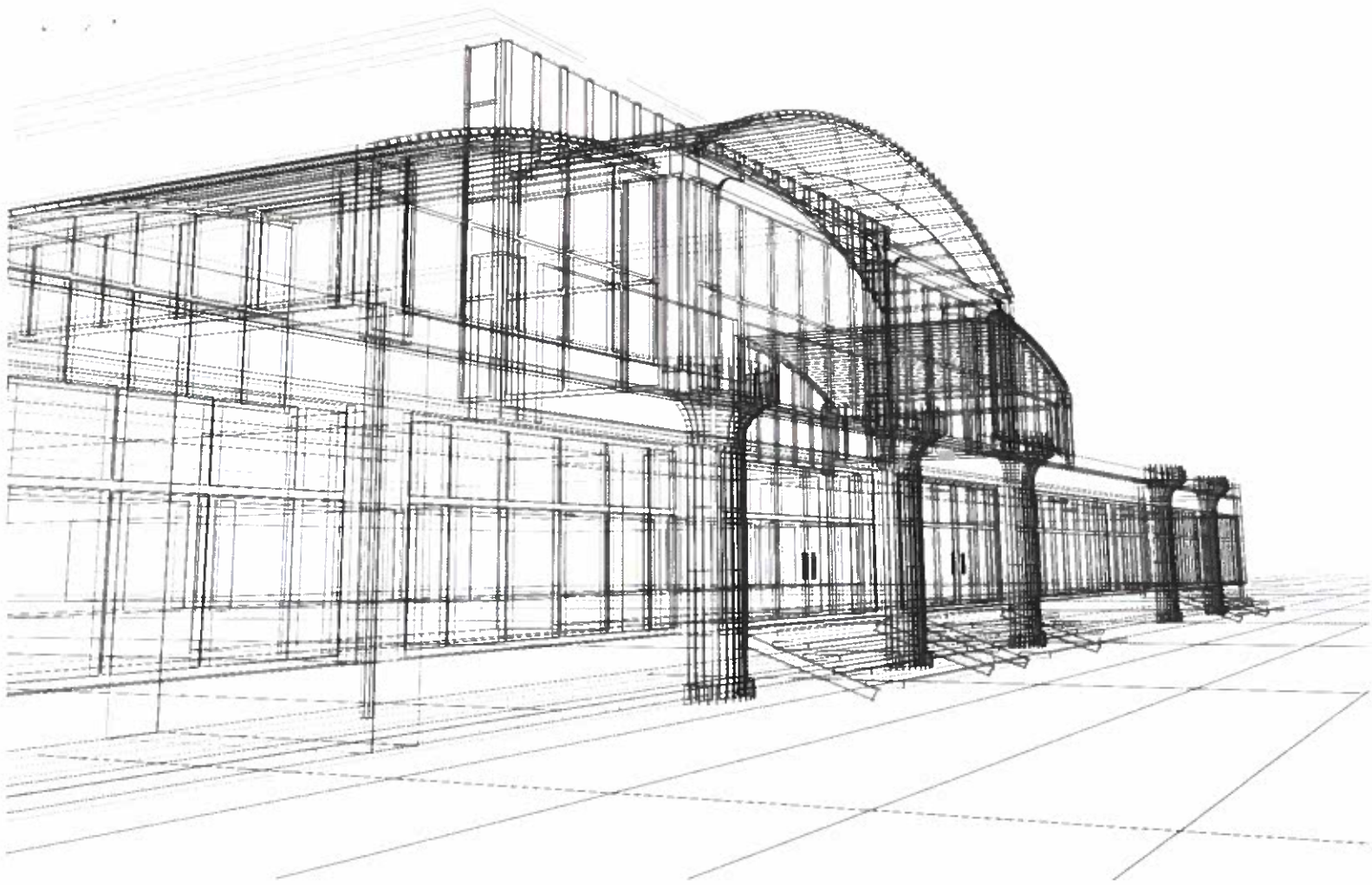
EXECUTIVE SUMMARY: Proposition C items at several campuses involve the replacement of current switchgear with newer equipment. To facilitate this process, we need to engage an electrical engineer to design this equipment as the design is customized to each facility’s electrical needs.

Administration is recommending an agreement with EMA Engineering & Consulting, Inc. This is the same group that is performing the electrical engineering work with VLK on our new builds. Their proposal includes a fee contingent on the construction price of the replacement equipment. Based on our Proposition C budgets for these projects, we anticipate their total fee to be approximately \$49,500 for this work.

ATTACHMENTS: Proposal from EMA Engineering

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

RECOMMENDATION: Approve design services proposal from EMA Engineering & Consulting, Inc for electric switchgear replacements on Proposition C projects.



EMA Engineering & Consulting, Inc.

Design Services Proposal
Panel Replacement Project – Multiple Campuses
Waxahachie ISD

August 10, 2023

Mr. Stephen Mott
Waxahachie ISD
411 N. Gibson Street
Waxahachie, TX 75165

Subject: Waxahachie ISD – Electrical Panel Replacement

Dear Mr. Mott:

EMA Engineering & Consulting, Inc. provides this letter of intent to contract with Waxahachie ISD for electrical engineering services for the Panel Replacement Project – Multiple Campuses.

EMA Engineering & Consulting, Inc. will provide the following professional engineering services in accordance with and as an attachment to Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee.

- Team approach and attitude (e.g., Owner, Engineer, Contractors).
- Initial meetings and on-site reviews with Owner to obtain scope of work, define work packages, budgets, priorities, phasing, scheduling, problems, maintenance needs, facility needs, standardization, etc.
- Obtain any specific Owner requirements. Meet with Owner's maintenance and facility personnel.
- Evaluate scope of work with budgets, schedules, etc. and coordinate with Owner.
- Working with Owner to develop specific scope of work by phase, priority, and budget. Define work packages.
- Design plans, specifications, construction documents. Conduct coordination/review meetings.
- Complete final plans, specifications, bidding documents.
- Answer questions during proposal process.
- Provide construction administration services.

Our fee is 6% of the total construction amount. This fee includes professional liability insurance, travel, per diem, telephone, CAD, fax, and printing of plans/specifications for coordination purposes. Printing of plans/specifications for contractors and plan rooms during the bidding phase will be billed as added expense for the reproduction costs. This agreement excludes hazardous materials consulting (e.g., asbestos, etc.) and civil engineering (e.g., site drainage etc.). Mediation will be the first method of dispute resolution. Services provided by the engineer will be performed in the same manner consistent with that degree of care and skill ordinarily exercised by a member of the same profession currently practicing under similar circumstances in the same local area. Each party agrees to mutually waive all claims for subrogation against each other to the extent said claims are covered by insurance.

Our hourly rates are as follows:

- Professional Engineer \$225/hour
- Project Manager/Designer \$150/hour
- Construction Admin/Commissioning \$130/hour
- CADD Draftsmen \$90/hour
- Administration \$75/hour

If the above is acceptable, please provide the appropriate signature to authorize us to begin work. We certainly appreciate the opportunity to provide this agreement. If you have any questions, please call me.

Sincerely,



Malek Bekka, Principal

Accepted by:

Signature

Printed Name

Date

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Lee Auvenshine

Subject: Resolution Addressing House Bill 3
Armed Security Officer Requirement **Related Page(s)** Resolution



EXECUTIVE SUMMARY:

The Board of Trustees adopted the School Marshal Program in 2018. Under the Marshal Program, armed marshals are assigned each day to all campuses where students are present. In addition to the Marshal Program, WISD entered into an agreement with the Waxahachie Police Department to provide school resource officers in 2016. Under the SRO program, certified peace officers are assigned to Waxahachie High School and all junior high schools. These certified peace officers regularly circulate throughout the district’s campuses, but no full-time peace officers are assigned to elementary campuses.

The 2023 Legislature approved House Bill 3, introducing a new requirement under Section 37.0814 of the Education Code for school districts to ensure the presence of at least one armed security officer during regular school hours at each district campus. The definition of an “armed security officer” within the statute includes only commissioned peace officers. To strictly comply with this provision, Waxahachie ISD would need to immediately hire more than ten additional certified peace officers. Waxahachie ISD does not have adequate funding to strictly comply with this requirement, and the Waxahachie Police Department does not have adequate personnel capacity to meet this requirement.

Fortunately, the Board of Trustees has already developed and documented an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code. Specifically, through the School Marshal Program under Section 37.0811 of the Texas Education Code, Waxahachie ISD maintains the presence of at least one school marshal each day at each district campus where students are present. Additionally, through its school resource officer agreement with the Waxahachie Police Department, Waxahachie ISD maintains the presence of at least one certified peace officer each day at Waxahachie High School and all junior high schools. These certified peace officers regularly circulate throughout all of the district’s campuses, but no full-time peace officers are assigned to elementary campuses.

To comply with the requirements of House Bill 3, the Board of Trustees must adopt a resolution addressing the efforts of Waxahachie ISD to provide armed security officers at all campuses.

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

Administration recommends approval of the attached resolution addressing the requirement of House Bill 3 to provide armed security officers at all campuses. The resolution ratifies the combined school marshal program and school resource officer program as the district's plan to satisfy Section 37.0814 of the Texas Education Code

**RESOLUTION TO ADDRESS HOUSE BILL 3
ARMED SECURITY OFFICER REQUIREMENT**

WHEREAS, Section 37.0814 of the Texas Education Code requires the board of trustees of each school district shall determine the appropriate number of armed security officers for each district campus;

WHEREAS, Section 37.0814(a) of the Texas Education Code requires the board to ensure that at least one armed security officer is present during regular school hours at each district campus;

WHEREAS, Section 37.0814(b) of the Texas Education Code requires that at least one armed security officer at each campus be a commissioned peace officer, namely a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code;

WHEREAS, Section 37.0814(c) of the Texas Education Code provides that if the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception if the district's noncompliance is due to the availability of funding or qualified personnel;

WHEREAS, Section 37.0814(d) of the Texas Education Code provides that if the board of trustees may utilize an alternative standard to provide security at each campus, particularly in the form of a school marshal;

WHEREAS, Waxahachie ISD adopted the School Marshal Program under Section 37.0811 of the Texas Education Code in 2018, and under this program, consistently maintains the presence of at least one school marshal each day at each district campus where students are present; and

WHEREAS, Waxahachie ISD also entered into an agreement with the Waxahachie Police Department in 2016 to provide school resources officers, and under this program, consistently maintains the presence of at least one certified peace officer each day at Waxahachie High School and all junior high schools;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Waxahachie Independent School District hereby determines that the School District is unable to ensure that at least one armed security officer, as specifically defined by Section 37.0814(b) of the Texas Education Code, is present during regular school hours at each district campus.

BE IT FURTHER RESOLVED that the Board of Trustees determines the District's specific noncompliance with Section 37.0814(b) of the Texas Education Code is due both to lack of available funding and lack of available qualified personnel. Strict compliance with the definition of Section 37.0814(b) of the Texas Education Code would require the immediate hiring of more than ten additional certified peace officers, regarding which Waxahachie ISD does not have adequate funding and Waxahachie Police Department does not have the capacity to provide.

FINALLY, BE IT RESOLVED that the Board of Trustees, having claimed a good cause exception, has already developed and documented an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code. Specifically, Waxahachie ISD has adopted the School Marshal Program under Section 37.0811 of the Texas Education Code and maintains the presence of at least one school marshal each day at each district campus where students are present. Additionally, Waxahachie ISD has entered into a school resource officer agreement with the Waxahachie Police Department and maintains the presence of at least one certified peace officer each day at Waxahachie High School and all junior high schools. These certified peace officers regularly circulate throughout all of the district's campuses, but no full-time peace officers are assigned to elementary campuses.

Adopted this 18th day of September, 2023, by the Board of Trustees.

By:

Attest:

Dusty Autrey, Board President

John Rodgers, Board Secretary

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Ryan Kahlden

Subject: Purchase Orders **Related Page(s)** 1

**Action
Agenda Item**

EXECUTIVE SUMMARY:

Purchase Order requiring Board approval is presented.

ATTACHMENTS:

Purchase Order 8620023400 is presented for approval.

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

RECOMMENDATION:

Administration recommends that the Board approve the Next Step Community Solutions purchase order for behavioral mental health and/or substance abuse counseling in the amount of \$321,400.

COPIES
WHITE VENDOR
YELLOW RECEIVING

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

P.O. NUMBER: 8620023400
VENDOR KEY : NEXT STE000
PAGE NUMBER: 1
P.O. DATE : 08/25/2023
SHIP DATE : 08/25/2023
FISCAL YEAR: 2022-2023
ENTERED BY : ECHOLPAI000

PRINTED 08/29/2023

COMPANY:
NEXT STEP COMMUNITY SOLUTIONS
305 S BROADWAY AVE STE 603
TYLER, TX 75702

DELIVER TO:
WISD CENTRAL ADMINISTRATION
411 N GIBSON ST.
WAXAHACHIE, TX 75165

ATTN: GINGER ROBINSON - TLI

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
		EMOTIONAL - BEHAVIORAL MENTAL HEALTH AND/OR SUBSTANCE ABUSE COUNSELING FOR WISD		
20	EACH	PAYMENT AGREEMENT (SEPTEMBER 2023 - MAY 2024)	16070.00000	321400.00
		WISD CONTACT: GINGER ROBINSON 972-923-4727		
		VENDOR APPROVED - WISD # 903-939-9010		
		USE P.O. NUMBER ON ALL CORRESPONDENCE	TOTAL	321,400.00

T A X E X E M P T I O N S

TAX EXEMPT ENTITY
NO BACK ORDERS ACCEPTED

PURCHASE APPROVED BY:

CHIEF FINANCIAL OFFICER

P.O.: 8620023400 ACCOUNT SUMMARY (FOR INTERNAL USE)	VENDOR KEY : NEXT STE000
ACCOUNT	AMOUNT
282 E 11 6299 00 999 3 11 000	321,400.00



2023-2024 WAXAHACHIE ISD SERVICE OVERVIEW



NEXT STEP SERVICES

INDIVIDUAL & GROUP COUNSELING

- K-12
- Average wait time is 10 days from referral to first session
- Academic & mental health impact

SOURCES OF STRENGTH

- Upstream suicide prevention
- Peer led by students
- Staff supported
- Provides campus safety net

STUDENT & PARENT PRESENTATIONS

- Staff supported
- Various topics
- Virtual availability
- Resources

IN YOUR DISTRICT

In 2022-2023, from September through May:

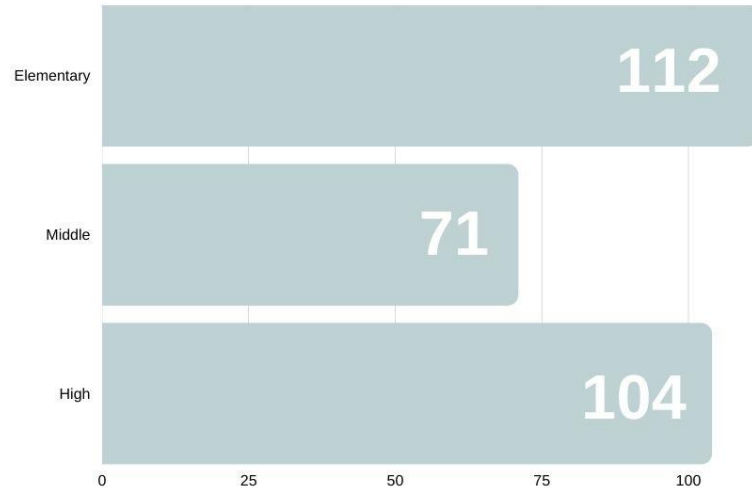
- 287 students received mental health counseling services
- 383 students received referrals
- 304 (79%) obtained signed consent
- 256 (89%) students attended 4+ sessions
- 3,073 total sessions were delivered
- An average session was 40 minutes



STUDENTS SERVED IN YOUR DISTRICT

GRADE BREAKDOWN

Elementary is pre-K through 5th grade; middle is 6th through 8th, and high school is 9th through 12th.



AT-RISK STUDENTS

42% of the students seen by a Next Step counselor were identified as 'at-risk'.

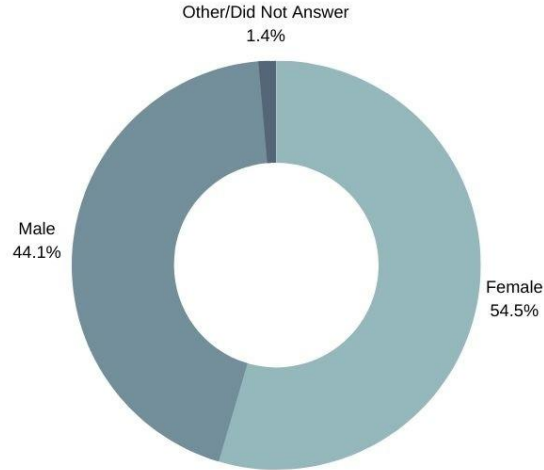
Texas students are reviewed each year using state-defined criteria to determine if the student is 'at-risk' of dropping out of school.



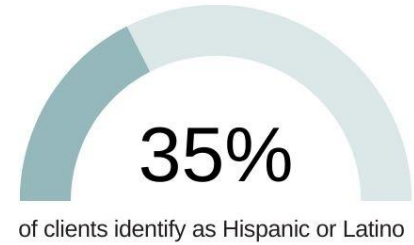
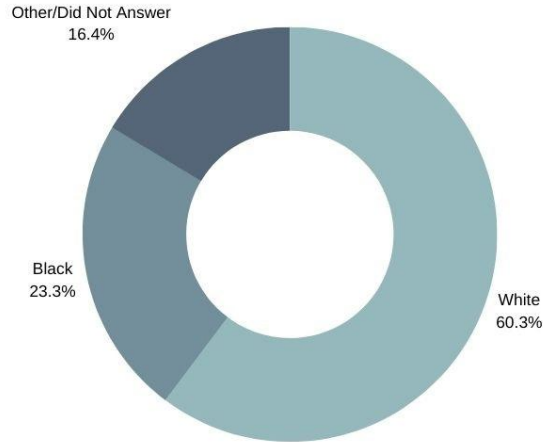
High School - 41%; Middle School - 52%; Elementary- 36%

STUDENTS SERVED IN YOUR DISTRICT

GENDER



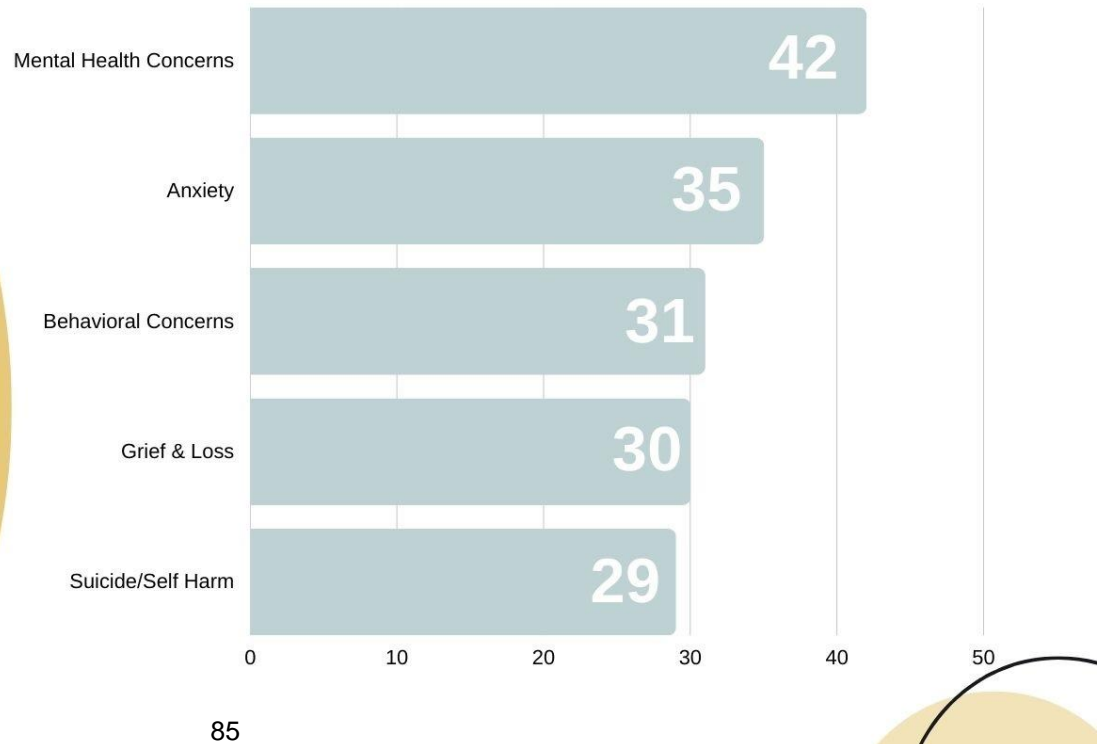
RACE/ETHNICITY



REASONS FOR REFERRALS

This graph represents the top reasons that a child could be referred to counseling services.

These are representatives of experiences a child could have had or are currently having that prevent them from feeling successful in a school setting or at home.



ADVERSE CHILDHOOD EXPERIENCE (ACE) EXPOSURE IN YOUR DISTRICT

Adverse childhood experiences, or ACEs, are potentially traumatic events that occur in childhood (0-17 years). For example: experiencing violence, abuse, neglect, or witnessing violence in the home.

91%

of Waxahachie ISD students seen reported experiencing at least one adverse childhood experiences (ACEs) *(compared to 61% in general population)*.

56%

of Waxahachie ISD students seen reported experiencing at least 4 or more adverse childhood experiences (ACEs) *(compared to 12.5% in general population)*.

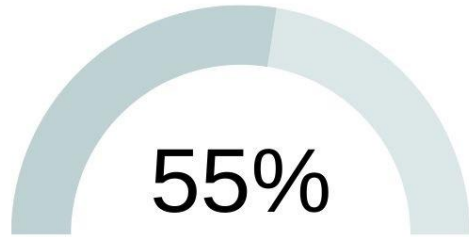
DID YOU KNOW?

A person with 4 or more ACEs is:

- 2.4 times more likely to have a stroke
- 1.9 times more likely to have cancer
- 12 times more likely to attempt suicide
- 7 times more likely to become alcoholic dependent

ACADEMIC OUTCOMES

Data is based on 2022-23 reports from Waxahachie ISD staff.



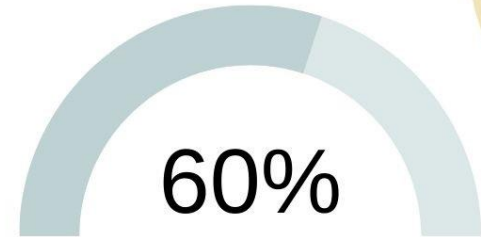
IMPROVED ATTENDANCE

High School	75%
Middle School	48%
Elementary	41%



IMPROVED BEHAVIOR

High School	78%
Middle School	79%
Elementary	78%



IMPROVED GRADES

High School	73%
Middle School	45%
Elementary	57%



MENTAL HEALTH OUTCOMES

Some students seen by Next Step Counselors have been screened for depression and anxiety using the PHQ-9 and GAD-7 assessments.

65%

IMPROVED ANXIETY SYMPTOMS

The GAD (Generalized Anxiety Disorder) assessment is one of the most frequently used diagnostic self-report scales for screening and severity assessment of anxiety disorder.

67%

IMPROVED DEPRESSION SYMPTOMS

The PHQ (Patient Health Questionnaire) is a multipurpose instrument for screening, monitoring, and measuring the severity of depression.

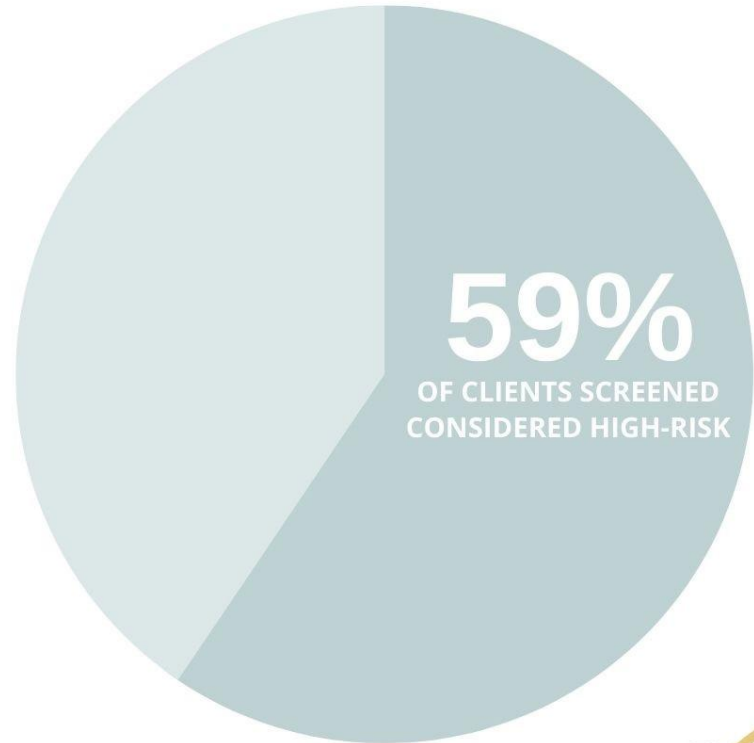


SUICIDE ASSESSMENT

37 out of the 287 students seen by Next Step Counselors have been assessed for suicide risk using the Columbia Protocol, also known as the Columbia-Suicide Severity Rating Scale (C-SSRS).

13% OF ALL CLIENTS ASSESSED FOR SUICIDE RISK

22 of the 37 students assessed using this protocol were considered high risk. These students have 19x times the risk of death by suicide.



SOURCES OF STRENGTH

SUICIDE PREVENTION

Next Step provides Sources of Strength, a peer-led, evidence-based suicide prevention program, on the Coleman Junior High campus.

This program:

- meets all requirements in section 38.351 (E) (1-4) of the Texas Education Code
- is the only program that is proven to reduce suicide risk at the campus level

8

ADULT
ADVISORS

30

PEER LEADERS

845

STUDENTS PARTICIPATED
IN FIRST CAMPAIGN



PARENT & STUDENT PRESENTATIONS

Next Step offers district-wide presentations for students and parents.

During the 2022 fall semester, Next Step provided the following to Waxahachie ISD:

2022-2023 MID-YEAR WAXAHACHIE ISD SUMMARY

PARENT MEETINGS

20

ATTENDED
SUICIDE PREVENTION

5

ATTENDED
RESILIENCY BUILDING

STUDENT MEETINGS

846

8TH GRADERS ATTENDED
SUICIDE PREVENTION AND
AWARENESS PRESENTATIONS

Attendance by Campus:

- Coleman - 304
- Howard - 260
- Finley - 282

LET'S HELP KIDS REACH THEIR POTENTIAL.

CONTACT US:

Jansen McDonald, LMSW
Mental Health Counselor
Regional Lead Counselor-Midlothian | Navasota | Waxahachie
Jansen.McDonald@nextstepcsi.com

Erica Guzman
Director of Mental Health Programs
erica.guzman@nextstepcsi.com
903-830-4026
nextstepcs.org



**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: September 18, 2023 **Presented By:** Dustin Binnicker

Subject: Amplify Reading Texas **Related Page(s)** _____

**Action
Agenda Item**

EXECUTIVE SUMMARY:

Purchase of High-Quality Instructional Materials (HQIM) Amplify Reading Texas. These full-subject materials are designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

ATTACHMENTS:

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

RECOMMENDATION:

Approve the purchase of Amplify Reading for grades Kindergarten through eighth grade in both print and digital versions in an amount not to exceed \$780,000.00



[Home \(/\)](#) / [Academics \(/academics\)](#) / [Instructional Materials \(/academics/instructional-materials\)](#)
/ [TEA Available Instructional Materials \(/academics/instructional-materials/tea-available-materials/tea-available-instructional-materials\)](#)

TEA Available Instructional Materials

TEA provides districts and educators with an optional set of high-quality instructional materials (HQIM) designed especially for Texas.

Two scopes of materials are available to school systems in Texas:

- **Full-subject materials:** full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.
- **Supplemental materials:** materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

For material of any scope, TEA may make it available in two different types of licenses:

- **Texas Open Education Resources (OER):** state-developed materials where the underlying intellectual property is either owned by the state of Texas or it can be freely used and modified by the state in perpetuity. These materials are made freely available forever in digital form to Texas school districts and educators to use or modify as they see fit. They can be printed to ensure students have access to paper instructional materials. In the future, TEA plans to ensure students have access to printed versions at cost. Finally, these materials are updated to improve their quality with new versions over time based on feedback from teachers and parents.
- **Temporary State-Licensed Resources:** state-acquired digital materials where TEA has procured a state-wide license so that the materials are freely available to Texas school districts and educators for a specified range of school years.

School districts and charter schools retain the responsibility under state law to ensure TEKS are covered in ways deemed most appropriate by the local school system. Prior to publication, materials go through a rigorous third-party review based on an approved rubric (<https://texasresourcereview.org/about-trr/rubric-development>). Review criteria include TEKS alignment, support for all learners (including students with disabilities) progress monitoring, implementation supports, age appropriateness, and more. Materials also are subject to a focus group of Texas educators. For most OER materials, TEA operates a continuous improvement process to update the content of the instructional materials to ensure is of the highest quality, based on feedback from districts, teachers, and parents.

When the COVID pandemic began to disrupt in-person learning, Texas public schools were not prepared to provide remote or hybrid instruction with appropriately designed instructional materials, and children fell behind because of lost instructional time. As a result, TEA undertook an accelerated process to acquire effective instructional material resources for schools that could support remote, in-person, and hybrid instruction, both to support schools during the pandemic and to speed up learning recovery efforts longer term. [Click here to learn more about this response and Texas OER content moving forward \(https://tea.texas.gov/sites/default/files/tea-instructional-materials.pdf\)](https://tea.texas.gov/sites/default/files/tea-instructional-materials.pdf) (PDF).

All content found in OER materials available from TEA is provided online in the links below to allow for maximum transparency so that parents can see lessons offered to their students in classrooms that may be using them; review and feedback (mailto:openeducationresources@tea.texas.gov?subject=OER%20review%20and%20feedback) are always appreciated.

Visit each material page below to learn more about each product, including online viewing for all materials available to students and teachers.

Full-Subject Materials: Texas OER

Full-subject materials are designed to cover 100% of the TEKS in the indicated grade level/band. These materials will be updated with new version releases as part of a continuous improvement process (except for K-5 Science).

Grade and Subject	Material Name	Additional Costs	Assessment Platforms	Available in Spanish
		94		

Grade and Subject	Material Name	Additional Costs	Assessment Platforms	Available in Spanish
K-5 RLA	K-5 RLA Literacy Program (/academics/instructional-materials/tea-available-materials/k-5-rla-literacy-program) (COVID Emergency Release V3, 2022-23)	Trade books* Print orders	Texas Test Delivery System (TDS) DMAC Eduphoria	Yes
9-12 RLA	9-12 RLA Literacy Program (/academics/instructional-materials/tea-available-materials/9-12-rla-literacy-program) (COVID Emergency Release)	Currently not available (https://tea.texas.gov/academics/instructional-materials/tea-available-materials/odell-texas-high-school-literacy-program) (learn more)	N/A	Coming soon
K-5 Math	K-5 Math (/academics/instructional-materials/tea-available-materials/k-5-math) (COVID Emergency Release V2, 2022-23)	Manipulative kits Print orders	TDS DMAC Eduphoria	Yes
6-12 Math	6-12 Math (/academics/instructional-materials/tea-available-materials/6-12-math) (COVID Emergency Release, Pilot Edition V3, 2023-24)	Print orders	DMAC Eduphoria Carnegie Learning site	Grade 6 content, family guides for all grades
K-5 Science	K-5 Science (/academics/instructional-materials/tea-available-materials/k-5-science) (COVID Emergency Release V2, 2022-23)	Science kits* Trade books* Print orders	PDFs available on a microsite	No

*Denotes a resource that educators may already have access to (e.g., trade books or materials in a science kit) which is required for a high-fidelity implementation of the material.

Full-Subject Materials: Temporary State-Licensed

These core materials are designed to cover 100% of the TEKS in the indicated grade level/band. They will be freely accessible for a limited time by school districts. If schools wish to continue using them locally after the access term, they will be available for purchase from the vendor.

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
6-8 RLA	Amplify ELAR Texas (https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-elar-texas)	Freely available through 9/23	Print orders	No
Pre-K	Teaching Strategies for Texas (https://tea.texas.gov/academics/instructional-materials/tea-available-materials/teaching-strategies-for-texas)	Freely available through 11/23	Trade books** Print orders	Teacher and parent content

**Denotes a resource that must be purchased from the vendor for high-fidelity use of the material.

Supplemental Materials: Texas OER

The following OER supplemental materials for secondary math and science remain available; however, since they were released before COVID, they have not yet been reviewed by a third party and are not currently updated by TEA.

Grade	Material Name	Developing Institution	Additional Costs	License
		95		

Grade	Material Name	Developing Institution	Additional Costs	License
9–12	TEA AP® Biology (https://www.texasgateway.org/book/tea-apr-biology)	Rice University's OpenStax (https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	TEA AP® Macroeconomics (https://www.texasgateway.org/book/tea-apr-macroeconomics)	Rice University's OpenStax (https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	TEA AP® Microeconomics (https://www.texasgateway.org/book/tea-apr-microeconomics)	Rice University's OpenStax (https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	TEA Physics (https://www.texasgateway.org/book/tea-physics)	Rice University's OpenStax (https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	TEA AP® Physics 1: Algebra-Based (https://www.texasgateway.org/book/tea-apr-physics-1-algebra-based)	Rice University's OpenStax (https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	TEA AP® Physics 2: Algebra-Based (https://www.texasgateway.org/book/tea-apr-physics-2-algebra-based)	Rice University's OpenStax (https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	TEA Statistics (https://www.texasgateway.org/book/tea-statistics)	Rice University's OpenStax (https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	Study Edge Chemistry (https://www.texasgateway.org/book/study-edge-chemistry)	Study Edge (https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	Study Edge Physics (https://www.texasgateway.org/book/study-edge-physics)	Study Edge (https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	Study Edge Precalculus (https://www.texasgateway.org/book/study-edge-prec calculus)	Study Edge (https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)
9–12	Study Edge Statistics (https://www.texasgateway.org/book/study-edge-statistics)	Study Edge (https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901)	None	Creative Commons (https://creativecommons.org/licenses/by/4.0/)

Supplemental Materials: Temporary State-Licensed

These materials are not designed to cover 100% of the TEKS, but they complement, enrich, or extend supports in a particular subject and grade band.

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
K–2 RLA	Amplify Reading Texas (https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-reading-texas-and-mclass-intervention)	Freely available statewide license expired 8/22	None	All content

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
6–8 RLA	Amplify Reading Texas (https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-reading-texas-and-mclass-intervention)	Freely available statewide license through 8/23	None	All content
K–5 Math	ST Math (https://tea.texas.gov/academics/instructional-materials/tea-available-materials/st-math)	Freely available statewide license through 12/23	None	Language-neutral platform
6–12 Math	MATHia (https://discover.carnegielearning.com/texas-mathia)	Freely available statewide license through 8/23	None	N/A

Supplemental Tutoring: Temporary State-Licensed

As part of student support in response to COVID learning loss, the following tools have been made temporarily available.

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
K–5 RLA Tutoring	Amplify mCLASS Intervention (https://amplify.com/txtutoring) + Tutoring (https://amplify.com/txtutoring)	Available via Vetted Texas Tutor Corps (https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps) through 8/24	None	Pre-lesson English learner supports
K–8 RLA Tutoring	BookNook (http://www.booknooklearning.com/Texas/)	Available via Vetted Texas Tutor Corps (https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps) through 8/23	None	Includes support for Spanish speakers
K–5 Math Tutoring	Zearn Math (https://about.zearn.org/partners/texas-tutoring)	Available via Vetted Texas Tutor Corps (https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps) through 8/24	None	Tutor materials available in English and Spanish

Digital and Print Access

In addition to digital access, all products allow educators, campuses, or individuals to self-print the materials. For more information on printing instructions or options for purchase, please email us: printoperations@tea.texas.gov (<mailto:printoperations@tea.texas.gov?subject=Print%20material%20question>)

Supporting Students with Disabilities

Specially Designed Instruction (SDI) is changes to the content, methodology, or delivery on instruction students receive when they are eligible for special education support services. SDI Field User Guides are intended to be a bridge between existing student support plans and the instructional content available within the HQIM suite of resources from TEA. For more information, please visit www.inclusionintexas.org (<http://www.inclusionintexas.org/>).

Table Definitions

- **Trade book:** an authentic text written and published for the public that is used within the curriculum; many are commonly found in school libraries
- **Unit reader:** a text developed and compiled by a publisher that is under a license that prevents free use
- **Science kit:** a set of materials for use in hands-on science exploration

Data Collection and Privacy Practices

TEA takes data security seriously and has robust protections in place to guard confidential student data. Currently, Open Education Resource products have a digital component that is only accessed by teachers so that they can see lesson plans and related content, no student-level data is captured. Digital versions of OER content for students is limited to PDFs that can be shown on student laptops, although printed versions of the material are preferable for learning. Importantly, no student surveys are ever administered as part of any OER product.

Beyond OER, all digital learning products used in schools must comply with federal & state student privacy laws. Any student data collected, in assessments or otherwise, are fully protected by federal law in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and Texas law including Texas Education Code §32 Subchapter D and Texas Government Code §552.114 and §2054. Any digital learning materials made available to school systems by TEA must meet high standards of data privacy and cybersecurity enforced by contract terms and conditions by TEA and for cloud services must also comply with the Department of Information Resources TX-Ramp program.

Related Content

COVID-19 Notice

In the early stages of the COVID-19 impact on schools, TEA went through a rapid review process to support schools with instructional material resources that could be used both in person and remotely as a contingency option. As a result, certain instructional materials were made available on a rapid timeline in 2020 and have been subject to multiple rounds of revisions. Given the timeline for development, errors are to be expected, but the agency remains committed to fixing issues as they are identified. To ensure robust review, feedback is being gathered from parents, caregivers, educators, and organizations across the state. This feedback will inform the continuous improvement of subsequent units and editions.

Help guide continuous improvement by taking our online survey (https://tea.co1.qualtrics.com/jfe/form/SV_42uiRSsRYVZIVqB). If you have questions or concerns about the instructional materials, please email us (<mailto:openeducationresources@tea.texas.gov?subject=Open%20Education%20Resources%20revision%20or%20question>).



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-291256-2
 Date: 9/15/2023
 Expires On: 10/15/2023

Customer Contact Information

Christie Wittenburg
 Waxahachie Ind School District
 972-923-4631
 cwittenburg@wisd.org

Amplify Contact Information

Julie Godfrey
 Account Executive
 (817) 360-0527
 jgodfrey@amplify.com

K-2, Knowledge only; 6-8 Teacher bundles + Student Digital only

GRADE K: ELAR + SLAR Knowledge only

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX GK Knowledge Teacher Kit - 1yr (2023-2024)	\$850.00	3	1	\$2,550.00	\$850.00
Amplify SLAR Texas GK Knowledge Student Kit - 1yr (2023-2024)	\$83.00	0	76	\$0.00	\$6,308.00
Amplify TX SLAR GK Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	76	0	\$0.00	\$0.00
Amplify ELAR Texas GK Knowledge Teacher Kit - 1yr (2023-2024)	\$630.00	24	11	\$15,120.00	\$6,930.00
Amplify ELAR Texas GK Knowledge Student Kit - 1yr (2023-2024)	\$83.00	0	604	\$0.00	\$50,132.00
Amplify TX ELAR GK Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	604	0	\$0.00	\$0.00
TOTAL				\$17,670.00	\$64,220.00

GRADE 1: ELAR + SLAR Knowledge only

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G1 Knowledge Teacher Kit - 1yr (2023-2024)	\$950.00	2	2	\$1,900.00	\$1,900.00
Amplify SLAR Texas G1 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	65	\$0.00	\$5,200.00
Amplify TX SLAR G1 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	65	0	\$0.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G1 Knowledge Teacher Kit - 1yr (2023-2024)	\$608.00	28	9	\$17,024.00	\$5,472.00
Amplify ELAR Texas G1 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	719	\$0.00	\$57,520.00
Amplify TX ELAR G1 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	719	0	\$0.00	\$0.00
TOTAL				\$18,924.00	\$70,092.00

GRADE 2: ELAR + SLAR

Knowledge only

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G2 Knowledge Teacher Kit - 1yr (2023-2024)	\$950.00	2	0	\$1,900.00	\$0.00
Amplify SLAR Texas G2 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	73	\$0.00	\$5,840.00
Amplify TX SLAR G2 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	2	0	\$0.00	\$0.00
Amplify ELAR Texas G2 Knowledge Teacher Kit - 1yr (2023-2024)	\$608.00	31	10	\$18,848.00	\$6,080.00
Amplify ELAR Texas G2 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	799	\$0.00	\$63,920.00
Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	799	0	\$0.00	\$0.00
TOTAL				\$20,748.00	\$75,840.00

GRADE 3: ELAR + SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G3 Complete Teacher Kit - 1yr (2023-2024)	\$1,408.00	2	0	\$2,816.00	\$0.00
Amplify SLAR TX G3 Complete Student Kit - 1yr (2023-2024)	\$104.00	0	64	\$0.00	\$6,656.00
Amplify TX SLAR G3 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	64	0	\$0.00	\$0.00
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2023-2024)	\$1,280.00	23	0	\$29,440.00	\$0.00
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2023-2024)	\$173.00	0	723	\$0.00	\$125,079.00
Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	723	0	\$0.00	\$0.00
TOTAL				\$32,256.00	\$131,735.00

GRADE 4: ELAR + SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G4 Complete Teacher Kit - 1yr (2023-2024)	\$1,408.00	2	0	\$2,816.00	\$0.00
Amplify SLAR TX G4 Complete Student Kit - 1yr (2023-2024)	\$104.00	0	55	\$0.00	\$5,720.00
Amplify TX SLAR G4 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	55	0	\$0.00	\$0.00
Amplify ELAR Texas G4 Complete Teacher Kit - 1yr (2023-2024)	\$1,280.00	24	0	\$30,720.00	\$0.00
Amplify ELAR Texas G4 Complete Student Kit - 1yr (2023-2024)	\$173.00	0	906	\$0.00	\$156,738.00
Amplify TX ELAR G4 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	906	0	\$0.00	\$0.00
TOTAL				\$33,536.00	\$162,458.00

GRADE 5: ELAR + SLAR

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G5 Complete Teacher Kit - 1yr (2023-2024)	\$1,408.00	2	0	\$2,816.00	\$0.00
Amplify SLAR TX G5 Complete Student Kit - 1yr (2023-2024)	\$104.00	0	74	\$0.00	\$7,696.00
Amplify TX SLAR G5 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	74	0	\$0.00	\$0.00
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2023-2024)	\$1,280.00	19	0	\$24,320.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2023-2024)	\$173.00	0	814	\$0.00	\$140,822.00
Amplify TX ELAR G5 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	814	0	\$0.00	\$0.00
TOTAL				\$27,136.00	\$148,518.00

GRADES 6,7,8

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G6 Teacher Blended Package (1yr license 2023-2024)	\$180.00	0	7	\$0.00	\$1,260.00
Amplify TX ELAR G6 Student License - 1yr (2023-2024)	\$29.25	0	831	\$0.00	\$24,306.75
Amplify TX ELAR G7 Teacher Blended Package (1yr license 2023-2024)	\$180.00	0	8	\$0.00	\$1,440.00
Amplify TX ELAR G7 Student License - 1yr (2023-2024)	\$29.25	0	788	\$0.00	\$23,049.00
Amplify TX ELAR G8 Teacher Blended Package (1yr license 2023-2024)	\$180.00	0	7	\$0.00	\$1,260.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G8 Student License - 1yr (2023-2024)	\$29.25	0	813	\$0.00	\$23,780.25
TOTAL				\$0.00	\$75,096.00

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$64,607.04	\$64,607.04	\$0.00

TOTAL DISCOUNT \$389,652.04
 GRAND TOTAL \$727,959.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

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 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
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6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

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9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under

applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand

and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

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