

# Agenda of Board Workshop/Regular Meeting

## The Board of Trustees Mineral Wells ISD

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A Board Workshop/Regular Meeting of the Board of Trustees of Mineral Wells ISD will be held Monday, August 8, 2022, beginning at 5:30 PM in the District Services Complex.

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

1. **Call to Order/Establish Quorum**
2. **Board Workshop/Dinner - No Action Will Be Taken**
3. **Closed Session - Texas Government Code 551.074**
  - A. Employment/Appointment/Reassignment/Evaluation/Compensation/Duties of Personnel
  - B. Renewal/Nonrenewal/Assignment/Reassignment/Probationary Status/Return to Probationary Status/Continuing Status of District Personnel
4. **Open Session - 7:00 p.m.**
5. **Prayer**
6. **Pledges - U.S./Texas Flags**
7. **Mission and Vision Statements**
8. **Public Comment**
9. **President's Report**
10. **Superintendent's Report**
  - A. Food Service Update  
**Presenter:** David Wells, Food Service Director
  - B. Maintenance/Construction Update  
**Presenter:** Bobby Mori/Trey Evans
  - C. Technology Update  
**Presenter:** Justin Lascsak, Technology Director

D. Transportation Update	
<b>Presenter:</b> Bret Barrick, Transportation Director	
E. Curriculum and Instruction Update	
<b>Presenter:</b> Angie Myrick, Executive Director of Curriculum	
1) STAAR Data Report	
<b>Presenter:</b> Angie Myrick, Executive Director of Curriculum, Instruction, and Assessment	
F. Special Programs Update	
<b>Presenter:</b> Natalie Griffin, Executive Director of Special Programs	
1) ESSA Consolidated Federal Grant Update	
<b>Presenter:</b> Natalie Griffin, Executive Director of Special Programs	
G. HR/Student Services Update	
<b>Presenter:</b> David Tarver, Assistant Superintendent	
H. Athletics Update	
<b>Presenter:</b> Coach Seth Hobbs, Boys' Athletic Director and Coach Tony Raffaele, Girls' Athletic Director	
1) Overview of new athletic and extracurricular activities handbook (code of conduct)	4
<b>Presenter:</b> Seth Hobbs, Boys Athletic Director	
I. Safety Update	
<b>Presenter:</b> Dr. John Kuhn, Superintendent	
<b>11. Consent Agenda Items</b>	
A. Monthly Financial Reports and Accounts Payable Listing	10
B. Water/Electricity/Gas Reports	27
C. Board Meetings Minutes for July 11, 2022, and July 18, 2022 Meetings of the Board	31
D. Leasor Crass, P.C. Proactive Legal Services & Retainer Program	36
E. Eichelbaum Wardell Hansen Powell & Munoz, P.C. Telephone Consultation Agreement	42
F. 2022-2023 sports broadcast agreement between Mineral Wells ISD and For the Love of the Game Broadcasting, LLC	45
G. Resolutions of Palo Pinto County Extracurricular Status of 4-H Organization/Adjunct Faculty Appointment	47
H. School Resource Officer Program Agreement and First and Second Amendments to the Agreement between the City of Mineral Wells and MWISD for the 2022-2023 School Year	53
I. Memorandum of Understanding for Facility Use Program between the City of Mineral Wells & MWISD	59
J. Interlocal Agreement for Emergency Medical Services	63
<b>12. Discuss, Consider, and Take Any Necessary Action Regarding the 2022-2023 Professional Development Plan</b>	<b>73</b>

<b>Presenter:</b> Angie Myrick, Executive Director of Curriculum, Instruction, and Assessment	
<b>13. Discuss, Consider, and Take Any Necessary Action Regarding Local Board Policy Update 119</b>	<b>78</b>
<b>Presenter:</b> Dr. John Kuhn, Superintendent	
<b>14. Discuss, Consider, and Take Any Necessary Action Regarding SHARS Contract with MCST</b>	<b>81</b>
<b>Presenter:</b> Kendra Fowler, Special Education Director	
<b>15. Discuss, Consider, and Take Any Necessary Action Regarding Memorandum of Agreement for Cornerstone Community Action Agency</b>	<b>92</b>
<b>Presenter:</b> Kendra Fowler, Special Education Director	
<b>16. Discuss, Consider, and Take Any Necessary Action Regarding Memorandum of Agreement with ECI</b>	<b>99</b>
<b>Presenter:</b> Kendra Fowler, Special Education Director	
<b>17. Discuss, Consider, and Take Any Necessary Action Regarding Contract with Public Transit Services</b>	<b>114</b>
<b>Presenter:</b> Kendra Fowler, Special Education Director	
<b>18. Discuss, Consider, and Take Any Necessary Action Regarding Server Infrastructure Upgrade</b>	<b>118</b>
<b>Presenter:</b> Justin Lascsak, Technology Director	
<b>19. Discuss, Consider, and Take Any Necessary Action Regarding Approval of the 2022-2023 Innovative Courses List</b>	<b>130</b>
<b>Presenter:</b> David Tarver, Assistant Superintendent	
<b>20. Announce Tentative Tax Rate: Set Board Meeting for August 29, 2022 for Adoption of Final Budget, New Budget, and Tax Rate</b>	<b>131</b>
<b>Presenter:</b> Paul Hearn, Chief Financial Officer	
<b>21. Information</b>	
A. Calendars for August and September	132
<b>22. Vote on Closed Session Items</b>	
<b>Description:</b> Calendars for August and September	
<b>23. Adjournment</b>	



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/2022

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Information only: Overview of new athletic and extracurricular activities handbook (code of conduct).

**RECOMMENDED ACTION:** N/A

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** FO Local

**OVERVIEW:**

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for

**FISCAL IMPACT:** None

**ATTACHMENTS:** MWHS Extracurricular Activities Handbook

**DEPARTMENT(S) SUBMITTING FORM:** MWISD Athletics & MWHS

**DEPARTMENT SIGNATURE/APPROVAL:** Seth Hobbs Digitally signed by Seth Hobbs  
Date: 2022.08.03 17:16:45 -05'00'



**MINERAL WELLS INDEPENDENT SCHOOL DISTRICT**  
EVERY STUDENT. EVERYDAY. WHATEVER IT TAKES.



**Mineral Wells ISD Extracurricular Code of Conduct 2021-2022**

**Statement of Expectations:**

The Mineral Wells Independent School District believes that being involved in extracurricular activities is an honor. Participation in one or more of these activities should be considered a privilege, not a right.

The following are expectations of our students:

- Obtain a quality education as the primary reason for attending school
- Compete at the highest level while promoting good sportsmanship and courteous behavior
- Exhibit positive leadership
- Develop and maintain high morals and ethics values
- Exhibit conduct becoming of a young lady or gentleman
- Exhibit respect to coaches, faculty, officials, opponents and fellow students
- Develop and show school pride

**Standards for District Extracurricular Activities**

Mineral Wells ISD students are expected to adhere to the *District Student Code of Conduct* as it applies to school-related and/or school sponsored activities. Prior to participation in a Mineral Wells ISD Extracurricular activity, students and parents must also agree to abide by all guidelines outlined in the *Extracurricular Code of Conduct*. Students involved in extracurricular activities are expected to maintain high standards of ethical conduct. Extracurricular participation is a privilege and not a right. Any misconduct that reflects negatively on the Mineral Wells Independent School District will fall under these Codes of Conduct. These guidelines are developed to deal with misconduct that occurs within the school's jurisdiction as well as outside of the school's jurisdiction, regardless of time or location. Disciplinary action or suspension will be mandated to students who are involved in any disciplinary infraction on or off campus, including, but not limited to possession or use of drugs, improper use of prescription medications, alcohol or tobacco, violent behavior, any inappropriate behavior including presence at functions where illegal substances are being consumed and other offenses that results in the violation of the district Code of Conduct, which in turn results in a ISS (other than tardies or dress code), DAEP, Off Campus Suspension or expulsion. In the event that a student is responsible for multiple violations prior to the initial investigation it may be determined that a higher-level consequence be deemed appropriate.



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The Mineral Wells Independent School District encourages student participation in extracurricular activities. MWISD makes extracurricular activities available as an extension of the regular school program with this important difference: while participation in the regular curriculum is a right afforded to each student, participation in the extracurricular program is a privilege that carries additional expectations for acceptable conduct. Students engaging in extracurricular activities represent not only themselves, but also other students and the District whether or not they are actively performing, competing, or participating in extracurricular activities and whether or not they are wearing uniforms or other clothes that identifies the student to the community or public in any setting as MWISD students. For this reason, their behavior must be exemplary and reflect the finest attributes of the total MWISD student body at all times and places. Important goals of the extracurricular program are to give students direction in developing self-discipline, responsibility, pride, loyalty, leadership, teamwork, respect for authority, and healthy living habits.

**Committee Members:** MWISD Superintendent, Assistant Superintendent, MWHS Principal, MWJH Principal, MWHS CTE Director and MWHS Athletic Director(s).

### **I. Extracurricular Activities / School Sponsored Activities**

The term “extracurricular activities” as used in this Code means all activities sanctioned by the Texas University Interscholastic League (“UIL”) and for which the UIL conducts interscholastic competitions including sports, music, and academic teams.

### **II. Jurisdiction**

Because participation in extracurricular activities is a privilege and not a right, MWISD is authorized to set higher standards for participants of extracurricular activities than for those students who choose not to participate in these activities. Therefore, this *Extracurricular Code of Conduct* extends beyond the *MWISD Student Code of Conduct* not only in types of behavior prohibited but also in corresponding consequences and jurisdiction for imposing discipline.

**\* This code applies at all times and applies to conduct on or off campus, while participating in an activity or not, during the school calendar year, and during holidays, summer and weekends.**

**\* Each organization may enforce additional consequences if addressed in the individual constitutions/handbooks.**



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### **III. Prohibited Conduct**

MWISD students who participate in extracurricular activities are prohibited at all times from:

- Possessing, using, or issued a citation for tobacco products;
- Possessing, consumption, or issued a citation for alcoholic beverages;
- Possessing, consumption, or issued a citation for illegal drugs or any drug paraphernalia;
- Misusing prescriptions drugs or non-prescription drugs or other mood-altering substances;
- Commision of an unlawful act

NOTE: Attendance at social events (i.e. wedding reception, a professional sporting event) where alcohol is served to adults is not a violation of this Code because alcohol is not being served illegally.

### **IV. Alcohol, Tobacco Products, Drugs and Paraphernalia**

#### TOBACCO, VAPING, CIGARETTE, E-CIGARETTE, AND SMOKELESS TOBACCO

The first violation (in addition to any disciplinary consequences from the Code of Conduct) will result in:

1. Placed on a minimum of one week (calendar) suspension from all activities and clubs, but must be present during regular practice time.
2. Parent conference scheduled as soon as possible to review action taken and discuss referral for counseling.
3. School provided or documented counseling.

A second violation (in addition to any disciplinary consequences from the Code of Conduct) involving tobacco occurring at any time during a student's high school career will result in a minimum of three week (calendar) suspension from all activities and clubs, but must be present during regular practice time.

Each subsequent violation (in addition to any disciplinary consequences from the Code of Conduct) involving tobacco occurring any time during a student's high school career will result in a minimum of six week (calendar) suspension from all activities and clubs, but must be present during regular practice time.

#### ALCOHOL, DRUGS, LOOK-ALIKE DRUGS, AND PARAPHERNALIA

The first violation (in addition to any disciplinary consequences from the Code of Conduct) will result in:

1. Placed on a minimum of one week (calendar) suspension from all activities and clubs, but must be present during regular practice time.
2. Parent conference scheduled as soon as possible to review action taken and discuss referral for counseling.
3. School provided or documented counseling before returning.



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A second violation (in addition to any disciplinary consequences from the Code of Conduct) involving alcohol, drugs, look-alike drugs, or paraphernalia occurring at any time during a student's high school career will result in a minimum of six week (calendar) suspension from all activities and clubs, but must be present during regular practice time.

Each subsequent violation (in addition to any disciplinary consequences from the Code of Conduct) involving alcohol, drugs, look-alike drugs, or paraphernalia occurring any time during a student's high school career will result in dismissal from all extracurricular activities for a minimum of one calendar year.

Suspension from organization/activity will begin from the date of the administrative conference.

#### **V. Commissions of an Unlawful Act**

##### COMMISSION OF AN UNLAWFUL ACT

A serious, unlawful act (i.e. theft, destruction of property, etc.) could result in suspension from all extracurricular activities.

#### **VI. Establishing Violation**

Violations of this policy may be established by:

1. Student admission
2. Admission by the parent/guardian of the student
3. Violation witnessed by MWISD staff member
4. Issuance of a local agency report or citation



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**Mineral Wells ISD Extracurricular Code of Conduct Signature Page**

This page must be signed by both the student and parent/legal guardian of the student and returned to the coach or activity sponsor before the student can participate in the activity.

**Signing this sheet signifies that the student and parent/legal guardian of the student has read and understands the procedures and punishments set aside for a violation of the Mineral Wells ISD Extracurricular Code of Conduct.**

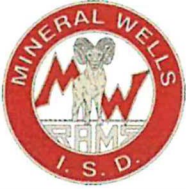
Student's Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Student's Signature: \_\_\_\_\_

Parent/Legal Guardian's name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

This signature page must be signed and turned into the offices of the Coaches, Sponsor, or Director prior to any practice or competition.



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**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take Any Necessary Action Regarding the Monthly Financial Reports and Accounts Payable Listing

**RECOMMENDED ACTION:** It is recommended that the monthly Financial Reports and Accounts Payable Listing be approved as presented

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):**

**OVERVIEW:**

See attached information

**FISCAL IMPACT:** Variable revenue and expenditures to District

**ATTACHMENTS:** Financial Statement, AP Listing, Tax Statement

**DEPARTMENT(S) SUBMITTING FORM:** Business and Finance

**DEPARTMENT SIGNATURE/APPROVAL:**  

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
Adams, Maygan	0629	Meal Money for Maygan Adams CAMT Math Conference in San Antonio	07/25/2022	96290	V	-115.00
ACE HARDWARE OF MINE	Multiple	Multiple Invoices	07/07/2022	96332	R	7,316.70
AIRGAS USA, LLC	9988946538	MAINTENANCE-June 2022	07/07/2022	96333	R	215.96
AT&T	2775350702	SERVICE	07/07/2022	96334	R	775.60
AT&T MOBILITY	825071876X	SERVICE	07/07/2022	96335	R	796.42
Baker, Jeanne	0706	MEALS	07/07/2022	96336	R	90.00
BANC OF AMERICA LEAS	R30290	LEASE PAYMENT - NORESKO	07/07/2022	96337	R	53,940.00
BENNETT'S OFFICE SUP	Multiple	Multiple Invoices	07/07/2022	96339	R	5,727.75
BILL'S DIESEL & WREC	4338	TRANSPORTATION - INSPECTION FEE FOR VEHICLES	07/07/2022	96340	R	14.00
CARDMEMBER SERVICE	Multiple	Multiple Invoices	07/07/2022	96341	R	632.70
CDW-G	Multiple	Multiple Invoices	07/07/2022	96342	R	6,237.02
Cermak, Rachel	0706	Family Consumer Science July 19-22, 2022 Meals	07/07/2022	96343	R	90.00
CROSS TIRE AND AUTOM	98247	MAINTENANCE-June 2022	07/07/2022	96344	R	70.00
DECKER EQUIPMENT	426553A	Rugs for MWJH Quote#426553	07/07/2022	96345	R	3,267.78
DOUBLE H TIRE	Multiple	Multiple Invoices	07/07/2022	96346	R	110.00
DRURY PLAZA RIVERWAL	0706	TRAVEL	07/07/2022	96347	S	863.50
EDUCATION SERVICE CT	1002201052	TRANSPORTATION - BUS DRIVER TRAINING FEE 20 HOUR BUS DRIVER CERTIFICATION CLASS, WALKIN FEES TO CLASS, AND TEMPORARY CARD FEES ****OPEN PURCHASE ORDER FOR THE SCHOOL YEAR 2021-2022**** PURCHASE ORDER WILL CLOSE 8/31/2022	07/07/2022	96348	R	165.00
ELLIOTT ELECTRIC SUP	Multiple	Multiple Invoices	07/07/2022	96351	R	737.41
FOLLETT CONTENT SOLU	Multiple	Multiple Invoices	07/07/2022	96352	R	3,152.97
Fowler, Kendra	0707	Meals and Mileage-Directors Meeting 6-28-22	07/07/2022	96353	R	61.71
GANDY INK SCREEN PRI	754313	SHIRTS FOR STAFF	07/07/2022	96354	R	708.89
Geer, Rebeka	0707	Family Consumer Science Conference July 18-22, 2022 Meals and Mileage	07/07/2022	96355	R	420.48
GILBERT SAW SHOP	Multiple	Multiple Invoices	07/07/2022	96356	R	189.00
GRAINGER	9344461133	MAINTENANCE-June 2022	07/07/2022	96357	R	440.02
Hamner, Valerie	0707	TRAVEL REIMBURSEMENT 6/27/22	07/07/2022	96358	R	10.00
HARVEY, JACKIE	0707	TRAVEL	07/07/2022	96359	R	70.00
HILTON PALACIO	0707	TRAVEL	07/07/2022	96360	S	362.88
INTERSTATE BILLING S	3028303164	TRANSPORTATION - PARTS	07/07/2022	96361	R	375.00
JODIE'S ALTERNATOR	549	TRANSPORTATION - PARTS	07/07/2022	96362	R	610.00
KENT DISTRIBUTORS, I	Multiple	Multiple Invoices	07/07/2022	96363	R	94.69
KYOCERA DOCUMENT SOL	Multiple	Multiple Invoices	07/07/2022	96364	R	2,988.91
MAXX OUTDOOR & EQUIP	Multiple	Multiple Invoices	07/07/2022	96365	R	91.91
MIKE'S WESTSIDE RENT	Multiple	Multiple Invoices	07/07/2022	96366	R	140.38
MITEC	Multiple	Multiple Invoices	07/07/2022	96367	R	3,685.50
NAPA AUTOMOTIVE PART	Multiple	Multiple Invoices	07/07/2022	96368	R	2,015.26
O'REILLY AUTOMOTIVE,	Multiple	Multiple Invoices	07/07/2022	96369	R	228.74
OGBURN'S TRUCK PARTS	Multiple	Multiple Invoices	07/07/2022	96370	R	3,101.48
OMNI CORPUS CHRISTI	0707	Summer Ag Conference Hotel	07/07/2022	96371	S	1,323.12
OMNI HOUSTON HOTEL	0707	TIVA Summer Conference Hotel 7/24-7/29	07/07/2022	96372	S	953.10
PETE DURANT & ASSOCI	DRAW 14	CONTRACTED SERVICES - AG BARN	07/07/2022	96373	R	78,480.88
RANDY'S SERVICE CENT	0102582	MAINTENANCE-June 2022	07/07/2022	96374	R	686.53

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
RESCUE FIRE AND SAFE	Multiple	Multiple Invoices	07/07/2022	96375	R	429.00
RICHARDS SIGNS	Multiple	Multiple Invoices	07/07/2022	96376	R	358.00
RMA TOLL PROCESSING	1000418184	TOLL FEES	07/07/2022	96377	R	6.24
ROCKET MATH LLC	48682W	Rocket Math worksheet subscription	07/07/2022	96378	R	400.00
SHERWIN-WILLIAMS	Multiple	Multiple Invoices	07/07/2022	96379	R	268.65
SITEONE LANDSCAPE SU	Multiple	Multiple Invoices	07/07/2022	96380	R	1,032.35
SKYWARD, INC	0000219651	eSIGN ELECTRONIC SIGNATURES	07/07/2022	96381	R	200.00
SUTHERLANDS BLDG. MA	Multiple	Multiple Invoices	07/07/2022	96383	R	1,703.02
TEX-OMA BUILDERS SUP	Multiple	Multiple Invoices	07/07/2022	96384	R	7,859.62
TEXAS COUNCIL OF ADM	300012235	Renewal dues for Texas Council of Administrators of Special Education	07/07/2022	96385	R	165.00
TEXAS DEPT OF PUBLIC	CRS-202205	Invoice # CRS-202205-239543 Dated 5/31/2022	07/07/2022	96386	R	4.00
THE HOME DEPOT PRO	691120299	MAINTENANCE-June 2022	07/07/2022	96387	R	101.76
Therapy Notes, LLC	0624	Therapy Notes Membership Monthly Renewal for counselors	07/07/2022	96388	R	40.00
TRACTOR SUPPLY PLAN	Multiple	Multiple Invoices	07/07/2022	96389	R	87.96
UNIFIRST CORPORATION	Multiple	Multiple Invoices	07/07/2022	96391	R	1,647.16
Wells, Lindsey	0707	AEL TRAINING 7/13/22 THROUGH 7/15/22	07/07/2022	96392	R	206.25
WEX BANK	81775862	FUEL	07/07/2022	96393	R	728.44
WHITTENBURG, D JR	0707	TIVA Summer Conference Meals & Travel July 24-29, 2022	07/07/2022	96394	R	545.04
WOODARD BUILDERS SUP	136667	MAINTENANCE-June 2022	07/07/2022	96395	R	169.07
WORLEY'S LUBE CENTER	Multiple	Multiple Invoices	07/07/2022	96396	R	90.00
Wraight, Hugh	0707	TIVA Summer Conference Meal Money July 24-29, 2022	07/07/2022	96397	R	180.00
ACE HARDWARE OF MINE	Multiple	Multiple Invoices	07/12/2022	96398	R	2,229.79
BENNETT'S OFFICE SUP	Multiple	Multiple Invoices	07/12/2022	96400	R	4,783.00
Bricker, Niki	0630	Mileage May-June 2022: Bricker	07/12/2022	96401	R	60.61
CDW-G	Multiple	Multiple Invoices	07/12/2022	96402	R	1,059.75
CITY WATER WORKS	06302022	SERVICE	07/12/2022	96403	R	11,621.23
Cotton, Mark II	0630	Mileage May-June 2022: Cotton	07/12/2022	96404	R	180.18
DOMINO'S PIZZA	32572	PIZZA	07/12/2022	96405	R	53.98
THE FAULK COMPANY	6219	CONTRACTED SERVICES	07/12/2022	96406	R	73,458.00
FRONTIER WASTE-CRESS	79128	SERVICE	07/12/2022	96407	R	65.00
GIFFORD TV & ELECTRO	Multiple	Multiple Invoices	07/12/2022	96408	R	4,156.00
GOTO COMMUNICATIONS,	Multiple	Multiple Invoices	07/12/2022	96409	R	8,247.24
GRADUATE SALES, INC	4314	SUPPLIES	07/12/2022	96410	R	565.12
Hamner, Valerie	0630	TRAVEL REIMBURSEMENT 6/19,25	07/12/2022	96411	R	30.00
KYOCERA DOCUMENT SOL	Multiple	Multiple Invoices	07/12/2022	96412	R	3,544.67
LEASOR CRASS, P.C.	18605	LEGAL FEES	07/12/2022	96413	R	162.50
MP2 ENERGY TEXAS LLC	1804257	SERVICE	07/12/2022	96414	R	52,250.20
PERSONALIZED COMMUNI	54683-0701	ELEVATOR	07/12/2022	96415	R	143.00
PITNEY BOWES GLOBAL	3315928536	POSTAGE MACHINE	07/12/2022	96416	R	161.34
Rasberry, Jackie	0630	Mileage May-June 2022: Rasberry	07/12/2022	96417	R	72.83
Ray, Saugato	0630	Mileage May-June 2022: Ray	07/12/2022	96418	R	195.62
S'VILLE SERVICES, LL	2072	FIBER TO AG BARN - PROPOSAL #544N-1	07/12/2022	96419	R	9,772.00
THE LONE STAR NEWS G	Multiple	Multiple Invoices	07/12/2022	96420	R	294.25
UNITED REFRIGERATION	Multiple	Multiple Invoices	07/12/2022	96421	R	394.09

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK CHE NUMBER TYP</u>	<u>AMOUNT</u>
WALMART CAPITAL ONE	Multiple	Multiple Invoices	07/12/2022	96422 R	145.48
WALSH GALLEGOS TREVI	633368	Telephone conf. with Director of Sped regarding TX Education Agency Investigative Report 5-26-22	07/12/2022	96423 R	48.00
BEAM CONFERENCE	202010063	Beam Symposium (Noelia Kuhn, Ana Dowling, Juana Velazquez, Laura Velasquez, Trudy Browning, Lupe McAlpine, Sofia Jauregui)	07/19/2022	96424 R	1,575.00
EDUCATION SERVICE CT	4102200511	Monthly Internet Service July 2022	07/19/2022	96425 R	1,000.00
REGION 4 ESC	Multiple	Multiple Invoices	07/19/2022	96427 R	150.00
Sneed, Willie	0719	MAINTENANCE-July 2022	07/19/2022	96428 R	15.00
TASSP	75308	DUES	07/19/2022	96429 R	270.00
TOP WINDOW CLEANING	056987	MAINTENANCE-July 2022	07/19/2022	96430 R	700.00
UNITE PRIVATE NETWORK	SI-22-0199	Monthly WAN service due 08/01/2022	07/19/2022	96431 R	837.96
WALMART CAPITAL ONE	08478	SCHOOL BOARD MEAL	07/19/2022	96432 R	138.86
AGiRepair, Inc.	Multiple	Multiple Invoices	07/27/2022	96433 R	1,149.00
AIRGAS USA, LLC	9127450484	Cylinder Rental	07/27/2022	96434 R	1,550.00
ALLSTAR ATHLETICS	2926	STAFF APPRECIATION	07/27/2022	96435 R	1,775.15
AT&T	0711	SERVICE - ACCT# 214 A31-0060 668 0	07/27/2022	96436 R	1,281.37
AT&T LONG DISTANCE	811340500	SERVICE-CORPORATION #346970 811340500-0	07/27/2022	96437 R	23.03
AT&T MOBILITY	2872561331	SERVICE	07/27/2022	96438 R	207.60
BENNETT'S OFFICE SUP	Multiple	Multiple Invoices	07/27/2022	96439 R	464.00
BENNETT PRINTING	34662	Invoice 34662 4 Day Calendar	07/27/2022	96440 R	700.00
CDW-G	BJ86837	MAINTENANCE-July 2022	07/27/2022	96441 R	98.56
DECKER EQUIPMENT	484127A	MAINTENANCE-July 2022	07/27/2022	96442 R	773.99
DEMCO, INC	06102022	Library supplies	07/27/2022	96443 R	1,451.33
Edwards Risk Managem	2022-MWISD	PROPERTY INSURANCE - AG BARN	07/27/2022	96444 R	608.00
FOLLETT CONTENT SOLU	499332F	books for the library	07/27/2022	96445 R	583.39
FOOD SERVICE	0712	Breakfast Items for BOY Training (3 cases 6 oz orange juice, 4 cases 8 oz water, 1 case Nutri-Grain Variety Pack)	07/27/2022	96446 R	134.49
FRONTIER WASTE-CRESS	0725	SERVICE	07/27/2022	96447 R	6,828.65
HOME DEPOT CREDIT SE	Multiple	Multiple Invoices	07/27/2022	96448 R	599.86
HOPKINS ARCHITECTS	0731	JANUARY-JULY 2022 RFQ CONSULTING - AG BARN	07/27/2022	96449 R	1,500.00
KYOCERA DOCUMENT SOL	5021030706	COPIER RENTAL	07/27/2022	96450 R	408.85
LET'S GROW CRAZY	00001	Earth Day School garden Bed Materials	07/27/2022	96451 R	228.05
NORTH TEXAS TOLLWAY	1236937288	MAINTENANCE-July 2022	07/27/2022	96452 R	23.14
REGION 4 ESC	Multiple	Multiple Invoices	07/27/2022	96454 R	200.00
SHERWIN-WILLIAMS	Multiple	Multiple Invoices	07/27/2022	96455 R	110.14
SUTHERLANDS BLDG. MA	Multiple	Multiple Invoices	07/27/2022	96456 R	200.79
TAGT	14456	Member Renewal	07/27/2022	96457 R	75.00
TEXAS DEPT OF PUBLIC	CRS-202206	Invoice CRS-2022206-241500 Background Checks	07/27/2022	96458 R	15.00
TEXAS GAS SERVICES	0713	SERVICE	07/27/2022	96459 R	2,337.40
Wells, Lindsey	Multiple	Multiple Invoices	07/27/2022	96460 R	316.55
Whitlow, Justin	0727	Reimbursement of	07/27/2022	96461 R	49.26

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK CHE NUMBER TYP</u>	<u>AMOUNT</u>
		Fingerprinting Fees			
Mori, Robert	0728	MAINTENANCE-July 2022	07/28/2022	96462 R	785.00
Johnson, Austin	0630	Mileage May-June 2022: Johnson	07/12/2022	212200072 A	168.01
Gilbert, Thomas	0719	MAINTENANCE-July 2022	07/19/2022	212200074 A	15.00
RAMSEY, PAULA	0719	Contracted Services July 13 hrs x 17	07/19/2022	212200075 A	221.00
				Totals for checks	400,610.16

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
180	CO-CURRICULAR	0.00	0.00	1,396.38	1,396.38
199	GENERAL FUND	0.00	0.00	399,213.78	399,213.78
***	Fund Summary Totals ***	0.00	0.00	400,610.16	400,610.16

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

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
AWARDS & MORE ENGRAV	43442	3x1 Black Flexibrass Plastic Plate	07/14/2022	6201	V	-9.00
BORDEN DAIRY	0630	Milk	07/07/2022	6204	R	1,338.56
CHEMSEARCH	7846685	Ecostorm Program	07/07/2022	6205	R	172.00
DAVILA, TINA	0630	Employee IN DISTRICT Travel Reimbursement	07/07/2022	6206	R	42.41
EDUCATION SERVICE CT	1002201053	SUMMER CONFERENCE	07/07/2022	6207	R	40.00
LABATT FOOD SERVICE	0630	Grocery Order	07/07/2022	6208	R	7,314.63
RESCUE FIRE AND SAFE	Multiple	Multiple Invoices	07/07/2022	6209	R	1,257.00
Wells, David	Multiple	Multiple Invoices	07/07/2022	6210	R	208.14
DAVILA, TINA	0719	Employee IN DISTRICT Travel reimbursement	07/19/2022	6211	R	7.13
FREEZE CARPETS, INC.	0531	flooring for DSC office	07/19/2022	6212	R	1,798.62
HEARTLAND PAYMENT SY	1575058	FOH Onsite Training	07/19/2022	6213	R	1,500.00
UNITED REFRIGERATION	85619464-0	DSC Freezer pars	07/19/2022	6214	R	1,118.45
WALMART CAPITAL ONE	Multiple	Multiple Invoices	07/19/2022	6215	R	90.09
Totals for checks						14,878.03

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
240	FOOD SERVICE	0.00	0.00	14,878.03	14,878.03
***	Fund Summary Totals ***	0.00	0.00	14,878.03	14,878.03

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

<u>VENDOR</u>	<u>INVOICE NUMBER</u>	<u>INVOICE DESCRIPTION</u>	<u>CHECK DATE</u>	<u>CHECK NUMBER</u>	<u>CHE TYP</u>	<u>AMOUNT</u>
AIRGAS USA, LLC	9127057266	Ag Welding Tools	07/07/2022	19259	R	110.37
BENNETT'S OFFICE SUP	0247352-00	Inv. #0247352-001 Chair flexspace -Travis Base room	07/07/2022	19260	R	665.76
BENNETT'S OFFICE SUP	0247095-00	Inv. #0247095-001 Pocket, Files	07/07/2022	19260	R	47.74
BOUNDS, SUE	06302022	ESY COUNTY TRAVEL	07/07/2022	19261	R	58.79
CDW-G	BB44050	Kajeet hotspots for 22-23 school year	07/07/2022	19262	R	11,114.50
COMMUNITY CHRISTIAN	25500	Cleaning and Disinfecting	07/07/2022	19263	R	1,212.50
MEDICAID CLAIM SOLUT	22-182903-	Inv. #22-182903-021 For services rendered	07/07/2022	19264	R	122.19
SIRIUS EDUCATION SOL	0210003018	Sirius Online Middle School Package	07/07/2022	19265	R	4,500.00
SUTHERLANDS BLDG. MA	40856	Ag Welding Equipment and Tools	07/07/2022	19266	R	13.49
SUTHERLANDS BLDG. MA	41186	Ag Welding Equipment and Tools	07/07/2022	19266	R	102.96
TRACTOR SUPPLY PLAN	148469	Ag Equipment	07/07/2022	19267	R	-115.97
TRACTOR SUPPLY PLAN	274061	Ag Equipment	07/07/2022	19267	R	375.91
TRACTOR SUPPLY PLAN	148500	Ag Equipment	07/07/2022	19267	R	449.94
Lerma, Bata	0630	Inv. #62022 Contracted Services June	07/12/2022	19268	R	4,675.00
IMAGINATION STATION	SIN022225	ISIP Advanced Reading	07/19/2022	19269	R	2,062.50
MEDICAID CLAIM SOLUT	22-182903-	Inv. #22-182903-022 & 22-182903-023 Services Rendered June & July	07/19/2022	19270	R	3,125.12
MEDICAID CLAIM SOLUT	22-182903-	Inv. #22-182903-022 & 22-182903-023 Services Rendered June & July	07/19/2022	19270	R	194.97
N2Y LLC	INV-104960	Quote #Q-87280 TW ULS-2 Targeted Live Webinar: Star the Year Strong w/ULS Essential Tools	07/19/2022	19271	R	499.00
NOTABLE, INC	219667	School Plan	07/19/2022	19272	R	2,905.00
PARKER COUNTY CO-OP	2NDQT1	Inv. #2nd QT1 Kim Faulkner, Teacher Visually Impaired Jan. 2022-June 2022	07/19/2022	19273	R	2,933.86
EDUCATION SERVICE CT	1002201166	Special Programs Summer Conference 2022	07/27/2022	19274	R	100.00
EDUCATION SERVICE CT	1002201167	Special Programs Summer Conference 2022	07/27/2022	19274	R	50.00
ENVIROMATIC SERVICES	SV23577	HVAC Equipment and DDC Controls Replacement	07/27/2022	19275	R	197,246.00
LONE STAR COMMUNICAT	113366	QUOTE #63411 - INSTALLATION OF CABLING TO DISTRICTS ACCESS CONTROL PANELS AND BURG PANELS	07/27/2022	19276	R	4,101.00
RAMSEY, PAULA	0630	June Contracted Services (96.5 hrs x 17.00) County Mileage (164.7 miles x.585)	07/12/2022	212200073	A	1,736.85

Totals for checks 238,287.48

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
244	CARL PERKINS BASIC FORM. GRANT	0.00	0.00	936.70	936.70
266	ESSER GRANT	0.00	0.00	12,327.00	12,327.00
270	TITLE V,B,SP 2, RLIS	0.00	0.00	2,905.00	2,905.00
281	ESSER II PPRP	0.00	0.00	197,246.00	197,246.00
282	ESSER III	0.00	0.00	6,562.50	6,562.50
364	IDEA PART B, FORMULA ARP	0.00	0.00	1,314.76	1,314.76
429	STATE FUNDED SPECIAL REVENUE	0.00	0.00	4,101.00	4,101.00
437	SPECIAL EDUCATION	0.00	0.00	6,470.64	6,470.64
455	SHARS-MEDICAID	0.00	0.00	6,376.14	6,376.14
461	CAMPUS ACTIVITY FUND	0.00	0.00	47.74	47.74
***	Fund Summary Totals ***	0.00	0.00	238,287.48	238,287.48

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

<u>VENDOR</u>	<u>INVOICE</u> <u>NUMBER</u>	<u>INVOICE</u> <u>DESCRIPTION</u>	<u>CHECK</u> <u>DATE</u>	<u>CHECK CHE</u> <u>NUMBER TYP</u>	<u>AMOUNT</u>
THE BANK OF NEW YORK	Multiple	Multiple Invoices	07/12/2022	1394 R	1,500.00
			Totals for checks		1,500.00

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
599	DEBT SERVICE	0.00	0.00	1,500.00	1,500.00
***	Fund Summary Totals ***	0.00	0.00	1,500.00	1,500.00

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

**AUGUST 8, 2022 BOARD MEETING  
2021-2022 TAX COLLECTIONS  
AS Of JUNE 30, 2022**

<b>MAINTENANCE &amp; OPERATIONS</b>						
	LEVY	MONTHLY ACTIVITY	PRIOR ACTIVITY	YEAR-TO-DATE ACTIVITY	BALANCE DUE	YEAR-TO-DATE PERCENTAGE COLLECTED
CURRENT TAXES	\$ 9,615,196.00	\$ 78,018.13	\$ 9,721,439.76	\$ 9,799,457.89	\$ (184,261.89)	101.92%
DELINQUENT TAXES	\$ 246,021.00	\$ 14,476.61	\$ 228,648.21	\$ 243,124.82	\$ 2,896.18	98.82%
PENALTY & INTEREST	\$ 174,696.00	\$ 16,729.53	\$ 140,521.83	\$ 157,251.36	\$ 17,444.64	90.01%
GRAND TOTAL	\$ 10,035,913.00	\$ 109,224.27	\$ 10,090,609.80	\$ 10,199,834.07	\$ (163,921.07)	101.63%

0

<b>INTEREST &amp; SINKING</b>						
	LEVY	MONTHLY ACTIVITY	PRIOR ACTIVITY	YEAR-TO-DATE ACTIVITY	BALANCE DUE	YEAR-TO-DATE PERCENTAGE COLLECTED
CURRENT TAXES	\$ 3,323,733.00	\$ 26,968.12	\$ 3,360,359.68	\$ 3,387,327.80	\$ (63,594.80)	101.91%
DELINQUENT TAXES	\$ 62,770.00	\$ 4,453.36	\$ 72,442.18	\$ 76,895.54	\$ (14,125.54)	122.50%
PENALTY & INTEREST	\$ 47,952.00	\$ 5,433.56	\$ 42,790.98	\$ 48,224.54	\$ (272.54)	100.57%
GRAND TOTAL	\$ 3,434,455.00	\$ 36,855.04	\$ 3,475,592.84	\$ 3,512,447.88	\$ (77,992.88)	102.27%

**MINERAL WELLS INDEPENDENT SCHOOL DISTRICT  
CASH POSITION**

**FOR PERIOD ENDING JUNE 30, 2022**

GENERAL FUND	\$ 5,185,975.97
FOOD SERVICE	\$ 449,262.91
SPECIAL REVENUE	\$ 706,580.48
INTEREST & SINKING	\$ 1,390,977.90
INSURANCE FUND	\$ 389,641.80
WORKERS' COMPENSATION	\$ 279.55
TRUST & AGENCY FUND	\$ 195,404.80
PAYROLL	<u>\$ (78,037.06)</u>
<b>TOTAL</b>	<b>\$ 8,240,086.35</b>
<u>Lone Star Investment</u>	
General Fund	\$ 7,379.84
Food Service Fund	\$ 3.85
Interest & Sinking	\$ 0.05
Insurance Fund	<u>\$ 93,333.31</u>
<b>TOTAL INVESTMENTS</b>	<b>\$ 100,717.05</b>

MINERAL WELLS ISD  
COMPARISON OF REVENUE/OTHER RESOURCES TO BUDGET (Date: 6/2022)

<u>Fnd</u>	<u>Fnd</u>	CASH <u>RECEIVED</u>	2021-2022 <u>Budget</u>	<u>Balance</u>
180	CO-CURRICULAR	148,704.42	140,093.00	-8,611.42
199	GENERAL FUND	26,885,402.91	34,327,251.00	7,441,848.09
211	TITLE I, PART A	537,638.73	1,058,974.00	521,335.27
240	FOOD SERVICE	2,024,294.43	2,193,982.00	169,687.57
244	CARL PERKINS BASIC FORM. GRANT	51,675.68	56,834.00	5,158.32
255	TITLE II, PART A-SUP EFF INSTR	88,477.18	163,417.00	74,939.82
263	Title III, PART A-ELA	15,064.62	64,134.00	49,069.38
266	ESSER GRANT	86,694.51	396,407.00	309,712.49
270	TITLE V, B, SP 2, RLIS	6,859.58	70,351.00	63,491.42
281	ESSER II PPRP	289,710.69	3,331,627.00	3,041,916.31
289	FEDERALLY FUNDED SPECIAL REV	53,011.73	95,188.00	42,176.27
313	IDEA-B FORMULA	563,749.86	1,048,588.00	484,838.14
314	IDEA-B PRESCHOOL	16,803.25	45,237.00	28,433.75
364	IDEA PART B, FORMULA ARP	97.73	202,086.00	201,988.27
365	IDEA PART B, PRESCHOOL ARP	0.00	11,844.00	11,844.00
397	ADVANCED PLACEMENT INCENTIVES	54.63	55.00	0.37
410	STATE TEXTBOOK FUND	24,160.00	24,160.00	0.00
429	STATE FUNDED SPECIAL REVENUE	2,100.00	2,100.00	0.00
437	SPECIAL EDUCATION	876,864.50	884,677.00	7,812.50
455	SHARS-MEDICAID	1,008,483.30	1,008,483.00	-0.30
461	CAMPUS ACTIVITY FUND	37,451.17	37,446.00	-5.17
599	DEBT SERVICE	3,619,995.13	3,560,033.00	-59,962.13
753	INSURANCE FUND	1,069.51	1,760.00	690.49
880	CUSTODIAL FUND - SCHOLARSHIPS	27,336.57	27,594.00	257.43
<b>Grand Revenue Totals</b>		<b>36,365,700.13</b>	<b>48,752,321.00</b>	<b>12,386,620.87</b>

Number of Accounts: 112

<u>Fnd</u>	<u>Fnd</u>	<u>Expended</u>	<u>Encumbered</u>	<u>2021-2022 Budget</u>	<u>Balance</u>
180	CO-CURRICULAR	1,262,802.93	46,809.27	1,299,631.00	-9,981.20
199	GENERAL FUND	26,755,411.29	228,932.57	33,167,713.00	6,183,369.14
211	TITLE I, PART A	765,792.44	0.00	1,058,974.00	293,181.56
240	FOOD SERVICE	1,776,305.68	3,933.62	2,193,982.00	413,742.70
244	CARL PERKINS BASIC FORM. GRANT	54,640.67	0.00	56,834.00	2,193.33
255	TITLE II, PART A-SUP EFF INSTR	117,751.20	0.00	163,417.00	45,665.80
263	Title III, PART A-ELA	20,229.80	0.00	64,134.00	43,904.20
266	ESSER GRANT	296,155.51	11,114.50	396,407.00	89,136.99
270	TITLE V,B,SP 2, RLIS	15,238.58	9,414.00	70,351.00	45,698.42
281	ESSER II PPRP	634,649.20	2,331,477.75	3,331,627.00	365,500.05
289	FEDERALLY FUNDED SPECIAL REV	69,162.47	0.00	95,188.00	26,025.53
313	IDEA-B FORMULA	926,470.89	45.00	1,048,588.00	122,072.11
314	IDEA-B PRESCHOOL	23,025.69	0.00	45,237.00	22,211.31
364	IDEA PART B, FORMULA ARP	69,206.42	649.00	202,086.00	132,230.58
365	IDEA PART B, PRESCHOOL ARP	0.00	8,757.00	11,844.00	3,087.00
397	ADVANCED PLACEMENT INCENTIVES	54.63	0.00	55.00	0.37
410	STATE TEXTBOOK FUND	28,460.00	0.00	24,160.00	-4,300.00
429	STATE FUNDED SPECIAL REVENUE	2,100.00	0.00	2,100.00	0.00
437	SPECIAL EDUCATION	610,097.79	0.00	884,677.00	274,579.21
455	SHARS-MEDICAID	122,075.99	0.00	1,008,483.00	886,407.01
461	CAMPUS ACTIVITY FUND	31,472.22	4,151.22	37,446.00	1,822.56
599	DEBT SERVICE	2,754,199.31	0.00	3,560,033.00	805,833.69
880	CUSTODIAL FUND - SCHOLARSHIPS	6,700.00	0.00	9,300.00	2,600.00
<b>Grand Expense Totals</b>		<b>36,342,002.71</b>	<b>2,645,283.93</b>	<b>48,732,267.00</b>	<b>9,744,980.36</b>

Number of Accounts: 1957

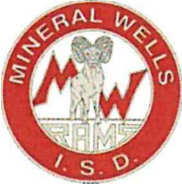
\*\*\*\*\* End of report \*\*\*\*\*

MINERAL WELLS ISD  
COMPARISON OF EXPENDITURES/ENCUMBRANCES (Date: 6/2022)

Fnd T Fn Obj Sb Org F Pr L L2 Obj	2021-2022	YTD	Encumbered	Unencumbered
	BUDGET	EXPENDED	Amount	Balance
XXX E 00	536,951.00	143,781.57	0.00	393,169.43
XXX E 11	20,373,133.00	14,719,144.01	109,732.48	5,544,256.51
XXX E 12	1,202,971.00	1,115,686.64	46,250.13	41,034.23
XXX E 13	311,492.00	253,950.66	5,216.74	52,324.60
XXX E 21	137,520.00	83,649.63	8,797.51	45,072.86
XXX E 23	2,387,235.00	1,988,031.40	15,894.32	383,309.28
XXX E 31	483,141.00	405,355.16	374.00	77,411.84
XXX E 33	419,861.00	324,170.91	2,399.16	93,290.93
XXX E 34	1,180,904.00	1,014,887.42	9,899.43	156,117.15
XXX E 35	2,225,656.00	1,795,955.68	3,933.62	425,766.70
XXX E 36	1,332,737.00	1,287,231.96	47,000.17	-1,495.13
XXX E 41	1,483,466.00	1,314,253.82	7,299.56	161,912.62
XXX E 51	3,263,084.00	3,074,752.60	27,029.56	161,301.84
XXX E 52	68,272.00	52,634.04	0.00	15,637.96
XXX E 53	200,285.00	184,218.26	0.00	16,066.74
XXX E 71	3,799,174.00	2,943,506.81	0.00	855,667.19
XXX E 81	0.00	1,024,482.03	0.00	-1,024,482.03
XXX E 93	685,401.00	646,202.91	0.00	39,198.09
XXX E 97	167,522.00	208,295.92	0.00	-40,773.92
<b>Grand Expense Totals</b>	<b>40,258,805.00</b>	<b>32,580,191.43</b>	<b>283,826.68</b>	<b>7,394,786.89</b>

Number of Accounts: 1719

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



**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Water/Electricity/Gas Reports

**RECOMMENDED ACTION:** It is recommended that the Water/Electricity/Gas Reports be approved as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):**

**OVERVIEW:**

See attached utility reports

**FISCAL IMPACT:** Variable cost to District

**ATTACHMENTS:** Water/Electricity/Gas Reports

**DEPARTMENT(S) SUBMITTING FORM:** Business and Finance

**DEPARTMENT SIGNATURE/APPROVAL:**

Paul [Signature]

[Signature]

Water

2015-2016	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	2,756.59	2,569.46	2,053.89	2,060.25	2,039.80	1,774.43	1,654.41	2,041.42	1,740.43	1,027.42	786.43	1,492.43	21,996.96
Junior High	1,189.08	1,232.27	1,716.51	1,154.41	802.60	742.60	761.30	774.65	693.27	1,129.25	794.57	791.09	11,781.60
Travis	1,245.64	2,276.77	1,804.49	1,689.91	1,742.52	1,304.50	1,493.51	1,516.52	1,410.50	805.51	580.52	1,174.26	17,044.65
Houston	2,348.96	2,947.27	1,618.26	1,399.30	1,059.91	1,318.92	1,472.92	1,542.92	1,442.90	632.90	628.35	1,093.91	17,506.52
Lamar	1,288.38	3,677.70	853.20	869.74	662.51	813.78	745.60	836.34	836.51	1,411.76	6,501.16	797.37	19,294.05
DSC	793.01	742.70	792.87	845.07	573.10	851.54	711.10	683.54	735.10	766.09	752.27	978.96	9,228.35
Athletics	4,339.92	6,726.55	1,804.00	1,477.44	981.19	1,242.67	1,077.14	1,282.62	1,034.73	2,843.80	3,447.24	2,789.21	29,106.51
Transportation	147.86	119.86	107.13	113.50	899.2	205.90	81.90	92.91	82.91	115.90	68.91	101.90	1,328.60
<b>Total</b>	<b>14,168.44</b>	<b>20,292.58</b>	<b>10,750.35</b>	<b>9,609.62</b>	<b>7,951.55</b>	<b>8,254.34</b>	<b>7,997.88</b>	<b>8,774.92</b>	<b>7,876.35</b>	<b>8,732.63</b>	<b>13,559.45</b>	<b>9,219.13</b>	<b>127,287.24</b>

2016-2017	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,877.42	1,777.42	1,698.70	2,135.78	1,943.91	1,765.39	1,674.40	1,722.63	1,788.27	1,068.37	1,872.41	1,460.98	20,785.68
Junior High	2,050.48	2,860.17	900.61	1,011.92	818.24	790.29	723.68	775.94	834.74	411.48	418.81	713.62	12,309.98
Travis	1,824.52	1,688.50	1,637.84	1,511.64	1,998.99	1,711.70	1,534.53	1,776.66	1,550.94	741.43	578.30	431.58	15,986.63
Houston	1,610.92	1,643.91	1,893.61	1,094.36	1,558.11	1,481.16	1,530.73	1,717.46	1,702.06	559.10	548.84	1,244.47	16,584.73
Lamar	1,511.84	938.82	889.93	701.45	998.88	988.73	884.41	984.86	945.88	371.53	317.14	816.75	10,350.22
DSC	758.88	769.10	791.64	780.36	776.25	770.10	770.99	788.43	798.69	741.23	695.07	770.99	9,211.73
Athletics	2,903.21	2,180.50	1,555.99	1,027.56	1,730.00	951.04	1,344.57	1,160.79	1,205.79	2,066.10	1,488.66	1,885.77	19,499.98
Transportation	89.92	97.90	127.61	87.60	99.91	107.10	95.67	95.67	93.62	92.72	77.20	103.88	1,173.80
<b>Total</b>	<b>12,627.19</b>	<b>11,956.32</b>	<b>9,495.93</b>	<b>8,350.67</b>	<b>9,924.29</b>	<b>8,565.51</b>	<b>8,558.98</b>	<b>9,022.44</b>	<b>8,919.99</b>	<b>6,056.96</b>	<b>5,996.43</b>	<b>7,428.04</b>	<b>106,902.75</b>

2017-2018	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,793.41	2,002.35	2,077.96	1,352.11	2,761.64	1,630.65	4,459.94	1,791.19	1,604.97	1,052.63	980.76	1,475.33	22,982.94
Junior High	894.63	1,124.27	823.31	667.31	825.28	982.72	482.65	759.68	574.70	365.66	420.75	756.47	8,677.49
Travis	2,956.57	1,768.39	2,275.21	1,914.24	2,791.32	2,829.13	2,062.84	2,209.42	1,726.97	609.72	452.08	458.42	22,095.21
Houston	1,725.66	2,328.61	1,891.37	1,746.70	2,122.29	2,861.84	2,134.47	1,776.32	1,488.54	879.84	841.05	1,409.21	20,284.90
Lamar	992.25	1,041.73	908.43	755.02	942.38	942.38	885.15	1,018.46	984.60	630.18	460.89	891.49	10,452.76
DSC	746.37	798.89	831.23	814.75	834.86	796.77	844.23	798.89	845.44	831.04	828.51	809.47	9,780.45
Athletics	2,601.71	2,375.07	1,532.22	1,924.56	1,312.88	1,348.02	1,375.72	1,324.17	1,348.06	2,033.00	1,671.53	2,920.34	21,767.28
Transportation	107.99	120.25	113.03	109.67	113.91	114.96	118.14	120.25	112.84	116.03	459.87	111.79	1,718.73
<b>Total</b>	<b>11,818.59</b>	<b>11,560.46</b>	<b>10,452.76</b>	<b>9,284.36</b>	<b>11,704.46</b>	<b>11,556.37</b>	<b>11,432.14</b>	<b>9,798.38</b>	<b>8,686.12</b>	<b>6,518.10</b>	<b>6,115.44</b>	<b>8,832.52</b>	<b>117,759.70</b>

2018-2019	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	2,035.85	1,841.10	1,632.61	1,576.98	1,745.54	2,020.16	1,685.36	2,035.33	1,640.82	915.49	713.22	1,391.03	19,233.49
Junior High	1,852.81	1,636.34	1,119.09	1,098.72	1,319.49	1,768.03	1,268.32	1,243.90	1,069.90	757.09	734.00	1,282.05	15,149.74
Travis	3,238.70	2,257.94	2,068.61	1,886.65	1,992.11	1,912.15	1,479.83	2,002.55	1,544.75	825.01	1,023.19	1,609.64	21,841.13
Houston	1,805.94	1,777.39	1,613.69	1,622.97	1,861.73	1,672.80	1,434.05	1,794.50	1,502.44	847.60	897.43	1,606.73	18,437.27
Lamar	1,173.98	1,230.05	1,103.44	1,033.90	1,103.44	1,239.05	1,051.29	1,339.88	1,083.74	574.93	600.43	1,244.83	12,778.96
DSC	850.72	874.00	905.79	944.04	979.97	964.70	999.67	1,034.44	1,002.44	941.67	802.85	768.63	11,068.92
Athletics	2,097.28	1,914.95	1,798.22	1,472.44	1,437.23	1,436.02	1,427.63	1,491.29	1,442.04	1,331.90	1,341.56	3,890.43	21,080.99
Transportation	126.60	135.05	139.64	150.08	165.13	160.50	205.71	186.00	163.97	162.82	167.45	184.85	1,947.80
<b>Total</b>	<b>13,181.88</b>	<b>11,566.82</b>	<b>10,381.09</b>	<b>9,785.78</b>	<b>10,604.64</b>	<b>11,173.41</b>	<b>9,551.86</b>	<b>11,127.89</b>	<b>9,450.10</b>	<b>6,356.51</b>	<b>6,280.13</b>	<b>11,978.19</b>	<b>121,538.30</b>

2019-2020	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,966.40	2,147.15	1,730.77	1,513.98	1,707.02	1,872.76	885.08	702.67	1,037.72	629.04	613.02	1,271.69	16,077.30
Junior High	1,603.39	2,624.26	1,027.81	819.54	943.91	1,121.78	650.49	502.94	471.09	826.08	627.80	1,096.43	12,315.52
Travis	1,668.76	2,786.04	1,648.91	1,948.28	1,637.02	1,892.45	1,205.79	845.82	603.47	924.23	675.94	1,514.66	17,351.37
Houston	2,017.02	2,197.82	2,266.41	1,651.03	2,145.23	2,151.17	2,136.91	426.19	1,002.37	1,112.86	1,319.57	1,552.42	19,979.00
Lamar	1,692.21	1,527.63	1,580.20	1,007.58	1,157.27	1,241.62	570.40	419.52	420.71	443.28	487.24	880.47	11,428.13
DSC	821.40	853.85	833.39	833.99	676.00	540.56	381.37	359.37	358.79	338.60	350.48	489.47	6,837.27
Athletics	2,409.03	2,148.83	1,689.16	1,531.17	1,493.16	1,534.38	1,398.14	1,357.39	1,411.05	1,397.33	1,481.61	2,762.80	20,614.05
Transportation	209.18	216.13	211.19	229.02	218.34	232.58	211.21	210.01	213.58	219.52	236.15	265.84	2,672.75
<b>Total</b>	<b>12,387.39</b>	<b>14,501.71</b>	<b>10,987.84</b>	<b>9,534.59</b>	<b>9,977.95</b>	<b>10,587.30</b>	<b>7,439.39</b>	<b>4,823.91</b>	<b>5,518.78</b>	<b>5,890.94</b>	<b>5,791.81</b>	<b>9,833.78</b>	<b>107,275.39</b>

2020-2021	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	1,706.46	1,733.80	1,646.64	1,322.04	1,464.25	1,445.60	1,687.31	1,857.03	2,196.34	1,093.67	958.10	1,689.35	18,800.59
Junior High	1,038.88	947.49	883.72	796.12	1,287.90	1,981.24	964.53	1,024.66	972.29	646.54	510.89	954.35	12,008.61
Travis	2,010.06	2,228.48	1,994.75	1,491.09	1,776.98	1,613.99	2,390.21	2,458.34	2,276.65	927.28	749.60	1,913.26	21,830.68
Houston	2,158.30	429.75	1,571.43	2,071.10	2,379.71	1,849.32	1,874.70	671.48	460.71	537.89	502.63	768.50	15,275.52
Lamar	1,197.67	1,291.51	1,427.16	912.80	1,098.51	1,047.73	1,241.45	1,475.39	1,361.73	578.79	454.54	994.29	13,051.52
DSC	410.43	654.61	373.07	354.32	399.10	384.41	403.81	410.49	432.50	387.07	357.69	381.04	4,948.54
Athletics	1,845.97	1,733.82	2,193.89	1,797.03	1,899.54	2,526.83	1,977.06	1,930.79	1,970.25	1,785.48	1,934.81	2,621.30	24,216.77
Transportation	261.09	281.29	254.47	245.10	245.12	242.44	261.14	263.81	261.14	326.61	162.28	246.46	3,050.95
<b>Total</b>	<b>10,628.84</b>	<b>9,300.75</b>	<b>10,345.13</b>	<b>8,989.60</b>	<b>10,551.11</b>	<b>11,091.56</b>	<b>10,800.21</b>	<b>10,041.94</b>	<b>9,951.61</b>	<b>6,283.33</b>	<b>5,630.54</b>	<b>9,568.55</b>	<b>113,183.19</b>

2021-2022	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	2,339.79	2,493.16	2,228.00	2,181.86	2,794.16	2,386.10	2,609.90	2,857.49	3,671.42	1,764.86	-	-	25,326.74
Junior High	1,571.80	1,590.57	1,613.19	1,861.45	2,121.11	1,620.86	1,222.66	1,241.69	1,302.94	655.54	-	-	14,801.81
Travis	2,963.35	2,698.82	2,756.45	3,703.37	3,441.66	1,629.39	1,678.94	1,769.01	387.32	366.22	-	-	21,594.53
Houston	1,019.67	1,014.33	674.94	517.37	515.96	321.95	223.57	230.60	269.99	209.49	-	-	4,997.87
Lamar													

Electricity

2015-2016	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	19,285.40	15,818.24	13,717.08	12,119.56	12,391.10	12,945.46	12,504.04	14,102.71	15,818.01	16,544.52	17,055.62	19,227.03	181,728.78
MW Academy	394.74	304.86	234.31	197.90	169.91	212.95	222.70	237.02	234.78	274.14	340.01	352.41	3,175.73
Junior High	10,124.71	8,047.32	5,640.91	5,564.80	7,076.18	6,175.75	4,874.22	5,368.50	6,903.49	7,314.44	8,113.13	9,072.99	84,276.44
Travis	6,935.27	5,488.57	4,472.25	4,143.23	4,741.02	4,350.36	3,903.49	4,272.60	5,080.47	5,055.78	5,063.45	6,665.61	60,172.10
Houston	5,048.44	4,076.30	3,078.51	2,634.63	2,777.62	2,857.03	2,613.39	3,053.52	3,672.34	3,773.49	3,661.17	4,516.26	41,762.70
Lamar	7,851.26	6,504.28	6,448.78	5,099.57	5,270.30	5,076.47	5,212.08	5,935.37	6,725.60	6,569.01	6,499.47	7,041.73	74,234.92
DSC	3,338.58	2,618.40	1,895.75	1,691.02	1,804.89	1,845.69	1,757.64	1,917.04	2,313.18	3,036.51	3,620.96	3,590.07	29,429.73
Athletics	5,608.54	5,357.91	5,083.66	5,182.39	7,418.72	6,262.19	5,777.03	5,277.06	3,793.16	5,011.11	6,097.92	5,694.99	66,364.88
Transportation	340.53	223.64	244.25	397.82	462.24	456.16	349.05	383.82	337.44	342.16	386.79	403.73	4,321.61
<b>Total</b>	<b>58,927.47</b>	<b>48,539.52</b>	<b>40,815.50</b>	<b>37,031.12</b>	<b>42,111.98</b>	<b>40,182.06</b>	<b>37,013.64</b>	<b>40,548.64</b>	<b>44,973.47</b>	<b>47,921.16</b>	<b>50,838.53</b>	<b>56,564.82</b>	<b>545,467.91</b>

2016-2017	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	20,919.65	16,973.39	16,003.06	13,586.05	14,301.45	15,573.28	15,439.28	17,512.44	18,420.45	17,210.10	16,163.45	19,799.39	201,901.99
MW Academy	389.94	316.29	267.34	159.44	230.63	230.18	245.11	265.42	258.59	250.29	280.20	319.12	3,212.55
Junior High	10,762.22	8,525.76	7,036.01	6,515.25	7,160.18	6,048.94	4,952.82	6,358.84	6,953.10	5,892.68	6,368.32	9,211.03	85,785.15
Travis	7,961.38	6,093.17	5,107.87	4,412.35	4,838.40	4,487.88	4,049.43	5,025.42	5,326.86	4,997.80	5,191.39	6,718.73	64,210.68
Houston	5,439.03	4,177.62	3,574.72	2,829.03	2,893.67	2,840.76	2,482.24	2,744.48	3,176.95	3,503.66	2,588.73	2,210.28	41,039.66
Lamar	8,119.62	7,803.98	7,800.60	6,189.96	5,447.49	5,484.12	5,807.16	6,639.01	6,522.83	5,740.62	6,001.62	6,931.25	77,488.26
DSC	3,263.69	2,632.65	2,234.54	1,685.86	1,796.12	1,724.01	1,951.49	2,202.40	2,397.56	3,088.17	3,428.29	3,508.26	29,915.24
Athletics	5,812.57	5,032.72	5,117.11	6,011.04	6,037.43	6,842.30	5,712.03	4,763.88	3,493.39	4,701.27	4,380.02	4,518.22	62,421.98
Transportation	396.81	329.94	332.01	457.77	642.83	587.63	466.11	360.33	469.20	377.02	415.92	421.99	5,257.56
<b>Total</b>	<b>63,064.91</b>	<b>51,885.52</b>	<b>47,573.26</b>	<b>41,846.75</b>	<b>43,295.49</b>	<b>43,861.58</b>	<b>41,369.91</b>	<b>46,304.69</b>	<b>47,345.64</b>	<b>44,946.68</b>	<b>43,439.49</b>	<b>56,299.15</b>	<b>571,233.07</b>

2017-2018	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	20,964.79	17,125.19	14,383.09	14,348.03	13,867.31	14,530.75	12,948.84	15,373.78	17,994.50	17,853.85	17,135.62	18,680.20	195,205.95
MW Academy	360.46	277.60	257.11	246.51	184.54	218.89	199.80	190.17	233.70	299.20	268.17	315.66	3,062.83
Junior High	10,253.48	7,699.62	5,307.05	6,673.01	7,770.87	7,347.54	6,261.66	6,675.49	7,384.95	7,054.17	7,915.46	9,454.23	89,797.53
Travis	7,608.70	5,901.07	4,151.22	4,637.92	5,438.93	4,925.77	4,161.10	4,699.43	5,840.13	5,629.80	5,912.99	6,745.18	65,652.24
Houston	5,478.81	4,433.23	3,025.93	2,820.42	3,123.12	3,039.27	2,555.92	3,206.64	4,287.62	4,177.63	4,741.04	4,810.21	45,699.84
Lamar	7,105.51	6,564.41	5,829.67	5,587.82	4,357.69	5,047.29	4,443.31	5,716.89	6,753.37	6,864.56	6,753.36	7,287.57	72,311.45
DSC	3,284.29	2,538.91	1,895.38	1,965.06	1,912.56	1,868.35	1,670.00	2,116.76	2,665.65	3,397.56	3,537.50	3,412.22	30,264.24
Athletics	6,529.66	5,215.85	7,024.63	5,078.24	6,758.31	7,074.44	6,005.25	5,518.98	4,236.23	5,171.44	5,004.97	5,012.44	68,630.44
Transportation	473.30	362.94	523.97	616.39	813.05	698.49	445.97	461.36	413.16	494.58	518.08	510.69	6,281.98
<b>Total</b>	<b>62,009.00</b>	<b>50,118.82</b>	<b>42,398.05</b>	<b>41,973.40</b>	<b>44,226.38</b>	<b>44,760.79</b>	<b>38,691.85</b>	<b>43,959.50</b>	<b>49,809.31</b>	<b>50,942.79</b>	<b>51,787.19</b>	<b>56,229.42</b>	<b>576,906.50</b>

2018-2019	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	20,022.10	16,004.47	13,965.43	12,571.13	12,701.49	14,411.68	12,722.34	15,478.05	16,871.46	16,597.18	16,815.57	21,528.40	189,709.30
MW Academy	271.21	199.10	147.85	123.84	117.57	137.82	115.46	184.26	243.02	289.49	384.65	435.73	2,650.00
Junior High	9,384.43	7,000.42	6,821.27	6,855.84	7,901.36	7,526.86	7,038.19	5,739.45	6,327.74	6,681.61	7,309.58	9,250.23	87,836.98
Travis	7,750.05	5,803.50	4,647.11	4,279.74	4,316.99	4,907.85	4,562.72	4,047.71	4,860.13	4,904.84	5,677.17	7,328.97	63,096.78
Houston	5,227.47	3,728.27	2,557.29	2,096.01	2,535.17	2,723.18	2,449.58	2,376.43	3,060.62	3,632.95	4,734.33	38,031.13	
Lamar	8,104.29	6,576.67	4,852.09	3,548.17	4,524.93	5,165.77	4,518.18	4,867.46	5,657.92	5,789.92	5,903.56	7,345.77	66,764.75
DSC	3,203.42	2,410.42	1,672.48	1,608.66	1,729.17	1,870.30	1,609.06	1,868.75	2,232.64	2,892.74	3,161.22	3,854.53	28,113.39
Athletics	5,674.74	5,015.86	4,313.50	4,735.02	5,527.09	7,066.19	6,109.50	4,774.90	3,508.63	3,365.80	3,367.34	4,546.34	58,004.91
Transportation	479.19	473.59	505.78	648.24	747.52	678.67	624.23	453.65	411.95	371.73	402.51	517.93	6,314.99
<b>Total</b>	<b>60,116.90</b>	<b>47,212.30</b>	<b>39,502.90</b>	<b>36,466.85</b>	<b>40,121.29</b>	<b>44,488.32</b>	<b>39,749.26</b>	<b>39,790.68</b>	<b>43,025.22</b>	<b>43,953.93</b>	<b>46,654.55</b>	<b>59,442.23</b>	<b>540,524.23</b>

2019-2020	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	22,679.97	19,581.17	14,811.84	14,530.53	431.71	no invoice	38,170.15	21,743.55	10,986.18	12,774.20	14,295.02	17,472.72	186,028.04
MW Academy	444.46	338.01	193.69	376.97	298.06	167.87	298.06	338.26	272.07	336.76	436.04	440.20	3,742.39
Junior High	10,178.17	8,220.93	7,173.69	14,064.87	14,145.87	see Jan stmt	15,144.03	7,514.17	3,604.14	5,291.60	6,286.20	8,596.11	100,719.78
Travis	8,256.19	6,412.48	4,596.62	9,113.66	9,178.84		8,617.57	4,090.81	3,092.05	4,367.65	5,317.18	6,929.66	69,971.71
Houston	5,345.56	4,378.75	2,817.25	5,459.31	(23,828.38)		(23,101.16)	(25,709.88)	2,036.35	3,154.19	3,826.27	4,522.97	(41,098.77)
Lamar	8,169.94	6,962.42	5,196.58	9,543.70	8,790.10		11,561.93	8,416.85	4,556.69	4,894.83	5,665.99	6,924.68	80,683.71
DSC	3,603.12	2,862.11	1,748.93	3,507.88	3,457.80		3,875.85	2,371.70	1,878.50	2,531.42	3,183.80	3,520.32	32,541.43
Athletics	5,273.56	5,363.28	6,261.44	11,393.38	4,663.76		13,942.82	7,023.54	2,217.78	2,932.28	3,190.79	3,786.40	66,049.03
Transportation	552.56	568.54	740.84	1,462.66	712.99		1,280.45	1,253.73	276.60	425.11	554.09	554.94	8,382.51
<b>Total</b>	<b>64,503.53</b>	<b>54,688.69</b>	<b>43,039.88</b>	<b>69,452.96</b>	<b>17,720.56</b>	<b>-</b>	<b>60,889.70</b>	<b>27,042.73</b>	<b>28,920.36</b>	<b>37,158.04</b>	<b>42,755.38</b>	<b>52,748.00</b>	<b>507,919.83</b>

2020-2021	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	18,672.72	14,702.00	16,373.27	9,863.01	11,020.00	11,357.87	11,092.58	12,504.06	14,491.08	14,943.71	15,197.20	17,169.11	167,386.61
MW Academy	284.88	193.34	126.78	113.95	99.36	109.22	136.17	205.01	201.22	318.93	331.30	360.65	2,480.81
Junior High	9,278.42	6,943.37	7,274.86	6,372.17	7,097.54	6,392.06	5,797.66	5,485.33	6,405.18	6,870.01	6,805.28	8,208.69	84,930.57
Travis	7,211.69	4,953.92	4,749.05	3,774.89	4,131.29	4,625.14	3,607.65	3,907.08	4,552.03	4,651.64	4,916.34	6,125.06	57,205.78
Houston	5,038.23	3,274.40	2,816.47	2,128.61	2,200.64	2,351.14	2,179.62	2,784.18	2,862.05	3,486.07	3,760.01	6,036.67	38,412.09
Lamar	7,565.80	4,777.35	7,182.65	3,183.70	3,513.26	4,020.25	3,408.77	3,886.53	4,863.91	5,813.56	5,610.03	4,340.51	58,165.47
DSC	2,950.93	2,245.38	1,900.42	1,421.65	1,503.54	1,457.21	1,347.26	1,555.41	1,754.58	2,490.26	2,692.42	2,954.99	24,279.05
Athletics	6,74												

Gas

2015-2016	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	551.84	876.92	811.28	3,194.39	4,208.18	4,040.01	1,327.14	736.38	423.32	319.76	244.71	324.89	17,058.82
MW Academy	42.55	42.55	42.55	79.84	90.58	101.41	60.93	48.73	43.42	42.55	43.56	42.55	683.22
Junior High	142.55	226.20	566.12	3,189.08	3,424.80	4,077.63	1,607.25	1,021.59	366.05	224.31	158.07	110.35	15,114.00
Travis	151.31	204.71	469.75	1,921.77	2,598.33	2,875.07	1,318.77	566.16	200.93	124.67	104.21	110.55	10,446.23
Houston	126.79	188.27	253.78	1,116.70	1,573.45	1,877.61	915.62	381.99	144.06	131.26	105.11	106.55	6,921.19
Lamar	181.92	247.71	1,023.00	3,139.21	3,676.37	3,066.41	1,095.53	426.77	163.35	82.22	55.40	51.82	13,211.71
DSC	46.22	48.51	202.30	3,397.68	1,703.64	1,598.46	644.44	240.37	114.28	68.93	58.09	59.97	6,182.89
Athletics	42.55	42.55	42.55	42.55	42.55	42.55	42.55	43.49	42.55	42.55	42.55	42.55	511.54
Transportation	52.36	48.51	56.51	727.89	1,034.43	972.76	693.35	105.41	85.59	88.71	90.35	96.15	4,052.02
<b>Total</b>	<b>1,338.09</b>	<b>1,925.93</b>	<b>3,467.84</b>	<b>14,809.11</b>	<b>18,352.33</b>	<b>18,453.91</b>	<b>7,705.58</b>	<b>3,570.89</b>	<b>1,585.55</b>	<b>1,124.96</b>	<b>902.05</b>	<b>945.38</b>	<b>74,181.62</b>

2016-2017	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	604.99	973.81	2,123.93	4,204.14	5,986.69	4,607.88	2,605.42	1,593.29	594.71	313.63	228.21	348.17	24,184.87
MW Academy	42.55	44.25	42.55	107.92	185.50	126.77	128.27	77.07	43.59	42.55	43.73	42.55	927.30
Junior High	183.91	262.38	527.74	2,586.04	3,696.92	4,908.83	1,805.30	772.50	447.72	347.24	192.35	86.83	15,817.76
Travis	149.29	194.26	351.21	2,030.50	3,476.95	2,773.33	1,039.06	474.97	246.93	164.07	117.23	114.43	11,132.23
Houston	151.95	192.24	309.48	755.98	446.91	359.19	194.99	90.51	86.03	85.10	85.10	85.10	2,847.58
Lamar	129.85	346.88	1,341.96	2,937.79	4,188.51	2,884.89	1,500.08	492.31	246.27	87.76	47.91	59.44	14,263.65
DSC	47.89	50.63	91.98	1,238.99	2,149.99	1,636.62	715.08	298.26	205.58	135.89	85.85	46.95	6,696.31
Athletics	42.55	42.55	42.55	42.55	42.55	42.55	42.55	43.49	42.55	42.55	42.55	42.55	511.54
Transportation	96.04	107.23	164.20	826.59	1,630.72	1,389.34	280.51	134.65	88.79	74.14	63.51	44.02	4,899.74
<b>Total</b>	<b>1,449.02</b>	<b>2,214.23</b>	<b>4,995.60</b>	<b>14,730.10</b>	<b>21,797.74</b>	<b>18,729.40</b>	<b>8,311.26</b>	<b>3,977.05</b>	<b>2,002.17</b>	<b>1,292.93</b>	<b>906.44</b>	<b>870.04</b>	<b>81,275.98</b>

2017-2018	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	615.95	740.47	1,026.91	3,569.45	7,600.59	5,612.48	2,846.87	759.23	569.07	213.11	373.85	430.89	24,358.87
MW Academy	42.55	42.55	63.93	122.50	308.31	182.05	147.66	72.57	55.69	42.55	43.93	42.55	1,166.84
Junior High	163.62	220.76	844.47	2,651.06	5,403.41	4,533.34	2,360.45	1,263.58	463.54	243.79	223.61	237.34	18,608.97
Travis	143.39	167.96	498.06	2,140.69	4,670.36	3,087.28	2,017.47	818.30	446.94	271.96	302.01	292.44	14,856.86
Houston	85.10	114.81	301.84	501.29	5,862.55	1,316.94	523.74	271.86	130.19	117.73	130.80	9,441.95	
Lamar	111.95	160.16	476.27	1,714.44	4,128.15	3,104.00	1,624.58	708.62	281.09	82.49	76.37	97.72	12,565.84
DSC	46.92	56.96	316.45	1,404.65	2,777.14	2,189.25	1,058.18	340.53	172.98	66.93	65.38	67.04	8,562.41
Athletics	42.55	42.55	42.55	42.55	42.55	42.55	42.55	43.49	42.55	42.55	42.55	42.55	511.54
Transportation	44.01	44.35	364.21	1,154.11	1,602.85	1,125.52	420.04	134.63	107.77	76.66	75.18	76.83	5,226.16
<b>Total</b>	<b>1,296.04</b>	<b>1,518.31</b>	<b>3,705.11</b>	<b>13,058.74</b>	<b>26,992.10</b>	<b>25,696.47</b>	<b>11,792.19</b>	<b>4,621.20</b>	<b>2,368.94</b>	<b>1,127.68</b>	<b>1,278.06</b>	<b>1,375.61</b>	<b>94,830.45</b>

2018-2019	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	661.89	624.07	1,674.62	4,148.47	6,827.47	5,923.24	4,435.73	1,406.14	337.42	288.36	293.75	242.42	26,863.58
MW Academy	42.55	54.78	123.88	304.70	362.89	283.53	248.16	130.12	82.81	91.57	80.26	80.26	1,805.25
Junior High	241.49	550.95	1,278.47	3,283.53	4,222.67	3,197.52	2,510.40	961.55	159.99	261.28	180.92	92.96	16,941.71
Travis	181.19	403.37	1,339.50	3,160.76	4,000.28	3,391.25	2,571.19	853.66	69.12	231.18	201.06	174.75	16,577.31
Houston	191.14	284.22	881.11	2,365.71	2,912.38	2,286.74	1,857.70	668.57	59.68	209.10	190.27	163.10	12,069.72
Lamar	252.52	482.74	1,695.63	3,456.13	3,591.56	2,664.71	2,135.88	669.71	105.74	155.07	126.62	85.23	15,421.54
DSC	67.40	164.95	830.08	1,771.29	2,210.28	2,162.66	1,648.35	418.15	106.89	156.65	110.63	84.15	9,731.48
Transportation	75.68	200.57	427.34	1,170.85	2,180.86	1,786.57	1,281.68	386.59	26.63	119.39	105.24	80.26	7,841.66
<b>Total</b>	<b>1,713.86</b>	<b>2,765.65</b>	<b>8,250.63</b>	<b>19,661.42</b>	<b>26,308.39</b>	<b>21,698.22</b>	<b>16,689.09</b>	<b>5,494.49</b>	<b>865.47</b>	<b>1,503.84</b>	<b>1,300.06</b>	<b>1,003.13</b>	<b>107,252.25</b>

2019-2020	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	464.81	625.18	1,526.98	7,010.89	4,466.58	3,507.60	1,946.76	788.08	563.32	280.27	189.71	492.62	27,568.57
MW Academy	80.26	81.62	116.46	296.18	224.72	186.79	122.41	50.13	81.26	80.26	77.72	78.79	1,476.60
Junior High	142.74	221.36	580.81	3,433.80	2,852.83	2,116.85	656.97	347.04	227.84	195.09	194.24	260.13	11,229.70
Travis	192.36	223.34	616.99	4,662.23	3,111.89	2,707.19	1,530.91	391.33	211.76	180.41	176.79	177.97	14,183.17
Houston	219.09	247.48	526.45	2,964.78	1,801.49	1,516.39	724.71	316.08	183.32	172.28	156.63	171.71	9,000.41
Lamar	120.35	147.06	618.99	4,783.68	2,249.52	1,688.13	890.36	322.54	87.41	82.59	77.72	100.25	10,168.60
DSC	81.54	81.87	326.05	2,127.94	1,769.88	1,338.12	526.54	154.62	152.94	143.43	139.44	151.56	6,993.93
Transportation	81.54	82.33	382.81	1,852.51	1,294.77	975.09	533.94	141.70	100.51	103.67	91.96	91.64	5,732.47
<b>Total</b>	<b>1,382.69</b>	<b>1,710.24</b>	<b>4,695.54</b>	<b>27,132.01</b>	<b>16,771.68</b>	<b>14,036.16</b>	<b>6,932.60</b>	<b>1,723.44</b>	<b>1,045.04</b>	<b>957.73</b>	<b>914.50</b>	<b>1,060.99</b>	<b>78,362.62</b>

2020-2021	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	297.29	1,344.73	2,438.19	6,238.04	5,158.02	7,437.69	2,340.61	788.08	563.32	280.27	189.71	492.62	27,568.57
MW Academy	78.31	120.49	227.69	327.49	293.46	259.32	198.64	47.90	85.44	79.06	110.60	109.09	1,937.49
Junior High	193.28	747.38	1,588.53	2,981.87	2,951.05	3,649.25	1,644.94	555.17	433.29	279.07	303.14	392.59	15,719.56
Travis	179.08	769.96	2,049.26	4,396.13	3,417.63	4,215.44	1,359.11	410.30	271.24	172.89	232.25	277.88	17,751.17
Houston	179.67	566.94	1,334.29	2,138.18	2,486.13	3,011.99	1,230.02	373.02	270.14	199.87	260.62	296.60	12,347.47
Lamar	112.49	690.06	1,963.33	4,220.46	3,392.19	4,754.40	1,037.44	327.64	188.96	112.64	107.78	151.42	17,058.81
DSC	113.90	495.28	1,135.52	2,109.58	2,474.40	2,972.82	665.70	219.11	196.57	168.17	199.58	204.40	10,955.03
Transportation	113.63	572.83	1,248.58	1,636.42	1,547.22	1,437.43	624.59	387.95	175.24	104.70	127.81	128.04	8,104.44
<b>Total</b>	<b>1,267.65</b>	<b>5,307.67</b>	<b>11,985.39</b>	<b>24,048.17</b>	<b>21,720.10</b>	<b>27,738.34</b>	<b>9,101.05</b>	<b>3,109.17</b>	<b>2,184.20</b>	<b>1,396.67</b>	<b>1,531.49</b>	<b>2,052.64</b>	<b>111,442.54</b>

2021-2022	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
High School	293.89	1,007.48	2,358.19	7,490.34	7,750.28	8,307.96	3,800.23	6,344.93	562.20	423.69	189.71	492.62	38,839.19
MW Academy	109.33	113.06	138.11	252.67	322.42	364.83	245.82	89.06	109.77	111.44	111.44	111.44	1,856.51
Junior High	477.98	788.46	2,164.93	3,400.41	3,777.03	4,150.81	2,122.82	1,603.33	446.82	397.52	303.14	392.59	19,330.11
Travis	335.36	557.74	2,449.02	3,874.12	4,165.75	4,574.51	2,680.63	1,282.78					



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Minutes of the July 11, 2022 Regular Meeting, and July 18 Special Meeting of the Board

**RECOMMENDED ACTION:** It is recommended that the July 11, 2022 and July 18, 2022 minutes be approved as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** BE(LOCAL)

**OVERVIEW:**

Review and approve minutes from prior meeting(s) of the Board of Trustees

**FISCAL IMPACT:** N/A

**ATTACHMENTS:** Minutes

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 

**MINERAL WELLS INDEPENDENT SCHOOL DISTRICT  
MINERAL WELLS, TEXAS**

**SUBJECT:** Minutes of Workshop/Special Called Board Meeting  
**PLACE:** Boardroom/District Services Complex  
**DATE:** July 18, 2022  
**TIME:** 12:00 p.m.

**Board Members Present:** Greg Malone  
Sunny Lee, Vice President  
Brandon Hons  
Donna Henderson

**Board Members Absent:** Joe Ruelas  
Maria Jones, President  
Lauretta Poole

**Central Administrators Present:** David Tarver, Assistant Superintendent  
Natalie Griffin, Executive Director of Special Programs

**Call to Order/Establish Quorum:** The regular meeting was called to order at 12:12 p.m. by Sunny Lee, Vice President. Let the record show that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted.

**Public Comment** No one registered for Public Comment.

**Action Items:**  
**Discuss, Consider, and Take Any Necessary Action Regarding the Blissitte Quit Claim Deed** Brandon Hons moved and Donna Henderson seconded a motion to approve the Blissitte Quit Claim Deed. ***The motion passed 4-0.***

**Discuss, Consider, and Take Any Necessary Action Regarding the Recommendation to Contract with ABM for Custodial Services** Greg Malone moved and Brandon Hons seconded a motion to approve the Contract with ABM for Custodial Services. ***The motion passed 4-0.***

**Adjournment** Upon a motion by Greg Malone and seconded by Donna Henderson the meeting was adjourned at 12:17 p.m. ***The motion passed 4-0.***

\_\_\_\_\_  
Maria Jones, President

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Joe Ruelas, Secretary

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**MINERAL WELLS INDEPENDENT SCHOOL DISTRICT  
MINERAL WELLS, TEXAS**

**SUBJECT:** Minutes of Workshop/Regular Board Meeting  
**PLACE:** Boardroom/District Services Complex  
**DATE:** July 11, 2022  
**TIME:** 5:30 p.m.

**Board Members Present:** Greg Malone  
Lauretta Poole  
Brandon Hons  
Donna Henderson

**Board Members Absent:** Maria Jones, President  
Sunny Lee, Vice President  
Joe Ruelas

**Central Administrators Present:** David Tarver, Assistant Superintendent

**Call to Order/Establish Quorum:** The regular meeting was called to order at 5:30 p.m. by Donna Henderson. Let the record show that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted.

**Board Workshop/Dinner:** The Board workshop started at 5:30 p.m. and ended at 6:25 p.m. No action was taken during the workshop.

**Closed Session – Texas Government Code**  
**551.074:** The Board adjourned into closed session at 6:25 p.m. The closed session ended at 7:05 p.m. No action was taken in closed session.

**Open Session:** The Board reconvened in open session at 7:05 p.m.

**Prayer:** Donna Henderson opened the meeting with prayer.

**Pledges – U.S./Texas**  
**Flags:** The Board led the audience in the Pledges of Allegiance.

**Mission & Vision Statements:** Greg Malone read the Mission and Vision Statements.

**Public Comment** No one registered for Public Comment.

**President’s Report:** The board president was absent from the meeting, so there was no report. Donna Henderson reported that all board members present attended the Summer Leadership Institute.

**Superintendent's Report:**

**HR/Student Services Update**

Dr. Kuhn was absent from the meeting, so Mr. Tarver gave a quick update on the progress of going from a 5 day school week to a 4 day school week.

**Student Handbook and Employee Handbook**

Mr. Tarver went over some updates in the Student and Employee Handbooks.

**Maintenance Update**

Bobby Mori, Maintenance Director, introduced members of the new Janitorial Company. He gave an update on the installation of the new HVAC systems.

**Action Items:**

**Consent Agenda Items:**

- A. Monthly Financial Reports and Accounts Payable Listing**
- B. Water/Electricity/Gas Reports**
- C. Minutes of the June 13, 2022 Regular Meeting of the Board**

Greg Malone moved and Laretta Poole seconded a motion to approve the consent agenda items as presented. ***The motion carried 4-0. (copies attached)***

**FIRST READING: Local Update 119**

Mr. Tarver reviewed the Explanatory Notes for the new Local Update 119.

**Discuss, Consider, and Take Any Necessary Action Regarding the Revocation of Mineral Wells ISD Board of Trustees' Resolution Regarding Extension of Leave During Precautionary Exclusion Executed December 14, 2020**

Greg Malone moved, and Brandon Hons seconded a motion to approve the revocation of Mineral Wells ISD Board of Trustees' Resolution Regarding Extension of Leave During Precautionary Exclusion Executed December 14, 2020. ***The motion carried 4-0.***

**Discuss, Consider, and Take Any Necessary Action Regarding the 2022-2023 Student Code of Conduct**

Laretta Poole moved, and Greg Malone seconded a motion to approve the 2022-2023 Student Code of Conduct. ***The motion carried 4-0. (copies attached)***

**Discuss, Consider, and Take Any Necessary Action Regarding the 2022-2023 Compensation Plan**

Brandon Hons moved and Laretta Poole seconded a motion to approve the 2022-2023 Compensation Plan. ***The motion passed 4-0.***

**Discuss, Consider and Take Any Necessary Action Regarding the 2022-2023 Teacher Appraisal Calendar and the T-TESS Appraiser List**

Laretta Poole moved and Greg Malone seconded a motion to approve the 2022-2023 Teacher Appraisal Calendar and the T-TESS Appraiser List. ***The motion passed 4-0.***

**Discuss, Consider and Take Any Necessary Action Regarding Staff Computer Device Refresh**

Laretta Poole moved and Donna Henderson seconded a motion to approve the Staff Computer Device Refresh. 135 laptops will be purchased for High School and 30 desk tops will be purchased for Jr. High. ***The motion passed 4-0.***

**Discuss, Consider and Take Any Necessary Action Regarding Optional Flexible School Day**

Brandon Hons moved and Greg Malone seconded a motion to approve the Optional Flexible School Day. ***The motion passed 4-0.***

**Vote on Closed Session items**

No items to vote on.

**Calendars**

The Board was given calendars for the months of July and August 2022.

**Adjournment**

Upon a motion by Greg Malone and seconded by Brandon Hons the meeting was adjourned at 7:53 p.m. ***The motion passed 4-0.***

---

Maria Jones, President

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Joe Ruelas, Secretary

sc



**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take any Necessary Action Regarding the Leasor Crass, P.C. Proactive Legal Services & Retainer Program

**RECOMMENDED ACTION:** It is recommended that the Leasor Crass, P.C. Proactive Legal Services & Retainer Program be approved as presented

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** Board Policy BDD(LOCAL)

**OVERVIEW:**

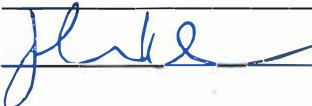
The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representatives in matters requiring legal services. Services to be performed and reasonable compensation to be paid by the Board shall be set forth in a written contract between the Board and the attorney or attorneys. In accordance with the written contract, individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when advice or information from the District's legal counsel is sought. Staff requests for legal advice from the District's legal Counsel shall be submitted through the Superintendent or designee. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

Board Policy BDD(LOCAL): Board Internal Organization - Attorney

**FISCAL IMPACT:** \$397.50

**ATTACHMENTS:** Proactive Legal Services & Retainer Program

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 



## LEASOR CRASS, P.C.

### PROACTIVE LEGAL SERVICES & RETAINER PROGRAM

The \_\_\_\_\_ Independent School District (hereinafter “District”), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Leasor Crass, PC (hereinafter “Law Firm”), to provide the services to the District set forth below.

1. **Telephone Consultation:** The Law Firm shall provide telephone consultation on routine matters at no charge to the District’s Trustees, Superintendent, Business Manager, Special Education Director, or any Superintendent designee pertaining to questions arising out of the operation of the District. District Trustees and staff shall have access to attorneys’ cell phone numbers and direct telephone numbers to enable access to the firm’s attorneys 24 hours a day, 7 days a week.
2. **Email Questions:** The Law Firm shall provide responses to email questions regarding routine matters at no charge to the District’s Trustees, Superintendent, Business Manager, Special Education Director, or any Superintendent designee pertaining to questions arising out of the general operation of the District. The District shall be provided a list of attorney email addresses for email access.
3. **Additional Legal Work:** The District shall be entitled to a reduced hourly rate for additional legal work over and above the routine general consultation described in paragraphs 1 and 2. Examples of such additional legal work include, but are not limited to, negotiation of contracts, grievances, personnel nonrenewal or terminations, review of construction documents, review and preparation for ARD and §504 meetings, litigation, administrative appeals, and specialized trainings. This includes research, the preparation of opinion letters and memorandum of law, and the provision of legal advice as well as the representation in adversarial matters. All time, including telephone calls, is charged at the hourly rates set forth below billable in six (6) minute increments, plus expenses and shall be charged and invoiced on a monthly basis. Files shall not be opened nor additional fees incurred by the District without express consent of the Board President, Superintendent or Superintendent’s designee to open a file on such matter.

#### Fees for Retainer Districts and Charter Schools

Shareholders	Partners/ Of Counsel	Sr. Associates	Associates	Law Clerks	Paralegals
\$285/hour	\$275/hour	\$250/hour	\$225/hour	\$140/hour	\$125/hour

4. **Access to Publications:** The Law Firm shall send information in the form of publications to designated District personnel and trustees on a routine bases relating to developments in school law. The content and publication schedule of such updates shall be determined by the Law Firm.

- 5. **School Board Trainings:** The Law Firm is approved by TEA to provide board training continuing education credits. Discounted rates will be provided to your District for the annual required school board training hours. Customized programs at special rates can be negotiated for your specific district.
- 6. **Administrator Recruitment:** Because of the vast networking opportunities available, combined with our many years of service, both as educators and school attorneys, we are in a unique position to assist the District in recruiting top candidates for your administrator positions. Firm members will assist the Superintendent/Human Resources Department in soliciting, contacting, or evaluating individuals for key administrator positions within your District at no charge to the District.
- 7. **District Trainings:** The Law Firm is approved by TEA to provide professional continuing education credits. Discounted rates will be provided to your District for training in the areas listed below. Customized programs at special rates can be negotiated for your specific district.
  - a) Documentation Training for Administrators
  - b) Special Education Training
  - c) §504 Training
  - d) Social Media Training
  - e) Bond Election Issues for Board Members and Administrators
  - f) Sexual Harassment Documentation Training
  - g) Title IX Training
  - h) Bullying Training
- 8. **Retainer Term and Cost:** There is an annual fee for this Retainer Agreement due no later than September 1<sup>st</sup> of each year. For the 2022-23 school year, Leasor Crass is reducing the rate for membership by half due to the difficult climate districts are facing this year. Failure to provide the annual retainer agreement and remit payment shall result in the non-retainer rates being charged and the inability to access the services of our programs. This Retainer Agreement shall remain in effect unless notice of cancellation is received in writing by Leasor Crass. The annual fee is based upon the District's total student enrollment as of the last day of school for the 2021-2022 school year and is as follows:

Student enrollment of <999 .....	<del>\$595.00</del>	\$297.50/annually
Student enrollment of 1000-2499.....	<del>\$695.00</del>	\$347.50/annually
Student enrollment of 2500-4999 .....	<del>\$795.00</del>	\$397.50/annually
Student enrollment of 5000-7499 .....	<del>\$895.00</del>	\$447.50/annually
Student enrollment of >7500 .....	<del>\$995.00</del>	\$497.50/annually
Charter Schools .....	<del>\$895.00</del>	\$447.50/annually
Special Education Cooperatives .....	<del>\$895.00</del>	\$447.50/annually

- 9. **Scope of Attorney-Client Relationship:** Membership in the Leasor Crass Proactive Legal Services & Retainer Program establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are requested by the District. Membership in the Proactive Legal Services & Retainer Program does not impose any duty upon the Law Firm to provide advice or legal services to the District regarding matters unless a specific request by the District's Board President, Superintendent or designee is made for specific advice. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustee or employee of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or

employee of the District, the Law Firm may require the execution of one or more separate letters of engagement prior to establishing an attorney-client relationship in the matter.


10. **Term of Agreement:** Upon the payment of the invoice and execution, this Agreement shall be effective immediately and shall renew annually on September 1<sup>st</sup> unless written notice of cancellation is received by Leasor Crass. Access to the publications shall become effective upon completion and return of the District Information Sheet included herein.

Effective this 8<sup>th</sup> day of August, 2022.

LEASOR CRASS, P.C.

Mineral Wells INDEPENDENT SCHOOL DISTRICT

By:   
Mike Leasor, Shareholder

By:   
MWISD, Superintendent

By:   
Rhonda Crass, Shareholder

ATTN: ACCOUNTING  
302 W. BROAD STREET  
MANSFIELD, TEXAS 76063



682.422.0009  
FAX 682.422.0008  
WWW.LEASORCRASS.COM

# LEASOR CRASS, P.C.

District: \_\_\_\_\_

Superintendent: \_\_\_\_\_

## RE: 2022-23 PROACTIVE LEGAL SERVICES & RETAINER PROGRAM

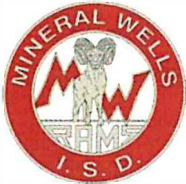
### YEARLY INVOICE

	AMOUNT	✓ ONE
Student enrollment of <999	\$297.50	
Student enrollment of 1000-2499	\$347.50	
Student enrollment of 2500-4999	\$397.50	
Student enrollment of 5000-7499	\$447.50	
Student enrollment of >7500	\$497.50	
Charter Schools	\$447.50	
Special Education Cooperatives	\$447.50	
Payment sent before September 1, 2022	-\$100.00	
TOTAL		

Enclosures required:

- Signed Agreement
- Information Sheet
- Payment





**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take any Necessary Action Regarding the Eichelbaum Wardell Hansen Powell & Munoz, P.C. Telephone Consultation Agreement

**RECOMMENDED ACTION:** It is recommended that the Eichelbaum Wardell Hansen Powell & Munoz, P.C. Telephone Consultation Agreement be approved as presented

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** Board Policy BDD(LOCAL)

**OVERVIEW:**

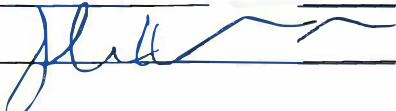
The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representatives in matters requiring legal services. Services to be performed and reasonable compensation to be paid by the Board shall be set forth in a written contract between the Board and the attorney or attorneys. In accordance with the written contract, individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when advice or information from the District's legal counsel is sought. Staff requests for legal advice from the District's legal Counsel shall be submitted through the Superintendent or designee. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

Board Policy BDD(LOCAL): Board Internal Organization - Attorney

**FISCAL IMPACT:** \$750.00

**ATTACHMENTS:** Telephone Consultation Agreement

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 

**Telephone Consultation Agreement Between**  
**Mineral Wells Independent School District**  
**and Eichelbaum Wardell**  
**Hansen Powell & Muñoz, P.C.**

It is agreed that Mineral Wells Independent School District (hereinafter called "District") and Eichelbaum Wardell Hansen Powell & Muñoz, P.C. (hereinafter called "FIRM"), or its successor firm or assignee, do hereby agree to have FIRM represent the District as its attorneys beginning September 1, 2022.


The District is a member of the Equity Center. The District will pay the one flat fee per year (September 1 through August 31) that entitles authorized district representatives to contact FIRM attorneys for telephone consultation. Representatives may call as often as they want and the district is not billed additional fees unless work is required beyond the initial .3 hour telephone call. This agreement also entitles the District to client alerts and "Board Minutes" publications (sent via email) and reduced hourly rates on legal work beyond the initial telephone call. If the District engages FIRM for legal matters in the future, the current agreed upon billing rates and costs for out of pocket expenses will apply to those matters, unless engaged under a separate agreement for those matters. FIRM fees, rates and cost information are outlined in the attached Exhibit A. FIRM will inform the District of any changes to Exhibit A in writing. Continued use of FIRM services by the district constitutes an agreement by the District to any change in rates. The District will be invoiced the annual flat fee each future September 1st while this agreement remains in effect. If the District drops its membership with the Equity Center, FIRM's standard fee will then be applied.

By virtue of execution of this agreement, an attorney-client relationship exists between FIRM and the District. The privilege extends to the board of trustees as a whole and those authorized representatives as designated by the District. Under the terms of this agreement, FIRM attorneys will communicate with the authorized representatives of the District. In so doing, the expectation is that the attorney-client privilege remains intact absent action by the board of trustees to waive the privilege. FIRM verifies it does not boycott Israel and will not boycott Israel during the term of the contract, pursuant to Tex. Gov't Code § 2270.

This Telephone Consultation Agreement binds the District, their administrators, trustees, successors, assigns and legal representative to FIRM and to the partners, successors, assigns and legal representatives of FIRM with respect to all covenants stated above or attached to as an exhibit. The District agrees that FIRM may relieve itself from the responsibility of performing further work and, therefore, may withdraw as counsel should the District fail to timely pay FIRM for any fees or expenses incurred in representation of the District in any matter.

If this letter correctly reflects the terms and conditions of our representation of the District, please indicate the Board's approval by your signature below, and return it to us.

Approval on this the 8<sup>th</sup> day of August 2022

  
Mineral Wells Independent School District

\_\_\_\_\_  
Managing Shareholder  
Eichelbaum Wardell  
Hansen Powell & Muñoz, P.C.

**EXHIBIT A**

**EICHELBAUM WARDELL  
HANSEN POWELL & MUÑOZ, P.C.  
TELEPHONE CONSULTATION AGREEMENT  
FEES, RATES, AND EXPENSES  
AS OF SEPTEMBER 1, 2022**

**FEES**

On each September 1, the District will be billed one flat fee of \$750, which entitles authorized District representatives to unlimited telephone advice on initial calls under .3 hours related to a single matter.

**RATES**

For any work conducted on a matter beyond the initial telephone call, the District will be charged the following reduced hourly rates:

\$310 for Senior Shareholders (20+ Years of Practice);  
\$280 for Shareholders and Of Counsel  
\$260 for Senior Associates  
\$250 for Associates  
\$200 for Attorneys Pending Licensure and  
\$125 for Law Clerks and/or Paralegals.

**EXPENSES**

In addition to fees for legal services, statements will include other charges for expenses and services incurred in relation to providing legal services.

Copying and Printing	\$.15 per page for black & white copies \$.50 per page for color copies
Delivery charges, Long Distance Charges, Long Distance Cellular, Postage, Electronic Research and	Actual cost
Mileage	IRS standard rate
Court Reporters and other Outside Vendor Fees	Actual cost <i>Invoices for such services will be sent to the District for direct payment by the District to the vendor involved.</i>



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/2022

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, consider, and take any necessary action regarding the 2022-2023 sports broadcast agreement between Mineral Wells ISD and For the Love of the Game Broadcasting, LLC

**RECOMMENDED ACTION:** Approve the broadcast agreement.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** Section 868, UIL C&CR

**OVERVIEW:**

At no cost to district, For the Love of the Game Broadcasting, LLC, will broadcast Ram football games on the internet. For the Love of the Game Broadcasting will be responsible for all necessary broadcasting equipment and for employeeding broadcasting personnel. MWISD will provide space in the press box for them.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Broadcast agreement

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent's Office

**DEPARTMENT SIGNATURE/APPROVAL:** 

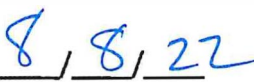
# For The Love Of The Game Broadcasting, LLC



## 2022-2023 SPORTS BROADCAST AGREEMENT

I, John Kuhn, Superintendent of the Mineral Wells Independent School District, hereby give For The Love Of The Game Broadcasting, LLC to have first right to broadcast any and all Mineral Wells Football live on our online website ftlgradio.com. These broadcasts will be done at no expense to the ISD.

  
\_\_\_\_\_  
John Kuhn, Superintendent

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Slavens, For The Love Of The Game Broadcasting, LLC

\_\_\_\_\_  
Date



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take Any Necessary Action Regarding the Resolution of Palo Pinto County Extracurricular Status of 4-H Organization/Adjunct Faculty Appointment

**RECOMMENDED ACTION:** It is recommended that the Resolutions of Palo Pinto County Extracurricular Status of 4-H Organization/Adjunct Faculty Appointment be approved as presented

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** TAC 76.1

**OVERVIEW:**


An extracurricular activity is an activity sponsored by the University Interscholastic League (UIL), the school district board of trustees, or an organization sanctioned by resolution of the board of trustees. The activity is not necessarily directly related to instruction of the essential knowledge and skills but may have an indirect relation to some areas of the curriculum. Extracurricular activities include, but are not limited to, public performances, contests, demonstrations, displays, and club activities, with the exception of public performances.

Texas Administrative Code, Title 19, Part I Chapter 76. Extracurricular Activities  
Statutory Authority: The provisions of this Chapter 76 issued under the Texas Education Code 7.102(b) (28) and 33.081, unless otherwise noted.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:** Resolutions of Palo Pinto County Extracurricular Status of 4-H Organization/Adjunct Faculty Appointment

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 

Palo Pinto County Office

July 18, 2022

Dr. John Kuhn  
Superintendent  
Mineral Wells ISD  
906 S.W. 5<sup>th</sup> Ave.  
Mineral Wells, TX 76067

Dear Dr. Kuhn,

On behalf of the 4-H members of Palo Pinto County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We also request that we be recognized as adjunct staff members and to count students participating in 4-H/Extension educational activities in attendance.

The enclosed resolutions should be presented for consideration at the next scheduled meeting of the Board of Trustees of the Mineral Wells Independent School District. We further request that questions regarding these resolutions be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

Finally, we request that a signed copy of both resolutions, along with a copy of the minutes of the Board meeting, be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request and for your continued support of the 4-H program in Palo Pinto County.

Sincerely,



Jason Westbrook  
County Extension Agent -  
Agriculture & Natural Resources  
Palo Pinto County



Lynette Babcock  
County Extension Agent -  
Family & Community Health  
Palo Pinto County

Enclosures

Texas A&M Agrilife Extension Service - Palo Pinto County Office  
221 S. 5<sup>th</sup> Avenue • P.O. Box 130 • Palo Pinto, Texas 76484

Telephone: 940.659.1228 • Fax: 940.659.2655 • Website: [palopinto.agrilife.org](http://palopinto.agrilife.org) • Email: [palopint@ag.tamu.edu](mailto:palopint@ag.tamu.edu)

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

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the  
**Mineral Wells Independent School District**

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Palo Pinto County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

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

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

Approved this 8<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
*(For the Board of Trustees)*

\_\_\_\_\_  
*(Superintendent)*

**RESOLUTION**  
ADJUNCT FACULTY APPOINTMENT

PALO PINTO COUNTY 4-H  
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Adjunct faculty status is granted to all members of the current county Extension faculty, who meet the eligibility requirements for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree. The county Extension staff will annually provide a current list of adjunct faculty to the appropriate officials on or before request of completion of Declaration of Eligibility Forms. If the faculty changes, the list shall be edited by the county Extension staff and forwarded to the appropriate officials. This appointment is subject to the following conditions and provisions of such appointment, to wit:

1. Adjunct faculty member will receive no compensation, salary, or remuneration from Mineral Wells ISD.
2. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
3. Adjunct faculty member shall be under the direction of the District 3 Extension Administrator.
4. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any or all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty members 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 member 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. Adjunct faculty member 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 Palo Pinto County Extension Agents who have been herein designated as an adjunct faculty member.

This appointment is made by the Mineral Wells Independent School District by and through the action of the Board of Trustees of said District for the benefit of allowing voluntary student participation in programs conducted by Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(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 Palo Pinto County Extension Agents (Extension employees) 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 the Mineral Wells Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

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*(For the Board of Trustees)*

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*(Superintendent)*

## ADJUNCT FACULTY APPOINTMENT

Palo Pinto County requests adjunct staff member status for the county Extension agents for the school year 2022-2023. The following faculty members are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree.

Name	Title	Degrees
Jason Westbrook	County Extension Agent <i>Agriculture &amp; Natural Resources</i>	Master of Science, Teaching Agricultural Education Tarleton State University 1993  Bachelor of Science, General Agriculture Tarleton State University 1992
Lynette Babcock	County Extension Agent <i>Family &amp; Community Health</i>	Master of Science, Agriculture Science Texas A&M University – Kingsville August 2010  Bachelor of Science, Human Development & Family Studies Texas Tech University December 1992



**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take Any Necessary Action Regarding the School Resource Officer Program Agreement and the First and Second Amendments to the Agreement between the City of Mineral Wells and MWISD for the 2022-2023 School Year

**RECOMMENDED ACTION:** It is recommended that the School Resource Officer Program Agreement and the First and Second Amendments to the Agreement between the City of Mineral Wells and MWISD for the 2022-2023 School Year be approved as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** CK(LOCAL); CKE(LEGAL); CKE(LOCAL)

**OVERVIEW:**

MWISD wishes to enter into a School Resource Officer Program Interlocal Assistance Agreement with the City of Mineral Wells for the purpose of continuing said Program.

**FISCAL IMPACT:** \$93,270.20

**ATTACHMENTS:** SRO Program Agreement, First and Second Amendments to SRO Program

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 

STATE OF TEXAS           §  
                                          §  
COUNTY OF PALO PINTO   §

**SCHOOL RESOURCE OFFICER PROGRAM**

**MADE** this \_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Mineral Wells, Texas, a municipal corporation, (hereinafter referred to as “City”) and the Mineral Wells Independent School District (hereinafter referred to as “District”).

**WHEREAS**, the governing bodies of City and District have recognized the continuing need for a School Resource Officer Program in the City of Mineral Wells, Texas;

**WHEREAS**, City and District have agreed to jointly participate in the School Resource Officer Program for the Mineral Wells Independent School District (MWISD) for the fiscal year from September 1, 2022, through August 31, 2023.

**NOW, THEREFORE**, IN CONSIDERATION OF THE PREMISES, IT IS MUTALLY AGREED BETWEEN City and District as follows:

1. City will provide one (1) full-time Police Officer to be designated as the School Resource Officer. When performing service hereunder, such Police Officer shall at all times be an employee of the City.
2. District will provide office space for the School Resource Officer at the Mineral Wells High School. Costs of travel, training and supplies, related to the School Resource Officer Program, shall be paid by District. City will provide a vehicle for the officer and pay for any related expenses, as well as any uniform costs and longevity pay due the officer.
3. The School Resource Officer shall be under the general supervision / coordination of job assignments of the Mineral Wells I.S.D. Superintendent or designee.
4. The School Resource Officer shall complete initial offense reports/supplements or calls for service involving District and conduct follow-up investigations, as required. As directed, the Officer shall provide school security, enforce traffic laws and ordinances, conduct evidence searches and seizures, patrol school parking lots, check buildings for physical security and perform other related tasks, as required.
5. The School Resource Officer shall be assigned and focus their full attention to the District; however, the Officer may be assigned other duties by the Mineral Wells Police Department during those periods when school is not in session.

6. The budgeted expenses for the MWHS Resource Officer Program and the services to be provided hereunder are \$93,270 as itemized in the MWHS-SRO Budget attached hereto. City shall pay all of the personal service expenses as they are incurred and District shall reimburse the City for them on a quarterly basis. Each quarterly reimbursement shall be in the amount of \$23,318 that shall be due and payable within 30 days after the end of each quarter.
7. The last month of each quarter, for purposes of this Agreement, are November 2022, and February, May, and August 2023. In the event the actual expenses for the School Resource Officer Program are different than the budgeted amount, then it is agreed that the last quarter payment due from the District shall be adjusted to reflect the cost of the personal service expenses of the program.
8. City agrees to provide one (1) additional full-time Police Officer to be as a designated School Resource Officer at City's sole expense. City further agrees to provide one (1) part-time Police Officer, as available, to be designated as a part-time School Resource Officer at City's sole expense, pursuant to the provisions of Item 9 below. When performing service hereunder, said Police Officer(s) shall at all times be an employee(s) of the City. Part-time Police Officers are specifically limited to not more than 20 hours of work per week per officer and an absolute maximum of 990 work hours per year per officer.
9. In accordance with the First and Second Amendments to the original agreement between the parties and as agreed upon by both governing bodies for the City and the District, the City further agrees to provide up to two (2) additional part-time Police Officers to be as a designated part-time School Resource Officer(s). Each additional part-time School Resource Officer shall be at the District's expense. When performing service hereunder, said part-time Police Officer(s) shall at all times be employee(s) of the City. The budgeted expenses per part-time Police Officer and the services to be provided hereunder are \$32,842 per officer as itemized in the MWISD-PTSRO Budget attached hereto. City shall pay all of the personal service expenses as they are incurred and District shall reimburse the City for them on a quarterly basis. Each quarterly reimbursement shall be in the amount of \$8,211 per officer that shall be due and payable within 30 days after the end of each quarter. Part-time Police Officers are specifically limited to not more than 20 hours of work per week per officer and an absolute maximum of 990 work hours per year per officer.

**EXECUTED** the date and year first above written and effective from September 1, 2022 through August 31, 2023.

**ATTEST:**

**CITY OF MINERAL WELLS, TEXAS**

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Peggy Clifton, City Clerk

---

Dean A. Sullivan, City Manager

**MINERAL WELLS INDEPENDENT  
SCHOOL DISTRICT**

---

John Kuhn, Superintendent

**SCHOOL RESOURCE OFFICER  
MINERAL WELLS HIGH SCHOOL  
2022-2023 BUDGET**

5100	Salaries	\$	58,903
5101	Overtime - 48 Hours		2,036
5103	Social Security		5,148
5104	Group Insurance		9,255
5105	Employee Retirement		6,043
5106	Worker's Compensation		2,263
5107	Uniform Allowance		-
5109	Physicals		-
5111	Longevity		2,760
5113	Certification		3,600
<b>TOTAL PERSONAL SERVICES</b>		<b>\$</b>	<b>90,008.20</b>
5408	Vehicle Maintenance	\$	-
5414	Radio Maintenance		-
<b>TOTAL PURCHASED PROPERTY SERVICES</b>		<b>\$</b>	<b>-</b>
5506	Professional Travel and Training	\$	3,262
<b>TOTAL MAINTENANCE</b>		<b>\$</b>	<b>3,262.00</b>
5642	Gas & Oil	\$	-
5626	Operating Supplies		-
<b>TOTAL SUPPLIES</b>		<b>\$</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>		<b>\$</b>	<b>93,270.20</b>

Professional Travel & Training and school related operating supplies are provided by M.W.I.S.D.

FULL TIME SRO COST to District: \$93,270.20

**SCHOOL RESOURCE OFFICER (Part-time)**  
**MINERAL WELLS ISD**  
**2022-2023 BUDGET**

5100	Salaries - 20 hours/wk @ 990 hours/yr	\$	29,700
5101	Overtime		-
5103	Social Security		-
5104	Group Insurance		-
5105	Employee Retirement		-
5106	Worker's Compensation		-
5107	Uniform Allowance		-
5109	Physicals		-
5111	Longevity		-
5113	Certification		-
<b>TOTAL PERSONAL SERVICES</b>			<b>\$29,700.00</b>
5408	Vehicle Maintenance	\$	-
5414	Radio Maintenance		-
<b>TOTAL PURCHASED PROPERTY SERVICES</b>			<b>\$ -</b>
5506	Professional Travel and Training	\$	3,142
<b>TOTAL MAINTENANCE</b>			<b>\$ 3,142.00</b>
5642	Gas & Oil	\$	-
5626	Operating Supplies		-
<b>TOTAL SUPPLIES</b>			<b>\$ -</b>
<b>TOTAL EXPENDITURES</b>			<b>\$32,842.00</b>

Professional Travel & Training and school related operating supplies are provided by M.W.I.S.D.

PART-TIME SRO COST: \$32,842 per officer  
Proposed FY 22/23 PTSRO cost to District: \$65,684

TOTAL SRO PROGRAM COST TO DISTRICT for FY22/23: \$158,954.20



**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take Any Necessary Action Regarding the Approval of Memorandum of Understanding for Facility Use Program between the City of Mineral Wells and Mineral Wells ISD.

**RECOMMENDED ACTION:** It is recommended that the Memorandum of Understanding for Facility Use Program between the City of Mineral wells and Mineral Wells ISD be approved as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** GRB(LLEGAL)

**OVERVIEW:**

In order to provide required regular training for school guardians who have been approved by the MWISD Board of Trustees, MWISD will enter in an Agreement with the City of Mineral Wells ISD be approved as presented.

**FISCAL IMPACT:** Approx \$500 - \$1000 per year, on average

**ATTACHMENTS:** MOU

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 

**Memorandum of Understanding for Facility Use Program**  
**Between**  
**The City of Mineral Wells**  
**And**  
**The Mineral Wells Independent School District**

The purpose of this document is to establish a Facility Use Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have a shared understanding of the goals of the Mineral Wells ISD Guardian Program;

The parties agree that an effective Guardian Program is grounded on the premise that the teachers selected to be a part of that program are properly trained in the use of firearms and crisis management;

To ensure that District employees chosen to be a part of the Guardian Program receive the necessary support and training to ensure a safe school environment, while respecting the rights of students and improving the overall school climate, the City has agreed, through its Police Department, to provide the use of the shooting range facility; and,

The parties agree that this training fosters the relationship and assists the parties in the management of a crisis situation.

**The signatories agree to the following:**

**Role of the Mineral Wells Police Department**  
**Within the Context of the Mineral Wells ISD Guardian Program**

1. The mission of the Facility Use Program is to improve school safety and the educational climate at the school.
2. The Police Department will provide the use of the shooting range facility to District employees who are eligible for authorization to possess a firearm on District property. These employees shall be provided time at the shooting range facility for firing practice.
3. The Police Department will furnish a shooting range for the completion of the required one-hundred (100) rounds of firearm training every other month.

**Role of Mineral Wells ISD**  
**Within the Context of the Mineral Wells ISD Guardian Program**

1. The District will have the sole responsibility for the selection of District officials participating in the Guardian Program in accordance with District policies and procedures.
2. The District will ensure the officials it selects for participating in the Guardian Program complete any other training deemed necessary by the District and in compliance with State law.

3. The District will be responsible for determining when a District employee has successfully completed the training.
4. District will ensure the officials it selects for participating in the Guardian Program complete the required one-hundred (100) rounds of firearm training every other month.

### **Structure and Funding for the Facility Use Program**

1. The City, through its Police Department, agrees to allow the District, as related to its Guardian Program, the use of the Mineral Wells Police Department Weapons Range.
2. District officials designated to participate in the Guardian Program agree to abide by and follow all rules and procedures established by the Mineral Wells Police Department, as determined by the Range Master, at the weapons range. Failure to abide by rules and procedures established by the City may result in removal of any employee or representative of the District from the weapons range.
3. The District agrees to scheduling use of the City's weapons range during mutually agreeable times and dates.
4. The District agrees that its use of the City's weapons range shall be restricted to and solely for the purpose of training as related to the District's Guardian Program, in compliance with State law.
5. In consideration for the use of the City's weapon range, the District agrees to provide proportionate assistance with the upkeep of the weapons range, replenishment of City supplies used by District officials during Guardian Program training at the weapons range, and any other assistance deemed in the mutual best interest of the Parties, as needed.

### **Liability**

1. No liability will arise or be assumed between the Parties as a result of this Memorandum.
2. The Parties agree that neither Party shall waive any of the immunities provided to it as a governmental entity.

### **Confidentiality**

1. The District and the City, through its Police Department, (together, the "Parties") agree that during the term of this Agreement being entered into herein, unless the other party has consented, or unless required by law, or a court or agency of the government, the Parties will not reveal or disclose any Confidential Information of the other party to any third party, except to utilize such Confidential Information in a manner consistent with this Agreement in connection with the provision of services, and then only to those persons who are under obligations of confidentiality similar to those set forth herein.
2. The term "Confidential Information" means (1) personally identifiable information of the

employees or officials selected to participate in the Guardian Program or (ii) material, nonpublic information about the Parties.

3. To the extent that either party discloses Confidential Information of the other party to its agents, affiliates, representatives, and employees in a manner consistent with the first sentence of the foregoing paragraph, the Parties agree that such disclosing party will be responsible for a breach of this section by its agents, affiliates, representatives, and employees.
4. Following the termination of this Agreement, all such Confidential Information in either party's possession will be promptly returned to the other party at the other party's request. Notwithstanding this requirement, the Parties shall be entitled to retain copies of Confidential Information to the extent that they are required to do so by law, statute or regulation.

#### **Duration**

1. This memorandum of understanding shall become effective immediately upon execution by signature and remain effective until August 31, 2023, whereupon it must be reviewed annually by all signatories or their successors before being renewed.
2. A signatory may terminate this memorandum of understanding by serving written notice to all other signatories at least thirty (30) days in advance of such termination.

#### **ACCEPTED BY MINERAL WELLS ISD:**

\_\_\_\_\_  
John Kuhn, Superintendent

\_\_\_\_\_  
Date

#### **ACCEPTED BY THE CITY OF MINERAL WELLS:**

\_\_\_\_\_  
Dean A. Sullivan, City Manager

\_\_\_\_\_  
Date



**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider and Take Any Necessary Action Regarding Approval of Interlocal Agreement for Emergency Medical Services

**RECOMMENDED ACTION:** It is recommended that the Interlocal Agreement for Emergency Medical Services be approved as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** Board Policy FM(LEGAL); UIL Constitution & Rules (C&CR), Contest - Subchapter C, Section 1208

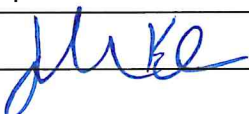
**OVERVIEW:**

MWISD and the City of Mineral Wells propose to enter into an agreement wherein, for fair compensation by MWISD, the City of Mineral Wells provides two Emergency Medical Technicians and one ambulance at home football games and certain other events, pursuant to provisions stipulated in the attached agreement.

**FISCAL IMPACT:** \$50/hour/event with 3 hour minimum

**ATTACHMENTS:** Interlocal Agreement for Emergency Medical Services

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 

STATE OF TEXAS §

COUNTY OF PALO PINTO §

INTERLOCAL AGREEMENT FOR  
EMERGENCY MEDICAL SERVICES

Pursuant to V.T.C.A., Government Code §§791.001 et seq. (the "Act") the City of Mineral Wells, Texas, ("CITY"), and the Mineral Wells Independent School District ("MWISD"), each being a unit of "Local Government" as defined by the Act, make and enter into this Agreement for the purposes and consideration as set out below.

WITNESSETH:

WHEREAS, MWISD desires the Fire Department of CITY and CITY EMTs to assist MWISD in maintaining a safe environment for MWISD sponsored sporting events and activities; and

WHEREAS, CITY has EMTs in its employ capable of providing MWISD emergency medical services; and

WHEREAS, the MWISD Board of Trustees has found, and hereby declares, it is in need of emergency medical services to protect the safety and welfare of its student athletes at MWISD sponsored sporting events and activities; and

WHEREAS, the MWISD Board of Trustees desires to utilize the emergency medical services and personnel of CITY for those functions and purposes; and

WHEREAS, the CITY desires to provide MWISD the required emergency medical services;

**NOW, THEREFORE,** in consideration of the premises and of the terms,

provisions, and mutual provisions herein contained, CITY and MWISD hereby agree as follows:

**I.**

**Purpose**

1.01 The primary purpose of this Agreement is for MWISD to secure emergency medical services to protect the safety and welfare of MWISD students at MWISD sponsored sporting events and activities.

**II.**

**Services and Obligations of City**

The CITY, through CITY EMTs, shall provide MWISD the following services and related activities:

**Emergency Medical Services**

2.1 Beginning August 12, 2022, two (2) Emergency Medical Technicians (EMTs) and an ambulance will be provided by CITY for emergency medical services at MWISD football games for 2022 and other extra school-related events as requested by the ISD during the school year. [*See Attachment A: Mineral Wells ISD Stadium Ambulance Service Schedule for regular season games*].

2.2 For extra school-related events, CITY EMTs and ambulance will be provided subject to availability of CITY EMTs and scheduling.

**III.**

**Qualifications**

Any EMT assigned by CITY Fire Department shall have the following qualifications:

3.1 Must continuously satisfy all minimum standards for EMTs established from time to time by the Texas Department of State Health Services and additional standards, if any, of CITY Fire Department.

3.2 Must have passed a criminal background check in accordance with Section 22.083 of the Texas Education Code.

3.3 Initial selection and assignment of the EMTs will be by CITY's Fire Department.

#### **IV.**

##### **Employees of the City**

4.1 All EMTs furnished by CITY will be employees of CITY and will at all times be subject to the supervision and control of the CITY's Fire Chief or his designee and shall be responsible to the Fire Chief or his designee.

4.2 All EMTs and ambulance furnished by CITY have the protection of CITY as their primary responsibility. Therefore, at any time when staffing requirements demand more personnel for protection of CITY, all or a portion of the EMTs and/or the ambulance may be removed from games for a temporary period until those EMTs and/or ambulance are no longer required for the reasonable protection of CITY.

4.3 The supervisory personnel of the EMTs who are responsible for their direct supervision shall be available at all reasonable times to report to and confer with designated officials of MWISD.

#### **V.**

##### **Services and Obligations of MWISD**

MWISD shall fulfill the following obligations in return for the CITY's performance of the foregoing services:

5.1 The CITY shall invoice MWISD and MWISD shall pay the City a fee of \$50 per hour for the use of a CITY Fire Department ambulance and the contracted services of two (2) EMTs, to be charged a minimum of three (3) hours per event, exclusive of the total time the ambulance is on standby at the event. Both governing bodies of the respective parties find this fair compensation for services performed. Within 30 days of receipt of invoice from City, MWISD shall deliver payment to:

P.O. Box 460  
Mineral Wells,  
TX 76068

5.2 Payments for the above described governmental services must be made from current revenues available to the school district.

5.3 In the event the CITY ambulance and EMTs are removed from service at an MWISD location or function due to the provision set forth in section 4.2 and a replacement apparatus with EMT compliment is unavailable on scene, the MWISD will not be required to compensate the CITY for the affected EMTs or ambulance.

## **VI.**

### **Term**

6.1 The term of this Agreement shall commence on August 19, 2022, and shall continue for the 2022 football season including any extended play and playoff games.

6.2 Either party may terminate the Agreement by giving 30 days written notice and the Agreement shall terminate on the date set out in the notice. Termination of this Agreement shall not excuse any of the payments due for services provided during the term in which the notice of termination was given. For example, if the Agreement terminates on September 5<sup>th</sup>, the payment for services provided on September 5<sup>th</sup> still must be paid.

## **VII.**

### **Notices and Administration**

7.1 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing:

If intended for CITY, to:

FIRE CHIEF

City of Mineral Wells

P.O. Box 460

Mineral Wells, TX

76086

If intended for MWISD, to:

SUPERINTENDENT OF SCHOOLS

Mineral Wells Independent School District

906 SW 5<sup>th</sup> Ave.

Mineral Wells, TX 76067

## VIII.

### **Miscellaneous Provisions**

8.1 VENUE: The obligations of the parties are performable in Mineral Wells, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in PALO PINTO County, Texas.

8.2 APPLICABLE LAW: This Agreement is made subject to the provisions of the Charter and Ordinances of CITY, as amended, enacted written Policies of MWISD's Board of Trustees, as amended, and all applicable State and Federal laws.

8.3 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.4 LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.5 CAPTIONS: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

8.6 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.7 ENTIRE AGREEMENT: This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

8.9 PAYMENT: All payments to the Mineral Wells Fire/EMS shall be invoiced through and made to the City of Mineral Wells.

**EXECUTED** the date and year first above written and effective from August \_\_\_\_\_, 2022.

**ATTEST:**

**CITY OF MINERAL WELLS, TEXAS**

\_\_\_\_\_  
Peggy Clifton, City Clerk

\_\_\_\_\_  
Dean A. Sullivan, City Manager

**MINERAL WELLS INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
John Kuhn, Superintendent

ATTACHMENT A

MINERAL WELLS  
ISD AMBULANCE  
SERVICE

DAY      MONTH      DAY      ARRIVE      DEPART (APPROX.)

# 2022 MINERAL WELLS HS VARSITY FOOTBALL SCHEDULE

DATE	OPPONENT	TIME	LOCATION
8/12	BRIDGEPORT (SCR)	5:30/7:30	RAM STADIUM
8/18	BRECKENRIDGE (SCR)	5:00/7:00	BRECKENRIDGE HS
8/26	CASTLEBERRY	7:30	RAM STADIUM
9/1	WESTERN HILLS	7:00	CLARK STADIUM (THURSDAY!)
9/9	BENBROOK	7:30	RAM STADIUM***
9/16	SANGER	7:30	SANGER HS
9/23	GRAHAM	7:00	GRAHAM HS
9/30	GATESVILLE	7:00	RAM STADIUM
10/7	WHICHITA FALLS	7:00	RAM STADIUM+
10/14	SPRINGTOWN	7:00	SPRINGTOWN HS+
10/21	BYE WEEK	-----	-----
10/28	DECATUR	7:00	RAM STADIUM**+
11/4	BURKBURNETT	7:00	BURKBURNETT HS+

\*\*\*HOMECOMING\*\*\*

\*\*SENIOR NIGHT\*\*

+DISTRICT GAME+

## 2022 MINERAL WELLS HS SUBVARSITY FOOTBALL SCHEDULE

DATE	OPPONENT	TIME	LOCATION
8/12	BRIDGEPORT (SCR)	5:30	RAM STADIUM
8/18	BRECKENRIDGE (SCR)	5:00	BUCKAROO STADIUM
8/25	CASTLEBERRY	5:00/6:30	CASTLEBERRY HS
8/31	WESTERN HILLS	5:00/6:30	RAM STADIUM (WEDNESDAY!)
9/8	BENBROOK	5:00/6:30	BENBROOK HS
9/15	SANGER	5:00/6:30	RAM STADIUM
9/22	GRAHAM	5:00/6:30	RAM STADIUM
9/29	GATESVILLE	5:00/6:30	GATESVILLE HS
10/6	WICHITA FALLS	5:00/6:30	WICHITA FALLS HS+
10/13	SPRINGTOWN	5:00/6:30	RAM STADIUM+
10/20	BYE WEEK	-----	-----
10/27	DECATUR	5:00/6:30	DECATUR HS+
11/3	BURKBURNETT	5:00/6:30	RAM STADIUM+

+DISTRICT GAME+



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: August 8, 2022

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, consider, and take any necessary action regarding the review of the MWISD professional development policy.

**RECOMMENDED ACTION:** It is recommended to approve the professional development requirements as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):**

**OVERVIEW:**

SB 1267 requires the school board to annually review the clearinghouse and adopt a professional development policy that must:

- Be guided by SBEC clearinghouse training recommendations.
- Note any differences in the professional development policy from the clearinghouse recommendations.
- Include a schedule of all training required for educators or other school personnel.

Attached pages 1-3 show the State Board for Educator Certification Clearinghouse of required courses as of July 2022. We will complete all of the courses in addition to our Compliance Bundle courses listed on page 4.

**FISCAL IMPACT:** ADA - Operational Expenses

**ATTACHMENTS:** \_\_\_\_\_

**DEPARTMENT(S) SUBMITTING FORM:** Curriculum, Instruction, & Assessment

**DEPARTMENT SIGNATURE/APPROVAL:**

## Clearinghouse

**Continuing Education and Training Clearinghouse Purpose:** The Clearinghouse includes best practices and industry recommendations for the frequency for training of educators and other school personnel.

**Professional Development Best Practices: [Effective Schools Framework](#)**

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	MWISD PD Date
1. <b>Suicide Prevention</b>	<ul style="list-style-type: none"> <li>• 21.451(d)(3)(A) and (d-1)(A) for the frequency and population, and (d-2) for the program/content</li> <li>• 21.451(d-1)(B) and 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers</li> <li>• 38.351(h) states school districts to provide suicide prevention training (minus elementary campuses if sufficient funding not available)</li> </ul>	<a href="#">Suicide Prevention, Intervention and Postvention</a>	School counselors, teachers, nurses, administrators, and other staff as well as law enforcement officers and social workers who regularly interact with students.	Compliance Bundle: Due September 1, 2022
2. <b>Strategies for establishing and maintaining positive relationships among students, including conflict resolution</b>	<ul style="list-style-type: none"> <li>• 21.451(d)(3)(B) and (d-1)(A) for the frequency and population and (B) for the program/content</li> <li>• 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers</li> </ul>	<a href="#">Building Skills Related to Managing Emotions, Establishing and Maintaining Positive Relationships, and Responsible Decision-Making</a>	Teachers, school counselors, principals, and all other appropriate personnel.	Nov. 2022

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	MWISD PD Date
3. Preventing, identifying, responding to, and reporting incidents of bullying	<ul style="list-style-type: none"> <li>• 21.451(d)(3)(C) and (d-l)(A) for the frequency and population and (B) for the program/content</li> <li>• 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers</li> </ul>	<a href="#">Positive Youth Development Bullying and Cyberbullying</a>	Teachers, school counselors, principals, and all other appropriate personnel.	Compliance Bundle: Due September 1, 2022
4. Safety training program	<ul style="list-style-type: none"> <li>• 33.202(b) for the frequency and population and (c) for the certification of participants and the content.</li> <li>• (a) requires the UIL to develop the program</li> </ul>	<a href="#">UIL Safety Training</a>	Coaches, trainers, sponsors for an extracurricular activity, director responsible for school marching band.	Due Sept. 1, 2022
5. Increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children	<ul style="list-style-type: none"> <li>• 38.0041(c)(l)(A) for the frequency and (B) population. (2) for the program/content</li> <li>• 38.0041(a) requires each district and charter school to adopt a policy to be included in the district improvement plan and (b)(l) requires that policy to include methods using resources developed by the agency under 38.004.</li> <li>• 38.004 states that the agency shall develop and update a child abuse training program.</li> </ul>	<a href="#">Human Trafficking</a>	All employees <b>Part of new employee orientation.</b>	Compliance Bundle: Due September 1, 2022

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	MWISD PD Date
<p><b>6. Increasing awareness and implementation of trauma-informed care</b></p>	<ul style="list-style-type: none"> <li>• 38.036(c)(l)(B) and (C) for frequency, and 38.036(d) for population</li> <li>• 38.036(c)(l) and 38.351 state that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers</li> </ul>	<p><a href="#"><u>Grief Informed and Trauma Informed Training</u></a></p>	<p>All staff in the school district. <b>Part of new employee orientation.</b></p>	<p>Begins with Compliance Bundle and continues in January 2023.</p>
<p><b>7. Administration of an epinephrine auto-injector</b></p>	<ul style="list-style-type: none"> <li>• 38.210(b)(l) and (2) for program and format and (3) for frequency.</li> <li>• (a) states that if a district or charter school or private school adopts a policy under 38.208(a), they are responsible for the training, and points to (c) which states that the Health and Human Services Commission, with advice from the Texas Dept of State Health Services appointed committee in 38.207 (38.202 role and composition of the committee) which states that they advise on the training required, must develop rules regarding maintenance and administration of epinephrine injectors, and that the rules must state the amount of training required for school personnel. 38.210(b) also states specific training criteria</li> </ul>	<p><a href="#"><u>Epinephrine Auto-Injector Training</u></a></p>	<p>School personnel and volunteers who are authorized and trained.</p>	<p>Before the first day of school and on-going as needed.</p>

Compliance Trainings	Administrator Directors	Teachers Counselors Librarians Nurse	Campus Para Professional	DSC (Non-Admin)	Food Service	Maintenance	Technology	SPED Diagnosticians, Therapists, LSSP	Transportation
ADA Compliance for Online Content	X	X							
Anaphylaxis and Epinephrine Overview	X	X	X					X	
Bloodborne Pathogens	X	X	X	X	X	X	X	X	X
Bullying Prevention	X	X	X	X	X	X	X	X	X
Child Abuse, Trafficking, and Maltreatment	X	X	X	X	X	X	X	X	X
Copyright	X	X					X	X	
Diabetes Overview	X	X	X						X
FERPA	X	X	X	X	X	X	X	X	X
Mental Health Overview	X	X	X	X	X	X	X	X	X
Section 504 Introduction	X	X						X	
Seizures Overview	X	X	X	X	X	X	X	X	X
Sexual Harassment	X	X	X	X	X	X	X	X	X
Suicide Prevention and Intervention	X	X						X	
Teen Dating Violence and Abuse	X	X						X	
Texas Educator Code of Ethics	X	X	X	X	X	X	X	X	X
Title IX Overview	X	X	X	X	X	X	X	X	X



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/2022

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, consider, and take any necessary action regarding the adoption of Board Policy Update 119.

**RECOMMENDED ACTION:** Adopt Board Policy Update 119.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** BAA (LEGAL)

**OVERVIEW:**

Board Policy Update 119 includes a variety of updates to board policy related to legislation from the 87th Legislature, agency rule-making, and other possible actions taken at the state or federal level. Update 119 has policy updates related to staff professional development, records management, instruction, curriculum, special programs, and more. Update 119 was presented for first reading at the July 11, 2022, regular board meeting.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:** Explanatory Notes

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent's Office

**DEPARTMENT SIGNATURE/APPROVAL:** 

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Mineral Wells ISD

#### CPC(LOCAL)

#### OFFICE MANAGEMENT: RECORDS MANAGEMENT

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

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

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

#### DMA(LOCAL)

#### PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

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

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

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

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

#### EHAA(LOCAL)

#### BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

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

#### EHB(LOCAL)

#### CURRICULUM DESIGN: SPECIAL PROGRAMS

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

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

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Mineral Wells ISD

#### EHBAA(LOCAL)

#### SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

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

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

#### EHBB(LOCAL)

#### SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

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

#### EIF(LOCAL)

#### ACADEMIC ACHIEVEMENT: GRADUATION

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

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

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

#### FFBA(LOCAL)

#### CRISIS INTERVENTION: TRAUMA-INFORMED CARE

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

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

#### FFH(LOCAL)

#### STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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

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

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



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take any Necessary Action Regarding contract with MCST

**RECOMMENDED ACTION:** It is recommended that the board vote to approve the contract with MCST

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):**

**OVERVIEW:**

Mineral Wells ISD is now operating as an LEA and not SSA after the separation from the Palo Pinto County Shared Services Arrangement. All previous MOUs and contracts are now being updated to reflect the change. MCST serves as a billing agent for the school district to file and process claims to Medicaid for whom voluntary consent forms have been obtained for reimbursement of health care and/or related services provided by the school district's professionals to eligible students. The special education department and finance department are familiar with MCST's processes and would like to continue to contract with them.

SHARS reimbursements have a significant financial impact on our district.

**FISCAL IMPACT:** district pays MCST 5% of all proceeds received through Medicaid (SHARS) interim billing

**ATTACHMENTS:** Contract with MCST

**DEPARTMENT(S) SUBMITTING FORM:** Special Education Department

**DEPARTMENT SIGNATURE/APPROVAL:** Kendra Fowler Digitally signed by Kendra Fowler  
Date: 2022.08.03 09:01:09 -05'00'

June 01, 2022

Mineral Wells ISD  
Kendra Fowler  
906 SW Fifth Avenue  
Mineral Wells, Texas 76067

Dear Ms. Fowler:

Enclosed please find the new contracts for the School Health and Related Services (SHARS) program.

The contract period is for three (3) year, starting August 1, 2022 through July 31, 2025.

Please sign both contracts, retain one for your records and return one original to MCST in the enclosed return address envelope. MCST appreciates your loyalty as our client and we look forward to serving you in the future.

Should you have any questions, please do not hesitate to us a call at 1-800-235-4902.

Sincerely,



Gordon Harmon  
President, MCST

Enclosures

ad

**AGREEMENT BY AND BETWEEN**

\* **UNITED STATES OF AMERICA**

\*

Mineral Wells ISD

\*

and

\* **STATE OF TEXAS**

\*

**MEDICAID CLAIM SOLUTIONS OF TEXAS**

\*

**TARRANT COUNTY**

**THIS AGREEMENT** is made this 01 day of AUGUST, 2022, by and between the Mineral Wells ISD ISD/Co-op (hereinafter "School District"), a duly organized public body, and **Medicaid Claim Solutions of Texas, Inc.**, (hereinafter MCST), licensed to do business and doing business in the State of Texas. School District and MCST are referred to collectively as the "parties."

**WHEREAS**, the School District must assure that all children and youth within its jurisdiction who are handicapped, regardless of the severity of their handicap, and who are in need of special education and related services will be identified, located, evaluated and provided with a free, appropriate public education; and

**WHEREAS**, certain children and youth within the jurisdiction of the School District are recipients of or potential applicants for services within the contemplation of titles V and XIX of the Social Security Act; and

**WHEREAS**, the Individuals with Disabilities Education Act, 20 U.S.C. 1401 *et seq.*, may not be construed to permit a State to reduce medical and other assistance available or to alter eligibility under titles V and XIX of the Social Security Act with respect to the provision of a free appropriate public education for handicapped children nor limit the responsibility of agencies other than educational agencies in a State from providing or paying for some or all of the costs of a free appropriate education to be provided to handicapped children in the State; and

**WHEREAS**, nothing within the State or Federal law or regulations governing the education of handicapped children and youth, relieves in any way, any insurer, similar third party, or other public State or local agency from an otherwise valid obligation to provide, or to pay for services to which an exceptional child is entitled as a client or beneficiary under state or federal entitlement or laws, or under policies or contracts, nor is the use of insurance payments or private donations for use in the provision of a free, appropriate public education prohibited, provided that there is no threat of financial loss to the parents of the subject child occasioned by the utilization of available insurance coverage; and

**WHEREAS**, the State may use whatever State, local, Federal and private sources of support are available, provided that there is no threat of financial loss to the parents of the subject child occasioned by the utilization of available insurance coverage, to provide a free, appropriate public education, including joint agreements between agencies sharing the cost of those services. The parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter into the following Agreement:

## **I. TERM OF AGREEMENT**

**1.1 Term of Agreement.** The parties hereto hereby enter into this Agreement for three years.

**1.2 Termination of Agreement.** This Agreement may be terminated at any time by either party giving, not less than, sixty (60) days written notice to the other party specifying the date of and reason for termination.

**1.2.1** In the event that the Individual With Disabilities Education Act and/or titles V or XIX of the Social Security Act are changed by Congressional and/or judicial action to prohibit the expenditure of federal funds for services within the contemplation of titles V and XIX of the Social Security Act for the purpose of providing health care and/or related services to children and youth within the jurisdiction of the School District, this Agreement shall become subject to renegotiation. In such an event, MCST shall receive no further payments with respect to said prohibited expenditures within the terms of this Agreement except to the extent of compensation pursuant to this Agreement for services actually rendered up to the effective date of the cessation of such funding.

**1.2.2** Provided, however, that the provisions of sub-paragraph 1.2.1 shall not affect the continuation of the services contemplated herein for which reimbursement may be obtained without risk or financial loss to the parents of subject child or with parental consent given after due notification of financial risks imposed by such billing through state, local, Federal or private sources, which have an otherwise valid obligation to provide, or to pay for services to which a child or youth within the jurisdiction of the District is entitled as a client or beneficiary under state or federal entitlements or laws, or under policies or contracts.

**1.2.3** If either party shall at any time commit any breach of any covenant, warranty, or agreement herein contained, and shall fail to remedy any such breach within five (5) days after receipt of written notice thereof, the defaulted party may, at its option, and in addition to any other remedies that it may be

entitled to, cancel and terminate this Agreement by notice in writing to such effect.

1.2.4 Where, under the terms of subparagraph 1.2.2, the School District finds MCST's progress and/or completion of services unsatisfactory and that payment should be withheld, written notice by certified mail of the alleged deficiencies shall be given to MCST by the School District. Such written notice may include a statement of the alleged deficiencies and the steps which, in the School District's opinion, are necessary to remediate those deficiencies. MCST shall have a period of not more than five (5) calendar days from receipt of such notice to correct said deficiencies.

## **II. PURPOSE OF AGREEMENT**

2.1 The School District, under the provisions of 20 U.S.C. 1401 *et seq*, is required to provide services for the benefit of eligible handicapped children and youth within the jurisdiction of the School District, and may use whatever State, local, Federal and private sources of support are available to provide a free appropriate public education for such children and youth. For this reason, the School District desires to enter this Agreement with Medicaid Claim Solutions of Texas to secure medical and other assistance available under titles V and XIX of the Social Security Act, through any other public, State, local or Federal entitlement to which some or all of the handicapped children and youth within the jurisdiction of the School District may be entitled as a client or beneficiary.

2.2 It is not the purpose of this agreement to, in any way, impinge on any child's right to a free appropriate public education by seeking funding or reimbursement for services provided by the School District which may have the effect of imposing a financial cost on the parents of the subject child, without fully informed and voluntary parental consent.

## **III. DESCRIPTION OF SERVICES TO BE PROVIDED**

### **A. MEDICAID CLAIM SOLUTIONS OF TEXAS RESPONSIBILITIES**

3.1 Based upon the Student Data submitted to MCST by the School District, MCST shall conduct and complete an analysis to determine the number of children and youth within the jurisdiction of the School District who are eligible to receive medical assistance within the contemplation of the Medicaid Act. MCST shall provide a written report of its findings to the School District upon completion of said analysis.

**3.2** MCST shall develop and implement a training program, in cooperation with the District or their designee, for School District personnel involved in the implementation of the services contemplated within the scope of this Agreement. MCST agrees to provide subsequent training to personnel upon written request of the District or their designee.

**3.3** MCST shall serve as billing agent for the School District to file and process claims to Medicaid for whom voluntary consent forms have been obtained, for reimbursement of health care and/or related services provided by the School District's professionals to eligible students within the jurisdiction of the School District.

**3.4** MCST shall prepare claim forms for reimbursement for health care and/or related services provided by the School District's professionals to eligible children and youth within the jurisdiction of the School District. Claims information so prepared by MCST shall be in the form required by Medicaid.

**3.4.1** Costs related to filing and processing said claims shall be paid by MCST and shall be at no cost to parents. MCST shall be entitled to such reasonable and necessary compensation for said costs attributable to billing for services rendered by the School District, its agents or employees as is set forth in section 4.1 of this Agreement.

**3.5** MCST shall submit claims to Medicaid for whom voluntary consent forms, when required, have been obtained by the School District for payment of health care and/or related services provided by the School District to eligible children and youth.

**3.6** MCST shall provide the School District, at the end of the school year, service history and utilization written reports. Said reports shall include, but not be limited to, information by student, service provider and service type.

## **B. SCHOOL DISTRICT RESPONSIBILITIES**

**3.7** The School District shall provide MCST with information about children and youth within the jurisdiction of the School District who are receiving related services subject to the requirements of the Family Education Rights and Privacy Act (FERPA).

**3.8** The School District shall provide health care and/or related services as defined under State and Federal laws and regulations pertaining to the education of children and youth within the jurisdiction of the School District.

**3.8.1** Said health care and/or related services shall be provided by qualified professionals who meet all applicable licensing and/or certification

requirements as set forth in Federal and State of Texas statutes and/or regulations and who are under the general supervision of the School District.

**3.8.2** For each professional described in paragraph 3.8.1, the School District shall provide MCST- or its designated representative: The professional's name, specialty and professional certificate number, if any. The School District shall update this information when necessary. Said updates shall include additions to or deletions from this professional list.

**3.9** Fees charged to Medicaid for health care and/or related services provided by the School District under the terms of this Agreement shall be in accordance with the fee structure for reimbursement established by the agency providing reimbursement.

**3.10** The Superintendent of the School District, or his/her designee, shall submit to MCST such information as may be required to file a claim for Medicaid for such services delivered to eligible children and youth within the jurisdiction of the School District.

**3.10.1** Said information shall be provided on a form designated by MCST which shall include, but not be limited to the following information: the student's name; student identification number; type of services provided; diagnosis of physician or appropriate professional; dates of service; insurance; procedure codes; and signature of the professional delivering the services.

**3.10.2** The School District shall provide assurance to MCST that: (1) all information provided, or otherwise supplied to MCST for the purpose of claiming such reimbursement, shall be true and correct; (2) the school system has a right to file such claims as documented; (3) the submission of claims through MCST pursuant to this Agreement will not be knowingly in violation of any law or contract to which the School District is a party; and (4) neither the School District nor its employees shall submit claims to Medicaid except through MCST during the term of this Agreement.

**3.10.3** The School District shall provide copies of Remittance and Status Reports from Texas Medicaid and Health Partnership to MCST upon receipt of said reports.

#### **IV. COMPENSATION**

**4.1 Three Year Agreement.** In consideration for all services rendered pursuant to this Agreement, MCST shall receive a fee related to the cost of processing applications for eligibility determination, billing for services and annual cost report

completion rendered to the School District, its agents, or employees. Said fee shall be computed as follows:

**4.1.1** MCST shall receive five (5%) percent of all proceeds received through Medicaid (SHARS) Interim billing.

**4.1.2** MCST shall receive one (1%) percent, related to the cost of completing the annual cost report, of the SHARS cost report settlement payments received.

**4.1.3** The District authorizes MCST to enter and certify the financial information for the Annual SHARS Cost reports and Quarterly MAC financial submissions. Per HHSC and CMS policy, the district will be held responsible for the actions or inactions of their authorized contractors.

**4.2** MCST is further obligated to submit final accounting of SHARS interim billings made and payments received by the School District, within sixty (60) days after termination of this Agreement.

**4.3** In consideration for the services performed by MCST and upon submission of an invoice, the School District shall reimburse MCST for undisputed amounts expressed or specified in this Agreement, within thirty (30) working days following receipt date of invoice.

**4.4** It is further agreed by MCST that the compensation set forth in paragraph 4.1 shall become due MCST only upon receipt of funds on the claims submitted on behalf of the School District.

**4.5 Compensation upon Termination.** Upon termination of this Agreement for any of the foregoing reasons, MCST shall be entitled to receive the compensation set forth in paragraph 4.1.1 accrued but unpaid as of the date of termination. Said reimbursements shall be within thirty (30) working days.

**4.5.1** Upon termination of this agreement, the school district shall be responsible for the payment(s) set forth in section 4.1.2 even if said settlements are not received by the district before the contract termination date. This is due to the process in which the Health and Human Services Commission finalizes and sends payment of cost report settlements to the district.

## **V. MAINTENANCE AND RETENTION OF RECORDS**

**5.1** The School District shall keep and maintain appropriate charts, files and records of all professional services rendered by the School District, its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances.

**5.2** MCST shall keep and maintain appropriate charts, files and records of all services rendered by MCST, its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances.

**5.3** The School District reserves the right to monitor any and all aspects of MCST's performance, including but not limited to delivery of services and fiscal accountability whenever necessary. This right shall include the performance of financial audits of MCST at the discretion of the School District.

**5.4** MCST agrees to retain all books, records, and other documents relevant to this Agreement and to funds received and expended hereunder for at least four (4) years after final payment.

**5.5 Disclosure of Information.** MCST shall protect the confidentiality of all personal information collected, stored, or delivered to MCST, pursuant to all laws, rules, orders, and regulations of all governmental authorities, whether Federal, State, or municipal, including without limitation the Family Educational Rights and Privacy Act ("FERPA"). In providing services under this Agreement, MCST shall comply with the confidentiality provisions of FERPA. Except to the extent permitted under applicable Federal and State law, regulation and standards, and as required to qualify students as clients or beneficiaries of services or benefits for which they are or may be entitled under State, local or Federal entitlement or laws, or under policies, contracts or insurance payments contemplated within the scope of this Agreement, MCST shall not during, nor at any time after termination of this Agreement, without authorization of the School District, disclose or use, for the benefit of itself, any person, corporation, or other entity, any files or other confidential or personally identifiable information concerning students and/or their families. "Confidential information" shall include information not generally known to the public which is disclosed to MCST, its agents or employees, or known by them in connection with the services under this Agreement.

**5.6 Ownership of Products of Agreement.** The parties agree, that all forms, materials, and other documents, inclusive of but not limited to criteria, policies and procedures developed by MCST as a direct result of or incidental to this Agreement, shall at all times remain the property of MCST and may not be distributed,

published or sold to third parties, persons or entities, without the express prior written consent of MCST.

## **VI. REMEDIES OF THE PARTIES**

**6.1 Remedies of Parties.** The parties acknowledge that notwithstanding the fact that this Agreement is terminable upon notice, the restrictions contained in this Agreement are a reasonable and necessary protection of the legitimate interest of the parties, that any violation of these restrictions would cause substantial injury to both parties, and that the parties would not have entered into this Agreement without receiving the additional consideration offered by each party in binding itself, its agents and employees to these restrictions. In the event of any violation of these restrictions, each party respectively shall be entitled to seek preliminary and permanent injunctive relief, in addition to any other remedy allowed by law.

**6.2 Disputes.** Disputes with respect to this Agreement shall be discussed and resolved, if possible, by authorized representatives of MCST and the School District. The parties agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty (30) days from the date such dispute arises, then either party shall be free to exercise any rights that it may have under section 1.2 of this Agreement or under the law.

**6.3 Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties to this Agreement at their addresses set below unless changed from time to time, in which event each party shall so notify the other in writing of such change. All such notices shall be deemed duly given if deposited registered or certified mail, in the United States mail and directed to the address set forth below or as changed if written notice is provided to the other party:

**TO MCST:**  
**Medicaid Claim Solutions of Texas**  
**2384 U.S. Hwy 287 Frontage Road, Suite #206**  
**Mansfield, Texas 76063**

**TO SCHOOL DISTRICT:**  
**Kendra Fowler**  
**906 S. W. Fifth Ave.**  
**Mineral Wells, TX 76067**

**VII. ENTIRE AGREEMENT**

**7.1 Entire Agreement.** This Agreement contains the entire agreement between the parties. No change, addition or amendment shall be made except by written agreement signed by the parties.

**7.2 Waiver.** The Waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

**7.3 Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**VIII. MISCELLANEOUS PROVISIONS**

**8.1 Benefits.** This Agreement shall inure to and shall be binding upon the parties, and their successors and assigns.

**8.2 Governing Law.** This Agreement has been negotiated and executed in the state of Texas, and the laws of that state shall govern its construction and validity.

**8.3 Headings.** The headings, titles and sub-titles in this Agreement have been inserted solely for convenient reference and shall not control the meaning or construction of any provision of this Agreement.

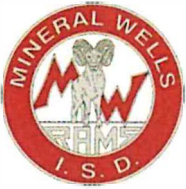
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Mineral Wells ISD  
District/Co-op Name**

**MEDICAID CLAIM SOLUTIONS OF  
TEXAS, INC.**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Gordon R. Harmon  
President



**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take any Necessary Action Regarding MOU with Cornerstone Community Action Agency

**RECOMMENDED ACTION:** It is recommended that the board vote to approve the MOU with Cornerstone Community Action Agency

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** EHBAA (Legal) 20 U.S.C. 1412(a)(3)(A); 34 C.F.R. 300.111(a)(1)(i), (c)

**OVERVIEW:**

Mineral Wells ISD is now operating as an LEA and not SSA after the separation from the Palo Pinto County Shared Services Arrangement. All previous MOUs and contracts are now being updated to reflect the change. This MOU is an agreement to establish working procedures in the provision of services to preschool children, three to five years of age, suspected of a disability or eligible for special education or related services in compliance with Federal and State laws and regulations. The agencies involved are mandated to serve children with disabilities; the shared mandate provides an opportunity for the formation of partnerships. Working together, the agencies seeks efficiency in the system that identifies children and provides service to eligible children. This agreement provides guidance for implementation and framework for enhancement of collaborative agreements.

**FISCAL IMPACT:** no cost to the district

**ATTACHMENTS:** MOU with Cornerstone Community Action Agency

**DEPARTMENT(S) SUBMITTING FORM:** Special Education Department

**DEPARTMENT SIGNATURE/APPROVAL:** Kendra Fowler Digitally signed by Kendra Fowler  
Date: 2022.08.02 19:56:22 -05'00'



# CORNERSTONE

Community Action Agency

## MEMORANDUM OF UNDERSTANDING

### **Cornerstone Community Action Agency Head Start and Local Education Agency for Services to Children with Disabilities**

This agreement is between **Mineral Wells ISD** and Cornerstone Community Action Agency (CCAA) Head Start/Child and Family Services for the period of 2022-2023 school year.

#### PURPOSE STATEMENT

The purpose of this agreement is to establish working procedures in the provision of services to preschool children, three to five years of age, suspected of a disability or eligible for special education or related services in compliance with Federal and State laws and regulations. The agencies involved are mandated to serve children with disabilities; the shared mandate provides an opportunity for the formation of partnerships. Working together, the agencies seek efficiency in the system that identifies children and provides services to eligible children. The partners will maximize the use of resources and increased opportunities for contacts that facilitate communication and coordination of planning and service delivery. In addition to specifying the roles and responsibilities of the two agencies, this agreement provides guidance for implementation and a framework for the enhancement of collaborative agreements.

#### PROGRAM MANDATES

##### Responsibility of Local Education Agency

- Locate and identify preschool children with disabilities through a ChildFind effort which includes a screening process and refer children to Head Start as appropriate;
- Include Head Start staff in the ChildFind process;
- Provide services to preschool children with disabilities as required by IDEA;
- Develop and implement an Individualized Education Plan (IEP) for each child with a diagnosed disability;
- Place preschool children with disabilities in the least restrictive environment with an opportunity to interact with non-disabled peers to the maximum extent appropriate.
- Work with appropriate community agencies to provide services to preschool children with disabilities;
- Local Education Agency agrees to use only positive strategies to support a child's well-being and prevent and address challenging behavior;
- Local Education Agency staff working with Head Start children must not maltreat or endanger the health or safety of children in compliance with the HS Standards of Conduct.



# CORNERSTONE

Community Action Agency

- Staff must not:
  - Use corporal punishment;
  - Use isolation to discipline a child;
  - Bind or tie a child to restrict movement or tape a child's mouth;
  - Use or withhold food as a punishment or reward;
  - Use toilet learning/training methods that punish, demean, or humiliate a child;
  - Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
  - Physically abuse a child;
  - Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
  - Use physical activity or outdoor time as a punishment or reward;
  - Local Education Agency agrees to respect and promote the unique identity of each child and family and refrain from stereotyping on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
  - Local Education Agency agrees to never leave a child alone or unsupervised while under his/her care.
- Ensure staff understand and maintain confidentiality at all times.

### Responsibility of Head Start Program

- Actively recruit, enroll, and serve eligible children ages three to five. No less than 10 percent of the total number of enrollment opportunities in Head Start programs shall be available for children with disabilities who are eligible to participate.
- Screen all enrolled children, within 45 days, for concerns in the areas of health and development.
- Refer children determined at risk to appropriate LEA professionals for diagnostic evaluation.
- Support families during the referral process and the Admission, Review, and Dismissal (ARD) process.
- Collaborate with LEA staff to support the child's work toward the goals of the IEP.
- Collaborate with other community agencies to provide services to children with disabilities not covered by LEA mandates.
- Inform LEA when children enrolled in Head Start are eligible for special education and related services.
- Ensure staff understand and maintain confidentiality at all times.



# CORNERSTONE

Community Action Agency

## Referral for Evaluation

Local Education Agency will:

- Ensure parents of children with disabilities understand the referral process and/or IEP process and participate to the fullest extent possible.
- Collaborate and communicate with parents to ensure they know where their child is in the referral process.

Head Start will:

- Submit referrals with signed parent/guardian consent to authorize release of records for children suspected of having any learning or enhancement concerns.
- Ensure parents/guardians of children with disabilities understand the referral process/IEP and encourage them to participate to the fullest extent possible.
- Provide support for parents, including attending all related meetings, if requested by parent/guardian.

## Service Delivery

Local Education Agency will:

- Provide developmental evaluations and/or screenings as appropriate within the required time frames to determine eligibility or need for referral.
- Provide evaluation for special instruction, physical therapy, occupational therapy, speech/ language therapy, and the provision of assistive technology.
- Notify the parent/ guardian and CCAA Mental Health/Disabilities Staff of all evaluation results when provided with written parental consent.
- Provide Mental Health Staff with copies, with parent or guardian consent, of documents related to the IEP, referral, re-evaluation process. This includes, but is not limited to, the complete IEP, eligibility report, initial referral, parent consent for initial evaluations.
- Ensure staff understand and maintain confidentiality at all times.
- Inform CCAA staff regarding the child's progress on goals, objectives per IEPs, and report on any changes or updates to IEPs within 10 business days.
- Provide a 12-week progress report to parent/guardian and CCAA staff.
- Collaborate and communicate with Head Start staff on what techniques are being used to enhance the child's skills.
- Invite Mental Health/Disabilities Manager or Inclusion Liaison to participate in ARD meetings for shared children.

Head Start will:

- Provide a space at each center for evaluations, IEP meetings, if needed, and develop an inclusion plan related to the IEP goals in the learning activities in the classroom.
- Obtain all appropriate documentation for all children being evaluated.



# CORNERSTONE

Community Action Agency

- Provide qualified staff to collaborate with therapist providing services to Head Start children;
- Monitor staff and ensure that they have met all accommodations and modifications in the classroom for children with disabilities;
- Ensure teaching staff receive information on child progress and techniques for working with individual children;
- Provide parent/guardian support by having the teacher, family advocate, and/or Mental Health/Disabilities Manager attend IEP meetings with adequate notification by the LEA and with parental/guardian permission.

## Placement

Local Education Agency will:

- Collaborate with CCAA in the Mineral Wells ISD service area to place children with disabilities in appropriate environments.

Head Start will:

- Inform LEA when children with a special education or related service enrolls into the program;
- Collaborate with Mineral Wells ISD to place children with disabilities in the least restrictive environment including shared placement;
- Be available to accommodate the individual needs of a child with an IEP when CCAA serving Palo Pinto County is determined as the best placement.

## TRAINING AND TECHNICAL ASSISTANCE

Local Education Agency will:

- Ensure that Head Start staff working with a child with a disability are trained on the techniques or tools required by the IEP so quality services can be offered in the classroom.
- Both agencies will ensure that respective agency staff are trained annually on this Memorandum of Agreement.

Head Start will:

- Arrange for staff training to increase their knowledge about disabilities specific to those enrolled in the given teacher's classrooms;
- Arrange for trainings focused of disability awareness, services available, and the importance of early detection needed;
- Both agencies will ensure that respective agency staff are trained annually on this Memorandum of Agreement.



# CORNERSTONE

Community Action Agency

## Parent Involvement Activities

- Local Education Agency will:
  - Make parents or guardians aware of any activities or accommodations that could be made in their home;
  - Keep parents updated on child's progress;
  - Encourage parents to participate as much as possible in disability processes/ IEPs.
  
- Head Start will:
  - Ensure parents are notified about disability awareness events in the community known by Head Start;
  - Ensure parents are updated on any changes in program that may affect the services that their child is provided;
  - Encourage parents to participate as much as possible in disability processes/ IEPs.

## Transitional Response

Local Education Agency will:

- Schedule and conduct all IEP meetings for students transitioning to Kindergarten;
- Ensure CCAA staff have dates and times planned for all Kindergarten IEPs.

Head Start will:

- Assist the parent with preparation for the IEP for Kindergarten;
- Ensure all data is in the child's file (and/or ChildPlus) pertaining to diagnosis and disability.

## Early Childhood Intervention

Early Childhood Intervention (ECI) is a statewide program within the Texas Health and Human Services Commission for families with children birth up to age 3, with developmental delays, disabilities or certain medical diagnoses that may impact development. ECI services support families as they learn how to help their children grow and learn. CCAA works with ECI to ensure disabilities services to children ages birth to three. ECI will take the lead in coordination and management of the transition of children (who still require services) to the LEA. The process will include parents, relevant CCAA staff, LEA staff, and the assigned ECI staff.



**CORNERSTONE**  
Community Action Agency

Termination/ Review

This Memorandum of Understanding will be reviewed and revised on an as-needed basis or at least once annually. This agreement may be terminated by any party upon thirty (30) days written notice.

**ISD Representative**

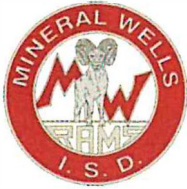
John Kuhn  
Printed Name  
[Signature]  
Signature

Superintendent  
Title  
8-8-22  
Date

**CCAA Head Start Representative**

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take any Necessary Action Regarding MOU with ECI

**RECOMMENDED ACTION:** It is recommended that the board vote to approve the MOU with ECI pursuant to 34 CFR 300.124(a).

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** CFR §300.124(a)

**OVERVIEW:**

Mineral Wells ISD is now operating as an LEA and not SSA after the separation from the Palo Pinto County Shared Services Arrangement. All previous MOUs are now being updated to reflect the change.

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

**FISCAL IMPACT:** no fiscal impact

**ATTACHMENTS:** MOU with ECI

**DEPARTMENT(S) SUBMITTING FORM:** Special Education Department

**DEPARTMENT SIGNATURE/APPROVAL:** Kendra Fowler Digitally signed by Kendra Fowler  
Date: 2022.08.02 15:54:27 -05'00'

# MEMORANDUM OF UNDERSTANDING

## MINERAL WELLS ISD and ECI of North Central Texas 2022-2023

### Overview:

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

### Purpose:

While the eligibility requirements for ECI programs may not be the same as the eligibility requirements for LEAs, this Memorandum, as adopted by each agency, provides for the implementation of a seamless model of services from ECI (IDEA Part C) to LEA (IDEA Part B) services for eligible children.

This Memorandum sets forth the intention of the ECI(s) and LEA(s) to work together to ensure this seamless transition occurs. Attached is a detail of ECI and LEA responsibilities, including statutory requirements, in accomplishing this objective. Revisions to the memorandum and detailed responsibility attachment will be developed as needed to reflect major agency reorganizations or statutory changes that affect the agencies and/or their responsibilities.

### Terms of Agreement:

This Memorandum will be effective for the 2022-23 fiscal year (September 1, 2022 through August 31, 2023); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

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## I. Deaf or Hard of Hearings (D/HH) and/or Visual Impairments (VI)

D/HH/VI	LEA
<p>1. Will be the lead agency responsible for services available as per Part C to all infants and toddlers with disabilities, birth through two years of age.</p> <ol style="list-style-type: none"> <li>Must develop the IFSP within 45 days of initial referral to ECI;</li> <li>Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date;</li> <li>Must attempt to reschedule missed or cancelled visits within 1 week of missed visit; and</li> <li>Will provide training of LEA personnel on D/HH/VI documentation procedures through an online website process.</li> </ol>	<p>1. Will meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year (year-round 52 weeks) services, time lines, and procedural safeguards for children, birth through two years of age.</p> <ol style="list-style-type: none"> <li>Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; and</li> <li>Must document attempts to reschedule missed or cancelled visits within 1 week of missed visit.</li> <li>Requirements defined by Part C as specified definitions.</li> <li>Must make services available to families and be flexible in accommodating their schedules.</li> <li>Extended year services does not apply to Part C – Service grids should not be altered to meet staff availability.</li> </ol>
<p>2. Identifies and accesses all LEA services for children birth through two, with known or suspected deaf and/or visual concerns, including the development of an IFSP in coordination with the LEA, within 45 days of referral.</p> <ol style="list-style-type: none"> <li>Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation &amp; mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis.</li> <li>TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.</li> </ol>	<p>2. As soon as possible, but in no case more than seven days, provide referrals to the local ECI program for all children under three years of age discovered through the Child Find process.</p> <ol style="list-style-type: none"> <li>Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation &amp; mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis.</li> <li>TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.</li> </ol>
<p>3. Provides children from birth through 2 suspected of having D/HH and/or VI with:</p> <ol style="list-style-type: none"> <li>Assistance in accessing an evaluation by a licensed ophthalmologist or optometrist;</li> <li>Assistance in accessing an audiological evaluation by a licensed audiologist; if the audiological assessment indicates the child is D/HH, the contractor must refer the child to an otolaryngologist, as noted in c below;</li> <li>Assistance in accessing an otological examination performed by an otolaryngologist or by a licensed medical doctor with documentation that an otolaryngologist is not reasonably available;</li> <li>With parent consent, refer all children who are suspected of being D/HH and/or a VI to the LEA within 5 days for an evaluation by a TODHH and/or TVI and a COMS, whichever is appropriate;</li> <li>An invitation to the TODHH and/or TVI, as appropriate, to attend the initial and annual IFSP (Individualized Family Service Plan) meetings, and to other IFSP meetings when issues related to or affected by being D/HH and/or VI will be addressed;</li> </ol>	<p>3. Will keep a folder on each child that contains, at a minimum, the following documentation:</p> <p>Basic child and family information:</p> <ol style="list-style-type: none"> <li>Referral information;</li> <li>A copy of the eye doctor report and/or otolaryngologist and audiologist reports;</li> <li>Evaluation/assessment reports;</li> <li>The initial and subsequent IFSPs;</li> <li>Documentation that written information about the TSBVI and/or the TSD was given to and signed by parents annually, including documentation of: parent refusal to sign; contacts and IFSP meetings that were attended or missed. (Provide ECI a copy and maintain a copy in the LEA local folder.)</li> <li>For children with visual impairments, the Consent for Release of Confidential Information: Student with a Visual Impairment for TEA to release information from the January Registration of Students with Visual Impairments and, for children with deaf-blindness, permission to release information from the Deaf-Blind Child Count;</li> <li>Copies of progress reports, to be copied to ECI weekly; (A copy will be given to the parent.); and</li> <li>A copy of the Visual Impairment Supplement that addresses the expanded core curriculum and/or a</li> </ol>

D/HH/VI ECI	D/HH/VI LEA
<ul style="list-style-type: none"> <li>f. Coordinated service delivery with the LEA and other service agencies through case management, teaming meetings, and joint visits; and</li> <li>g. Paperwork that has been received and documented by the 20<sup>th</sup> of each month.</li> </ul>	<p>copy of the D/HH Supplement that addresses preferred mode of communication.</p>
<p>4. Ensures that all children are referred to the LEA of residence for evaluation and services related to a visual impairment within 5 days, with appropriate written referrals and notifications including the following:</p> <ul style="list-style-type: none"> <li>a. Referral for a functional vision evaluation and learning media assessment by a Teacher of students with Visual Impairments (TVI);</li> <li>b. Referral for an Orientation and Mobility Evaluation completed by a Certified Orientation and Mobility Specialist (COMS);</li> <li>c. Invitation to initial and annual IFSP meetings through a 10-day prior written notice to the TVI and COMS, as well as other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and</li> <li>d. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about the visual impairment.</li> </ul> <p>* Services for VI included in the IFSP must be provided by a TVI and COMS.</p>	<p>4. Ensures that all children, birth through two, referred with identified or suspected visual impairments will be provided the following:</p> <ul style="list-style-type: none"> <li>a. A functional vision evaluation and learning media assessment by a TVI;</li> <li>b. An orientation and mobility evaluation completed by a Certified Orientation and Mobility Specialist;</li> <li>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or ECI to the district;</li> <li>d. A TVI and a COMS to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</li> <li>e. A TVI to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meetings that address issues related to and impacted by the visual impairment. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</li> <li>f. Services by a TVI and a COMS, as specified by the IFSP;</li> <li>g. Progress notes only contain information about a specific ECI child. The LEA will email copies of the notes to the ECI designated email address (<a href="mailto:ECI.aivdocs@mhmrctc.org">ECI.aivdocs@mhmrctc.org</a>) using a designated naming convention in the subject line no later than one week following the day of the visit;</li> <li>h. Materials that are available through Quota Funds as specified by the IFSP; and</li> <li>i. Registration on the Annual Registration of Students with Visual Impairments; and as appropriate, on the Deaf-Blind Child Count.</li> </ul>
<p>5. Ensures that all children are referred to the LEA of residence for evaluation and services related to being D/HH within 5 days, with appropriate written referrals and notifications including the following:</p> <ul style="list-style-type: none"> <li>a. Referral for a communication evaluation, including sign language and oral language, conducted by a TODHH and Speech Language Pathologist;</li> <li>c. Invitation to initial and annual IFSP meetings through a 10- day prior written notice to the TODHH, as well as other IFSP meetings when issues related to or impacted by being D/HH will be addressed; and</li> </ul>	<p>5. Ensures that all children, birth through two, referred to the LEA with identified or suspected hearing loss will be provided the following:</p> <ul style="list-style-type: none"> <li>a. Assessments required to determine the need for services or adaptive equipment related to being D/HH;</li> <li>b. A TODHH to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</li> <li>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or by ECI to the district;</li> </ul>

D/HH/VI	LEA
<p>c. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about appropriate services for children who are D/HH.</p> <p>* Services for children who are D/HH included in the IFSP must be provided by a TODHH.</p>	<p>d. A TODHH to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meeting that addresses issues related to and impacted by the child's hearing status. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>e. Services by a TODHH, as specified by the IFSP;</p> <p>f. Progress notes that do not contain information about any other children. The LEA will email copies of the notes to the ECI designated email address (<a href="mailto:ECI.aivdocs@mhmtc.org">ECI.aivdocs@mhmtc.org</a>) no later than one week following the day of the visit.</p> <p>g. Necessary instructional support to ensure that communication options along the continuum are considered, including American Sign Language (ASL), English based sign systems, and/or Listening and Spoken Language; and</p> <p>h. Information about Deaf culture, Deaf mentors, and all educational options, including TSD.</p>
<p>6. Ensures that notification of initial, periodic review, and annual IFSP meetings are sent to the TODHH and/or TVI 10-days prior to IFSP meeting. If no response comes from LEA of residence, issues related to or affected by being D/HH and/or VI will not be addressed at that scheduled IFSP meeting. A later periodic review meeting will be scheduled in order to address issues related to or affected by being D/HH and/or VI with the TODHH and/or TVI present.</p>	<p>6. Ensures that the TODHH and/or TVI will respond in writing to the 10-day prior written notice of the initial, periodic review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule.</p>
<p>7. Ensures that TODHH and/or TVI will have the opportunity to review IFSP periodic reviews developed during unattended meetings. In the case of disagreement with IFSP changes, the TODHH and/or TVI must request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP.</p>	<p>7. Ensures that the TODHH and/or TVI will review and sign IFSP periodic reviews developed during unattended meetings. TODHH and/or TVI will request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP if they see a need for additional discussion or changes in recommendations.</p>
<p>8. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C.</p>	<p>8. Ensures that all families receiving services for D/HH and/or VI will be provided with specific written information about TSBVI and TSD annually. This action is to be documented in the child's folder at the LEA, typically by a receipt document or an assurance statement.</p>
<p>9. No Additional Requirements</p>	<p>9. Ensures that each LEA will enroll all children, birth through two years of age, with deaf and/or visual impairments who need specialized services and include them in the Public Education Information Management System (PEIMS), in accordance with current LEA enrollment regulations for birth to 3.</p>
<p>10. No Additional Requirements</p>	<p>10. Ensures that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law.</p>
<p>11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual</p>	<p>11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.</p>

D/HH/VI	ECI	D/HH/VI	LEA
	impairments.		
	12. No Additional Requirements		12. Recognizes that D/HH/VI children birth through age two with deaf and/or visual impairments will also follow transition process and timelines through the LEA of residence, as outlined.

## II. Transition Process

Transition	ECI	Transition	LEA
1.	<p>By 27-33 months, strategies addressing transition must be included in the IFSP. The IFSP must include the steps ECI will take to assist the family in preparing their child for transition, which will take place on the child's 3<sup>rd</sup> birthday to:</p> <ul style="list-style-type: none"> <li>• Early Childhood Special Education;</li> <li>or</li> <li>• Other services that may be available, if appropriate.</li> </ul>	1.	<p>LEAs will collaborate with ECI programs to support parent involvement in the transition planning process, as evidenced by:</p> <ul style="list-style-type: none"> <li>• Signature on MOU;</li> <li>• Attendance at transition conferences with sharing of information related to processes / referral / evaluation with family;</li> <li>• Preparation of agenda / script / information to be shared by ECI if an LEA representative is not present.</li> </ul>
2.	<p>Part B Potentially Eligible Notification: ECI is required to notify the LEA of children who are potentially eligible for the special education program at least 90 days before the child's 3<sup>rd</sup> birthday unless the parent opts out. ECI staff will inform the parent that opting in at a later date may impact entitlement to eligibility determination by the child's 3<sup>rd</sup> birthday. This can be done at the transition conference, in a referral packet.</p> <p>In addition, with parent's consent, ECI will send to LEA (by fax or email) the initial IFSP and the most recent progress notes.</p> <p>ECI will use the definition of potentially eligible provided by the State ECI.</p> <p><i>IFSP teams will need to consider the 13 disability categories for special education. *Texas uses the following list of disability categories to determine if a child (aged 3-21) is eligible for special education and related services:</i></p> <ul style="list-style-type: none"> <li>• Deaf or Hard of Hearing (D/HH)</li> <li>• Autism (AU)</li> <li>• Deaf-Blindness (DB)</li> <li>• Emotional Disturbance (ED)</li> <li>• Intellectual and Development Disabilities (IDD)</li> <li>• Multiple Disabilities (MD)</li> <li>• Non-Categorical Early Childhood*</li> <li>• Orthopedic Impairment (OI)</li> <li>• Other Health Impairment (OHI)</li> <li>• Learning Disability (LD)</li> <li>• Speech Impairment (SI)</li> </ul>	2.	<p>LEA will treat the <b>Part B Potentially Eligible Notification</b> as the initial referral. LEA will work with ECI to obtain written consent to determine eligibility with a recognition that a family may determine that they do not want to proceed after the transition conference.</p>

Transition ECI	Transition LEA
<ul style="list-style-type: none"> <li>• <i>Traumatic Brain Injury (TBI)</i></li> <li>• <i>Visual Impairment (VI)</i></li> </ul> <p><i>*The "Non-Categorical Early Childhood" category is not in IDEA but was added in Texas to allow preschoolers to be found eligible for special education. They do, however, still have to go through the evaluation process. In Texas, a child between the ages of 3-5 may be described as "NCEC" if he or she has been found to meet the criteria for one of the conditions below:</i></p> <ul style="list-style-type: none"> <li>• <i>Intellectual and Development Disabilities (IDD),</i></li> <li>• <i>Emotional Disturbance (ED),</i></li> <li>• <i>Specific Learning Disability (SLD), or</i></li> <li>• <i>Autism (AU).</i></li> </ul> <p><b><i>To be eligible for special education services the child must have a disability identified in one of the categories above, AND have an educational need.</i></b></p> <p><i>Teams may want to consider a child potentially eligible for special education if the child has a disability (or disabilities) that can be expected to adversely affect his/her ability to reach age-appropriate educational goals without direct or indirect support from a special education teacher, therapist, and/or other special educator. A disability can affect the educational process when it interferes with the child's ability to:</i></p> <ul style="list-style-type: none"> <li>• <i>Learn,</i></li> <li>• <i>Maintain health status required to attend and participate in school,</i></li> <li>• <i>Navigate the school environment,</i></li> <li>• <i>Make and maintain positive relationship with other children,</i></li> <li>• <i>Communicate effectively with others,</i></li> <li>• <i>Understand and process verbal instruction and/or</i></li> <li>• <i>Manage his/her own behavior.</i></li> </ul>	
<p>3. The ECI service coordinator contacts the LEA to coordinate the transition conference (face-to-face meeting). The transition conference may occur as early as nine months prior to and no later than 90 days prior to the child's 3<sup>rd</sup> birthday. The ECI service coordinator will attend the transition conference (face-to-face meeting).</p> <p><b>108.1217 (b)</b> If the parent gives approval to convene the LEA Transition Conference, the contractor must:</p> <p>(1) Meet the requirements in 34 CFR 303.342 and 303.343 which requires:</p> <p>(A) The face-to-face attendance of the parent and the service coordinator; and</p> <p>(B) At least one other ECI professional who is a member of the IFSP team who may participate through other means, such as: providing information, contributing face-to-face, or by telephone.</p> <p>ECI will invite the LEA special education director or designee 14 days before the transition conference.</p> <p>If the child referred to ECI is less than 90 days prior to the child's 3<sup>rd</sup> birthday, no transition conference is required.</p>	<p>3. Each LEA will participate in transition planning conferences arranged by the designated local ECI program with 14 days' notice (unless waived). ECI and LEA may designate times and dates each month for transition planning conferences. In Texas, the transition planning conferences are held no later than 90 days before the child's 3<sup>rd</sup> birthday.</p> <p>LEA may waive the 14-day requirement upon verbal request to convene at an earlier date.</p> <p>At the transition conference, the family will meet with the LEA contact who will: (sample agenda attached - page 13)</p> <ul style="list-style-type: none"> <li>• Discuss how eligibility is determined, the assessment process, and the ARD process</li> <li>• Discuss the continuum of services that may be available to the child should the child be determined eligible for services under Part B</li> <li>• Document the date of the transition conference, participants, and the steps discussed to determine the child's Part B eligibility.</li> <li>• Explain timelines to determining eligibility.</li> <li>• Follow up with the family as appropriate after the transition conference.</li> <li>• Inform the family that if the parent decides not to refer initially, they can still request an evaluation for special education services after the age of 3.</li> </ul>

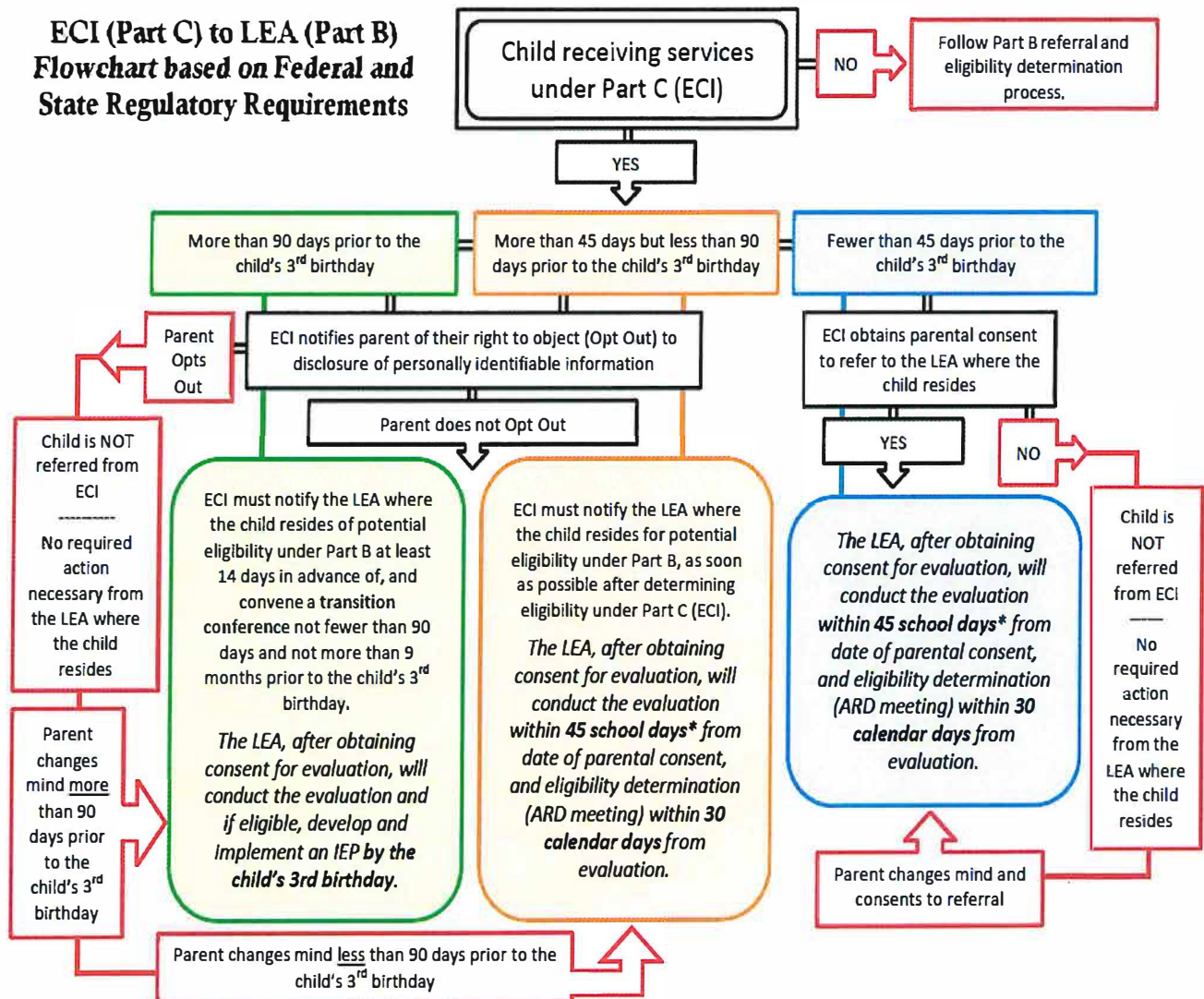
Transition ECI	Transition LEA
	By the 3 <sup>rd</sup> birthday, an ARD meeting has convened and an IEP has been developed if the child is found eligible. (34 CFR §300.124; 34 CFR §300.101) Services are made available to students as determined by the ARD Committee.
4. If the LEA representative is not available, ECI will conduct the transition meeting and provide the parent information about special education and related services, including a description of the Part B eligibility definitions, transition timelines, and the process for consenting to an evaluation and eligibility determination and extended year service, as provided by LEA.	4. LEA will provide the following information to ECI: <ul style="list-style-type: none"> <li>• information about special education and related services, including a description of the Part B eligibility definitions;</li> <li>• transition timelines;</li> <li>• process for consenting to an evaluation;</li> <li>• eligibility determination; and</li> <li>• extended year services.</li> </ul>
5. No Additional Requirements	5. If the child's 3 <sup>rd</sup> birthday occurs during the summer, the child's ARD committee shall determine eligibility, and if appropriate, determine the date when services under the IEP will begin. The ARD committee decides when services begin on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year). (34 CFR §300.101(b)(2))
6. No Additional Requirements	6. LEA will schedule a meeting to discuss evaluation and obtain consent for evaluation prior to the child's 3 <sup>rd</sup> birthday.  The parent is provided a copy of the <a href="#"><i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities and a Guide to the Admission, Review and Dismissal Process</i></a> Parent signs a receipt verifying that they have received the documents and understand the contents.  The LEA shall have procedures in place which meet the timeline requirements for evaluation and the initial ARD committee meeting for children referred during the summer. The ARD Committee decides when services begin for these children on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year).  If the LEA determines that it <b>will not</b> conduct an evaluation requested by the parent of the child, the LEA will provide the parent Prior Written Notice and a copy of the <i>Notice of Procedural Safeguards</i> of this decision within five school days of the decision. (34 CFR §300.503; 19 TAC §89.1015) and explain process for Child Find.  With parental consent, LEA will notify ECI of decision to not conduct an evaluation.
7. The ECI service coordinator may attend the evaluation upon request of the child's parent. Parent consent is required for the attendance of the ECI service coordinator at the evaluation.	7. The LEA will conduct a full and individual evaluation (FIE) according to IDEA guidelines. (34 CFR §300.301) <ul style="list-style-type: none"> <li>• The LEA will review grids, goals, and documentation from ECI to identify and then notify necessary specialists for evaluation (OT, PT, TOD/HH/TVI, COMS, etc.).</li> <li>• The LEA may accept an outside evaluation as part of the FIE to determine eligibility for special education services under Part B.</li> </ul>

Transition	ECI	Transition	LEA
	8. The ECI service coordinator may be notified of the ARD meeting with parent consent.		8. The LEA will schedule an ARD meeting with the family to review the results of the evaluation. LEAs will invite the ECI service coordinator to the initial ARD committee meeting at the request of the parent.
	9. The ECI service coordinator may attend the ARD meeting as requested by the parent or the LEA. Parent consent is required for the attendance of the ECI service coordinator at the request of the LEA. The ECI service coordinator is not a member of the ARD team, but is available to provide information and support.		9. During the ARD meeting, the evaluation results are discussed and the eligibility determination is made. If the child is determined eligible for special education services under Part B, the IEP is developed (34 CFR §300.323) <ul style="list-style-type: none"> <li>• The ARD committee determines placement based on the least restrictive environment (LRE), within a continuum of services in which a child’s IEP goals can be achieved.</li> <li>• The parent must provide consent for initial placement prior to initiation and implementation of special education services.</li> <li>• The parent reserves the right to not provide consent for the initial provision of special education and related services.</li> <li>• The parent reserves the right to revoke consent for special education services at any time.</li> <li>• With parental consent LEA will notify ECI when the LEA refuses to initiate an evaluation or the ARD committee finds the child not eligible for special education services or parental refusal of services.</li> </ul>
	10. ECI will continue to provide full IFSP services until the child's 3 <sup>rd</sup> birthday.		10. The LEA will provide services as outlined in the IEP.

### III. Procedures for Children Referred to ECI Less Than 90 Days Before the Child's 3<sup>rd</sup> Birthday

90 Days	ECI	90 Days	LEA
1.	If a child is referred to ECI 6 months to 45 days prior to child's 3 <sup>rd</sup> birthday, ECI will develop transition steps and strategies with the family at the IFSP meeting.	1.	See flowchart below
2.	If a child is referred to ECI between 90 to 45 days prior to their 3 <sup>rd</sup> birthday, ECI will make a determination of potential eligibility, as soon as possible, and will notify the LEA, unless the parent opts out. A transition conference is not required but will be attempted to be scheduled with the LEA. The LEA will be notified of the reason for the delay.	2.	See flowchart below
3.	If a child is referred to ECI fewer than 45 days before the child's 3 <sup>rd</sup> birthday, the IFSP team is not required to conduct pre-enrollment, evaluation, or IFSP. ECI will refer child directly to the LEA with written parent consent, if the child appears to be potentially eligible.	3.	See flowchart below

#### ECI (Part C) to LEA (Part B) Flowchart based on Federal and State Regulatory Requirements



\* In accordance with current State established initial evaluation timelines.

## IV. School Action Plan

Event	LEA Action Required
1. Part B Potentially Eligible Notification	<ul style="list-style-type: none"> <li>• Document and treat as referral</li> <li>• Collaborate with parent to get consent to evaluate.</li> <li>• Assess</li> <li>• Hold ARD meeting</li> <li>• Develop IEP by 3<sup>rd</sup> Birthday</li> </ul>
2. Invitation to Transition Conference	<ul style="list-style-type: none"> <li>• Respond to invitation to transition conference</li> <li>• Attend the conference</li> <li>• Document date of conference, the participants, and the steps to determine a child's part B eligibility.</li> </ul>
3. Electronic Communication	<ul style="list-style-type: none"> <li>• Parent gives Consent</li> <li>• District employees must be ( ) public record.</li> </ul>
4. D/HH/VI Referral for Services (0-3)	<ul style="list-style-type: none"> <li>• Refer ECI to TODHH and/or TVI then:               <ol style="list-style-type: none"> <li>a. Obtain copy of Assessment Consent Form</li> <li>b. Assess</li> <li>c. Attend IFSP meeting</li> <li>d. Begin services if eligible</li> <li>e. Report progress notes for each visit to ECI on a weekly basis</li> </ol> </li> </ul>

## V. Definitions

Word / Acronym	Definition
<b>ARD</b>	Admission Review and Dismissal Meeting held to determine eligibility, and if the child is eligible to put services in place through the LEA children (ages 3-21); similar to an IFSP meeting
<b>COMS</b>	Certified Orientation and Mobility Specialist; person certified to teach individuals with visual impairments to travel safely, confidently, and independently in their environment
<b>D/HH</b>	Deaf / Hard of Hearing
<b>ECI</b>	Early Childhood Intervention; a statewide program for families with children, birth-to-three, with disabilities and developmental delays ECI services provided in Tarrant, Denton, Ellis, Erath, Hood, Johnson, Navarro, Palo Pinto, Parker, Somervell & Wise Counties are offered through the Early Childhood Services division of My Health My Resources (MHMR) of Tarrant County
<b>ECS</b>	Early Childhood Services
<b>ECSE</b>	Early Childhood Special Education
<b>EIS</b>	Early Intervention Specialist; credentialed professional who meets specific educational requirements established by HHS ECI and has specialized knowledge in early childhood cognitive, physical, communication, social-emotional, and adaptive development
<b>ESC 11</b>	Education Service Center Region 11
<b>ESY</b>	Extended School Year
<b>IDEA Part B</b>	Individuals with Disabilities Education Act - Part B A federal program that provides grants to states to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21
<b>IDEA Part C</b>	Individuals with Disabilities Education Act - Part C A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families
<b>IEP</b>	Individualized Education Plan used to define services for children (ages 3-21)
<b>IFSP</b>	Individualized Family Service Plan as defined in 34 CFR §303.20. A written plan of care for providing early childhood intervention services and other medical, health and social services to an eligible child and the child's family when necessary to enhance the child's development.


<b>Word / Acronym</b>	<b>Definition</b>
<b>IFSP Team</b>	An interdisciplinary team that meets the requirements in 34 CFR §303.24(b) (relating to Multidisciplinary), and develops, reviews, modifies, and approves the IFSP and includes the parent, service coordinator, all ECI professionals providing services to the child, as planned on the IFSP, Teacher of students who are Deaf/Hard of Hearing (TODHH), as appropriate, and/or Teacher of students with Visual Impairments (TVI) and COMS, as appropriate
<b>LEA</b>	Local Education Agency; a term commonly used to mean a school district or charter school
<b>Limited Personally Identifiable Information</b>	The child's and the parent's names, addresses, and phone number; child's date of birth; service coordinator's name; language spoken by the child and family
<b>LRE (LEA)</b>	Least Restrictive Environment A law under IDEA that students with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily. [20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114.]
<b>Natural Environment (ECI)</b>	As defined in 34 CFR §303.26, natural environments are settings that are natural or typical for a same- aged infant or toddler without a disability. They may include the home or community settings and must be consistent with the provisions of 34 CFR §303.126. (What are not natural environments? Hospitals, clinics, rehab centers, therapist's offices, group home settings.)  Settings that individual families identify as natural or normal for their family, including the home, neighborhoods, and community settings in which children without disabilities participate.
<b>Part B Potential Eligibility Notification</b>	Information sent to the school to begin the referral process; similar to the former 90-day referral
<b>Prior Written Notice</b>	The school district must provide a written notice (information received in writing) whenever the school district:  <ol style="list-style-type: none"> <li>(1) Proposes to begin or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a child; or</li> <li>(2) Refuses to begin or change the identification, evaluation, or educational placement of a child or the provision of FAPE to a child.</li> </ol> The school district must provide the notice in understandable language (34 CFR §300.503(c)).
<b>Procedural Safeguards</b>	This document gives a parent of a child with a disability a description of their legal rights, or procedural safeguards, under the Individuals with Disabilities Education Act (IDEA). Part B and Part C
<b>Receiving services</b>	Date eligibility for ECI / Part C services is determined. Note this is definition is different from the date for initiation of services for Part B
<b>RDSPD</b>	Regional Day School Program for the Deaf
<b>Service Coordinator</b>	The ECI employee or subcontractor who: <ol style="list-style-type: none"> <li>(1) Meets all applicable requirements in Subchapter C of this chapter (relating to staff qualifications);</li> <li>(2) Is assigned to be the single contact point for the family;</li> <li>(3) Is responsible for providing case management services as described in §108.405 of this title (relating to Case Management Services); and</li> <li>(4) Is from the profession most relevant to the child's or family's needs or is otherwise qualified to carry out all applicable responsibilities.</li> </ol>
<b>SPP12</b>	State Performance Plan Indicator 12 for federal data collection on Early Childhood Transition from Part C to Part B, required of LEA
<b>TEA</b>	Texas Education Agency is the state agency that oversees primary and secondary public education to provide leadership, guidance and resources to help schools meet the educational needs of all students.

<b>Word / Acronym</b>	<b>Definition</b>
<b>TODHH</b>	Teacher of students who are Deaf/Hard of Hearing; teacher certified to work with students who are Deaf/Hard of Hearing
<b>Transition Conference</b>	Face-to-face meeting with LEA, ECI, and parent; coordinated by ECI
<b>TSBVI</b>	Texas School for the Blind and Visually Impaired
<b>TSD</b>	Texas School for the Deaf
<b>TVI</b>	Teacher of students with Visual Impairments; a teacher certified to work with students with visual impairments
<b>VI</b>	Visual Impairment

## VI. Signatures

We have reviewed and adopted this Memorandum of Understanding between Mineral Wells ISD (LEA) and ECI of North Central Texas (ECI).


### On behalf of Mineral Wells ISD (LEA).


John Kuhn
Superintendent
8-8-22

*Printed Name*
*Title*
*Date*

*Signature*
*Printed Name*
*Title*
*Date*

### On behalf of ECI of North Central Texas:


Laura Kender
Chief of Early Childhood Services
8/2/2022

*Signature*
*Printed Name*
*Title*
*Date*

## VII. Sample LEA Agenda

- referenced on page 6

The Transition Conference should cover all the following:

**SAMPLE**

### LEA Agenda

1. Transition Conference
  - Informational meeting for parents to include eligibility definitions, timelines, process for consenting to an evaluation and eligibility determination, district continuum of placement options, and extended year services
  - Opportunity for parents to ask questions about transition
2. Referral Meeting
  - Documents required at referral meeting
    - ✓ Official Birth Certificate (or within 30 days)
    - ✓ Social Security Card
    - ✓ Proof of Address (i.e. electric bill, water bill, lease, etc.)
    - ✓ Affidavit of Residency may be required if parent has no household bills in their name
  - Complete referral forms
  - Sign consent for evaluation (if all information for referral is complete)
  - Schedule evaluation (when all referral documents are received)
3. Evaluation
  - Your child will participate in an evaluation which may include:
    - observing your child in a play setting
    - parent interview
    - activities with LEA staff
  - Schedule Admission, Review, and Dismissal (ARD) meeting
4. ARD Meeting
  - Review evaluation report
  - Determine eligibility for special education services\*
  - Develop Individual Education Plan (for eligible special education services)
  - Determine placement (for eligible special education services)
  - With parental consent, results of ARD meeting will be reported to ECI
5. Student will begin any eligible special education services on his/her third birthday, or as agreed upon during the ARD meeting.

ISD Contact Information:

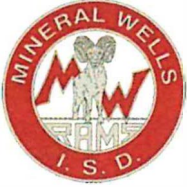
Phone: 000-000-0000

\*Your child must meet the criteria for one or more of the disability categories listed below and have an educational need to be eligible for special education services:

- |                                                     |                                 |
|-----------------------------------------------------|---------------------------------|
| • Deaf/Hard of Hearing                              | • Orthopedic Impairment         |
| • Autism*                                           | • Other Health Impairment       |
| • Deaf-Blindness                                    | • Specific Learning Disability* |
| • Emotional Disturbance*                            | • Speech or Language Impairment |
| • Intellectual Disabilities*                        | • Traumatic Brain Injury        |
| • Multiple Disabilities                             | • Visual Impairment             |
| • Non-categorical early childhood ages 3 through 5* |                                 |

\*Non-categorical early childhood ages 3 through 5 may be used in conjunction with this disability category.





# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take any Necessary Action Regarding contract with Public Transit Services .

**RECOMMENDED ACTION:** It is recommended that the board vote to approve the MoU with Public Transit Services.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** Special education transportation is defined in federal regulation [34 CFR Section 300.34 (c) (16 )] as a related service. Transportation is required to be provided as a related service if it is required to assist a child with a disability to benefit from special education.

**OVERVIEW:**

Mineral Wells ISD is now operating as an LEA and not SSA after the separation from the Palo Pinto County Shared Services Arrangement. All previous MOUs and contracts are now being updated to reflect the change. This contract is to provide transportation services to our special education students when our district transportation is unavailable. Example: eligible student needs busing to DAEP in which the district does not provide busing

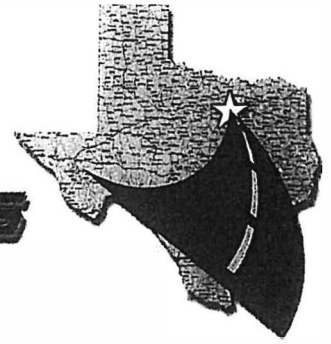
**FISCAL IMPACT:** variable expenditures to district

**ATTACHMENTS:** Contract with Public Transit Services

**DEPARTMENT(S) SUBMITTING FORM:** Special Education Department

**DEPARTMENT SIGNATURE/APPROVAL:** Kendra Fowler Digitally signed by Kendra Fowler  
Date: 2022.08.02 15:50:23 -05'00'

# **PUBLIC TRANSIT SERVICES**



*Putting People & Places Together*

Reta Brooks, Executive Director  
rbrooks@publictransitservices.org

PO Box 1055, Mineral Wells, Texas 76068  
940-328-1391 x 101

Dear Consumers,

July 7, 2022

Public Transit Services is about to begin our new fiscal year 2022/2023. It is time to renew our transportation contracts. In order to continue on a monthly billing system, we need a new signed contract on file before August 31, 2022.

Upon reviewing, please sign the contract and return it either by mail to PO Box 204, Weatherford, Texas 76086, Fax it to 940-328-1392, or scan and email to [terry@publictransitservices.org](mailto:terry@publictransitservices.org).

We look forward to providing your clients with transportation to appointments, etc. this year. If you have any questions, please call me at 940.328.1391 x 102.

Sincerely,

A handwritten signature in black ink that reads "Terry Roberson".

Terry Roberson  
Executive Administrator

## CONTRACT FOR TRANSPORTATION SERVICES

THE STATE OF TEXAS  
COUNTIES OF PALO PINTO & PARKER

1. This transportation contract is entered into this 1st day of September, 2022 between **Public Transit Services**, located at PO Box 204, Weatherford, Texas 76086 hereinafter known as the transporter. **Mineral Wells I.S.D. (Kendra Fowler, 906 SW 5<sup>th</sup> Avenue, Mineral Wells, Texas 76067)**. Hereinafter known as the contractor. This contract exist solely for the purpose of transporting clients for the contractor within the established area of operation of the Public Transit Services.
2. It is agreed that the transporter will be paid by the contractor in accordance with the current established fee schedule as approved and/or as amended. Billing will be submitted on a monthly basis as of the last day of the month. A \$10.00 service charge will be included on monthly basis for Administrative Charges any time there is a Invoice to be mailed.
3. This contract will be in effect from September 1, 2022 to August 31, 2023.
4. Normal hours of operations will be Monday thru Friday from 7:00 A.M. to 6:00 P.M.
5. The transporter agrees to assume all responsibility to see that the clients are transported as designated by the contractor. The contractor agrees to pay Public Transit Services for contracted services. The contractor will make payment in a timely manner. Late fee of \$20.00 will apply, as indicated on the invoice; net 15 days.
6. The transporter reserves the right to refuse service to any contractor clientele who repeatedly violates acceptable standards of conduct while on transporter's vehicle or is responsible for such conduct by other individuals.
7. This contract **cannot** be transferred from one party to another.

**PTS**

8. This contract can be terminated by either party by giving three (3) days written notice.
9. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respectively within the subject matter.

IN TESTIMONY WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED.

\_\_\_\_\_  
Executive Director  
Public Transit Services

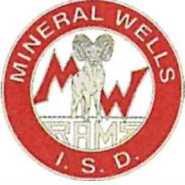
  
\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

8-8-22  
\_\_\_\_\_  
DATE

**PTS**

“PUTTING PEOPLE AND PLACES TOGETHER”



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take Any Necessary Action Regarding Server Infrastructure Upgrade

**RECOMMENDED ACTION:** It is recommended that the server infrastructure upgrade be approved as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** CH(LOCAL)

**OVERVIEW:**

The server infrastructure is nearing end-of-life as the hardware warranties are nearly or already have expired. MWISD currently maintains three physical servers that host nearly 20 virtual servers. Three new physical servers would be purchased and will be built on hyper-converged infrastructure (HCI) technology; instead of having three separately maintained host servers, the three HCI servers are logically a singular platform. HCI technology improves server uptime (high availability) and lowers maintenance costs. Additionally, HCI technology includes software support along with hardware warranties. The requisition for this would be made September 1, 2022 to place it in the 2022-2023 technology budget cycle.

**FISCAL IMPACT:** \$69,377.91

**ATTACHMENTS:** CDW-G Quote # MVRG234 and SOW

**DEPARTMENT(S) SUBMITTING FORM:** Technology

**DEPARTMENT SIGNATURE/APPROVAL:** Justin A. Lascsak

Digitally signed by Justin A. Lascsak  
Date: 2022.08.02 07:19:13 -05'00'



# QUOTE CONFIRMATION

DEAR JUSTIN LASCSAK,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVRG234	6/28/2022	NUTANIX	3711862	\$52,122.91

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Nutanix AOS Pro - subscription license + Production Support - 1 license</a> Mfg. Part#: SW-AOS-PRO-PRD Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	1	6499807	\$28,630.18	\$28,630.18
<a href="#">Nutanix AOS Pro - subscription license + Production Support - 1 CPU core</a> Mfg. Part#: L-CORES-PRO-PRD Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	30	6499811	\$0.00	\$0.00
<a href="#">Nutanix AOS Pro - subscription license + Production Support - 1 TIB capacit</a> Mfg. Part#: L-FLASHTIB-PRO-PRD Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	11	6499812	\$0.00	\$0.00
<a href="#">Nutanix AOS Pro - Term License - 1 license</a> Mfg. Part#: TERM-MONTHS Electronic distribution - NO MEDIA Contract: MARKET	36	6501791	\$0.00	\$0.00
<a href="#">NUTANIX 24X7 PROD HW SUP HCI APP</a> Mfg. Part#: S-HW-PRD Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	3	5642018	\$526.45	\$1,579.35
<a href="#">NUTANIX SUPPORT TERM</a> Mfg. Part#: SUPPORT-TERM Electronic distribution - NO MEDIA Contract: MARKET	36	5642025	\$0.00	\$0.00
<a href="#">Nutanix NX-1175S-G8 1 Node Xeon Silver 4310T Application Accelerator</a> Mfg. Part#: NX-1175S-G8-4310T-CM Contract: TIPS Technology Solutions Products and Services (200105)	3	6810653	\$4,198.49	\$12,595.47
<a href="#">Nutanix - DDR4 - 64 GB - DIMM 288-pin - 3200 MHz PC4-25600 - registered</a> Mfg. Part#: C-MEM-64GB-3200-CM Contract: TIPS Technology Solutions Products and Services (200105)	6	6321359	\$426.94	\$2,561.64
<a href="#">Nutanix 6TB 3.5" Hard Drive</a>	6	6691125	\$244.15	\$1,464.90

**QUOTE DETAILS (CONT.)**

Mfg. Part#: C-HDD-6TB-BA-CM Contract: TIPS Technology Solutions Products and Services (200105)				
<a href="#">Nutanix 1.92TB Solid State Drive</a>	6	6681875	\$472.01	\$2,832.06
Mfg. Part#: C-SSD-1.92TB-A-CM Contract: TIPS Technology Solutions Products and Services (200105)				
<a href="#">Nutanix 25GbE 2-Port SFP28 Network Adapter</a>	3	6516087	\$358.07	\$1,074.21
Mfg. Part#: C-NIC-25G2A1-CM Contract: TIPS Technology Solutions Products and Services (200105)				
<a href="#">Nutanix - power supply - 600 Watt</a>	6	6810971	\$216.94	\$1,301.64
Mfg. Part#: C-PSU-600-A-CM Contract: TIPS Technology Solutions Products and Services (200105)				
<a href="#">Nutanix - power cable - IEC 380-C13 to IEC 60320 C14 - 4 ft</a>	6	6688036	\$13.91	\$83.46
Mfg. Part#: C-PWR-4FC13C14A-CM Contract: TIPS Technology Solutions Products and Services (200105)				

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$52,122.91
<b>Billing Address:</b> MINERAL WELLS ISD ACCTS PAYABLE 906 SW 5TH AVE MINERAL WELLS, TX 76067-8445 <b>Phone:</b> (940) 325-6404 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$52,122.91</b>
	<b>DELIVER TO</b>	
<b>Shipping Address:</b> MINERAL WELLS ISD JUSTIN LASCSAK 906 SW 5TH AVE MINERAL WELLS, TX 76067-8445 <b>Phone:</b> (940) 325-6404 <b>Shipping Method:</b> DROP SHIP-GROUND	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Laura Clark

(877) 325-6205

laurcla@cdwg.com

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 For more information, contact a CDW account manager

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# SERVICES PROPOSAL

## PROJECT FUNDAMENTALS

<b>Project Name:</b>	Nutanix Cluster Deployment Services - AHV	<b>Requested By (Sales):</b>
<b>Customer Name:</b>	Mineral Wells ISD	
<b>CDW Affiliate:</b>	CDW Direct, LLC	
<b>Effective Date:</b>	July 18, 2022	<b>Submitted By (SA/ISA):</b> Brian Carlson, Kate Moore, Rendel Green
<b>Version:</b>	1.0	

## CUSTOMER-DESIGNATED LOCATIONS

Location(s)	Service(s)		
Single Site TBD	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work

## PROJECT SCOPE

This scope of engagement, together with the Agreement between the CDW entity selling the Services described herein (“**Seller**” or “**Provider**”), and the Customer ordering such Services (“**Customer**”), shall be deemed to be a contract upon Seller’s acceptance of Customer’s Purchase Order (“**PO**”).

## SERVICES SUMMARY

Seller will perform the following:

- Install and configure a Nutanix cluster consisting of up to four (4) nodes utilizing AHV as the hypervisor.

## NUTANIX CLUSTER DEPLOYMENT SERVICES - AHV

Services will consist of the items listed below (“**Services**”):

- Pre-Engagement Call (Customer Kick-off Meeting)
  - Review scope and expectations
  - Identify stakeholders and key contacts
  - Identify project constraints and limitations
- Cluster Design and Planning Session
  - Remote session with Customer and Seller to discuss design and planning variables
  - Perform verification of site readiness for service delivery
  - Work with Customer to design the layout and configuration of the Nutanix cluster
    - Discussions around layer 2 data and management networking, cluster layout, design variables, etc.
  - Complete discovery, configuration, and Nutanix cluster pre-installation checklist and review with Customer
  - Complete solution summary documentation and applicable Visio drawings
- Nutanix Cluster Deployment and Configuration
  - Performs the pre-site installation checklist with Customer team
    - Confirms network and connected switch settings
    - Conducts a site readiness assessment for project
    - Completes the Nutanix pre-installation site checklist
  - Racks, cables, and power testing of Nutanix cluster
    - If using 3<sup>rd</sup> party hardware, the appropriate prep SoW module must be added to the scope to account for connectivity and firmware efforts
    - If the project will be completed remotely, Seller will assist Customer in racking and cabling verification to ensure proper physical installation and connectivity
  - Initial Imaging and OS installation for all nodes in cluster via Nutanix Foundation
    - Validation of
      - IP, DNS, NTP, data network settings
      - Node/cluster intercommunication
      - Controller Virtual Machine (CVM) Validation
    - If the project will be completed remotely, Seller will assist Customer with installing and configuring a local Nutanix Foundation appliance for purposes of imaging.
  - Configuration of AHV Cluster
    - Cluster Administration Settings (Users, NTP, SMTP, SNMP)
    - Storage Pool/Storage Container creation and configuration
    - Virtual Network configuration for VM traffic
- Prism Central Deployment and Configuration
  - Deployment of Prism Central VM
  - Configuration and integration of Prism Central to new/existing clusters
  - If PrismPro license was purchased, install license to unlock PrismPro features
- Nutanix Asynchronous DR – Manual Data Protection Configuration

- If multiple Nutanix clusters are in use, configure if Customer desires:
  - Async Protection Domains (up to 3)
  - Protected VMs (up to 5)
  - Replication Schedules
  - Discussion around manual VM failover and recovery concepts
- Check data replication operations for successful transmission to remote cluster (VM recovery and operability testing and runbook documentation is out of scope for this service)
- Functional Demonstration and Knowledge Transfer around Nutanix AHV cluster
  - Prism Dashboard Overview and Administration
  - Functional Demonstration of Nutanix administration
    - AHV Upgrades via Prism
    - Addition of nodes to AHV cluster
    - NCC Health Check
    - If PrismPro license was purchased and installed, overview of PrismPro additional features
  - Workload Migration
    - Migration or creation of up to five (5) non-production VMs to AHV cluster, using available tools

## **DATA MIGRATION SCOPE**

Customer is requesting assistance to migrate approximately 3 TB of Data from an existing Nutanix Hyper-V storage solution (“Source”) to a new Nutanix AHV storage solution (“Target”). Seller will work with Customer to Plan, Design and Migrate Data on specific hosts from started sources(s) to specific target(s) according to the scope boundaries set forth below: including Data Gathering, Assessment, Planning, Design, Implementation and Migration data validation. Seller will use Storage Solution Native Windows tools as it primary tool(s) for migration of data during this project an may elect, at Sellers’s discretion, to employ the use of other appropriate methods as needed to complete the migration of data as defined in this SOW. This process will be based upon mutually agreed upon downtime requirements, planned in advance by both the Seller and Customer.

## **SOURCE ENVIRONMENT**

- Nutanix Hyper-V
  - Approx. 3TBs, 26 VMs,

## **TARGET ENVIRONMENT**

- Nutanix AHV
  - Approx. 3TBs, 26 VMs,

## **DATA MIGRATION**

Seller’s approach to this Data Migration project is addressed in the following phases:

- Discovery & Assessment
- Planning & Design
- Preparation
- Pilot
- Data Migration
- Validation

## **DISCOVERY AND ASSESSMENT PHASE**

- Seller will perform a physical and logical inventory of the Customer storage environment and supporting network hardware, and will gather information regarding the data type, size, and environment.
- Customer will complete a data assessment questionnaire provided by the Seller.
- Seller will review the questionnaire and communicate with the Customer as needed for additional or follow up information.

- Seller will run a data gathering and validation tool on Customer network (remote) in order to collect, analyze and validate Customer data is in line with project information.
- Seller will work with the Customer if any needed outages are identified to ensure minimal impact to the Customer business operations as well as to ensure correct collection of data.
- Seller will complete the analysis of existing host data collected and document any required changes to hardware/software/firmware and provide the list to the Customer.

### PLANNING AND DESIGN PHASE

- Upon completion of the discovery and assessment phase, Seller will create a data migration strategy based on Customer specific needs. The Seller and Customer will review the findings and recommendations.
- A migration plan will be submitted to Customer for approval before proceeding.
- Once the migration plan has been accepted then the Seller will create a pilot and validation plan. The purpose of this plan is to test in a controlled pilot group the migration strategy.
- Validate the migration environment to ensure the appropriate assets will be migrated and meet Seller's interoperability requirements.
- Correlate storage environment information and plan for the migration solution.
- Create documentation of the proposed architecture in the Configuration Guide.
- Work with Customer to develop post migration cutover plan.
- Determine the engagement process and schedule.
- Determine Downtime windows.
- Determine Customer Change Control.

### PREPARATION PHASE

- Validate that the relevant equipment is on-site at the appropriate location with power and cable requirements met
- Confirm with the Customer the installation, cabling, and connectivity to system cabinets are in accordance with the solution design
- Verification of the network, server, or storage configuration changes
- Installation and setup of the migration tool(s)
- Confirm Customer has completed a full backup of all data from source systems

### PILOT PHASE

- Development of the Data Migration Validation Plan with the Customer
- Perform a test migration with data subset
- Review Pilot results upon successfully completion
- Modify migration plan and conduct second pilot if required

### DATA MIGRATION PHASE

- Migration of the data in scope of this SOW
- Upon determination of migration plan and technique, specific implementation plans will be generated and executed.

### VALIDATION PHASE

- Review Data Validation plan with Customer
- Validate migrated data attributes
- Validate target system configuration
- Verify I/O is suspended and confirm with Customer that data removal from system is complete
- Perform post-migration clean up, including removal of any zoning, device mappings, port connections, and migration software or storage configuration settings that are no longer required in the environment
- Remove migration appliances as needed
- Provide appropriate Knowledge Transfer and target system Overview as applicable

## CUSTOMER RESPONSIBILITIES

- If using 3<sup>rd</sup> party hardware for Nutanix solution, Customer must ensure hardware meets Nutanix interoperability and compatibility requirements for use and that firmware is installed and updated as per Nutanix recommended versions.
- Customer needs to have a 10GbE Top-of-Rack (TOR) switch to use with the Nutanix cluster and it must have the appropriate number of 10GbE open ports available/licenses to use those ports. Otherwise Customer will need to purchase a TOR switch and/or additional licenses to open those ports.
- Customer needs to have a 1Gb management switch to use with the Nutanix cluster and it must have the appropriate number of open ports available/licenses to use those ports. Although not recommended, the same switch for ToR connectivity can be used for management if the applicable ports are available.
- Configuration of network switches for data and management will be completed by the Customer unless explicitly stated otherwise in the “Services Summary” section above.
- For remote-based deployments, Customer will need to ensure that they have the infrastructure to install and configure a Nutanix Foundation VM appliance for temporary use in Nutanix cluster imaging. This can be on an existing virtual infrastructure or built as a VM on a workstation. Connecting the nodes to a temporary 1Gb management switch is recommended to ensure traffic does not affect production network load. Additionally, node IPMI's will be assigned static IP addresses to help with imaging process.
- Assist Seller with project planning and design variable gathering.
- Customer is responsible for creating a backup of the VMs to be test migrated
- Customer shall provide Provider with detailed and accurate information regarding its current network environment, including information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
- Customer shall perform a full working backup of its network prior to commencement of the Services. Seller is not responsible for lost data.
- Provide qualified personnel who will perform Customer’s obligations under this SOE, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
- Provide Seller’s personnel with appropriate levels of access and privilege to systems and information necessary for Seller’s performance of the Services
- Limiting access to Customer’s network and/or facilities only as needed to perform the Services
- Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOE
- Site Preparation:
  - All hardware will be received and inventoried prior to scheduling Seller to arrive onsite. All hardware/software/firmware are compatible in accordance with manufactures support matrix(s)
  - Complete all change control task(s) and schedule all required maintenance windows.
  - Customer shall assume all responsibility for site preparation, including space, cabling, HVAC and electrical requirements that have already been provided.
  - Customer is responsible for providing customer-owned or licensed copies of any customer or third-party software that Seller is required to install on the Customer’s behalf.
- Together with Seller, schedule the performance of the services.
- Provide other full-time qualified, knowledgeable personnel who will perform your obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the services.
- Your personnel will be available on a timely basis, and when reasonably requested by Seller, your personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.

- When services are performed at your location, you will provide adequate, co-located workspace for the engagement personnel (both Sellers' personnel and your personnel) with appropriate system access. Seller recommends keeping these personnel separate from support teams and those performing daily operations.
- Acquired all necessary hardware and software required to complete this project.
- Provide Seller all appropriate media, licensing, and software keys.
- Provide network connectivity, including cabling, Internet access and voice access for local and long distance calls.
- Must perform a full back-up prior to Seller arriving to perform the service requested. Seller is neither liable nor responsible for the loss, back-up, or restore of any Customer data.
- Grant or facilitate authorized Seller project delivery personnel the timely access to all related Customer equipment, systems, device and system consoles, (restricted access or otherwise secured location) that Seller would require in order to execute the Services set forth in this SOW.
- Current LAN, WAN, Network Storage or related Systems documentation, including any relevant drawings, diagrams, layouts and schematics to the Customer Environment either included or affected by the tasks set forth in this SOW, and as requested by Seller.
- Inventory of Storage devices, physical and virtual to include SAN, NAS and Disk Arrays or as otherwise required by Seller.
- All post-migration activities (i.e. reconfiguring replication and backups).

## ASSUMPTIONS AND ACKNOWLEDGEMENTS

- Services will be delivered onsite or remotely, based on Customer needs and project intent.
- Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input
- The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule
- Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws ("**Personal Data**") within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services
- The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
- If you require Seller to perform additional tasks that fall outside of this SOW additional charges may be incurred and will require Customer sign-off before additional tasks can be completed.
- Services not specified in this SOW are considered out-of-scope and will be addressed with a separate SOW or Change Order.
- Customer must provide valid licenses for all operating systems.
- Customer will provide either a Project Manager or other consistent and knowledgeable resource familiar with the Customer environment, processes and procedures in order to facilitate the timely execution of the tasks Seller is expected to complete as part of this SOW.
- The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
- You and Seller will follow Seller's Project Management Methodology for this project. Seller's Project Management Methodology is as follows: Customer will work with Seller to define roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.
- If you require Seller to perform additional tasks that fall outside of this SOW additional charges may be incurred and will require Customer sign-off before additional tasks can be completed.
- Existing network is in good working order.
- All discovery Services are best effort and are dependent on the network being fully functional.
- Customer has knowledge about current environment, storage area network, networking infrastructure.
- Customer resources committed to the engagement will be made available throughout the engagement.

- Customer has acquired all necessary hardware and software required to fulfill this project. Delays in hardware and software delivery may increase costs or change the project timeline.
- Project management tasks will be performed remotely.
- Seller will not be liable for any loss, corruption, or any other damage to data or software involved in this project.
- The number of VMs moved depends on migration window time and will be agreed upon by customer and seller prior to migration.
- Customer and Seller agree that the total number of “servers” (VM’s) involved in the migration is 26.
- Any change in the number of servers to be migrated will require a Project Change Request to the original SOW approved by both Seller and Customer and may require Seller to modify the number of servers migrated, per session accordingly.
- Additional licensing cost may be applied depending on the agreed upon migration strategy. Customer will be responsible for any additional costs.

## ENGAGEMENT PLANNING AND MANAGEMENT

The following planning tasks will be performed:

1. Internal project technical planning
2. External project meeting
3. Project management

## OUT OF SCOPE

- Firmware upgrades for non-Nutanix hardware (3<sup>rd</sup> party hardware platforms) unless otherwise stated with the appropriate services module.
- Creation and configuration of new vCenter appliances, unless otherwise stated with the appropriate services module.
- Nutanix Metro Availability
- Configuration of LAN/SAN switches
- Remediation of any issues or problems is out of scope for this engagement
- Seller will not perform Services for Customer’s foreign affiliates if any
- Any other Services not specified herein
- Replacement of any security certificates.
- Any P2V conversions
- Network configuration of switches/non-Nutanix devices to support DR configuration
- Recovery or operability testing on production VMs
- Migration of any server not within the defined SOW
- Any LUN consolidation.
- Application verification – Customer is required to verify data/application integrity.
- Client configuration changes
- Tasks not defined within this SoW

## ITEM(S) PROVIDED

Item	Description	Format
Nutanix Planning and Design Documentation	Pre-installation checklist for the project	Various

Item	Description	Format
Nutanix Cluster As-Built Documentation	Design variable documentation	PDF
Nutanix Administration Documentation	Vendor Procedural documentation	PDF/URL

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

This Services Proposal is valid for 30 days from the above “Effective Date”.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$17,255.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

Project Milestones	Percentage	Fees
Signed SOW	50%	\$8,627.50
Completion of Work	50%	\$8,627.50
<b>Totals</b>	<b>100%</b>	<b>\$17,255.00</b>

## EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

## NOT FOR SIGNATURE

THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY'S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: August 8, 2022

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, Consider, and Take Any Necessary Action Regarding Approval of the 2022-2023 Innovative Courses List.

**RECOMMENDED ACTION:** It is recommended that the 2022-2023 Innovative Courses list specified in the Texas Education Data Standards be approved as presented.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** TAC 74.27

**OVERVIEW:**

David Tarver, Assistant Superintendent of Student Services/Human Resources will present a composite list of TEA's Innovative Courses of which Mineral Wells ISD can currently offer.

Innovative Courses allow districts to offer state-approved innovative courses to enable students to master knowledge, skills, and competencies not included in the essential knowledge and skills of the required curriculum.

With the approval of the local board of trustees, school districts and charter schools may offer any state-approved innovative course for state elective credit only. A district does not need apply to the agency to offer an approved innovative course.

Mineral Wells ISD seeks approval to offer Innovative Courses, approved by the state, upon identification of a need/interest in such field.

**FISCAL IMPACT:** NA

**ATTACHMENTS:** 2022-2023 Texas Education Data Standards

**DEPARTMENT(S) SUBMITTING FORM:** Assistant Superintendent HR/Student Services

**DEPARTMENT SIGNATURE/APPROVAL:** 



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

- Academic Goals**
- Academic Competitiveness
    - Early Literacy (HB3)
    - Early Math (HB3)
    - Other
  - Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Announce Tentative Tax Rate; Set Board Meeting for August 29, 2022 for Adoption of Final Budget, New Budget, and Tax Rate

**RECOMMENDED ACTION:** This item is for information only

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** Board Policy CE(LOCAL)

**OVERVIEW:**

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District and campus level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.

Tentative Tax Rate: 1.2277 (General Fund .9429 and Debt Service .2848)

**Proposed Budget Schedule:**

August 4 Budget Workshop 6:00 p.m.

August 22, Budget Workshop 6:00 p.m.

August 29, Approve final budget amendment, adopt 2022-2023 budget and set tax rates 6:00 p.m.

**FISCAL IMPACT:** Not known at this time

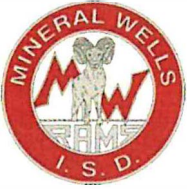
**ATTACHMENTS:** None

**DEPARTMENT(S) SUBMITTING FORM:** Business and Finance

**DEPARTMENT SIGNATURE/APPROVAL:**

[Signature]

[Signature]



**BOARD OF TRUSTEES**  
**Agenda Item**

MEETING DATE: 8/8/22

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Calendars for August and September

**RECOMMENDED ACTION:** This item is for information only

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):**

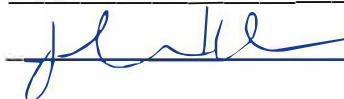
**OVERVIEW:**

See attached calendars

**FISCAL IMPACT:** N/A

**ATTACHMENTS:** August and September Calendars

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent

**DEPARTMENT SIGNATURE/APPROVAL:** 

# August 2022

August 2022							September 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 31	Aug 1	2	3	4	5	6
	8:00am MWISD Professional Development Day (All Campuses) 4:00pm					
	8:00am New Ticket Holders 8am -12pm, 1pm - 4pm (High School) - Simonton, Kelly 4:00pm					
	6:30am Volleyball	Volleyball 2-days	8:00am MWHS Seniors	Volleyball 2-days 7am	8:00am New Ticket	10:00am Scrimmage
	8:00am Mineral Wells	7am-9am & 11am-	Pictures (Auditorium)	Volleyball 2-days 7am	Holders 8am -12pm,	Vball vs Poolville
	1:00pm Volleyball	5:00pm Freshman	- Simonton, Kelly	9:00am Chromebook	2:00pm Lady Rams	9th/JV/V (MWHS) -
					Volleyball @ Brock	Simonton, Kelly
7	8	9	10	11	12	13
	MWISD First Day of School - Edlio Calendar	MWHS VBall vs Millsap/Iowa Park TBA on time 9/JV/V (MWHS) - Simonton, Kelly		Cross Country Meet at Birdville ISD	Lady Rams Varsity Volleyball	
	7:00pm MWISD Board Meeting				Student/Staff Holiday -	
					5:30pm MWHS JV Rams	
					7:00pm Rams Varsity	
14	15	16	17	18	19	20
		Lady Rams Volleyball @ Dublin (Dublin High School) - Edlio Calendar		5:00pm Rams 9th, JV and Varsity Football @ Breckenridge Scrimmage (Breckenridge High	Lady Rams Varsity Volleyball @ Lu Allen Tournament - Edlio	
					Student/Staff Holiday - Edlio Calendar	
					5:00pm Football -Fan Pledge & Team	
21	22	23	24	25	26	27
		4:30pm Lady Rams Volleyball @ Lake Worth (Lake Worth High School (4210 Boat Club Rd, Lake		Lady Rams Varsity Volleyball @ Dublin Tournament - Edlio	Lady Rams JV Volleyball @ Dublin Tournament	
				5:00pm 9th & JV Rams Football @	MWHS Cross Country Meet @ Hillsboro	Lady Rams Varsity Volleyball @ Dublin Tournament
					MWISD Professional	
					7:30pm MW vs	
28	29	30	31	Sep 1	2	3
		4:30pm MWHS VBall vs Castleberry 9/JV/V (MWHS) - Simonton, Kelly	5:00pm MWHS Varsity Football home-Fr/JV 5pm & 6:30pm vs Western Hills (Ram Stadium) - Simonton,			

# September 2022

September 2022							October 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 28	29	30	31	Sep 1 MWS Varsity Rams Football @ Western Hills (Clark Stadium) - Edlio Calendar	2 MWS Cross Country Meet @ Burleson Elk Student/Staff Holiday - Edlio Calendar 4:30pm VBall vs Godley	3
4	5	6 5:00pm 7th grade Football vs Irma Marsh (Ram Stadium) - Simonton, Kelly	7 8:00am MWS Fall Pictures-Underclassmen (Auditorium) - Simonton, Kelly	8 9:00am 9th & JV Rams Football @ Benbrook (Benbrook Middle/High School (201 Overcrest Dr.	9 MWS Cross Country Student/Staff Holiday 4:30pm VBall vs Rio 4:30pm VBall vs Wichita 7:00pm MWS	10
11	12 6:30am Copy: LAMAR: FALL PICTURES - Edlio Calendar	13 LAMAR WEAR BLUE FOR TRUSTWORTHY 4:30pm Lady Rams Volleyball vs. Wichita 5:00pm 7th grade	14	15 End of 1st Six Weeks - Edlio Calendar MWS/MWJH Cross Country Meet @ 5:00pm 9th & JV Rams	16 Accelerated Instruction Day - Edlio Calendar MWS Varsity Rams Football @ Sanger (Sanger High School)	17 Mineral Wells Band Marching Contest (Ram Stadium & Parking in front of School with Buses) -
18	19 Beginning of 2nd Six Weeks - Edlio Calendar	20 2:00pm Copy: LAMAR CHARACTER KID ASSEMBLY - Edlio 5:00pm 8th grade Football vs Lake	21	22 MWS Cross Country Meet @ Lampasas Battlin Badger 5:00pm 9th & JV Varsity Rams vs. Graham -	23 MWS Varsity Rams @ Graham (Graham) Student/Staff Holiday - Edlio Calendar 4:30pm Lady Rams	24
25	26	27 4:30pm MWS VBall vs Stephenville 9/JV/V (MWS) - Simonton. 5:00pm 8th grade Football vs Chisholm	28 9:00am MWS College Fair Day (Cafeteria) - Simonton, Kelly	29 5:00pm 9th & JV Rams Football @ Gatesville - Edlio Calendar	30 Student/Staff Holiday - Edlio Calendar 7:00pm MW Rams Football vs Gatesville (Ram Stadium) -	Oct 1