

Regular Meeting
Monday, September 18, 2023 6:30 PM

Cannady Cedar Hill Room
285 Uptown Blvd.
Cedar Hill, Texas 75104

Agenda

1. CALL TO ORDER
FIRST ORDER OF BUSINESS - Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.
2. CLOSED SESSION
Recess to Executive Session, pursuant to Texas Open Meetings Act, Texas Government Code Section:

551.071) Private consultation with the board's attorney, and

551.072) Deliberation regarding real property

551.074) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

551.082) Considering discipline of a public school child, or complaint or charge against personnel

551.076) To conduct deliberations regarding security devices or security audits.

If, during the course of the meeting, the Board of Trustees should determine that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section listed above.

The Board will vote on matters in Open Session considered in Closed Session or matters considered if the Board enters into a Closed meeting during the meeting, if applicable.

3. PUBLIC SESSION
 - 3.A. Pledges

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald B. Hudson, Superintendent of Schools

Subject: Pledge Leaders

Information - Student Pledge Leaders

Chloe Chenevert is an eighth grader at Collegiate Academy. Chloe is an honor scholar who has attended the Academy all three years. Her parents are Jared Chenevert, a professional chef, and Alisha Chenevert, a high school assistant principal and her sister Clarke is in the 10th grade.

Emily Bray is a fifth grade scholar at Waterford Oaks Elementary School. She is the daughter of Justin and Analy Bray, Analy currently works as a SKILL Aide at Waterford Oaks. Emily is a member of Student Council, National Elementary Honor Society and a model scholar.

BACKGROUND INFORMATION:

Texas Pledge Leader: Emily Bray, Waterford Oaks Elementary

US Pledge Leader: Chloe Chenevert, Collegiate Academy Middle School

BOARD ACTION REQUIRED:

None

POLICY AUTHORIZATION:

None

CONTACT PERSON:

Michael Sudhalter - CHISD Communications Coordinator

FUNDING SOURCE:

None

ENCLOSURES:

None

3.A.1. Pledge to the American Flag

Presenter: Chloe Chenevert

3.A.2. Pledge to the Texas Flag

Presenter: Emily Bray

3.B. Prayer

4. COMMUNICATIONS/RECOGNITIONS

4.A. Academics Department Efficiency Report

Presenter: Dr. Shemeka Millner- Williams

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18 ,2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Academics DER

Information

BACKGROUND INFORMATION:

At the heart of our Pre-Kindergarten through 12th grade system, the Academics Department is dedicated to its mission of providing a transformative educational experience that equips all students with the knowledge, skills, and values necessary for success in an ever-changing world. Our purpose is deeply rooted in our commitment to nurturing the intellectual, social, emotional, and ethical growth of every learner within our diverse and dynamic community. This report includes updates regarding the organizational structure and progress of the Cedar Hill ISD Academics Department.

RECOMMENDATION:

Information Only

BOARD ACTION REQUIRED:

None

POLICY AUTHORIZATION:

None

CONTACT PERSON:

Shemeka Millner, Asst. Superintendent of Academics

FUNDING SOURCE:

None

ENCLOSURES:

Academics DER Presentation

5. CITIZENS FORUM: The Board will now hear those who wish to make comments and who have completed and returned the Public Forum Citizen Participation Form. This section will be conducted in accordance with the Texas Open Meetings Act and Board Policy. Speakers must limit comments to issues that can be presented in a public forum. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels.
6. LONE STAR GOVERNANCE
Founded on research, Lone Star Governance (LSG) is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: Improving student outcomes. Lone Star Governance accomplishes this intense focus through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity.
7. PRESENTATION
 - 7.A. Efficiency Audit Presentation
Presenter: Mrs. Carla Settle

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Efficiency Audit Results

Information

BACKGROUND INFORMATION:

Texas Education Code, Section 11.184 requires the board of trustees to conduct an efficiency audit before seeking voter approval to adopt a tax rate for the maintenance and operations of the district at an election held for that purpose. The audit is an investigation of the operations of a school district to examine fiscal management, efficiency, and utilization of resources. The information includes data and tools that the State of Texas currently utilizes to measure school district efficiency. Whitley Penn, LLP was engaged to conduct the efficiency audit.

RECOMMENDATION:

N/A

BOARD ACTION REQUIRED:

N/A

POLICY AUTHORIZATION:

TEC 11.184

Board Policy CCG (LEGAL)

CONTACT PERSON(S):

Carla Settle, Chief Financial Officer

Paula McBride, Executive Director of Finance

Funding Source:

General Operating (199)

ENCLOSURES:

Efficiency Audit Report

8. CONSENT AGENDA

8.A. Minutes from Previous Board of Trustee Meetings

Presenter: Courtney Lackey Wilson

Regular Meeting
Monday, August 21, 2023 6:30 PM Central

Cannady Cedar Hill Room
285 Uptown Blvd.
Cedar Hill, Texas 75104

1. CALL TO ORDER at 6:34 PM

FIRST ORDER OF BUSINESS - Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

Trustees present are Gayle Sims, Ramona Ross-Bacon, Cheryl Wesley, Robert Riggs, Carma Morgan, and Denishea Williams. Dr. Denise Roache-Davis is absent.

2. PUBLIC HEARING TO DISCUSS PROPOSED TAX RATE

The Board encourages comments about the District from members of the public. Anyone who has signed up to speak in advance of the meeting in accordance with procedures may do so at this time. Each participant should address the Board from the podium microphone, stating their name and address before speaking. The Board asks that each participant's comments pertain to District business and be no longer than three (3) minutes. Copies of presentations should be made available to all Trustees and the Superintendent.

2.A. Proposed Tax Rate Presentation presented by Carla Settle, Chief Financial Officer

3. CLOSE PUBLIC HEARING FOR PROPOSED TAX RATE at 6:34 PM.

4. RECONVENE OPEN SESSION at 7:00 PM.

Recess to Closed Session at 7:01 PM.

5. CLOSED SESSION opened at 7:09 PM.

Recess to Executive Session, pursuant to Texas Open Meetings Act, Texas Government Code Section:

551.071) Private consultation with the board's attorney,

551.074) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

551.082) Considering discipline of a public school child, or complaint or charge against personnel.

551.076) Deliberation regarding security devices or security audits

(1) the deployment, or specific occasions for implementation, of security personnel or devices; or

(2) a security audit.

551.087) To discuss or deliberate regarding economic development negotiations

If, during the course of the meeting, the Board of Trustees should determine that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section listed above.

The Board will vote on matters in Open Session considered in Closed Session or matters considered if the Board enters into a Closed meeting during the meeting, if applicable.

Closed Session closed at 7:35 PM.

6. PUBLIC SESSION Reconvened to Public Session at 7:40 PM.

6.A. Pledge to Flags

6.A.1. Pledge to the American Flag

6.A.2. Pledge to the Texas Flag

6.B. Prayer led by Cheryl Wesley

7. COMMUNICATIONS/RECOGNITIONS

7.A. First Week of School Recap

7.B. Fine Arts Department Efficiency Report

8. CITIZENS FORUM: The Board will now hear those who wish to make comments and who have completed and returned the Public Forum Citizen Participation Form. This section will be conducted in accordance with the Texas Open Meetings Act and Board Policy. Speakers must limit comments to issues that can be presented in a public forum. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels. **There were no public comments.**

9. LONE STAR GOVERNANCE

Founded on research, Lone Star Governance (LSG) is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: Improving student outcomes. Lone Star Governance accomplishes this intense focus through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity.

10. ACTION ITEMS

10.A. Consider Approval for the 2023-2024 school year, to delegate contractual authority to obligate the School District under Texas Education Code (TEC) 11.1511(c)(4) to the Superintendent, solely for the purpose of obligating the District under TEC, Chapter 48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the Commissioner of Education as authorized under TEC, 49.006. This includes approval of the Agreement for the Purchase of Attendance Credits or the Agreement for the Purchase of Attendance Credits (Netting Chapter 48 Funding) **Robert Riggs makes the motion for approval. Carma Morgan seconds the motion. Unanimously approved 6-0.**

10.B. Adoption of Tax Rate **Robert Riggs makes the motion to approve the new tax rate. Denishea Williams seconds the motion. Unanimously approved 6-0.**

10.C. Election Order-Voter-Approval Tax Rate Election (VATRE) **Robert Riggs makes the motion to approve the VATRE Election. Ramona Ross-Bacon seconds the motion. Unanimously approved 6-0.**

11. CONSENT AGENDA Ramona Ross-Bacon makes the motion to approve the Consent Agenda as presented. Denishea Williams seconds the motion. Unanimously approved 6-0.

11.A. Minutes from Previous Board of Trustee Meetings

11.B. RFP 22-23-07 Library Books and Supplies

11.C. Non Business Days for PIA HB3033

11.D. HB3- Police & Security Pay Revision

11.E. 2023-2024 T-TESS Certified Evaluators and Appraisal Calendar

11.F. Budget Amendment #1- General Fund

11.G. Budget Amendment #2- General Fund

11.H. Approval of Superintendent's Evaluation

11.I. Compromise and Settlement Agreement

12. BOARD DISCUSSION

12.A. Upcoming Events

12.B. Training and Event Recaps

13. SUPERINTENDENT'S REPORT

13.A. Employment Retirements Resignations Terminations

13.B. Investment Report

13.C. Student Services DER

13.D. Insurance Renewals

13.D.1. Property Casualty

14. ADJOURN at 8:29 PM.

Called Meeting
Tuesday, September 5, 2023 6:30 PM Central

Third Floor Training Room
285 Uptown Blvd.
Cedar Hill, Texas 75104

1. CALL TO ORDER at 6:35 PM.

FIRST ORDER OF BUSINESS - Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

Trustees present are Gayle Sims, Dr. Denise Roache-Davis, Robert Riggs, Carma Morgan, and Denishea Williams. Cheryl Wesley and Ramona Ross-Bacon are absent.

Ramona Ross-Bacon arrives at 6:36 PM.

Recess to Closed Session at 6:37 PM.

2. CLOSED SESSION opened at 6:47 PM.

Recess to Executive Session, pursuant to Texas Open Meetings Act, Texas Government Code Section:

551.071) Private consultation with the board's attorney,

- Consultation with District legal counsel regarding pending litigation in TEA Docket No. 286-SE-0523 and Possible Settlement of Same.
- Consultation with District legal counsel regarding pending litigation in TEA Docket No. 327-SE-0623 and Possible Settlement of Same.

551.074) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

551.082) Considering discipline of a public school child, or complaint or charge against personnel.

- Deliberations regarding pending litigation in TEA Docket No. 286-SE-0523 and Possible Settlement of Same.
- Deliberations regarding pending litigation in TEA Docket No. 327-SE-0623 and Possible Settlement of Same.

If, during the course of the meeting, the Board of Trustees should determine that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section listed above.

The Board will vote on matters in Open Session considered in Closed Session or matters considered if the Board enters into a Closed meeting during the meeting, if applicable.

Closed Session closed at 8:04 PM.

Reconvene to Public Session at 8:08 PM.

3. PUBLIC COMMENTS

The Board encourages comments about the District from members of the public. Anyone who has signed up to speak in advance of the meeting in accordance with procedures may do so at this time. Each participant should address the Board from the podium microphone, stating their name and address before speaking. The Board asks that each participant's comments pertain to District business and be no longer than three (3) minutes. Copies of presentations should be made available to all Trustees and the Superintendent. **There are no public comments.**

4. LONE STAR GOVERNANCE

Lone Star Governance (LSG) is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: Improving student outcomes. Lone Star Governance accomplishes this intense focus through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity.

4.A. 2022 STAAR/EOC Data Report

5. INFORMATION

These items are presented to the Board for information only. No presentations will be made unless specifically requested by the Board.

5.A. TASB Policy Update 121

5.B. CHEF Annual Presentation

5.C. Gear Up College Tour Field Trip

5.D. Efficiency Audit

6. ACTION

6.A. Good Cause Exception - HB3 **Robert Riggs makes the motion to approve the Good Cause Exception HB3. Dr. Denise Roache-Davis seconds the motion. Unanimously approved 6-0.**

6.B. Consider and take possible action on TEA Docket No. 286-SE-0523 and 327-SE-0623. **Dr. Denise Roache-Davis makes the motion to approve the possible action. Denisha Williams seconds the motion. Unanimously approved 6-0.**

7. ADJOURN at 8:58 PM.

8.B. Vendor List for - RFP # 22-23-01 Teaching Aids, Instructional Materials, and Related Services

Presenter: Mrs. Carla Settle

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Consideration of Vendor List for Teaching Aids, Instructional Materials, and Related Services pursuant to RFP 23-24-01

Dates: Open Date 8/15/23 Close Date 6-30-24 2:00 P.M.

Consent

BACKGROUND INFORMATION:

This is the legal requirement that will keep the District in compliance with Texas Education Code 44.031. The bid process allows procurement of goods and services at the best value with the use of public funds. Staff advertised and requested proposals for the purchase of Teaching Aids, Instructional Materials, and Related Services. The bid was designed to establish a discount from the vendor's regularly published price list and compare other cost related factors such as shipping and fees. The term of the contract will be the date after the award was made through June 30, 2027. This bid is a "Multiple Award RFP" and will allow additional vendors to respond and be awarded throughout the year. Each month, a new list of responsive bidders will be presented to the Board for approval. September's proposed vendors are included in the RFP 23-24-01 Bid Tabulation for the purchase of Teaching Aids, Instructional Materials, and Related Services.

RECOMMENDATION:

Administration recommends approval of vendors for the purchase of Teaching Aids, Instructional Materials, and Related Services through June 30, 2027 as per the attached list.

BOARD ACTION REQUIRED:

Motion to approve the vendor list for the purchase of Teaching Aids, Instructional Materials, and Related Services through June 30, 2027 as per the attached list.

POLICY AUTHORIZATION:

CH – LEGAL Purchasing and Acquisition
CH – LOCAL Purchasing and Acquisition

CONTACT PERSON:

Carla Settle, Chief Finance Officer
Patricio Contreras, Purchasing Manager

FUNDING SOURCE:

2023-2024 Budget

ENCLOSURES:

Attached

Proposal Tabulation - RFP # 23-24-01
Teaching Aids, Instructional Materials, and Related Services

	Boss Consulting & Connections	Math GPS, LLC	Scholastic Library Publishing, Inc.
	476 Overland Trail	PO Box 356	557 Broadway
	Cedar Hill, TX 75104	Boerne, TX 78006	New York, NY 10012
Product/Service Provided	Consulting, Training Coaching	Math Curriculum products for Gr. 2-8, Algebra 1 & Geometry	Library Books
Minimum Order	No	Yes, \$150	No
Accepts Pos	Yes	Yes	Yes
Discount	No	No	Yes
Consultant/PD Fees	\$35 per hour	N/A	N/A
Shipping	N/A	10% of order	Yes
HUB	No	Womens Business Enterprise National Council	No
EDGAR	Yes	Yes	Yes
EPCNT/CTPA	Yes	Yes	Yes
All Required Forms Completed, Signed and Returned	Yes	Yes	Yes
Email	sboss10671@yahoo.com	sales@mathgps.org	kmbrown@scholastic.com

Proposal Tabulation - RFP # 23-24-01
Teaching Aids, Instructional Materials, and Related Services

	SDC Publications	Bruins Montessori Int'l USA INC.	Follett Content Solutions
	6800 Squibb Rd.	4651 S. Westmorland Rd.	1340 Ridgeview Drive
	Mission, KS 66202	Dallas, TX 75237	McHenry, IL 60050
Product/Service Provided	Textbooks/Workbooks	Teaching Materials	Teaching Aids
Minimum Order	No	No	No
Accepts Pos	Yes	Yes	Yes
Discount	Yes, Offer educational pricing which is 50% off retail price.	No	No
Consultant/PD Fees			
Shipping	Yes, based on total weight of order	Yes, based on total amount of order	No
HUB	No	No	No
EDGAR	Yes	Yes	Yes
EPCNT/CTPA	Yes	Yes	Yes
All Required Forms Completed, Signed and Returned	Yes	Yes	Yes
Email	orders@SDCpublications.com		Fssorders@follettlearning.com

Proposal Tabulation - RFP # 23-24-01
Teaching Aids, Instructional Materials, and Related Services

	Capstone		
	1710 Roe Crest Drive		
	Mankato, MN		
Product/Service Provided	Curriculum, Teaching, Aids, Software, Subscriptions		
Minimum Order	No		
Accepts Pos	Yes		
Discount	Yes 5-25% off Depending on products purchased		
Consultant/PD Fees	\$3,000.00 per day including travel cost		
Shipping	, 10% on subtotal orders of \$500.00, Free on order \$500.00 or more		
HUB	No		
EDGAR	Yes		
EPCNT/CTPA	Yes		
All Required Forms Completed, Signed and Returned	Yes		
Email	bid@capstonepub.com		

8.C. Budget Amendment
Presenter: Mrs. Carla Settle

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Budget Amendment #3 – General Fund

Consent

SUPERINTENDENT CONSTRAINT:

- Shall not make budget decisions that increase taxes

BACKGROUND INFORMATION:

Budget amendments are to be made prior to exceeding a detailed functional expenditure category, and these amendments are to be recorded in the board minutes. The attached budget amendment is necessary to make adjustments by function to the General Operating budget highlighted as follows:

Expenditures

1. *Increase function 12 (instructional resources and media services) for library instructional programs, offset by function 13 (instructional staff development). Budget neutral request.*

RECOMMENDATION:

Administration recommends approval of the General Fund Budget Amendment #3 as presented in the attached supporting document.

BOARD ACTION REQUIRED:

Motion to approve budget amendment #3 as presented on the attached supporting document.

POLICY AUTHORIZATION:

CHISD POLICY CE (LOCAL) and Texas Education Code, Section 44.006

CONTACT PERSON(S):

Carla Settle, Chief Financial Officer
Paula McBride, Executive Director of Finance

Funding Source:

General Operating (199)

ENCLOSURES:

Attached

CEDAR HILL INDEPENDENT SCHOOL DISTRICT
Budget Amendment: General Fund #3
September 18, 2023 for Fiscal Year 2023-2024



		2023-2024 Original Budget	2023-2024 Revised Budget	Amendments Requested	Balance Neutral Transfers Requested	Proposed Amended Budget
5700	Local Sources	\$ 49,400,954	\$ 49,400,954	\$ -	\$ -	\$ 49,400,954
5800	State Program Revenues	16,057,316	16,057,316	-	-	16,057,316.00
5900	Federal Program Revenues	1,010,000	1,010,000	-	-	1,010,000.00
	Other Financing Sources					
	Budgeted Revenue	\$ 66,468,270	\$ 66,468,270	\$ -	\$ -	\$ 66,468,270

11	Instruction	\$ 33,971,753	\$ 33,955,495	\$ -	\$ -	\$ 33,955,495
12	Instructional Resources & Media Services	624,006	624,006	-	4,500	628,506
13	Curriculum Dev & Instructional Staff Dev	1,399,574	1,394,832	-	(4,500)	1,390,332
21	Instructional Leadership	979,676	980,176	-	-	980,176
23	School Leadership	4,667,714	4,667,714	-	-	4,667,714
31	Guidance, Counseling, & Evaluation Services	2,981,330	2,981,330	-	-	2,981,330
32	Social Work Services	34,368	34,368	-	-	34,368
33	Health Services	887,428	887,428	-	-	887,428
34	Student (Pupil) Transportation	4,756,728	4,756,728	-	-	4,756,728
35	Food Services	12,500	12,500	-	-	12,500
36	Extracurricular Activities	2,136,835	2,146,835	-	-	2,146,835
41	General Administration	3,620,513	3,620,513	-	-	3,620,513
51	Facilities Maintenance & Operations	9,048,547	9,048,547	-	-	9,048,547
52	Security & Monitoring Services	1,889,202	1,981,422	-	-	1,981,422
53	Data Processing Services	1,621,364	1,621,364	-	-	1,621,364
61	Community Services	196,936	207,436	-	-	207,436
71	Debt Service Cost	744,769	744,769	-	-	744,769
93	Payments to Fiscal Agent	153,518	153,518	-	-	153,518
95	Payments to JJAEP	30,000	30,000	-	-	30,000
99	Other Intergovernmental Charges	186,000	186,000	-	-	186,000
	Other Financing Uses	-	-	-	-	-
	Budgeted Expenditures	\$ 69,942,761	\$ 70,034,981	\$ -	\$ -	\$ 70,034,981
	Net Revenue & Expenses	\$ (3,474,491)	\$ (3,566,711)	\$ -	\$ -	\$ (3,566,711)
	Other Resources	\$ -	\$ -	\$ -	\$ -	\$ -
	Other Uses	-	-	-	-	-
	Net of Other Resources and Other Uses	\$ -	\$ -	\$ -	\$ -	\$ -
	Net effect to Fund Balance	\$ (3,474,491)	\$ (3,566,711)	\$ -	\$ -	\$ (3,566,711)
	<i>Effect on Committed Fund Balance</i>					\$ -
	<i>Effect on Unassigned Fund Balance</i>					\$ (3,566,711)

CEDAR HILL INDEPENDENT SCHOOL DISTRICT
 Budget Amendment: General Fund #3
 September 18, 2023 for Fiscal Year 2023-2024

		Increase	Decrease	Balance Neutral Transfers	Net	Description
5700	Local Sources	\$ -	\$ -	\$ -	\$ -	
5800	State Program Revenues	-	-	-	-	
5900	Federal Program Revenues	-	-	-	-	
	Budgeted Revenue	\$ -	\$ -	\$ -	\$ -	
11	Instruction	\$ -	\$ -	\$ -	\$ -	
12	Instructional Res & Media Services			4,500	4,500	library instructional tech. programs
13	Curriculum Dev & Instructional Staff Dev			(4,500)	(4,500)	library instructional tech. programs
21	Instructional Leadership			-	-	
23	School Leadership			-	-	
31	Guidance, Counseling, & Evaluation Services			-	-	
32	Social Work Services			-	-	
33	Health Services			-	-	
34	Student (Pupil) Transportation			-	-	
35	Food Services			-	-	
36	Extracurricular Activities			-	-	
41	General Administration			-	-	
51	Facilities Maintenance & Operations			-	-	
52	Security & Monitoring Services			-	-	
53	Data Processing Services			-	-	
61	Community Services			-	-	
71	Debt Services			-	-	
93	Payments to Fiscal Agent			-	-	
95	Payments to JJAEP			-	-	
99	Other Intergovernmental Charges			-	-	
	Budgeted Expenditures	\$ -	\$ -	\$ -	\$ -	
	Other Resources	\$ -	\$ -	\$ -	\$ -	
	Other Uses	-	-	-	-	
	Net of Other Resources and Other Uses	\$ -	\$ -	\$ -	\$ -	

8.D. Policy Update 121

Presenter: Shemeka Millner

8.E.CHAT MOU

Presenter: Mrs. Tierney Tinnin

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent

Subject: Memorandum of Understanding - District and Cedar Hill Action Team

Consent Item

BACKGROUND INFORMATION:

This Memorandum of Understanding informs both parties of their relationship and responsibilities. The District hopes to continue with its beneficial and positive relationship with CHAT.

RECOMMENDATION:

Administration recommends approval of the MOU between the District and the Cedar Hill Action Team.

BOARD ACTION REQUIRED:

A motion to approve the MOU between the District and the Cedar Hill Action Team to memorialize the nature of our relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of both groups.

POLICY AUTHORIZATION:

N/A

CONTACT PERSON:

Tierney Tinnin, Chief of Communications & Marketing
Dr. Kisha McDonald, Director of Family & Community Engagement

FUNDING SOURCE:

Local Funds

Memorandum of Understanding between Cedar Hill Independent School District & Cedar Hill Action Team

1. **Parties:** This Memorandum of Understanding (MOU) is entered into by the Cedar Hill Independent School District (“CHISD”) and the Cedar Hill Action Team (“CHAT”) desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge the respective obligations and rights of the parties.
2. **School Purpose:** CHAT is a 501 (c) (3) nonprofit organization that provides youth educational and enrichment programs that influence school and life success strategies needed to become responsible citizens and successful contributors in our global society.
3. **Responsibilities of CHISD:**
 - Provide meeting and storage space to CHAT without charge.
 - Provide a snack for children in the program when requested so long as the program meets the USDA requirements for eligibility.
 - Advertise the educational and enrichment programs to students and parents in all forms of communications allowable under CHISD policies and procedures.
4. **Responsibilities of CHAT:**
 - Use its best efforts to solicit and collect funds for CHAT and invest the funds as authorized by law and then distribute funds for educational and enrichment programs, and/or perform services and/or provide materials to the CHISD as is appropriate and fiscally responsible.
 - Abide by all policies and procedures of the CHISD related to facility and equipment use, public information and all other applicable policies that would reasonably apply to CHAT.
 - Abide by the Texas Public Information Act, and all statutes governing and applicable to non-profit organizations.
5. **CHAT Employees:**

Will be subject to a background check conducted by the CHISD Family and Community Engagement Office. If fingerprinting is required, it will be at the expense of the CHAT employee with an agency that CHAT contracts.
6. **Entire Agreement:**

This MOU constitutes the entire agreement between the parties and supersedes all previous Memoranda of Understanding, agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.
7. **Applicable Law and Venue:**

This MOU shall be governed by, and its provisions construed in accordance with the laws of the State of Texas. Venue for any action arising from or related to this MOU shall be Dallas County, Texas.
8. **Termination:** This MOU shall expire on September 21, 2024 unless renewed by the parties. Signed and entered into on the 18th day of September 2023.

Clara McGinnis, Cedar Hill Action Team President

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

Gayle Sims, CHISD Board President

CEDAR HILL ACTION TEAM

8.F.CHEF MOU

Presenter: Mrs. Tierney Tinnin

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent

Subject: Memorandum of Understanding - District and Cedar Hill
ISD Education Foundation

Consent Item

BACKGROUND INFORMATION:

This Memorandum of Understanding informs both parties of their relationship and responsibilities. The District hopes to continue with its beneficial and positive relationship with the Cedar Hill ISD Education Foundation (CHEF).

RECOMMENDATION:

Administration recommends approval of the MOU between the District and the Cedar Hill ISD Education Foundation

BOARD ACTION REQUIRED:

A motion to approve the MOU between the District and the Cedar Hill Education Foundation to memorialize the nature of our relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of both groups.

POLICY AUTHORIZATION:

N/A

CONTACT PERSON:

Tierney Tinnin, Chief of Communications & Marketing

FUNDING SOURCE:

Local Funds

8.G. GEAR UP Field Trip

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Consideration of Contract with College Campus Tours, LLC

Consent

BACKGROUND INFORMATION:

This is a legal requirement in compliance with Board Policy CH (LOCAL). Any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in policy.

The contract with College Campus Tours is for a GEAR UP sponsored college campus tour to Washington DC, which is open to the GEAR UP class of 2024 cohort. The trip will include visits to Morgan State University, Johns Hopkins University, Howard University, and Georgetown University, as well as tours of national monuments and museums.

RECOMMENDATION:

Administration recommends approval of the contract with College Campus Tours to purchase the Washington DC college campus tours travel package for the GEAR UP class of 2024 cohort.

BOARD ACTION REQUIRED:

Motion to approve the contract with College Campus Tours to purchase the Washington DC college campus tours travel package for the GEAR UP class of 2024 cohort.

POLICY AUTHORIZATION:

CH – LEGAL Purchasing and Acquisition
CH – LOCAL Purchasing and Acquisition

CONTACT PERSON:

Carla Settle, Chief Finance Officer
Paula McBride, Executive Director of Finance

FUNDING SOURCE:

Fund 274 GEAR Up grant

ENCLOSURES:

Contract with College Campus Tours, LLC

8.H. Executive Director of Technology
Presenter: Ms. Hallema Jackson

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Executive Director of Information Technology

Consent

BACKGROUND INFORMATION:

Administration seeks to fill the position of the Executive Director of Information Technology with the Superintendent's recommendation.

RECOMMENDATION:

The Superintendent recommends that the Board approves the recommendation for the Executive Director of Information Technology

BOARD ACTION REQUIRED:

Motion to approve the Superintendent's recommendation of a candidate for the position of Executive Director of Information Technology for the Cedar Hill Independent School District.

POLICY AUTHORIZATION:

DC (Local) Employment Practices
DFE (Local) Termination of Contract: Resignation
DCD (Local) Employment Practices: At-Will Employment

CONTACT PERSON:

Ms. Hallema Jackson, Assistant Superintendent of Human Resources

FUNDING SOURCE:

199 General Fund

ENCLOSURES:

Under separate cover

8.I. Contract with Dallas County Election Services

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Consideration of Contract with Dallas County for November 7, 2023 Election Services

Consent

BACKGROUND INFORMATION:

This is a legal requirement in compliance with Board Policy CH (LOCAL). Any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in policy.

On August 21, 2023, the Board of Trustees adopted the order calling a Voter-Approval Tax Rate Election (VATRE) on November 7, 2023. The contracted presented for approval is with Dallas County for election services related to the November 7, 2023 election.

RECOMMENDATION:

Administration recommends approval of the contract with Dallas County for election services related to the November 7, 2023 election.

BOARD ACTION REQUIRED:

Motion to approve the contract with Dallas County for election services related to the November 7, 2023 election.

POLICY AUTHORIZATION:

CH – LEGAL Purchasing and Acquisition
CH – LOCAL Purchasing and Acquisition

CONTACT PERSON(S):

Carla Settle, Chief Financial Officer
Paula McBride, Executive Director of Finance

Funding Source:

General Operating (199)

ENCLOSURES:

Dallas County Elections Contract

**ELECTION SERVICES CONTRACT (“Election Services Contract” or “Contract”)
BETWEEN DALLAS COUNTY ON BEHALF OF THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND**

**Cedar Hill ISD (CHISD)
City of Mesquite (COM)
City of Rowlett (CORo)
Duncanville ISD (DuISD)
Denton County Levee Improvement District No. 1. (DCLI)
Lancaster ISD (LISD)**

**FOR THE CONDUCT OF CONSTITUTIONAL AMENDMENT SPECIAL AND JOINT ELECTION
TO BE HELD TUESDAY, NOVEMBER 7, 2023
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT**

1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT

- a) Michael Scarpello is the duly appointed County Elections Administrator (“Elections Administrator”) of Dallas County, Texas (“County”) and the Department Head of the Dallas County Elections Department (“DCED”). As such, Michael Scarpello is the County’s Voter Registrar and the Election Officer of Dallas County, Texas, and is authorized by Subchapter D of Chapter 31 of Title 3 and Chapter 271 of Title 16 of the Texas Election Code upon approval of the Dallas County Commissioners Court to enter into this Election Services Contract (“Election Services Contract” or “Contract”) with the contracting authorities of the Participating Political Subdivisions listed in “Attachment F” of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The County Elections Administrator, DCED, the County and the Participating Political Subdivisions together may be referred to collectively as “Parties” or individually as “Party.”
- b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in “Attachment F” of this Election Services Contract and are hereby participating with each other in this **Constitutional Amendment Special and Joint Election to be held in Dallas County, Texas on Tuesday, November 7, 2023**, under Chapter 271 of Title 16 of the Texas Election Code (“Joint Election”); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The County and the Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other to the extent that they have candidates and/or propositions on the ballot in this Joint Election. The terms and conditions of this Elections Services Contract also apply to any run-off election or re-count related to this Joint Election unless otherwise agreed in writing.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093 and 31.098, the Elections Administrator may enter into a

contract to furnish the election services requested within this Election Services Contract.

- d) If applicable and in the event a runoff election is necessary, the date of the runoff for this Joint Election would be **Saturday, December 09, 2023**. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election unless a Participating Political Subdivision states in writing **on or before Friday, November 17, 2023**, that it does not wish to participate in a Joint Runoff Election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost based on the formula in Section 10 (b), and such estimated costs will be paid in accordance with Section 10(e) (“Joint Runoff Fees”). Early voting polling place(s) and vote centers for any runoff will be established in accordance with Texas Election Code §§ 43.004 and 43.007.
 - e) Joint Runoff Fees will be deposited into a special and separate Joint Runoff Election account. The Joint Runoff Fees must be deposited within seven (7) days after DCED provides uncertified results.
 - f) In the event of a recount and upon a Participating Political Subdivision’s written request, the DCED will provide assistance for a recount to the extent permitted and in accordance with Title 13 of the Texas Election Code (“Recount(s)”). The Participating Political Subdivisions requesting a Recount shall deposit with DCED the deposit received by the candidate requesting the Recount. DCED will bill each requesting Participating Political Subdivision for providing assistance for any Recounts, and such costs will be in accordance with the allowable costs under the Texas Election Code (“Recount Fees”). Recount Fees will be paid by the requesting Participating Political Subdivisions in accordance with Section 10 (e).
- 2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.
- a) **“Attachment A”** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend “Attachment A” to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.
 - b) **“Attachment B”** is a list of the early voting polling places for this Joint Election. (“early voting vote center(s), or “early voting polling place(s)”
 - c) **“Attachment C”** is a list of the Election Day Countywide polling places (“vote center(s)”)

for this Joint Election.

- d) **“Attachment D”** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.
- e) **“Attachment E”** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election.
- f) **“Attachment F”** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County election precincts and sub-precincts and the number of registered voters in each of those election precincts or sub-precincts. “Attachment F” will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. “Attachment F” will be amended to reflect the number of registered voters in each election precinct and sub-precinct as of the statutory deadline of **October 10, 2023**, for voters to submit applications to register to vote or changes of address in this Joint Election.
- g) **“Attachment G”** is a list of the Participating Political Subdivisions & Ballot Details
- h) **“Attachment H”** will contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. “Attachment H” will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract.
- i) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in “Attachment H.”

3) LEGAL DOCUMENTS

- a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Any orders, resolutions, notices, or other documents that are required to be posted to the County’s website shall be provided by each Participating Political Subdivision to the Elections Administrator at least three (3) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents shall be posted to the County’s website as directed by the Participating Political Subdivisions. Any orders, resolutions, notices, or other documents that are required to be posted at an early voting or election day vote center shall be provided by each Participating Political Subdivision to the Elections Administrator at least seven (7) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents will be provided to each election judge or clerk for posting. **The County, the Elections Administrator, and DCED is not responsible for the proper posting or verification of posting of any required notice, order, resolution, or other documents at any early voting or election day vote center. The election judge, clerk, or their designee, at each early voting or election day vote center will be**

responsible for the posting of any such notice, order, resolution, or other documents.

Such documents can be sent to the attention of: **Michael Scarpello, Elections Administrator at 1520 Round Table Drive, Dallas, Texas 75247; or, emailed to DCECommunications@dallascounty.org, with a copy sent to Michael.Scarpello@dallascounty.org on all communications related to legal documents and questions regarding this election.**

- b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish and Vietnamese languages.

4) **VOTING SYSTEMS**

- a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on the following voting systems, that are approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices (“BMD(s)”), and the ES&S DS200 Digital Vote Center Scanner (“Tabulators”). Each of these systems are accessible to voters with physical disabilities. **On September 22, 2023, beginning at 10:00 A.M.**, until completed, at the County Elections Department at 1520 Round Table Drive, Dallas, Texas 75247, the Elections Administrator will test the BMDs and Tabulators used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing.
- b) The Elections Administrator will provide Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment for this Joint Election. For Early Voting and on Election Day, the Elections Administrator will allocate voting equipment to the vote centers in amounts reasonably sufficient for the anticipated turnout of voters.
- c) The itemized list of the estimated election expenses for this Joint Election are in “Attachment A,” which includes, but may not be limited to the number of Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment.

5) POLLING PLACES/VOTE CENTERS

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting vote centers listed in “Attachment B” and the Election Day vote centers listed in “Attachment C”. Early voting polling places and vote centers identified in Attachments “B” and “C” cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. Any changes to vote centers are subject to the procedures outlined in Section 43.007 of the Texas Election Code. The Elections Administrator will finalize the vote centers as soon as possible before this Joint Election.
- b) Whenever possible, previously used vote centers that voters are accustomed to using will be used in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used vote centers are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all vote centers in this Joint Election.
- c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each vote center of the four nearest vote centers by driving distance. The Elections Administrator shall be responsible for any notices required under Section 43.062 of the Texas Election Code.

6) PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL

- a) In accordance with Sections 32.002 and 32.005 of the Texas Election Code, the Parties are responsible for the appointment of the presiding election judges and alternate election judges listed in “Attachment E” for each vote center listed in “Attachment C” subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83. The Parties acknowledge that approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Judges and Alternate Judges listed in “Attachment E” by the Participating Political Subdivisions. The alternate presiding judge shall serve as presiding judge for an election if the regularly appointed presiding judge cannot serve. The Elections Administrator will be responsible for the administration of the election judges listed in “Attachment E”.
- b) In accordance with Section 32.007 of the Texas Election Code, if a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, and the presiding officer of the appointing authority is unavailable to appoint a replacement, then the Election Administrator will name a replacement presiding election judge or alternate election judge, amend “Attachment E” accordingly, and send each Participating Political Subdivision the amended “Attachment E” by email within five (5) business days after naming a replacement presiding judge or alternate presiding judge, and in any event no later than the time for closing the polls for the Joint election.
- c) In accordance with Section 32.007 of the Texas Election Code If a person is unable or

unwilling to serve as a presiding election judge or an alternate election judge, and the presiding officer of the appointing authority is unavailable to appoint a replacement, then the Elections Administrator will name a replacement presiding election judge or alternate presiding judge, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days after naming a replacement presiding judge or alternate presiding judge, and in any event no later than the time for closing the polls for the Joint Election.

- d) The Elections Administrator will provide county training programs and applicable notice of such training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this Joint Election. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.
- e) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended either an online or in-person training class which includes information regarding recent law changes, court rulings, Voter ID laws, poll watcher rules, election equipment, election procedures, and COVID-19 safety procedures. New judges and election clerks must attend an in-person training class.
- f) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes for both Early Voting and Election Day workers.
- g) To comply with the Federal Voting Rights Act of 1965, as amended, vote centers are required to have interpreter assistance. If a presiding election judge of such a vote center is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a vote center, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a vote center required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.
- h) The Elections Administrator will notify all presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections

Administrator will take the necessary steps to ensure that all of the presiding election judges, and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this C Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each vote center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the vote center served by the presiding election judge on Election Day.

- i) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."
- j) Any Participating Political Subdivision electing to pay their election workers for attending a training class must bear that expense separately from the funds deposited into this Joint Election account.
- k) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies, assistance, and equipment, during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

7) SUPPLIES AND PRINTING

- a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, and other materials used by the presiding election judges and clerks at the vote centers.
- b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.
- c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English, Spanish, and Vietnamese. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all the propositions. The Elections Administrator will email each Participating Political Subdivision a form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed form to the Elections Administrator. The Elections Administrator will use the forms received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the

corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

8) OPTICAL SCAN CARD BALLOTS

- a) The Elections Administrator will supply a sufficient number of ballots to assure that there will be more than enough ballots for the expected turnout for the Joint Election. The ballots will be allocated based on an analysis of voter turnout for comparable elections at each vote center.
- b) Ballot usage shall be monitored by the Elections Administrator on an hourly and daily basis during early voting and on Election Day and additional ballots will be allocated if necessary.

9) RETURNS OF ELECTIONS

- a) The County will establish a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code. The Participating Political Subdivisions will designate the central counting station established by the County and Elections Administrator in accordance with Section 127.001(b) of the Texas Election Code.

- b) The County hereby, in accordance with Sections 127.002, and 127.003 of the Texas Election Code, appoint the following central counting station officials:

Central Count Station Manager: **Michael Scarpello**, Dallas County Elections Administrator

Tabulation Supervisor: **Danielle Grant**, Central Count Station Manager

Assistant Tabulation Supervisor: **Angelica Munoz** Central Count Station Lead Clerk

The Parties hereby, in accordance with Sections 127.005 of the Texas Election Code, appoint the following central counting station officials:

Presiding Judge: **Megan Coker**, Appointed by the Parties

Alternate Presiding Judge: **Mike Slayton**, Appointed by the Parties

The Participating Political Subdivisions acknowledge that approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the central counting station.

- c) The Central Count Station Manager or their representative will deliver timely, cumulative reports of the election results as vote centers are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and vote center election returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the **Dallas County Elections Operations Facility, 1520 Round Table Dr., Dallas, Texas 75247**.
- d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after the results from all vote centers have been counted and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but no later than **November 17, 2023**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.
- f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) ELECTION EXPENSES

- a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.
- b) Allocation of costs among the Participating Political Subdivisions will be according to a

formula based on the total cost of the Joint Election multiplied by the Participating Political Subdivision's percentage of the total current, and active registered voters for the Joint Election ("Election Cost(s)"). Any special request(s) for additional vote center(s), early voting polling place(s), supplies, personnel, or equipment that exceeds the Election Costs will be billed separately as additional costs ("Special Request Fee(s)") Special Request Fees will be paid by the Participating Political Subdivision making the request. If the special request(s) is agreed to by all Participating Political Subdivisions and stated in this Election Services Contract, then the fees for the special request(s) will be allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs. A Special Request Fee will not be assessed against a Participating Political Subdivision who requests an early voting polling place within their jurisdiction and an early voting polling place is not already located in their jurisdiction ("Early Voting Request"). The costs for any Early Voting Request will be allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs.

- c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."
- d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the Joint Runoff Election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the runoff election, if any.
- e) If the Elections Administrator requires additional funds to perform their obligations under this Election Services Contract that is more than the estimate listed in "Attachment A" or any estimate provided for Joint Runoff Fees, then the Elections Administrator will bill each Participating Political Subdivision using the same formula listed in Section 10(b) ("Joint Election Fees"). If the Elections Administrator requires additional funds to assist in any Recounts that is more than the estimate provided for Recount Fees, then the Elections Administrator will bill each Participating Political Subdivision that is participating in a Recount for such fees ("Final Recount Fees"). An invoice will be sent to each Participating Political Subdivision which will include the Joint Election Fees, Special Request Fees, and Final Recount Fees ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this Joint Election are paid and disputes, if any, resolved, any funds that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) DEPOSIT OF FUNDS

- a) Attachment A: Cost Audit details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost audit. The Final Bill will be distributed as soon as all cost and expenses for the election can be determined. Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department one hundred (100%) percent of the full balance of money listed for their entity in “**Attachment A: Deposit of Funds Detail**” of this Election Services Contract by the due date of (on or before) **October 2, 2023**. The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in a Joint Election account.
- b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in “Attachment A” by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.
- c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in “Attachment A” to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.
- d) If a Participating Political Subdivision withdraws completely from this Joint Election by **September 4, 2023**, or by **September 18, 2023**, for any special election, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision’s deposit, less any funds already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.
- e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Michael Scarpello
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247

In the “memo” section of check place Election Escrow Account: 91481

12) RECORDS OF THE ELECTION

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the **Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247** at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney’s Office of Dallas County, Texas at 500 Elm Street, Suite 6300 , Dallas, Texas 75202.
- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the precinct election records that are distributed to the Elections Administrator at the Elections Administrator’s main offices and Elections Warehouse for **sixty (60) days** after the date of this Joint Election. **Sixty (60) days** after the date of this Joint Election, the Elections Administrator may arrange for transport of this precinct election records to the Dallas County Record Storage facility. If so, the precinct election records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. If the Elections Administrator does not transport the precinct election records to the Dallas County Records Storage facility, then the precinct election records will remain the responsibility of the Elections Administrator for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from this Joint Election after the **twenty-two (22)** month preservation period without further notice to the Participating Political Subdivisions, unless the events in Section 12 (d) occur.
- d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there

is an active criminal investigation, proceeding, or a pending request for public information related to the election records until such investigation, proceeding, or request for public information is finally concluded.

- e) The Participating Political Subdivisions acknowledge and agree that the Elections Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.
- f) If the Participating Political Subdivisions have changed their single-member districts since their last election, the Subdivisions must submit new boundaries by **August 22, 2023**.
- g) The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision by **September 1, 2023**. Each Participating Political Subdivision will have until **September 8, 2023** to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.

13) EARLY VOTING

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "Attachment D."
- b) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as agreed by the Parties as follows:
Monday-Friday, October 23-27, 2023, from 8:00 a.m. to 5:00 p.m.
Saturday, October 28, 2023, from 7:00 a.m. to 7:00 p.m.
Sunday, October 29, 2023, from 12:00 p.m. to 6:00 p.m.
Monday-Friday, October 30 – November 3, 2023, from 7:00 a.m. to 7:00 p.m.
- c) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, Elections Operations Facility at 1520 Round Table Drive, Dallas, Texas 75247 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- d) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. The Parties agree to appoint **Chaka Terrell** as the Presiding Judge, and **Patti Clapp** as the Alternate Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002(b) of the Texas Election Code, the presiding judge will appoint at least one or more members

to the Early Voting Ballot Board. The Parties may submit one individual for consideration by the presiding judge to be appointed as a member of the Early Voting Ballot Board and will notify DCED of the individual's name, telephone number, mailing address, and email address, if any, no later than **October 9, 2023**. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision by **October 16, 2023**. The Parties acknowledge that approval of this Election Services Contract shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the Early Voting Ballot Board.

- e) A signature verification committee will not be appointed, and signature verification duties will be performed by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code.
- f) The Presiding Judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

14) CRIMINAL BACKGROUND CHECKS

The Elections Administrator, their agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Joint Election at either the Elections Department or an Early Voting location. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith. Additionally, DCED will conduct a review of all poll workers against the Texas Public Sex Offender Registry and provide the results to the Parties.

15) ELECTION REPORTS

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision a Daily Early Voting Roster by vote center report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by providing a link to a website posting.

16) WITHDRAWAL FROM CONTRACT

- a) No deposits will be refunded if a Participating Political Subdivision withdraws after the deadline to withdraw from this Election Services Contract has passed.
- b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- c) The Elections Administrator will bill any Participating Political Subdivision that withdraws

from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

- d) Within ten (10) business days after receiving a withdrawal from the Joint Election in accordance with this Election Services Contract, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.
- e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.
- b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.
- c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).
- d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and

- 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10(e) of this Election Services Contract.
- e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated refund amounts will become final.
- f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.
- g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the Parties will agree to use a mutually agreed-upon mediator. Unless the Parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.
- h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding

Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice to and written approval by Dallas County. Whenever this Election Services Contract requires any consent, approval, notice, request, or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:

Michael Scarpello
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247
(214) 819-6334 telephone
(214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment H" to this Election Services Contract. Any written notice required under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth above, or at such other addresses as shall be specified by written notice delivered in accordance this notice section.

19) LIABILITY FOR NEGLIGENCE

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST A PARTY TO THIS ELECTION SERVICES CONTRACT, THAT PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) CHOICE OF LAW

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) VENUE AND JURISDICTION

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) SEVERABILITY

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) ENTIRE CONTRACT

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

24) PLURALITY, GENDER, AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at their own

expense, all personnel and consultants required in performing the duties directly administered by the Participating Political Subdivision. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through H to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

Dallas County and the Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political

Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

31) COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[Signatures on following page]

WITNESS HEREOF, the parties hereto have executed in triplicate originals this Election Services Contract on this _____ day of _____ 2023. (“Effective Date”)

DALLAS COUNTY:

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM*

MICHAEL SCARPELLO
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

James R. Palomo
ASSISTANT DISTRICT ATTORNEY,
DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY’S
OFFICE, CIVIL DIVISION

*By law, the Criminal District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

ACCEPTED TO AND AGREED TO BY THE _____:

APPROVED

GAYLE SIMS
PRESIDENT OF THE BOARD OF TRUSTEES
CEDAR HILL ISD

8.J. Amended Contract for a College Retention Specialist

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Consideration of an Amended Contract for a College Retention Specialist

Consent

BACKGROUND INFORMATION:

This is a legal requirement in compliance with Board Policy CH (LOCAL). Any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in policy.

The final and 7th year of the GEAR UP grant (fund 274) budget allows for the purchase of services for a College Retention Specialist that would be dedicated to the District for tracking and supporting the 2023 graduates during their first year of college or career. The amended contract adds an additional \$70,000, making the total 2023-2024 contract \$170,000.

RECOMMENDATION:

Administration recommends approval of the amended contract with Evaluation Grants & Training Institute, Inc. to purchase the services of a College Retention Specialist.

BOARD ACTION REQUIRED:

Motion to approve the contract with Evaluation Grants & Training Institute, Inc. to purchase services of a College Retention Specialist

POLICY AUTHORIZATION:

CH – LEGAL Purchasing and Acquisition
CH – LOCAL Purchasing and Acquisition

CONTACT PERSON:

Carla Settle, Chief Finance Officer
Paula McBride, Executive Director of Finance

FUNDING SOURCE:

Fund 274 GEAR Up grant

ENCLOSURES:

Amended Contract with Evaluation Grants & Training Institute, Inc.

9. BOARD DISCUSSION

9.A. Upcoming Events

9.B. Training and Event Recaps

10. SUPERINTENDENT'S REPORT

10.A. Employment Retirements Resignations Terminations

Presenter: Hallema Jackson

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Employment, Retirements, and Resignations
of Professional Staff

Information

BACKGROUND INFORMATION:

The following employment, retirements, resignations, and terminations reports have been submitted for board information.

RECOMMENDATION:

N/A

BOARD ACTION REQUIRED:

N/A

POLICY AUTHORIZATION:

DC (LEGAL and LOCAL) Employment Practices
DFE (LEGAL and LOCAL) Resignation

CONTACT PERSON:

Ms. Hallema Jackson, Assistant Superintendent of Human Resources

FUNDING SOURCE:

N/A

ENCLOSURES:

Under separate cover

New Hires through 08.31.23

Name	Position	Campus	Hire Date
ALLEN, AMANDA GENITA	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
ALLEN, MARION IFEOMA	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
ARNICK, RONDA	PROFESSIONAL - CERTIFIED	041 W.S. PERMENTER MIDDLE	08/03/2023
AUSTIN, BREASIA	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/02/2023
AUSTIN, BREASIA	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/02/2023
AYALA, MINERVA	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
BARRIENTEZ, JUAN M	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
BATTLE, TAKENYA	TEACHER	108 LAKE RIDGE ELEMENTARY	08/02/2023
BAUTER, CYNTHIA CAPOCCI	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
BOSTON, CHEVAKIA DAVIS	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
BROOKS JR, DURON RENARD	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
BROWN, LATISHA MICHELLE	TEACHER	041 W.S. PERMENTER MIDDLE	08/16/2023
BUTLER II, CHARLES	TEACHER	001 CEDAR HILL HIGH	08/02/2023
BUTLER, TINA RENA	PROFESSIONAL - CERTIFIED	105 HIGHLANDS ELEMENTARY	08/01/2023
BYRD, JACOB	TEACHER	001 CEDAR HILL HIGH	08/02/2023
COOKS, ALISHA LANEA	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
CRAWFORD, ALEANDRA SHYNAE	TEACHER	041 W.S. PERMENTER MIDDLE	08/08/2023
CROW, BRUCE ALLEN	TEACHER	003 COLLEGIATE HIGH	08/02/2023
CUELLAR III, JOSE P	PROFESSIONAL - NON CERTIFIED	001 CEDAR HILL HIGH	08/14/2023
DAVIS, AYSIA M	TEACHER	104 HIGH POINTE ELEMENTARY	08/02/2023
DIABY, IBRAHIM	TEACHER	001 CEDAR HILL HIGH	08/02/2023
DIABY, MORGAN	TEACHER	104 HIGH POINTE ELEMENTARY	08/02/2023
DOVER, KRISTINA MARIA	TEACHER	001 CEDAR HILL HIGH	08/14/2023
DOZIER, AARON LARELLE	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/11/2023
DUPLESSIS, DARREN	TEACHER	003 COLLEGIATE HIGH	08/28/2023
EICH, JOE FORD	PROFESSIONAL - NON CERTIFIED	001 CEDAR HILL HIGH	08/02/2023
FEASTER, ALISON LANETTE	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
FRICKLE, SAMUEL JOSEPH	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
GAMBLE, KIMBERLYN BERRY	TEACHER	104 HIGH POINTE ELEMENTARY	08/02/2023
GARCIA, KYLA SUE	PROFESSIONAL - NON CERTIFIED	999 SPECIAL EDUCATION	08/02/2023
GATT, MYASIA ELEXIA	TEACHER	102 PLUMMER ELEMENTARY	08/02/2023
GIVENS, TAYLOR ELAINE	TEACHER	001 CEDAR HILL HIGH	08/02/2023
GLENN, ELIJAH	PROFESSIONAL - CERTIFIED	001 CEDAR HILL HIGH	08/01/2023
GRIDER, TRAKEIVANCE	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
HARRIS, ZACHARIA	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
HAWKINS, SADE L	TEACHER	108 LAKE RIDGE ELEMENTARY	08/02/2023
HILL, DONNELL MONTEZ	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
HILL, ERICA	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/02/2023
HINES, KAWANNA	TEACHER	102 PLUMMER ELEMENTARY	08/02/2023
HOANG, FAITH HAIYEN	TEACHER	110 COLLEGIATE PREPARATORY	08/29/2023
HOWARD, MONICA DENISE	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/02/2023
JACKSON, JASMINE DIAMOND	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/11/2023
JACKSON, LAURYN MICHELLE	TEACHER	110 COLLEGIATE PREPARATORY	08/02/2023
JACKSON-GRIER, TAMORA CHANTELL	TEACHER	001 CEDAR HILL HIGH	08/02/2023
JAMES, DONISHA RENEA	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
JIMMERSON, TAMERA	TEACHER	041 W.S. PERMENTER MIDDLE	08/28/2023
JOHNSON, BRIANA	TEACHER	110 COLLEGIATE PREPARATORY	08/02/2023

New Hires through 08.31.23

JOHNSON, KHALIL ADONIYAH	TEACHER	001 CEDAR HILL HIGH	08/08/2023
JOHNSON, REGINALD J	TEACHER	108 LAKE RIDGE ELEMENTARY	08/02/2023
JONES, VALERIE	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
JONES, ZYON	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
JUDD, PAUL ANDREW	TEACHER	001 CEDAR HILL HIGH	08/02/2023
KING, BRYAN ANTHONY	TEACHER	001 CEDAR HILL HIGH	08/02/2023
LE, FRANCES KIM	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
LOGSDON, TAMMIE THOMPSON	TEACHER	001 CEDAR HILL HIGH	08/17/2023
MALLARD, MAKEYAH I	TEACHER	043 COLLEGIATE ACADEMY	08/21/2023
MATHEWS, MIKO LA SHAWN	TEACHER	001 CEDAR HILL HIGH	08/08/2023
MCDONALD, JOY B	TEACHER	001 STRIVE ACADEMY	08/02/2023
MCMILLIAN, DEHRON KENTREL	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
MEIGS, SOPHIA VICTORIA	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
MENSAH, CHARLES ADOMAKO	TEACHER	003 COLLEGIATE HIGH	08/22/2023
MOORE, CHAMPAYNE T	TEACHER	043 COLLEGIATE ACADEMY	08/02/2023
MOORE, ORELLA CARNELL	TEACHER	108 LAKE RIDGE ELEMENTARY	08/02/2023
MORRIS, AMBER N	TEACHER	043 COLLEGIATE ACADEMY	08/23/2023
MUSGROVE, BRICE BERNARD	TEACHER	001 CEDAR HILL HIGH	08/02/2023
NAJARRO-ESCOTO, GABRIEL ANTONI	TEACHER	041 W.S. PERMENTER MIDDLE	08/14/2023
NELSON, ZACHARY LEWIS	TEACHER	003 COLLEGIATE HIGH	08/28/2023
NGUYEN-JADE, LYNN VY	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
ODU, UZODINMA UZOCHUKWU	TEACHER	041 W.S. PERMENTER MIDDLE	08/08/2023
PACHECO, MARISSA NICOLE	TEACHER	110 COLLEGIATE PREPARATORY	08/02/2023
PARRISH, CLARA A	TEACHER	043 COLLEGIATE ACADEMY	08/02/2023
PENDLETON, VERONICA CARR	PROFESSIONAL - CERTIFIED	104 HIGH POINTE ELEMENTARY	08/14/2023
PENNY, KANDYCE M	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/17/2023
PEPPERS, GLORIA A	PROFESSIONAL - CERTIFIED	999 SPECIAL EDUCATION	08/11/2023
PHILLIPS, CHANTOINAE LASHUN	TEACHER	001 CEDAR HILL HIGH	08/02/2023
PLEASANT, PAULA R	TEACHER	102 PLUMMER ELEMENTARY	08/02/2023
PLEASANT, PAULA R	TEACHER	108 LAKE RIDGE ELEMENTARY	08/02/2023
PRUDHOMME, KAREN VANESSA	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
PRUDHOMME, KAREN VANESSA	TEACHER	104 HIGH POINTE ELEMENTARY	08/02/2023
RAMIREZ, STEPHANIE MARIE	TEACHER	102 PLUMMER ELEMENTARY	08/02/2023
REED, MATTHEW	TEACHER	001 CEDAR HILL HIGH	08/15/2023
RICHARDSON, MARCUS ANTHONY	TEACHER	001 CEDAR HILL HIGH	08/02/2023
RICHARDSON, TORRI VELMA	TEACHER	041 W.S. PERMENTER MIDDLE	08/02/2023
RISBY, MEOSHA LASHA	TEACHER	042 BESSIE COLEMAN MIDDLE	08/03/2023
ROBINSON, TIFFANY DANTE	TEACHER	001 CEDAR HILL HIGH	08/02/2023
RUCKER, QUINNESHA A	TEACHER	001 CEDAR HILL HIGH	08/02/2023
SHINAULT JR, EARNEST CHRISTOPHE	TEACHER	107 WATERFORD OAKS ELEMENTARY	08/07/2023
SKAGGS, ROSS OLIVER	TEACHER	001 CEDAR HILL HIGH	08/07/2023
SMITH, LASONDRA DENISE	TEACHER	104 HIGH POINTE ELEMENTARY	08/02/2023
SMITH, SWANDA LASHON	TEACHER	001 CEDAR HILL HIGH	08/07/2023
STEELS, JASMYN LOVE	TEACHER	001 CEDAR HILL HIGH	08/02/2023
TENISON, JAMES KRISTOPHER	TEACHER	001 CEDAR HILL HIGH	08/07/2023
THOMAS, NEIKEYA ONIYA	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
THOMPSON, LATISHA PATRICE	TEACHER	001 CEDAR HILL HIGH	08/02/2023
VALLIER, DANIKA ELAINE	TEACHER	108 LAKE RIDGE ELEMENTARY	08/02/2023

New Hires through 08.31.23

VARELA, ANGELICA	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
WALKER, BRITTANY ALEXANDRIA	TEACHER	042 BESSIE COLEMAN MIDDLE	08/02/2023
WARREN, ENJOLI VYONNE MONAY	TEACHER	110 COLLEGIATE PREPARATORY	08/02/2023
WATSON, SERENA	TEACHER	105 HIGHLANDS ELEMENTARY	08/02/2023
WESSELS, DENISE R	PROFESSIONAL - CERTIFIED	102 PLUMMER ELEMENTARY	08/02/2023
WESSELS, DENISE R	PROFESSIONAL - CERTIFIED	001 CEDAR HILL HIGH	08/02/2023
WHITE, KAMIYA DANNIELLE	PROFESSIONAL - CERTIFIED	001 CEDAR HILL HIGH	08/14/2023
WHITE, SALLY	TEACHER	104 HIGH POINTE ELEMENTARY	08/17/2023
WILLIAMS, TIARA RACHAUN	TEACHER	104 HIGH POINTE ELEMENTARY	08/21/2023

Resignations ending 08.31.23 PUBLIC

Name	POSITION	CAMPUS/DEPARTMENT	Effective	Reason
BARRIENTEZ, JUAN M	TEACHER	105 HIGHLANDS ELEMENTARY	08/25/2023	CAREER CHANGE (Out of K-12)
BLANKENSHIP, MARIA	TEACHER	001 CEDAR HILL HIGH SCHOOL	05/26/2023	LEAVE EXHAUSTED
BOLTON, NEIL A	ADMINISTRATOR	999 ADMINISTRATION	08/17/2023	ANOTHER DISTRICT (PROMOTION)
BROOKINS, GERALDINE M	PROFESSIONAL - NON CERTIFIED	999 ADMINISTRATION	08/03/2023	EXCESSIVE ABSENCE
BROWN, LATISHA MICHELLE	TEACHER	041 PERMENTER MIDDLE SCHOOL	08/21/2023	JOB ABANDONMENT
COLEMAN, MALEEKE ARMONE	TEACHER	110 COLLEGIATE PREPARATORY	08/11/2023	HEALTH OR FAMILY CIRCUMSTANCES
DAVIS, ALICIA J	ADMINISTRATOR	999 ADMINISTRATION	08/22/2023	CAREER CHANGE (Out of K-12)
DEVERS, BONNESHIA	PROFESSIONAL - NON CERTIFIED	001 CEDAR HILL HIGH SCHOOL	05/26/2023	JOB ABANDONMENT
JACKSON, LAURYN MICHELLE	TEACHER	110 COLLEGIATE PREPARATORY	08/29/2023	JOB DID NOT MEET EXPECTATIONS
LYNCH, LOVELEA	TEACHER	108 LAKE RIDGE ELEMENTARY	05/26/2023	JOB ABANDONMENT
PARKS, QUIANA	TEACHER	107 WATERFORD OAKS ELEMENTARY	05/26/2023	ANOTHER DISTRICT (LATERAL)
POWELL-CLEARY, GAYLE DIANA	ADMINISTRATOR	001 CEDAR HILL HIGH SCHOOL	08/18/2023	HEALTH OR FAMILY CIRCUMSTANCES
SMITH, SUZANNE MARIE	PROFESSIONAL	999 ADMINISTRATION	08/31/2023	RELOCATING OUTSIDE DFW
TIWARI, ARCHANA	TEACHER	003 COLLEGIATE HIGH SCHOOL	08/09/2023	CAREER CHANGE (Out of K-12)
WARREN-LEWIS, JO ANNA	PROFESSIONAL	041 PERMENTER MIDDLE SCHOOL	08/01/2023	ANOTHER DISTRICT (LATERAL)

10.B. Monthly Financials
Presenter: Carla Settle

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Financial Report – July 2023

Information

SUPERINTENDENT CONSTRAINT:

Shall not make budget decisions that increase taxes

BACKGROUND INFORMATION:

Each month, financial reports are prepared detailing the status of the District's financial activity for the fiscal year. The financial report for the month ending March 2023 is enclosed. The financial reports are separated into revenue and expenditures. The expenditures are summarized by function and by object.

CONTACT PERSON(S):

Carla Settle, Chief Financial Officer

Paula McBride, Executive Director of Finance

ENCLOSURES:

Attached

**Cedar Hill Independent School District
Financial Report Month Ending July 31, 2023**



2023-2024 Fiscal Year

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**CEDAR HILL INDEPENDENT SCHOOL DISTRICT
2023-2024 FISCAL YEAR BOARD-APPROVED BUDGETS
FOR THE FIRST MONTH ENDING JULY 31, 2023**



	General Fund		Food Service		Debt Service		District Total	
	Original Budget	Amended Budget	Original Budget	Amended Budget	Original Budget	Amended Budget	Original Budget	Amended Budget
REVENUES:								
Local and Intermediate Sources	\$ 49,400,954	\$ 49,400,954	\$ 597,300	\$ 597,300	\$ 19,361,643	\$ 19,361,643	\$ 69,359,897	\$ 69,359,897
State Program Revenues	16,057,316	16,057,316	17,446	17,446	517,964	517,964	16,592,726	16,592,726
Federal Program Revenues	1,010,000	1,010,000	4,664,018	4,664,018	375,000	375,000	6,049,018	6,049,018
Other Financing Sources	-	-	-	-	-	-	-	-
Total Revenues	\$ 66,468,270	\$ 66,468,270	\$ 5,278,764	\$ 5,278,764	\$ 20,254,607	\$ 20,254,607	\$ 92,001,641	\$ 92,001,641
EXPENDITURE SUMMARY BY FUNCTION:								
11 - Instructional	\$ 33,971,753	\$ 33,971,753	\$ -	\$ -	\$ -	\$ -	\$ 33,971,753	\$ 33,971,753
12 - Instructional Resources and Media Services	624,006	624,006	-	-	-	-	624,006	624,006
13 - Curriculum and Instructional Staff Development	1,399,574	1,399,574	-	-	-	-	1,399,574	1,399,574
21 - Instructional Leadership	979,676	979,676	-	-	-	-	979,676	979,676
23 - School Leadership	4,667,714	4,667,714	-	-	-	-	4,667,714	4,667,714
31 - Guidance, Counseling and Evaluation	2,981,330	2,981,330	-	-	-	-	2,981,330	2,981,330
32 - Social Work Services	34,368	34,368	-	-	-	-	34,368	34,368
33 - Health Services	887,428	887,428	-	-	-	-	887,428	887,428
34 - Student Transportation	4,756,728	4,756,728	-	-	-	-	4,756,728	4,756,728
35 - Child Nutrition/Food Service	12,500	12,500	4,322,545	4,322,545	-	-	4,335,045	4,335,045
36 - Cocurricular/Extra Curricular Activities	2,136,835	2,136,835	-	-	-	-	2,136,835	2,136,835
41 - General Administration	3,620,513	3,620,513	-	-	-	-	3,620,513	3,620,513
51 - Plant Maintenance and Facility Services	9,048,547	9,048,547	-	-	-	-	9,048,547	9,048,547
52 - Security and Monitoring Services	1,889,202	1,889,202	-	-	-	-	1,889,202	1,889,202
53 - Data Processing Services	1,621,364	1,621,364	-	-	-	-	1,621,364	1,621,364
61 - Community Services	196,936	196,936	-	-	-	-	196,936	196,936
71 - Debt Service Cost	744,769	744,769	-	-	19,127,279	19,127,279	19,872,048	19,872,048
93 - Shared Service Agreement	153,518	153,518	-	-	-	-	153,518	153,518
95 - Payments to Juvenile Justice Alternative Program	30,000	30,000	-	-	-	-	30,000	30,000
99 - Other Intergovernmental Charges	186,000	186,000	-	-	-	-	186,000	186,000
Other Financing Uses	-	-	-	-	-	-	-	-
Total Expenditures	\$ 69,942,761	\$ 69,942,761	\$ 4,322,545	\$ 4,322,545	\$ 19,127,279	\$ 19,127,279	\$ 93,392,585	\$ 93,392,585
EXPENDITURE SUMMARY BY OBJECT:								
61XX - Payroll Cost	\$ 55,915,355	\$ 55,915,355	\$ 542,000	\$ 542,000	\$ -	\$ -	\$ 56,457,355	\$ 56,457,355
62XX - Professional and Contracted Services	6,769,857	6,769,857	3,081,136	3,081,136	-	-	9,850,993	9,850,993
63XX - Supplies and Materials	3,428,662	3,428,662	449,409	461,566	-	-	3,878,071	3,890,228
64XX - Other Operating Expenses	2,546,488	2,546,488	50,000	37,843	-	-	2,596,488	2,584,331
65XX - Bond Principal	-	-	-	-	13,150,145	13,150,145	13,150,145	13,150,145
65XX - Bond Interest	-	-	-	-	5,877,134	5,877,134	5,877,134	5,877,134
65XX - Other Debt Serv Fees	744,769	744,769	-	-	100,000	100,000	844,769	844,769
66XX - Capital Outlay Expenses	537,630	537,630	200,000	200,000	-	-	737,630	737,630
89XX - Other Uses	-	-	-	-	-	-	-	-
Total Expenditures	\$ 69,942,761	\$ 69,942,761	\$ 4,322,545	\$ 4,322,545	\$ 19,127,279	\$ 19,127,279	\$ 93,392,585	\$ 93,392,585
Excess (Deficiency) of Revenues Over Expenditures	\$ (3,474,491)	\$ (3,474,491)	\$ 956,219	\$ 956,219	\$ 1,127,328	\$ 1,127,328	\$ (1,390,944)	\$ (1,390,944)

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT
(UNAUDITED) STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL OPERATING FUND (199)
FOR THE FIRST MONTH ENDING JULY 31, 2023**



	CURRENT YEAR 2023-2024					PRIOR YEAR 2022-2023				
	Original Budget	Amended Budget	July 2023	Actual Year to Date*	Actual to Budget	Original Budget	Amended Budget	July 2022	Actual Year to Date*	Actual to Budget
REVENUES:										
Local and Intermediate Sources	\$ 49,400,954	\$ 49,400,954	\$ 183,124	\$ 183,124	0.37%	\$ 49,558,708	\$ 45,627,708	\$ 81,896	\$ 81,896	0.18%
State Program Revenues	16,057,316	16,057,316	318,531	318,531	1.98%	19,808,372	19,106,768	284,344	284,344	1.49%
Federal Program Revenues	1,010,000	1,010,000	-	-	0.00%	1,100,000	2,042,880	174	174	0.01%
Other Financing Sources										
Total revenues	\$ 66,468,270	\$ 66,468,270	\$ 501,655	\$ 501,655	0.75%	\$ 70,467,080	\$ 66,777,356	\$ 366,414	\$ 366,414	0.55%
EXPENDITURE SUMMARY BY FUNCTION:										
11 - Instruction	\$ 33,971,753	\$ 33,971,753	\$ 296,517	\$ 296,517	0.87%	\$ 35,779,845	\$ 33,280,886	\$ 280,501	\$ 280,501	0.84%
12 - Instructional Resources and Media Services	624,006	624,006	4,057	4,057	0.65%	682,695	587,319	3,397	3,397	0.58%
13 - Curriculum and Instructional Staff Development	1,399,574	1,399,574	75,918	75,918	5.42%	1,169,383	1,312,389	87,367	87,367	6.66%
21 - Instructional Leadership	979,676	979,676	83,349	83,349	8.51%	955,176	1,011,282	83,295	83,295	8.24%
23 - School Leadership	4,667,714	4,667,714	137,205	137,205	2.94%	4,662,448	4,675,181	145,965	145,965	3.12%
31 - Guidance, Counseling and Evaluation	2,981,330	2,981,330	69,493	69,493	2.33%	3,133,578	2,985,133	60,437	60,437	2.05%
32 - Social Work Services	34,368	34,368	277	277	0.81%	-	30,000	-	-	0.00%
33 - Health Services	887,428	887,428	13,379	13,379	1.51%	773,428	884,341	11,809	11,809	1.34%
34 - Student Transportation	4,756,728	4,756,728	8,380	8,380	0.18%	3,259,660	4,294,639	17,088	17,088	0.40%
35- Food Service	12,500	12,500	575	575	4.60%	12,150	5,150	1,342	1,342	26.06%
36 - Cocurricular/Extra Curricular Activities	2,136,835	2,136,835	54,509	54,509	2.55%	2,022,124	2,147,967	47,172	47,172	2.20%
41 - General Administration	3,620,513	3,620,513	209,722	209,722	5.79%	3,760,296	3,711,933	202,489	202,489	5.46%
51 - Plant Maintenance and Facility Services	9,048,547	9,048,547	82,026	82,026	0.91%	8,479,869	8,700,516	106,628	106,628	1.23%
52 - Security and Monitoring Services	1,889,202	1,889,202	60,817	60,817	3.22%	1,534,601	1,830,673	56,892	56,892	3.11%
53 - Data Processing Services	1,621,364	1,621,364	63,011	63,011	3.89%	1,354,956	2,564,133	64,773	64,773	2.53%
61 - Community Services	196,936	196,936	10,906	10,906	5.54%	203,296	219,296	15,246	15,246	6.95%
71 - Debt Service	744,769	744,769	36,051	36,051	4.84%	1,347,383	744,769	297,791	297,791	39.98%
93 - Shared Service Agreement	153,518	153,518	-	-	0.00%	153,518	153,518	-	-	0.00%
95 - Payments to Juvenile Justice Alternative Program	30,000	30,000	-	-	0.00%	20,000	30,000	-	-	0.00%
99 - Other Intergovernmental Charges	186,000	186,000	-	-	0.00%	165,000	176,000	-	-	0.00%
Other Financing Uses						-	894,409.00	-	-	0.00%
Total expenditures	\$ 69,942,761	\$ 69,942,761	\$ 1,206,192	\$ 1,206,192	1.72%	\$ 69,469,406	\$ 70,209,534	\$ 1,482,192	\$ 1,482,192	2.11%
EXPENDITURE SUMMARY BY OBJECT:										
61XX - Payroll Cost	\$ 55,915,355	\$ 55,915,355	\$ 1,065,719	\$ 1,065,719	1.91%	\$ 57,866,427	\$ 57,369,528	\$ 1,057,325	\$ 1,057,325	1.84%
62XX - Professional and Contracted Services	6,769,857	6,769,857	45,063	45,063	0.67%	5,314,209	4,382,628	34,225	34,225	0.78%
63XX - Supplies and Materials	3,428,662	3,428,662	39,396	39,396	1.15%	2,747,996	2,734,860	76,226	76,226	2.79%
64XX - Other Operating Expenses	2,546,488	2,546,488	19,963	19,963	0.78%	2,105,391	1,969,273	18,155	18,155	0.92%
65XX - Debt Service Payment	744,769	744,769	36,051	36,051	4.84%	203,000	744,769	-	-	0.00%
66XX - Capital Outlay Expenses	537,630	537,630	-	-	0.00%	1,232,383	2,114,067	296,261	296,261	14.01%
89XX - Other Uses	-	-	-	-	-	-	894,409	-	-	0.00%
Total expenditures	\$ 69,942,761	\$ 69,942,761	\$ 1,206,192	\$ 1,206,192	1.72%	\$ 69,469,406	\$ 70,209,534	\$ 1,482,192	\$ 1,482,192	2.11%
Excess (Deficiency) of Revenues Over Expenditures	\$ (3,474,491)	\$ (3,474,491)	\$ (704,537)	\$ (704,537)		\$ 997,674	\$ (3,432,178)	\$ (1,115,778)	\$ (1,115,778)	

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT
(UNAUDITED) STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
CHILD NUTRITION FUND (240)
FOR THE FIRST MONTH ENDING JULY 31, 2023**



	CURRENT YEAR 2023-2024					PRIOR YEAR 2022-2023				
	Original Budget	Amended Budget	July 2023	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	July 2022	Actual Year to Date	Actual to Budget
REVENUES:										
Local and Intermediate Sources	\$ 597,300	\$ 597,300	\$ 6,057	\$ 6,057	1.01%	\$ 230,000	\$ 670,836	\$ 1,492	\$ 1,492	0.22%
State Program Revenues	17,446	17,446	-	-	0.00%	\$ 150,000	\$ 17,447	\$ -	\$ -	0.00%
Federal Program Revenues	4,664,018	4,664,018	34,882	34,882	0.75%	\$ 4,132,878	\$ 4,071,729	\$ -	\$ -	0.00%
Other Financing Sources										
Total revenues	\$ 5,278,764	\$ 5,278,764	\$ 40,939	\$ 40,939	0.78%	\$ 4,512,878	\$ 4,760,012	\$ 1,492	\$ 1,492	0.03%
EXPENDITURE SUMMARY BY FUNCTION:										
35 - Child Nutrition/Food Service	4,322,545	4,322,545	6,398	6,398	0.15%	4,512,878	4,455,803	7,097	7,097	0.16%
51 - Plant Maintenance and Facility Services	-	-	-	-		-	-	-	-	
Total expenditures	\$ 4,322,545	\$ 4,322,545	\$ 6,398	\$ 6,398	0.15%	\$ 4,512,878	\$ 4,455,803	\$ 7,097	\$ 7,097	0.16%
EXPENDITURE SUMMARY BY OBJECT:										
61XX - Payroll Cost	\$ 542,000	\$ 542,000	\$ 6,398	\$ 6,398	1.18%	\$ 450,000	\$ 560,000	\$ 6,736	\$ 6,736	1.20%
62XX - Professional and Contracted Services	3,081,136	3,081,136	-	-	0.00%	3,490,178	3,229,265	-	-	0.00%
63XX - Supplies and Materials	449,409	461,566	-	-	0.00%	422,700	379,278	111	111	0.03%
64XX - Other Operating Expenses	50,000	37,843	-	-	0.00%	-	-	-	-	0.00%
66XX - Capital Outlay Expenses	200,000	200,000	-	-	0.00%	150,000	287,260	250	250	0.09%
89XX - Other Uses										
Total expenditures	\$ 4,322,545	\$ 4,322,545	\$ 6,398	\$ 6,398	0.15%	\$ 4,512,878	\$ 4,455,803	\$ 7,097	\$ 7,097	0.16%
Excess (Deficiency) of Revenues Over Expenditures	\$ 956,219	\$ 956,219	\$ 34,541	\$ 34,541		\$ -	\$ 304,209	\$ (5,605)	\$ (5,605)	

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT
(UNAUDITED) STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
DEBT SERVICE FUND (599)
FOR THE FIRST MONTH ENDING JULY 31, 2023**



	CURRENT YEAR 2023-2024					PRIOR YEAR 2022-2023				
	Original Budget	Amended Budget	July 2023	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	July 2022	Actual Year to Date	Actual to Budget
REVENUES:										
Local and Intermediate Sources	\$ 19,361,643	\$ 19,361,643	\$ 94,221	\$ 94,221	0.49%	\$ 17,008,689	\$ 17,008,689	\$ 41,450	\$ 41,450	0.24%
State Program Revenues	517,964	517,964	-	-	0.00%	-	648,368	-	-	0.00%
Federal Program Revenues	375,000	375,000	-	-	0.00%	375,000	375,000	-	-	0.00%
Other Financing Sources										
Total revenues	\$ 20,254,607	\$ 20,254,607	\$ 94,221	\$ 94,221	0.47%	\$ 17,383,689	\$ 18,032,057	\$ 41,450	\$ 41,450	0.23%
EXPENDITURE SUMMARY BY FUNCTION:										
71 - Debt Service Cost	\$ 19,127,279	\$ 19,127,279	\$ -	\$ -	0.00%	\$ 16,435,742	\$ 16,935,742	\$ 1,000	\$ 1,000	0.01%
Other Financing Uses	-	-	-	-	-	-	-	-	-	-
Total expenditures	\$ 19,127,279	\$ 19,127,279	\$ -	\$ -	0.00%	\$ 16,435,742	\$ 16,935,742	\$ 1,000	\$ 1,000	0.01%
EXPENDITURE SUMMARY BY OBJECT:										
6511 - Bond Principal	\$ 13,150,145	\$ 13,150,145	\$ -	\$ -	0.00%	\$ 9,491,666	\$ 9,991,666	\$ -	\$ -	0.00%
6521 - Bond Interest	5,877,134	5,877,134	-	-	0.00%	6,844,076	6,844,076	-	-	0.00%
6599 - Other Debt Serv Fees	100,000	100,000	-	-	0.00%	100,000	100,000	1,000	1,000	1.00%
Total expenditures	\$ 19,127,279	\$ 19,127,279	\$ -	\$ -	0.00%	\$ 16,435,742	\$ 16,935,742	\$ 1,000	\$ 1,000	0.01%
Excess (Deficiency) of Revenues Over Expenditures	\$ 1,127,328	\$ 1,127,328	\$ 94,221	\$ 94,221		\$ 947,947	\$ 1,096,315	\$ 40,450	\$ 40,450	

10.C. Unemployment Compensation Insurance Renewal

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Renewal of Contract for the Purchase of Unemployment
Compensation Insurance for 2023-2024

Information

BACKGROUND INFORMATION:

The Superintendent is not required to obtain Board approval for certain types of budgeted purchases, regardless of cost, but shall subsequently report them to the Board. A purchase made pursuant to a Board-approved interlocal contract, in accordance with Government Code Chapter 791 and in accordance with Local Government Code 271.102 satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

Participation in TASB Risk Management Fund is via Interlocal Agreement which meets Section 44.031 of the Education Code as an approved purchasing method that is in compliance with all bidding statutes. This allows the district to enter into an agreement without going through an additional bidding process.

The District is a member of the interlocal agreement that includes property, liability, workers' compensation and unemployment compensation. The four programs were combined in April 1997 to form the Fund. Fund Members have the option of participating in one or all of the Fund's programs. The Fund has provided exceptional risk management coverage to educational entities throughout Texas for over 40 years and risk management services to more educational entities across the state than any other single provider.

This year TASB presented an annual contribution of \$104,668 for the Pool program for October 1, 2023 through September 30, 2024. Pricing is based on estimated payroll and benefits history provided to TASB by the business office. The Fund assumes responsibility for the District's quarterly claim payments to Texas Workforce Commission (TWC). The Fund provides coverage for the payment of statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings before the TWC and preparation of required TWC reports.

BOARD ACTION REQUIRED:

None

POLICY AUTHORIZATION:

CH – LEGAL Purchasing and Acquisition

CH – LOCAL Purchasing and Acquisition

CONTACT PERSON:

Carla Settle, Chief Finance Officer

FUNDING SOURCE:

General Fund (199)

ENCLOSURES:

Renewal Contract

10.D. Purchases Over \$50K

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: September 18, 2023

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Purchases over \$50,000

Information

BACKGROUND INFORMATION:

Cedar Hill ISD Board Policy CH (LOCAL) states, The Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with state law;
2. A purchase made through a cooperative purchasing program, in accordance with state law;
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. The purchase of budgeted regulated utility services;
5. A continuing or periodic purchase of goods or services under a Board-approved bid or contract; or
6. A purchase for produce or fuel

RECOMMENDATION:

N/A

BOARD ACTION REQUIRED:

N/A

POLICY AUTHORIZATION:

CH – LEGAL Purchasing and Acquisition

CH – LOCAL Purchasing and Acquisition

CONTACT PERSON:

Carla Settle, Chief Financial Officer

Patricio Valdez Contreras, Purchasing Manager

FUNDING SOURCE:

Multiple

ENCLOSURES:

August Purchases over \$50,000

Cedar Hill Independent School District
August 2023 Purchases over \$50,000
September 18, 2023 Board Meeting



VENDOR	DESCRIPTION	CHECK DATE	AMOUNT	METHOD OF PURCHASE
Direct Energy Business-Dallas	July Electricity	8/2/2023	88,486.07	TASB Interlocal Agreement
Zonar Systems, Inc	Transportation GPS System	8/2/2023	52,502.40	Equalis Cooperative
Texas Comptroller of Public Accounts	Quarterly SECO Loan STAR Payment	8/10/2023	50,493.43	
CDW Government, Inc.	Google Workspace, Druva Phoenix, Content Keeper	8/16/2023	70,150.65	Tips Cooperative
Skyward, Inc.	Student Management Renewal	8/23/2023	73,100.00	Allied States Cooperative
Transpar Group, Inc.	Transportation Management Services	8/23/2023	79,609.73	EPCNT Cooperative
Accelerate Learning Inc	STEM Scopes Science K-HS + Biology TEKS Services	8/30/2023	69,035.35	Allied States
Amplify Education, Inc.	Elementary ELAR	8/30/2023	52,571.16	Board Approved RPF 20-21-01
Delcom Group LP	Teacher Chromebooks, Go Guardian Renewal	8/30/2023	56,616.80	Tips Cooperative
Direct Energy Business-Dallas	August Electricity	8/30/2023	119,630.20	TASB Interlocal Agreement
IXL Learning, Inc.	Learning Licenses	8/30/2023	89,775.00	Board Approved RPF 22-23-01
Regions Bank Corporate Trust Operations	Debt Services - Bond Payments	8/15/2023	1,944,668.01	
US Bank	Debt Services - Bond Payments	8/15/2023	4,592,095.98	

11. Resilient School Support Program (RSSP) DER
Presenter: Dr. Cherron Montgomery
12. ADJOURN