

**WACO INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING
WISD Conference Center
115 S 5th Street
Waco, Texas 76701**

Thursday, July 21, 2022 - 6:00 PM

A Regular Meeting of the Board of Trustees of Waco Independent School District will be held July 21, 2022, beginning at 6:00 PM in the WISD Conference Center, 115 S 5th Street, Waco, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice/agenda.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

AGENDA

1. **Call to Order**
2. **Public Comments on Agenda Items**
3. **Closed Session (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)**
 - 3.A. DELIBERATIONS ABOUT REAL PROPERTY - 551.072
 - 3.B. PERSONNEL MATTERS - 551.074
4. **Reconvene in Open Session**
5. **Moment of Silence and Pledge of Allegiance**
6. **Special Recognitions**
 - 6.A. Pledge Leaders
 - 6.B. International Thespian Excellence Awards
 - 6.C. Community Partner Award
7. **Superintendent's Report**
 - 7.A. August 6, 2022, Family Fest
 - 7.B. Licensed Professional Counselor for Employees
 - 7.C. Back-to-School Employee Huddles
 - 7.D. Behavior Boot Camp for New Teachers
8. **Consent Agenda: Consider and Take Appropriate Action**
 - 8.A. Retention Bonuses for School Resource Officers
 - 8.B. Amendments to the 2021-2022 Budget
 - 8.C. Bid Award for Educational Consultants, Professional Development, and Other Student-Based Contracted Services
 - 8.D. Renewal of Interlocal Participation Agreement with the Texas Association of School Boards (TASB) Risk Management Fund for Property, Auto Liability and Physical Damage, and School Liability Insurance, and Workers' Compensation Coverage

- 8.E. Purchases over \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Service
- 8.F. Cost Share Agreement between Waco Independent School District and Communities-in-Schools of the Heart of Texas
- 8.G. Interlocal Cooperation Agreement and Fiscal Agent Contract between the McLennan County Challenge Academy and Participating Districts for the 2022-2023 School Year
- 8.H. Memorandum of Understanding between the Heart of Texas Behavioral Health Network - Klaras Center for Families and Waco Independent School District for Waco High School
- 8.I. Memorandum of Understanding between the Waco Independent School District and Partner Independent School Districts and Set the Tuition and Building Fee Rates for the Greater Waco Advanced Manufacturing and Health Care Academies for the 2022-2023 School Year
- 8.J. Monthly Financial Reports for the Period Ended June 30, 2022
- 8.K. Second Reading and Adoption of Board Policy FFAC(LOCAL)
- 8.L. Hiring of an Employee Related to a Current Administrator
- 8.M. Required Annual Review of College, Career and Military Readiness (CCMR) Board-Adopted Goals
- 8.N. Required Annual Review of Early Childhood Literacy and Mathematics Board-Adopted Goals
- 8.O. Resolution to Cast Votes for Member of the McLennan County Appraisal District Board of Directors
- 8.P. Additional Services for O'Connell Robertson Related to Furniture Selection, Procurement and Installation Oversight for 2021 Bond Projects
- 8.Q. Easement for City of Waco Water Line Extension at University High School Campus
- 8.R. Optional Flexible School Day Program
- 9. **Consider, Discuss and Take Appropriate Action Regarding the Design Development for Tennyson Middle School**
Presenter: Gloria Barrera & Jarrod Sterzinger, O'Connell Robertson Architects
- 10. **Review and Discuss Waco ISD's Leadership Definition and Holdsworth Center Update**
Presenter: Dr. Josie Gutierrez & Dr. Deena Cornblum
- 11. **Review and Discuss Preliminary 2022 STAAR Data and State Accountability Projections**
Presenter: Denise Bell
- 12. **Announcements**
- 13. **Adjournment**

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: July 21, 2022

Contact Person: Alice Jauregui

RE: Special Recognitions

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Background Information:

Pledge Leaders

Each month, one campus selects two students to lead the Pledge of Allegiance at the regular business meeting of the Waco ISD Board of Trustees. For the month of July, Brooklyn Hopkins and Mayralynn Perez from Dean Highland Elementary School were selected for this honor.

International Thespian Excellence Awards

Waco High School had eight students submit work to the International Thespian Excellence Awards (Thespys®). This competition recognizes the highest level of achievement in school theatre performance, technical theatre, writing, and filmmaking. These students originally submitted work between November 2021 and February 2022 and scored overall Superior ratings at the state level which qualified them to participate at the International level. The competition was held at Indiana University in Bloomington Indiana.

The following students scored overall excellent ratings:

Briana Acevedo - Sound design for *Shrek The Musical*

Bailee Barton - Solo musical theatre for her performance of Morning Person in *Shrek The Musical*

Ciarra Shaw- Solo acting entitled *Viral*

Jaiceybelle Hunter - Makeup design for *Shrek The Musical*

Lily Howell and Lydia Allen- Duet acting for their performance of *Jealousy Jane*

Lina Denson - Scenic design for *Shrek The Musical*

Vianey Ramos - Solo musical theatre for her performance of *How 'Bout A Dance* from *Bonnie and Clyde*

Community Partner Award

Each month, Waco ISD recognizes a community partner making a difference for students with the Waco ISD Award for Outstanding Community Partners. The recognition celebrates the theme for the 2021-2022 school year “We are Waco ISD” and acknowledges that it’s not just our employees and students who make the Waco ISD community a great place to teach and learn.

In July, the district is recognizing Superior Health. Superior Health has a long history of donating funds to assist with Family Fest. The donated funds make it possible for Waco ISD to purchase thousands of backpacks that are provided to district students.

Fiscal Implications:

None

Administration Recommendations:

For discussion only

Waco Independent School District

Board of Trustee Meeting Agenda

Date: July 21, 2022

Contact Person: Daniel Lopez

RE: Retention Bonuses for School Resource Officers

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Background Information:

The district’s police department is struggling to recruit and retain school resource officers. To redress these issues, a Retention Bonus Cohort Plan for Waco ISD Police Officers is proposed using federal ESSER funding. Retention bonuses would be paid to school resource officers based on length of service and/or specific criteria during ESSER grant funding periods, from August 2021 to December 2024.

The retention bonus is structured in tiered payments depending on the start date (Cohort), contingent upon the officer’s continuous employment on the payout day.

- **Cohort A** – employed as a police officer as of August 31, 2021 - total retention bonus amount of \$10,000 divided into 3 payouts, with payout dates of December 2022, December 2023, and September 2024.
- **Cohort B** – hired as a police officer between September 1, 2021, and August 31, 2022 - total retention bonus amount of \$5,000 divided into two equal payouts, with payout dates of December 2023 and September 2024.
- **Cohort C** – hired as a police officer between September 1, 2022, and August 31, 2023 - total retention bonus of \$2,500 paid out once in September 2024.

Fiscal Implications:

The estimated cost of the proposed police officer retention bonuses is \$125,000 and impacts an estimated 14 police officers.

Administrative Recommendations:

Approve retention bonuses for police officers as presented

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Sheryl Davis

RE: Amendments to the 2021-2022 Budget

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Background Information:

The Texas Education Agency has established additional requirements for school district budget preparation. As part of these requirements, a school district must amend the official budget before exceeding a functional expenditure category, i.e., instruction, administration, etc., in the total district budget. Attached are copies of the proposed amendments to the Official Budget identifying details of the requests. The following summarizes the effect of these amendments by functional category.

Summary:

Amendment #056: Mountainview Elementary School (Fund 199)

This amendment will reallocate budgeted funds from instructional equipment to school leadership equipment and general supplies to upgrade administrative technology and provide start up office supplies. These adjustments are required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

			<u>TEA Revenue/Function Description</u>
Source of Funds:	\$	4,000	Instruction
Use of Funds:	\$	4,000	School Leadership
Fund Balance Effect		None	

Amendment #057: Athletics (Fund 199)

This amendment will reallocate budgeted funds from extracurricular activities rentals, other contracted services, and general supplies to security and monitoring services for extra-duty and overtime for support staff utilized at athletics events. These adjustments are required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

			<u>TEA Revenue/Function Description</u>
Source of Funds:	\$	17,186	Extracurricular Activities
Use of Funds:	\$	17,186	Security and Monitoring Services
Fund Balance Effect		None	

Amendment #058: Kendrick Elementary School (Fund 199)

This amendment will reallocate budgeted funds from curriculum and instructional staff development other contracted services to guidance and counseling for travel. These adjustments are required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Revenue/Function Description</u>
Source of Funds:	\$ 373	Curriculum & Instructional Staff Development
Use of Funds:	\$ 373	Guidance, Counseling, & Evaluation Services
Fund Balance Effect		None

Amendment #059: Districtwide (Fund 199)

This amendment is required to place budget to appropriately account for leases under Governmental Accounting Standards Board (GASB) Statement 87. The Statement is effective for years beginning after June 15, 2021 and establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The capital expenditures are offset by proceeds from the leases. Debt principal and interest payments are offset by budgeted operating lease expenditures. These adjustments are required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Revenue/Function Description</u>
Source of Funds:	\$ 1,546,582	Instruction, Instructional Leadership, Extracurricular Activities, General Administration, Plant Maintenance & Operations, Security & Monitoring Services, Data Processing Services, Proceeds from Right to Use Leased Assets
Use of Funds:	\$ 1,546,582	Instruction, Instructional Leadership, Food Services, Extracurricular Activities, General Administration, Plant Maintenance & Operations, Security & Monitoring Services, Data Processing Services, Debt Service
Fund Balance Effect		None

A copy of the amendments are attached for your review detailing line items to be adjusted.

Fiscal Implications:

The budget amendments have no impact on fund balance.

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the budget amendments, as presented.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: S. Smith

RE: Bid Award for Educational Consulting, Professional Development, and Other Student-Based Contracted Services

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Background Information:

Request for Proposal, RFP # 21-1182, Educational Consulting, Professional Development, and Other Student-Based Contracted Services have been received for the purpose of creating a list of vendors which can service the District. We received eight (8) responses during the past month; however, three (3) were not recommended for award as the services they offered were outside of the scope of this bid. Two were software providers and one provided vending machine services. The recommended vendors will be added to our previously approved list of one hundred and fifty-six (156) responses.

Examples of the types of services covered under this RFP are:

- Academic Educational Consultant
- Professional / Staff Development Training
- Motivational or Professional Speaker
- Program Review/Recommendation Services
- Data/Statistical Analysis
- Curriculum Design
- Evaluator Services
- Judging Services
- Technology Analysis / Consultant
- Operations Analysis / Consultant
- Grant Evaluation Services
- Presentations / Programs for staff and students (e.g. authors)
- Marching Band / Drill / Cheer Design and Choreography (includes camps)
- Theatre Coaching Services
- Instructors for outside of the school day classes (art, photography, gardening, tennis, Zumba, etc.)
- Speaker(s) for Assembly Programs
- Other services deemed appropriate for this request

In an effort to create inclusivity with our consulting, professional development, and student-based contracted services vendors and in light of changes made in 2019 by the Texas Education Agency's, Financial Accountability Systems Resource Guide (FASRG) Module 5 – Purchasing, the Business Services Department has elected to utilize the Extended Period for Multiple Award Contracts as shown in the FASRG excerpt shows.

3.16.6 Limited Response Period versus Extended Period for Multiple Award Contracts

Normal procurement practices will allow solicitation responses to be submitted to the district within a limited, specific time period, usually two to three weeks. The district may want to review past policies to determine if a limited response time is in the best interest of the district and the needs of its end users.

Consideration may need to be given to have an extended opening for receiving responses.

- Limited Response Period. This choice is considered a normal, formal RFP. Examples include newspaper advertisements and awards made and limited to only the responders that submitted and awarded for the solicitation.
- Extended Response Period. This choice is more informal than a limited response period. The major difference is the date the responses are due. This method allows for responses to be accepted throughout an extended period such as the date of the contract award expiration and awards made periodically. Periodic board approval may also be required. For newspaper advertisements, our District will continue to publicize periodic republication through our website and continue to enlist the assistance of the three (3) Chamber of Commerce's, as received on this first solicitation. The advertisement will address concerns about transparency by announcing the solicitation to new readers even though the statutory requirements were met by the initial publication.

The intent for awarding additional vendors to this bid will be done on an as needed basis. Vendors submitting a response by the end of each month will be submitted for consideration at the next board meeting.

Fiscal Implications:

The cost of these items will be charged to the appropriate campus/department budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the additional five (5) vendors for the Educational Consulting, Professional Development, and Other Student-Based Contracted Services bid, as presented.

RFP #21-1182 Educational Consulting, Professional Development, and Other Student-Based Contracted Services

American Reading Company

Company Name: American Reading Company

Street Address: 480 Norristown Road

City, State, Zip: Blue Bell, PA 1922

Contact Name: Jamie Butler

Contact Phone Number: 866-810-2665

Contact Email Address: contracts@americanreading.com

Category of Service Provided: Professional/Staff Development Training

Target Audience: Campus Administrators and Teachers

Description of Services: The offered training launches teacher/leader teams with a focus on transformative literacy design to create a classroom culture that supports autonomy, engagement, and growth in literacy for all students. Participants work with authentic and complex texts and understand how appropriately complex text moves students as readers and as researchers throughout the school year. Teachers develop a high capacity to deliver strong, grade-level core instruction and differentiated instruction to identify and meet the needs of students across a wide range of skills, interests, and background knowledge. The Leadership Learning Series builds organizational through a three-phase plan that is uniquely designed to improve student outcomes. The customized support provides Instructional Leadership Teams with the tools and resources to build consensus, develop the appropriate infrastructure, and provide differentiated support to all stakeholders.

Pricing: Professional Learning sessions currently range from \$2,800 to \$7,000 per session depending upon the type. Prices are subject to change throughout the year. ARC's current prices appear on the American Reading Company website (<https://www.americanreading.com/about-us/ordering-info/>).

Curriculum Associates

Company Name: Curriculum Associates, LLC

Street Address: 153 Rangeway Road

City, State, Zip: North Billerica, MA 01862

Contact Name: Erin Rush

Contact Phone Number: 614-721-9573

Contact Email Address: RFPs@cainc.com

Category of Service Provided: Professional/Staff Development Training

Target Audience: District/Campus Administrators and Teachers

Description of Services: Curriculum Associates offers a variety of new or practicing user sessions for use with i-Ready Assessment and Personalized Instruction (i-Ready). Examples of classes are: Getting Good Data with i-Ready, Using Data to Plan Instruction, Tailored Support—Supporting Fidelity, Data-Driven Leadership Best Practices I, Delivering Differentiated Instruction, Helping All Learners Succeed, Tailored Support—Supporting Classroom Impact, Data-Driven Leadership Best Practices II.

Pricing: The recommended time for each course is three hours, but we are flexible and can adjust

session duration as needed to meet the District’s needs. There is a maximum of 30 participants at any one time during each session. With this flexible model, during one session our trainers can divide teachers into groups (e.g., two three-hour courses during one “session” depending on the implementation scope), cycle through planning periods, and adapt the session to meet participants’ specific needs—maximizing available resources. The cost for this recommended professional development package is: two live sessions = \$3,500, three live sessions = \$5,250, four live sessions = \$7,000. Additional à la carte onsite or virtually delivered sessions may be purchased at the rate of \$1,750/each, if Waco ISD purchases our recommended package. Our fee for professional development includes our staff’s time and travel, plus session development and any handouts. If the District implements for three or more school sites, we will deliver a free centralized leadership session of up to three hours. Once the minimum threshold has been met, we will provide one free session for every 10 sites implementing. Leadership sessions may also be purchased à la carte for \$1,750 each.

Intentional Integration Consulting LLC

Company Name: Intentional Integration Consulting LLC

Street Address: 444 Locust Ave

City, State, Zip: Lindenwold, NJ 08021

Contact Name: Latissha Fields

Contact Phone Number: 609-868-9434

Contact Email Address: latissha@intentionalintegration.com

Category of Service Provided: Professional/Staff Development Training

Target Audience: Elementary Educators

Description of Services: We will help educators overcome burnout and discover and understand the power of leveraging edtech to elevate instruction and improve student outcomes using the F.L.O.W. Formula. This formula includes focusing on standards, leveraging tech, getting organized and using the system. This system will support educators in utilizing edtech with decreased frustration while improving instructional practices and student outcomes. Our Services include a needs assessment, professional development and learning labs, job-embedded coaching, virtual grade-team support follow-ups and digital resources.

Pricing: Option #1 @ \$32,500 (30 max): 60-90 min Needs Assessment, 90 min PD/Labs, 90 min Job-Embedded Coaching, 60 min Virtual Support, Digital Resources. Option #2 @ \$25,500 (30 max): 60-90 min Needs, Assessment, 90 min PD/Labs, 90 min Job-Embedded Coaching, Digital Resources. Option #3 @ \$18,500 (30 max): 60-90 min Needs Assessment, 90 min PD/Labs, Digital Resources.

Michelle Michlowitz

Company Name: Michelle Michlowitz

Street Address: 149 Hopen Cv

City, State, Zip: Leander, TX 78641

Contact Name: Michelle Michlowitz

Contact Phone Number: 210-710-7507

Contact Email Address: mmmudd@gmail.com

Category of Service Provided: Fine Arts Services (Band, Choir, Theater)

Target Audience: Colorguard affiliated with band

Description of Services: Develop dance technique in students to enhance performance ability and to train students in flag, rifle, and sabre technique

Pricing: \$25/hr

Waco Axe Company

Company Name: Waco Axe Company

Street Address: 1526 Washington Ave

City, State, Zip: Waco, TX 76701

Contact Name: Christi Ellis

Contact Phone Number: 254-300-6697

Contact Email Address: wacoaxecompany@gmail.com

Category of Service Provided: Professional/Staff Development Training

Target Audience: Students and teachers

Description of Services: We offer axe throwing in a safe mobile trailer

Pricing: \$400

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 22, 2021

Contact Person: S. Smith/D. Lopez

RE: Renewal of Interlocal Participation Agreement with the Texas Association of School Boards (TASB) Risk Management Fund for Property, Auto Liability and Physical Damage, School Liability Insurance, and Workers' Compensation Coverage

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Background Information:

The Waco Independent School District has acquired property, auto liability and physical damage, and school liability insurance as well as workers' compensation coverage through an interlocal participation agreement with the Texas Association of School Boards (TASB) Risk Management Fund. The TASB Risk Management Fund operates under the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of this agreement is to provide a comprehensive coverage program. These coverage lines require concurrent participation and may not be purchased as 'stand-alone' coverages.

TASB has provided the District with a renewal proposal for the 2022-2023 fiscal year. The following paragraphs detail the coverage and proposed contribution rates for each program.

Property Insurance

The coverage is on district owned buildings, contents, and adjacent structures at a combined total value of \$663,013,306 with a maximum replacement of \$400,000,000 per occurrence, with limited coverage for mold and fungus. The property deductible will be \$1,000,000 for weather perils and \$100,000 for all perils except weather perils. The proposal also provides coverage for boiler and machinery, flood, earthquake, crime and equipment breakdown with acceptable limits and deductibles. TASB also includes a \$100,000 limit crime policy at no additional cost under the property policy.

The District received two proposals for property insurance. Coverage was identical in the two proposals with the exception of the deductible for weather perils. Option 1 maintained our current deductible of \$1,000,000 with a total premium of \$758,117. Option 2 included a deductible of \$2,500,000 for weather perils with a total premium of \$645,894. Considering recent claims for hail and winter storm damage, the administration determined that it was in the best interest of the District to recommend Option 1 at an additional premium of \$112,223. The proposed total premium for 2022-2023 includes sub-limits for wind, hurricane, and hail loss. The premium reflects an increase of \$103,993 from the previous year.

Flood Zone Exclusion: Flood coverage, for district owned properties that fall in flood zones A (high risk) or B (moderate risk), is not included under this policy. The administration will obtain quotes for the continuation of additional flood coverage through the National Flood Insurance Program (NFIP) currently managed by FEMA. The NFIP provides coverage limits of \$500,000 per building and \$500,000 for contents in flood zones A and B with a \$1,250 deductible per occurrence on the six properties in Zone B and a \$5,000 deductible on the property in Zone A. The premium for this coverage was \$50,583 for the 2021-2022 fiscal year and is expected to increase by 9% to \$55,136, which is an increase of \$4,553 from the prior year.

The following schedule details the proposed rates as compared to the past five years:

COVERAGE	POLICY YEAR 2017-2018	POLICY YEAR 2018-2019	POLICY YEAR 2019-2020	POLICY YEAR 2020-2021	POLICY YEAR 2021-2022	POLICY YEAR 2022-2023
PROPERTY VALUES	\$ 536,969,954	\$ 536,969,954	\$ 536,969,954	\$ 536,969,954	\$ 600,857,408	\$663,013,306
Property	\$277,844	\$277,844	\$535,321	\$556,736	\$654,124	\$758,117
	Premium	Premium	Contribution	Contribution	Contribution	Contribution
	@.050100	@.050100	@.099700	@.103700	@.108900	@.114300
	rate per					
	\$100 of					
	value	value	value	value	value	value
Engineering Fee	Included	Included	Included	Included	Included	Included
Certified Acts of Terrorism	Included	Included	Included	Included	Included	Included
Total Premium -->	\$277,844	\$277,844	\$535,321	\$556,736	\$654,124	\$758,117
TOTAL PREMIUM:	\$277,844	\$277,844	\$535,321	\$556,736	\$654,124	\$758,117

Commercial Auto Liability

The proposed premium for auto liability coverage for 2022-2023 is \$28,840, an increase of \$614 over the prior year. The proposed premium for auto physical damage is \$24,734, an increase of \$1,998. The plan provides up to a \$300,000 liability limit for each occurrence, a \$1,000 deductible for bodily injury, property damage, and comprehensive and collision coverage. Automobile Physical Damage is limited to actual cash value.

School Liability

The school liability coverage under TASB combines general, professional legal, and employee benefits liability into a single coverage agreement to prevent gaps in coverage. This policy carries a \$10,000 deductible per claim and is an occurrence made policy with a \$5,000,000 maximum annual aggregate limit.

The proposed premium is \$80,902, an increase of \$6,055 for 2022-2023. Ancillary coverage included in the renewal includes School Crisis Coverage/Violent Acts at no charge, \$0 deductible and \$250,000 per occurrence.

Privacy and Information Security

The privacy and information security liability coverage began in 2020-2021. The plan provides up to a \$250,000 combines single limit and covers the most common cyber claims, including a data breach, phishing attack, or fraudulent direction incident. The premium for this coverage will remain at \$6,000.

Workers' Compensation

The Risk Management Fund continues to serve the District well by managing all workers' compensation claims and providing legal defense when appropriate. The District continues to maintain a return to work program that began in 2001. The District changed from a fully funded to a partially funded aggregate deductible plan in 2002 because of a consistent reduction in paid out losses.

TASB bases their renewals on five years of prior claims experience and on the Fund's overall progress throughout Texas.

Fiscal Year	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Contribution	\$99,811	\$99,801	\$103,774	\$109,534	\$109,205	\$103,273
Estimated Claims Liability	\$751,115	\$736,092	\$688,982	\$654,396	\$671,190	\$680,769
Maximum WC Claims/ Liability	\$850,926	\$835,893	\$792,756	\$763,930	\$780,395	\$784,012

The administrative contribution of \$103,273 reflects a reduction of \$5,932 from last year. The estimated payroll for 2022-2023 is multiplied by the claims liability factor to arrive at estimated claims liability for 2022-2023. The claims liability will be adjusted at the end of the plan year based on the actual audited payroll total year ending August 31, 2023.

The following schedule details proposed rates as compared to the past four years:

COVERAGE	POLICY YEAR				
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Auto Fleet	\$ 43,895	\$ 44,639	\$ 48,982	\$ 50,962	\$ 53,574
General Liability	\$ 68,768	\$ 68,768	\$ 74,847	\$74,847	\$80,902
*Educators Legal Liability	\$ Included under General Liability				
\$5,000,000 Excess Liability – ELL, Only	\$ Included under General Liability				
Privacy & Information Security	--	--	\$2,500	\$ 4,000	\$6,000
Total Premium -->	\$ 112,663	\$ 113,407	\$ 126,329	\$ 129,809	\$140,476

Fiscal Implications:

The total cost of these coverages is \$1,001,866, an increase of \$108,728 over 2021-2022. This increase has been included in the proposed 2022-2023 budget.

Administrative Recommendations:

The Administration recommends that the Board of Trustees approve the renewal of the Interlocal Participation Agreement with the Texas Association of School Boards (TASB) Risk Management Fund, to include property, auto liability and physical damage, school liability insurance, as well as workers' compensation coverage for the 2022-2023 fiscal year, as presented.



June 26, 2022

Tammy Boyett

Waco ISD

Dear Tammy Boyett,

You count on a strong risk management and coverage provider to support managing operations and risk at your organization. Thank you for trusting the TASB Risk Management Fund to be that partner. The Fund's partnership with its more than 1,000 members has provided stability and financial strength for nearly five decades.

- **Strength in Sharing:** The Fund is the largest school risk-sharing pool in Texas and is led by Fund member school board trustees and administrators. The Board ensures the Fund remains financially strong and provides stability and responsiveness for all Fund members.
- **Financial Security:** With more than \$200 million in Members' Equity, the Fund has the financial strength to manage claims and respond to the impact of changing environments for members.
- **Responsive Service:** The Fund offers specialized coverage and services to meet Texas public schools' unique needs and exposures.

We are pleased to provide you with a renewal proposal for the 2022–23 coverage term. This year's renewal proposals reflect the Fund's efforts to respond to the evolving exposures and risks faced by its members. Your proposal reflects the Fund programs in which your organization participates. The following are highlights of key program changes for 2022-23:

- **Property** coverage costs continue to be driven by severe weather and increased building values. The Fund's Board of Trustees authorized use of Members' Equity to help limit the impact of cost increases for Fund members this year. Members will receive renewal options with higher weather deductibles to further reduce costs. Small and mid-size members will also have options to lower weather deductibles.
- **Auto and School Liability** rates will remain level for most members with contribution changes based on loss history and exposures. **Auto Physical Damage** claims costs continue to increase as vehicles are more costly and complex to repair. These rates will increase moderately for most members.
- **Workers' Compensation** rates will remain stable with little to no increase. Contribution changes reflect normal payroll changes and loss history. Costs remain steady even though claims have returned to pre-pandemic levels.
- Improved cyber risk management practices are paramount for all organizations as ransomware attacks and other risks increase. The Fund continues to offer affordable **Privacy & Information Security** coverage to members and will continue to provide resources to help members improve cyber security controls.

- **Unemployment Compensation** coverage is effective October 1, 2022, for all members of that program. Renewals will be issued in August with member contributions decreasing by 5%, on average.

A summary of updates and clarifications to the Fund's Property and Liability coverage terms and agreements is included in this renewal proposal. Coverage agreements can also be accessed on the Fund's website. Workers' Compensation and Unemployment Compensation coverage is statutory. **Waco ISD participates in the Fund's comprehensive coverage program which includes Auto, Liability, Property, Privacy & Information Security, Violent Act, and Workers' Compensation coverage. These coverage lines require Concurrent Participation and may not be purchased on a stand-alone basis.**

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

Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If Property coverage is included and you take no action, coverage will automatically renew at the lower weather deductible offered. If you want to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about the renewal proposal or any aspect of your Fund membership, please contact Heide Gaden or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,
Heide Gaden
Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:

Notification of Coverage Changes and Clarifications

Effective September 1, 2022

As a part of the annual coverage review, the TASB Risk Management Fund (Fund) implemented the following coverage changes and clarifications for all renewals taking effect on or after September 1, 2022. This document is a summary of changes and clarifications only; please carefully review the full text of all Fund Coverage Agreements and any applicable Contribution and Coverage Summary (CCS).

- No changes were made to the Automobile Liability & Physical Damage, Privacy & Information Security, or Violent Act coverage agreements.

Property Coverage Agreement

- Under Part B, § 4 **Payment for Damage**, language was added noting that when a Fund Member fails to timely elect a settlement option indicated in § 4, the member will be paid for the actual cash value (ACV) of the Covered Property as described in § 4.2.
- Under Part C, § 7.2 **Code compliance**, a clarification was added that the supplemental coverage applies to building or construction rules.
- Under Part C, § 9 **Excluded Loss**, clarifications were made allowing coverage for ensuing Loss (§§ 9.1, 9.15, 9.17, and 9.18) or further Loss (§ 9.5) when an exclusion otherwise applies.
- Under Part G, § 14 **No Transfer of Interest**, new language clarifies that the Fund Member may not transfer any interest in a Loss, payment for Loss, or claim for Loss to any third party. Additionally, the Fund Member granting an interest in the Loss to a third party suspends the Fund's obligation to make any further payment for the Loss.
- Under Part G, § 24 **Waiver and Estoppel**, a new provision is added to ensure that the parties to the agreement can enforce its contractual provisions. This addition aligns the Property Coverage Agreement with the amended Interlocal Participation Agreement that went into effect for all Fund members on May 1, 2022.

In addition to the changes to the Property Coverage Agreement described above, the Property Coverage Summary in the CCS is updated with a **Weather Perils** Limit and Deductible, which replaces Wind, Hail, and (non-coastal) Hurricane limits and deductibles. This change expands the perils to which the higher deductible applies to include convective storms and freezing temperatures. A definition of **Weather Perils** is added to the CCS.

School Liability Coverage Agreement

- Under Part A, § 3.1 **Covered Person**, a clarification was made regarding when a Fund Member student meets the Covered Person definition.
- Under Part B, § 4.1 **Grant of coverage for reported Claims**, a revision emphasizes that coverage is for reported Claims first made against the Covered Person *during the Participation Period*.

Waco ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2022 through 8/31/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document. ***Coverage under this CCS is contingent upon concurrent participation in the Fund's Auto, Liability, Property and Worker's Compensation programs.***

Coverage	Limit	Deductible	Contribution
Property	See Property Coverage Summary	See Property Coverage Summary	\$758,117
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$1,000	\$28,840
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$24,734
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$80,902
Privacy & Information Security	\$250,000	\$0	\$6,000
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Aggregate Deductible	Statutory	\$680,739	\$103,273
Total Contribution			\$1,001,866

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



Waco ISD

Property Coverage Summary
Participation Period: 9/1/2022 through 8/31/2023
Total Property Contribution: \$758,117

The following is an overview of the limits (blanket replacement) and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
All Perils except Weather Perils	\$400,000,000	\$100,000
Weather Perils	\$400,000,000	\$1,000,000
Flood	\$2,000,000	\$50,000
Earthquake	\$2,000,000	\$50,000
Crime	\$100,000	\$10,000
Equipment Breakdown	\$100,000,000	\$100,000

Additional Deductible for Weather Perils	Deductible	Maximum Deductible
None		

Additional Sublimit Wind, Hurricane, and Hail	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and accompanying roof systems; all other deductibles apply. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	\$2,000,000	Weather Perils Deductible applies



Additional Sublimits and/or Deductibles	Limit Per Occurrence	Deductible

None

Excluded Locations	Address	Site
MAIN MIDDLE SCHOOL BUILDING	1601 J J FLEWELLEN ROAD	G.W. CARVER MIDDLE SCHOOL

Property Conditions

Weather Perils: Weather Perils are defined as Loss to Covered Property directly caused by, resulting from, or arising from wind, hail, convective storm, or freezing temperatures. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss by a Weather Peril. For Locations outside of Tier 1, Tier 2, and Harris counties, the Weather Perils Limit and Deductible will apply to Loss to Covered Property directly caused by, resulting from, or arising from Named/Numbered Windstorm.

Named/Numbered Windstorm: Named/Numbered Windstorm is defined as Loss to Covered Property directly caused by, resulting from, or arising from any hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression that is designated by name or number by the National Weather Bureau or National Hurricane Center, including Loss caused by flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these. The Named/Numbered Windstorm Limit and Deductible shown on this CCS will apply to Loss by a Named/Numbered Windstorm to Locations in Tier 1, Tier 2, and Harris counties.

The term “Tier 1” means the Texas counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy.

The term “Tier 2” means the Texas counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria, and Wharton.

The term “Harris County” means the Texas county of Harris.

Location: A single street address where Covered Property is sited.

Flood Zone Exclusions: As to the Flood endorsement, Fund Member properties are excluded from coverage if they are located in specific Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member Covered Property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other flood programs.

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of property owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members’ property periodically and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Single Ply Membrane: ‘Single Ply Membrane’ is a synthetic roofing material that includes but is not limited to EPDM, TPO, and PVC membranes.



Waco ISD

Automobile Coverage Summary Participation Period: 9/1/2022 through 8/31/2023 Total Automobile Contribution: \$53,574

The following is an overview of the limits and deductibles for risk associated with the ownership, maintenance or use of Covered Automobiles. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$1,000
Automobile Physical Damage - Collision	Actual Cash Value	\$1,000
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$1,000
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$50,000

Excluded Vehicles

VIN	Year	Make	Model/Description	Exclusion

None

Automobile Terms & Conditions

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Members' property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: The Fund extends coverage for all Fund Member Covered Automobiles. Vehicles listed are excluded from Automobile Liability, Comprehensive, or Comprehensive coverage as noted under 'Exclusion'.



Waco ISD

School Liability Coverage Summary Participation Period: 9/1/2022 through 8/31/2023 Total School Liability Contribution: \$80,902

The following is an overview of the limits and deductibles for legal, general, and other liability risks. Additional coverages, limits, exclusions, and terms are included in the Fund’s Coverage Agreement for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$5,000,000 Maximum Annual Aggregate	\$5,000,000	\$10,000
General Liability	\$5,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

School Liability Conditions

Prior Acts: Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Fund Member have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.



Waco ISD

Privacy & Information Security Coverage Summary
Participation Period: 9/1/2022 through 8/31/2023
Total Privacy & Information Security Contribution: \$6,000

The following is an overview of the limits and deductibles for privacy and information security risks. Additional coverages, limits, exclusions, and terms are included in the Fund’s Coverage Agreement for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Privacy & Information Security	\$250,000	\$0

Privacy & Information Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this Coverage have been fully disclosed or reported.

Waco ISD

Workers' Compensation – Aggregate Deductible

Participation Period: 9/1/2022 through 8/31/2023

Total Workers' Compensation – Aggregate Deductible Contribution: \$103,273

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The Contribution and Claims Liability amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$0	0.00310200	\$0
7720 - POLICE OFFICER	\$655,876	0.00386506	\$2,535
8810 - CLERICAL OFFICE EMPLOYEES	\$4,901,925	0.00020339	\$997
8868 - PROFESSIONAL/ADMINISTRATON	\$97,653,592	0.00054921	\$53,632
9101 - ALL OTHERS	\$11,334,132	0.00406815	\$46,109
Total	\$114,545,525		\$103,273

Estimated Contribution	\$103,273
Estimated Claims Liability	\$680,739
Estimated Maximum Program Cost	\$784,012

Workers' Compensation – Aggregate Deductible Conditions

Claims Liability: Fund Member agrees to reimburse the Fund for amounts paid for workers' compensation claims with injury dates within the Participation Period up to the Claims Liability amount (Aggregate Deductible). The Fund will pay claims in excess of the Claim Liability amount.

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the CCS Participation Period, the Fund Member agrees that it will timely report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims. Any fines levied against the Fund for Fund Member's failure to comply with the rules and regulations of the Act will be the sole responsibility of the Fund Member.



Program Coordinators

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

Current Program Coordinators

Program	Name	Title	E-mail
TASB Risk Management Fund-Auto	Tammy Boyett	Supervisor of Benefits & Risk Management	tammy.boyett@wacoisd.org
TASB Risk Management Fund-Liability	Tammy Boyett	Supervisor of Benefits & Risk Management	tammy.boyett@wacoisd.org
TASB Risk Management Fund-Workers' Compensation	Tammy Boyett	Supervisor of Benefits & Risk Management	tammy.boyett@wacoisd.org
TASB RMF-Property	Tammy Boyett	Supervisor of Benefits & Risk Management	tammy.boyett@wacoisd.org

Program Coordinator Updates

Program	Name	Title	E-mail

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



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

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

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Concurrent Participation: All coverages through this CCS are only effective if the Fund Member concurrently participates in or has agreed in writing to participate in all the following Fund programs: Auto, Liability, Property, and Workers’ Compensation. The Fund may terminate all coverages immediately if the Fund Member fails to or ceases to concurrently participate in any of these Fund programs. If termination occurs, the total contribution under this CCS shall be considered fully earned, and the Fund Member agrees that no refund of any contribution shall be due. This paragraph’s termination provisions shall take precedence over any conflicting termination provisions in the Interlocal Participation Agreement or this CCS.

Fund Member Authorization:

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

Authorized Signature

Date

Printed Name

Title



Endorsement

Member:	Waco ISD	Contract No.:	P161914-2022-001
Member ID:	161914	Coverage Period:	9/1/2022 through 8/31/2023
Endorsement No.:	P161914-2022-001-PDBD		
Effective Date	9/1/2022		
Line of Coverage:	Property		

As requested by the Member, the indicated Contribution and Coverage Summary for the above referenced term is amended as follows:

This Endorsement provides additional limits for the difference between the Member's Weather Perils deductible of \$1,000,000 as shown on the CCS and \$500,000 per occurrence for Direct Physical Loss arising from wind or hail.

The maximum limit available under this endorsement is \$500,000.

Additional Contribution: \$167,205

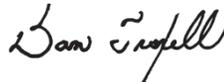
This endorsement amends the CCS for Property Coverage for the Coverage Period shown above.

To accept and bind this Endorsement, this endorsement form must be signed, dated and returned to the TASB Risk Management Fund (tasbrmf@tasbrmf.org) not later than 5 days prior to the Effective Date shown above.

Authorized Signature

Date

Issued: 6/26/2022

Authorized By: 



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Waco ISD**
Contract Number: **P161914-2022-001**
Contract Period: **9/1/2022** through **8/31/2023**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.



Proof of Auto Liability Coverage

THIS GOVERNMENT VEHICLE IS EXEMPT FROM THE MOTOR VEHICLE SAFETY RESPONSIBILITY ACT. Liability coverage in effect meets the minimum limits required by Texas law.

Member: **Waco ISD**
Contract Number: **P161914-2022-001**
Contract Period: **9/1/2022** through **8/31/2023**

If you have an accident, please notify the TASB Risk Management Fund at 800.482.7276.

Coverage is applicable to all vehicles owned by the above-named entity. Coverage remains in effect only if contribution has been paid.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

WHAT TO DO IF YOU HAVE AN ACCIDENT

(Keep this Card in Vehicle at all times)

- Move vehicle to the side of the road if drivable.
- Call 911 immediately. Have driver's license and this card ready to give to police.
- Help the injured by making them comfortable and providing emergency first aid. Call for medical help and provide requested information.
- Report the accident to your supervisor as soon as possible. If you have been injured, notify your supervisor.
- Do not discuss blame or fault. Discuss accident only with the police.
- Collect names, insurance, and other driver's license number. If there are witnesses, collect their names and contact information and give the information to the police and your supervisor.
- Do not sign any documents except as requested by law enforcement.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: S. Smith

RE: Purchases over \$50,000 Under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Service

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Background Information:

In April 2020, the Board approved a change in Board Policy CH (Local) that requires all purchase requests over \$50,000 to be approved by the Board of Trustees prior to being made. These purchases will be made under a pre-existing bid or purchasing cooperative. The following purchase requests have been made as of July 21, 2022:

Pre-Existing Bid:

- Candor Consulting and Diagnostics, LLC-\$186,296-LSSP Evaluation and Report Writing Services – WISD Bid #18-1120 Special Education Consulting Services
- Connected for Kids Therapy (Leslie Percy) \$52,600- Physical Therapy and Evaluations – Waco ISD Bid #18-1120 Special Education Consulting Services
- Amy Tharp Speech Services, PLLC - \$68,000- Bilingual Speech Therapy Services- Waco ISD Bid #18-1120 Special Education Consulting Services
- STAR Autism Support, Inc. - \$118,735.20- Teacher curriculum materials, training and support for students with autism- Waco ISD Bid #18-1120 Special Education Consulting Services
- n2y- \$55,889 – Online curriculum instruction – Waco ISD Bid # 22-1219- Special Education Supplies, Equipment and Services
- Baylor’s Garland School of Social Work-\$88,622-BEAR Project - Waco ISD Bid #21-1182 Educational Consulting, Professional Development, and Other Student-Based Contracted Services

Purchasing Cooperative:

- NEI- \$66,018.24- Furnish and install fiber and data drops for ten (10) double portable classrooms at Tennyson Middle School - TIPS Contract #21050301 Networking Equipment, Software, and Services

Professional Services:

- Intertek/PSI-\$212,146.00- Provide quality assurance through testing and materials scope for Waco High School bond construction (engineering professional services)

Fiscal Implications:

The cost of these goods and services will be charged to the appropriate departmental budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the purchase requests over \$50,000, as presented.

**Waco Independent School District
Board of Trustee Meeting Agenda Item**

Date: July 21, 2022

Contact Person: S. Smith/R. Warren

**RE: Cost Share Agreement between Waco Independent School District
and Communities-in-Schools of the Heart of Texas**

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Background Information:

The Waco ISD and Communities-in-Schools of the Heart of Texas (CIS) are entering into a cooperative effort to provide school-based support services to students and their families in order to increase their level of academic success. CIS is a thoroughly evaluated dropout prevention program with a foundation of integrated student support systems. CIS will provide intensive case-management and family support to at-risk students during the academic year. The CIS model utilizes the full array of the following six (6) component services:

- Supportive Guidance/Counseling
- Health and Human Services
- Academic Support
- Enrichment Activities
- Parent and Family Engagement
- Career and College Readiness

The seven non-Transformation Zone schools receiving these services are Kendrick Elementary, Provident Heights Elementary, Cesar Chavez Middle School, Tennyson Middle School, Brazos High School, University High School, and Waco High School.

CIS agrees to pay \$323,011, which represents 64% of the total cost.

This cost shared agreement will be effective September 1, 2022 through August 31, 2023 which is automatically extended for one calendar year on the first day of every August, unless one or both parties request modification and or cancellation of this Memorandum prior to June 30 of any year. Either party may cancel this MOU if thirty days written notification is provided to the other party.

Fiscal Implications:

Waco ISD will assume a total of \$185,000 which represents 36% of the total cost associated with the implementation of CIS programming on seven (7) campuses. The District will pay CIS in ten equal installments of \$18,500. State Compensatory Education Funds will be used from the appropriate campus and/or department budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the cost share agreement between Waco ISD and Communities in Schools of the Heart of Texas for services, as presented.



**Contract for Communities In Schools of the Heart of Texas Support Services
2022-2023 School Year**

The Texas Education Agency (“TEA”) administers the Communities In Schools (“CIS”) program in accordance with the Texas Education Code §33.152 and provides guidance to local CIS programs for implementation of programs statewide based on a model designed for Texas.

The primary goals of CIS are to help students who demonstrate early warning signs for dropping out of school, to improve in academics, attendance, and/or behavior and, ultimately, to stay in school and graduate.

Parties to Contract

This contract is entered into by and between the **Waco Independent School District**, hereinafter referred to as “District”, and **Communities In Schools of the Heart of Texas**, a 501(c)3 non-profit organization, hereinafter referred to as “CIS”.

The Parties agree to enter into a cooperative effort to provide school-based support services to at-risk students and their families.

In support of this contract, CIS shall:

1. Fully implement and adhere to CIS program requirements on each campus served by CIS, in accordance with the guidance provided by the Texas Education Agency which has established rules and procedures for the operation of the program.
2. Provide overall management and supervision of CIS programs and employees on named District campuses. CIS employees assigned to District campuses are responsible for developing, implementing, and managing the CIS program and activities under the direction of the CIS Executive Director and the CIS Board of Directors. While CIS employees are an additional resource and support to the campus, TEA requirements as well as CIS responsibilities restrict them from accepting additional duties generally fulfilled by District employees (administrative, clerical, substitute teacher, or otherwise). However, CIS staff are willing to show their support by assisting the campus in other ways.

All CIS Site Coordinators will be hired with the concurrence of the Campus Principal. All CIS personnel assigned to campus sites remain employees of CIS and will receive direct supervision from their direct supervisor who is responsible for their performance and demeanor. Input from the Principal of the school campus will be obtained for the Site Coordinator’s annual performance evaluation. Any questions or concerns regarding the performance of any CIS Site Coordinator should be directed as soon as possible to the Supervisor assigned to the Site Coordinator or the Chief Operations Officer.

3. Follow the calendar of the assigned District. All CIS campus employees are classified by the U.S. Department of Labor and the Texas Workforce Commission as non-exempt. No CIS employee may work overtime (more than 40 hours per week) without the prior and expressed authorization from the CIS Executive Director.
4. Develop and provide the principal of the assigned campus with a CIS Campus Plan. The CIS Campus Plan is an annual, formal written agreement developed by CIS and signed by the principal, which contains all the

information, requirements, standards, processes, and forms necessary to develop a plan that reflects the service needs of a campus and its students, as well as all of the services that will be provided to students and their families. The CIS Campus Plan includes an Agreement which addresses the role of CIS in the Campus Improvement Plan, the access to student records that CIS will have, the sharing of student data, CIS responsibilities, school responsibilities, reporting of data, and any other issues critical to the success of the CIS program.

5. Implement the Texas Education Agency's Case Management Model utilizing the full array of the following six (6) component services to meet the diverse needs of CIS students and their families:
 - Supportive Guidance/Counseling
 - Health & Human Services
 - Academic Support
 - Enrichment Activities
 - Parent and Family Engagement
 - Career and College Readiness
6. Provide multidisciplinary case management for students and coordinate the resources of the community to benefit students and families. Per TEA requirements, each full-time CIS Site Coordinator is required to case manage no more than 100 at-risk students.
7. Ensure the integrity of the CIS program service delivery initiatives by providing training and support (managerial, administrative, logistical and technical) to all CIS staff assigned to District campuses.
8. Provide periodic progress reports to the District's CIS Representative as well as an annual report of program outcomes.
9. Safeguard all student data and information according to TEA policy for CIS programs as well as federal and state laws, specifically FERPA, HIPPA, and HB300.

In support of this contract, the District shall:

1. Facilitate and support the implementation and adherence to CIS program requirements on each campus served by CIS.
2. Allow CIS Staff to obtain written parental consent to access student records and render services using the official Texas Education Agency Parent Consent and Release of Information forms.
3. Allow CIS, with written parental consent, access to student information such as school records, test scores, attendance, free/reduced lunch status, at-risk list, public assistance status, and grades through access to all necessary student databases including but not limited to: Eduphoria, TEAMS, TxEIS, etc.
4. Allow CIS, in the absence of written parental consent, but acting at the request and on behalf of the District/Campus, access to student information in order to provide services. This allows the local CIS program to provide crisis type services, at the request of a school official, until a signed Parental Consent- Release of Information (PC-ROI) form is obtained.
5. Identify CIS as a Contract Provider who will be granted access to student data and listed in the District's FERPA notification to parents, i.e.; "Code of Conduct Book", "Student Handbook", etc.
6. Include CIS as a partner in addressing dropout issues and is so written into the District and Campus Improvement Plans (note: TEA requires that CIS be included in the District and Campus Improvement Plans).

7. Provide each CIS Staff with office space, to include: a computer with internet and District software programs access (to facilitate communication and student data retrieval), office furniture, phone, printer/access to a printer, janitorial services, maintenance/repair, and utilities.
8. Assist with distribution and collection of Parent Consent Forms by adding the CISHOT PC-ROI in all Campus Registration Documents – electronic or paper

CIS Support Services will be provided by 7 full-time CIS Site Coordinators at the following campuses:

- Kendrick Elementary School
- Provident Heights Elementary School
- Cesar Chavez Middle School
- Tennyson Middle School
- Brazos High School
- University High School
- Waco High School

CIS also provides the District an additional full-time, and grant funded, case management staff at no additional costs at the following campuses:

- Waco High (1 FTE)

Total cost for the CIS Support Services in Waco ISD for 2022-2023 - \$508,011 of which:

- CIS agrees to pay \$323,011, which represents 64% of the total cost
- Waco ISD agrees to pay \$185,000, which represents 36% of the total cost. The District will pay CIS in ten equal installments (\$185,000 in 10 payments of \$18,500).

Timeline: 8-1-2022 contract signed and due back to CIS
 9-1-2022 CIS will send first invoice to District

The term of this agreement shall be from September 1, 2022 through August 31, 2023, which is automatically extended for one calendar year on the first day of every August, unless one or both parties request modification of, or the cancellation of this Memorandum, prior to June 30 of any year. Either party may cancel this MOU if thirty days written notification is provided to the other party.

Waco Independent School District

Dr. Susan Kincannon _____
 Superintendent Signature Date

Communities In Schools of the Heart of Texas

Aaron Mize _____
 Chief Executive Officer Signature Date

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: S. Davis/C. Rankin

RE: Interlocal Cooperation Agreement and Fiscal Agent Contract between the McLennan County Challenge Academy and Participating Districts for the 2022-2023 School Year

=====

Background Information:

The attached Interlocal Cooperation Contract/Memorandum of Understanding (MOU) establishes the McLennan County Challenge Academy as a provider of Alternative Education Programs for area school districts pursuant to V.T.C.A. Education Code, Chapter 37 and the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791. The initial agreement creating the McLennan County Challenge Academy was executed in December, 1995. Each year, Waco ISD must renew this agreement as a participating district.

Funding of the program, as outlined in the MOU, is structured to fully fund the program while better accommodating placements in the Bill Logue Juvenile Detention Center. Districts will pay an annual participation fee of \$1500, discretionary placements at the Challenge Academy will be charged at \$111 per each day of attendance and placements at the detention center will be charged at \$86 per each day of attendance. District's choosing not to pay the annual participation fee will be charged \$227 per each day of attendance at the Challenge Academy. These rates represent no increase from the prior year.

Effective August 1, 2006, Waco I.S.D. entered into an agreement to serve as fiscal agent of the McLennan County Challenge Academy. This agreement, between Waco ISD and the McLennan County Juvenile Board, must also be renewed annually. The District receives a fiscal agent fee equivalent to its unrestricted indirect cost rate as approved by the Texas Education Agency. For 2022-2023, the approved rate is 10.578% of total expenditures. This unrestricted indirect cost rate covers both administrative costs, such payroll, as well as plant maintenance and operations and security costs. A copy of the fiscal agent contract is also attached.

Fiscal Implications:

All costs associated with these agreements will be paid by participating districts as outlined in the agreement. As fiscal agent, Waco ISD receives a fee equivalent to 10.578% of total expenditures. The cost and revenue to Waco ISD have been included in the 2022-2023 proposed general fund budget.

Administrative Recommendations:

The administration recommends the Board of Trustees approve the 2022-2023 Interlocal Cooperation Contract/Memorandum of Understanding and Fiscal Agent Contract with the McLennan County Challenge Academy, as presented.

2022-2023
INTERLOCAL COOPERATION CONTRACT/MEMORANDUM OF UNDERSTANDING
FOR THE OPERATION
OF THE McLENNAN COUNTY CHALLENGE ACADEMY
TO PROVIDE
ALTERNATIVE EDUCATION PROGRAMS

This Interlocal Cooperation Contract/Memorandum of Understanding is made by and between the McLennan County Juvenile Board, Waco ISD (as fiscal agent and as a participating school district), and each of the independent school districts of McLennan County, Texas who are signatories to this agreement as set forth below, pursuant to V.T.C.A. Education Code, Chapter 37 and the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 upon the following terms and conditions:

- (1) Purpose: The purpose of this Agreement is to govern and operate the McLennan County Challenge Academy (hereinafter “Academy”) and to provide education services including a juvenile justice alternative education program (JJAEP), and an Alternative Education Program (AEP) for students, school districts and the juvenile board in McLennan County, Texas pursuant to V.T.C.A. Education Code Chapter 37.
- (2) Governance: The Academy shall operate independent and apart from the parties to this agreement and shall not be a political subdivision, subsidiary, joint venture, or partnership of McLennan County or the McLennan County Juvenile Board. The governance of the Academy shall be as set forth in Attachment “1” titled Governance Structure for the McLennan County Challenge Academy, and the laws of the state of Texas, including but not limited to the Texas Education Code and regulations of the State Board of Education and/or the Texas Juvenile Justice Department. All terms and conditions in Attachment “1” are incorporated by reference herein and made a part hereof, the same as if copied into this contract verbatim.
- (3) Services, Terms, Rights and Duties: The general services, terms, rights and duties addressed and/or created hereby are as set forth in Attachment “2” hereto, which is incorporated by reference herein. McLennan County and the Juvenile Board shall not, and do not by the execution of this Agreement assume any responsibility to participate financially, legally or otherwise in the education process and the business of the school districts and their students except for those obligations specifically mandated by statute involving certain expelled students or adjudicated delinquents.
- (4) Payment for Services: Payment for services hereunder will be made from current revenues of the paying party. Payment for services shall be made as set forth in Attachment “2”. The parties understand, acknowledge and agree the payments provided for in Attachment “2” are in an amount which will fairly compensate McLennan County Challenge Academy and Waco ISD, as fiscal agent for the services provided hereunder.
- (5) Term: This Agreement shall become effective August 1, 2022 and shall remain in force unless terminated by the mutual agreement of the parties.

- (6) Authorization: This agreement has been authorized by the McLennan County Juvenile Board and by the Board of Trustees of each school district who is a party to the agreement.

**McLENNAN COUNTY
JUVENILE BOARD**

By: _____
(Name) (Title)

Date: _____

**WACO ISD (Fiscal agent and
Participating School District)**

By: _____
(Name) (Title)

Date: _____

AXTELL ISD

By: _____
(Name) (Title)

Date: _____

BOSQUEVILLE ISD

By: _____
(Name) (Title)

Date: _____

BRUCEVILLE-EDDY ISD

By: _____
(Name) (Title)

Date: _____

CHINA SPRING ISD

By: _____
(Name) (Title)

Date: _____

CONNALLY ISD

By: _____
(Name) (Title)

Date: _____

CRAWFORD ISD

By: _____
(Name) (Title)

Date: _____

VALLEY MILLS ISD

By: _____
(Name) (Title)

Date: _____

GHOLSON ISD

By: _____
(Name) (Title)

Date: _____

HALLSBURG ISD

By: _____
(Name) (Title)

Date: _____

LORENA ISD

By: _____
(Name) (Title)

Date: _____

MART ISD

By: _____
(Name) (Title)

Date: _____

McGREGOR ISD

By: _____
(Name) (Title)

Date: _____

MIDWAY ISD

By: _____
(Name) (Title)

Date: _____

MOODY ISD

By: _____
(Name) (Title)

Date: _____

RIESEL ISD

By: _____
(Name) (Title)

Date: _____

ROBINSON ISD

By: _____
(Name) (Title)

Date: _____

LA VEGA ISD

By: _____
(Name) (Title)

Date: _____

WEST ISD

By: _____
(Name) (Title)

Date: _____

METHODIST CHILDREN'S HOME

By: _____
(Name) (Title)

Date: _____

Attachment “1”

GOVERNANCE STRUCTURE

FOR THE

McLENNAN COUNTY CHALLENGE ACADEMY

On or about December 1, 1995, an interlocal agreement defining the responsibilities and duties of the eighteen (18) public schools of McLennan County and the McLennan County Juvenile Board was signed bringing into existence the McLennan County Challenge Academy (MCCA or Academy). This collaboration created and is operating an alternative education program (AEP) and a Juvenile Justice Alternative Education Program (JJAEP).

The Academy’s Governance Board

MCCA will be governed by a Governance Board as set forth below:

A thirteen (13) member Governance Board of the McLennan County Challenge Academy shall be formed and constituted as follows:

Chairperson: The chairperson of the McLennan County Juvenile Board (or an appointed representative thereof) shall serve as a chairperson for the MCCA Governance Board. The chairperson of the MCCA Governance Board shall have a vote. Said vote may be counted as two votes in the event of a tie vote in order to break the tie.

Member-McLennan County Juvenile Probation Department: The Chief Probation Officer of the MCJPD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member Fiscal Agent ISD: The Superintendent of Schools or his/her designee for the district serving as fiscal agent for the MCCA shall serve as a voting member of the MCCA Governance Board. The fiscal agent for 2022-2023 is Waco ISD.

Member-La Vega ISD: The Superintendent of Schools of La Vega ISD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member-Midway ISD: The Superintendent of Schools of Midway ISD or his/her designee shall serve as a voting member of the MCCA Governance Board.

Member Zone I: One Superintendent annually elected from the schools in Zone I shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone I are: Bosqueville ISD, Gholson ISD, West ISD, and Connally ISD.

Member Zone II: One Superintendent elected from the schools in Zone II shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone II are: Robinson ISD, Axtell ISD, Mart ISD, Hallsburg ISD, and Riesel ISD.

Member Zone III: One Superintendent elected from the schools in Zone III shall serve, or shall designate someone to serve, as a voting member of the MCCA Governance Board. The ISDs in Zone III are: China Spring ISD, Crawford ISD, McGregor ISD, Lorena ISD, Bruceville-Eddy ISD, and Moody ISD.

Member At-Large Representing the Minority Community: Two representatives from the Hispanic community of McLennan County shall be named by the Chairman of the Juvenile Board. Each representative will serve a one-year term as a voting member of the MCCA Governance Board.

Member At-Large Representing the Minority Community: Two representatives from the African-American community of McLennan County shall be named by the Chairman of the Juvenile Board. Each representative will serve a one-year term as a voting member of the MCCA Governance Board.

Member At-Large Representing McLennan County: One voting member of the MCCA Governance Board shall be selected annually from the residents of McLennan County. The Chairman of the Juvenile Board shall select this representative. The representative will serve a one-year term as a voting member of the MCCA Governance Board.

The thirteen (13) member Governance Board shall serve as the legally constituted governing body for the McLennan County Challenge Academy. Those members who are annually appointed or elected shall be so elected or appointed by November 1 of each calendar year. The Chairperson of the Governance Board may cast a tie-breaking vote if the ISDs in any Zone otherwise cannot select a superintendent to represent the Zone on the Board. The one-year term for those members shall run from November 1 of the current year to October 31 of the following year.

The Academy's Governance Board shall meet at the call of the Chairperson, the Superintendent of the fiscal agent, or upon the written request of any two members of the Board delivered to the Chairperson. The Board shall conduct business, act and proceed in accordance with the laws of the state of Texas including the Texas Education Code, the Texas Family Code, the policies, rules, regulations, and standards of the Texas Juvenile Justice Department, the regulations of the State Board of Education, and the policies, rules and regulations adopted by the Academy's Governance Board. The Board shall conduct business in accordance with the Roberts Rule of Order unless inconsistent with this Governance Structure, state laws or policies, rules or regulations adopted by the Board.

Seven members of the Board must be present to constitute a quorum. The board shall act or proceed by and through resolutions, motions or orders adopted or passed by the Board and the affirmative votes of a majority of all members of the Board shall be required to adopt or pass a motion, resolution or order.

The duties of the Academy's Governance Board shall include but not be limited to:

- (1) The selection and recommendation for employment of the MCCA Director of Operations. The Director of Operations will become legally employed by the fiscal agent, Waco ISD, and must be formally approved by the Waco ISD Board of Trustees. Employees of the MCCA shall be governed by the policies and procedures of the employing school district.
- (2) The approval of Operating Policies and Procedures for MCCA.

- (3) The approval of an annual operating budget including the establishment of annual per student rate charged to each member school district for students served by the MCCA and reimbursement to the fiscal agent for its expenses in acting as fiscal agent.
- (4) The approval of a McLennan County Student Code of Conduct. As set out in the Texas Education Code, Chapter 37, this overarching Student Code of Conduct shall be approved by the Juvenile Board and shall become the guiding code of conduct for the placement of students in the MCCA.
- (5) The approval of contractual or unbudgeted purchases necessary to the effective operation of the MCCA.
- (6) Other policies or procedures as appropriate to the governance of the MCCA and as necessary to obtain approval of the Texas Juvenile Justice Department.

Attachment “2”

SERVICES, DUTIES, COMPENSATION AND FUNDING, OPERATIONS, RIGHTS, AND RESPONSIBILITIES

1. Funding of Academy.
 - (a) Funding for Juvenile Justice Alternative Education Program (JJAEP): Pursuant to §37.011 of the Education Code, the Juvenile Board is required to provide a JJAEP for students who have been found to have engaged in conduct described in §37.007 and §37.0081 of the Education Code. The Academy will meet this requirement for the Juvenile Board by providing a JJAEP as part of the Academy system. For those students whose expulsion was **discretionary** (§37.007 (b), (c), (f), and §38.0081 of the Education Code), the JJAEP placement shall be funded by the ISD receiving ADA funding and if the student is not enrolled, the residing address determines the school district responsible for funding the student placed in the JJAEP based on a rate established by the Academy's Governance Board. For those students **placed** by the ISD as registered sex offenders (§37.301-§37.311 of the Education Code) the placement shall be funded by the ISDs having students placed in the JJAEP based on a rate established by the Academy's Governance Board. For those students adjudicated for delinquent conduct who are **judicially placed** in the JJAEP, the placement shall be funded by the ISDs having students placed in the JJAEP based on a rate established by the Academy's Governance Board. The established daily rate for the JJAEP for the 2022-2023 school year is \$111.00 per day for each day the student is in attendance. For those students whose expulsion was **mandatory** (§37.007 (a), (d), and (e) of the Education Code), the JJAEP placement shall be funded by the McLennan County Juvenile Board with funds provided contractually through the Texas Juvenile Justice Department. The revenue source for the JJAEP shall be kept separately by the fiscal agent. In addition to any other funding or payment obligations under this Agreement, if any, all school districts who are party to this Agreement shall pay an annual participation fee of \$1,500 dollars to support program operations. If a school district does not pay the annual participation fee of \$1,500 dollars by the annual deadline established by the Academy's Governance Board, then the established daily rate for the JJAEP for the 2022-2023 school year for that school district shall be \$227.00 per day for each day the student is in attendance.
 - (b) Funding for Alternative Education Programs (AEP): Programs for students residing in the Logue Juvenile Detention Center will be provided at the Logue Center in accordance with the existing practice of providing education programs and staff at the detention facility, at the expense of and with the cooperation of the Independent School Districts (hereinafter "ISD"). Each ISD shall allocate and pay to the Academy for the provision and operation of the AEP a daily sum determined pursuant to a rate adopted by the Academy's Governance Board (subject to adjustment by the MCCA Governance Board within said year) during each calendar year of this Agreement. The rate established, and the sum arrived at by application thereof, must be at least equal to the amount required by Chapter 37, Education Code. The established daily rate for the AEP (Logue Detention Center) for the 2022-2023 school is \$86.00 per day for each day the student is in attendance. Each ISD shall be billed monthly for every day of attendance by the ISDs' students enrolled in the Academy. AEP placement shall be funded by the ISD receiving ADA funding. If the student is not enrolled, the residing address determines the school district responsible for funding the student placed in the AEP. In addition, La Vega ISD makes available to MCCA Title One, Part D, Sub Part 2 funds for instructional materials.

- (c) Payments. Monthly payments shall be made to the Waco ISD, as the fiscal agent for the Academy (or any successor Fiscal Agent) not later than the tenth (10th) day of the month following the date of billing. The payment should be sent to the Assistant Superintendent for Business and Support Services at Waco ISD, P.O. Box 27, Waco, Texas, 76703. Deficiency payment after adjustment shall be sent to the same officer and address.
- (d) Failure to Pay -- Remedies. In addition to any other remedy available in law or in equity, the Academy shall have the right to refuse to accept students from an ISD if the ISD responsible fails to timely pay amounts due and owing hereunder and continues to fail and/or refuse to pay such amounts after ten (10) days' notice and opportunity to cure.
- (e) No Authority to Bind. The Academy's Governance Board, the parties to this Agreement, the fiscal agent or any officer, employee or agent of any of them shall have no power or authority to bind any party hereto to any obligation made or incurred by any of them or to any obligation, financial or otherwise, arising from their acts or omissions. Any expenditure or obligation with regard to the Academy, beyond that required to be paid hereunder by the ISDs for AEP and JJAEP services to be provided at the Academy, shall not be a responsibility or obligation of any party hereto unless such expenditures or obligations are approved by that party's governing body.
- (f) Student Enrollment. Students shall be enrolled in the ISD in which their parent or guardian resides. If a student moves into a different ISD located in McLennan County, MCCA staff will notify the PIEMS contact designees for both the current (withdrawing) and future (enrolling) ISDs. The future (enrolling) ISD contact will provide MCCA a list of information required to complete the enrollment process and work cooperatively with MCCA to ensure the enrollment is processed in a timely manner. The current (withdrawing) ISD shall agree to carry the student for 10 school days after the date of notification. After 10 school days, the student shall be enrolled in the future (enrolling) ISD and withdrawn from the current district unless the future (enrolling) district produces sufficient evidence to deny residency.
- (g) Extended School Year. Educational services may continue to be offered beyond the regular 180 school year if requested by a member ISD. The established daily rate for extended services is \$86.00 per day for each day the student is in attendance. If the Texas Juvenile Justice Department chooses to fund an extended school year program for students expelled for mandatory reasons, the ISD will not be charged a daily rate for these students.

2. Services.

- (a) Juvenile Justice Alternative Education Programs and Alternative Educational Programs. The Academy will provide AEP and JJAEP programs in accordance with Chapter 37 of the Education Code and the standards and regulations of the State Board of Education and the Texas Juvenile Justice Department. An operations manual and a code of conduct shall be created and adhered to which must be approved by the Academy's Governance Board. The policies and codes for the JJAEP must also be approved by the Juvenile Board. All such policies and codes of conduct are also subject to prior approval of any state agency, board or commission to which such matters are directed to be submitted for approval by Chapter 37 of the Education Code and/or the regulations promulgated thereunder, or under the terms of the grant for this project, or pursuant to any other applicable federal, state, or local law or regulation.

- (b) Supervision and Monitoring of Students in the JJAEP. Expelled or delinquent juveniles may be placed in the Academy's JJAEP only after approval of such program or programs by a vote of the Juvenile Board. In the event of such approval, the Juvenile Board, by and through the Juvenile Probation Department, will provide probation and/or detention officers to monitor the students in the JJAEP. The extent and nature of said monitoring shall lie in the discretion of the Juvenile Board and/or the Chief Probation Officer of the Juvenile Probation Department and shall be subject to availability of existing staff of the Juvenile Probation Department. The provision of these officers is not a guarantee of the security of teachers, Academy personnel or other students. Likewise, these officers are provided solely for the JJAEP, and are not intended to provide detention or security services in any other program.
- (c) Supervision and Monitoring of Students in the AEP. Students placed in the AEP at the Logue Center will be supervised and monitored by detention officers provided by the Juvenile Probation Department, in accordance with the standards of the Texas Juvenile Justice Department.
- (d) Mandatory and Discretionary Grounds for Expulsion. (Subject to legislative change) If a student commits an offense that falls under §37.007(a), (d), or (e), then the ISD by law must expel the student, and the grounds for expulsion are considered **mandatory**. Mandatory offenses are outlined in the student handbook and Chapter 37 of the Texas Education Code.

If a student is expelled from school for an offense that falls under §37.007(b), (c), or (f), then the grounds for expulsion are considered **discretionary**. Discretionary offenses are outlined in the student handbook.

In an emergency, the principal or the principal's designee may order the immediate expulsion of a student for any reason for which expulsion may be made on a non-emergency basis.

The JJAEP program will enroll and serve only students who have been expelled according to the specific reasons stated in §37.007 and §37.0081 of the Education Code. However, if a participating school district allows additional discretionary expulsions through an approved District of Innovation plan and TJJD and TEA approve those expulsions, those students shall be served as discretionary placements.

- (e) Term of Placement for the JJAEP. Each student's term of placement should be clearly expressed as a number of days in the expulsion letter prepared by the expelling ISD. The term of placement will be a flexible term and may be lengthened or shortened according to the policies and procedures outlined in the Student Code of Conduct. If the student is no longer under juvenile court jurisdiction, the juvenile may continue to be served by the JJAEP if the juvenile is not allowed to return to their home district.
- (f) Expelled Students over the Age of 16. Although a student expelled on or after his/her 17th birthday will not enter the Academy through the juvenile probation department, such a student may be served by the JJAEP. If the student is expelled on a **mandatory** basis, he/she must be ordered into the JJAEP by the adult probation department as a condition of probation. The student will remain in the JJAEP for the term of placement described in (e) above, unless otherwise ordered by the adult probation department. If the student is expelled on a **discretionary** basis, he/she may attend the JJAEP, remaining in the program for the term of placement described in (e) above. However, the Academy reserves the right to return a student

expelled on a discretionary basis to the ISD if the student persistently refuses to abide by the Academy's Student Code of Conduct.

- (g) Special Education Services. Students with disabilities who are placed in the JJAEP or AEP will be afforded education services determined by a duly constituted Admissions Review and Dismissal (ARD) Committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State Laws. Each ISD will continue to serve as the LEA for each of their students. Each ISD shall remain responsible for making available the special education services necessary to implement the student's Individual Education Plan. Both those educational and non-educational services to be provided in accordance with the student's Individual Education Plan and/or Individual Transition Plan which are not statutorily required to be provided by the JJAEP shall be provided by the school district. The expelling ISD shall provide the JJAEP with reasonable notice of the manifestation ARD and a representative of the JJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the program. A JJAEP representative shall be given an opportunity to attend ARD meetings held for all students currently enrolled. If the Director of Operations has concerns that a student's academic or behavioral needs cannot be met in the program, written notice will be sent to the student's home ISD requesting an ARD to reconsider the placement of the student in the program.
- (h) Students on Medical Leave. If a student is diagnosed by a physician as physically unable to attend the Academy due to a medical disability, the Academy shall inform the ISD and shall be responsible for securing documentation from the physician. Provision of homebound educational services or other services required by a medical disability shall be the responsibility of the ISD.
- (i) Truancy or Failure to Attend. Expelled students are expected to attend as required by the compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the student's home ISD shall file a complaint against the parent or guardian in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent or guardian fails to require the child to attend school as required by law.
- (j) Transportation. The Academy will not provide transportation services. Member districts have the option of providing transportation services. Each party will bear the responsibility or liability for its own transportation services, and neither the Academy nor any other party hereto shall have any responsibility or liability therefore.
- (k) Transition Services for JJAEP Students. When a student is within 20 days of completion of, or release from, the program, the student begins the process of transition back to the ISD. Academy services which address the transition process include academic counseling, vocational counseling, and individual counseling (when indicated). Academy staff shall notify the school district one week prior to the student's scheduled return to the campus. Academy staff also facilitates referrals to community agencies and in-school programs when indicated. The Academy will not make decisions regarding the retention or promotion of a student returning to an ISD.
- (l) Maximum Enrollment for the JJAEP. Maximum enrollment for the JJAEP is 60 students. The JJAEP reserves the right to temporarily exceed the maximum enrollment. The JJAEP will guarantee a minimum number of slots for each participating district as set forth in Attachment

“3”. Slots not utilized may be temporarily filled by students from other participating districts. In the event of overcrowding, the JJAEP reserves the right to return any discretionary student to his or her home district prior to the completion of their term of placement.

- (m) Exceptions to Enrollment and Withdrawal of Discretionary Students. Discretionary students will not be enrolled in the JJAEP or withdrawn to return to their home campus during the two weeks prior to the end of the spring semester nor during any week students of their grade level have state testing scheduled. Discretionary students will not be withdrawn to return to their home campus during the two weeks prior to the end of the fall semester.
- (n) Expulsion Packet Requirements. Prior to the enrollment of a student into the JJAEP, the ISD in which the student resides shall provide to MCCA a copy of:
- The order of expulsion including reason for expulsion and term of placement;
 - Parent contact information;
 - Birth certificate;
 - Attendance and disciplinary records;
 - Special programs information and appropriate records showing transfer to MCCA including, but not limited to, 504, Special Education, and ESL;
 - Transfer grades/average for each class;
 - Current transcript for high school students;
 - Graduation plan for high school students;
 - Most recent report card;
 - Social Security card or state issued number;
 - Immunization record;
 - Police offense report if applicable;
 - State assessment scores;
 - Home language survey.
- (o) Placement of Registered Sex Offenders. (Subject to change by legislation) Students may be **placed** by the ISD as registered sex offenders according to §37.301-§37.311 of the Education Code. The placing ISD may substitute the expulsion letter with a letter of placement.
3. Administrative Expenses of Fiscal Agent. The fiscal agent shall be reimbursed at the unrestricted indirect cost rate as approved by the Texas Education Agency for the 2022-23 fiscal year. Indirect costs will include custodial, security and utility expenses. The fiscal agent shall receive no fee or profit for its activities hereunder other than such expense reimbursement and the promise of each of the parties hereto to cooperate in this project.
4. Insurance. Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act. However, the fiscal agent shall, after approval of the Academy's Governance Board, purchase a policy or policies of liability insurance covering the Academy and its Governance Board from liability for acts, omissions or conditions in the operation of the Academy. The policy or policies should cover civil rights and related claims in addition to negligence claims. The parties hereto shall be named as additional insureds. The policy or policies shall be in at least the amount of \$500,000, and shall be written on a "claims-made" basis. The premiums for such policy/policies shall be paid out of the AEP and JJAEP funding to the extent not paid from other funding sources, and to the extent such funding is sufficient to cover the costs of the programs and pay the

premiums. If sufficient funds are not available to pay the premiums, the ISDs shall pay the premiums based on a formula to be determined by the Academy's Governance Board and submitted to, and approved by the governing bodies of the parties hereto. Adequate provision shall be made for property insurance for building(s) in which the Academy conducts its operations unless the building(s) are leased, and the Academy is not required to provide such insurance or accept the risk of loss under the lease terms. Premiums for such insurance shall be funded in the same manner as set out above with regard to liability insurance.

5. Funding of other necessary expenses/obligations. To the extent that other approved expenses or obligations are incurred in, or are necessary for, the operation of the Academy, that exceed general funding and available grant funding, these expenses or obligations shall be paid by the ISDs on a pro rata basis based on the number of days of student participation in the program by each respective ISD as determined by the Governance Board of the Academy.

6. Assets Upon Dissolution. If a party withdraws from the cooperative agreement, it shall waive its right to retake or recover any assets (or the value thereof) it has provided to the Academy, or for its operations, until such time as the Academy ceases to operate, or ceases to use such assets in its operations. Upon complete dissolution of the Academy, contributed assets shall be the property of the entity which made the contribution. All other assets will be divided by value on the basis of the proportionate funding of the Academy (including the provision of matching funds). For example, if one ISD has paid 25% of the funding of the Academy since its inception, it would be entitled to 25% of the non-contributed assets of the Academy operations. The distribution may be in kind, or the assets may be liquidated and sold with the proceeds, after satisfaction of any remaining obligations of the Academy, being distributed on the same basis. The manner of distribution and the plan for proportionate share distribution shall be mediated if the parties cannot reach an agreement thereon. The mediation shall be binding, and shall be conducted by a representative of the Texas Education Agency assigned by the Agency, or an agreed mediator if a TEA representative is not assigned to mediate the matter after a request to the TEA therefor.

Caveat: Assets procured with grant funds shall be the sole property of the Juvenile Probation Department of McLennan County upon dissolution, except to the extent that the grant or applicable law requires otherwise.

7. Grant Funding: A separate contract between the fiscal agent and the Juvenile Board will be entered into with regard to the administration of the grant funding procured by the Juvenile Board from the Criminal Justice Division of the Governor of the State of Texas. All parties agree that the fiscal agent shall provide the grant administration and shall be reimbursed for the costs incurred by it in doing so by the ISDs in the same manner as it is reimbursed for other administrative expenses, unless the grant funding provides for reimbursement of such expenses. The parties also agree that all "matching funds" required under the terms of the grant are to be paid/contributed to the project by the ISDs on agreed proportionate basis from funds generated from student attendance, and that the Juvenile Board shall not be responsible for providing such matching funds. It is further agreed that the grant funds and matching funds shall be used only for the purposes set forth in the grant, and grant application, and shall not be used in any other manner except with the express prior approval of the Juvenile Board, the Governance Board of the Academy, and the Grantor Agency.

Attachment “3”**MIMIMUM NUMBER OF JJAEP SLOTS FOR EACH PARTICIPATING DISTRICT***

Axtell	1
Bruceville Eddy	1
Bosqueville	1
China Spring	3
Connally	4
Crawford	1
Gholson	1
Hallsburg	1
LaVega	4
Lorena	2
Mart	1
McGregor	2
Midway	10
Moody	1
Riesel	1
Robinson	3
Valley Mills	1
Waco	22
West	2

*In order to receive a dedicated minimum number of JJAEP slots, the respective school district must have timely paid the \$1,500 participation fee.

**2022-2023
CONTRACT
FOR WACO INDEPENDENT SCHOOL DISTRICT
TO SERVE AS FISCAL AGENT
OF THE MCLENNAN COUNTY CHALLENGE ACADEMY**

This Contract is made by and between the McLennan County Juvenile Board (“Juvenile Board”) and Waco ISD for Waco ISD (“Fiscal Agent”) to serve as fiscal agent, pursuant to V.T.C.A. Education Code, Chapter 37, of the McLennan County Challenge Academy (“Academy”) upon the following terms and conditions:

1. **Term:** This contract shall take affect and Fiscal Agent shall begin to perform its duties as Fiscal Agent under this contract on September 1, 2022. The term of the Contract shall be for one (1) year, ending on August 31, 2023. In the event Fiscal Agent does not intend to serve as Fiscal Agent for the following year (September 1, 2023 through August 31, 2024) by renewal of this Contract or execution of a new contract with the Juvenile Board, Fiscal Agent shall so notify the Chairman of the Juvenile Board no later than June 1, 2023.
2. **Scope:** Pursuant to Section 37.011(e) Fiscal Agent shall provide personnel and services for the Academy so that the Academy may provide alternative education programs (AEPs), including a juvenile justice alternative education program (JJAEP), for students, school districts, and the juvenile board in McLennan County, Texas pursuant to V.T.C.A. Education Code Chapter 37 consistent with and in accordance with the terms and provisions of the Interlocal Cooperation Contract made by and between the McLennan County Juvenile Board, Waco ISD (as fiscal agent and as a participating school district), and each of the independent school districts of McLennan County, Texas for 2022-23. In accordance with the Interlocal Cooperation Contract, all personnel of the Academy shall be employees of the Fiscal Agent including the Director of Operations of the Academy, whose employment shall be approved by the fiscal agent board of trustees, the McLennan County Juvenile Board, and the McLennan County Challenge Academy Governance Board.
3. **Duties and Obligations:** Both Fiscal Agent and Juvenile Board understand that each of the parties to this Agreement, respectively, have duties and obligations imposed upon them and required of them by applicable laws and regulations related to the Academy (in their respective roles of Fiscal Agent and Juvenile Board). Accordingly, both Fiscal Agent and Juvenile Board represent and agree with each other that they will timely and properly perform any duties and obligations that might be imposed or required of them under such laws or regulations. Neither Fiscal Agent or Juvenile Board by entering in to this Contract is assuming or agreeing to perform any duties or obligations not specifically provided for in this Contract, the Interlocal Cooperation Contract, or applicable laws or regulations.
4. **Payment for Services:** Fiscal Agent shall be paid for its services as provided for in the Interlocal Cooperation Contract on a monthly basis.

5. **Authorization:** This Agreement has been authorized by the McLennan County Juvenile Board and by the Board of Trustees of Waco ISD.

McLennan County Juvenile Board

Waco ISD

By: _____

By: _____

Date: _____

Date: _____

**Waco Independent School District
Board of Trustee Meeting Agenda Item**

Date: July 21, 2022

Contact Person: S. Smith/R. Warren

RE: Memorandum of Understanding between the Heart of Texas Behavioral Health Network – Klaras Center for Families and Waco Independent School District for Waco High School

=====

Background Information:

Waco Independent School District (Waco ISD) desires to enter into a collaborative agreement with Klaras Center for Families-Heart of Texas Behavioral Health Network (KCF or BHN), a Texas Certified Community Behavioral Health Clinic (CCBHC) and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code.

Klaras will provide individual, family, and group therapy, clinical assessments, case management, suicide prevention and education training and support, trauma informed care training and support, anti-bullying and other supportive psychiatric services. These will be provided as needed for the children and youth who attend Waco High School. These services will be provided by one (1) half time position at a master’s level Qualified Mental Health Professional (QMHP) including travel and training expenses and will maintain a caseload of twenty (20) hours per week at Waco High School unless school closure prevents on-site work or work off site when staff needs to attend training, meetings, staffing, or co-ordination, etc. Klaras also agrees to maintain a caseload of an average of 15-20 identified Waco ISD students who are also KCF consumers.

This agreement shall be for a period beginning August 1, 2022 and expiring on July 31, 2023 unless terminated sooner as provided within the contract.

Fiscal Implications:

The funds for this collaboration will be provided through Heart of Texas System of Care Closing the Gaps Initiative and Waco ISD funding not to exceed \$15,000 of Title IV Funds. In addition, through the terms, Waco ISD will provide office space valued at \$37,740 and staff support in the amount of \$7,742.28. Any remaining cost with these programs will be provided by KCF.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the collaborative agreement between Klaras Center for Families-Heart of Texas Behavioral Health Network and Waco ISD for Waco High School, as presented.

2. Term

2.1 The initial term of this Agreement shall begin on August 1, 2022 and continue through July 31, 2023. On this date, the agreement shall automatically renew for three (3) additional one-year annual terms beginning on August 1st, unless terminated earlier in writing by either party.

3. Termination

3.1 This Agreement may be terminated without fault or cause by either Party by giving at least thirty (30) days written notice of the intention to terminate by certified mail, or personal delivery to the other Party.

3.2 Waco ISD may terminate the whole or any part of this Agreement upon at least ten (10) days prior written notice (notice period) to KCF if KCF breaches this Agreement. KCF will have breached this Agreement if KCF fails to:

- (1) provide the services called for in this Agreement;
- (2) achieve the defined goals, outcomes, strategies, and outputs set forth in this Agreement; and/or
- (3) perform any provision(s) of this Agreement in accordance with its terms.

In any of these three (3) circumstances KCF shall have the right to avoid termination by curing such failure within the notice period or within any extension to the notice period as authorized by the ISD in writing.

3.3 If the ISD determines that KCF has breached this Agreement, the ISD may, at ISD's sole discretion, request corrective action from KCF and/or sanction KCF prior to initiating termination of this Agreement. Corrective action and sanctions may include submission and implementation of a written plan of correction, withholding of referral of Clients to KCF, withholding payment, and/or obtaining a refund of payment, under this Agreement until the alleged breach is cured. If KCF indicates an unwillingness to take corrective action, termination of this Agreement may be initiated by the ISD.

4.1 **Waco ISD** agrees to provide the following:

- Office space valued at \$37,740/year and staff support at \$7,742.28 annually;
- Telephone and internet access at the school campus;
- Access to students and teachers as relevant;
- Identification of caseload to be served on-site;
- Identification of supervising faculty member(s) who will work jointly on campus with KCF staff;
- Pay to BHN a (not to exceed) total of \$15,000, to be paid as follows:
12 monthly payments of \$1,250.00 each during the agreement period.

4.2 **Confidentiality.** Parties understand that all client information is confidential in accordance with all applicable state and federal laws, statutes and regulations protecting the confidentiality of such information as applicable. Records completed by KCF staff will be maintained as confidential information with clinical staff determining the amount of treatment

related information appropriate to disclose to ISD staff in need of information obtained. Laws regarding confidentiality will be followed allowing disclosures when a child is a danger to self or others and in cases of abuse.

4.3 **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C § 1232g; 34 C.F.R. Part 99), Waco ISD hereby designates KCF/Heart of Texas BHN as an Authorized Representative or school official with a legitimate educational interest in the educational records of the students of Waco ISD who are being served, to the extent such access to student records is required by KCF to provide services. KCF agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

4.4 **Consent of Medical Care of a Minor.** Parties understand if medical or psychological treatment is provided to a minor under this Agreement, either directly or indirectly, the treatment of a minor shall be provided only if informed consent to treatment is obtained pursuant to Title 25, TAC, Part 7 Chapter 601 regarding informed consent and Texas Family Code Chapter 32, relating to consent to treatment of a child by a non-parent or child. If requirements of federal law relating to consent directly conflict with Texas Family Code Chapter 32, federal law will supersede state law.

5. Responsibility of Klaras Center for Families

- 5.1 KCF agrees to provide the following:
- Funding necessary for one master’s level Qualified Mental Health Professional (QMHP) including travel and training expenses for the staff;
 - Clinical and administrative supervision and control for the coordination and operation of service delivery;
 - Computers/Laptop for documentation purposes within KCF identified software;
 - Services will be provided for 20 hours per week at Waco High School unless school closure prevents on-site work or work off site when staff needs to attend training, meetings, staffing, or community co-ordination, etc.;
 - Necessary supplies and materials as needed;
 - Specialized services by the master’s level clinician (MSW or LPC-I) position as outlined in **Exhibit A**.

6. Payment

6.3 The funds for this collaboration will provided through by Waco ISD. Any remaining costs associated with these programs will be provided by KCF.

6.4 KCF agrees provide the ISD, upon request, with an annual audited financial statement and other records/documents for auditing purposes.

7. Records

7.1 KCF agrees it will allow the ISD to examine and evaluate its program of services provided under terms of this Agreement and to review Client records maintained, under this Agreement, by KCF within the confines of State and Federal law related to confidentiality.

7.2 KCF agrees to maintain and make available for inspection, audit or reproduction by any authorized representative of the Waco ISD, documents, and other evidence (records), pertaining to the costs and expenses of this Agreement, to the extent and in such detail as will properly reflect all net costs, direct and indirect, or labor, material, equipment, supplies, services and other costs and expenses of whatever nature for which payment is claimed under provisions of this Agreement.

7.3 KCF agrees to maintain its records for six (6) years after final payment or until all questions arising from the Agreement are resolved, whichever is later.

8. Compliance with Laws

8.1 The Parties agree that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the provision of any services under this Agreement on the basis of race, color, national origin, religion, sex, age, disability, or veteran status.

8.2 The Parties shall comply with all applicable state and federal statutes, rules, and regulations, including but not limited to the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act, and the Immigration and Reform Control Act of 1986.

8.3 The Parties shall promptly disclose any pending or initiated criminal or governmental investigations and results/findings related to either party.

8.4 The Parties are required to comply with all applicable regulatory agency policies, procedures and administrative rules including compliance with the Texas DPS FACT fingerprinting process. Both Parties are required to maintain current state license, certification, registration, or other necessary regulatory permits.

8.5 The Parties will ensure that staff members and independent contractors maintain appropriate professional credentials and licensure.

9. Confidentiality

9.1 Both Parties have thoroughly familiarized itself with and shall follow all laws and regulations relating to the confidentiality of juvenile records and the confidentiality of medical/treatment information. Both Parties shall maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records and information which discloses information about, or the identity of any person served, in accordance with applicable federal and state statutes, rules, and regulations.

9.2 Both Parties will adopt and implement AIDS/HIV workplace guidelines similar to those adopted by the DSHS, the TDFPS, the TDH, and the TJJD, and AIDS/HIV confidentiality guidelines consistent with state and federal law.

9.3 Additionally, KCF and Waco ISD agree that all Individually Identifiable Health Information (IIHI) and Protected Health Information (PHI), as defined in 42 U.S.C. § 1320(6) and as defined in 45 C.F.R. Parts 160 and 164 (the Privacy Rule), subject to the Health Insurance Portability and Accountability Act (HIPAA) will be safeguarded in accordance with all applicable state and federal rules and regulations and in accordance with HIPAA. To that end, both Parties

agree to use and disclose IIIHI and PHI only as necessary to perform youth services.

10. Certification

10.1 Under Section 231.006, Texas Family Code, both parties certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated, and payment may be withheld if this certificate is inaccurate.

11. General Provisions

11.1 Notice. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

To Waco ISD:

Dr. Susan Kincannon,, Ed.D,
Superintendent
Waco ISD
501 Franklin Ave.
Waco, Texas 76701
(254) 755-9473

To Klaras Center for Families:

Daniel Thompson, Executive Director
Heart of Texas Behavioral Health Network
P.O. Box 890
110 S. 12th Street
Waco, TX 76703-0890
(254) 752-3451

Written notice permitted or required between the Parties to this Agreement is effective upon receipt by the recipient Party.

11.2 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in McLennan County, Texas.

11.3 Independent Contractor. It is understood and agreed between the Parties that an independent contractor relationship is created by this Agreement. Neither KCF nor its employees are to be considered an agent or employee of the ISD. Neither KCF nor its employees are entitled to any of the benefits that the ISD provides for its employees and neither the ISD assume liability to any third party for any actions, inactions or deeds taken by KCF, its board of trustees, agents, or employees in the performance of this Agreement.

11.4 Entirety of Agreement. This Agreement constitutes the entire Agreement existing among or between the Parties. No other oral or written statements not specifically incorporated herein, shall be of any force and effect. The Parties rely solely upon the representations and terms contained in this Agreement and no others.

11.5 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

11.6 Assignment. KCF may not assign, sell, or otherwise transfer this Agreement without the prior written permission of Waco ISD.

11.7 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.8 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

11.9 Waiver. The waiver by either Waco ISD or KCF of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach or violation of this Agreement.

11.10 Benefit. This Agreement is intended to insure only to the benefit of KCF/Heart of Texas BHN and Waco ISD. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

11.11 Public Information Act. Heart of Texas BHN and Waco ISD acknowledge that, pursuant to the Public Information Act, Waco ISD may be required to release information regarding Heart of Texas BHN. Information provided to or maintained by Waco ISD which Heart of Texas BHN considers proprietary must be clearly marked as proprietary. However, such information may still be subject to disclosure, depending on the opinion of the Attorney General of Texas.

11.12 Prohibition on Gratuities. Both Parties understands that the employees of Waco ISD or individuals acting as agents of Waco ISD are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity, or gift for services provided under this Agreement. KCF/Heart of Texas BHN agrees that no employee or agent of Waco ISD has been or will be retained to solicit or secure this Agreement. KCF/Heart of Texas BHN has not paid or agreed to pay and will not pay or agree to pay any employee or agent of Waco ISD any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the making of this Agreement with Waco ISD or as an inducement for entering into any Agreement with Waco ISD. The unauthorized offering or receipt of such payments may result in immediate termination of this Agreement.

11.13 Survives Agreement. Notwithstanding anything to the contrary, all requirements of this Agreement regarding confidentiality and record retention shall survive this Agreement.

11.14 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

11.15 Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated into this Agreement by reference.

This Agreement is executed to be effective as of August 1, 2022.

KCF/ HEART OF TEXAS BEHAVIORAL HEALTH NETWORK:

Ron Kimbell, Division Director
Child & Adolescent Behavioral Health

Date

HEART OF TEXAS BEHAVIORAL HEALTH NETWORK:

Daniel Thompson, Executive Director

Date

WACO INDEPENDENT SCHOOL DISTRICT:

Susan Kincannon, Ed.D, Superintendent
Superintendent

Date

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EXHIBIT A
SERVICES TO BE PERFORMED
BY
KLARAS CENTER FOR FAMILIES

Services Provided by Klaras Center for Family Staff

1. Services will be provided at Waco ISD 20 hours per week, at Waco High School unless school closure prevents on-site work or work off site when staff needs to attend training, meetings, staffing, or community co-ordination, etc..
2. Individual, family, and group evidence-based skills training services.
3. Maintain a caseload of an average of 15-20 identified Waco ISD students who are also KCF consumers.
4. Clinical Assessments every ninety (90) days for each student in services through the Agreement.
5. Coordination with other KCF staff, school staff, students and families for individualized treatment planning every ninety (90) days.
6. Case management including:
 - a. Access to full complement of KCF services (Family Partner, Parent support/education groups, psychiatric services, medication and treatment monitoring and other supportive services as appropriate);
 - b. Linkage/Coordination to community resources;
 - c. Liaison with other Community agencies such as Bill Logue Juvenile Justice System, Primary Care Physicians, Specialists, Psychologists, etc.;
 - d. Providing, arranging and coordinating transportation when appropriate;
 - e. Assist families in accessing other social services and benefits such as Medicaid, CHIPS, Social Security, etc.;
 - f. Coordination and dissemination of clinical information to and from KCF staff to Waco ISD staff in order to achieve optimal planning for educational success (BIP's, ARD's, IED's etc.);
 - g. Development and monitoring of an individualized treatment plan to be re-evaluated every ninety (90) days.
 - h. Provide information and referral to mental health services as well as screening and crisis intervention to Waco ISD students, consumers, and non-consumers alike as appropriate.
 - i. Assist in managing crises on campus as needed.

Training Provided to Waco ISD staff:

1. Suicide Prevention and education training and support
2. Anti-bullying and other supportive psychoeducation as needed
3. Trauma Informed Care training and support

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EXHIBIT B

**FEES TO BE PAID TO HEART OF TEXAS BHN
BY
Waco ISD**

Rate, Amount and Frequency of Payment

Contract Rate \$1,250.00 per month **
Contract shall not exceed* \$15,000.00 ending 7/31/23

**Payment will be due monthly, upon receipt of invoice from Heart of Texas BHN.

Monthly Payments will be sent to:

Heart of Texas Behavioral Health Network
Klaras Center for Families
P.O. Box 890
Waco, TX 76703-0890

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Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: S. Davis/L. Saxenian

RE: Memorandum of Understanding between the Waco Independent School District and Partner Independent School Districts and Set the Tuition and Building Fee Rates for the Greater Waco Advanced Manufacturing and Health Care Academies for the 2022-2023 School Year

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Background Information:

The Memorandum of Understanding establishes the agreement between the Waco Independent School District and partner school districts regarding participation in the Greater Waco Advanced Manufacturing Academy (GWAMA) and the Greater Waco Advanced Health Care Academy (GWAHCA) for the 2022-2023 school year.

The administration is recommending no increase in either the tuition rate of \$3,200 or the building use fee of \$600 per student.

Based on a projected enrollment of 652 students for the 2022-2023 school year, the combined rate of \$3,800 is not anticipated to cover the direct program costs of either program with GWAMA's per student cost estimated at \$4,094 per student and GWAHCA's per student cost of \$4,502 per student. School districts partnering in GWAMA include Bruceville-Eddy, Chilton, La Vega, Midway, Troy, and the Methodist Children's Home. Districts partnering in GWAHCA include Bruceville-Eddy, Chilton, Groesbeck, Midway, Troy, and the Methodist Children's Home.

It is projected, that the District's total operating transfer to cover the fund's deficit will be \$133,416 for 2022-2023.

Student tuition will be prorated in the event a student moves out of the Partner ISD's attendance zone. Tuition for student's removed for disciplinary reasons or withdrawn for personal reasons will not be prorated. The \$600 building use fee will not be prorated in any event. Tuition payments are due in two installments, on October 31, 2022 and January 31, 2023.

A copy of the Memorandum of Understanding is attached for your review.

Fiscal Implications:

Tuition and building use revenue are credited to a special revenue fund set up as a cost center to account for revenues and expenditures related to the Advanced Academies.

Administrative Recommendations:

The administration recommends the Board of Trustees approve the Memorandum of Understanding between the Waco Independent School District and partner independent school districts and set the tuition rate and building fee for the Greater Waco Advanced Manufacturing and Health Care Academies for the 2022-2023 school year, as presented.



**Waco Independent School District
Memorandum of Understanding
Greater Waco Advanced Academies**

Waco Independent School District (“WISD”) and the Partner Independent School Districts (individually “Partner ISD”), enter the following Memorandum of Understanding for the 2022-2023 school year regarding the Greater Waco Advanced Manufacturing Academy (“GWAMA”) and Greater Waco Advanced Healthcare Academy (“GWAHCA”) (individually “*Academy*” and collectively “*Academies*”)

Now therefore, the parties to the Memorandum of Understanding mutually agree to the following:

I. Purpose:

Whereas WISD operates *GWAMA* and *GWAHCA* as two magnet schools with the purpose of the *Academies* being to:

- a. provide all students with the opportunity to meet challenging academic content and student academic achievement standards;
- b. support the development and design of innovative education methods and practices that promote diversity and increase choices in public education programs;
- c. support capacity development (the ability of a school to help all its students meet more challenging standards) through professional development and other activities that will enable the continued operation of the *Academies* at a high performance level after funding ends;
- d. Support the implementation of courses of instruction in the *Academies* that strengthen students’ knowledge of academic subjects and their grasp of tangible and marketable vocational skills.

II. Student Eligibility Requirement:

- a. In order to apply to enroll in either of the *Academies* a student must have Sophomore, Junior or Senior standing at a Partner ISD;
- b. A student must have the written approval of his/her Partner ISD in order to apply to enroll in either of the *Academies*; and
- c. A student must have completed the application to enroll in either of the *Academies*.



III. Academic Calendar for the *Academies*

- a. The *Academies* will follow the WISD academic calendar for the 2022-2023 school year. This will apply to grades, attendance, holidays, etc.
- b. If a Partner ISD academic calendar differs from the WISD academic calendar, it is the responsibility of the Partner ISD to submit a copy of their academic calendar to WISD prior to the start of the 2022-2023 school year.

IV. Grades

- a. The *Academies* will submit each student's grades to the student's home campus at each student's sending Partner ISD, respectively, based on the WISD academic calendar.
- b. The *Academies* will provide access for grades at all times to each Partner ISD for all students enrolled from the Partner ISD.
- c. If the grading cycle of a Partner ISD is different from the WISD grading cycle then the Partner ISD may give an incomplete until the WISD grading cycle is completed.
- d. Each Partner ISD will provide written notification to the *Academies* prior to the start of the 2022-2023 school year on how the Partner ISD prefers the grades for any of its students enrolled in either of the *Academies* to be reported. If a Partner ISD is on a different grading cycle, it is likely that that Partner ISD's students' grades will be different than when the grade is determined using the Partner ISD's calendar due to lack of six-weeks test, etc.

V. Attendance

- a. All students enrolled in either of the *Academies* from a Partner ISD are expected to attend the *Academy* of enrollment for the entire school year. Students will not be permitted to withdraw from an *Academy* without Partner ISD and *Academy* written approval.
- b. In the event a student enrolled in either of the *Academies* becomes pregnant during the school year, WISD may require a medical release/authorization approving that student's continued attendance/participation in the *Academy*.
- c. In the event a student enrolled in either of the *Academies* is unable to continue attending the *Academy* due to medical/health reasons (including, but not limited to pregnancy) the sending Partner ISD will be responsible for providing any homebound and/or pregnancy related services to that student.



- d. The *Academies* will submit student attendance to each student's home campus weekly.
- e. Students are expected to attend the *Academies* according to the WISD academic calendar.
 - i. For instance, if a Partner ISD is not in school, but WISD is, then Partner ISD's students are expected to be present at the *Academy* in which the student is enrolled.
 - ii. If WISD has a scheduled student holiday, but a Partner ISD does not, students from that Partner ISD will not attend either of the *Academies* on the WISD scheduled student holiday.
 - iii. If a student from a Partner ISD has a school related event causing the student to be absent from one of the *Academies*, the Partner ISD will notify the *Academy* (in which the absent student is enrolled) as soon as confirmation of the event and the student's participation has occurred.

VI. Tuition and Billing

- a. WISD will bill the Partner ISD for the cost of tuition – (\$3,200 per student for the 2022-2023 school year), and a building use fee of \$600 per student for the 2022-2023 school year. Totaling \$3800.
 - i. Student tuition will be prorated in the event a student moves out of the Partner ISD's attendance zone.
 - ii. If a student is removed for disciplinary reasons, the student's tuition will not be prorated based on the number of days enrolled.
 - iii. If a student wishes to withdraw for personal reasons, tuition will not be prorated.
 - 1. WISD reserves the right to make exceptions on the proration rules set forth above regarding disciplinary and personal withdrawals as determined by Campus Director of each of the *Academies*.
 - iv. The \$600 building fee will not be prorated in any event.
 - v. Invoices will be calculated for each student enrolled from each partner ISD. After the 10th class day of the 2022-2023 academic school year, the full fee of \$3,800 (\$3,200 + \$600) will be charged and billed to the student's ISD.



- vi. An Invoice will be mailed out to each Partner ISD for each student enrolled (from the Partner ISD) at either *Academy* during the 2022-2023 school year. Invoices will be mailed after completion of the first six week grading cycle of WISD. Payment will be due in two installments with $\frac{1}{2}$ of the tuition and all of the building fee due by September 30, 2022 and the remaining $\frac{1}{2}$ of the tuition due by December 16, 2022.

VII. Other Fees

- a. Any and all fees for Dual Credit, certification, background checks, fingerprinting, drug screening, required immunizations, or health tests required will be paid by the student or the sending Partner ISD, as determined by Partner ISD administration.

VIII. Course Offerings

- a. The *Academies* will provide a course list to Partner ISDs prior to the start of the 2022-2023 school year.

IX. Discipline

- a. It is the expectation that students will maintain the highest level of discipline and safety at the *Academies*. It is the expectation that each Partner ISD will support the *Academies* in maintaining discipline. Discipline enforcement will be the responsibility of the sending Partner ISD for its students enrolled in either of the *Academies*. The *Academies* will use a discipline model that, to the extent feasible, simulates practices for employees in current professional workplaces. Representatives from the *Academies* will provide a detailed report for each student to the student's home campus of the Partner ISD for that campus to use in making a decision on a discipline incident. Partnering districts are expected to enforce their normal disciplinary rules to students of the *Academies*.
- b. The *Academies* reserve the right to remove a student at any time for disciplinary reasons.

X. Special Education/504

- a. It is ultimately the responsibility of the Partner ISD to ensure that a student's IEP is implemented as written, as well as to conduct all student ARD and 504 meetings.



- b. Prior to the start of the school year, each Partner ISD will provide written notification to each of the *Academies* of all Special Education and 504 students from that Partner ISD.
- c. Each Partner ISD agrees to send all IEPs for its students enrolled in either of the *Academies* to the appropriate *Academy* prior to August 16, 2022.
- d. The *Academies* will implement the IEP as written with one exception; it is the responsibility of the sending Partner ISD to provide additional staff support if designated in a student's IEP.
- e. Each sending Partner ISD agrees to invite an *Academy* representative (from the *Academy* in which a particular student is enrolled) to attend and offer feedback for all student ARD and 504 meetings.

XI. Partner ISD's Responsibilities

Each Partner ISD understands and agrees that it is making a commitment to work collaboratively to achieve project goals, and to:

- a. Support and utilize the *Academies*;
- b. Aid in recruiting a target number of students based upon a predetermined percentage, and using a lottery system that supports desegregation of minority student groups;
- c. Support the Magnet Schools Assistance Program grant and project philosophy to reduce minority group isolation, build institutional capacity to increase Industrial Science I Career and Technology course credits, increase parental involvement, improve academic achievement, and increase Postsecondary success for students in the greater Waco area;
- d. Provide transportation for accepted students to and from the *Academies* and to and from the sending Partner ISD;
- e. Ensure students enrolled at the *Academies* are provided the opportunity to have breakfast and lunch at a student's home campus within the sending Partner ISD;
- f. Share student data with WISD and/or External Evaluator including, but not limited to, test data on students for the purposes of completing evaluations of the Magnet Schools Assistance Program grant;
- g. Agree to work with the *Academies* to accept course credits earned by students.



Partner School:

XII. Multiple Counterparts and Facsimile

This Memorandum of Understanding may be executed in separate or multiple counterparts by the parties, each of which shall be deemed to be an original. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties, and all such copies shall be considered as one and the same Memorandum of Understanding. In addition, any true and correct photocopy or facsimile copy of this Memorandum of Understanding together with any signatures on such documents transmitted by any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including any proceedings relating to this Contract. Upon request by any party, any counterpart, photocopy or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without affecting the effective date or actual execution dates.

WACO ISD

By _____ Date _____

Dr. Susan Kincannon, WISD Superintendent

PARTNER ISD

By _____ Date _____

Superintendent,

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Sheryl Davis

RE: Monthly Financial Reports for the Period Ended June 30, 2022

=====

Background Information:

Attached are the compiled June monthly financial reports for the following:

- General Fund
- Food Service Fund
- Debt Service Fund
- Internal Services Fund

These interim financial statements have been prepared utilizing data generated from the automated financial system and do not include any information related to other special revenue funds, capital projects funds, or trust and agency funds. Balances included in the report are unaudited and may change as a result of final year end closing entries and audit activities.

Fiscal Implications:

None.

Administrative Recommendations:

The Administration recommends that the Board of Trustees accept the monthly and quarterly financial reports for the period ended June 30, 2022, as presented.



**Waco Independent School
District
Business & Support Services**

Sheryl Davis
Chief Finance Officer

P.O. Box 27, Waco, Texas 76703
Phone: 254-755-9440

July 17, 2022

Board of Trustees
Waco Independent School District
Waco, Texas

The accompanying balance sheets, statements of revenues, expenditures and changes in fund balance, and encumbrances and expenditures by fund, function and object for the month ending June 30, 2022 have been compiled for the General Fund, Food Service Fund, Debt Service Fund, and Internal Services Fund. Final cash reconciliation procedures and financial audit activities may result in additional adjustments to the June financial statements. These preliminary financial reports are prepared utilizing the following assumptions:

- Revenue: Recorded on a cash basis with adjustments to accrual basis to be made at August 31, 2022.
- Expenditure: Totals on the "Statement of Revenues, Expenditures and Changes in Fund Balance" include expenditures occurring during the interim period reported. Balances will be adjusted to accrual basis at August 31, 2022. Outstanding encumbrances are included on the "Encumbrances and Expenditures by Fund, Function and Object" schedule, only.
- Beginning Fund Balance: Represents August 31, 2021 audited ending fund balance.

I have not performed an audit or review of these financial statements. Please do not hesitate to call if you have any questions or need further assistance.

Sheryl Davis
Chief Finance Officer

Comparison of Fiscal Year 2021-2022 Revenues and Expenditures to Previous Fiscal Year as of June 30, 2022

Variations in revenues and expenditures as compared to the previous year are primarily due to the cyclical nature of budgetary receipts and expenditures. The larger variances are explained in this summary.

General Fund

Revenues:

5710 Local Property Taxes – Collections as of the end of June have increased \$1,925,966 over last year. Collections as a percent of budget were 98.5% compared to 102.3% last year. Collections, as a percent of budget, as of May 31, 2020 was 96.9%. Last year's percentage was an anomaly due to the issues in certifying the 2020 property values. That said, it is projected that the correction in the computation of pass-through payments into the Tax Increment Fund will decrease current year levy collections maintained by the District by approximately \$1.2 million.

5730 Tuition and Fees – Current year revenue reflects an increase of \$106,842 over last year.

5740 Other Local Revenue – Revenues have increased \$3,011,546 from last year. The increase is due to a number of factors. Tax collections for properties in the Tax Increment Reinvestment Zone have increased \$945,517. This increase is offset by an increase in expenditures in function 97 for the pass-through payments to the Tax Increment Fund. As discussed above, a correction has been made to the calculation of pass-through payments into the Tax Increment Fund. Additionally, Tax Increment Reinvestment Zone #2 was closed at the end of 2021. The District received a payment of \$1.7 million of its share of the remaining funds. \$1.4 million was credited to the general fund with the remaining \$0.3 million going to the debt service fund. Current year revenues also reflect payments received for the general fund's expenditures in relation to the fire at G. W. Carver Middle School of \$1.1 million as well as insurance recoveries for the 2021 winter storm of \$330,703 and 2020 hail damage of \$141,218. Losses in revenues from investment earnings, facilities rentals, and miscellaneous local revenues make up the difference.

5750 Extracurricular Activities – With the return to a normal events schedule, revenues from extracurricular activities have increased \$174,941 or 37.1% over last year.

5810 Per Capita and Foundation School Program Revenue – Booked revenue has increased \$5.6 million over last year. Last year's lower revenue reflected near final settlement payments to the Texas Education Agency. No settlement payment was due for the 2020-2021 fiscal period. Enrollment as of the Fall PEIMS submission is down 631 students from that projected in estimating Foundation School Program (FSP) revenue for 2021-2022 as we were expecting a rebound from the 2020-2021 school year. Attendance rates have also been significantly lower. The State will once more provide some funding relief through a hold-harmless adjustment. Attendance rates for the first four six weeks will be adjusted to the average attendance rates for the same period in school year 2019-2020. Projections, based on average daily attendance for the first five six weeks with the hold harmless adjustment, would indicate a loss in Foundation School Program revenue of approximately \$7.5 million for the year. However, the District received notice that its waiver request for low attendance days was approved. I will be recalculating State revenues based on the final PEIMS resubmission to include the impact of the waiver. The loss in revenue will be partially

offset by a recalculation of FSP revenue for the 2019-2020 fiscal year. The District appealed its 2019 property values and the audit resulted in an additional payment of \$1.5 million. The payment was received on April 5, 2022.

5900 Federal Sources Revenue – Revenue has increased \$344,670 over last year. This is primarily from an increase in indirect cost recoveries related to expenditures from the federal stimulus funds.

Functional Expenditures:

Expenditures in the functional categories appear to be consistent with last year's spending pattern with the exceptions shown below.

11 Instruction – The decrease of \$3.7 million is primarily due to the difference in the instructional calendar between 2021-2022 and 2020-2021. Because of the late start in the fall of 2020, teachers worked fewer days the preceding August and worked nine days in June of 2021. This past year, teachers started earlier in August and ended their work calendar on May 27, 2022. As a result, ten less salary days were accrued at June 30, 2022 as compared to June 30, 2021. The savings from these days is approximately \$4.3 million, offset by salary increases in the current year.

12 Instructional Resources and Media – Expenditures have increased \$50,591 over last year. The increase is due to the replacement of library furniture for Alta Vista Elementary which sustained water damage during the winter storm. The purchase, costing \$93,066, was covered through insurance proceeds.

21 Instructional Leadership – Expenditures have decreased \$420,457 from last year. The decrease is in payroll costs and is a result of the restructuring of instructional administration this past summer.

31 Guidance, Counseling, and Evaluation Services – The increase of \$294,950 results from the addition of evaluative staff in special education offset by the change in the instructional calendar.

33 Health Services – Expenditures have decreased \$170,781 from last year. Last year's expenditures included a significant outlay for supplies to protect employees during the pandemic.

34 Student Transportation – The decrease in expenditures of \$764,826 is almost exclusively due to \$725,604 in bus purchases being record in the prior year. While the District approved an increase in contractual services, rising from the pay increase for bus drivers, aides and other personnel, the lack of drivers has eliminated routes and the ability to provide buses for field trips. No bus purchases have been budgeted for the 2021-2022 fiscal year.

36 Extracurricular Activities – The increase of \$956,799 results from the addition of a number of new positions, including a coordinator for middle school athletics and strengthening coaches, as well as purchases of supplies and equipment to enhance the middle school program. Due to supply chain issues, many of the purchase orders issued last summer were not received until the beginning of this fiscal year.

41 General Administration – The increase of \$437,180 is primarily due to the addition of the Deputy Superintendent position as well as a restructuring of the Human Resources Department.

53 Data Processing Services -- Expenditures have increased \$632,410 over last year. The increase is primarily due to the upgrades to the student and business systems as well as additional software platforms to support instruction.

81 Facilities Acquisition and Construction – The \$3.5 million in expenditures are related to major construction projects for the replacement of the Paul Tyson Field and the replacement of the walk-in cooler/freezer units for the District’s child nutrition program.

95 Juvenile Justice Program – While not back to 2019-2020 levels, participation in the Challenge Academy has begun to normalize. The June statements show an increase of \$317,421 over last year. Recent projections, discussed with the Challenge Academy Board, indicate that the program will end the year in a positive position and an additional assessment will not be required for the current school year nor is a rate increase indicated for the 2022-2023 school year.

97 Payments to Tax Increment Fund – Pass-through payments of tax collections for properties located in the Tax Increment Reinvestment Zones have increased \$812,687. As discussed previously, a change was made in the calculation of the captured values of these properties and the methodology in collecting payments resulting in significant increases in the revenue and payments into the Tax Increment Funds.

Food Service Fund

Revenues:

5750 Extracurricular Activities – Revenues generated through adult meals and catering have increased \$211,029 over last year.

5900 Federal Sources Revenue – Federal reimbursements for meals have increased \$3.8 million. This change reflects the return of students to in-person instruction. However, revenue increases are partially offset by accompanying increases in expenditures.

You will also begin to see a pattern change in both federal revenues and food service expenditures. Because of changes in federal regulations and higher reimbursement rates, it was beneficial for the District to participate in the Seamless Summer Option (SSO) for summer feeding rather than the Summer Food Service Program (SFSP), the program that we normally participated in for summer feeding. Accounting for the SFSP program was through fund 242 so revenues and expenditures were not reported in the fiscal financial report for the 240 fund. The SSO program is accounted for in the 240 fund with other food service programs including the National School Breakfast and Lunch Programs (NSLP) as well as the Fresh Fruits and Vegetables Program (FFVP) and the Child and Adult Care Food Program (CACFP). As a result of this change, the estimated revenues (shown in the amended budget column) for federal sources revenue has increased by \$500,235 with an offsetting increase in budgeted expenditures. We will continue to participate in the SSO for the 2022-2023 school year.

Functional Expenditures:

Expenditures in the functional categories appear to be consistent with last year’s spending pattern with the exceptions shown below.

35 Food Services – Expenditures have increased \$3.8 million over last year. The increase is due to the purchase of food, non-food supplies, and equipment as we continue to have a large number of vacancies in the workforce. The District has budgeted approximately \$3.4 million for equipment replacement projects in an effort to reduce the excess fund balance and has received \$780,528 through the end of June. However, we have recently received notifications from vendors of delays in deliveries of some large equipment items, including the walk-in cooler/freezer units that were expected to be installed by the end of the fiscal year. The administration is in contact with the Texas Department of Agriculture regarding the delays and has received approval to extend the deadline to reduce our excess fund balance to June 30, 2023. Additionally, expenditures have begun to reflect costs for the SSO program.

Debt Service Fund

Revenues:

5710 Local Property Taxes – Property tax collections at the end of June have increased \$376,114 in comparison to last year. The change in the calculation of pass-through payments into the Tax Increment Fund is expected to shift revenues from collections for the current year’s levy to other local revenue. Most of the loss should be covered by the distribution of funds from the closure of the Tax Increment Reinvestment Zone #2.

5740 Other Local Revenue – Revenues have increased \$517,578 over last year. This is attributable to collections for properties located in Tax Increment Reinvestment Zone. As mentioned for the general fund, approximately \$0.3 million of the refund of remaining assets from the closure of the Tax Increment Reinvestment Zone #2 was credited to the debt service fund. These increases are partially offset by losses in investment income.

Functional Expenditures:

Expenditures in the functional categories appear to be consistent with last year’s spending pattern with the exceptions shown below.

71 Debt Service – Expenditures decreased \$447,318 from last year. The debt payment schedule reflected a \$1.1 million decrease in debt payments between the two years. However, in setting the 2021 tax rate, the Board approved a rate that would allow the District to defease \$1.5 million of the 2016 Series Refunding Bonds.

97 Payments to Tax Increment Fund – As discussed, payments have increased \$194,817.

Proprietary Fund – Governmental Activities – Internal Service Fund

The District utilizes an Internal Services Fund to account for its fully-insured group health insurance plan as well as its partially self-insured workers’ compensation and unemployment coverages. Internal service funds are utilized to account for the financing of goods or services provided by one organizational unit of the school district to other organizational units. It essentially facilitates the allocation of costs to all funding sources.

Operating revenues and operating expenses have been included in a detail designed to provide relevant information. Revenues from District contributions (assessments to other funds) are

distinguished from revenues from employee contributions to health insurance. Expenses detail claims payments, medical and prescription drugs, administrative fees, and stop-loss or excess insurance costs.

As of June 30, 2022, expenditures exceed revenues by \$485,010. This is an improvement of \$42,956 over last month. The loss is primarily attributable to increases in medical and prescription drug claims. The increase in administrative fees is primarily due to a timing difference in the billing of fees related to the workers' compensation program. The following chart reflects net operations for the various programs accounted for in the fund:

Program	Revenues	Expenditures	Net
Group Health Insurance	\$ 11,758,868	\$ 12,272,959	\$ (514,091)
Unemployment Compensation	194,430	79,185	115,244
Workers' Compensation	281,986	303,327	(21,341)
Wellness Programs*	0	64,822	(64,822)
Total	\$ 12,235,284	\$ 12,720,293	\$ (485,010)

*Under the terms of the agreement with Blue Cross-Blue Shield, the District receives an annual claims credit of \$150,000 to use for wellness programs.

Unemployment shows an expenditure of \$79,185 for the year. At this point, the District has fully utilized the Federal CARES Act credit remaining from 2020-2021. Claims for the quarter ended December 31, 2021 were only \$18,752 and claims for the quarter ended March 31, 2022 were \$12,710. These amounts are comparable to pre-COVID levels. We have not yet received the billing for the quarter ended June 30, 2022.

While workers' compensation claims expenditures have increased \$72,006 over last year. April and May claims alone increased \$26,728, primarily due to an injury sustained in breaking up a fight. Additionally, the billing of the administrative cost changed this year and is now due at the beginning of the year instead of quarterly. In spite of this change administrative costs were lowered and the June statement reflects a decrease of \$323 from last year.

Reserves for estimated incurred-but-not-reported (IBNR) claims for the fully self-funded health insurance plan totaled \$596,227 for medical claims, an increase of \$44,891 over last year, and \$54,091 for prescription drugs, a decrease of \$7,662, at August 31, 2021. Additionally, reserves for the estimated allocated loss adjustment expense (ALAE) for the partially self-funded workers' compensation plan totaled \$167,712, a decrease of \$22,119. Overall, this is an increase of only \$15,110 in estimates over the prior year. The audited beginning net position at September 1, 2021 is \$3,564,375.

Waco Independent School District
BALANCE SHEET
GENERAL FUND
As of June 30, 2022

ASSETS

Cash and Temporary Investments	\$	73,042,129
Property Taxes Receivable, Net of Allowance of \$1,998,835		1,453,863
Due from Other Governments		2,378,515
Accrued Interest		63,883
Due from Other Funds		4,880,316
Other Receivables		30,282
Inventories		378,585
Deferred Expenditures		2,477
Total Assets	\$	<u>82,230,050</u>

LIABILITIES

Accounts Payable	\$	1,261,371
Other Current Liabilities		488,718
Payroll Withholdings and Contributions Payable		1,316,333
Accrued Wages Payable		9,395,453
Due to Other Funds		6,314,393
Due to Other Governments		90,597
Total Liabilities	\$	<u>18,866,865</u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	\$	<u>1,453,863</u>
Total Deferred Inflows of Resources	\$	<u>1,453,863</u>

FUND BALANCES

Nonspendable Fund Balance	\$	378,585
Restricted Fund Balance		1,001,953
Committed Fund Balance		5,970,384
Unassigned Fund Balance		54,558,400
Total Fund Balances	\$	<u>61,909,322</u>
Total Liabilities and Fund Balances	\$	<u>82,230,050</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended June 30, 2022

	GENERAL FUND						Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
	Adopted Budget	Amended Budget	(Memo) Monthly		(Memo) Year-to-Date				
			Current 6/30/2022	Prior Year 6/30/2021	Current 6/30/2022	Prior Year 6/30/2021			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 69,502,581	68,108,609	453,441	425,041	67,101,150	65,175,184	(1,007,459)	98.52%	102.30%
5720 Services to Other Districts	90,176	90,176	2,670	4,808	65,593	73,266	(24,583)	72.74%	84.02%
5730 Tuition & Fees	85,000	85,000	567	1,518	188,756	81,914	103,756	222.07%	84.45%
5740 Other Local Revenue	5,367,596	10,486,958	94,632	41,247	9,777,349	6,765,803	(709,609)	93.23%	74.76%
5750 Extracurricular Activities	221,000	221,000	2,638	3,873	391,284	216,343	170,284	177.05%	139.94%
5760 Intermediate Source (C.E.D.)	-	-	-	-	1,000,004	-	1,000,004	0.00%	0.00%
Total Local Sources	\$ 75,266,353	78,991,743	553,948	476,487	78,524,136	72,312,510	(467,607)	99.41%	98.92%
STATE SOURCES									
5810 Per Capita & FSP Act	\$ 78,313,994	78,829,316	10,820,725	7,685,556	61,413,149	55,801,667	(17,416,167)	77.91%	70.65%
5820 Other State Program (TEA)	-	-	-	-	500	53,319	500	0.00%	0.00%
5830 Other State Program	7,260,615	7,260,615	547,010	553,028	5,560,219	5,530,192	(1,700,396)	76.58%	79.46%
Total State Sources	\$ 85,574,609	86,089,931	11,367,735	8,238,584	66,973,868	61,385,178	(19,116,063)	77.80%	71.42%
FEDERAL SOURCES									
5900 Federal Sources Revenue	3,908,900	3,908,900	140,779	132,132	3,489,481	3,144,811	(419,419)	89.27%	107.92%
Total Revenues	\$ 164,749,862	168,990,574	12,062,462	8,847,203	148,987,485	136,842,499	(20,003,089)	88.16%	84.49%
EXPENDITURES									
11 Instruction	\$ 89,278,274	90,676,699	1,557,705	4,384,227	72,863,225	76,540,277	17,813,474	80.35%	84.74%
12 Instructional Resources & Media	963,609	1,058,506	16,578	51,747	837,158	786,567	221,348	79.09%	64.46%
13 Curriculum & Staff Development	4,526,701	4,605,155	267,901	306,670	3,185,762	3,367,360	1,419,393	69.18%	65.18%
21 Instructional Leadership	3,619,018	3,812,585	316,440	387,524	2,966,694	3,387,151	845,891	77.81%	77.68%
23 School Leadership	10,130,698	10,270,925	664,984	765,242	8,354,154	8,371,884	1,916,771	81.34%	85.72%
31 Guidance, Counseling & Evaluation	5,451,254	5,237,278	203,568	314,856	4,574,694	4,279,744	662,584	87.35%	85.29%
32 Social Work Services	897,678	951,889	32,600	59,576	634,601	708,700	317,288	66.67%	75.30%
33 Health Services	1,562,518	1,562,007	30,803	78,447	1,223,382	1,394,163	338,625	78.32%	80.81%
34 Student Transportation	3,789,590	4,487,668	20,536	7,824	2,375,434	3,140,260	2,112,234	52.93%	65.13%
35 Food Services	-	38,290	-	-	38,290	-	-	0.00%	0.00%
36 Extracurricular Activities	5,408,768	5,747,616	213,906	307,472	4,627,530	3,670,731	1,120,086	80.51%	75.96%
41 General Administration	6,838,759	7,049,974	504,660	474,928	5,100,818	4,663,638	1,949,156	72.35%	75.20%
51 Plant Maintenance & Operations	17,091,637	21,198,328	1,260,709	1,497,877	13,742,986	13,611,765	7,455,342	64.83%	61.84%
52 Security & Monitoring Services	2,652,597	2,883,443	160,609	155,864	2,107,156	2,106,480	776,287	73.08%	75.22%
53 Data Processing Services	3,876,226	3,888,229	214,507	171,090	3,142,635	2,510,225	745,594	80.82%	84.04%
61 Community Services	528,187	655,991	37,084	53,837	427,740	516,833	228,251	65.21%	71.91%
81 Facilities Acquisition & Construction	40,183	6,373,856	879,674	623,044	5,268,249	1,752,222	1,105,607	0.00%	0.00%
93 Shared Services Arrangements	345,000	345,000	-	-	-	-	345,000	0.00%	0.00%
95 Juvenile Justice Program	700,000	700,000	-	17,855	546,401	228,980	153,599	78.06%	29.74%
97 Payments to Tax Increment Fund	6,533,499	8,133,499	27,395	22,078	7,882,664	7,069,977	250,835	96.92%	80.29%
99 Other Intergovernmental Charges	820,288	820,288	194,376	-	721,825	704,473	98,463	88.00%	84.43%
Total Expenditures	\$ 165,054,484	180,497,226	6,604,035	9,680,158	140,621,398	138,811,430	39,875,828	77.91%	75.03%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (304,622)	(11,506,652)	5,458,427	(832,955)	8,366,087	(1,968,931)	19,872,739		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	21,870	-	88,451	-		
8900 Other Uses	(689,443)	(689,443)	-	(696)	-	(6,428)	(689,443)		
Total Other Financing Source (Uses)	\$ (689,443)	(689,443)	-	21,174	-	82,023	(689,443)		
Total Changes in Fund Balances	\$ (994,065)	(12,196,095)	5,458,427	(811,781)	8,366,087	(1,886,908)	20,562,182		
Fund Balances, Beginning	41,078,214	53,543,236			53,543,235	52,680,447	(1)		
Fund Balances, Ending	\$ 40,084,149	41,347,141			61,909,322	50,793,539	20,562,181		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
GENERAL FUND
For the Period Ended June 30, 2022

		Payroll Costs	Purchased & Contracted Services	Supplies & Materials	Other Operating Costs	Capital Outlay	Total Year-to-Date 6/30/2022	(Memo) Total Year-to-Date 6/30/2021
		6100	6200	6300	6400	6600	6000	6000
11	Instruction	\$ 67,953,885	2,299,508	3,202,865	508,921	30,246	73,995,425	77,980,453
12	Instructional Resources & Media	683,845	35,654	128,957	3,713	5,390	857,559	918,927
13	Curriculum & Staff Development	2,750,022	286,384	124,004	261,547	-	3,421,957	3,515,201
21	Instructional Leadership	2,710,852	94,018	110,532	130,734	-	3,046,136	3,567,833
23	School Leadership	8,102,208	55,418	169,294	111,800	-	8,438,720	8,437,708
31	Guidance, Counseling & Evaluation	4,366,051	174,257	44,258	16,261	-	4,600,827	4,296,361
32	Social Work Services	626,023	2,479	3,230	8,197	-	639,929	716,259
33	Health Services	1,166,195	4,796	57,507	2,771	-	1,231,269	1,410,999
34	Student Transportation	-	2,665,145	313,719	(28,052)	-	2,950,812	3,494,242
35	Food Services	-	-	-	-	38,290	38,290	-
36	Co/Extracurricular Activities	2,763,654	532,441	953,380	669,938	177,489	5,096,902	4,044,258
41	General Administration	3,703,130	929,495	199,945	392,704	5,996	5,231,270	4,897,288
51	Plant Maintenance & Operations	6,642,337	8,015,140	1,408,534	784,009	217,942	17,067,962	16,901,631
52	Security & Monitoring Services	1,541,925	372,768	233,218	12,020	242,615	2,402,546	2,468,535
53	Data Processing Services	1,375,351	450,198	1,451,071	20,259	31,554	3,328,433	2,582,519
61	Community Services	222,568	203,418	28,175	13,893	-	468,054	601,218
81	Facilities Acquisition & Construction	-	-	-	-	6,261,863	6,261,863	9,511,821
93	Shared Services Arrangements	-	-	-	-	-	-	-
95	Juvenile Justice Program	-	-	-	546,401	-	546,401	762,950
97	Payments to Tax Increment Fund	-	-	-	7,882,664	-	7,882,664	7,069,977
99	Other Intergovernmental Charges	-	721,825	-	-	-	721,825	704,473
Total Expenditures & Encumbered Funds		\$ 104,608,046	16,842,944	8,428,689	11,337,780	7,011,385	148,228,844	153,882,653

Waco Independent School District
BALANCE SHEET
CHILD NUTRITION FUND
As of June 30, 2022

ASSETS

Cash and Temporary Investments	\$ 4,480,223
Due from Other Governments	413,308
Accrued Interest	1,440
Due from Other Funds	<u>2,113,822</u>
Total Assets	<u><u>\$ 7,008,793</u></u>

LIABILITIES

Accounts Payable	\$ (10,581)
Accrued Wages Payable	<u>225,478</u>
Total Liabilities	<u><u>\$ 214,897</u></u>

FUND BALANCES

Restricted Fund Balance	<u>\$ 6,793,896</u>
Total Fund Balances	<u>\$ 6,793,896</u>
Total Liabilities and Fund Balances	<u><u>\$ 7,008,793</u></u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended June 30, 2022

CHILD NUTRITION FUND

	Adopted Budget	Amended Budget	(Memo) Monthly		(Memo) Year-to-Date		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Current	Prior Year	Current	Prior Year			
			6/30/2022	6/30/2021	6/30/2022	6/30/2021			
REVENUES									
LOCAL SOURCES									
5740 Other Local Revenue	\$ 25,000	25,000	355	269	3,596	32,296	(21,404)	14.38%	133.50%
5750 Extracurricular Activities	402,900	402,900	26,397	12,860	388,713	177,684	(14,187)	96.48%	70.45%
Total Local Sources	\$ 427,900	427,900	26,752	13,129	392,309	209,980	(35,591)	91.68%	75.97%
STATE SOURCES									
5820 Other State Program (TEA)	\$ -	-	-	-	-	50,317	-	0.00%	96.76%
Total State Sources	\$ -	-	-	-	-	50,317	-	0.00%	96.76%
FEDERAL SOURCES									
5900 Federal Sources Revenue	\$ 9,141,280	9,641,515	244,765	279,493	10,137,102	6,307,661	495,587	105.14%	90.23%
Total Revenues	\$ 9,569,180	10,069,415	271,517	292,622	10,529,411	6,567,958	459,996	104.57%	89.74%
EXPENDITURES									
35 Food Services	\$ 10,968,269	13,819,886	276,452	446,113	8,434,006	6,382,471	5,385,880	61.03%	67.68%
Total Expenditures	\$ 10,968,269	13,819,886	276,452	446,113	8,434,006	6,382,471	5,385,880	61.03%	67.68%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (1,399,089)	(3,750,471)	(4,935)	(153,491)	2,095,405	185,487	5,845,876		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	565,252	-		
8900 Other Uses	-	-	-	-	-	-	-		
Total Other Financing Sources (Uses)	\$ -	-	-	-	-	565,252	-		
Total Changes in Fund Balances	\$ (1,399,089)	(3,750,471)	(4,935)	(153,491)	2,095,405	750,739	5,845,876		
Fund Balances, Beginning	2,758,147	4,689,546			4,698,491	3,092,933	8,945		
Fund Balances, Ending	\$ 1,359,058	939,075			6,793,896	3,843,672	5,854,821		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
CHILD NUTRITION FUND
For the Period Ended June 30, 2022

							<i>(Memo)</i>
	Payroll Costs	Purchased & Contracted Services	Supplies & Materials	Other Operating Costs	Capital Outlay	Total Year-to-Date 6/30/2022	Total Year-to-Date 6/30/2021
	6100	6200	6300	6400	6600	6000	6000
35 Food Services	\$ 2,673,311	3,825,181	2,462,580	4,362	2,904,013	11,869,447	7,149,014
Total Expenditures & Encumbered Funds	<u>\$ 2,673,311</u>	<u>3,825,181</u>	<u>2,462,580</u>	<u>4,362</u>	<u>2,904,013</u>	<u>11,869,447</u>	<u>7,149,014</u>

Waco Independent School District
BALANCE SHEET
DEBT SERVICE FUND
As of June 30, 2022

ASSETS

Cash and Temporary Investments	\$ 16,242,439
Property Taxes Receivable, Net of Allowance of \$447,960	<u>315,295</u>
Total Assets	<u><u>\$ 16,557,734</u></u>

LIABILITIES

Due to Other Funds	\$ 3,950
Due to Other Governments	<u>32,369</u>
Total Liabilities	<u><u>\$ 36,319</u></u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	<u>\$ 315,295</u>
Total Deferred Inflows of Resources	<u><u>\$ 315,295</u></u>

FUND BALANCES

Restricted Fund Balance	<u>\$ 16,206,120</u>
Total Fund Balances	<u><u>\$ 16,206,120</u></u>
Total Liabilities and Fund Balances	<u><u>\$ 16,557,734</u></u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended June 30, 2022

DEBT SERVICE FUND

	Adopted Budget	Amended Budget	(Memo) Monthly		(Memo) Year-to-Date		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Current	Prior Year	Current	Prior Year			
			6/30/2022	6/30/2021	6/30/2022	6/30/2021			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 14,884,859	14,584,356	96,923	91,891	14,426,074	14,049,960	(158,282)	98.91%	100.91%
5740 Other Local Revenue	1,064,586	1,765,089	17,942	5,541	1,690,374	1,172,796	(74,715)	95.77%	77.93%
Total Local Sources	\$ 15,949,445	16,349,445	114,865	97,432	16,116,448	15,222,756	(232,997)	98.57%	98.67%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 307,292	307,292	-	-	286,169	285,550	(21,123)	0.00%	0.00%
Total State Sources	\$ 307,292	307,292	-	-	286,169	285,550	(21,123)	0.00%	0.00%
Total Revenues	\$ 16,256,737	16,656,737	114,865	97,432	16,402,617	15,508,306	(254,120)	98.47%	100.52%
EXPENDITURES									
71 Debt Service	\$ 16,206,517	16,206,517	750	-	3,705,458	4,152,776	12,501,059	22.86%	28.24%
97 Payments to Tax Increment Fund	1,070,729	1,470,729	4,772	4,759	1,357,274	1,162,457	113,455	92.29%	78.92%
Total Expenditures	\$ 17,277,246	17,677,246	5,522	4,759	5,062,732	5,315,233	12,614,514	28.64%	32.86%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (1,020,509)	(1,020,509)	109,343	92,673	11,339,885	10,193,073	12,360,394		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	124,160,122	-		
8900 Other Uses	-	-	-	-	-	(123,123,290)	-		
Total Other Financing Source (Uses)	\$ -	-	-	-	-	1,036,832	-		
Total Changes in Fund Balances	\$ (1,020,509)	(1,020,509)	109,343	92,673	11,339,885	11,229,905	12,360,394		
Fund Balances, Beginning	4,816,349	4,866,235			4,866,235	3,990,782	-		
Fund Balances, Ending	\$ 3,795,840	3,845,726			16,206,120	15,220,687	12,360,394		

Waco Independent School District
Statement of Net Position
Proprietary Fund
As of June 30, 2022

	Governmental Activities ----- Internal Service Fund
Assets	
Current assets:	
Due from other funds	\$ 3,992,598
Other receivables	813
Prepaid items-health insurance	-
Total Assets	\$ 3,993,411
Liabilities	
Current liabilities:	
Accounts payable	\$ 96,015
Other current liabilities	818,031
Health claims payable	0
Total current liabilities	\$ 914,046
Total liabilities	\$ 914,046
Net position	
Unrestricted net position	\$ 3,079,365
Total net position	\$ 3,993,411

Waco Independent School District
Statement of Revenues, Expenses, and Changes in Net Position
Budget and Actual
For the Period Ended June 30, 2022

Proprietary Fund
Governmental Activities - Internal Service Fund

	Budget	(Memo)		(Memo)		Difference Budget to Current Year-to-Date	CY YTD As % of Budget	PY YTD As % of Budget
		Monthly		Year-to-Date				
		Current 6/30/2022	Prior Year 6/30/2021	Current 6/30/2022	Prior Year 6/30/2021			
Operating revenues:								
Employee contributions:								
Group health	\$ 3,034,000	\$ 293,423	\$ 468,447	\$ 2,802,537	\$ 3,134,656	\$ (231,463)	92.37%	87.56%
Assessments to other funds:								
Group health	9,800,000	797,792	760,817	7,998,140	7,768,192	(1,801,860)	81.61%	84.41%
Unemployment	155,000	19,360	4,554	194,430	45,465	39,430	125.44%	84.19%
Workers compensation	230,000	20,247	10,001	202,915	190,434	(27,085)	88.22%	41.49%
Prescription drug rebates	860,000	5,610	-	958,191	-	98,191	111.42%	0.00%
Insurance recovery	-	-	-	79,071	-	79,071	0.00%	0.00%
Total operating revenues	<u>\$ 14,079,000</u>	<u>1,136,432</u>	<u>1,243,819</u>	<u>12,235,284</u>	<u>11,138,747</u>	<u>(1,843,716)</u>	<u>86.90%</u>	<u>83.78%</u>
Operating expenses:								
Administrative fees	\$ 1,539,900	96,384	105,729	1,035,420	1,249,074	504,480	67.24%	97.45%
Claims expense:								
Medical claims	7,153,600	615,005	645,731	7,201,366	5,467,861	(47,766)	100.67%	80.62%
Prescription drug claims	3,926,200	293,050	242,153	2,877,209	2,867,500	1,048,991	73.28%	89.19%
Unemployment	185,000	-	-	79,185	70,668	105,815	42.80%	80.12%
Workers compensation	265,000	11,698	345	194,122	122,116	70,878	73.25%	40.81%
Stop-loss insurance	1,625,000	-	134,672	1,268,170	1,308,142	356,830	78.04%	80.26%
Wellness Program	54,000	-	-	64,822	2,704	(10,822)	120.04%	0.00%
Total operating expenses	<u>\$ 14,748,700</u>	<u>1,016,137</u>	<u>1,128,630</u>	<u>12,720,294</u>	<u>11,088,065</u>	<u>2,028,406</u>	<u>86.25%</u>	<u>83.39%</u>
Change in net position	\$ (669,700)	<u>120,295</u>	<u>115,189</u>	(485,010)	50,682	184,690		
Net position:								
Net position, beginning	\$ 3,564,375			3,564,375	3,935,906	-		
Net position, ending	<u>\$ 2,894,675</u>			<u>\$ 3,079,365</u>	<u>\$ 3,986,588</u>	<u>\$ 184,690</u>		

Waco Independent School District
Statement of Cash Flows
For the Period Ended June 30, 2022

Proprietary Fund

	Governmental Activities Internal Service Fund
Cash flows from operating activities:	
Cash received from employee contributions	\$ 293,423
Cash received from assessments to other funds	717,104
Cash received from prescription drug rebates	5,610
Cash received from insurance recoveries	-
Cash payments for claims	(919,753)
Cash payments for stop loss premiums	-
Cash payments for professional and contracted services	(96,384)
Cash payments for wellness program	-
Net cash provided by operating activities	\$ -
Net increase in cash and cash equivalents	\$ -
Cash and cash equivalents at beginning of year	-
Cash and cash equivalents at end of year	\$ -
Reconciliation of operating income to net cash provided by operating activities:	
Operating gain	\$ -
Effects of increases and decreases in current assets and liabilities:	
Decrease in receivables	77,432
Decrease in prepaid items	-
Decrease in accounts payable	(77,432)
Increase in current liabilities	-
Decrease in claims liability	-
Net cash provided by operating activities	\$ -

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Suzanne Hamilton

RE: Second Reading and Adoption of Board Policy FFAC(LOCAL)

=====

Background Information

Waco ISD’s health services director has requested that the Board revise Board Policy FFAC(LOCAL) to authorize trained personnel to administer unassigned epinephrine auto-injectors, unassigned asthma medications and unassigned opioid antagonists to students in the event of an emergency. The availability of these medications could be lifesaving if a student is experiencing anaphylaxis or asthma symptoms and does not have access to medication prescribed to them as well as in the event of an opioid overdose.

The health services director has identified a doctor to prescribe the unassigned medications if their use is authorized by Board policy. If the proposed policy change is approved, notice will be provided to parents and guardians in the 2022-2023 Waco ISD Student Handbook.

Proposed revisions to Board Policy FFAC(LOCAL) were presented to the Board for first reading as part of the consent agenda on June 23, 2022. Since then, the proposed revisions have been further revised to add the authorization for trained personnel to administer unassigned opioid antagonists.

Fiscal Implications

Funding to purchase unassigned medications and to provide training on their use is available in the health services budget for the current fiscal year.

Administrative Recommendation(s):

The Administration recommends adoption of the revisions to Board Policy FFAC(LOCAL), as presented.

PROPOSED REVISIONS

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as provided by this policy, the District shall not purchase medication to administer to a student.

Athletic Program

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

Epinephrine

The District authorizes school personnel who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.

On Campus

Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, the campus shall be considered open for this purpose during regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine auto-injectors at each campus.

Notice to Parents

In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Asthma Medication

In accordance with law, the District shall acquire or purchase unassigned asthma medication to administer to students with diagnosed asthma.

Each school nurse shall be authorized and assigned to administer unassigned prescription asthma medication to a student experiencing asthma symptoms but only on a school campus and only if the student's parent has provided written authorization that the student has been diagnosed as having asthma and that the school nurse may administer the medication.

The Superintendent shall develop administrative regulations and designate an administrator at each campus to coordinate and manage implementation of this policy in accordance with the regulations.

The regulations shall address:

- A process for parents to submit the required written authorization;
- The required notifications to parents and health-care providers when medication is administered;
- Acquisition or purchase of at least the minimum required amount of medication for each campus and any processes to determine whether additional doses are needed;
- A list of authorized school nurses and their training requirements;

- Locations and security of medication storage;
- Procedures for administration, maintenance, expiration monitoring, disposal, and timely replacement of medication; and
- Required records retention.

In accordance with law, the District shall provide notice to parents regarding the unassigned prescription asthma medication program, including notice of any change to or discontinuation of this program.

Administration of Opioid Antagonist Medication

The District shall purchase and store opioid antagonist medication, such as Naloxone, to assist a person who may be experiencing an opioid-related drug overdose. Only a registered nurse or other designated and trained District employee shall be authorized to administer this medication and may do so only in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

The Superintendent shall develop administrative procedures addressing acquisition, maintenance, expiration, disposal, and availability of opioid antagonist medication in the District, as well as employee training and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

Waco Independent School District
Board of Trustees Meeting Agenda

Date: July 21, 2022

Contact Person: Dr. Daniel Lopez

RE: Hiring of an Employee Related to a Current Administrator

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Background Information:

Policy DC (Local) states, “An applicant for employment, who is related to a district administrator within the second degree by blood or marriage, as defined in this policy, shall disclose the nature of the relationship during the application process. The District shall employ such an applicant only with board approval.”

Jonathan Haynie has been hired on June 29, 2022, as a social studies teacher at Waco High School and will be under the supervision of Principal Sterlin McGruder. Jonathan Haynie is the son of Gloria Barrera who currently serves as the Chief of Facilities and Operations.

Fiscal Implications:

Salary is included in fiscal year budget.

Administrative Recommendation(s):

Approve the employment of Jonathan Haynie.

Waco Independent School District Board of

Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Susan Kincannon

RE: Required Annual Review of College, Career and Military Readiness (CCMR) Board-Adopted Goals

=====

Background Information

Under House Bill 3 (HB 3), boards must adopt goals in College, Career, and Military Readiness (CCMR). Goals should be specific and quantifiable, covering a five-year period. Guidance from the Texas Education Agency (TEA) requires that the goals be reviewed annually at a public meeting and an annual report be posted on district and campus websites.

Annual goals are presented in two areas: (1) aggregate student growth on CCMR readiness indicators measured by Domain I for Student Achievement; and (2) annual targets for students in each group evaluated under Domain 3 for Closing the Gaps.

In alignment with the Texas Higher Education Coordinating Board's 60x30TX goal that at least 60% of Texans ages 25-34 will have a certificate or a degree by 2030, the School Finance Commission recommended establishing a goal of 60% for all high school seniors graduating without the need for remediation and achieving: (1) an industry-accepted certificate aligned with a living wage job; or (2) enrolling in post-secondary education; or (3) enrolling in the military. With a desire to exceed this goal, the Administration recommended at the February 27, 2020, Regular meeting an aggregate goal of 65% in Domain 1 and 65% by 2024 for Closing the Gaps, Domain 3.

At the March 25, 2021, Regular meeting, it was reported that Waco ISD exceeded the 2020 board-adopted goal for Domain 1 in the "All Student" category, with 67% of Waco ISD's Class of 2019 graduates meeting College, Career, or Military Readiness criteria in Domain 1 compared to 58% for the Class of 2018. The district also exceeded 2020 board-adopted goals for Domain 3, showing improvement for all groups evaluated.

In 2021, the Texas Education Agency made two significant changes to the CCMR accountability criteria. CTE coherent sequence of courses and military enlistment data was excluded from CCMR calculations. This resulted in a loss

of credit for students who previously met the criteria in these areas. **A review of the 2021 Texas Academic Performance Report (TAPR) shows that 46% of students in Waco ISD met the CCMR goal for Domain I in the “All Student” category.**

Due to the impact of the pandemic and changes in the way that the CCMR indicator is calculated, board goals have been adapted and extended through 2025. It's important to note that TEA will be changing the accountability system for 2023. Therefore, it's likely that CCMR targets will need to be changed to match the new system.

Fiscal Implications:

House Bill 3 provides a CCMR bonus to districts based on performance data reported on the TAPR. For 2020, Waco ISD received \$189,000.

Administrative Recommendations):

Approve College, Career, and Military Readiness goals as presented.

CCMR Board Outcome Goal

The percentage of graduates that meet the criteria for CCMR will increase from 46% to 65% by August 2026.

Yearly Target Goals

Yearly Target Goals				
2022 Class of 2021	2023 Class of 2022	2024 Class of 2023	2025 Class of 2024	2026 Class of 2025
60%	50%	55%	60%	65%

CCMR Results

46%				
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Closing the Gaps Student Groups Yearly Targets

Closing the Gaps Student Groups Yearly Targets													
	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2022	30%	46%	56%	NA	NA	NA	55%	43%	41%	N/A	32%	45%	43%
Current TEA Targets 2023	50%	60%	65%	NA	NA	NA	60%	50%	55%	55%	60%	60%	45%
	TBD	TBD	TBD				TBD	TBD	TBD		TBD	TBD	TBD

**Waco Independent School District
Board of Trustees Meeting Agenda**

Date: July 21, 2022

Contact Person: Dr. Susan Kincannon

RE: Required Annual Review of Early Childhood Literacy and Mathematics Board-Adopted

=====

Background Information

Under House Bill 3 (HB 3), boards are required to adopt goals in early childhood literacy and math. Guidance from the Texas Education Agency (TEA) requires that the goals be reviewed annually at a public meeting and an annual report be posted on the district and campus websites. Goals should be specific and quantifiable, covering a five-year period.

Annual goals are required in the following two areas: (1) aggregate student growth on 3rd grade math and reading assessments; and (2) closing the gaps in each group evaluated under Domain III where there are 25 or more students in a group.

Waco ISD literacy and mathematics goals were originally adopted at the February 27, 2020, Regular meeting, just days before the pandemic began. In 2019-2020, state assessments were waived due to COVID-19. Disruptions to learning then caused a significant decline in achievement when testing resumed in 2021. Only 11% of third grade students achieved “Meets” on STAAR for both reading and math. In 2022, third grade reading increased to 27% for reading and 19% for math. Students who tested in 2022 were first graders during the first year of the pandemic. Students testing in 2021 were in second grade when schools closed in the spring of 2020 and then returned in the fall of the 2020-2021 to a hybrid model of in-person and asynchronous instruction. For these reasons, the Administration recommends the attached adjusted goals, which have also been extended from 2024 to 2025.

Fiscal Implications

House Bill 3 provides funding to support early childhood.

Administrative Recommendations):

Approve the early childhood literacy and mathematics goals as presented.

Early Childhood Literacy Board Outcome Goal

The percent of 3rd grade students that score meets grade level or above on STAAR Reading will increase from 11% to 50% by June 2025.

Yearly Target Goals

2021	2022	2023	2024	2025
41%	48%	37%	43%	50%

3rd Grade STAAR Results

20%	27%			
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Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020 - goal	30%	35%	43%	NA	70%	NA	48%	30%	30%	35%	35%	30%	30%
2021 - actual	17%	19%	40%	NA	60%	NA	17%	16%	17%	14%	15%	21%	16%
2022 - actual	14%	30%	49%	NA	N/A	NA	15%	4%	23%	N/A	27%	27%	22%
2023 - goal	27%	29%	50%	NA	70%	NA	27%	26%	27%	24%	25%	31%	26%
2024 - goal	33%	35%	56%	NA	76%	NA	33%	32%	33%	30%	31%	37%	32%

Early Childhood Math Board Outcome Goal

The percent of 3rd grade students that score meets grade level or above on STAAR Math will increase from 26% to 62% by June 2024.

Yearly Target Goals

2021	2022	2023	2024	2025
40%	47%	23%	36%	50%

3rd Grade STAAR Results

11%	19%			
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Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020 -goal	30%	33%	45%	NA	55%	NA	30%	30%	30%	30%	33%	33%	33%
2021 actual	7%	11%	16%	NA	40%	NA	22%	16%	9%	9%	13%	12%	6%
2022 - actual	8%	33%	40%	NA	NA	NA	12%	4%	15%	NA	22%	20%	14%
2023 - goal	12%	37%	44%	NA	NA	NA	16%	8%	19%	NA	26%	24%	18%
2024 - goal	25%	50%	57%	NA	NA	NA	29%	21%	32%	NA	39%	37%	31%

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Susan Kincannon

RE: Resolution to Cast Votes for Member of the McLennan County Appraisal District Board of Directors

=====

Background Information

The Board of Trustees cast 835 of its 901 votes in favor of electing Andrew Drexel to the Board of Directors of the McLennan County Appraisal District for the 2022-2023 term. On May 23, 2022, the Superintendent was notified that Mr. Drexel was moving out of state.

On June 23, 2022, the Board approved a resolution to recall Mr. Drexel. A resolution nominating Keith Guillory to serve as board member for the McLennan County Appraisal District Board of Directors was also approved at the same meeting.

The attached resolution casts 835 votes to elect Keith Guillory to the vacant position.

Fiscal Implications

None

Administrative Recommendation(s):

Approve resolution to cast 835 votes to elect Keith Guillory to the Board of Directors for the McLennan County Appraisal District.

Waco Independent School District

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE McLENNAN COUNTY APPRAISAL DISTRICT FOR THE YEARS 2022-2023

WHEREAS, Section 6.033 (d) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the McLennan County Appraisal District on or before the 15th day after the date the on which a taxing unit's ballot is delivered.

THEREFORE, the Waco Independent School District submits the attached Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the McLennan County Appraisal District for 2022-2023 remainder.

ACTION TAKEN this 21st day of July, 2022, in the Regular School Board Meeting of the Waco Independent School District, as authorized under Section 6.033 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the McLennan County Appraisal District.

Stephanie Korteweg, Board President

ATTEST:

Jeremy Davis, Secretary

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Gloria Barrera

RE: Additional Services for O’Connell Robertson Related to Furniture Selection, Procurement and Installation Oversight for 2021 Bond Projects

=====

Background Information:

The 2021 Bond Program includes new furniture for Waco High School, G.W. Carver Middle School, Tennyson Middle School, Kendrick Elementary School and South Waco Elementary Renovation and Addition projects. Given the large quantity of furniture needed and the critical role it plays in 21st century learning, it is in the best interest of Waco ISD to engage interior design professionals to assist with the selection, procurement and installation process. Providing the appropriate furniture for each space will allow the students and staff to fulfill the educational mission of each school.

O’Connell Robertson’s services will include:

- developing furniture guidelines for the middle and high schools,
- establishing vendor pool and quality and performance standards and
- coordination of design for multiple facilities and reviewing vendor proposals and pricing lists for accuracy and conformance with guidelines.

The Waco High School and G.W. Carver Middle School have compressed occupancy schedules and O’Connell Robertson will also support district staff in overseeing installation on an as needed basis.

Fiscal Implications

The fee for Selection and Procurement is fixed amount of \$195,000. The Installation Oversight is a not-to-exceed fee of \$100,000 that will be authorized in advance by Waco ISD. These fees will be funded by the project budgets.

Administrative Recommendation(s):

Approve the amendment to O’Connell Robertson’s professional services agreement for Furniture Selection, Procurement and Installation Oversight and authorize the Superintendent to execute the final corresponding contracts for these services, as presented.



AIA[®] Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Furniture Support for Waco High School, Carver Middle School, and Tennyson Middle School

AGREEMENT INFORMATION:
Date: January 20, 2020

AMENDMENT INFORMATION:
Amendment Number: 013

Date: July 21, 2022

OWNER: *(name and address)*
Waco Independent School District
501 Franklin Avenue
Waco, Texas 76701

ARCHITECT: *(name and address)*
O'Connell Robertson
811 Barton Springs Road, Suite 900
Austin, Texas 78704

The Owner and Architect amend the Agreement as follows:

Creation of furniture design guide for Middle and High School levels. Facilitation of furniture procurement for new facilities including Carver Middle School, Tennyson Middle School, and the new Waco High School.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The Architect's fee for this project shall be a fixed stipulated fee as follows:

Service 1 - Programming: Creation of furniture guidelines and Service 2 - Facilitate process for establishing vendors and quality of furniture \$45,000

Service 3 - Campus Applicability of Furniture guide \$115,000

Service 4 - Furniture Installation \$35,000

Service 4.5 - Installation Oversight \$100,000 As requested/Hourly/Not to Exceed

Total Compensation Adjustment \$296,000

Schedule Adjustment:

Service 1, 2, and 3 - Completion in Q1 2023

Service 4 and 4.5 - Completed in parallel with construction substantial completion

SIGNATURES:

O'Connell Robertson

ARCHITECT *(Firm name)*

SIGNATURE

Jarrod Sterzinger, AIA, LEED AP,
Principal

PRINTED NAME AND TITLE

July 21, 2022

DATE

Waco Independent School District

OWNER *(Firm name)*

SIGNATURE

Susan Kincannon, Ed.D.
Superintendent

PRINTED NAME AND TITLE

July 21, 2022

DATE

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Gloria Barrera

RE: Easement for City of Waco Water Line Extension at University High School Campus

=====

Background Information

The City of Waco is extending and upgrading a waterline that runs along Cottonwood Creek in the area between I 35 and Old Robinson Road. In connection with that work, the City has requested that WISD grant a temporary construction easement and permanent easement. The proposed 0.120 Acre Waterline Easement and temporary 0.217 construction easement are located adjacent to Old Robinson Road on Waco ISD property. The proposed easement does not negatively impact Waco ISD and the potentially improved water pressure will benefit University High School.

In addition to the easement document itself (with exhibits), two other documents are included. The two others show the overall plan for the waterline (including the location of the easement area) and the specifics on the design of the waterline.

Fiscal Implications: None.

Administrative Recommendation: The Administration recommends that the Board of Trustees approve the granting of the requested easement and authorize the Board President to execute the Public Water Easement (as presented) on behalf of the District.

Public Water Easement

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Date: _____, 2022

Grantor: Waco ISD
Grantor's Mailing Address: P.O. Box 27
[include county] Waco, McLennan County, Texas 76703

Grantee: City of Waco, Texas, a municipal corporation
Grantee's Mailing Address: P.O. Box 2570
[include county] Waco, McLennan County, Texas 76702-2570

Permanent Easement Property: Being a 0.120 acre tract of land located in the Carlos O'Campo Survey, Abstract 32, in the City of Waco, McLennan County, Texas and being out of Lot 1, Block 1, Thanksgiving Park Addition, recorded under McLennan County Clerk's Document (M.C.C.D.) 2008036508 of the Official Public Record's of McLennan County, Texas (O.P.R.M.C.T.), said 0.120 acre tract being more particularly shown on the attached hereto as Exhibit A and shown on the survey plat/drawing attached hereto as Exhibit B, which are incorporated herein by reference.

Facilities: Raw, reclaimed or re-use, and potable water lines, (above or below ground), and all associated appurtenances, including, but not limited to, vaults and RPZ (Reduced Pressure Zone device), to these water lines.

Easement Duration: The duration of the Easement is perpetual, until all of the Facilities shall be abandoned. If abandoned, said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns. Such termination and reversion shall be self-operative without the need for recording a termination or reversion document. Notwithstanding that the termination and reversion shall be self-operative, Grantee shall execute a termination and reversion of the rights granted herein to be recorded in the official public records of McLennan County, Texas upon request by Grantor following such abandonment.

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission/abandon in place the Facilities in, over, under, on, and across the Permanent Easement Property. The Easement is exclusive and irrevocable.

Consideration: The sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor. The

consideration recited herein shall constitute payment in full for all damages, including costs, sustained by Grantor resulting from the easement and installation of the Facilities referred to herein.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Permanent Easement Property and of record in the Real Property Records of the McLennan County, Texas that are valid, existing, and affect the Permanent Easement Property as of the Date the Easement is executed. This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Permanent Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the offices of the County Clerk of McLennan County, Texas, or that may be apparent on the subject property.

Grant of Easement: Grantor, for the Consideration, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement in, over, under, on, and across the Permanent Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. This Easement shall constitute a conveyance and covenant running with the land for the benefit of Grantee, its successors and assigns.

Grantee shall have such other rights as are necessary for the full enjoyment and use of the rights herein granted, including without limitation, to: (1) prevent excavation within the easement area; (2) prevent construction of any and all buildings, structures or other obstructions which, in the sole judgment of Grantee injure the Facilities or interfere with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal thereof; (3) trim or remove trees, shrubbery, or undergrowth within, but not limited to, said Easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the construction, maintenance, inspection, operation, protection, use, repair, alteration, replacement, upgrading, relocation, or removal of the Facilities; and (4) abandon in place any Facilities such that Grantee shall have no obligation or liability to Grantor or its successors or assigns to move or remove any such abandoned Facilities.

Grantor shall not make changes in grade, elevation, or contour of the land within the easement area as described above without prior written consent of Grantee. The installation, construction, operation, use, maintenance, repair, modification, upgrade or replacement of any structure, fence, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement in the Permanent Easement Property must be approved in writing in advance by the City.

Temporary Construction Easement: Grantor further grants to Grantee an approximately 0.217 acre Temporary Construction Easement in, on, over, under, along, through, and across Grantor's property described in the field notes attached as Exhibit A and shown on the survey plat/drawing

attached as Exhibit B, for all of the purposes described in the above Easement Purpose, and including ingress, egress, and storing materials on the said Temporary Construction Easement during and throughout the period of construction of the Facilities. The Temporary Construction Easement will become effective upon execution of this document and will terminate automatically no later than ninety (90) days after completion of the initial waterline. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish the Easement granted above. Upon completion of the installation of waterline, Grantee will within a reasonable period of time not to exceed one hundred eighty (180) days restore the ground surface of the Easement and Temporary Construction Easement as nearly as practicable to the original contour which existed immediately prior to the commencement of any work on the construction of the waterline.

BY ITS ACCEPTANCE OF THIS EASEMENT, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) ANY INFORMATION PROVIDED TO GRANTEE PERTAINING TO THE EASEMENT AREA BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (ii) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (iii) GRANTOR IS NOT AND WILL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY, OR INFORMATION FURNISHED TO GRANTEE, OR MADE BY ANY PARTY WITH RESPECT TO THE EASEMENT AREA, THE TEMPORARY CONSTRUCTION AREA OR THE EASEMENT INTERESTS HEREBY CONVEYED. GRANTEE SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES, AND INVESTIGATIONS AS GRANTEE DEEMS NECESSARY AND APPROPRIATE, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT INTERESTS IN THE EASEMENT PROPERTY IN ITS CURRENT, "AS IS", WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS CONVEYING THE PROPERTY WITHOUT) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT AREA, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF THE LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY GRANTEE.

GRANTOR:

WACO INDEPENDENT SCHOOL DISTRICT

By: _____
Stephanie Korteweg
Its: President, Board of Trustees

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF McLENNAN

This instrument was acknowledged before me on the ____ day of _____, 2022, by Stephanie Korteweg as President of the Board of Trustees for Waco Independent School District, a Texas independent school district, on behalf of said district.

NOTARY PUBLIC, STATE OF TEXAS

After recording, return to:

City Secretary
P.O. Box 2570
Waco, Texas 76702-2



2700 Earl Rudder Freeway, Suite 2700
College Station, Texas 77845

**20 FOOT WIDE – 0.120 ACRE PUBLIC WATER EASEMENT
LOCATED IN THE CARLOS OCAMPO SURVEY, ABSTRACT 32
WACO, McLENNAN COUNTY, TEXAS**

FIELD NOTES FOR A 0.120 ACRE TRACT OF LAND LOCATED IN THE CARLOS OCAMPO SURVEY, ABSTRACT 32, IN THE CITY OF WACO, McLENNAN COUNTY, TEXAS, AND BEING OUT OF LOT 1, BLOCK 1, THANKSGIVING PARK ADDITION, RECORDED UNDER McLENNAN COUNTY CLERK'S DOCUMENT (M.C.C.D.) 2008036508 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS (O.P.R.M.C.T.). SAID 0.120 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT IN THE FLOWLINE OF COTTONWOOD CREEK AT ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF OLD ROBINSON ROAD (A GENERALLY RECOGNIZED PUBLIC ROAD) (RIGHT-OF-WAY VARIES), SAME BEING THE WEST LINE OF A CALLED 0.45 ACRE TRACT, DESCRIBED IN A DEED TO THE CITY OF ROBINSON, RECORDED UNDER M.C.C.D. 2002002718 OF THE O.P.R.M.C.T., SAME BEING SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1 AND THE NORTHEAST CORNER OF THE REMAINDER OF A CALLED 338.140 ACRE TRACT, RECORDED UNDER M.C.C.D. 2013039914 OF THE O.P.R.M.C.T., FROM WHICH A 1/2" IRON ROD FOUND MARKING A WESTERLY CORNER OF SAID 0.45 ACRE TRACT BEARS S 01°53'31" E – 107.48', ALSO FROM WHICH A 1/2" IRON ROD FOUND MARKING ANOTHER WESTERLY CORNER OF SAID 0.45 ACRE TRACT BEARS N 01°53'31" W – 44.09';

THENCE WITH THE FLOWLINE OF COTTON WOOD CREEK THE FOLLOWING 2 CALLS:

- 1) N 82°06'18" W – 22.21' TO A POINT,
- 2) S 57°45'53" W – 9.86' TO A POINT FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE THROUGH THE INTERIOR OF SAID LOT 1, BLOCK 1 THE FOLLOWING 8 CALLS:

- 1) S 57°45'53" W – 21.64' TO A POINT,
- 2) N 09°46'33" W – 53.47' TO A POINT,
- 3) N 01°28'27" E – 180.23' TO A POINT,
- 4) N 45°48'46" E – 51.94' TO A POINT IN THE WEST LINE OF A 20 FOOT WIDE UTILITY EASEMENT AS SHOWN ON THE PLAT OF SAID LOT 1, BLOCK 1 FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT,
- 5) S 01°39'04" E – 27.14' WITH THE WEST LINE OF SAID 20 FOOT WIDE UTILITY EASEMENT TO A POINT,
- 6) S 45°48'46" W – 25.44' TO A POINT,
- 7) S 01°28'27" W – 170.11' TO A POINT,
- 8) S 09°46'33" E – 43.24' RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.120 ACRE OF LAND AS SURVEYED BY MARTY PAUL POLK, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6031 ON JANUARY 17, 2022. BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS.

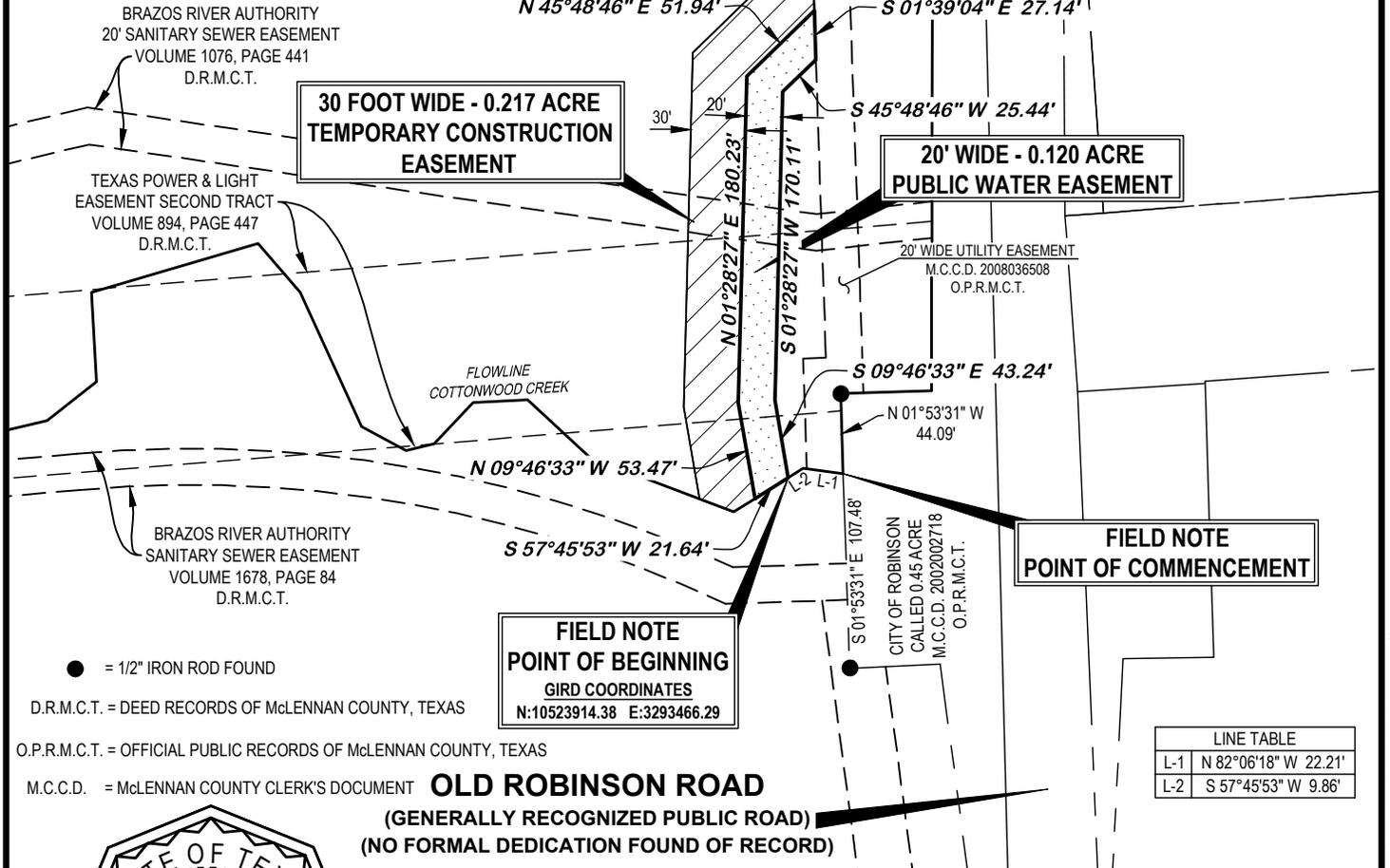
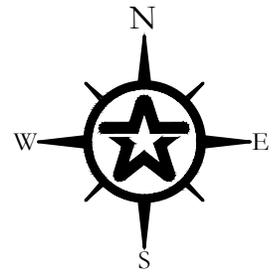
Marty Paul Polk
MARTY PAUL POLK, R.P.L.S. 6031

PROJ NO. 1-03422.02
PLAT NO. A4-2069
FIELD NOTE NO. 02
MAP CHECKED MPP



CARLOS O'CAMPO SURVEY
 ABSTRACT 32
 McLENNAN COUNTY, TEXAS

LOT 1, BLOCK 1
 THANKSGIVING PARK ADDITION
 M.C.C.D. 2008036508
 O.P.R.M.C.T.



● = 1/2" IRON ROD FOUND

D.R.M.C.T. = DEED RECORDS OF McLENNAN COUNTY, TEXAS

O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS

M.C.C.D. = McLENNAN COUNTY CLERK'S DOCUMENT

OLD ROBINSON ROAD

(GENERALLY RECOGNIZED PUBLIC ROAD)
 (NO FORMAL DEDICATION FOUND OF RECORD)

LINE TABLE	
L-1	N 82°06'18" W 22.21'
L-2	S 57°45'53" W 9.86'



JANUARY 17, 2022
 SURVEY DATE

Marty Paul Polk
 MARTY PAUL POLK, R.P.L.S. 6031
 mpolk@walkerpartners.com

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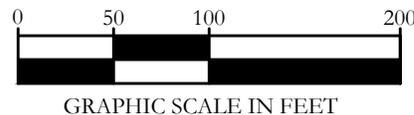
EXHIBIT SHOWING
 A 20 FOOT WIDE (0.120 ACRE) PUBLIC WATER EASEMENT AND
 A 30 FOOT WIDE (0.217 ACRE) TEMPORARY CONSTRUCTION EASEMENT
 LOCATED IN THE CARLOS OCAMPO SURVEY, ABSTRACT 32, IN THE CITY OF WACO,
 McLENNAN COUNTY, TEXAS AND BEING OUT OF LOT 1, BLOCK 1, THANKSGIVING PARK
 ADDITION, RECORDED UNDER McLENNAN COUNTY CLERKS DOCUMENT 2008036508 OF THE
 OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS

FIELD NOTE DESCRIPTION ATTACHED HERETO, MADE A PART HEREOF AND TITLED:
 20 FOOT WIDE - 0.120 ACRE PUBLIC WATER EASEMENT LOCATED IN THE CARLOS OCAMPO SURVEY, ABSTRACT 32,
 WACO, McLENNAN COUNTY, TEXAS.

BEARINGS AND GRID COORDINATES ARE BASED UPON THE TEXAS STATE PLANE COORDINATED SYSTEM, NAD 83,
 TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OPERATIONS.



2700 Earl Rudder Frwy, Suite 1600 • College Station, Texas 77845
 Phone: 1-979-599-9870 • T.B.P.L.S. Registration No. 10194373



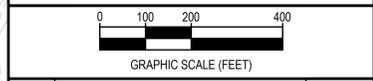
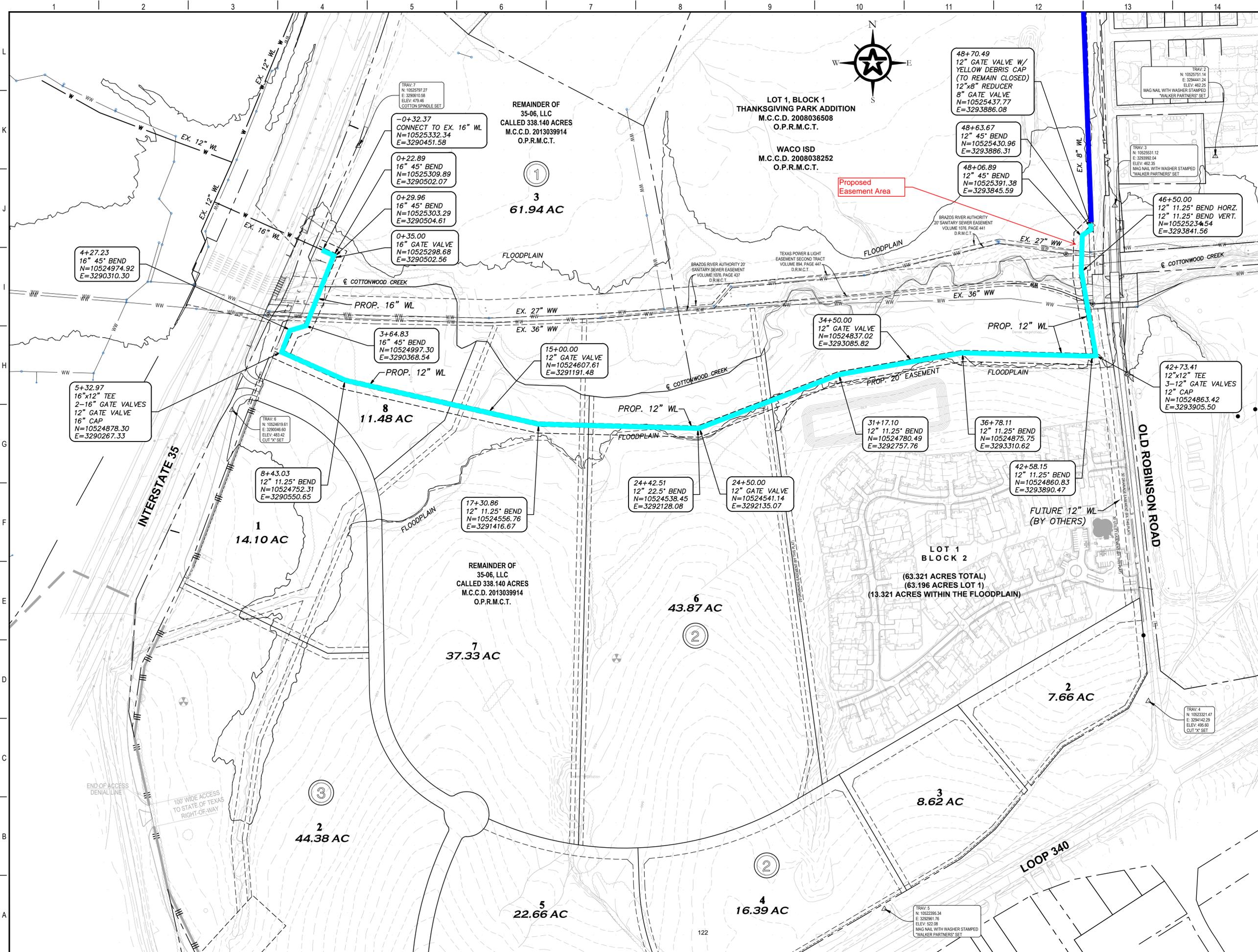
GRAPHIC SCALE IN FEET

REVISIONS

NO.	DESCRIPTION

PLAT NO. A4-2069 DRAFT DATE 02/28/22 FB/PAGE 501/10
 PROJ. NO. 1-03422.02 TAB NO. 8.5X11 FIELD NOTE NO. 02
 DWG. NAME 1-03422ESMT WISD DRAWN BY MPP

G:\PROJECTS\1-03422\2 ENGINEERING\2.0 CAD\02 WATERLINE\1-03422 DESIGN.DWG, C005 OVERALL MAP, 3/4/2022 2:59:06 PM, achilds



REV.	DESCRIPTION	DATE



35-06, LLC
WATERLINE IMPROVEMENTS

OVERALL MAP

3-4-2022 DATE
 Kyle D. Schulze, P.E. PROJECT NO. 1-03422.02

	PM	KDS
	DESIGNED	KDS
	DRAFTED	ARC
	CHECKED	GEW
	DRAWING NO.	C005

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: David Hamilton

RE: Optional Flexible School Day Program

=====

Background Information:

The district allocated \$450,000 of federal Elementary and Secondary School Emergency Relief (ESSER) funding to support evening credit recovery efforts for secondary students. Plans for the use of those funds have been developed for students who are behind in course credits and need an alternative, flexible option.

With board approval and an approved application, the Texas Education Agency allows for an Optional Flexible School Day Program (OFSDP) to provide flexible hours and/or scheduling for students who are at risk of dropping out of school and/or at risk of losing credit due to a failure to meet state attendance requirements.

The district proposes to continue offering an evening school option for Waco High School and University High School students in special circumstances who are behind in credits and/or at risk of dropping out of school and need a more accommodating schedule in order to attain course credits and meet attendance requirements. The program will operate Monday-Friday from 5:00-9:00 p.m. at each traditional campus. The district also proposes a flexible option for Brazos High School, giving students four sessions they could attend (8:00AM to Noon, 10:00AM to 2:30PM, Noon to 4:00PM, or 4:15PM to 8:15PM). Each student will be required to attend a minimum of 20 hours per week, and attendance credit will not be awarded unless the student is present for a minimum of 45 minutes per day as specified by state guidelines. In addition, Waco High School and University High School students may attend minutes during the regular school day with campus permission or designated Saturday sessions to ensure that students meet the state's requirement of 43,200 minutes of instruction for full average daily attendance. Brazos High School students may attend minutes outside of their assigned times with campus permission or designated Saturday sessions to ensure that students meet the state's requirement of 43,200 minutes of instruction for full average daily attendance.

Each of the traditional high schools (Waco High School and University High School) will offer the program, which will be staffed with an administrator and one or more certified teachers. The district will maintain a ratio of 1 adult to every 20 students to administer the program. If less than 20 students are

enrolled in the program, the administrator may facilitate the program without a teacher. Brazos High School will continue to maintain its current staff during the day sessions while staffing the evening session with 1 adult to every 20 students.

Credits will be earned using the Edmentum online curriculum software program, which provides all necessary graduation courses. The district has also purchased Littera, an online tutorial service that may provide additional assistance for students in core content subjects.

Counseling support will be provided for students through weekly check-ins by a rotation of counselors who will be allowed a flexible schedule so as to accommodate the students on those days and overseen by the lead counselor of each campus. Additionally, each student will be required to take state assessments on campus during regularly scheduled test administrations.

Dinner service will be provided to each student participating in the program.

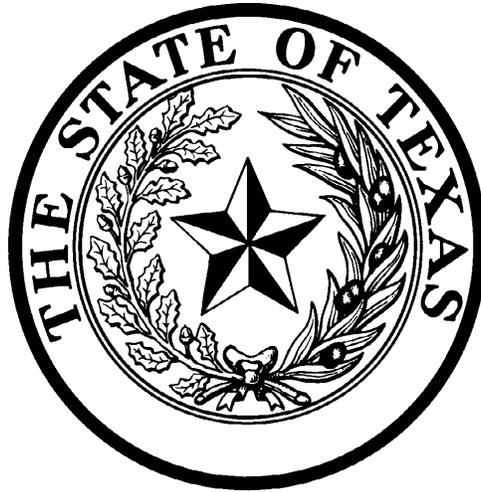
Fiscal Implications:

Teachers will be paid \$30 per hour and administrators will be compensated \$38 per hour. Federal ESSER funding will be used.

Administrative Recommendation(s):

Approve the attached application for the Optional Flexible School Day Program.

Texas Education Agency



APPLICATION

Updated May 2021

Optional Flexible School Day Program (OFSDP)

_____ School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code [\(TEC\) §29.0822](#), if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

(Legal Name of School District or Open-Enrollment Charter School)

located at

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opfex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____

_____ Authorized Signature

Typed Title _____

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____

Year: _____

Time: _____

Location: _____

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT A SEPARATE PDF TO CONCISELY PROVIDE THE INFORMATION BELOW, LABELED WITH THE CORRESPONDING NUMBER, FOR APPENDIX THREE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. Indicate the expected start date of the district’s OFSDP.
2. Indicate the estimated number of OFSDP students that will be served per teacher.
3. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
4. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
 - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

5. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact(s) for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FIVE, PARTICIPATING CAMPUSES, STUDENT ELEGIBILITY, AND PERIOD OF AGREEMENT. ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS TEMPLATE AND SUBMITTED IN A SEPARATE EXCEL FILE.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Gloria Barrera

RE: Consider, Discuss and Take Appropriate Action Regarding the Design Development for Tennyson Middle School

=====

Background Information:

Since the approval of the Schematic Design of Tennyson Middle School at the April 2022 Regular meeting, O’Connell Robertson and the Administration have moved forward with refining the plans to fit the Tennyson site.

The Design Development phase represents the step in the design process where refinement of the project occurs based on the district’s goals, priorities and input. Because this new school is based on the G.W. Carver MS plan, this phase involves translation of concepts into drawings and specifications that accommodate the Tennyson site. These specific items include traffic circulation, storm water detention, parking, exterior/interior finishes, colors, elevations, layout of building systems, site access and egress, landscaping, athletic facilities and other facility considerations.

Gloria Barrera, Chief Officer-Facilities and Operations for Waco ISD, along with representatives from O’Connell Robertson, will review the Tennyson Middle School Design Documents. Specific attention will be given to the interior and exterior material selection and colors.

Fiscal Implications

According to the District’s agreement with O’Connell Robertson, compensation is based on the percentage of services actually completed. Because Tennyson is a modified repeat of the Carver Plan, the design fee has been established as a fixed 4% of the construction budget of the project. The Design Development Phase is 20% of the architect’s fee. Funds for the cost of architectural services are part of the 2021 Bond program. The Tennyson Middle School total project budget, including construction costs and soft costs is \$77,576,299.

Administrative Recommendation(s):

Approve the Design Development and Interior and Exterior Color Selections for Tennyson Middle School as presented (or with noted modifications) and authorize O’Connell Robertson to proceed with the Construction Documents phase



Waco Independent School District

Tennyson Middle School Design Development Update

07.21.2022

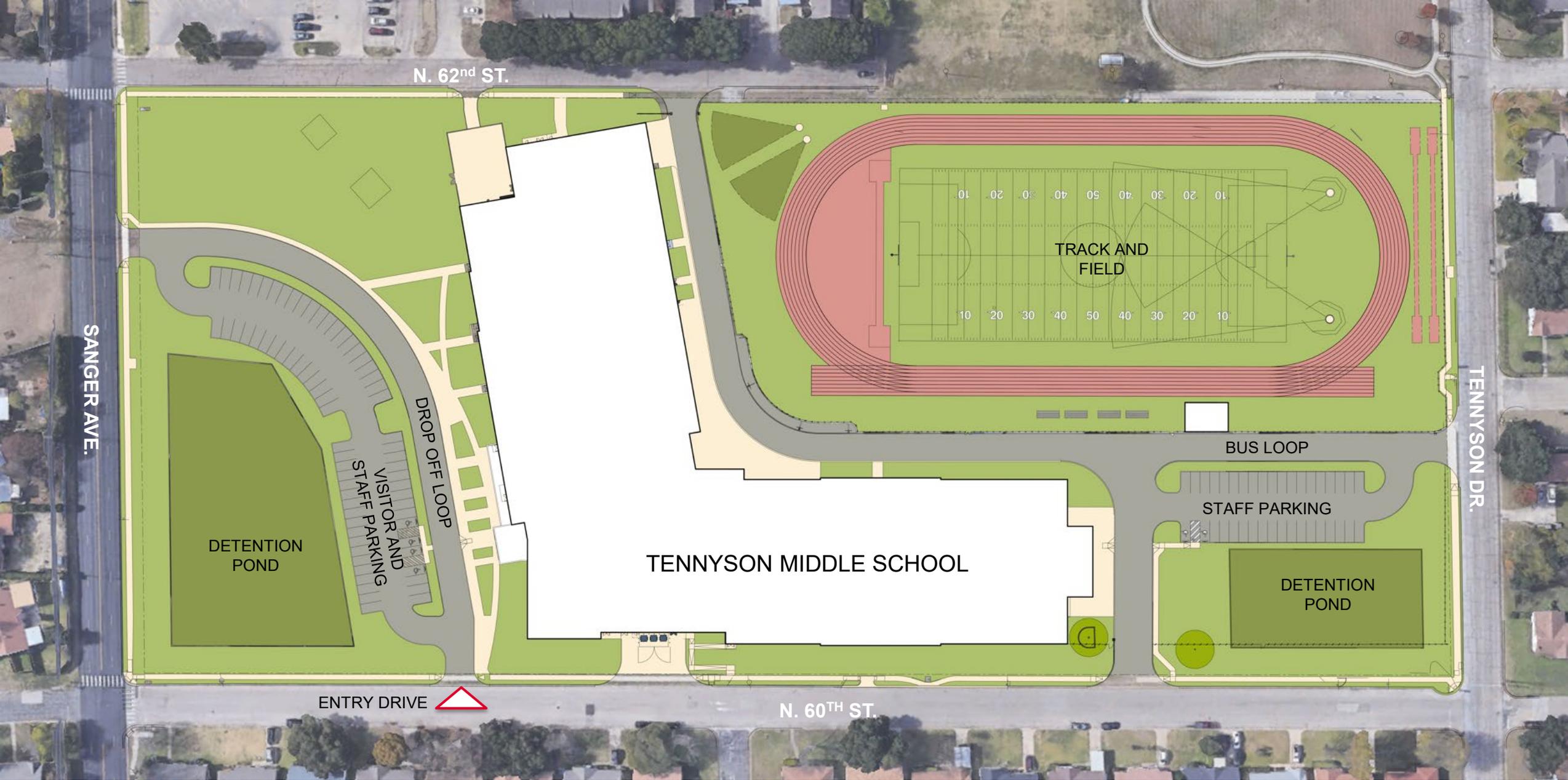
Agenda

- Portables and Infrastructure Update
- Design Process Update
- Interior Design Concept Presentation
- Schedule + Estimate
- Next Steps



- Portables delivered
- Electrical modifications to improve schedule.
- 300 Wing demolition and library renovations underway.







Design Progress:

- Detailed consultant coordination
- Final Interior Design Concept Elements
- Site Development Permit Submission

 Athletics	 Science
 Performing + Fine Arts	 Classroom Neighborhoods
 Kitchen / Commons	 Special Education
 Administration	 CTE
 Library	 Building Support

Tennyson Middle School

Project Mission

The design of the new school embodies Tennyson Middle School's motto of "True Grit" by creating an environment that inspires commitment to student excellence, consistency in showing up, and courage to persevere through adversity.

The hardy materials can weather any storm, similar to the nature of Tennyson Texans. Designed with resiliency in mind, the school can overcome obstacles to evolve naturally and bloom where it is planted. It will show students that it's not about perfection; it's about showing up and doing your best.

Across the design, organic movement and shadow play express the ability to adapt to a situation seamlessly. Our paths to success are unlikely to be linear, and what may seem like challenges can create a beautiful journey.

TRUE GRIT



TENNYSON

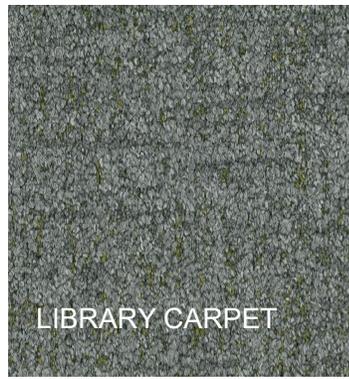
TEXANS



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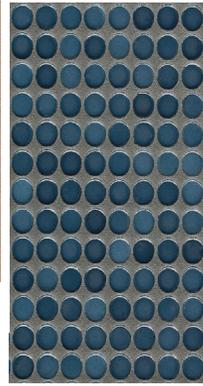
LIBRARY CARPET



ACCENT WALLCOVERING



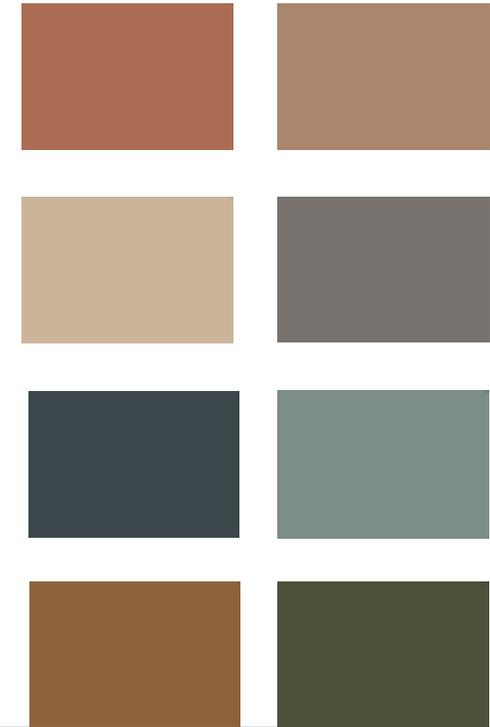
CEILING BLADES



ACCENT WOOD



ACCENT PAINT



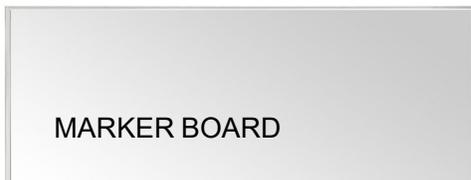
TERRAZZO



CABINETS/ MILLWORK



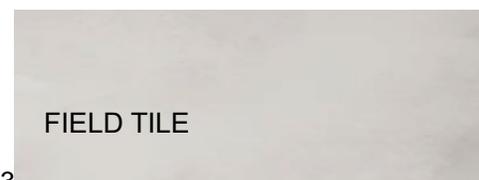
COUNTER TOPS



MARKER BOARD



FIELD PAINT



FIELD TILE









Portables and Infrastructure

- Tennyson Portables and Infrastructure Approval (Phase 1) **6.23.2022**

- 300 Wing Demolition *started*
- Library + Utilities *started*
- Phase 1 Completion **8.12.2022**

- First Day of School **8.16.2022**

New Tennyson Middle School

50% CDs (Site Dev. Permit Submission) **7.14.2022**

100% CDs (Building permit submission) **9.15.2022**

Board Approval **11.17.2022**

Construction Start **Dec. 2022**

Main Building Substantial Completion **May 2024**

Site and Track Completion **Dec. 2024**



Tennyson Middle School Estimate of Costs

Construction Costs *(in budget)*

\$63,283,940

The following add-alternates will be included in the design, and may be accepted when the project is bid:

Alternate #1 – Sail Shades

Alternate #2 – Field Storage

Alternate #3 – Sod ILO Hydro Mulch at Football Field

Alternate #4 – Upfit Canopy

Alternate #5 – Track Surface

Alternate #6 – Track & Field Events

Alternate #7 – Thin Brick

Estimated Cost of Add-Alternates

+\$1,281,009

Total Cost w/ Alternates

\$64,564,949





Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person(s): Dr. Josie Gutierrez

RE: Review and Discuss Waco ISD’s Leadership Definition and Holdsworth Center Update

=====

Background Information:

The Holdsworth Leadership Collaborative is a leadership development program that launched its first cohort in September 2021 with 14 districts across the state of Texas. Waco ISD was honored to have been selected to participate. The Collaborative, an 18-month commitment, was designed to help district leaders build internal leadership capacity, with the end goal of building a strong leadership pipeline. As a part of the program, district leaders define what great leadership looks like in their district and learn how to use their district’s leadership framework to build systems and structures to sustain a pipeline of leaders.

The Holdsworth design for leadership development is not a one-size-fits-all approach. Participants are given tools to investigate district challenges and identify areas for opportunity that lead to action. In between sessions, district leaders work with other stakeholders across the school district to design a leadership definition framework and to plan action steps for implementation.

This presentation provides an overview of the district’s first leadership definition and the process used to develop it. During the 2021-2022 school year, Waco ISD assembled a task force to provide input into the design of its first leadership definition framework. Task force members listed below were selected from various roles across the district.

Susan Kincannon	Superintendent
Josie Gutierrez	Deputy Superintendent
Deena Cornblum	Assistant Superintendent
Lena Ortiz	Principal at Parkdale
Lindsey Helton	Principal at Alta Vista
Alonzo McAdoo	Principal at University HS
Beth Brabham	Associate Principal at University HS
Christina Ochoa	(former) Assistant Principal at Waco HS

Glenna Jenkins	Assistant Principal at Bell's Hill
Areli Lopez	Assistant Principal at Provident Heights
Alfred Freeman	CCMR Specialist
Christy Freeman	Special Education
Ronnita Carridine	ED of Human Resources
Suzanne Hamilton	ED of Student Support & Services
Victoria Nava-Cabrera	Multi-Classroom Leader at Provident Heights
Marcela Carreon	Aide at Kendrick
Shidayia Miller	Cafe Manager Indian Spring MS
Alicia Jauregui	ED of Communications
Keith Dempsey	Facilities PM Lead
Becky Kersh	Instructional Specialist
Erika Rodriguez	Counselor at Parkdale
Brent Fudge	Teacher Intermediate/MS LAMM
Shanna Jones	Teacher Waco High
Celeste Sodegren	Director of Advanced Academics
Daniel Lopez	Assistant Superintendent of HR

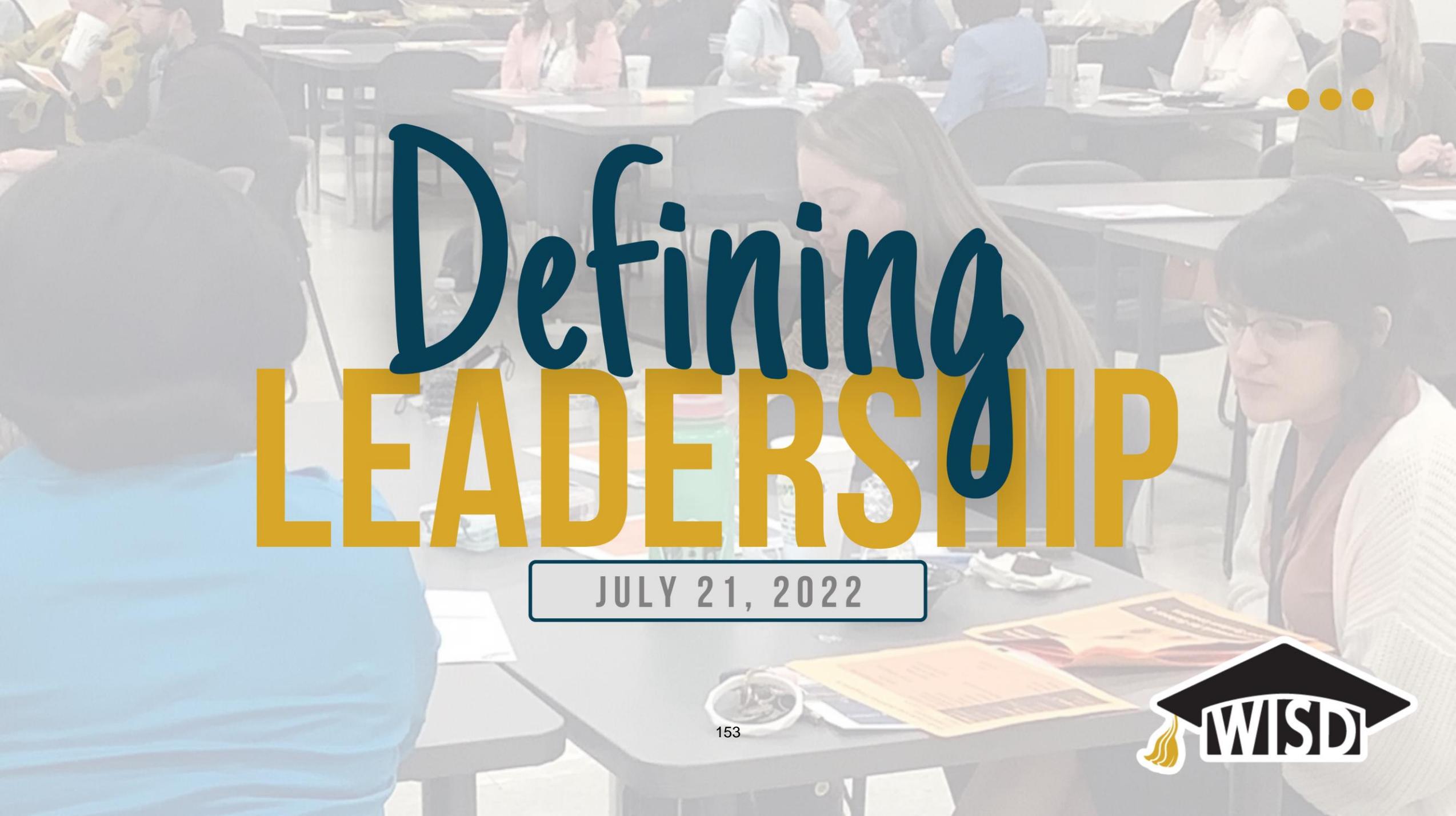
The 2022-2023 school year will be Waco ISD's first year implementing its newly developed leadership definition.

Fiscal Implications:

None

Administrative Recommendation(s):

No action is requested. This information is presented for review and discussion only.



Defining
LEADERSHIP

JULY 21, 2022

153



What is

THE HOLDSWORTH COLLABORATIVE?

The Leadership Collaborative is an 18-month program designed to help district leaders build a strong bench of leaders who are ready to step into leadership roles when they arise.

A team of 3 district leaders work with Holdsworth to define what great leadership looks like in their district and uses the definition to design systems and structures to sustain their leadership pipeline. By the end of the program, districts make great strides toward building internal leadership development systems.



The Holdsworth Center



Why is the work IMPORTANT?



**TO BUILD
A PIPELINE OF READY LEADERS**



**TO INCREASE
STAFF ENGAGEMENT**

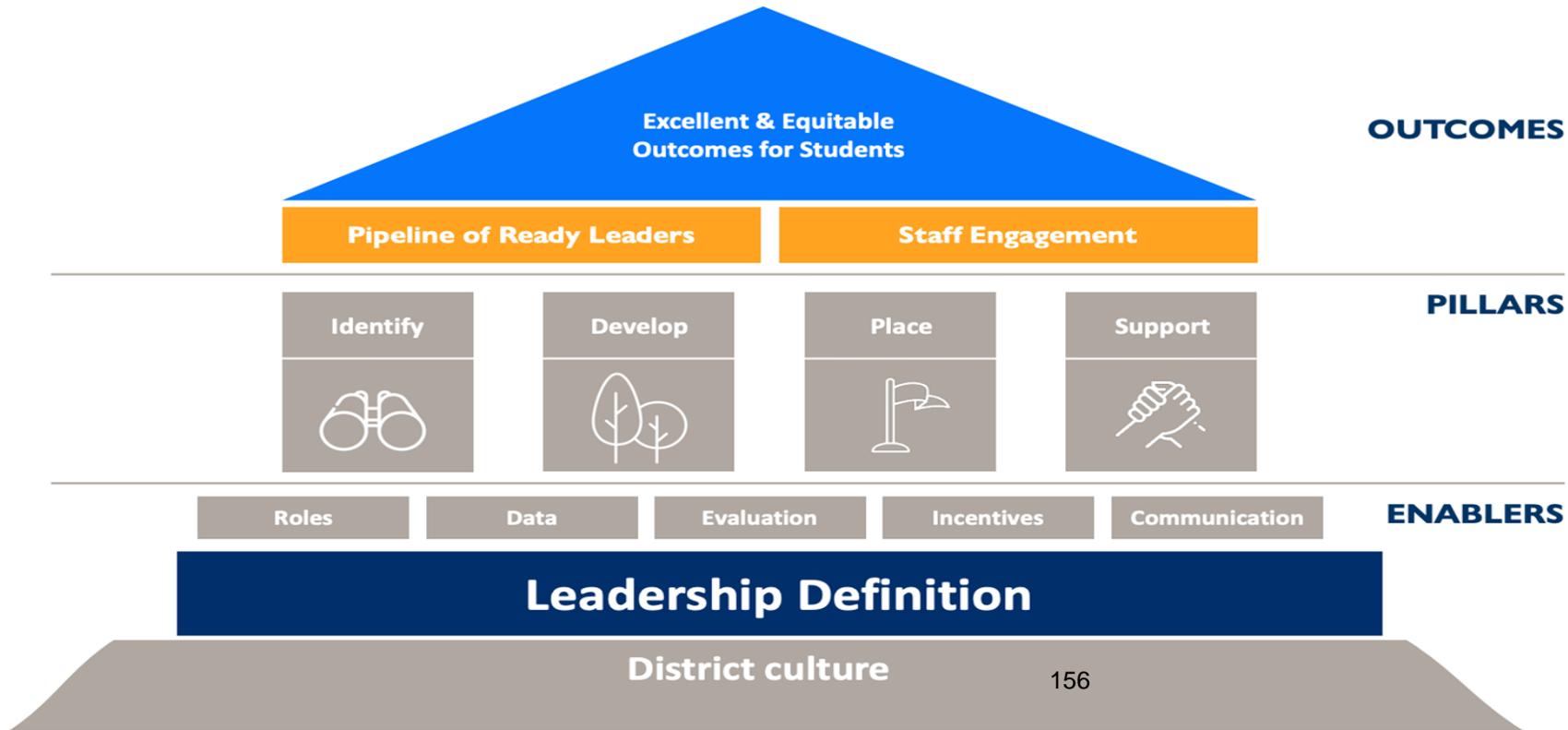


**TO HAVE EXCELLENT & EQUITABLE
OUTCOMES FOR STUDENTS**



Big Picture

HOW DOES THIS WORK HAVE IMPACT?



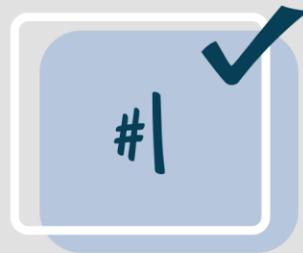
Leadership Definition TASK FORCE



Big Picture

HOW DOES THIS WORK HAVE IMPACT?

Task Force
MEETINGS



Understanding
the purpose.

Drafting
Categories,
Competencies &
Descriptors.



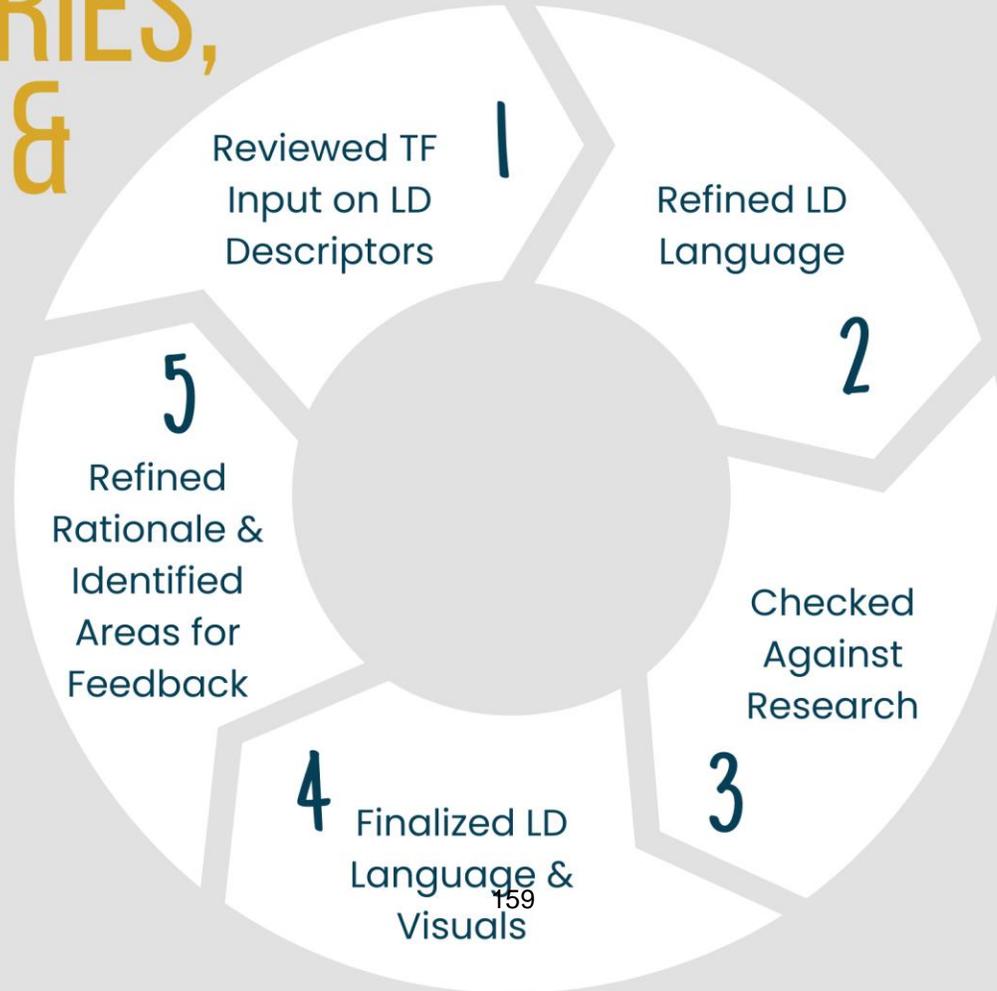
Finalizing drafts
from meeting #3
& choosing a
visual.

Share Leadership
Definition with
Principal
Supervisors.



Leadership Definition Processes

DEFINE CATEGORIES,
COMPETENCIES &
DESCRIPTORS



WACO ISD'S

I CAN

Leadership DEFINITION



LEADING FROM THE HEART

- ♥ The leader ensures that all that students and staff have *equitable access to education, resources, and opportunities* aligned with the culture and values of students and families.
- ♥ The leader goes above and beyond, doing extraordinary things to *challenge themselves and others in the relentless pursuit of excellence.*
- ♥ The leader is a strong advocate for students and makes decisions based on *meeting students' academic and social-emotional needs.*
- ♥ The leader actively works to *know, value, understand and respect others by demonstrating a strong sense of self-awareness and giving generously of time, knowledge and expertise.*



LEADING FOR RESULTS

- ♥ The leader inspires and leads change that *positively impacts the system while encouraging and bringing others along* in the process.
- ♥ The leader is engaged in a cycle of continuous growth and *provides continuous feedback and coaching* to those they supervise.
- ♥ The leader looks for innovative solutions to hard problems *establishing long-term goals that lead to excellence* in all areas.
- ♥ The leader makes decisions using multiple sources of data *demonstrating and modeling ownership of decisions while acknowledging shortcomings and celebrating successes*.
- ♥ The leader uses *strong, clear and consistent communication* skills to facilitate change using a variety of strategies and conveying the “why.”

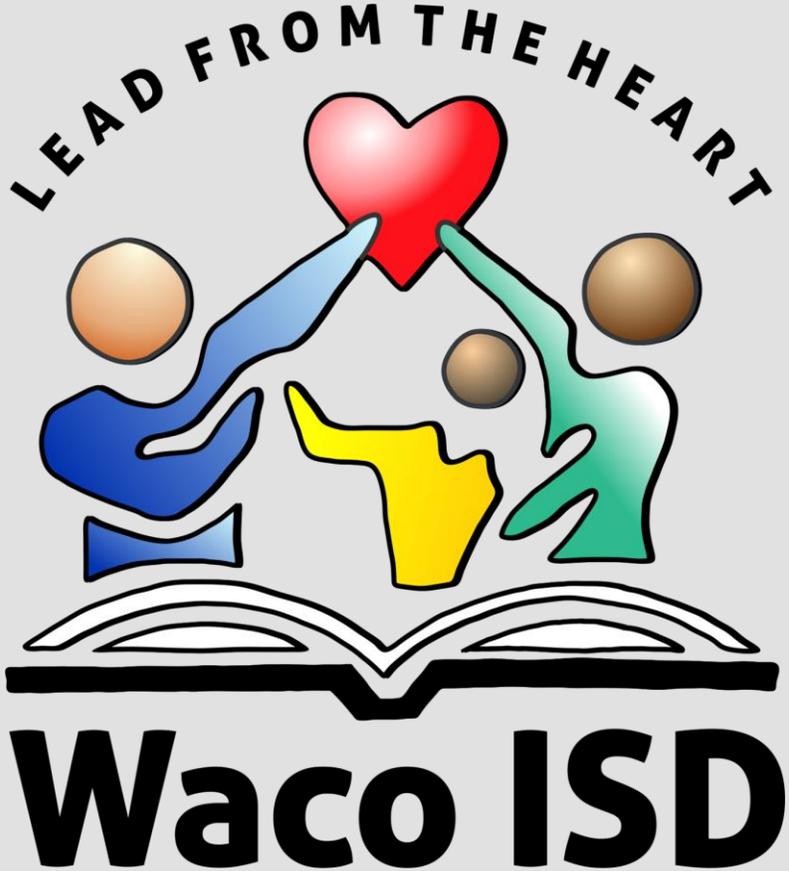


LEADING WITH CHARACTER

- ♥ The leader makes ethical decisions aligned to the values of the district, *always seeking to do the right thing for students.*
- ♥ The leader maintains confidential information and *follows through with commitments, and creates an inclusive and safe culture.*
- ♥ The leader makes decisions in the *best interest of the greater good and perseveres during challenging times.*
- ♥ The leader understands the feelings and point of view of others by *listening while withholding judgement.*



Questions?



Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 21, 2022

Contact Person: Denise Bell

**RE: Review and Discuss Preliminary 2022 STAAR Data and State
Accountability Projections**

Background Information:

Disruptions to teaching and learning in 2019-2020 and 2020-2021 resulted in declined student achievement and incomplete data sets. As a result, there were no state accountability ratings in either of those school years. For the first time since the pandemic, the state will issue accountability ratings for 2022 on August 15.

Results from 2022 STAAR testing indicate that although student achievement continues to be lower than pre-pandemic rates, Waco ISD campuses are making progress in closing achievement gaps.

Domain II of the state accountability system measures the percentage of students achieving one year's worth of academic growth. Most of Waco ISD's elementary campuses saw an overall increase of five percentage points or more in Domain II. Middle schools made gains in reading progress for grades seven and eight and grade eight math. In addition, 97% of middle school students scored approaches or higher on the Algebra 1 STAAR EOC.

High schools maintained progress for College, Career, and Military Readiness (CCMR) and graduation rates increased slightly from 2021 to 2022. In addition, sixty-six percent of students taking the English II EOC test met expected growth.

The Board will hear a report on the district's projected 2022 accountability ratings.

Fiscal Implications:

Not Applicable

Administrative Recommendation(s):

Report Only



Preliminary 2022 STAAR DATA & STATE ACCOUNTABILITY PROJECTIONS

*Based on current preliminary STAAR scores.



WHAT STRATEGIES WERE USED TO IMPROVE STAAR PERFORMANCE?

Based on prior achievement levels and pandemic setbacks, the district focused on student growth toward grade level.

Data from state interim and Renaissance reading and math assessments was analyzed and used to align instruction to STAAR.

Teachers participated in the analysis of student achievement data, focusing on building knowledge of state standards to inform instructional decisions.

Remediation plans were developed and implemented for students who were significantly below grade level.

Individual student achievement data was tracked.



GROWTH VS. ACHIEVEMENT IN 2022 ACCOUNTABILITY SYSTEM “BEST OF” DOMAIN 1 OR 2

DOMAIN 1 STUDENT ACHIEVEMENT

- Measures student achievement on grade level for all subject areas tested
- Depending on the level of achievement, scores are identified as Approaches Grade Level, Meets Grade Level or Masters Grade Level.

DOMAIN 2, PART A STUDENT PROGRESS

- Measures growth toward grade level in reading and math
- “Expected Growth” and “Accelerated Growth” measures are set by TEA.
- Students are expected to have growth despite the performance level achieved.



ELEMENTARY SCHOOLS

	STUDENT ACHIEVEMENT		STUDENT PROGRESS		OVERALL SCORE	
	2022*	2019	2022*	2019	2022*	2019
Bell's Hill	72 [C]	80 [B]	93 [A]	88 [B]	89 [B]	88 [B]
Cedar Ridge	56 [F]	64 [D]	85 [B]	70 [C]	81 [B]	70 [C]
Crestview	60 [D]	64 [D]	92 [A]	77 [C]	84 [B]	76 [C]
Dean Highland	55 [F]	57 [F]	74 [C]	59 [F]	71 [C]	50 [F]
Hillcrest	72 [C]	69 [D]	82 [B]	70 [C]	80 [B]	71 [C]
Kendrick	56 [F]	57 [F]	82 [B]	60 [D]	80 [B]	60 [D]

*2022 reflects projected/potential scores and ratings.



ELEMENTARY SCHOOLS (CONT'D)

	STUDENT ACHIEVEMENT		STUDENT PROGRESS		OVERALL SCORE	
	2022*	2019	2022*	2019	2022*	2019
Lake Air**	70 [C]	67 [D]	79 [C]	59 [F]	77 [C]	67 [D]
Mountainview	58 [F]	60 [D]	69 [D]	59 [F]	70 [C]	56 [F]
Parkdale	56 [F]	60 [D]	85 [B]	69 [D]	81 [B]	68 [D]
Prov Heights	52 [F]	72 [C]	83 [B]	89 [B]	80 [B]	86 [B]
South Waco	47 [F]	59 [F]	60 [D]	66 [D]	61 [D]	59 [F]
West Avenue	54 [F]	58 [F]	75 [C]	77 [C]	74 [C]	76 [C]

*2022 reflects projected/potential scores and ratings.

**includes Grade 3 - Algebra



Celebrations

Elementary Schools



- ★ 90% of elementary tests were taken online.
 - The state requires online testing in the new school year.
- ★ Waco ISD's projection is that no elementary campuses will be rated an F in 2022.
- ★ Projections show that 7 campuses will have a higher accountability rating than in 2019.
 - West Avenue's rating is projected to remain a C, but the overall score for the campus improved.
- ★ Percentage of elementary students whose growth was *Accelerated* (not just the Expected growth)
 - Reading = 44%
 - Math = 33%
- ★ Districtwide:
 - 4th Grade Reading Growth = 75%
 - 5th Grade Reading Growth = 87%
 - 4th/5th Grade Math Growth = 70%



MIDDLE SCHOOLS

	STUDENT ACHIEVEMENT		STUDENT PROGRESS		OVERALL SCORE	
	2022*	2019	2022*	2019	2022*	2019
Cesar Chavez	57 [F]	64 [D]	63 [D]	60 [D]	64 [D]	54 [F]
Tennyson	70 [C]	78 [C]	80 [B]	85 [B]	79 [C]	82 [B]

*2022 reflects projected/potential scores and ratings.



Celebrations

Middle Schools



- ★ 100% of middle school tests were taken online.
- ★ Cesar Chavez Middle School is projected to have a higher campus rating than in 2019.
- ★ 97% of middle school Algebra 1 students scored Approaches or higher.
- ★ Districtwide:
 - 7th Grade Reading Growth = 77%
 - 8th Grade Reading growth = 79%
 - 8th Grade Math Growth = 74%+



Celebrations

High Schools



Comparison of
2021 to 2022

Algebra I App+	English I App+	English II App+	Biology App+	US History App+
65% [-1%]	42% [-4%]	53% [-3%]	62% [-1%]	72% [-10%]

	Projected Student Achievement STAAR (40%)	Projected Student Progress [English II and Algebra I first time testers only]
University HS	65 [D]	70 [C]
Waco HS	56 [F]	56 [F]

★ 66% of English II tests showed expected growth.



Celebrations

High Schools (cont'd)



	Projected CCMR [based on class of 2021: 40%]	2021 CCMR [based on class of 2020: no accountability ratings]		Projected Graduation Rate [based on class of 2021: 20%]	2021 4-year Graduation Rate [based on class of 2020: no accountability ratings]
University HS	50% = 82 [B]	52%	University HS	94.6% = 80 [B]	93.7%
Waco HS	51% = 82 [B]	47%	Waco HS	89.4% = 65 [D]	87.9%

- ★ Both campuses saw an increase in the 4-year graduation rate.
- ★ Both campuses will potentially be rated as a C.



BRAZOS HIGH PROJECTIONS

	STUDENT ACHIEVEMENT*		STUDENT PROGRESS		GRADUATION RATE		OVERALL SCORE	
	2022**	2019	2022**	2019	2022**	2019	2022*	2019
Brazos HS	52 [F]	67 [D]	N/A***	52 [F]	30 [F]	30 [F]	45 [F]	56 [F]

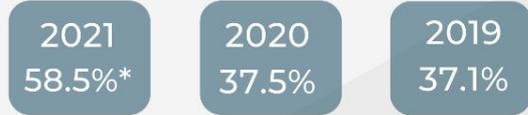
*Student Achievement = STAAR (40%); CCMR (40%); Graduation Rate (20%)

**2022 reflects projected/potential scores and ratings.

***As an AEC, Brazos High School does not qualify for a Domain 2 - Student Progress in the current system.

Note: Due to the inadequate nature of the current accountability system for high schools, TEA is creating a unique set of criteria to evaluate Drop Out Recovery Schools which will begin use with the Accountability Reset in 2023.

Graduation Rate = % of students who graduate within 4 years



*-8.5%

CCMR = % of annual graduates who have fulfilled a CCMR criteria





Waco ISD

2021 → 2022



WACO ISD 2021 → 2022 [Reading]

		DID NOT MEET	APPROACHES	MEETS	MASTERS
2021	3rd	52%	48%	19%	6%
2022		47%	53%	26%	14%
2021	4th	61%	39%	16%	6%
2022		37%	63%	35%	14%
2021	5th	44%	56%	28%	16%
2022		34%	66%	37%	20%
2021	6th	56%	44%	16%	7%
2022		51%	49%	23%	11%
2021	7th	47%	53%	28%	14%
2022		40%	60%	32%	18%
2021	8th	42%	58%	28%	10%
2022		28%	72%	41%	21%



WACO ISD 2021 → 2022 [Math]

		DID NOT MEET	APPROACHES	MEETS	MASTERS
2021	3rd	65%	35%	9%	3%
2022		58%	42%	19%	7%
2021	4th	67%	33%	13%	6%
2022		55%	45%	18%	7%
2021	5th	50%	50%	24%	11%
2022		40%	60%	26%	10%
2021	6th	51%	49%	19%	6%
2022		48%	52%	19%	6%
2021	7th	61%	39%	14%	5%
2022		63%	37%	16%	6%
2021	8th	59%	41%	15%	2%
2022		51%	49%	15%	3%



WACO ISD 2021 → 2022

[Science & Social Studies]

		DID NOT MEET	APPROACHES	MEETS	MASTERS
2021	Science	58%	42%	14%	4%
2022	5th	58%	42%	17%	6%
2021	Science	49%	51%	26%	11%
2022	8th	53%	47%	21%	9%
2021	SS	67%	33%	9%	3%
2022	8th	67%	33%	13%	6%



WACO ISD 2021 → 2022 [EOCs]

		DID NOT MEET	APPROACHES	MEETS	MASTERS
2021	Algebra I	35%	65%	33%	15%
2022		35%	65%	35%	21%
2021	Biology	40%	60%	29%	8%
2022		36%	64%	30%	8%
2021	English I	56%	44%	26%	3%
2022		61%	39%	23%	3%
2021	English II	45%	55%	38%	3%
2022		46%	54%	37%	3%
2021	US History	18%	82%	54%	26%
2022		19%	81%	53%	30%





Waco ISD // State 2022



WACO ISD // STATE [Reading]

		DID NOT MEET	APPROACHES	MEETS	MASTERS
STATE	3rd	23%	77%	52%	31%
WISD		47%	53%	26%	14%
STATE	4th	23%	77%	54%	28%
WISD		37%	63%	35%	14%
STATE	5th	20%	80%	57%	37%
WISD		34%	66%	37%	20%
STATE	6th	31%	69%	42%	22%
WISD		51%	49%	23%	11%
STATE	7th	22%	78%	54%	36%
WISD		40%	60%	32%	18%
STATE	8th	18%	82%	56%	36%
WISD		28%	72%	41%	21%



WACO ISD // STATE [Math]

		DID NOT MEET	APPROACHES	MEETS	MASTERS
STATE	3rd	30%	70%	42%	21%
WISD		58%	42%	19%	7%
STATE	4th	31%	69%	41%	23%
WISD		55%	45%	18%	7%
STATE	5th	25%	75%	46%	23%
WISD		40%	60%	26%	10%
STATE	6th	28%	72%	37%	15%
WISD		48%	52%	19%	6%
STATE	7th	41%	59%	29%	12%
WISD		63%	37%	16%	6%
STATE	8th	31%	69%	38%	13%
WISD		51%	49%	15%	3%



		DID NOT MEET	APPROACHES	MEETS	MASTERS
STATE	Science	34%	66%	37%	17%
WISD	5th	58%	42%	17%	6%
STATE	Science	27%	73%	43%	22%
WISD	8th	53%	47%	21%	9%
STATE	SS	41%	59%	29%	17%
WISD	8th	67%	33%	13%	6%



		DID NOT MEET	APPROACHES	MEETS	MASTERS
STATE	Algebra I	26%	74%	46%	30%
WISD		35%	65%	35%	21%
STATE	Biology	18%	82%	57%	23%
WISD		36%	64%	30%	8%
STATE	English I	37%	63%	48%	11%
WISD		61%	39%	23%	3%
STATE	English II	29%	71%	57%	9%
WISD		46%	54%	37%	3%
STATE	US History	11%	89%	71%	44%
WISD		19%	81%	53%	30%

