

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

Thursday, November 20, 2025 - 6:00 PM

A Regular Meeting of the Board of Trustees of Waco Independent School District will be held November 20, 2025, 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. **Moment of Silence and Pledge of Allegiance**
4. **Special Recognitions**
 - 4.A. Pledge Leaders
 - 4.B. Wesley Zuniga - Rubik's WCA World Championship Competitor
 - 4.C. Community Partner Award
5. **Superintendent's Report**
 - 5.A. Superintendent's Student Advisory Committee
 - 5.B. Thanksgiving in Waco ISD
6. **Information Items/Reports**
 - 6.A. Monthly Financial Reports for the Period ended October 31, 2025
 - 6.B. Intruder Detection Audit Report Finding Notice
7. **Consent Agenda: Consider and Take Appropriate Action**
 - 7.A. Amendments to the 2025-2026 Budget
 - 7.B. Bid Award for Education Software and Other School District Related Software
 - 7.C. Bid Award for Educational Consultants, Professional Development, and Other Student-Based Contracted Services
 - 7.D. Bid Award for Local Retailers' General Merchandise
 - 7.E. Bid Award for Maintenance Supplies, Equipment, and Services
 - 7.F. Bid Award for Alarm Monitoring Services
 - 7.G. Bid Award for Instructional Materials and Classroom Supplies
 - 7.H. Bid Award for Library Supplies, Equipment, and Services
 - 7.I. Bid Award for Miscellaneous Kitchen Equipment for the Child Nutrition Program

- 7.J. Bid Award for Stop Loss Insurance
- 7.K. Purchases in Excess of \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Service
- 7.L. Class Size Waivers
- 7.M. Resolution to Cast Votes in the McLennan County Appraisal District Board of Directors Election
- 7.N. Approve Amendment to Legal Services Agreement
- 7.O. Authorization to Execute the Sidewalk Easement for Waco High School
- 7.P. Approve the Use of 2021 Bond Funds for Re-Roofing South Waco Elementary
- 7.Q. Approve Master Service Agreement and Proposal From Armko Consulting for Roofing Consultant Services for South Waco Elementary School Re-Roofing
- 7.R. Resolution Regarding Bullet-Resistant Components of Law Enforcement Vehicles
- 7.S. Second Reading to Amend Board Policy CV (LOCAL) As Related to Prevailing Wage Rate
- 7.T. Approve Purchase of Domestic Water Booster Pumps for Waco High School
- 7.U. Board of Trustees Meeting Minutes
 - 7.U.1. October 30, 2025 - Regular Meeting
 - 7.U.2. November 4, 2025 - Special Meeting
- 8. **Consider, Discuss and Take Appropriate Action on Expanding Partnership with Waco Family Medicine to Include Behavioral Health Services**
Presenter: Dr. Tiffany Spicer and Dr. Jackson Griggs
- 9. **Review and Discuss Priority 3 - 3.1 Increase Parent and Family Engagement**
Presenter: Jill Anderson
- 10. **Consider, Discuss and Take Appropriate Action Renaming the Waco High School Athletics Weight Room**
Presenter: Ed Love
- 11. **Announcements**
- 12. **Review and Discuss Potential Contracts on Real Property**
- 13. **Consideration of Personnel**
 - 13.A. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee - Superintendent (Evaluation/Duties)
 - 13.B. Hear a Complaint or Charge Against an Officer or Employee
- 14. **Consider, Discuss and Take Appropriate Action on Superintendent Contract**
- 15. **Adjournment**

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: November 20, 2025

Contact Person: Jill Anderson

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 November, we have the pleasure of welcoming 10 students to help us lead the Pledge of Allegiance! From Lake Air Montessori, the Deaf and Hard of Hearing class including Richard Mills, Lily Wilson, Farrah Foster, Damien Rodriguez, Luis Reyna, and Kaled Arias were selected for this honor. Joining them from Lake Air Montessori are Adeline Allen, Xavier Allen, Reagan Maldonado, and Kailyn Maldonado.

Wesley Zuniga - Rubik’s WCA World Championship Competitor

Wesley Zuniga, a Tennyson Middle School student, attended the Rubik’s WCA World Championship in Seattle, WA, in June 2025. Originally intending to attend the competition, Wesley and his parents were thrilled when he qualified to compete.

Community Partner Award

Shepherd's Heart Food Pantry is deeply involved in supporting Waco ISD students and families through various food and holiday assistance programs.

They have established food pantries at Waco High and University High Schools to ensure students have access to food during the school day and an evening meal to take home.

The organization operates an estimated 7,000 families per month through mobile food distributions, utilizing about 300,000 lbs of food monthly. This includes a monthly distribution at Brook Avenue Elementary and numerous other sites across Waco ISD neighborhoods. A specific mobile food pantry will take place on Saturday, November 22, from 9 a.m. to 11 a.m. at Waco ISD Stadium.

For over 14 years, Shepherd's Heart has organized the annual Toys from the Heart program, providing Christmas gifts to numerous Waco ISD students and families.

Fiscal Implications:

None

Administration Recommendations:

For discussion only

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Sheryl Davis

RE: Monthly Financial Reports for the Period Ended October 31, 2025

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Background Information:

Attached are the compiled October 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 financial reports for the period ended October 31, 2025, 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

November 20, 2025

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 October 31, 2025 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 financial statements. These preliminary financial reports are prepared utilizing the following assumptions:

- Revenue: Recorded on a cash basis with adjustments to accrual basis made at August 31, 2026.
- 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, 2026. Outstanding encumbrances are included on the "Encumbrances and Expenditures by Fund, Function, and Object" schedule, only.
- Beginning Fund Balance: Represents August 31, 2025 unaudited 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 2025-2026 Revenues and Expenditures to Previous Fiscal Year as of October 31, 2025

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 October have increased \$931,731 over last year and, as a percent of estimated revenue, are ahead last year’s collections by approximately 1.5%. The increase in revenue is due to the increase in collections as the M&O tax rate for is unchanged between the 2024 and 2025 tax years. Even more significant is that, even though the appraised values of properties increased 1.8%, the new exemptions resulted in a decrease in taxable value of 4.7%.

5730 Tuition and Fees – Tuition for ineligible prekindergarten students is down \$27,025 or 69.6%. The overall loss in prekindergarten enrollment is 113 students or 14.5%.

5750 Extracurricular Activities – Revenues shown on the October report have decreased \$61,891 from last year or 28.6%. This decrease is primarily in football gate receipts and concession sales.

5810 Per Capita and Foundation School Program Revenue – Revenue has increased \$7.4 million over last year. Last year’s revenue was reduced to settle the overpayment in the 2023-2024 school year.

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 increase of \$3.9 million is primarily due to the tuition payments of \$2.3 million for students attending the Greater Waco Advanced Academies. Although the money remains in the District’s cash accounts, the offsetting revenue is reflected in the special revenue funds. Last year the tuition payments were not made until December so were not included in the October statement. The remaining increase is largely due to the significant increase in teacher pay.

12 Instructional Resources & Media – Expenditures have increased \$97,650 over last year. This is a result of transferring library staff out of ESSER funding and back into the general fund as of October 1, 2024.

13 Curriculum & Instructional Staff Development – Most of the \$110,571 increase is due to the purchase of Franklin Covey’s Leader in Me instructional framework of \$62,745.

51 Plant Maintenance and Operations – Expenditures have increased \$442,418 over last year. A number of factors are contributing to the increase increased utility costs and increased property insurance costs as well as the work on projects not completed in 2025. These increases were anticipated in developing the 2025-2026 budget.

53 Data Processing Services – The 20.8% increase in expenditures is due to a increase of \$275,543 in data processing supplies, equipment and software.

61 Community Services – The decrease of \$162,118 is twofold, partially due to the termination of the wrap-around services with Transformation Waco and the timing of payments for Community in Schools.

Child Nutrition Fund

Revenues:

5750 Extracurricular Activities – Revenues from catering and ala carte meals has decreased \$42,802 from last year.

5900 Federal Sources Revenue – Federal reimbursements for meals have decreased \$156,877 or 5.8% from last year. This is higher than the District’s 3.8% loss in enrollment, especially considering that there was one additional day of instruction during the months of September and October this year. As a participant in the Community Eligibility Program, the District’s percentage of reimbursement is based on direct certification from enrollment in other need-based programs for low-income students, such as SNAP, TANF, Medicaid, children in foster care or identified as homeless, migrant, or eligible for state-sponsored pre-kindergarten programs, as of April 1st. The reimbursement rate has for the 2025-2026 school year was once again set at 100%.

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 decreased \$523,357 from last year. The decrease is primarily due to equipment purchases of \$489,883 made in September and October last year.

Debt Service Fund

Revenues:

5710 Local Property Taxes – Property tax collections at the end of October have increased \$293,792 in comparison to last year. As discussed for the general fund, collections as a percent of budget have increased 1.5%.

Functional Expenditures:

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

97 Payments to Tax Increment Fund – Expenditures are consistent with last year and budget projections.

Proprietary Fund – Governmental Activities – Internal Service Fund

The District utilizes an Internal Services Fund to account for its self-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, administrative fees, and stop-loss or excess insurance costs.

As of October 31, 2025, expenses exceeded revenues by \$250,691. That is a \$154,257 improvement in performance compared to the prior year when expenses exceeded revenues by \$404,948. This improvement is due to the increase in employer contributions. And, while medical claims increased \$250,875, prescription drug claims decreased \$101,273. The following chart reflects net operations for the various programs accounted for in the fund:

Program	Revenues	Expenses	Net
Group Health Insurance	\$ 2,441,189	\$ 2,705,663	\$ (264,474)
Unemployment Compensation	12,470	0	12,470
Workers’ Compensation	144,118	142,805	1,313
Total	\$ 2,597,777	\$ 2,848,468	\$ (250,691)

Unemployment shows no expenses as of the end of October. This is due to a timing issue in paying the claims for the quarter ended September 30, 2025.

Workers’ compensation claims expenditures have decreased \$7,133 over last year. TASB’s administrative fee was paid at the beginning of the year and totals \$123,068, an increase of \$2,552 over last year.

Reserves for estimated incurred-but-not-reported (IBNR) claims for the fully self-funded health insurance plan totaled \$1,413,000 for medical claims with no run-out for prescription drugs, at August 31, 2025. This is an increase of \$751,000. Additionally, reserves for the estimated allocated loss adjustment expense (ALAE) for the partially self-funded workers’ compensation plan totaled \$249,336, a decrease of \$24,093. In total estimated liabilities for incurred-but-not-reported claims were \$1,662,336. The unaudited beginning net position at September 1, 2025 is projected to be \$1,989,218. This is an increase of \$348,968 over last year’s beginning fund balance.

Waco Independent School District
BALANCE SHEET
GENERAL FUND
As of October 31, 2025

ASSETS

Cash and Temporary Investments	\$	79,688,497
Property Taxes Receivable, Net of Allowance of \$1,362,782		1,942,709
Due from Other Governments		104,318
Accrued Interest		65,716
Due from Other Funds		1,390,586
Other Receivables		71,354
Inventories		322,825
Deferred Expenditures		3,108
Total Assets	\$	<u><u>83,589,114</u></u>

LIABILITIES

Accounts Payable	\$	411,886
Payroll Withholdings and Contributions Payable		1,746,934
Accrued Wages Payable		11,338,389
Unearned Revenue		5,255
Total Liabilities	\$	<u><u>13,502,464</u></u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	\$	1,942,709
Total Deferred Inflows of Resources	\$	<u><u>1,942,709</u></u>

FUND BALANCES

Nonspendable Fund Balance	\$	325,933
Restricted Fund Balance		-
Committed Fund Balance		2,316,754
Unassigned Fund Balance		65,501,253
Total Fund Balances	\$	<u><u>68,143,940</u></u>
Total Liabilities and Fund Balances	\$	<u><u>83,589,114</u></u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended October 31, 2025

GENERAL 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			
			10/31/2025	10/31/2024	10/31/2025	10/31/2024			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 64,323,431	64,323,431	1,862,811	908,306	1,985,717	1,053,985	(62,337,714)	3.09%	1.57%
5720 Services to Other Districts	75,000	75,000	10,466	18,089	20,460	18,089	(54,540)	27.28%	23.49%
5730 Tuition & Fees	130,000	130,000	1,314	19,563	11,826	38,851	(118,174)	9.10%	25.90%
5740 Other Local Revenue	3,306,080	2,378,804	326,050	261,739	603,395	604,292	(1,775,409)	25.37%	17.01%
5750 Extracurricular Activities	535,100	535,100	90,895	81,491	154,395	216,286	(380,705)	28.85%	57.01%
5760 Intermediate Source (C.E.D.)	342,600	342,600	-	-	-	-	(342,600)	0.00%	0.00%
Total Local Sources	\$ 68,712,211	67,784,935	2,291,536	1,289,188	2,775,792	1,931,503	(65,009,143)	4.09%	2.69%
STATE SOURCES									
5810 Per Capita & FSP Act	\$ 82,770,806	82,408,309	15,659,434	12,257,032	34,946,123	27,571,895	(47,462,186)	42.41%	38.16%
5830 Other State Program	8,022,521	8,022,521	593,734	577,275	1,190,868	1,155,978	(6,831,653)	14.84%	14.93%
Total State Sources	\$ 90,793,327	90,430,830	16,253,168	12,834,307	36,136,991	28,727,873	(54,293,839)	39.96%	35.92%
FEDERAL SOURCES									
5900 Federal Sources Revenue	2,969,400	2,969,400	85,088	197,005	157,369	237,811	(2,812,031)	5.30%	6.39%
Total Revenues	\$ 162,474,938	161,185,165	18,629,791	14,320,499	39,070,151	30,897,187	(122,115,014)	24.24%	19.87%
EXPENDITURES									
11 Instruction	\$ 93,906,052	94,421,731	9,357,971	8,698,624	20,927,871	16,984,087	73,493,860	22.16%	19.26%
12 Instructional Resources & Media	1,730,627	1,730,627	216,051	152,958	372,652	275,002	1,357,975	21.53%	19.33%
13 Curriculum & Staff Development	3,296,964	3,296,964	286,727	272,802	655,208	544,638	2,641,756	19.87%	16.44%
21 Instructional Leadership	3,236,966	3,236,966	299,628	304,021	600,824	614,551	2,636,142	18.56%	18.00%
23 School Leadership	9,450,823	9,534,660	918,258	882,815	1,829,431	1,736,462	7,705,229	19.19%	18.24%
31 Guidance, Counseling & Evaluation	7,661,768	7,674,851	812,997	715,380	1,591,856	1,429,398	6,082,995	20.74%	20.24%
32 Social Work Services	403,668	402,168	40,962	40,885	80,680	78,112	321,488	20.06%	14.37%
33 Health Services	1,651,775	1,651,775	164,001	175,763	321,186	341,641	1,330,589	19.44%	21.03%
34 Student Transportation	4,017,993	4,017,993	322,148	429,293	743,022	732,628	3,274,971	18.49%	12.28%
36 Extracurricular Activities	5,770,086	6,112,084	523,908	594,347	1,143,045	1,191,683	4,969,039	18.70%	21.13%
41 General Administration	6,089,657	6,108,769	495,559	489,161	1,159,070	1,160,321	4,949,699	18.97%	17.79%
51 Plant Maintenance & Operations	20,563,018	26,170,163	1,537,818	1,383,815	5,079,305	4,636,887	21,090,858	19.41%	21.04%
52 Security & Monitoring Services	4,351,661	4,352,644	411,716	383,591	791,804	866,246	3,560,840	18.19%	23.09%
53 Data Processing Services	3,559,527	3,559,527	527,098	372,659	1,624,636	1,345,354	1,934,891	45.64%	39.22%
61 Community Services	581,856	253,256	10,591	99,093	20,205	182,323	233,051	7.98%	17.46%
71 Debt Service	480,710	547,369	28,882	24,983	57,764	49,967	489,605	10.55%	15.71%
93 Shared Services Arrangements	325,000	325,000	-	-	-	-	325,000	0.00%	0.00%
95 Juvenile Justice Program	708,000	708,000	-	-	90,189	90,397	617,811	83.06%	16.29%
97 Payments to Tax Increment Fund	108,580	108,580	83	-	(1,870)	675	110,450	-0.19%	0.39%
99 Other Intergovernmental Charges	985,546	985,546	-	-	218,355	206,912	767,191	0.12%	22.13%
Total Expenditures	\$ 168,880,277	175,198,673	15,954,399	15,020,189	37,305,233	32,467,283	137,893,440	21.29%	10.33%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (6,405,339)	(14,013,508)	2,675,392	(699,690)	1,764,918	(1,570,096)	15,778,426		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	2,761,767	-	-	-	-	(2,761,767)		
8900 Other Uses	(298,171)	(298,171)	-	-	-	-	(298,171)		
Total Other Financing Source (Uses)	\$ (298,171)	2,463,596	-	-	-	-	(3,059,938)		
Total Changes in Fund Balances	\$ (6,703,510)	(11,549,912)	2,675,392	(699,690)	1,764,918	(1,570,096)	13,314,830		
Fund Balances, Beginning	50,940,275	66,379,022			66,379,022	65,203,260	-		
Fund Balances, Ending	\$ 44,236,765	54,829,110			68,143,940	63,633,164	13,314,830		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
GENERAL FUND
For the Period Ended October 31, 2025

								<i>(Memo)</i>	
		Payroll	Purchased & Contracted	Supplies & Materials	Other Operating	Debt Services	Capital Outlay	Total Year-to-Date	Total Year-to-Date
		Costs	Services	Costs	Costs	Costs	10/31/2025	10/31/2024	
		6100	6200	6300	6400	6500	6600	6000	6000
11	Instruction	\$ 17,787,689	2,748,495	642,439	162,959	-	6,842	21,348,424	19,261,017
12	Instructional Resources & Media	308,551	-	66,925	200	-	-	375,675	277,014
13	Curriculum & Staff Development	516,483	88,915	23,660	49,087	-	-	678,145	588,688
21	Instructional Leadership	547,585	12,334	33,163	51,653	-	-	644,735	659,868
23	School Leadership	1,776,410	35,368	25,314	20,949	-	-	1,858,040	1,766,221
31	Guidance, Counseling & Evaluation	1,463,881	83,124	104,647	5,157	-	-	1,656,809	1,444,386
32	Social Work Services	80,245	-	2	1,349	-	-	81,596	78,112
33	Health Services	319,420	460	3,281	937	-	-	324,099	342,313
34	Student Transportation	691,299	51,744	204,080	(71,993)	-	-	875,130	1,925,129
35	Child Nutrition	-	-	-	-	-	-	-	-
36	Co/Extracurricular Activities	611,208	464,503	255,787	289,811	-	-	1,621,309	1,420,008
41	General Administration	781,705	258,805	115,679	176,045	-	-	1,332,234	1,277,966
51	Plant Maintenance & Operations	1,762,928	2,419,662	651,684	2,044,107	-	174,713	7,053,094	5,874,663
52	Security & Monitoring Services	618,088	313,966	141,733	17,067	-	223,054	1,313,907	1,274,172
53	Data Processing Services	307,252	178,227	1,375,535	9,714	-	-	1,870,728	1,898,617
61	Community Services	19,306	94,000	1,240	655	-	-	115,201	299,150
71	Debt Service	-	-	-	-	122,872	-	122,872	49,967
81	Facilities Acquisition & Construction	-	-	-	-	-	-	-	-
93	Shared Services Arrangements	-	-	-	-	-	-	-	-
95	Juvenile Justice Program	-	-	-	90,189	-	-	90,189	90,397
97	Payments to Tax Increment Fund	-	-	-	(1,870)	-	-	(1,870)	675
99	Other Intergovernmental Charges	-	218,355	-	-	-	-	218,355	-
Total Expenditures & Encumbered Funds		\$ 27,592,050	6,967,959	3,645,168	2,846,014	122,872	404,609	41,578,671	38,528,362

Waco Independent School District
BALANCE SHEET
CHILD NUTRITION FUND
As of October 31, 2025

ASSETS

Cash and Temporary Investments	\$ 7,621,223
Due from Other Governments	2,447,434
Accrued Interest	16,679
Other Receivables	17,897
Total Assets	<u>\$ 10,103,233</u>

LIABILITIES

Accounts Payable	\$ 988,895
Accrued Wages Payable	224,461
Due to Other Funds	87,753
Total Liabilities	<u>\$ 1,301,109</u>

FUND BALANCES

Restricted Fund Balance	\$ 8,802,124
Total Fund Balances	<u>\$ 8,802,124</u>
Total Liabilities and Fund Balances	<u>\$ 10,103,233</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended October 31, 2025

CHILD NUTRITION FUND

	Adopted Budget	Amended Budget	(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly	Year-to-Date	Current	Prior Year			
			10/31/2025	10/31/2024	10/31/2025	10/31/2024			
REVENUES									
LOCAL SOURCES									
5740 Other Local Revenue	\$ 186,370	186,370	26,775	30,649	53,257	60,314	(133,113)	28.58%	92.79%
5750 Extracurricular Activities	650,435	650,435	56,945	81,222	110,209	153,011	(540,226)	16.94%	27.82%
Total Local Sources	\$ 836,805	836,805	83,720	111,871	163,465	213,325	(673,340)	19.53%	34.69%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 42,235	42,235	-	-	-	-	(42,235)	0.00%	0.00%
Total State Sources	\$ 42,235	42,235	-	-	-	-	(42,235)	0.00%	0.00%
FEDERAL SOURCES									
5900 Federal Sources Revenue	\$ 10,763,972	10,763,972	1,331,103	1,423,900	2,549,877	2,706,754	(8,214,095)	23.69%	24.98%
Total Revenues	\$ 11,643,012	11,643,012	1,414,823	1,535,771	2,713,343	2,920,079	(8,929,669)	23.30%	25.42%
EXPENDITURES									
35 Food Services	\$ 11,643,012	13,264,195	1,058,454	1,523,698	2,126,414	2,649,771	11,137,781	16.03%	19.08%
Total Expenditures	\$ 11,643,012	13,264,195	1,058,454	1,523,698	2,126,414	2,649,771	11,137,781	16.03%	19.08%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	(1,621,183)	356,369	12,073	586,928	270,308	2,208,111		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	-	-		
Total Other Financing Sources (Uses)	\$ -	-	-	-	-	-	-		
Total Changes in Fund Balances	\$ -	(1,621,183)	356,369	12,073	586,928	270,308	2,208,111		
Fund Balances, Beginning	7,320,007	8,215,196			8,215,196	7,704,506	-		
Fund Balances, Ending	\$ 7,320,007	6,594,013			8,802,124	7,974,814	2,208,111		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
CHILD NUTRITION FUND
For the Period Ended October 31, 2025

							<i>(Memo)</i>
	Payroll Costs	Purchased & Contracted Services	Supplies & Materials	Other Operating Costs	Capital Outlay	Total Year-to-Date 10/31/2025	Total Year-to-Date 10/31/2024
	<u>6100</u>	<u>6200</u>	<u>6300</u>	<u>6400</u>	<u>6600</u>	<u>6000</u>	<u>6000</u>
35 Food Services	\$ 802,243	1,260,235	283,798	64,954	1,518,677	3,929,907	4,339,329
Total Expenditures & Encumbered Funds	<u>\$ 802,243</u>	<u>1,260,235</u>	<u>283,798</u>	<u>64,954</u>	<u>1,518,677</u>	<u>3,929,907</u>	<u>4,339,329</u>

Waco Independent School District
BALANCE SHEET
DEBT SERVICE FUND
As of October 31, 2025

ASSETS	
Cash and Temporary Investments	\$ 6,295,738
Property Taxes Receivable, Net of Allowance of \$423,355	565,184
Due from Other Governments	46,205
Total Assets	\$ 6,907,127
LIABILITIES	
Accounts Payable	\$ -
Due to Other Funds	-
Due to Other Governments	-
Unearned Revenue	-
Total Liabilities	\$ -
DEFERRED INFLOWS OF RESOURCES	
Unavailable Revenues - Property Taxes	\$ 565,184
Total Deferred Inflows of Resources	\$ 565,184
FUND BALANCES	
Restricted Fund Balance	\$ 6,341,943
Total Fund Balances	\$ 6,341,943
Total Liabilities and Fund Balances	\$ 6,907,127

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended October 31, 2025

DEBT SERVICE FUND

	Adopted Budget	Amended Budget	(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly		Year-to-Date				
			Current 10/31/2025	Prior Year 10/31/2024	Current 10/31/2025	Prior Year 10/31/2024			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 21,584,124	21,584,124	631,871	333,996	680,640	386,849	(20,903,484)	3.15%	1.64%
5740 Other Local Revenue	454,261	454,261	19,692	16,308	38,512	32,767	(415,749)	8.48%	30.91%
Total Local Sources	\$ 22,038,385	22,038,385	651,563	350,304	719,152	419,616	(21,319,233)	3.26%	1.78%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 3,873,340	3,873,340	-	-	-	-	(3,873,340)	0.00%	0.00%
Total State Sources	\$ 3,873,340	3,873,340	-	-	-	-	(3,873,340)	0.00%	0.00%
Total Revenues	\$ 25,911,725	25,911,725	651,563	350,304	719,152	419,616	(25,192,573)	2.78%	1.61%
EXPENDITURES									
71 Debt Service	\$ 26,115,742	26,115,742	400	400	400	400	26,115,342	0.00%	0.00%
97 Payments to Tax Increment Fund	33,526	33,526	18		(206)	146	33,732	-0.61%	0.32%
Total Expenditures	\$ 26,149,268	26,149,268	418	400	194	546	26,149,074	0.00%	0.00%
Total Changes in Fund Balances	\$ (237,543)	(237,543)	651,145	349,904	718,958	419,070	956,501		
Fund Balances, Beginning	5,334,388	5,622,986			5,622,986	3,880,361	0		
Fund Balances, Ending	\$ 5,096,845	5,385,443			6,341,944	4,299,432	956,501		

Waco Independent School District
Statement of Net Position
Proprietary Fund
As of October 31, 2025

	Governmental Activities ----- Internal Service Fund
Assets	
Current assets:	
Due from other funds	\$ 2,779,428
Other receivables	-
Prepaid items-health insurance	790,465
Total assets	\$ 3,569,893
Liabilities	
Current liabilities:	
Accounts payable	169,030
Other current liabilities	\$ 1,662,336
Due to other funds	-
Total current liabilities	\$ 1,831,366
Total liabilities	\$ 1,831,366
Net position	
Unrestricted net position	\$ 1,738,527
Total net position	\$ 3,569,893

Waco Independent School District
Statement of Revenues, Expenses, and Changes in Net Position
Budget and Actual
For the Period Ended October 31, 2025

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 10/31/2025	Prior Year 10/31/2024	Current 10/31/2025	Prior Year 10/31/2024				
Operating revenues:									
Employee contributions:									
Group health	\$ 3,882,886	295,182	\$ 313,913	590,807	\$ 627,709	(3,292,079)	15.22%	16.55%	
Assessments to other funds:									
Group health	11,514,055	928,058	772,413	1,849,882	1,543,458	(9,664,173)	16.07%	14.15%	
Unemployment	66,387	6,175	7,141	12,470	18,040	(53,917)	18.78%	25.02%	
Workers compensation	781,564	67,455	75,928	136,515	174,912	(645,049)	17.47%	20.88%	
Wellness Program	-	-	-	500	-	500	-	0.00%	0.00%
Prescription drug rebates	2,971,655	-	-	-	-	(2,971,655)	0.00%	0.00%	
Insurance recovery	-	7,604	-	7,604	-	7,604	-	0.00%	
Total operating revenues	<u>\$ 19,216,547</u>	<u>1,304,475</u>	<u>1,169,395</u>	<u>2,597,777</u>	<u>2,364,119</u>	<u>(16,618,770)</u>	<u>13.52%</u>	<u>13.25%</u>	
Operating expenses:									
Administrative fees	\$ 1,274,068	65,180	123,893	263,741	366,172	1,010,327	20.70%	26.54%	
Claims expense:									
Medical claims	7,477,484	638,495	537,222	1,138,392	887,517	6,339,092	15.22%	12.25%	
Prescription drug claims	8,186,098	532,268	679,081	1,098,451	1,198,187	7,087,647	13.42%	18.06%	
Unemployment	75,177	-	-	-	-	75,177	0.00%	0.00%	
Workers compensation	611,638	17,478	-	19,737	12,604	591,901	3.23%	2.04%	
Stop-loss insurance	2,129,264	152,476	159,311	328,147	304,586	1,801,117	15.41%	16.19%	
Total operating expenses	<u>\$ 19,753,729</u>	<u>1,405,897</u>	<u>1,499,507</u>	<u>2,848,468</u>	<u>2,769,067</u>	<u>16,905,261</u>	<u>14.42%</u>	<u>15.52%</u>	
Change in net position	\$ (537,182)	<u>(101,422)</u>	<u>(330,112)</u>	(250,691)	(404,948)	286,491			
Net position:									
Net position, beginning	\$ 3,005,465			1,989,218	1,640,250	(1,016,247)			
Net position, ending	<u>\$ 2,468,283</u>			<u>1,738,527</u>	<u>1,235,302</u>	<u>(729,756)</u>			

Waco Independent School District
Statement of Cash Flows
For the Period Ended October 31, 2025

Proprietary Fund

	Governmental Activities ----- Internal Service Fund
Cash flows from operating activities:	
Cash received from employee contributions	\$ 295,182
Cash received from assessments to other funds	1,103,111
Cash payments for claims	(1,188,240)
Cash payments for stop loss premiums	(152,476)
Cash payments for professional and contracted services	(65,180)
Net cash provided by operating activities	\$ 0
Net increase in cash and cash equivalents	\$ 0
Cash and cash equivalents at beginning of year	-
Cash and cash equivalents at end of year	\$ 0
Reconciliation of operating income to net cash provided by operating activities:	
Operating gain (loss)	\$ (101,422)
Effects of increases and decreases in current assets and liabilities:	
Increase in receivables	(1,555,153)
Decrease in prepaid items	129,977
Decrease in accounts payable	1,526,597
Net cash provided by operating activities	\$ (0)

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: November 20, 2025

Contact Person: Dr. Suzanne Hamilton

RE: Intruder Detection Audit Report Finding Notice

Background Information:

TEA mandated unannounced intruder detection audits for school districts to ensure safety protocols are followed. Auditors check five key areas: exterior door security, campus access prevention, ID requirements at the front office, locked interior classroom doors per policy, and documented weekly exterior door sweeps.

University High School and Cesar Chavez Middle School received an audit visit on November 4, 2025, during which findings were noted at each campus.

As a result of this audit finding, the district has 60 days from the audit date to review this with the Board, develop and implement a corrective action plan, and submit evidence of these steps to TEA through the Sentinel dashboard. Minutes from the next Safety & Security Meeting, scheduled for February 19, 2026, will be updated for compliance verification in Sentinel.

Fiscal Implications:

None

Administration Recommendations:

This report is presented for public awareness. A corrective action plan is being implemented in compliance with TEA.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Sheryl Davis

RE: Amendments to the 2025-2026 Budget

=====

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 is a copy of the proposed amendment to the Official Budget identifying details of the request. The following summarizes the effect of the amendment by functional category.

Summary:

Amendment #012: Greater Waco Advanced Health Care Academy (Fund 497)

This amendment will reallocate funds from instructional extra-duty to security and monitoring services extra-duty for evening activities. 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	\$	115	Instruction
Use of Funds	\$	115	Security & Monitoring Services
Unearned Revenue Effect		None	

Amendment #013: District-wide (Fund 199)

This amendment will budget a software subscription renewal under plant maintenance and operations, offset by proceeds from capital lease, and reallocate a portion of the funds budgeted for the software to debt services principal and interest for the amortization of the agreement as required under Governmental Accounting Standards Board (GASB) Statement #96. 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	\$	178,473	Other Resources, Plant Maintenance & Operations
Use of Funds	\$	178,473	Debt Service, Plant Maintenance & Operations
Fund Balance Effect		None	

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

Fiscal Implications:

The amendments have no impact on fund balances.

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 November 20, 2025

Contact Person: S. Smith/J. Allen

RE: Bid Award for Education Software and Other School District Related Software

=====

Background Information:

Request for Proposal, RFP # 24-1277, Educational Software and other School District Related Software, have been received for the purpose of creating a list of vendors which can provide software needs for the District on an as needed basis. We have received sixty-seven (67) responses for this initial bid. We received three (3) additional vendors this past month and has been attached for your consideration.

In an effort to allow for maximum participation with our Educational Software and Other School District Related Software and in light of changes made in 2019 by the Texas Education Agency's, Financial Accountability Systems Resource Guide (FASRG) Module 5 Purchasing, the Purchasing 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 three (3) additional vendors for the Educational Software and Other School District Related Software, as presented.

Educational Software and Other School District Related Software

Vendors November 2025

Responding Supplier	City	State
Cyber Workforce (Coherent Cyber Education, LLC)	Dallas	TX
Reading Horizons (HEC Software, Inc.)	Kaysville	UT
Renaissance Learning	Wisconsin Rapids	WI
Previously Responding Supplier	City	State
806 Technologies, Inc.	Plano	TX
Accelerate Education	Anthem	AZ
Beable Education, Inc.	Lakewood	NJ
Blueprint (Spotlight Series Holdings)	Miami Beach	FL
BrainPOP LLC	New York	NY
Cengage Learning, Inc.	Mason	OH
Cignition, Inc.	Portola Valley	CA
Curriculum Associates, LLC	North Billerica	MA
Different Roads to Learning	New York	NY
Discovery Education, Inc.	Charlotte	NC
eCampus Systems (Figtree Technologies Inc)	McKinney	TX
E-Control Systems, Inc.	Sherman Oaks	CA
Edmentum, Inc.	Bloomington	MN
Education Advanced, Inc.	Tyler	TX
Edusmart (Learn-Ed)	Austin	TX
Encyclopaedia Britannica Inc.	Chicago	IL
Essential Skills (Essential Skills Software Inc)	Aurora	ON
ExploreLearning, LLC	Dallas	TX
Flinn Scientific, Inc.	Batavia	IL
Footsteps2Brilliance, Inc.	Washington	DC
FSS Software Topco LP (Follett Software, LLC)	McHenry	IL
GraceNotes, LLC.	Houston	TX
Hatch, Inc.	Winston Salem	NC
Heinemann (Greenwood Publishing Group LLC)	Portsmouth	NH
Houghton Mifflin Harcourt Publishing	Geneva	IL
I Support Learning, Inc.	Olathe	KS
iDismiss, LLC	Dallas	TX
Imagine Learning LLC	Tempe	AZ
Innovative Learning Concepts Inc.	Colorado Springs	CO
Insignia Software Corporation	Edmonton	AB
IXL Learning, Inc.	San Mateo	CA
Journeyed.com, Inc.	Allen	TX
Lab Resources, Inc.	Tomball	TX
Learning 2020 dba Penda Learning (Penda Learning)	Loveland	CO
Learning A-Z, LLC	Dallas	TX
Learning Without Tears	Cabin John	MD
Lexia Learning Systems LLC	Concord	MA
Lone Star Learning (Lone Star Learning Sales & Marketing, Inc.)	Lubbock	TX
MindRise Learning	Driftwood	TX
MobyMax (MobyMax Education, LLC)	Pittsburgh	PA
NoodleTools, Inc.	Pala Alto	CA

RFP # 24-1277
 Educational Software and Other School District Related Software
 Vendors November 2025

Previously Responding Supplier	City	State
Perch (Catalyft Labs, Inc.)	Cambridge	MA
Perfection Learning Corporation	Logan	IA
PROGRESS LEARNING LLC	Atlanta	GA
Rhythm Monster, LLC	Prairie Grove	AR
Romeo Music	Coppell	TX
Rosen Classroom Or Rosen Digital OR Jackdaw Publications (Rosen Publishing Group, Inc.)	New York	NY
Rosetta Stone LLC	San Mateo	CA
Savvas Learning Company	Paramus	NJ
ScholasticInc.	New York	NY
SchoolsPLP	Phoenix	AZ
Shafferware Technologies, LLC	Austin	TX
Sirius Education Solutions (Sirius Education Solutions LLC)	Austin	TX
Stats Medic, LLC	Grand Rapids	MI
STEMfinity, LLC	Boise	ID
Summit K12 Holdings Inc.	Austin	TX
Super Duper Publications (Super Duper Inc)	Greenville	SC
Teachers Discovery	Auburn Hills	MI
Teaching Strategies, LLC	Bethesda	MD
Telo AI, Inc.	Miami Beach	FL
The Writing Academy, LLC	Kemah	TX
ThinkCERCA.com, Inc.	Chicago	IL
Three Minute Theory (TTT United, LLC)	Oceanside	NY
TOPTALENT LEARNING	Plano	TX
TouchhMath Acquisition LLC (TouchMath LLC)	Colorado Springs	CO
Vernier Science Education (Vernier Software & Technology Inc.)	Beaverton	OR
visiOn cue LLC	Scottsdale	AZ

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith

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

=====

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 four (4) responses during the past month. The recommended vendors will be added to our previously approved list of four hundred forty-seven (447) 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 four (4) vendors for the Educational Consulting, Professional Development, and Other Student-Based Contracted Services bid, as presented.

Math Champions Professional Development, LLC

Company Name: Math Champions Professional Development, LLC
Street Address: 3127 Yellowstone Cir
City, State, Zip: Fort Collins, CO 80525
Contact Name: Wade Turner
Contact Phone Number: 970-691-3189
Contact Email Address: Wade@MathChampions.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: Training for schools & teachers using Singapore Math (SM) curriculum for PK-8.
Description of Services: Math Champions offers services to schools & teachers seeking to improve their math instruction using a Singapore Math curriculum, we do provide workshops designed for teachers interested in incorporating mental math & fluency strategies into their teaching. Training is interactive with participants playing the role of students to better understand SM's nuances. Curriculum Selection & Implementation Consulting-help you determine what materials will work best for your students & staff to craft a training schedule; New Implementation Training (Multi-day)-Helps a school implement a Singapore Math program. We work to develop a training agenda based on a school's history, needs, goals, staff & budget; Instructional Coaching Follow-ups-Teachers can't do what they can't envision; Parent Education Events-We offer parent coffees, nights or other events to introduce them to the essentials of SM; Jumpstart your Singapore Math Instruction-Our flagship workshop, Jumpstart is hands-on learning experience for K-8 Teachers, Coaches & Math Specialists that offers instruction on how to best use the Singapore Math approach.
Pricing: We bid jobs using an all-inclusive approach to bundle engagement fees, travel expenses & materials costs into a single quote.

Melissa Green

Company Name: Melissa Green
Street Address: 3232 N. 29th St.
City, State, Zip: Waco, TX 76708
Contact Name: Melissa Green
Contact Phone Number: 325-518-1641
Contact Email Address: melissa.green@templecollege.edu
Category of Service Provided: Judging Services
Target Audience: Middle School Clinician for one-act play Clinic
Description of Services: Watch, critique & offer assistance to the Waco ISD middle school one-act plays before contest.
Pricing: Fee to be finalized by Larry Carpenter, Director of Fine Arts

Teresa Lawrence

Company Name: Teresa Lawrence
Street Address: 1323 Kattner Rd
City, State, Zip: Riesel, TX 76682
Contact Name: Teresa Lawrence

Contact Phone Number: 214-215-9102
Contact Email Address: jlawrence22@sbcglobal.net
Category of Service Provided: Fine Arts Services (Band, Choir, Theater)
Target Audience: Support band, choir & orchestra directors & their students in a variety of services
Description of Services: Accompany for solo contests, choir contests, or any other event where a pianist is needed.
Pricing: Standard rates usually determined by the school district.

Three Box Strategic Communications (Three Box, Inc.)

Company Name: Three Box, Inc. (dba Three Box Strategic Communications)
Street Address: 740 E. Campbell Rd. Suite 465
City, State, Zip: Richardson, TX 75081
Contact Name: Amanda Hill
Contact Phone Number: 214-635-3022
Contact Email Address: ahill@threebox.com
Category of Service Provided: Professional/Staff Development Training
Target Audience: Waco ISD staff members who give media interviews
Description of Services: Group Media Training Seminar-Brand media & messaging audit, two-hour training seminar up to 25 team members with topics including: identifying the media, how to work with reporters, Waco ISD's media process, interview best practices, mastering messaging & bridging; Media Training Webinar Recording-training presented during the in-person seminar, recorded as a webinar & delivered in digital video format for the District's future use for on-demand trainings & future onboardings; Project Management-launch activities, dedicated Three Box account team, training facilitation logistics, including day-of agenda.
Pricing: Total for media training package is \$10,000, billed in two installments of \$5,000. Three Box programs are priced based on the team activities with hourly rates from \$125 to \$325. Additional services available at hourly rates.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith

RE: Bid Award for Local Retailers' General Merchandise

=====

Background Information:

Request for Proposal, RFP # 24-1263, Local Retailers' General Merchandise have been received for the purpose of creating a list of vendors from the Greater Waco Area that can provide supplies, equipment, and services for the District on an as needed basis. We have received sixty-two (62) responses for this initial bid. We received one (1) additional vendor this past month and has been attached for your consideration.

In an effort to allow maximum participation for vendors currently residing in the Greater Waco Area, as well as new vendors moving into the area, the Waco Independent School District is electing to engage in Extended Period for Multiple Award Contracts as allowed under the Texas Education Agency's, Financial Accountability Systems Resource Guide (FASRG), Module 5: Purchasing, exhibited below.

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.

Additional vendors will be added as needed. Vendors submitting a bid by the end of each month will be recommended 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 one (1) new vendor for the Local Retailers' General Merchandise, as presented.

RFP # 24-1263
Local Retailer's General Merchandise
Vendors for November 2025

New Responding Suppliers	City	State
Rapoport Academy/Triple Win Waco	Waco	TX
Previously Awarded Suppliers	City	State
2 Crazy B Designs	Hewitt	TX
25N Coworking Waco (25N Waco, LLC)	Waco	TX
A & K Express Inflatables (Orlando Ray Galindo-Beverly)	Waco	TX
A-1 Banner & Sign Co., Inc.	Waco	TX
ACE Fence & Supply (Ace Commercial Fence, Inc.)	Robinson	Tx
AHP Media Technology	Hewitt	TX
Air Flow Filter Service, Ltd	Waco	TX
ARC Abatement 1, Inc.	Waco	TX
Astro Events of Waco	Waco	TX
Award Specialties, Inc.	Waco	TX
Axiom Advertising (Bosque Forms, Inc.)	Waco	TX
Barnes & Noble	Waco	TX
Batteries Plus Waco/Temple/Harker Heights (Glacierbeach	Waco	TX
Bea-Real Ent	Waco	TX
Big Ben Dry Cleaners	Waco	TX
Bosque Fence and Supply, LLC. (Jeff Bray)	Waco	TX
Bugsdotcom Termite and Pest	Waco	TX
Centex Carpet & Interiors	Waco	TX
CTWP (Hayday, Inc.)	Waco	TX
Diesel Power Supply Co.	Waco	TX
DJ88 (Johnny Carreon)	Waco	TX
Dream Big Balloons	China Spring	TX
DuPuy Oxygen & Supply, Company, Inc.,	Waco	TX
Express Yourself Designs	Waco	TX
Firmin Business Forms	Waco	TX
Flow Plumbing Services, LLC	Waco	TX
Gene Ives Accoustic & Tile Co	Waco	TX
Gross-Yowell	Waco	TX
HEB Grocery Store	Waco	TX
Herff Jones/Overall Recognition (Overall Recognition LLC)	Waco	TX
Hidewilly (will Suarez)	Waco	TX
Hobby Lobby Creative Centers (Hobby Lobby Stores, Inc.)	Waco	TX
Hole in the Roof Marketing (Hole in the Roof)	Waco	TX
Integ	Waco	TX
Interstate Mobility	Waco	TX
Jeff's Balloons	Waco	TX
Kleen-Air Filter Services & Sales (Allison Enterprises Inc.)	Groesbeck	TX
Landscape Supply (Waco Landscape Supply, LP)	Waco	TX
Mardel Christian and Education (Mardel Inc.)	Waco	TX
North Waco Tropical Fish	Waco	TX
Paramount Waste Water (Paramount Porta-Potty)	Temple	TX

RFP # 24-1263
 Local Retailer's General Merchandise
 Vendors for November 2025

Previously Awarded Suppliers	City	State
Peerport Collective	Waco	TX
Pendley Party Productions & Rentals	Waco	TX
Resco (E & O Investments, LLC)	Waco	TX
Smoot-Anderson Co., Inc.	Waco	TX
Stanley Ford McGregor	McGregor	TX
Stephanie Asselin	Waco	TX
Swift Uniforms	Waco	TX
T&G Chemical and Supply	Waco	TX
T.E.A.M. Solutions, Inc.	Waco	TX
Tarpley Music Company, Inc.	Waco	TX
TDR COMP	Robinson	TX
Tessera Technology Group	Woodway	TX
Texas Security Equipment, Inc.	Waco	TX
Total Office Solutions	Waco	TX
Triple S Sports (Triple S Sales, Inc.	Waco	TX
Vincent Thomas	Waco	TX
Virkim, Inc.	Waco	TX
Waco Bounce House Rentals, LLC	Eddy	TX
Wesley Blanton Service Co/WBSCO	Hewitt	TX
Wizard Wash & Paint	Waco	TX
Wolfe Wholesale Florist, Inc.	Waco	TX

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith/G. Barrera

RE: Bid Award for Maintenance Supplies, Equipment, and Services

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Background Information:

Request for Proposal, RFP # 22-1229, Maintenance Supplies, Equipment, and Services have been received for the purpose of creating a list of vendors which can provide supplies, equipment, and services for the Facilities and Maintenance and Custodial Departments. Previously, we received one hundred seventy-four (174) responses for this bid. We received one (1) additional vendor this past month. The complete list has been attached for your consideration.

In an effort to allow for maximum participation with our Maintenance and Custodial 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 Purchasing 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 one (1) additional new vendor for the Maintenance Supplies, Equipment, and Services bid, as presented.

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for November 2025

Responding Supplier	City	State
Bowen Electric	Waco	TX
Previously Awarded Vendors	City	State
A&H Refrigeration Company, Inc.	Waco	TX
A-1 Banner & Sign Company, Inc.	Waco	TX
A-1 Vacuum Center, Inc.	Conroe	TX
AAA Elevator Inspections	Austin	TX
Access Lift & Service Company, Inc.	Peaster	TX
ACE Fence & Supply (Ace Commercial Fence, Inc.)	Robinson	TX
Acme Architectural Hardware	College Station	TX
AHP Media Technology	Hewitt	TX
Air Flow Filter Service, Ltd.	Waco	TX
Alamo Iron Works (Triple-S Steel Supply, LLC)	San Antonio	TX
ALERT Radar (DJ Hopkins, Inc.)	Mountain Home	AR
Allen Glass Company	Hewitt	TX
Alliance Electrical Group LLC	Woodway	TX
American Consulting	Austin	TX
ARC Abatement 1, Ltd.	Waco	TX
Arrow Magnolia International, Inc.	Dallas	TX
AutoCzech/Soljonhof	West	TX
B F Hurley Mat Co, Inc.	LaGrange	GA
B&B Repair Shop	West	TX
Bain Paper Company	Waco	TX
Barnett Contracting, Inc.	Waco	TX
Batteries Plus Waco/Temple/Harker Heights (Glacierbeach)	Waco	TX
Belfor (Belfor USA Group, Inc.)	Waco	TX
Benchmark Signs	Weatherford	TX
Bill's Discount Tire Service (Maria G. Castanon-Vega)	Waco	TX
Bleacher Service Company (Gilbert D. Trevino)	Moody	TX
Brandt (The Brandt Companies, LLC)	Waco	TX
Brem's Fencing LLC	Valley Mills	TX
Brewer Lock and Safe	Waco	TX
BUGSDOTCOM Termite and Pest	Waco	TX
Bullseye Glass (Bullseye Glass LLC)	Waco	TX
Carquest of Hewitt (Pavelka Truck and Auto Parts, Inc)	Hewitt	TX
CCP Industries, Inc. (The Tranzonic Companies)	Richmond Heights	OH
Centex Carpet & Interiors	Waco	TX
Central Texas Mobile Storage	Waco	TX
Century HVAC Distributing	Dallas	TX
CF Supply, Inc.	Waco	TX
CheckSammy, Inc.	Plano	TX
City Tire and Battery	Waco	TX
Clarks Small Engine Repair	Lacy Lakeview	TX
Cleaning Robotics, LLC	Luling	LA
Climatec, LLC	Austin	TX
Code-3 Fire & Safety Products	Waco	TX

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for November 2025

Previously Awarded Vendors	City	State
Communication Concepts	Fort Worth	TX
Competitive Choice, Inc.	Houston	TX
Complete Supply, Inc.	Dallas	TX
Core Controls	Dallas	TX
Dealers Electrical Supply	Waco	TX
DenaliCS (Denali Construction Services, LP)	Carrollton	TX
Dent Enterprises LLC	Desoto	TX
DH Pace Company, Inc.	Coppell	TX
Diesel Power Supply Company	Waco	TX
Duncan's Commercial Lock	Wichita Falls	TX
E&M Equipment Services	Palmer	TX
Emerge Services, LLC	Conroe	TX
Encore Fence	Temple	TX
Environmental Concerns, Inc.	Waco	TX
Epic Solar Control, LLC	McKinney	TX
Equipment Depot	Waco	TX
Fairway Supply	Irving	TX
Fastsigns Waco (Red Bird Digital Media LLC)	Waco	TX
Filterbuy Incorporated	Talladega	AL
Firetrol Protection Systems (Heather Foster)	Austin	TX
Fissco Supply (Frigelar North America DBA Fissco Supply)	Dallas	TX
Fitzgerald Lawscaper Ltd.	Woodway	TX
Flip Lok, LLC	Houston	TX
Flow Plumbing Services, LLC	Waco	TX
Fort Worth Window Cleaning, Inc.	Haltom City	TX
Fred's Power Wash (Washer Power)	Waco	TX
Gene Ives Acoustic & Tile Company	Waco	TX
Global Industrial (Global Equipment Company, Inc.)	Buford	GA
Grones Environmental Services	Waco	TX
Ground Penetrating Radar Systems	Maumee	OH
H & H Sign Co., Inc	Waco	TX
H. B. Blake Company	Hewitt	TX
Hardin & Associates Holdings, LLC	Carrollton	TX
HCS Inc. (MB Home Construction)	Waco	TX
Hensel Electric	Waco	TX
Herc Rentals, Inc.	Austin	TX
Hill Country Paints (Wendy Hui Anderson)	Waco	TX
Holt Cat (Holt Texas Ltd)	Waco	TX
Image Maker 4U, Inc.	Hughes Springs	TX
Independent Hardware, Inc.	Philadelphia	PA
Interboro Packaging Corporation	Montgomery	NY
Intercon Environmental, Inc.	Mansfield	TX
Intermountain Lock & Security Supply	Salt Lake City	UT
J.K. Brown	Moody	TX
Jackson Sign & Lighting	Waco	TX

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for November 2025

Previously Awarded Vendors	City	State
JGA Roofing	Waco	TX
JLM Contracting, LLC	Waco	TX
Justin Seed Company	Justin	TX
Kinco Inc., Overhead Door Co of Waco	Waco	TX
Lady Liberty Flag and Flagpole (Convict Hill Floor Covering & Design, Inc.	Austin	TX
Landscape Supply (Waco Landscape Supply, LP)	Waco	TX
LD Tebben Co/Pax Services Group	Waco	TX
Lea Park & Play, Inc.	Richardson	TX
Lennox Industries (Lennox Industries, Inc.)	Richardson	TX
Liftcrete Solutions (Green Foam Solutions, Inc.)	Waco	TX
Lonestar Chiller Systems (Lonestar Chiller Systems LLC)	Crawford	TX
Lonestar Truck Group Waco (Lonestar Freighliner Group, LLC	Waco	TX
Loop 340 Overhead Door (Sideline Enterprises, Inc.)	Waco	TX
Ludwig Saw AND Tool Sharpening	Waco	TX
M.A.N.S Distributors, Inc.	Carrollton	TX
Marks Plumbing Parts (John W Gasparini, Inc.)	Fort Worth	TX
MJM Commercial HVAC, LLC (Motl)	Robinson	TX
Morrison Supply Company (Reece USA)	Waco	TX
National Wholesale Supply Company	Woodway	TX
NEI Datacom (Nemmer Electric, Inc.)	Waco	TX
Newman Technology Solutions	Temple	TX
Otuy, Inc	Provo	UT
P&E Mechanical Contractors, LLC	Waco	TX
Parking Garage Solutions, LLC deb PGW Solutions	Houston	TX
Patriot Supply Company	Brady	TX
Perry Office Plus (Perry Office Products)	Temple	TX
Pioneer Steel and Pipe Co., Inc.	Waco	TX
Pioneer Vacuum Services, LLC	Waco	TX
Pye Barker Fire	Waco	TX
R&R Tactical, LLC	Hewitt	TX
Ranger Security Solutions (Ranger Elite Management, LLC)	Temple	TX
RBO Technologies, LLC	Waco	TX
Regian Tool and Equipment	Waco	TX
Resco (E & O investments, LLC)	Hewitt	TX
Richards Equipment Company	Waco	TX
Rob Pelletier Construction, Inc.	Dayton	TX
RTS Tactical (Ambitec Inc.	Miami Beach	FL
Ryberg Plumbing LLC	Waco	TX
School Bus Safety Company	Hudson	OH
Sentinel Air Conditioning and Heating	Spring	TX
Share Corporation	Milwaukee	WI
Sherwin Williams (The Sherwin Williams Company)	Waco	TX
Shiffler Equipment Sales, Inc.	Chardon	OH
Sims Plastics of Waco	Waco	TX
Smith Supply Co. LLC	Temple	TX

RFP # 22-1229
Maintenance Supplies, Equipment and Services
Vendors for November 2025

Previously Awarded Vendors	City	State
Smoot-Anderson Company, Inc.	Waco	TX
Solar Supply	Waco	TX
Southern Clean Pressure Washing (Michael Jackson)	Ferris	TX
Southern Tire Mart	Dallas	TX
Southwest Maintenance, LTD	Waco	TX
Starks Janitorial Services	Mesquite	TX
Steeles Garage Door Solutions	Belton	TX
Sunrise Environmental LLC (Jessica L Marquesen)	Bridgeport	TX
SWS Concrete Contractor (Scott W Schreiber)	Waco	TX
T & W Tire	Waco	TX
T&G Chemical and Supply	Waco	TX
T.E.A.M. Solutions, Inc. (Texas Energy & Automation Management Solutions, Inc.)	Waco	TX
Tanglewood ATX, LLC	Leander	TX
Tater's Cycles (Tater's Cycles, LLC)	Waco	TX
Temperature Control Systems, Inc.	Dallas	TX
Texas Alternator Starter Service (McAdamsGroup, LLC)	Austin	TX
Texas Security Equipment, Inc.	Waco	TX
The Reynolds Company (D. Reynolds Co., LLC)	Fort Worth	TX
The Roof Co. Waco, LLC	Waco	TX
TJ's Professional Painting and Construction, LLC	Red Oak	TX
Tradesman Service	Waco	TX
Trane	Fort Worth	TX
Truck Alignment Frame, LLC	Elm Mott	TX
Tuff Shed	Waco	TX
Tyggr Roofing & Construction Company	Morgan	TX
UniFirst Corporation	Hewitt	TX
Unifirst First Aid & Safety	Earth City	MO
United Ag & Turf	Waco	TX
United Refrigeration, Inc.	Waco	TX
Versalift Southwest	Waco	TX
Virkim, Inc.	Hewitt	TX
Visual Techniques	Longview	TX
Waco Fencing & Stuff	Waco	TX
Waco Hydro Wash	Waco	TX
Waco Lock and Key, LLC	Waco	TX
Washer Power, LLC	Waco	TX
WESCO Chemicals, Inc.	Waxahachie	TX
Winston Watercooler of Waco LTD	Waco	TX
Wizard Wash & Paint	Waco	TX
Woodard Builders Supply Company	Fort Worth	TX
Zed Security, LLC	Hickory Creek	TX

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith/C. Goodman

RE: Bid Award for Alarm Monitoring Services

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Background Information:

Request for Proposal, RFP # 25-1297, Alarm Monitoring Services, has been issued and opened for the purpose of awarding a contractor to provide the Alarm Monitoring Services on a 24-hour, 7 day a week basis. We received three (3) proposals for this solicitation, Firetrol Protection Systems, 1st FP Waco, LLC, and JM Electronic Engineering. After the Police Department evaluated the bids, it was determined that Firetrol Protection System offered the best value to the District and therefore recommends they be the awarded contractor. A bid tabulation along with a combine scoresheet is attached for your review

This bid will expire November 30, 2026 with three (3) additional one (1) year renewal options.

Fiscal Implications:

The cost of this service will be charged to the appropriate contracted services budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the bid award for Fire Alarm Repairs and Security & Fire Alarm Monitoring Services to Firetrol Protection System, as presented.

RFP # 25-1297
Alarm Monitoring Services
Bid Tabulation

Vendor	Price per Panel - Security	Price per Panel - Fire	Total Price for all panels
1ST FP Waco, LLC	\$ 36.00	\$ 40.00	\$ 76.00
Firetrol Protection Systems	\$ 15.00	\$ 40.00	\$ 55.00
JM Electronic Engineering	No Bid	\$ 56.00	\$ -

25-1297 - Alarm Monitoring Services - Scoring Round

Supplier	Rank	Score	Pricing	Experience Doing Business with Waco ISD	Experience doing this type of business	Based on External References	Based on external references for outsourced Monitoring Compa.	Fire Alarm Certification	Central Station U.L. Certification	
		100	35.00	5.00	10.00	10.00	15.00	15.00	5.00	5.00
Firetrol Protection Systems	1	63.33	35.00	5.00	7.67	3.33	2.33	0.00	5.00	5.00
1st FP Waco, LLC	2	38.33	25.33	0.00	7.67	2.00	3.33	0.00	0.00	0.00
JM Electronic Engineering, Inc.	3	19.33	0.00	0.00	7.67	6.67	0.00	0.00	3.33	1.67
		40.33	20.11	1.67	7.67	4.00	1.89	0.00	2.78	2.22

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith

RE: Approve Bid Award for Instructional Materials & Classroom Supplies

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Background Information:

Request for Proposal, Bid# 25-1295, for Instructional Materials & Classroom Supplies have been received for the purpose of creating a list of vendors which can be utilized by the District to provide goods and services for instructional materials and classroom supplies within the District on as needed basis. The District received one hundred seventy-eight (178) responses for this bid. A list of vendors is provided for your review. All valid responses, that met the scope of work, were accepted.

This bid will expire November 30, 2030.

Fiscal Implications:

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

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the list of vendors for the Instructional Materials & Classroom Supplies, as presented.

RFP # 25-1295
Instructional Materials & Classroom Supplies

Responding Supplier	City	State
3-C Technology	Lancaster	TX
7529PIANO.L.L.C.	Waco	TX
A to Z Books, LLC	West Seneca	NY
Abecedarian	Austin	TX
Accelerate Learning Inc.	Houston	TX
ACCO Brands USA LLC (ACCO Brands Corporation)	Lake Zurich	IL
Ace Mart Restaurant Supply Co	San Antonio	TX
ACP Direct (Affordable Computer Products, Inc.)	Dallas	TX
Adorama Inc.	New York	NY
American Ceramic Supply Company	Carrollton	TX
Amplify Education, Inc.	Brooklyn	NY
Attainment Company, Inc.	Verona	WI
Award Specialties, inc.	Waco	TX
Axiom Advertising (Bosque Forms, Inc)	WACO	TX
B.E. Publishing	Warwick	RI
Ballard & Tighe, Publishers (Educational IDEAS INC.)	Brea	CA
Barnes & Noble (Barnes & Noble Inc)	New York	NY
Batteries Plus Waco/Temple/Harker Heights (Glacierbeach)	Waco	TX
Betsy Ross Flag Girl, Inc.	Dallas	TX
Bio Corporation (Bio Company Inc)	alexandria Minnesota	MN
Blick Art Materials (Blick Art Materials LLC)	Galesburg	IL
Bound To Stay Bound Books	Jacksonville	IL
Broadcast Made Easy	Round Rock	TX
Brodart Co.	McElhattan	PA
Brown Industries, Inc.	Media	PA
Bruins Montessori Int'l USA Inc.	Dallas	TX
Capital Microscope Services, Inc	Marietta	GA
Capti (Charmtech Labs, LLC)	Buffalo	NY
Carnegie Learning, Inc.	Pittsburgh	PA
Carolina Biological Supply	Burlington	NC
Cengage Learning, Inc.	Independence	KY
Character Development and Leadership, LLC	Williamsburg	MI
Coast To Coast Computer Products, Inc.	Simi Valley	CA
Complete Book & Media Supply, Inc	Cedar Park	TX
Continental (The Continental Press Inc)	Elizabethtown	PA
Crisis Prevention Institute, Inc.	Milwaukee	WI
Cyber Workforce (Coherent Cyber Education, LLC)	Dallas	TX
Davis Publications, Inc.	Worcester	MA
DEMCO, Inc.	Madison	WI
Different Roads to Learning	New York	NY

Responding Supplier	City	State
Discount School Supply (Earlychildhood, LLC)	Monterey	CA
EAI Education (Eric Armin Inc)	Oakland	NJ
ECS Learning Systems	Spring Branch	TX
Edmentum, Inc.	Bloomington	MN
Educational Products, Inc. - EPI	Carrollton	TX
Encon Systems (Hovitz)	Sunnyvale	TX
Encore Data Products. Inc.	Lafayette	CO
Express Booksellers (Express Booksellers, LLC)	Dallas	TX
Fisher Science Education (Fisher Scientific Co., LLC)	PITTSBURGH	PA
Flatt Stationers, Inc	Mexia	TX
Flinn Scientific Inc	Batavia	IL
Follett Content Solutions, LLC	McHenry	IL
Frog Publications, Inc.	San Antonio	FL
Frog Street Press	Southlake	TX
GF Educators	Mineola	TX
Great Ideas for Teaching	Wrightsville Beach	NC
Great Minds PBC	Washington	DC
Gumdrop Books (Central Programs Inc.)	Bethany	MO
hand2mind, Inc.	Vernon Hills	IL
Harry K. Wong Publications, Inc.	Mountain View	CA
Heinemann (Greenwood Publishing Group LLC)	Portsmouth	NH
Hobby Lobby Creative Centers (Hobby Lobby Stores, Inc.)	Oklahoma City	OK
Hole in the Roof Marketing (Hole in the Roof)	Waco	TX
Houghton Mifflin Harcourt Publishing	Geneva	IL
INNOV8 TX (Parachute RGV LLC)	McAllen	TX
Integral Mathematics, Inc.	Frisco	TX
IXL Learning, Inc.	San Mateo	CA
J Appleseed, INC	Mankato	MN
Junior Library Guild (MT Library Services, LLC)	Dublin	OH
Just Right Reader	Irving	TX
Kai's Education	Fort Worth	TX
KAMICO Instructional Media, Inc.	Salado	TX
Kaplan Early Learning Co.	Lewisville	NC
Knowsys Educational Services, LLC	Ganado	TX
Lab Resources, Inc.	Tomball	TX
Lady Liberty Flag & Flagpole (Convict Hill Floor Covering & Design, Inc.)	Austin	TX
Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)	Carson	CA
Lama Sewing Kits, Inc.	Mount Airy	MD
LC ID Badging Supplies	Irving	TX
lead4ward, LLC	PLANO	TX
Learning Services (Destination Distribution Co. LLC)	Eugene	OR
Learning Without Tears (No Tears Learning, Inc)	Cabin John	MD
Lehrbook, LLC	Monsey	NY
Liberty Office Products (Liberty Data Products, Inc. dba: Liberty Office Products)	Houston	TX

Responding Supplier	City	State
Lockfast LLC	Loveland	OH
Loving Guidance LLC (Conscious Discipline Holdings LLC)	Sanford	FL
Mackin Educational Resources (Mackin Book Company)	Burnsville	MN
Maitri Learning	Westhampton	MA
Mardel Christian and Education (Mardel, Inc.)	Oklahoma City	OK
MaryRuth Books, INC.	Chagrin Falls	OH
Math GPS, LLC	Boerne	TX
MathWarm-Ups.com (Baker & Petsche Publishing LLC)	Round Rock	TX
Maxi Aids	Farmingdale	NY
McGraw-Hill School Education, LLC	Columbus	OH
McKesson Medical-Surgical Government Solutions LLC	Henrico	VA
Medicaleshop Inc.	New Milford	TX
MPS, c/c Bedford, Freeman & Worth Publishing Group (Macmillan Holdings, LLC)	New York	NY
Mr Disposable Inc	Ridgewood	NY
Mrs. Nelson's Book Company	Pomona	CA
Multi-Health Systems Inc.	Toronto	ON
Music In Motion	Plano	TX
Nasco	Ft. Atkinson	WI
Newsela	New York City	NY
NextWaveSTEM	Carol Stream	IL
ODP Business Solutions	Dallas	TX
Okapi Educational Publishing	Temecula	CA
O'Reilly Auto Parts (O'Reilly Auto Enterprises LLC)	Springfield	MO
Oriental Trading Company, Inc.	Omaha	NE
Otter Graphics Inc.	Oxnard	CA
Panyard, Inc.	Akron	OH
Pearson Education Inc.	Hoboken	NJ
Penn State Industries	Philadelphia	PA
Perfection Learning Corporation	Logan	IA
Perma-Bound Books (Hertzberg-New Method, Inc.)	Jacksonville	IL
PhonicsQ	Seattle	WA
PitscoEducation (Pitsco, Inc)	Pittsburg	KS
Pocket Nurse	Monaca	PA
Positive promotions	Hauppauge	NY
Precision Business Machines, Inc.	DeSoto	TX
Prestwick House Inc	Clayton	DE
PRO-ED, Inc.	Austin	TX
Project Lead The Way, Inc.	Indianapolis	IN
QEP Professional Books (QEP, Inc.)	Plano	TX
Quill Corporation	Lincolnshire	IL
Readiness Set Go! LLC	Houston	TX
Reading Horizons (HEC Software, Inc.)	Kaysville	UT
Realityworks	Eau Claire	WI
Really Good Stuff	Shelton	CT

Responding Supplier	City	State
Riverside Insights (Riverside Assessments, LLC)	Itasca	IL
Robert Arista	The Colony	TX
Robolink, Inc.	San Diego	CA
Romeo Music	Coppell	TX
Rosetta Stone LLC	San Mateo	CA
S & S worldwide	Colchester	CT
Saddleback Educational, Inc.	Pasadena	CA
Salem Press (EBSCO Publishing Inc.)	Hackensack	NJ
Savvas Learning Company LLC (Gateway Education Holdings LLC)	Paramus	NJ
ScholasticInc.	New York	NY
School Life (Imagestuff.com)	Spring	TX
School Mate (Morris Printing Group, Inc.)	Kearney	NE
School Specialty LLC	Greenville	WI
Sirius Education Solutions (Sirius Education Solutions LLC)	Austin	TX
Social Studies School Service	Culver City	CA
Social Thinking (Think Social Publishing, Inc)	Santa Clara	CA
Spark Innovations	Lakewood	CA
Spirit Monkey, LLC	San Antonio	TX
Staples Contract & Commercial	Framingham	MA
Stats Medic, LLC	Grand Rapids	MI
STEM Education Works	Lafayette	IN
STEMfinity, LLC	Boise	ID
Steve Weiss Music	Willow Grove	PA
Super Duper Publications (Super Duper Inc)	Greenville	SC
Superior Text, LLC	Birmingham	AL
Sweet Pipes (BRBM Publishing LLC)	The Colony	TX
Teachers Discovery (American Eagle Co Inc)	Auburn Hills	MI
Teaching Strategies LLC	Bethesda	MD
Texas Art Supply	Houston	TX
Texas Motion Sports LLC	Richardson	TX
Textbook Warehouse (Textbook Warehouse, LLC)	Alpharetta	GA
The Bach Company (El Dorado Trading Group, Inc. dba The Bach Company)	Mountain View	CA
The Booksource	Hazelwood	MO
The College Board (The College Entrance Examination Board)	New York	NY
The Master Teacher, Inc	Manhattan	KS
The Reading Warehouse Inc	Summerville	SC
The Tuba Exchange (Peruchia, LLC)	Durham	TX
The Writing Academy, LLC	Kemah	TX
True Colors International Inc	Santa Ana	CA
Unipak Corporation	Brooklyn	NY
VEX Robotics Inc.	Greenville	TX
VIS Enterprises	Plano	TX
Vista Higher Learning, Inc.	Boston	MA
Voyager Sopris Learning, Inc.	Dallas	TX

Responding Supplier	City	State
VWR international, LLC - Ward's Science (VWR Funding, Inc.)	Rochester	NY
W.W. Grainger	Waco	TX
Whole Phonics, Inc.	New York	NY
William H. Sadler, Inc.	New York	NY
Wood Etc. Co.	Irving	TX
YouthLight, Inc.	Chapin	SC

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith

RE: Approve Bid Award for Library Supplies, Equipment and Supplies

=====

Background Information:

Request for Proposal, Bid# 25-1294, for Library Supplies, Equipment and Services have been received for the purpose of creating a list of vendors which can be utilized by the District to provide goods and services for the campus libraries within the District and to be utilized on as needed basis. The District received forty-seven (47) responses for this bid. A list of vendors is provided for your review. All valid responses, that met the scope of work, were accepted.

This bid will expire November 30, 2030.

Fiscal Implications:

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

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the list of vendors for the Library Supplies, Equipment and Services, as presented.

RFP # 25-1294
Library Supplies, Equipment & Services

Responding Supplier	City	State
ACP Direct (Affordable Computer Products, Inc.)	Dallas	TX
Amazon Business	Seattle	WA
Barnes & Noble (Barnes & Noble Inc)	New York	NY
Bound To Stay Bound Books	Jacksonville	IL
Broadcast Made Easy	Round Rock	TX
Cengage Learning, Inc.	Independence	KY
Coast To Coast Computer Products, Inc.	Simi Valley	CA
Complete Book & Media Supply, Inc	Cedar Park	TX
Delaney Educational Enterprises	Peotone	IL
DEMCO, Inc.	Madison	WI
Discount School Supply (Earlychildhood, LLC)	Monterey	CA
EastWest Books (Lerner Publishing Group)	Minneapolis	MN
Encon Systems (Hovitz)	Sunnyvale	TX
Express Booksellers (Express Booksellers, LLC)	Dallas	TX
Follett Content Solutions, LLC	McHenry	IL
Gumdrop Books (Central Programs Inc.)	Bethany	MO
J Appleseed, INC	Mankato	MN
Junior Library Guild (MT Library Services, LLC)	Dublin	OH
Kaplan Early Learning kCo.	Lewisville	NC
KenHome Automation Incorporated	Dallas	TX
Knowsys Educational Services, LLC	Ganado	TX
Lakeview Books (Lerner Publishing Group)	Minneapolis	MN
Lehrbook, LLC	Monsey	NY
Lerner Publishing Group	Minneapolis	MN
Libraria (Children's Plus, Inc.)	Beecher	IL
Mackin Educational Resources (Mackin Book Company)	Burnsville	MN
Magazine Subscriptions PTP	Austin	TX
MaryRuth Books, INC.	Chagrin Falls	OH
Mitinet, Inc	Bethany	MO
ODP Business Solutions	Dallas	TX
Oriental Trading Company, Inc.	Omaha	NE
Perma-Bound Books (Hertzberg-New Method, Inc.)	Jacksonville	IL
QUILL CORPORATION	Lincolnshire	IL
Rainbow Book Company	Crete	IL
REALLY GOOD STUFF	Shelton	CT
Red Brick Resoures	Apple Valley	MN
Romeo Music	Coppell	TX
S & S worldwide	Colchester	CT
Salem Press (EBSCO Publishing Inc.)	Hackensack	NJ
Savvas Learning Company LLC (Gateway Education Holdings LLC)	Paramus	NJ
School Specialty LLC	Greenville	WI

Responding Supplier	City	State
STEMfinity, LLC	Boise	ID
Teaching Strategies LLC	Bethesda	MD
Textbook Warehouse (Textbook Warehouse, LLC)	Alpharetta	GA
The Library Store, Inc	Tremont	IL
W.T. Cox Information Services (Cox Subscriptions, Inc.)	Shallotte	NC
Willow Lane Education (Lerner Publishing Group Inc)	Minneapolis	MN

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith/T. Acala

RE: Bid Award for Miscellaneous Kitchen Equipment for the Child Nutrition Program

=====
Background Information:

Competitive Sealed Bid (CSB) # 25-1300, has been issued and opened for the purpose of soliciting a qualified vendor to provide miscellaneous kitchen equipment for the Child Nutrition Services Department to be used at various location within the District We received five (5) responses for this bid.

Due to Texas Department of Agriculture (TDA) requirements, all Child Nutrition purchases over \$50,000, must be bid under a formal procurement method and requires all bidding documents, evaluations and bid tabulation be forwarded to Texas Department of Agriculture (TDA) for formal approval. Therefore, final award of this bid is contingent upon TDA approval.

This bid consisted of five (5) line items in which bidder were instructed to bid “All Line Items”. We received one proposal with only three (3) lines bid and therefore this vendor did not receive any points for price. The evaluation committee evaluated each proposal to ensure the District received the best value and as a result, recommends that the bid be awarded to Pasco Brokerage, Inc. The pricing and evaluation worksheets are attached for your review.

Fiscal Implications:

The total cost of the awarded equipment is \$369,380.00 and is contingent on approval from Texas Department of Agriculture (TDA).

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the Miscellaneous Kitchen Equipment for Child Nutrition Programs to Pasco Brokerage, Inc., upon approval by the Texas Department of Agriculture, as presented.

CSB # 25-1300

Miscellaneous Kitchen Equipment for the Child Nutrition Program

Responding Supplier	City	State	Lines Responded	Response Total
Douglas Equipment (Douglas Food Stores Inc)	Bluefield	WV	3	\$272,351.38
Green Dream International LLC	Erie	PA	5	\$363,244.56
Pasco Brokerage, Inc.	Plano	TX	5	\$369,380.00
Indoff LLC DBA The Source Commercial Furnishing + Relocation Services	St. Louis	MO	5	\$388,434.00
Chefs Depot	Spring Valley	NY	5	\$407,834.30

Douglas Equipment received no points for price as they did not bid all line items as required in the bid

Scoring Detail

25-1300 - CNS Miscellaneous Kitchen Equipment - Scoring Round

Supplier	Rank	Score	Price	Past Experience with Waco ISD	Experience doing business with other School District	Reputation of Vendor (based on References)	Timely Delivery
		100	50.00	10.00	10.00	20.00	10.00
Pasco Brokekrage, Inc.	1	92.84	49.17	10.00	10.00	16.67	7.00
Chefs Depot	2	82.53	44.53	10.00	10.00	10.00	8.00
Indoff LLC DBA The Source Comm	3	67.43	46.76	0.00	5.00	10.00	5.67
Green Dream International LLC	4	67.33	50.00	0.00	5.00	6.67	5.67
Douglas Equipment	5	29.33	0.00	6.67	8.33	10.00	4.33
		67.89	38.09	5.33	7.67	10.67	6.13

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith/S. Davis

RE: Bid Award for Stop Loss Insurance

=====

Background Information:

Request for Proposal, RFP # 25-1292, Stop Loss Insurance, was issued and opened to award a contract to a provider of Stop Loss Insurance for our self-insured health and prescription drug plan. The purpose of stop loss insurance is to help an employer manage unexpectedly high medical costs. With stop loss insurance, the employer's out-of-pocket is capped at an agreed amount, both for specific claims and in the aggregate. If costs exceed that threshold, any additional expenses are covered by the stop loss policy. The District currently carries \$150,000 in specific stop loss. This means for any claim whose accumulated expenses exceed \$150,000, the maximum amount that the district will pay on that claim is \$150,000. The insurer will reimburse the district for any claim amounts that exceed the \$150,000 cap.

The issued RFP requested premium quotes for plans with specific deductibles of \$150,000, \$175,000, and \$200,000. The District received four (4) proposals for this insurance; United Healthcare, Sun Life, ISU and Voya. In the original responses, the lowest pricing was United Healthcare with a deductible of \$150,000. Only two carriers chose to provide a Best and Final Offer (BAFO) firm rate. Those two were United Healthcare and Sun Life.

As part of the evaluation process, our insurance consultant obtained actuarial projections of cost impact at each of the three deductibles. Even with the savings in premiums, it is projected that the higher deductibles will result in additional cost to the District. This analysis is attached. Based on the projections, the administration decided to continue with the \$150,000 deductible. Current claims and related potential reimbursements suggests that the District is expected to received \$1,184,355.00 in stop loss insurance reimbursements for the nine months of January through September, 2025.

Based on the proposals and analysis, as well as the firm BAFO from United Healthcare and Sun Life, it was determined that the proposal from United Healthcare was the best value to the district and recommends the bid be awarded accordingly. Fee schedules and the bid analysis is also attached for your review.

Fiscal Implications:

The annual premium for this plan is \$2,364,833.00 which will be funded from the District's self-insurance fund.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the bid award for Stop Loss Insurance to United Healthcare, as presented.



Waco ISD Stop Loss RFP Analysis

November 6th, 2025



Gallagher

Insurance | Risk Management | Consulting

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Executive Summary

UHC

- Incumbent
- No Lasers
- Option to laser at renewal
- Firm through 11/28/2025

SunLife

- No new laser at renewal with 50% rate cap
- No Lasers
- Firm through 11/21/2025

Bid Summary

Stop Loss Summary

Carrier	Specific Deductible	Contract Terms	Total Fixed Costs	Maximum Claims Funding	Firm Through	Lasers	Fixed Cost \$ Change Over Current	Fixed Cost % Change Over Current
Current UHC	\$150,000	Paid	\$1,899,299	\$17,973,209	—	None	—	—
\$150,000 ISL								
UHC Renewal	\$150,000	Paid	\$2,364,633	\$20,525,254	11/28/2025	Option to laser at renewal	\$465,334	25%
SunLife	\$150,000	24/12	\$2,408,389	\$22,213,564	11/21/2025	No New Laster with 50% rate cap	\$509,090	27%
\$175,000 ISL								
UHC Renewal	\$175,000	Paid	\$2,173,824	\$20,716,263	11/28/2025	Option to laser at renewal	\$274,525	14%
SunLife	\$175,000	24/12	\$2,132,066	\$22,682,095	11/21/2025	No New Laster with 50% rate cap	\$232,767	12%
\$200,000 ISL								
UHC Renewal	\$200,000	Paid	\$1,974,024	\$20,916,263	11/28/2025	Option to laser at renewal	\$74,725	4%
SunLife	\$200,000	24/12	\$1,901,097	\$23,119,657	11/21/2025	No New Laster with 50% rate cap	\$1,798	0%



Waco ISD
Stop Loss Simulation Analysis - Expected
Number of Claimants
1/1/2026 - 12/31/2026

Assumptions:
 Effective Date: 1/1/2026 - 12/31/2026
 Projected Employee Count: 1,699
 Simulation Runs: 1,000
 Normative Source Data: GBSInsider
 Percentile Sort Based on Number of Claimants

	Current Renewal	Option 2	Option 3	Option 4	Option 5
Specific Deductible	\$150,000	\$175,000	\$200,000	\$250,000	\$300,000
<i>Expected Number of Claimants Over Specific Deductible</i>					
10 Percentile	13.00	10.00	8.00	5.00	3.00
20 Percentile	15.00	12.00	9.00	6.00	4.00
30 Percentile	16.00	13.00	10.00	7.00	5.00
40 Percentile	18.00	14.00	11.00	7.00	5.00
50 Percentile	19.00	15.00	12.00	8.00	6.00
60 Percentile	20.00	16.00	13.00	9.00	7.00
70 Percentile	21.00	17.00	14.00	10.00	7.00
80 Percentile	22.00	18.00	15.00	10.00	8.00
90 Percentile	25.00	20.00	17.00	12.00	9.00

Waco ISD
 Stop Loss Simulation Analysis - Projected Cost Impact Summary
 1/1/2026 - 12/31/2026



	Current Renewal	Option 2	Option 3	Option 4	Option 5
Specific Deductible	\$150,000	\$175,000	\$200,000	\$250,000	\$300,000
Aggregating Specific Deductible	\$0	\$0	\$0	\$0	\$0
Total Premium	\$0	\$0	\$0	\$0	\$0
Premium Difference from Current Renewal	N/A	\$0	\$0	\$0	\$0
<i>Claim Cost Difference From Current Renewal</i>					
10 Percentile	N/A	\$298,521	\$541,207	\$859,702	\$1,063,544
20 Percentile	N/A	\$340,336	\$607,977	\$988,713	\$1,262,072
30 Percentile	N/A	\$368,899	\$663,017	\$1,083,455	\$1,377,869
40 Percentile	N/A	\$395,378	\$707,789	\$1,158,390	\$1,487,359
50 Percentile	N/A	\$420,697	\$760,607	\$1,255,181	\$1,601,872
60 Percentile	N/A	\$445,409	\$809,992	\$1,338,259	\$1,725,187
70 Percentile	N/A	\$474,065	\$859,103	\$1,433,320	\$1,841,006
80 Percentile	N/A	\$509,653	\$920,514	\$1,538,319	\$1,989,626
90 Percentile	N/A	\$558,012	\$1,024,494	\$1,714,635	\$2,217,229
<i>Net Difference From Current Renewal : Premium Difference + Claim Cost Difference</i>					
10 Percentile	N/A	\$298,521	\$541,207	\$859,702	\$1,063,544
20 Percentile	N/A	\$340,336	\$607,977	\$988,713	\$1,262,072
30 Percentile	N/A	\$368,899	\$663,017	\$1,083,455	\$1,377,869
40 Percentile	N/A	\$395,378	\$707,789	\$1,158,390	\$1,487,359
50 Percentile	N/A	\$420,697	\$760,607	\$1,255,181	\$1,601,872
60 Percentile	N/A	\$445,409	\$809,992	\$1,338,259	\$1,725,187
70 Percentile	N/A	\$474,065	\$859,103	\$1,433,320	\$1,841,006
80 Percentile	N/A	\$509,653	\$920,514	\$1,538,319	\$1,989,626
90 Percentile	N/A	\$558,012	\$1,024,494	\$1,714,635	\$2,217,229

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Level	Category	Level	Category	Level	Category
A++, A+.....	Superior	B, B-.....	Fair	D.....	Poor
A, A-.....	Excellent	C++, C+.....	Marginal	E.....	Under Regulatory Supervision
B++, B+.....	Very Good	C, C-.....	Weak	F.....	In Liquidation
				S.....	Rating Suspended
FINANCIAL SIZE CATEGORIES					
FSC I		Up to 1,000	FSC IX	250,000 to	500,000
FSC II	1,000 to	2,000	FSC X	500,000 to	750,000
FSC III	2,000 to	5,000	FSC XI	750,000 to	1,000,000
FSC IV	5,000 to	10,000	FSC XII	1,000,000 to	1,250,000
FSC V	10,000 to	25,000	FSC XIII	1,250,000 to	1,500,000
FSC VI	25,000 to	50,000	FSC XIV	1,500,000 to	2,000,000
FSC VII	50,000 to	100,000	FSC XV	2,000,000 or	more
FSC VIII	100,000 to	250,000	(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)		
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Market Survey

Carrier	A.M. Best Rating	Line of Coverage	Result	Broker Compensation (if other than Consulting Fee)	
				Commission	Supplementary Compensation
Berkley	A+	Stop Loss	Uncompetitive	0%	N/A
Berkshire Hathaway	A++	Stop Loss	Uncompetitive	0%	N/A
Evo Risk	A+	Stop Loss	Uncompetitive	0%	N/A
HCC	A++	Stop Loss	Uncompetitive	0%	N/A
ISU	A+	Stop Loss	Quoted - Declined to Firm	0%	N/A
Partner Re	A+	Stop Loss	Uncompetitive	0%	N/A
QBE	A	Stop Loss	Uncompetitive	0%	N/A
Sun Life	A+	Stop Loss	Quoted	0%	N/A
Symetra	A	Stop Loss	Uncompetitive	0%	N/A
UHC	A+	Stop Loss	Quoted	0%	N/A
Voya	A	Stop Loss	Quoted - Declined to Firm	0%	N/A

Blanket Statements

Coverage Analysis Statements

Sun Life:

The Sun Life mirroring endorsement covers claims paid in accordance with the terms of the plan that are incurred and paid during the Claims Basis, subject to certain limited exclusions generally involving plan administration expenses and expenses not payable under the plan.

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Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: S. Smith

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

=====

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 November 6, 2025:

Purchasing Cooperative:

1. Honey Roofing Systems LLC - \$127,806.00 – Repair roof damage due to hail/TASB claim funded for G.L. Wiley – TIPS Contract # 24060401
2. Honey Roofing Systems LLC - \$399,975.00- Replace roof at Cedar Ridge Elementary – TIPS Contract # 24060401

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: November 20, 2025

Contact Person: Jerry Allen

RE: Class Size Waiver

=====

Background Information

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades kindergarten (K) through four meet the requirements of TEC §25.112. As a District of Innovation, Waco is exempt from requirements of TEC §25.112 after the first six weeks of instruction but must report and submit a waiver for any class that exceeds the mandated student teacher ratio during the first six weeks.

The following classes, by campus and grade level, exceeded the TEC Limit during the first six weeks and will require submission of a Class Size Waiver:

- Bell’s Hill - Kindergarten, Grade 1, Grade 3 (x2), Grade 4
- Dean Highland - Grade 2
- South Waco - Grade 4 (x3)
- West Avenue - Kindergarten
- Parkdale - Grade 1
- Brook Avenue - Grade 2 (x2), Grade 4 (x2)
- Cedar Ridge - Grade 3
- Crestview - Pre K, Grade 2 (x3)
- JH Hines - Kindergarten (x2), Grade 2
- Kendrick - Grade 3

Total: 24 classrooms

Fiscal Implications

NA

Administrative Recommendation(s):

Approve the submission of Class Size Waivers to TEA.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Dr. Tiffany Spicer

RE: Resolution to Cast Votes in the McLennan County Appraisal District Board of Directors Election

=====
Background Information:

In compliance with Section 6.03 of the State Property Tax Code, the McLennan County Appraisal District's (MCAD) Chief Appraiser has calculated that the Waco Independent School District is entitled to cast a total of 810 votes in the election of the five-member Board of Directors of the MCAD.

Attached is a copy of the vote calculation, the ballot listing the names of the candidates who have been nominated by the various taxing entities, and the resolution to cast the vote.

The deadline to submit a ballot is December 15, 2025, except for Midway ISD and Waco ISD, the City of Waco, McLennan County and the McLennan Community College. These entities must determine its vote by a resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body.

Fiscal Implications:

None.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees cast 810 votes for Jim Patton.

**MCLENNAN CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS
ALLOWABLE VOTES BY ENTITY**

TAXING UNIT	Preceding YR Tax Levy 2024	PERCENT OF TOTAL LEVY	CALCULATED 2026 TERM VOTES
TOTAL	565,030,621	100%	5,000
SCHOOL DISTRICTS			
AXTELL ISD	1,708,655.84	0.302401%	15
BOSQUEVILLE ISD	3,439,703.98	0.608764%	30
BRUCEVILLE-EDDY ISD	2,066,630.98	0.365756%	18
CHINA SPRING ISD	14,018,586.83	2.481031%	124
CONNALLY ISD	10,056,813.07	1.779870%	89
CRAWFORD ISD	3,431,317.66	0.607280%	30
GHOLSON ISD	638,050.84	0.112923%	6
HALLSBURG ISD	1,010,634.13	0.178864%	9
LA VEGA ISD	18,638,309.90	3.298637%	165
LORENA ISD	8,512,770.11	1.506603%	75
MART ISD	1,470,945.91	0.260330%	13
McGREGOR ISD	10,241,246.18	1.812512%	91
MIDWAY ISD	77,526,380.51	13.720740%	686
MOODY ISD	2,151,795.99	0.380828%	19
OGLESBY ISD	8,086.42	0.001431%	0
RIESEL ISD	4,422,789.41	0.782752%	39
ROBINSON ISD	9,884,053.97	1.749295%	87
VALLEY MILLS ISD	866,580.82	0.153369%	8
WACO ISD	91,500,174.46	16.193844%	810
WEST ISD	6,699,347.83	1.185661%	59
COUNTY			
McLENNAN COUNTY	93,963,740.34	16.629849%	831
McLENNAN COMMUNITY COLLEGE	40,532,599.61	7.173523%	359
CITY			
BELLMEAD, CITY OF	2,532,279.52	0.448167%	22
BEVERLY HILLS, CITY OF	785,599.73	0.139037%	7
BRUCEVILLE-EDDY, CITY OF	483,152.36	0.085509%	4
CRAWFORD, CITY OF	511,527.58	0.090531%	5
GHOLSON, CITY OF	37,154.42	0.006576%	0
GOLINDA, CITY OF	41,297.65	0.007309%	0
HALLSBURG, CITY OF	24,124.10	0.004270%	0
HEWITT, CITY OF	8,458,696.63	1.497033%	75
LACY-LAKEVIEW, CITY OF	3,227,914.38	0.571281%	29
LEROY, CITY OF	27,340.94	0.004839%	0
LORENA, CITY OF	1,101,681.31	0.194977%	10
MART, CITY OF	611,300.15	0.108189%	5
McGREGOR, CITY OF	4,722,626.91	0.835818%	42
MOODY, CITY OF	499,999.72	0.088491%	4
RIESEL, CITY OF	265,619.60	0.047010%	2
ROBINSON, CITY OF	6,973,450.94	1.234172%	62
VALLEY MILLS, CITY OF	10,886.58	0.001927%	0
WACO, CITY OF	122,933,836.58	21.757022%	1,088
WEST, CITY OF	2,026,118.32	0.358586%	18
WOODWAY, CITY OF	6,966,798.51	1.232995%	62

OFFICIAL BALLOT

SELECTION OF TWO (2) MEMBERS FOR THE BOARD OF DIRECTORS
OF THE McLENNAN CENTRAL APPRAISAL DISTRICT

ENTER THE NUMBER OF VOTES IN THE SQUARE(S) ADJACENT TO THE NAME OF THE CANDIDATE(S), INDICATING THE NUMBER OF VOTES YOU WISH TO CAST FOR EACH CANDIDATE. YOU MAY CAST ALL OF YOUR ALLOTTED VOTES FOR ONE CANDIDATE OR DISTRIBUTE THEM AMONGST ANY NUMBER OF CANDIDATES. PLEASE VERIFY THAT THE TOTAL NUMBER OF VOTES CAST MATCHES THE ENTITLED NUMBER OF VOTES ALLOWED FOR YOUR TAXING UNIT, WHICH IS LISTED ON THE SPREADSHEET INCLUDED IN THE DELIVERY METHOD OF THIS BALLOT. BALLOTS SUBMITTED IN WHICH THE NUMBER OF VOTES CAST EXCEEDS THE NUMBER OF ENTITLED VOTES CAN NOT BE COUNTED.

<u>NUMBER OF VOTES</u>	<u>NOMINEE</u>
	Dwain Moss
810	Jim Patton
	Jim Smith

**BALLOT AND RESOLUTION MUST BE RETURNED TO
JIM HALBERT, CHIEF APPRAISER, BEFORE DECEMBER 15, 2025. BALLOTS
RECEIVED OR POSTMARKED AFTER DECEMBER 14, 2025, CAN NOT BE
COUNTED.**

****Entities that are entitled to cast at least 5% of the total votes (Midway ISD, Waco ISD, McLennan County, MCC, City of Waco) must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body.**

Waco Independent School District

**RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE MCLENNAN
COUNTY APPRAISAL DISTRICT FOR THE YEARS 2025-2026**

WHEREAS, Section 6.03 (k) 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 by December 15, 2025.

THEREFORE, the Waco Independent School District Board of Trustees 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 2025-2026.

ACTION TAKEN this 20th day of November 2025, in the Regular School Board Meeting of the Waco Independent School District, as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the McLennan County Appraisal District.

Jose Vidana, Board President

ATTEST:

Jeremy Davis, Vice President

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Dr. Tiffany Spicer

RE: Approve Amendment to the Legal Services Agreement

=====

Background Information:

Waco ISD currently retains Sheehy, Lovelace & Mayfield, P.C. as primary legal counsel for district matters. Recently, Mr. Peter Rusek was appointed to the 74th Judicial District Court requiring him to step away from private legal practice. With this transition, it has become necessary to identify additional legal representation to ensure the District continues to receive timely and specialized expertise.

To meet the needs, administration recommends the following legal representation:

- Lena Engelage with Sheehy, Lovelace & Mayfield, P.C., to continue general legal counsel for the district.
- Walsh Gallegos Kyle Robinson & Roalson P.C., to provide additional legal expertise as needed.
- Geneva Jones & Associates to specifically assist with matters related to Waco ISD's Special Education population.

These additions will allow the district to maintain timely, specialized and comprehensive legal support.

Fiscal Implications:

- Sheehy, Lovelace & Mayfield, P.C., - flat rate fee of \$1,200.00 per day
- Walsh Gallegos Kyle Robinson & Roalson P.C. - retainer fee of \$1,000.00 annually
- Geneva Jones & Associates - hourly rate of \$255.00-\$325.00 dependent upon assigned legal counsel. No retainer fee

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the retention of additional retainer agreements with legal services through Sheehy, Lovelace & Mayfield, P.C., Walsh Gallegos Kyle Robinson & Roalson P.C., and Geneva Jones & Associates as outlined above.



GENEVA JONES & ASSOCIATES, PLLC

LEGAL SERVICES AGREEMENT

I. PARTIES

This Legal Services (the “Agreement”) is made between the law firm of GENEVA JONES & ASSOCIATES, PLLC, hereinafter referred to as the “Law Firm,” and the WACO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as “District.”

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent or designee.

III. TERMS AND CONDITIONS

A. No-Charge Question Calls. The law firm shall provide general no-research question telephone consultation at no charge to the Superintendent, Special Education Director, Board President, or designee.

B. The District shall be entitled to an hourly rate of:

Founding Attorney	\$325.00
Senior Counsel	\$300.00
Senior Associates	\$285.00
Associates	\$255.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$130.00
Paralegals/Legal Assistant.	\$100.00

The Law Firm shall bill in tenth-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

C. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to

the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

- D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$3,500.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$3,500.00 or less. Typical cost items include, by way of example and not limitation, process service fees, travel costs, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, audit fees, investigative fees, etc.
- E. A description of the work performed and the costs advanced by the Law Firm will be prepared monthly as of the last day of the month and emailed to the District the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District within two weeks of the emailed invoice unless other arrangements are made.
- F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.
- G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to represent the District adequately.
- H. The District has the right, at any time, with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.
- I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:
 - 1. Upon order of the Court requiring the Law Firm to discontinue the performance of said legal services;
 - 2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
 - 3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or
 - 4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

- J. If the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay the Law Firm any and all unpaid fees or costs advanced and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.
- K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.
- L. It is understood and agreed that the Law Firm, while engaged in, carrying out, and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services, and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time, Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations, before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay. Therefore, the District agrees that the Superintendent or designee has the authority to consent to joint representation in the circumstances described in this paragraph and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, special education, special education audits, student discipline, personnel/human resources consultation, public/employee relations surveys, and communications, media and public relations, instructional coaching/counseling at school improvement sites, leadership coaching, board relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District’s use of these affiliated nonlegal consultants, the District provides its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed “informed consent” for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because some of the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or email at the email address you designate, or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. DURATION

This Agreement shall be effective upon District designee approval and thereafter shall continue from month to month at the current hourly rate set forth herein until modified in writing or terminated by either party upon thirty (30) days' written notice.

X. EXECUTION DATE

This Agreement is entered into this __ day of _____, 2025.

“Law Firm”
GENEVA JONES & ASSOCIATES, PLLC

“District”
WACO INDEPENDENT SCHOOL DISTRICT

By: 
Geneva Jones

By: _____
Dr. Tiffany Spicer



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

October 17, 2025

Dr. Tiffany T. Spicer
Superintendent
Waco ISD
PO Box 27
Waco, Texas 76703

Re: Legal Services

Dear Dr. Spicer:

Walsh Gallegos Kyle Robinson & Roalson P.C. welcomes the opportunity to work with the Waco Independent School District. Enclosed are assorted brochures detailing the various products and services we provide, a legal services retainer agreement, and a summary of our fee structure. You will find that our statewide reputation speaks for itself—as everyone knows, Walsh Gallegos *knows* school law.

Walsh Gallegos offers two options designed to provide the best representation in school law to school districts, colleges, and special education cooperatives. In short, we are happy to do as much work as the District wishes. Our flexible programs give the choice to you.

Option 1: Legal Services Retainer Agreement. Our Legal Services Retainer Agreement provides service for general school law matters and special education law. Clients have access to our exclusive toll-free telephone numbers and no-charge telephone consultation on day-to-day general matters of education law and/or special education law. The Legal Services Retainer Agreement costs \$1,000.00 annually. Superintendents, Board Presidents, Special Education Directors and any other client-designated person can use this service without charge. Although anyone from the District may call, to serve you best we appreciate being given some direction regarding who is authorized to request legal services. This protects you and makes us sure that we are giving legal advice to persons authorized to receive it.

Under our Legal Services Retainer Agreement, if one of the firm's attorneys, in response to a question, must research, write, consult with another attorney in the firm, or do any other work in connection with the inquiry, the client is billed for the work at a reduced rate, plus costs such as postage and copying. This practice is consistent with that offered by other firms with similar retainer programs.

For such work, the reduced rates for retainer clients are \$265 per hour for associates licensed less than one year, \$290 per hour for associates licensed one to two years, \$340 per hour for associates licensed over two years, and \$360 per hour for shareholders, billed in tenth of an hour increments as used. If a matter arises requiring more in-depth work, such as litigation, a hearing, or the need for a review of documents, we will set up a new file and all fees will be charged at the reduced rates, including telephone calls.

As part of the Legal Services Retainer Agreement, clients receive the following:

- No-charge telephone consultation with district officials regarding general routine legal matters. (Toll-free number is available)
- Reduced hourly rates on ongoing matters
- Subscriptions to both of our newsletters
 - *Time Out with Walsh Gallegos (bi-monthly) addresses general education issues.*
 - *This Just In (monthly) addresses legal issues specific to the special needs of students with disabilities.*
- Periodic Walsh Gallegos e-mail updates on the latest developments in school law
- Reduced rates on all Walsh Gallegos inservices and products

In addition, our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from the calendar on our website. Our On-Demand webinars provide excellent training for school administrators without having to leave the district. More information about these services and other advantages of the retainer program are included in the attached description.

In representing school districts, colleges and special education cooperatives, we serve as strong advocates on behalf of our clients. However, if at any time a client wishes to obtain another opinion, use another firm or ask for a different attorney in the firm, we will facilitate that desire. As would any law firm, if at any time we believe we have a conflict of interest or that a client would be better served by another law firm, we do not hesitate to suggest appropriate action.

If you would like to join our retainer program, please sign and return the enclosed Legal Services Retainer Agreement with payment of the \$1,000.00 retainer fee. We will return a fully executed copy to you for the District's files.

Option 2: Non-Retainer Plan. If the Legal Services Retainer Agreement does not interest you, we also have a non-retainer fee arrangement that requires no up-front payment of an annual retainer. Under this Non-Retainer plan, a client may call on an as-needed basis and be billed for all work, including telephone calls. The hourly rates for this service are \$265 per hour for associates licensed less than one year, \$290 per hour for associates licensed one to two years, \$360 per hour for associates

licensed over two years, and \$380 per hour for shareholders, billed in tenth of an hour increments as used.

If you would like to sign up for the Non-retainer plan, please let me know and we will send you a fee agreement.

Under either of these options we can also serve as a supplement to local counsel. Some clients subscribe to our retainer program but use a local attorney for many routine matters, such as attendance at board meetings. They use our firm for specific matters such as Texas Education Agency appeals, special education hearings, or for easy-to-access general legal advice whenever their local counsel is unavailable.

I trust this information will be sufficient to help you make a decision as to how Walsh Gallegos may best serve the District's needs. We look forward to working with Waco ISD under any of the Options outlined above. Please note that the enclosed Legal Services Retainer Agreement must be signed by an authorized Trustee or Employee. Consult your local policies to see if they specify who is authorized to approve and sign an agreement retaining legal counsel for the District. Many Districts have adopted the Texas Association of School Boards' proposed Policy BDD (local) which requires approval of this agreement by the Board of Trustees.

The law firm's programs are designed to provide the District with excellent service and prompt responses to all questions. When considering decisions with legal consequences, call *any* Walsh Gallegos attorney with questions and concerns regarding school law issues. If you have any questions or need additional information, do not hesitate to call.

Sincerely,

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

Joey Moore

JWM/yml
Enclosures



**LEGAL SERVICES RETAINER AGREEMENT
FOR WACO INDEPENDENT SCHOOL DISTRICT**

The Waco Independent School District (hereinafter “District”), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter “Law Firm”), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.
7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.

8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.
12. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A

client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

13. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance Law Firm's work, it is not a substitute for the expertise and judgment of Law Firm's attorneys. Law Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to Law Firm's use of AI-assisted applications, including Law Firm's limited, supervised use of those tools to process certain confidential information under Law Firm's continuing monitoring to reasonably protect the confidentiality of all information.

WACO INDEPENDENT SCHOOL DISTRICT

By: _____

(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.

By: _____

Joe A. De Los Santos
Managing Shareholder

Date

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in

all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate

to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.



BENEFITS OF THE RETAINER PROGRAM

- 1. FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 8.9 free hours of telephone consultation. That is a \$2,714.50 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Amarillo (888) 622-6864
- Albuquerque (800) 771-6864

- 2. REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

- 3. FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

- (1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and
- (2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help

keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- EEOC Releases New Regulations for Pregnant Workers Fairness Act
- Attorney General Rule Updating Title II of the ADA Ensuring that Web Content and Mobile Apps are Accessible
- U.S. Department of Labor Increases Salary Threshold for Exempt Employees
- Final Title IX Regulations Released
- Supreme Court Clarifies Limits on Public Officials' Social Media Conduct
- Next Steps in Medicaid Review Process
- HB 3033 Crucial NEW Deadlines for Responding to PIA Requests
- New I-9 Form for Employment Eligibility Verification
- HB 114 Creates a New Mandatory DAEP Offense

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.

6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:

- Interactive Student Code of Conduct
- Discipline Guide for DAEP & Expulsion
- Administrator's Anti-Bullying Toolkit
- Sexual Harassment Investigation Guide
- Operating Guidelines for Cameras in Special Education Settings

7. **ONE FREE ON-DEMAND WEBINAR:** Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

FEE SCHEDULE AS OF JULY 16, 2025
LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years, or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$360/hour for associates licensed over two years, or \$380/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Gloria Barrera

RE: Authorization to Execute the Sidewalk Easement for Waco High School
=====

Background Information:

The City of Waco has requested an easement for a sidewalk along New Road. Pursuant to this request, the City of Waco has submitted the attached Easement Agreement to Waco ISD.

The attached exhibit, provided by the civil engineer of record for the Waco High School project, Pape Dawson, shows the location of the sidewalk. This is not an exclusive easement and will be shared with other public utilities.

Fiscal Implications:

None.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the granting of the sidewalk easement to the City of Waco and authorize the Board President to execute the easement on behalf of the District.

FIELD NOTES

FOR

A 0.010 ACRE OR 442 SQUARE FOOT TRACT OF LAND, SITUATED IN THE ANDREW ROBB SURVEY, ABSTRACT NO. 761, BEING OUT OF THE AMENDED PLAT OF WACO HIGH SCHOOL ADDITION, LOT 1, BLOCK A, RECORDED IN DOCUMENT NO. 2023013235 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS. SAID 0.010 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at an iron rod with cap marked "1519 Surveying" found on the intersection of Colcord Avenue, an 80 foot right-of-way, recorded in Volume 835, Page 467 of the Deed Records of McLennan County, Texas, and New Road, a variable width right-of-way, same being the southeast corner of said Lot 1,

THENCE N 32°34'56" W, departing the north right-of-way line of said Colcord Avenue, with the west right-of-way line of said New Road, same being the east boundary line of said Lot 1, a distance of **506.87 feet** to a calculated point;

THENCE S 57°25'04" W, departing the west right-of-way line of said New Road, through the interior of said Lot 1, a distance of **2.00 feet** to a calculated point for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said Lot 1, Block A, the following eight (8) courses and distances:

1. **N 76°25'41" W**, a distance of **30.25 feet** to a calculated point for the southwest corner hereof,
2. **N 32°35'26" W**, a distance of **37.00 feet** to a calculated point for the northwest corner hereof,
3. **N 11°14'48" E**, a distance of **30.27 feet** to a calculated point for the northeast corner hereof, from which a 3/8" iron rod found on the intersection of Trice Avenue, a 60 foot right-of-way, recorded in Volume 835, Page 467 of said Deed Records, and said New Road, same being the northeast corner of said Lot 1, bears the following two courses and distances:

(1) **N 57°25'04" E**, a distance of 2.00 feet to a calculated point on the west right-of-way line of said New Road, same being the east boundary line of said Lot 1, and

(2) **N 32°34'56" W**, with the west right-of-way line of said New Road, same being the east boundary line of said Lot 1, a distance of 644.36 feet to said 3/8" iron rod found,

4. **S 32°34'56" E**, a distance of **7.22 feet** to a calculated angle point hereof,
5. **S 11°14'48" W**, a distance of **23.05 feet** to a calculated angle point hereof,
6. **S 32°35'49" E**, a distance of **32.98 feet** to a calculated angle point hereof,
7. **S 76°25'41" E**, a distance of **23.03 feet** to a calculated angle point hereof, and
8. **S 32°34'56" E**, a distance of **7.22 feet** to the **POINT OF BEGINNING**, and containing 0.010 acres in McLennan County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Consulting Engineers, LLC. under Job No. 51273-02.

PREPARED BY: Pape-Dawson Consulting Engineers, LLC.

DATE: October 7, 2024

JOB No.: 51273-02

DOC.ID.: H:\Survey\CIVIL\51273-02\Word\FN51273-02_0.010Ac_SWLK_Esmt.docx

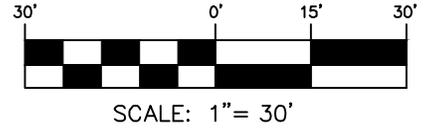
TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



EXHIBIT OF

A 0.010 ACRE OR 442 SQUARE FOOT TRACT OF LAND, SITUATED IN THE ANDREW ROBB SURVEY, ABSTRACT NO. 761, BEING OUT OF THE AMENDED PLAT OF WACO HIGH SCHOOL ADDITION, LOT 1, BLOCK A, RECORDED IN DOCUMENT NO. 2023013235 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.



LEGEND:

- O.P.R. OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS
- D.R. DEED RECORDS OF MCLENNAN COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- VOL. VOLUME
- PG. PAGE
- FD. FOUND
- I.R. IRON ROD
- DOC. NO. DOCUMENT NUMBER
-  FOUND IRON ROD (AS NOTED)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S32°34'56"E	7.22'
L2	S11°14'48"W	23.05'
L3	S32°35'49"E	32.98'
L4	S76°25'41"E	23.03'
L5	S32°34'56"E	7.22'

0.010 ACRES
(442 SQUARE FEET)

ANDREW ROBB SURVEY
ABSTRACT NO. 761

AMENDED PLAT OF
WACO HIGH SCHOOL ADDITION,
LOT 1, BLOCK A
DOC. NO. 2023013235 (O.P.R.)

Parker Graham



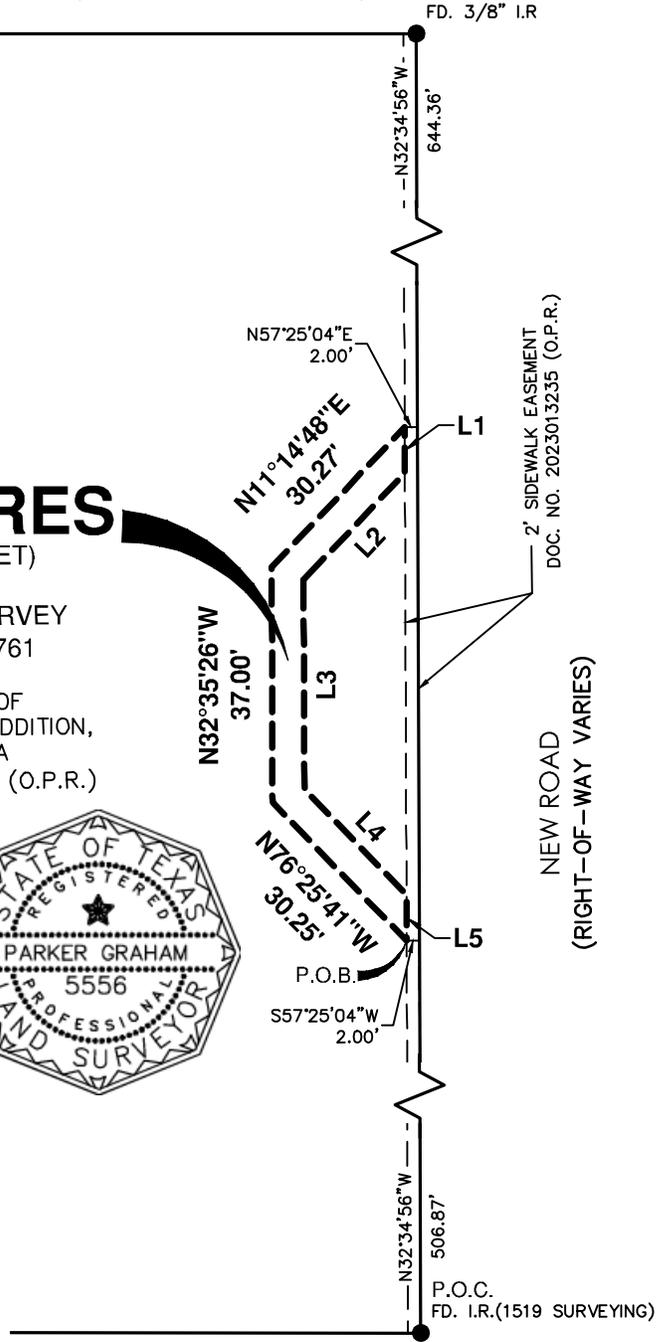
NOTES:

- THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
- THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
- ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

TRICE AVENUE
(60' RIGHT-OF-WAY)
(VOL. 835, PG. 467 D.R.)



COLCORD AVENUE
(80' RIGHT-OF-WAY)
(VOL. 835, PG. 467 D.R.)

SIDEWALK EASEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTY OF MCLENNAN §

This Sidewalk Easement Agreement (“Agreement”) is made by and between Waco ISD (collectively, “Owner”) and the **CITY OF WACO, TEXAS**, a Texas home-rule municipality (“City”), and is as follows:

RECITALS

A. Owner is the owner of certain real property located in McLennan County, Texas, which is more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (the “Easement Tract”);

B. Owner has agreed to grant City a non-exclusive easement and right-of-way upon, over, through and across the Easement Tract (“Easement”), subject to the terms, conditions and other matters set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged and confessed, Owner hereby GRANTS, SELLS and CONVEYS, to City an access easement on, over, through and across the Easement Tract, subject to the reservations, terms and conditions of this Agreement and subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement shall be subject to the following terms and provisions:

1. **Character of Easement.** The Easement is an easement in gross.
2. **Duration of Easement.** The Easement is perpetual.
3. **Exclusiveness of Easement.** The Easement is non-exclusive and City’s use shall be in common with Owner and their successors and assigns. Owner hereby reserve, for themselves and their successors and assigns, the right to enter upon and use the surface of the Easement Tract, subsurface of the Easement Tract and the air space over the Easement Tract for the purposes of installing, constructing, repairing, maintaining, operating, replacing, upgrading and using (i) landscaping, irrigation sleeves and other irrigation facilities; (ii) any other improvements that are permitted under the City of Waco Code of Ordinances to encroach into any setbacks or private easements; and (iii) for any other purposes that do not unreasonably interfere with the rights granted to City hereunder. Notwithstanding anything contained herein to the contrary, Owner shall not use the Easement Tract in any other manner or grant any easement on or across the Easement Tract that interferes in any material way, or is inconsistent with, the easements, rights, and privileges granted hereunder or the terms and conditions hereof.

4. **Purpose of Easement.**
The Easement shall be used for installation, construction, operation, replacement, repair, maintenance, relocation, medication, and removal of walkways, sidewalks, and all associated steps, stairs, ramps, and other appurtenances which provide public access and connectivity (hereinafter collectively “Facilities”). The Easement shall also be used for the purpose of

providing access for the operation, installation repair, maintenance, replacement, modification, and expansion of the Facilities.

5. Repairs and Restoration. In the event that City’s operations and/or other activities on the Easement Tract result in any damage to or destruction of any improvements constructed or installed on the Easement Tract by Owner (or their successors and assigns), then City agrees to repair or replace, as necessary, at City’s expense, any such improvements so damaged or destroyed. In the event that Owner construction, repairs, operations and/or other activities on the Easement Tract result in any damage to or destruction of any improvements constructed or installed on the Easement Tract by City (or its successors and assigns), then Owner agree to repair or replace, as necessary, at Owner expense, any such improvements so damaged or destroyed.

6. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

7. Assignment. The Easement may be assigned by City, its successors or assigns, without the prior written consent of Owner as long as the proposed successor or assign is a governmental entity that expressly assumes City’s obligations under this Agreement.

8. Attorney’s Fees. In the event of any controversy, claim, or dispute relating to this Agreement or the breach, the prevailing party shall be entitled to recover from the non- prevailing party reasonable expenses, attorney’s fees, and costs.

9. Binding Effect. This Agreement, and the terms, covenants, and conditions shall be covenants running with the Easement Tract and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties.

10. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including, but not limited to, a party’s failure to enforce any provision of this Agreement, shall not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

11. Headings. Any section headings in this Agreement are for reference only and shall not modify or affect the interpretation of this Agreement in any manner whatsoever.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 20__ (the “Effective Date”).

OWNER:

WACO ISD

By: _____
Jose Vidana, WISD Board President

Address:
501 Franklin Avenue
Waco TX, 76701

CITY:

CITY OF WACO, TEXAS, a
Texas home-rule municipality

Address:
City of Waco
Attn: City Manager
P.O. Box 2570
300 Austin Avenue
Waco, Texas 76702

By: _____
Bradley Ford, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on _____, 2025, by
Jose Vidana, Board President of Waco Ind. School District.

Notary Public Signature

(seal)

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on _____, 2025. by
Bradley Ford, City Manager of the City of Waco, Texas, a Texas home-rule municipality, on
behalf of said municipality.

Notary Public Signature

(seal)

After Recording Return To:

City of Waco
Attn: Michelle Hicks City Secretary
P.O. Box 2570
300 Austin Avenue
Waco, Texas 76702

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Gloria Barrera

RE: Approve The Use of 2021 Bond Funds for Re-Roofing South Waco Elementary School

=====

Background Information:

The South Waco Elementary School is in need of a new roof. Prior to the renovation, we did not have significant issues with the existing roof. And the base bid does not include the replacement of the roof top HVAC units. However, when we accepted Alternate #3 and replaced all the roof top air conditioning units, we started having leaks. Initially, we were holding the contractors accountable for the leaks but we realized the roof was much older than originally thought and for this reason it did not hold up well to the construction traffic. In the meantime, Waco ISD Maintenance has repaired the roof leaks.

The South Waco Elementary School Renovation is complete and the contractor has returned almost a million dollars in unused contingency to the district. These funds along with other uncommitted bond funds will be used to pay for this project.

The roof replacement was not included in the original contract because there was insufficient time to complete both the rooftop HVAC replacements and a full re-roof during the summer of 2025. With the HVAC work now complete, the district is ready to proceed with the re-roofing of the building.

This project will not require a Construction Manager at Risk (CMAR) or general contractor, allowing the district to avoid associated markup costs. A CMAR or general contractor is not necessary for a re-roofing project of this scope.

Description	Cost
Construction (Removal of prior roofs and installation of new roofing system)	1,250,000
Roof Consultant Fee (Armko)	55,000
Contingencies	150,000
Total Project Budget:	1,455,000

Fiscal Implications:

This re-roofing project will be paid for from uncommitted bond funds.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the use of 2021 Bond Funds to pay for the reroofing of South Waco Elementary School.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Gloria Barrera

RE: Approve Master Service Agreement and Proposal From Armko Consulting for Roofing Consultant Services for South Waco Elementary School Re-roofing
=====

Background Information:

Armko Roof Consulting has provided the quality assurance services for all projects on the 2021 bond. At the district’s request, Armko has provided a proposal for this work.

Waco Independent School District uses a Master Service Agreement (MSA) for all consulting services on smaller projects.

We are asking for approval to issue the Master Service Agreement and approval of their proposal that is attached to Work Order #1 so that we may begin the re-roofing process and receive the proposals very early in 2026. Traditionally, November, December and January are favorable bidding months.

We will bring a recommendation for contract award back to the Board in January of 2026. This will allow us to have everything in place to begin the work as soon as school is out.

Local roofing companies will be notified of the opportunity to bid. We anticipate competitive bids from multiple reputable local roofers.

Fiscal Implications:

This project will be funded from remaining proceeds from the 2021 Bond program.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the proposal from Armko and authorize the Superintendent to execute the MSA on behalf of the District.

Schedule for South Waco Elementary School Re-Roofing Project

CSP Bid Plans Complete and Submitted to WISD	12/1/2025
CSP Public Advertisement	1st Ad: 12/3/2025 2nd Ad: 12/13/2025
Pre-Proposal Conference at South Waco ES	12/15/2025
Deadline for Questions/Request for Interpretations from Offerors	12/17/2025
Addendum Issued with Responses to Offeror Questions/Request for Interpretations (if applicable)	12/19/2025
Proposal Due Date	1/6/2026
Evaluation Period	3-5 Days
Board of Trustees Meeting - Recommendation of Contract Award	1/22/2026
Approximate Construction Start Date	5/26/2026
Substantial Completion Date	8/1/2026



OWNER: WACO INDEPENDENT SCHOOL DISTRICT

PROJECT: SOUTH WACO ELEMENTARY SCHOOL
2104 Gurley Lane
Waco, TX 76711

1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 o / 972.874.1391 f
www.armko.com
Texas Registered Architectural Firm #BR369
Texas Registered Engineering Firm #F-006498

**AGREEMENT FOR CONSULTING SERVICES
REROOFING**

AGREEMENT MADE this 20th day of November, 2025, between Waco Independent School District (hereinafter referred to as the "Client") and Armko Industries, Inc. (hereinafter referred to as Armko); in consideration of the mutual promises herein contained, the parties hereto agree as follows:

DESCRIPTION OF WORK

It is the desire of the Client to engage the services of Armko to perform Roofing and Waterproofing Consulting Services specifically requested by the Client.

Armko shall perform these services for the Client as an independent consultant and not as an employee.

**AGREEMENT FOR CONSULTING SERVICES
WACO ISD
SOUTH WACO ELEMENTARY SCHOOL**

SCHEDULE A

CONSTRUCTION DOCUMENTS - PHASE 1

- A. Develop drawings for flashing and moisture conflicts:
 - 1. Roof Details
 - 2. Waterproofing Details
 - 3. Wall Sections
- B. Prepare construction documents per agreed upon Scope of Work.
 - 1. Roofing Specifications
 - 2. Roof Plans
 - 3. Roof Details, including unusual and difficult transitions between walls and roof elements
- C. Compile Bid Package to include:
 - 1. General Requirements, if required
 - 2. Product Specifications
 - 3. Roof Plans
 - 4. Roof Details, including unusual and difficult transitions between walls and roof elements
- D. Provide printing and distribution of Bid Package.

BIDDING - PHASE 2

- A. Assist in notification to the construction community.
- B. Assist at pre-proposal and/or proposal conference.
- C. Assist with bid questions, clarifications, and addenda.
- D. Provide technical assistance during the bidding/negotiation procedure, upon request.

CONSTRUCTION ADMINISTRATION - PHASE 3

- A. Perform submittal review.
- B. Facilitate and/or conduct pre-construction and pre-installation meetings.
- C. Provide major phase site presence with construction observations (two hours per week maximum).
- D. Provide observation reports of each site visit to Owner, including photographs.
- E. Respond to contractor questions (RFIs).
- F. Review monthly and final progress payment applications.
- G. Provide final observations.

Fee for Schedule A: \$ 57,000.00 LUMP SUM

ADDITIONAL ON-SITE OBSERVATIONS

Additional visits over and above the two hour weekly on-site observations as described in Schedule A shall be \$250.00 per hour, portal to portal, incurred only upon Client's written request.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and Additional Services and only include expenses incurred by the Armko Industries, Inc. employees and consultants in the interest of the Project, as identified in the following clauses. Reimbursable expenses shall be itemized and presented monthly by Armko Industries, Inc. to the Client, for payment upon approval by the Client's authorized representative. Reimbursable expenses shall be billed by Armko Industries, Inc. at Armko's actual costs, without mark-up, unless rates are specified below. Unless prior approval is provided by the Client, reimbursement shall be paid to Armko Industries, Inc. only for the following:

- i. Copies and reproduction of construction documents and drawings and specifications at Armko Industries Inc.'s actual cost.
- ii. Fees advanced for securing approval of authorities having jurisdiction over this Project at costs incurred by Armko Industries, Inc.

**AGREEMENT FOR CONSULTING SERVICES
WACO ISD
SOUTH WACO ELEMENTARY SCHOOL**

- iii. Reimbursement for travel, lodging, and meals authorized in advance by the Client.
- iv. Advertising/solicitations for bids at actual cost incurred by Armko Industries, Inc.

TERMS

Phases 1-2 for **Schedule A** will be invoiced at the completion of each Phase. Balance due for Phase 3-Construction Administration will be invoiced in monthly increments until completion of project, based on percentage of construction completed.

Phase 1 – Construction Documents	75%
Phase 2 – Bidding	5%
Phase 3 – Construction Administration	20%

Armko shall receive payment within thirty (30) days after receipt of invoice by Client according to the payment schedule above. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

Terms from Waco ISD Master Service Agreement apply to this work.

REGISTERED FIRM

Armko is a registered architectural and engineering firm. The Texas Board of Architectural Examiners^[1] has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Texas Board of Professional Engineers^[2] has jurisdiction over complaints regarding the professional practices of persons registered as engineers in Texas.

^[1] Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701, (512) 305-9000.

^[2] Texas Board of Professional Engineers, 1917 IH-35 South, Austin, TX 78741, (512) 440-7723.

**AGREEMENT FOR CONSULTING SERVICES
WACO ISD
SOUTH WACO ELEMENTARY SCHOOL**

SIGNATURE PAGE

WACO INDEPENDENT SCHOOL DISTRICT
501 Franklin Avenue
Waco, TX 76701

ARMKO INDUSTRIES, INC.
1320 Spinks Road
Flower Mound, TX 75028

Signature

Print Name

Title

Date



Signature

Dave Waskey

Print Name

Roofing & Building Envelope Consultant

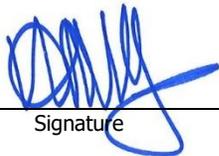
Title

November 7, 2025

Date

ARMKO PROPOSAL CERTIFICATION

This is to hereby certify that this Agreement has been reviewed by me and is acceptable for presentation to the above client for execution.



Signature

H. Ray Stringer, Jr., AIA

Print Name

Corporate Architect

Title

November 7, 2025

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1380149

Date Filed:
10/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Armko Industries, Inc.
Flower Mound, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Waco ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
APN 25-1223-33
A/E Consulting Services for Roofing at SOUTH WACO ELEMENTARY SCHOOL

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ruebsahm, Rodney R.	Flower Mound, TX United States	X	
	Ruebsahm, R. Ryan	Flower Mound, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Christine Stromberg, and my date of birth is 7/1/1947.

My address is 1320 Spinks Road, Flower Mound, TX, 75028, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of TX, on the 22nd day of October, 2025.
(month) (year)

Christine Stromberg
Signature of authorized agent of contracting business entity
(Declarant)

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on the Effective Date, as hereinafter defined, by and between Armko Industries, Inc. (“Consultant”), and Waco Independent School District (“Owner” or “District”), for provision of [*building envelope consulting services, budgeting and* and related services to the District, on an as-needed basis, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and the receipt of which shall be acknowledged by endorsement thereof, the parties do hereby agree as follows:

- 1. Services to be Performed by Consultant**—Upon request by the District, Consultant shall prepare and present a Service Work Order covering the provision of certain Building Envelope related services on District public works projects (“Services”). Each Service Work Order shall set forth the scope of the Services to be performed by Consultant, the location of the services or subject project, the cost of the services, any deliverables to be provided to Owner, any information or actions required of the Owner in connection with the Services, and the timelines or deadlines associated with Services, on the form attached hereto as Exhibit “B.” Each Service Work Order duly executed by the District and Consultant shall be subject to the terms and conditions of this Agreement and is hereby incorporated into this Agreement, to the extent permitted by Section 17. Consultant is not guaranteed any certain or minimum amount of assignments from Owner under this Agreement. All services provided by Consultant shall be performed according to the standards of his profession in a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing under similar conditions.
- 2. Compensation**—In consideration of the services performed by Consultant under this Agreement, the Owner shall pay to Consultant the compensation set forth in each applicable Service Work Order. Additional services and reimbursable expenses shall be compensated at the rate and manner set forth in this Agreement and the applicable Work Order. Payments shall be due within 30 days following receipt of a valid and undisputed invoice, upon completion of the Services or other progress milestone as agreed to in a Service Work Order.
- 3. Time of Completion**—Consultant shall complete the work specified in the Work Order, in a timely manner, in accordance with the Owner’s schedule for the subject project. Consultant shall not commence with any Services until a

Work Order has been executed by both Consultant and a duly authorized representative of the District.

4. **Relationship of the Parties**—It is understood and agreed that Consultant is an independent contractor and neither Consultant nor any employees, volunteers, or agents contracted by Consultant shall be deemed for any purposes to be employees, volunteers or agents of Owner. Consultant shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
5. **No Waiver of Immunity**—Owner does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
6. **Insurance and Indemnity**—For the term of this Agreement, Consultant agrees to maintain and keep on file with Owner all insurance coverages as set forth in Exhibit A to this Agreement. Consultant shall provide valid renewal or amended certificates, as required in Exhibit A.

Consultant agrees to indemnify and hold harmless Owner, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys' fees and court costs, to the extent they arise out of Consultant's negligent acts or omissions.

7. **Compliance with Laws**—Consultant shall maintain any and all applicable license(s) and certification(s) necessary to perform any Services contemplated by this Agreement. Consultant shall observe and comply with all Federal, State, County and local laws, and Owner's Board Policies that in any manner affect the provision of Services and performance of all obligations undertaken pursuant to this Agreement.
8. **Authorization of Agreement**—Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms. This Master Agreement is not exclusive, and does not guarantee that Consultant shall receive any minimum or specific volume of work from Owner.

9. **No Waiver**—No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
10. **Notices**—Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Consultant:

Ray Stringer
Armko Industries, Inc.
1320 Spinks Road
Flower Mound, TX 75028

If to Owner:

Tiffany Spicer
Superintendent
Waco Independent School District
501 Franklin Avenue
Waco, Texas 76701

With copy to:
Gloria S. Barrera
Chief Officer of Facilities & Operations
501 Franklin Avenue
Waco, Texas 76701

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

11. **No Assignment**—No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
12. **Amendments**—This Agreement may be amended or modified by, and only by, a written instrument approved by the Owner in accordance with Owner's Board Policy.

13. **Termination**—Owner may terminate this Agreement with or without cause upon seven (7) days written notice to Consultant. Consultant shall be entitled to compensation for all services provided up to the effective date of termination. Consultant may terminate this Agreement upon thirty (30) days written notice in the event of non-payment or other default by Owner.
14. **Section Headings**—The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend or construe the terms or provisions of the sections of this Agreement.
15. **Governing Law**—This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the courts of McClennan County, Texas, for any action under this Agreement.
16. **Duplicate Originals**—This Agreement may be executed in counterparts or electronically, either of which shall have the same full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.
17. **Complete Understanding**— This Agreement and all Exhibits, Supplements and Amendments thereto shall constitute the complete understanding of Consultant and Owner. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any terms or conditions contained in any Work Order, or to an attachment to any Work Order which purport to limit, waive, relinquish any liabilities of Consultant, or legal rights of the Owner, or which conflict with any terms within this Agreement, are hereby expressly excluded, void and unenforceable unless this Agreement is specifically amended to restate such term, condition or limitation in the main body of this Agreement. The appearance of such matters in any Proposal or attachment to a Work Order will be of no legal force or effect, as the attachment of any proposal to a Work Order is intended to only provide detailed information relating to the scope, deliverables, deadlines and fees relating to Consultant's services.
18. **Certifications**. Consultant hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Consultant hereby certifies and verifies that neither Consultant, nor any

affiliate, subsidiary, or parent company of Consultant, if any (the “Consultant Companies”), boycotts Israel, and Consultant agrees that Consultant and Consultant Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Consultant further verifies that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

Consultant further verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

19. **Effective Date and Term**—The “Effective Date” of this Agreement shall be the date that all necessary and authorized representatives of Owner have endorsed the same, and shall continue through the end the Owner’s current fiscal year. Thereafter, this Agreement shall automatically renew for additional subsequent one-year periods, subject to the termination provisions set forth herein.

ARMKO INDUSTRIES, INC



Ray Stringer

Title: COO

November 7, 2025

Date

**WACO INDEPENDENT
SCHOOL DISTRICT**

Dr. Tiffany Spicer

Title: Superintendent

Date

**EXHIBIT A
CONSULTANT INSURANCE REQUIREMENTS**

<u>Insurance Required</u>	<u>Limit Required</u>
Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverage. Any XCU exclusions to be removed when underground work is performed.	\$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments Per Project Aggregate Evidence of coverage must be shown on certificates of insurance.
Professional Errors & Omissions Liability insurance required for all licensed or certified professionals and engineers	\$1,000,000 Per Claim/Occurrence \$2,000,000 Aggregate Retroactive Date preceding date of contract must be shown in the Comments/Remarks Section of ACORD application. Professional Errors and Omissions Liability Insurance shall be maintained for three (3) years past substantial completion of construction contract. If coverage is cancelled or non-renewed prior to contract completion date, the Consultant shall purchase "Extended Reporting Period" coverage for a three (3) year period.
Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act.	Statutory Limits
Employers Liability insurance	\$1,000,000
Umbrella or Excess Liability	\$1,000,000

Insurance Conditions

All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. A 30 day notice of cancellation of any non-renewal, cancellation to any of the policies, and copies of CG 02 05, TE 02 02A and WC 42 06 01 or their equivalents specifically naming the District;
2. "Additional Insured" on the Property, General Liability and Automobile Liability and policies naming the District.
3. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, and Automobile Liability.

In addition to certificates of insurance, copies of policy endorsements must be provided: (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District Consultant shall be responsible for payment of all deductibles.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverage and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

EXHIBIT B

SERVICE WORK ORDER # 202601

This Service Work Order is subject to all terms and conditions of the Master Professional Services Agreement between Owner and Consultant, and shall become part of the Master Professional Services Agreement upon execution by Owner. Any amendment or modification of this Service Work Order must be in writing and signed by both parties.

1. **Agreed Services.** The agreed Services shall include the following, as further set forth in Consultant's attached proposal:

Comprehensive roof consulting services for the South Waco Elementary School

If applicable, any additional agreed Services, technical specifications, and/or drawings shall be as set forth and listed in the Consultant's Proposal attached hereto.

2. **Deadline for Performance.** Consultant shall complete performance of the Services specified herein on or before
See attached schedule for deadlines.
3. **Place of Performance.** Consultant shall perform the Services specified herein at the following location(s)
South Waco Elementary School, 2104 Gurley Lane, Waco, Texas, 76706
4. **Agreed Total Price.** The parties hereby agree that the Total Compensation for all Services under this Service Work Order is \$57,000.00, as specified in the proposal attached hereto.
5. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any Services under this Service Work Order is: Gloria S. Barrera

AUTHORIZED AND ACCEPTED:

CONSULTANT/ARMKO INDUSTRIES, INC.

By:  _____

Date: 11/7/25

Name: Ray Stringer

Title: COO

OWNER/WACO INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

Name: Dr. Tiffany Spicer

Title: Superintendent

ATTACHMENT A: Consultant's Proposal, dated 11/7/2025
Project Schedule, dated 11/7/2025

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: November 20, 2025

Contact Person: Chief Craig Goodman/Sgt.
Larry Martinez

RE: Resolution Regarding Bullet-Resistant Components of Law Enforcement Vehicles.

=====

Background Information:

The Waco ISD Police Department is seeking funding through the Office of the Governor, Public Safety Office (PSO) under the Bullet-Resistant Components for Law Enforcement Vehicles Grant for the 2025–2026 school year. The grant application, titled “Bullet-Resistant Components for Law Enforcement Vehicles,” was submitted to obtain funding to equip department patrol vehicles with NIJ Level IIIA or higher bullet-resistant windshields, side windows, rear windows, and door panels.

This project will enhance officer safety by providing critical ballistic protection during patrol operations, traffic incidents, and emergency responses on or near school district property. Currently, Waco ISD Police Department vehicles are not equipped with ballistic materials, leaving officers vulnerable to firearm threats while responding to high-risk situations.

Upgrading the department’s patrol fleet with certified bullet-resistant components will significantly reduce the risk of injury or death to officers in the line of duty and improve the department’s ability to protect students, staff, and visitors throughout the district. This initiative directly supports Waco ISD’s mission to maintain a safe and secure learning environment for all campuses.

Fiscal Implications:

Should the District be awarded funding under this proposal, the grant funds will be utilized to purchase and install the specified equipment. The total amount requested is \$23,709.00, which will cover all associated costs, including parts, labor, bullet-resistant windshields, and installation kits for all seven patrol units.

Administrative Recommendation(s):

Approve the resolution for the Bullet-Resistant Components for Law Enforcement grant as presented.

Resolution of the Board Regarding Bullet-Resistant Components of Law Enforcement Vehicles Grant

WHEREAS, the Waco Independent School District Board of Trustees finds it in the best interest of the citizens of Waco, Texas, that the Bullet-Resistant Components for Law Enforcement Vehicles Grant be operated for the 2025–2026 School Year; and

WHEREAS, the Waco ISD Board agrees that in the event of loss or misuse of the Office of the Governor funds received by Waco ISD for support of the Bullet-Resistant Components for Law Enforcement Vehicles Grant, the Waco ISD Board assures that (as required by the grant), the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Waco ISD Board designates Sheryl Davis, Chief Financial Officer, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Waco Independent School District Board of Trustees approves submission of the grant application for the Bullet-Resistant Components for Law Enforcement Vehicles Grant to the Office of the Governor.

Adopted, passed and approved this 20th day of November, 2025, by the Waco ISD Board of Trustees

APPROVED:

Jose Vidana, Board President

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: November 20, 2025

Contact Person: Gloria Barrera

**RE: Second Reading to amend Board Policy CV (LOCAL) As Related to
Prevailing Wage Rate**

=====

Background Information:

Board Policy CV (LOCAL) establishes certain requirements for the construction of school facilities, including how the prevailing wage rate for those projects will be determined. The prevailing wage rate is the minimum that a worker on a district construction project may be paid.

State law provides two methods for school districts to determine the prevailing wage rate for construction projects paid for with state and/or local funds. Districts can conduct a survey of wages received by workers performing similar work in their area, or they can use the prevailing wage rate set for their area by the U.S. Department of Labor in accordance with the Davis-Bacon Act.

The U.S. Department of Labor has not updated their wage rate survey since February of 2024. However, the local Central Texas Associated General Contractors (AGC) conducted a very thorough survey of projects in McLennan County in the spring and summer of 2025. A copy of the resulting wage rates and information on the survey is included as backup.

Board Policy CV (LOCAL) currently requires that Waco ISD conduct a wage rate survey to determine the prevailing wage rate. Due to the impracticality of Waco ISD conducting a robust and defensible wage rate survey, the District has partnered with the Central Texas Associated General Contractors to provide this information.

In order to utilize the prevailing wage rate established by the AGC study, Board Policy CV (LOCAL) must be amended. Proposed revisions to Board Policy CV (LOCAL) are also attached.

In accordance with federal law, amending Board Policy CV (LOCAL) will not change how the prevailing wage rate is set for any construction projects paid for with federal funds. Those projects would continue to use the prevailing wage rate published by the

U.S. Department of Labor.

Fiscal Implications:

This will set a higher minimum wage rate for most trades. However, the specific fiscal implications will depend on market conditions at the time that each project is bid.

Administration Recommendations:

Approve the proposed amendment to Board Policy CV (LOCAL).

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the successful proposer or bidder and the dollar amount of the contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Prevailing Wage Rates

The prevailing wage rates for all District construction projects shall be ~~be the District's prevailing wage rates for McLennan County as updated from time to time by the District.~~

~~For all job descriptions/titles not listed in the District's schedules,~~ the prevailing wage rates as determined by the Central Texas Chapter of the Associated General Contractors (AGC) for McLennan County shall apply.

Change Orders

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above \$50,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

Final payments for construction work and/or the supervision of such work in the District shall not be made until the work has been completed and accepted by the District.



CENTRAL TEXAS AGC WAGE SURVEY REPORT

2025 EDITION



OVERVIEW

The Central Texas AGC conducted a wage survey of local contractors to establish prevailing wage rates for construction trades across McLennan County, Texas. This report provides local school districts and public entities with reliable data to assist in capital project budgeting, planning, and workforce development.

GEOGRAPHIC SCOPE

The data in this report represents contractors and industry partners actively working within **McLennan County**. The Central Texas AGC office is located in Waco, Texas, and the responses reflect a strong cross-section of local construction employers serving projects throughout the county.

KEY TAKE AWAY:

- The survey covers **33 trades and classifications** with responses directly from Central Texas contractors.
- The Prevailing Wage 2025 shown for each trade is the most common (**mode**) reported hourly base wage.
- **Fringe benefits** were also collected where available, providing a view of total compensation.

WHY THIS MATTERS

- Local data provides the most accurate and current reflection of the market rates being paid in McLennan County.
- Using these figures helps ensure accurate cost projections, fair compensation practices, and sound project budgeting.
- This survey complements Davis-Bacon wage determinations by offering a real-time local benchmark grounded in actual market conditions.

WAGE SURVEY RESULTS

The following table presents the prevailing wage rates reported by contractors operating within McLennan County. Each rate reflects the most commonly reported base wage for that trade, along with any available fringe or benefit contributions. This data provides school districts and public entities with an accurate reflection of the local construction labor market.

CENTRAL TEXAS AGC 2025 WAGE RESULTS

Trade	Prevailing Wage 2025	Fringe Benefits	Total Wage w/ Benefits
Acoustical Ceiling Installer	23.5	-	23.5
Bricklayer Masonry	28		28
Carpenter	25	2.64	27.64
Ceramic Tile Setter	20		20
Concrete Finisher	21	2.64	23.64
Concrete Form Setter	20	2.64	22.64
Crane Operator	25	2.64	27.64
Drywall Installer	23.5	-	23.5
Electrician - Laborer	16	6	22
Electrician - Apprentice	21	1.25	22.25
Electrician - Journeyman	22	1.89	23.89
Electrician - Master	40	6	46
Equipment Operator - Light	18	1.72	19.72
Equipment Operator - Heavy	24	4	28
Floor Covering - Installer/Soft	20	-	20
Forklift/Sky Track Operator	24	2.64	26.64
General Laborer	15	1.72	16.72
Glazer	25	-	25
HVAC - Apprentice	18	1.72	19.72
HVAC - Duct Installer	22	1.72	23.72
HVAC - Mechanic	16	1.72	17.72
Ironworker - Structural	25.38	2.64	28.02
Laborer - Unskilled	18	2.64	20.64
Mason Tender	20	-	20
Painter - Painter	19	-	19
Plumber - Master	30	1.72	31.72
Plumber - Apprentice	18	1.72	19.72
Plumber - Journeyman	26	1.72	27.72
Plumber - Pipe Fitter	28	1.72	29.72
Roofer	17.75	-	17.75
Sheet Metal Worker	17.75	1.72	19.47
Truck Driver	19	4	23
Welder - Steel Structures	25	2.64	27.64

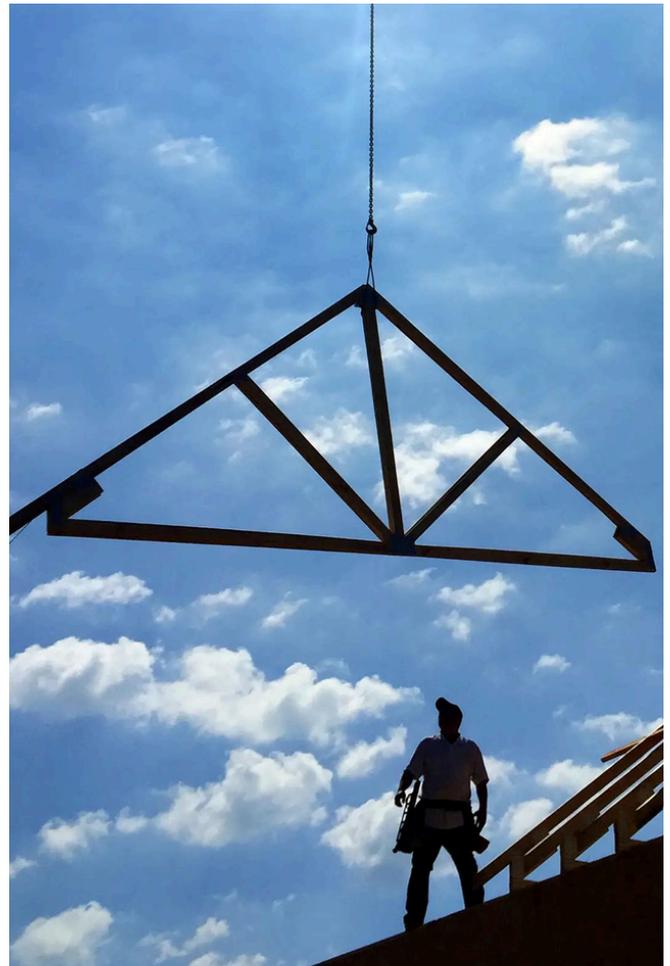
ANALYSIS & NEXT STEPS

ALIGNMENT WITH LOCAL MARKET CONDITIONS

- The wage survey reflects current construction wage rates within McLennan County.
- This provides local districts and public entities with a clear, market-based benchmark for budgeting and planning.
- While Davis-Bacon wages are federally established, McLennan County data offers the most accurate view of what contractors are actually paying today.

PARTICIPATION STRENGTH

- The survey includes input from a diverse range of contractors and subcontractors working in McLennan County, ensuring that the findings represent real-world wages across the county's construction sector.



RECOMMENDATIONS FOR SCHOOL DISTRICTS & PUBLIC ENTITIES

- Budgeting & Planning – Use these wage figures to guide accurate cost projections for capital improvement projects in McLennan County.
- Bid Evaluation – Reference prevailing wage data when reviewing contractor bids to ensure competitive and fair compensation levels.
- Workforce Development – Collaborate with local CTE programs and workforce partners to highlight strong career opportunities within McLennan County's construction industry.

CLOSING STATEMENT

The Central Texas AGC is committed to providing labor market information to support sound financial planning, workforce initiatives, and successful project delivery. This survey offers a reliable reflection of the wages actually being paid in our community, ensuring that school districts and public entities can plan confidently and responsibly.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: November 20, 2025

Contact Person: Gloria Barrera

RE: Approve Purchase of Domestic Water Booster Pumps for Waco High School
=====

Background Information:

The domestic water pressure booster pumps that are currently in place at Waco High School are rented. In order to get the best possible value for Waco ISD, O’Connell Robertson assembled a pricing package and the district contacted local vendors that are members of a purchasing coop for pricing.

The proposal from the Brandt Companies, LLC provides the best value for Waco ISD. There is a long lead time for this equipment and the goal is to replace the existing pumps during the winter break. The total cost of the proposal is \$85,502.00 (eighty five thousand five hundred and two dollars). A copy of the proposal is attached.

Permanent installation of the booster pumps will ensure that Waco High School has adequate water pressure to operate as designed.

Fiscal Implications:

This cost will be funded from the Waco High School project.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the proposal from the Brandt Companies, LLC.



The Brandt Companies, LLC

8175 Robinson Industrial Park Dr, Suite #1, Robinson, TX 76706, (254) 772-1693, TACLA00024051C/TECL20109/M35506

Proposal Date: **November 14, 2025**

Proposal#: **1239298662**

24 Hour Service Dispatch: **(254) 772-1693**

Reference: **WISD WH Booster Pump Install**

Customer:
Keith Dempsey
WISD
511 Franklin
Waco, Tx. 76701

Service Site:
Keith Dempsey
WACO HIGH
2020 NORTH 42ND ST
WACO TX 76710

Repair work proposals are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: **\$ 85,502.00** excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Brandt Reserves the Opportunity to Update Proposal After 5 Business Days

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Gary Fisher □

Service Account Manager

Cell: (254) 265-1492 □

Email: Gary.Fisher@brandt.us □

Customer Acceptance

Accepted By: _____

Name: _____

Title: _____

Company: _____

Date: _____

Purchase Order Number: _____

The Brandt Companies, LLC

Accepted By: _____

Name: _____

Title: _____

The Brandt Companies, LLC

Date: _____

www.brandt.us

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



The Brandt Companies, LLC

8175 Robinson Industrial Park Dr, Suite #1, Robinson, TX 76706, (254) 772-1693, TACLA00024051C/TECL20109/M35506

Proposal Date: **November 14, 2025**

Proposal#: **1239298662**

24 Hour Service Dispatch: **(254) 772-1693**

Reference: **WISD WH Booster Pump Install**

Scope of Work:

- Provide Labor and Materials to remove the existing booster pumps and wiring from the disconnects. Provide Labor and Materials to install one new Wilo-WiBooster skid per job walk with Keith Dempsey.
- Lockout/Tagout Equipment as Necessary for Repairs.
- Provide and Install one new model # WiBooster 2/326/D skid per the submittals sent to the engineer and school facilities.
- Provide and install 6" stainless steel pipe, fittings, and butterfly valves.
- Provide and install wiring from the existing disconnects to the new Booster skid control panel.
- Provide start-up of new equipment.
- Remove Lockout/Tagout, Reenergize Equipment, and Check Operations.
- Clean up our work area.
- Work to be Completed During Normal Business Hours.
- This proposal includes a 4 week expedite fee. That means 4 weeks to build + Freight time.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8175 Robinson Industrial Park Dr, Suite #1, Robinson, TX 76706, (254) 772-1693, TACLA00024051C/TECL20109/M35506

Proposal Date: **November 14, 2025**

Proposal#: **1239298662**

24 Hour Service Dispatch: **(254) 772-1693**

Reference: **WISD WH Booster Pump Install**

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- No Insulation Added.
- No Controls.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8175 Robinson Industrial Park Dr, Suite #1, Robinson, TX 76706, (254) 772-1693, TACLA00024051C/TECL20109/M35506

Proposal Date: **November 14, 2025**

Proposal#: **1239298662**

24 Hour Service Dispatch: **(254) 772-1693**

Reference: **WISD WH Booster Pump Install**

Brandt's Service Proposal # 1239298662 ("Proposal") is conditioned upon the following terms and conditions, which

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;

(B) General Liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$2M each occurrence; \$2M personal/advertising injury; \$4M General and Products/Completed Operations Aggregate; \$10,000 Medical Payments (any one person) with a \$10M Umbrella excess primary policies).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8175 Robinson Industrial Park Dr, Suite #1, Robinson, TX 76706, (254) 772-1693, TACLA00024051C/TECL20109/M35506

Proposal Date: November 14, 2025

Proposal#:

1239298662

24 Hour Service Dispatch: (254) 772-1693

Reference:

WISD WH Booster Pump Install

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.
- 17 Notwithstanding anything herein to the contrary, Brandt (or Contractor/Subcontractor/Seller as we're referred to in the contract) shall be entitled to an equitable adjustment to the Contract Price for products, materials and equipment supplied hereunder to reflect any increase in Brandt's procurement costs that **were unforeseen at the time our pricing/quote/proposal** was submitted to the Customer, due changes in law or taxes, government action, or Trade Restrictions. "Trade Restrictions" is defined as any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the products, materials or equipment supplied by Brandt hereunder.

Accepted By Customer: _____ Brandt: _____

WACO INDEPENDENT SCHOOL DISTRICT

Board Meeting Minutes

Regular Meeting, Thursday, October 30, 2025 - 6:00pm

WISD Administration Offices Board Room

BOARD MEMBERS PRESENT

Jose Vidana
Jeremy Davis
Jim Patton
Angelo Ochoa
Taylor Bledsoe
Arash Abnoussi

BOARD MEMBERS ABSENT

Keith Guillory

CALL TO ORDER

Jose Vidana, Board President, called the meeting of the Waco Independent School District Board of Trustees to order at 6:00 p.m. He stated that a quorum of Board Members was present, that the meeting had been duly called, and that the notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

PUBLIC COMMENTS ON AGENDA

None

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

SPECIAL RECOGNITIONS

Pledge Leaders

Mia Perez and Clara Medina Camacho, students from Cedar Ridge Elementary, led the Pledge of Allegiance.

Community Partner Award

Baylor University Athletics was honored with the TASB Stand Up for Public Education Award as the October Waco ISD Community Partner of the Month.

Lieutenant Freeman Graduated from the Leadership Command College

Lieutenant Jeff Freeman graduated from the Bill Blackwood Law Enforcement Management Institute of Texas Command College.

Advanced Placement Scholars

Waco ISD had fifty-six high school students receive the Advanced Placement Scholar award.

Waco High School AP Scholars:

Carlos Alvarez-Freyre	Jacob Collier	Miriam Goodsumh
Camille Anderson	Valeria Delgado	Hudson Harp
Yessenia Antonio	Adamaris Estrada	Lily Howell
Alberto Avelar	Matthew Evertt	Oscar Loreda
Alana Bond	Isabella Ganske	Ella McCallie
Annabeth Carlson	Andrew Gonzales	Finley McCallie
Isabela Morales	Emma Sanders	

Neiba Picazo	Riley Stolze
Claire Prather	Yahir Trujillo
Isaiah Pullen	Dorothy Uecker
Crystal Ramirez	Manuel Valadez Vento
Mayrelin Rioyos Serrano	Maximiliano Zepeda

Waco High School AP Scholars with Honor:

Joshua Nelson	Eleanor Rhodes
Emmanuel Perez	Lilly Rose

Waco High School AP Scholars with Distinction:

Lydia Allen	Ivy Moore
Sandra Lawson	Caroline Rice
Jonathan Leija Marin	Denny Rivera-Espinoza
Daniella Mercado	August Zimmerman

University High School AP Scholars:

Daisy Barco	Jautyrael Kendricks
Osmar Cazares Guillen	Luciano Perez
Jovanni Contreras	Stiven Uceda
Juan Contreras	Christian Velazquez
Ayanna Flores	Thomas Vidaña
Oliver Houston	Ashley Zuniga

University High School AP Scholar with Honors:

Emmanuel Grajeda

University High School AP Scholar with Distinction:

Kevin Gutierrez

Advanced Placement Teacher

Waco ISD honored the high school teachers who supported eight or more students who received a three or higher score on the 2025 AP exams.

Waco High School AP Teachers:

Nicole Bates	Rosa Pevia
Nora Burnham	Joshua Mark
Kathryn Hopkins	Jonah Tull
Kenneth Heller	James Yasko
Shanna Jones	

University High School AP Teachers:

Spencer Daniel	Tom Lyons
Kari Emblem	Colton Wheeler
Jack LaRue	Becky Zeniert
Reyes Lopez	

College Board Recognitions

The Board recognized students who received College Board National Awards, including the School Recognition Award, which honors students ranking in the top 10 percent of test-takers at their high school or earning a score of 3 or higher on two or more AP exams by the end of 10th grade, and the First Generation Recognition Award, which celebrates students on track to become the first in their families to attend and complete college.

Waco High National College Board:

Ivan Acuna	Caedmon Peacock
Alana Bond	Neiba Picazo
Keyon Clayton	Karme Reyes
Austin Coatney	Eleanor Rhodes
Rylee Cowden	Chayse Rhynes
Jeremiah De La Rosa-McCommas	Denny Rivera-Espinoza
Aiden Duarte	Josephine Roberson
Ana Enrriquez	Lilly Rose
Adamaris Estrada	Alina Segura
Graciela Guerrero	Fancy Stoglin
Eli Guillen	Riley Stolze
Jeremiah Haigood	Emery Stonikinis
Sandra Lawson	Stephen Talley
Jonathan Leija Marin	Isaiah Tavera
Brittany Leija	Yahir Trujillo
Marari Linares	Dorothy Uecker
Carolina Martinez	Camila Vega
Daniella Mercado	Armani Ward
Makayla Moffatte	Jordan Williams
Pablo Monticillo Lopez	Fletcher Woodward
Joshua Nelson	August Zimmerman
Kamarieuna Pass	

Waco High National College Board - First Generation:

Marcoantonio Gaytan	Valeria Quintana
Juan Guevara	Lizbeth Ramirez
Jacory Johnson	Jorge Salas
Camila Morales	Kevin Santos
Isabela Morales	Carlos Segura
Emmanuel Perez	Catalina Suarez
Alexis Quintana	Saul Trujillo

University High National College Board:

Hadara Acevedo	Jobanny Lorenzo Serrano
Aaydyn Aleman	Elijah Martinez
Danario Alexander	Kevin Martinez
Adrian Almeida	Yahdiia McGriff
Xavier Andrade	Camila Medina
Serena Arias	Joselyn Moreno
Nicholas Arispe	Justin Neal
Jaxon Barefield	Yuridia Olvera

Sandra Cardenas
David Chavez
Karren Chavez
Luis Chua
Sarah Collins
Juan Contreras
Angel De La Cruz
Sebastián De La Cruz-Gomez
Melanie Devora
Luka Diaz Vazquez
Jade Duran
Natalie Flores
Kamari Greenleaf
Gabriela Guerra Sanchez
Emily Guerrero
Alexandria Hatten
Micah Hatten
Abraham Herrera
Dshon Hill
Naila Jamshid
Tyrior Jones
Davontrae Kirkland
Eric Lopez

Jancarlo Ortiz
Analiyah Padron
Lesly Perez Avila
Xochitl Perez Gardea
Ivan Perez
Jasmin Ramirez-Barco
Gabriel Ramirez
J'Lynn Ramon
Joseph Ramos
Savannah Reyes
Jasmine Rodriguez
Yadhira Salinas
Cassandra Saucedo
Aaron Taylor
Aliveyah Thomas
Mackenzie Truehitt
Amelia Vazquez-Olguin
Rashel Villa
Joseph Washington
I'Yanna Willis
Aniyah Zavala

University High National College Board - First Generation:

Bryan Corral
Michael Davis
Noel Fajardo
Ricardo Gonzalez
Emmanuel Grajeda
Craig Zildjian Librano
Ana Mendoza
Kimberly Moreno
Anieyah Taylor
Darrius Thomas

Neveah Dowd - I am Texas Contest Finalist

Waco High School sophomore, Neveah Dowd, was recognized for being named a Finalist in the I Am Texas Writing and Art Contest. Her piece, titled “The Silver Fields,” will be included in the permanent collection at The Bryan Museum in Galveston, Texas, and is currently on display at the museum through November 23, 2025.

SUPERINTENDENT’S REPORT

Strategic Plan Publication

Dr. Spicer shared that the Waco ISD Strategic Plan has been officially published. Developed through collaboration with the board, staff, families, students and community partners, the plan outlines the district’s shared vision for the future, with clear goals, measurable outcomes and strategies to guide work over the coming years.

Thanksgiving Meals

Dr. Spicer invited families to participate in the Thanksgiving Family Meals hosted by campuses. Appreciation was extended to the Child Nutrition Services team for their planning and preparation.

The meal calendar will be shared on the district website, social media and newsletters. As in previous years, both lunch and dinner times will be offered and some meals will be hosted at larger campuses to accommodate additional attendees.

PEIMS Snapshot Data

Dr. Spicer provided an update on district enrollment for the 2025-2026 school year. As of the official snapshot date, the district records indicate 12,910 students enrolled, a decrease of approximately 466 students from last year.

INFORMATION ITEMS/REPORTS

- Monthly and Quarterly Financial Reports for the Period Ended August 31, 2025
- Monthly Financial Reports for the Period Ended September 30, 2025
- Emergent Bilingual Annual Evaluation and Programs Report
- First Reading to Amend Board Policy CV (LOCAL) As Related to Prevailing Wage Rate

PUBLIC HEARING ON THE 2025 ANNUAL FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS AND REPORT (SCHOOL FIRST)

President Vidana opened the public hearing at 6:42 p.m. Sherry Smith, Executive Director of Finance, presented the School FIRST (Financial Accountability Rating System of Texas) report for 2025. School FIRST is a financial accountability framework established by the Texas Education Agency to ensure effective management of school districts' financial resources. The report was presented during a public hearing, with prior notice published in a local newspaper. For the 2023-2024 fiscal year, Waco ISD received a "Superior" (A) rating, earning a score of 94 out of 100 points.

There were no questions from the public, and the public hearing was closed at 6:50 p.m.

CONSENT AGENDA: CONSIDER AND TAKE APPROPRIATE ACTION

- Amendments to the 2025-2026 Budget
- Bid Award for Education Software and Other School District Related Software
- Bid Award for Educational Consultants, Professional Development, and Other Student-Based Contracted Services
- Bid Award for Local Retailers' General Merchandise
- Bid Award for Maintenance Supplies, Equipment and Services
- Bid Award for Restaurant and Catering Services
- Bid Award for Diagnostic/Screening and Instructional Resources for Intervention and Accelerated Instruction
- Bid Award for Theatre and Fine Arts Supplies, Equipment and Services
- Purchases in Excess of \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Services
- Independent Sources of Investment Officer Training
- List of Qualified Brokers Authorized to Engage in Investment Transactions with the District and Local Banks for the Purchase of Certificates of Deposit
- Investment Policy and Strategies as Codified Under Policy CDA (LOCAL) - Other Revenues: Investments
- Library Books Purchase
- New Course Request
- Board Operating Procedures

- Cooper Foundation Trustee Election
- Allowance Expenditure Authorization #95 to Address Installation of Temporary Domestic Water Pump at Waco High School
- Acceptance of Gifts over \$50,000
- Cotton Palace Park Lease Extension Approval
- Administrator Compliance with HB 3372
- Board of Trustees Meeting Minutes
 - September 25, 2025 - Regular Meeting
 - September 25, 2025 - Special Meeting
 - October 2, 2025 - Workshop Meeting
 - October 7, 2025 - Joint Meeting with the City of Waco City Council

Board President Jose Vidana entertained a motion to approve the consent agenda as presented excluding item *8.T Administrator Compliance with HB 3372*. Jeremy Davis made a motion, seconded by Jim Patton. The motion passed unanimously (6-0).

Mr. Jim Patton indicated that he wished to abstain from voting on item *8.T Administrator Compliance with HB 3372*. Angelo Ochoa made a motion, seconded by Taylor Bledsoe. The motion passed (5-0) with Mr. Patton abstaining.

REVIEW AND DISCUSS PRIORITY 1 - 1.2 INCREASE COLLEGE, CAREER AND/OR MILITARY READY STUDENTS

Dr. Deena Cornblum, Assistant Superintendent of Teaching and Learning, presented an update on the district’s initiatives supporting Strategic Plan Priority 1 and Objective 1.2, focused on improving College, Career and/or Military Readiness (CCMR). The district’s goal is to increase graduates meeting CCMR criteria from 62% in 2025 to 86% by 2030.

CONSIDER, DISCUSS AND TAKE APPROPRIATE ACTION REGARDING THE APPROVAL OF TURNAROUND PLANS AND TARGETED IMPROVEMENT PLANS.

Karmen Logan, Director of School Improvement, reviewed Turnaround and Targeted Improvement Plans for campuses with low state ratings.

- Turnaround Plans: G.W. Carver Middle and Dean Highland Elementary (2025–2027); Parkdale, Kendrick, and Cesar Chavez (2026–2028).
- Targeted Improvement Plans: Waco High, Mountainview, J.H. Hines, Crestview, and Cedar Ridge Elementary.

Plans focus on high-quality instruction, leadership development, positive school culture, strategic staffing, and data-driven instruction, with budgets, timelines and metrics included. TEA submissions are due November 21, 2025. Community engagement meetings have been held or are scheduled for all campuses.

Board President Jose Vidana entertained a motion to approve the Turnaround Plans and Targeted Improvement Plans. Jeremy Davis made a motion, seconded by Angelo Ochoa. The motion passed unanimously (6-0).

REVIEW AND DISCUSS TEACHER RETIREMENT SYSTEM (TRS) ACTIVE CARE PRESENTATION

The Board was informed that Waco ISD has engaged in discussions with Gallagher regarding the potential transition to TRS-Active Care for employee health benefits. As part of this review, Gallagher provided an analysis of TRS-Active Care as a possible option for the district’s 2026 Health Plan Renewal, including considerations related to cost, coverage, and plan structure

PRESENTATION AND DISCUSSION ON 2025 DELINQUENT TAX COLLECTIONS

Connor Buchanan of McCreary, Veselka, Bragg & Allen, P.C., and Rick Bostwick of Beard, Kultgen, Brophy, Bostwick and Dickson, L.L.P., presented an update to the board outlining collection activities, procedures and legal actions taken for delinquent accounts. The firms also assisted with audits of the district’s taxable property values, resulting in additional State Foundation Program revenue of \$731,135 from the 2021 audit, received on August 6, 2025.

ANNOUNCEMENTS

Elizabeth Cox, Chief of Staff, shared the following announcements:

- 10/31 - Student Holiday and Staff Inservice Day
- 11/4 - Early voting
- 11/1 - Creative Waco’s Dia De Los Muertos parade
- 11/20 - November regular board meeting
- 11/24-11/28 - Thanksgiving Break

REVIEW AND DISCUSS POTENTIAL CONTRACTS ON REAL PROPERTY

The board convened into closed session at 8:33 p.m.

The board reconvened at 8:54 p.m.

CONSIDERATION OF PERSONNEL

- Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
- Hear a Complaint or Charge Against an Officer or Employee

ADJOURNMENT

The meeting adjourned at 8:58 p.m.

Board President

Board Secretary

WACO INDEPENDENT SCHOOL DISTRICT

Board Meeting Minutes

Special Meeting, Tuesday, November 4, 2025 - 5:30pm

WISD Administration Offices Board Room

BOARD MEMBERS PRESENT

Jose Vidana
Jeremy Davis
Jim Patton
Keith Guillory
Angelo Ochoa
Taylor Bledsoe
Arash Abnoussi

BOARD MEMBERS ABSENT

CALL TO ORDER

Jose Vidana, Board President, called the meeting of the Waco Independent School District Board of Trustees to order at 5:33 p.m. He stated that a quorum of Board Members was present, that the meeting had been duly called, and that the notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

HOLD TEAM OF EIGHT TRAINING AS REQUIRED BY STATUTE, PROVIDED BY MOAKCASEY, LLC.

Dr. Jodi Duron with MoakCasey facilitated the Team of 8 training with the Board of Trustees and Superintendent, Dr. Tiffany Spicer. The session focused on strengthening governance practices and building collaboration between the School Board and Superintendent.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Board President

Board Secretary

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: November 20, 2025

Contact Person: Dr. Tiffany Spicer

RE: Consider, Discuss and Take Appropriate Action on Expanding Partnership with Waco Family Medicine to Include Behavioral Health Services

=====

Background Information:

Waco ISD and Waco Family Medicine, a Federally Qualified Health Center, have maintained a longstanding and successful partnership providing essential health services to students and families across the District. These collaborations have improved access to healthcare, particularly in underserved areas of our community.

As part of our ongoing commitment to supporting the whole child, the District continues to expand school-based health offerings. In addition to broadening existing dental services and transitioning vision services currently operated by Waco ISD and Transformation Waco, this new initiative introduces on-site behavioral health services at each of the District’s middle school campuses. The pilot program outlined in the MOU being brought before the board will establish behavioral health clinics within middle school campuses to provide early, accessible, and preventive care for students. The goal is to begin operations and provide services in early 2026.

Dr. Jackson Griggs, CEO of Waco Family Medicine, will join Dr. Spicer to present an overview of the partnership, highlight anticipated benefits, and discuss implementation plans for this important initiative.

Fiscal Implications:

Maintain budgeted expenditures associated with providing existing space in Waco ISD facilities to Waco Family Medicine. Staffing and additional operational costs to be provided by Waco Family Medicine.

Administration Recommendations:

The Administration recommends that the Board of Trustees approve the memorandum of understanding between Waco ISD and Waco Family Medicine, as presented.



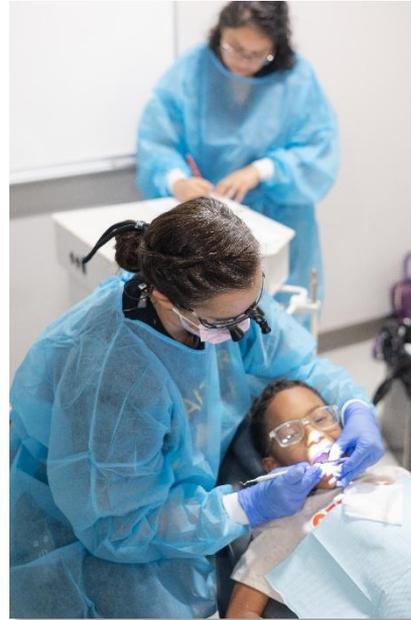
Expanding Access for Students

Introducing School-Linked Behavioral Health Services in Partnership with Waco ISD

What WFM is Already Doing in Schools

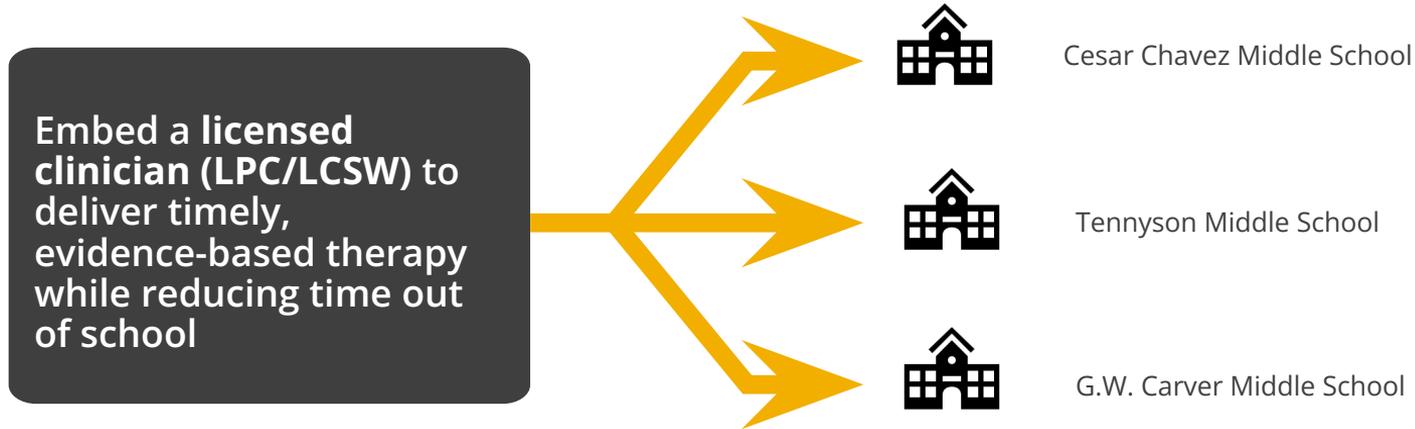
Building on a Strong Foundation of School-Linked Care

- **Mobile Dental Clinics:** Already active and operating successfully **across 6 Waco ISD campuses**, providing preventive and restorative dental care to students.
- **Optometry / Vision Center:** In current planning with Transformation Waco and Waco ISD to expand vision screening and treatment services.



The Vision:

Pilot Behavioral Health Services in 3 Middle Schools



Unaddressed pediatric behavioral health needs are a recognized community priority, and a high percentage do not receive a full course of evidence-based care.

Defining Boundaries and Referral Pathways

Collaboration, Not Duplication:

- School counselors → Academic, career, and personal/social support
- WFM clinicians → Clinical screening, assessment & treatment based on DSM-5-TR diagnoses

Focus Areas:

- Anxiety Disorders, Depressive Disorders, Trauma- and Stressor-Related Disorders, Disruptive, Impulse-Control, and Conduct Disorders, Neurodevelopmental Disorders

Referral Protocol:

- Students will receive a referral from their school counselor to meet with the WFM clinician during the school day



Why This Partnership Matters

Peer-Reviewed Benefits Addressing Behavioral Health in Public Schools

Academic Performance and Achievement

- Improved grade point averages (GPA) and higher core course grades
- Increased standardized test scores and teacher-rated academic competence
- Better school attendance—mental health services at school reduce chronic absenteeism; students who visited school-based health centers for mental health services showed attendance improvements nearly five times greater than those receiving other services
- Reduced school absences—school-based cognitive behavioral therapy (CBT) showed lower costs for days absent from school
- Improved on-task learning behavior and better time management and goal-setting skills
- Lower dropout rates—students with mental health support are less likely to drop out in high school

Sources

- https://hsrc.himmelfarb.gwu.edu/cgi/viewcontent.cgi?article=1759&context=sphhs_policy_facpubs
- <https://pmc.ncbi.nlm.nih.gov/articles/PMC4443903/>
- <https://mhanational.org/blog/impact-school-mental-health-services-reducing-chronic-absenteeism/>
- <https://pure.johnshopkins.edu/en/publications/cost-effectiveness-analysis-of-school-based-treatments-for-anxiety/>

Thank You

**MEMORANDUM OF AGREEMENT
BETWEEN
HEART OF TEXAS COMMUNITY HEALTH CENTER, DBA WACO FAMILY
MEDICINE
&
WACO INDEPENDENT SCHOOL DISTRICT**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Heart of Texas Community Health Center, dba Waco Family Medicine ("WFM") desires to provide school-based healthcare services to children enrolled in the Waco Independent School District ("WISD"); and

WHEREAS, the WISD desires that the WFM furnish said healthcare services to children enrolled in WISD schools;

NOW, THEREFORE, the parties mutually agree to enter into this Agreement upon the following terms and conditions:

1. **TERM AND TERMINATION:** The initial term of this Agreement will be from **January 1, 2026, to July 31, 2026**. After the initial term, this Agreement will automatically renew for successive one-year periods beginning on **August 1** of each year and ending on **July 31** of the following year, unless terminated as provided herein. Either party may terminate this Agreement with ninety (90) days' written notice to the other party, and the parties may mutually agree in writing to terminate the Agreement at any time.
2. **SCOPE OF WORK AND SERVICES:** WFM intends to establish health center clinics at one or more WISD campuses in order to offer school-based healthcare services ("school-based services") to children enrolled on the campus(es). School-based services shall initially include mental health services; however, WFM may at its discretion offer additional healthcare services (including medical and dental services) included in WFM's health center "scope of project" as approved by the Health Resources and Services Administration (HRSA). Services under this MOU are medical/behavioral health services and do not replace IDEA/Section 504 services. WISD retains the obligation to provide IDEA/Section 504 services and other educational services. WFM will coordinate with ARD/504 teams when clinically appropriate and with the school nurse regarding medication-related issues; WFM will not store or dispense student medications on campus unless expressly authorized in a written addendum.
3. **COMPENSATION:** WISD will not pay WFM for services rendered. WFM will bill Medicaid or other applicable payers for reimbursement for services rendered per its standard billing procedures. WFM may bill the parents/guardians of children receiving school-based healthcare services who consent to treatment and do not have active insurance coverage using WFM's sliding fee scale.
4. **IN-KIND SUPPORT:** WISD will provide in-kind support as described in Section 5 to ensure that WFM has the capacity to offer healthcare services on WISD campuses. Should WISD be unable at any time to provide the necessary in-kind support, WFM may at its discretion terminate this Agreement.

5. RESPONSIBILITIES OF WISD: WISD is responsible for the following items to ensure that the services can be successfully delivered:

5.1 WISD shall provide dedicated, HIPAA-compliant space in campus facilities sufficient to support the provision of healthcare services and related administrative activities and shall provide WFM staff appropriate access to such space during business hours. WFM retains the right to decline to offer services on any campus that, in WFM's sole determination, lacks sufficient or appropriate clinical and administrative space;

5.2 WISD shall provide WFM uninterrupted high-speed internet access and phone service at each campus on which WFM provides school-based services.

5.3 WISD shall refer children who may benefit from school-based mental health or medical services;

5.4 WISD shall reasonably assist with communication to parents/guardians regarding available school-based healthcare services and required paperwork (WFM is ultimately responsible for ensuring that all required registration paperwork required by applicable law and/or WFM is completed);

5.5 WISD shall collaborate with WFM to establish protocols for school-based healthcare activities, including scheduling and coordination of services (e.g., process for removing students from class to access school-based services) as well as communication between WISD and WFM staff;

5.6 WISD shall train WFM staff on the security and emergency management procedures at each campus and will include staff in any emergency communication related to the campus;

5.7 WISD shall inform WFM of opportunities to participate in outreach activities at the campus and district level at which WFM may provide information to students and families regarding its school-based and other healthcare services;

5.8 WISD shall ensure that all WISD staff treat any information regarding a child received from WFM with the highest degree of confidentiality, consistent with applicable law, including without limitation HIPAA privacy rules.

5.9 WISD will provide letters of authorization for site address use, signage permissions, and access for inspections as required for CMS/TMHP and managed-care credentialing.

6. RESPONSIBILITIES OF WFM: WFM is responsible for the following items to ensure that the services can be successfully delivered:

6.1 WFM shall ensure that all healthcare regulations for offering school-based health services are satisfied;

6.2 WFM shall recruit and employ properly licensed and credentialed clinicians to provide healthcare services;

6.3 WFM shall be responsible for documenting healthcare services and submitting claims for payment to the relevant payer;

6.4 WFM shall provide any supplies necessary for providing school-based services;

6.4 WFM shall provide computer hardware and software to be used in the provision of school-based healthcare services;

6.5 WFM shall provide communication materials (brochures, etc.) to be distributed to the parents/guardians of children eligible for school-based services;

6.6 WFM shall provide financial eligibility screening and application services for children and families eligible for Medicaid or other financial assistance programs;

6.7 WFM shall collaborate with WISD to establish protocols for school-based healthcare activities, including scheduling and coordination of services as well as communication between WISD and WFM staff;

6.8 WFM shall facilitate access to WFM's full scope of services at other WFM clinic sites for all children enrolled on the campus(es) and their families.

7. LEADERSHIP MEETINGS: WISD and WFM commit to ensuring that campus and clinic leadership meet at least monthly to identify needs and opportunities for each school-based site. WFM and WISD organizational leadership will meet approximately quarterly to discuss the status of the school-based program and identify opportunities for improvement.

8. RECORDS AND MEDICAL INFORMATION: Any health records produced by WFM in the provision of services shall belong to WFM and shall be protected from disclosure by HIPAA privacy rules.

9. CONSENT AND RELEASE: WFM shall not furnish school-based services to any student without fully completed registration paperwork and consent to treat signed by the student's parent/guardian. WFM may, however, provide services to a student who is legally permitted to consent to their own treatment under Texas Family Code §§32.003–32.004 (e.g., counseling for suicide prevention, chemical addiction or dependency, or sexual/physical/emotional abuse; or diagnosis/treatment of certain communicable diseases).

WFM shall be responsible for securing completed registration paperwork and consent to treat from parents/guardians. WFM and WISD shall also request that parents/guardians sign a release of information allowing WFM to communicate with WISD staff regarding the child's healthcare as needed to support the child at school.

10. CONFIDENTIALITY AND DATA SHARING: WFM shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose student information. WFM recognizes that completion of a Data Sharing Agreement is required if WFM is utilizing individual student data for any purpose, including research, individual student tracking for program delivery, or program analysis and/or evaluation. WISD shall maintain strict confidentiality of all information, data or records related to patients and shall not disclose information. WISD recognizes that completion of a HIPAA-compliant Data Sharing Agreement is required if WISD is utilizing protected health data for any purpose.

Each party will notify the other of any privacy or security incident involving the other's data without unreasonable delay and no later than five [5] business days after discovery and will cooperate to mitigate and cure the impact of such a breach. Either party may immediately terminate this Agreement upon written notice if the other party experiences a material safety or privacy breach or loses any required license or insurance necessary to perform its obligations.

WFM will share aggregate service data with WISD at least annually to inform ongoing assessment of the need for services at each school-based site.

Notwithstanding anything to the contrary in the Agreement, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and 164, subparts A and E (the "Privacy Standards"), the Security Standards, 45 C.F.R. Part 160, 162 and 164 (the "Security Standards"), promulgated under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act ("HITECH"), and any other federal, state or local law which governs

patient information, when applicable, shall control over the terms of this Agreement with regard to WFM's or WISD's use or sharing of data. WFM shall determine how the Privacy Standards and other applicable laws shall be interpreted and implemented by WFM and WISD.

11. ASSIGNMENT: This Agreement cannot be assigned or subcontracted without the written and dated agreement of both parties.

12. FORCE MAJEURE. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of force majeure, including without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

13. EXHIBITS. All exhibits described in this agreement are attached hereto and incorporated herein by reference for all purposes.

14. VENUE; CHOICE OF LAW. The obligations and undertakings of each of the parties to this Agreement shall be performable in McLennan County, Texas. This agreement is governed by the laws of the State of Texas.

15. SEVERABILITY; ARTICLE AND SECTION HEADINGS. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

16. NOTICE. Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery to the office designated below or by certified mail, return receipt requested.

WISD: **Attn: Superintendent and Chief of Staff**
501 Franklin Avenue
Waco, Texas 76701-2111

Waco Family Medicine: Attn: Chief Operating Officer
1600 Providence Drive
Waco, TX 76707

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties, and all negotiations and understandings between the parties are merged herein. The terms and conditions of this Agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.

18. INDEPENDENT CONTRACTORS. Each party shall carry out the terms and conditions of this Agreement as an Independent Contractor and not as an agent, servant, or employee of the other party. Employees of one party shall not receive employee benefits from the other party. For all purposes herein, each party is and shall be deemed to be an Independent Contractor of the

other party, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties.

19. **DISCRIMINATION.** No one will, on the grounds of race, creed, color, national origin, disability, age, or gender be subject to discrimination in the performance of this Agreement.

20. **RELEASE AND LIMITATION OF LIABILITY.** To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this Agreement.

21. **DATE OF EXECUTION AND SIGNATURE.** This Agreement is executed in multiple counterparts, each of which constitutes an original, on the date and by the parties stated herein below:

WACO INDEPENDENT SCHOOL DISTRICT

**HEART OF TEXAS COMMUNITY
HEALTH CENTER, DBA WACO
FAMILY MEDICINE**

By: _____

By: _____

Title/Position: _____

Title/Position: _____

Date: _____

Date: _____

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: November 20, 2025

Contact Person: Jill Anderson

RE: Review and Discuss Strategic Plan Priority 3 - 3.1: Increase effective parent/family engagement opportunities to support student success and well-being.

=====

Background Information:

The Waco ISD Strategic Plan Priority 3.1 focuses on promoting student success through parent and family engagement. Strategic Objective 3.1 directs the district to establish and strengthen parent/teacher organizations, create opportunities for parent voice, and organize parent engagement events designed to inform and support families.

The attached presentation provides an update on district progress and includes the following areas of focus:

- Campus PTA/PTO successes;
- Engagement through the Parent Square communication platform;
- Hearing parents’ voices through in-person meetings and surveys; and
- Expansion of campus-based activities.

Fiscal Implications:

N/A

Administration Recommendations:

For discussion only



Waco ISD Strategic Plan Report

Priority 3.1 - Increase effective parent/family engagement opportunities to support student success and well-being.



WACO INDEPENDENT SCHOOL DISTRICT

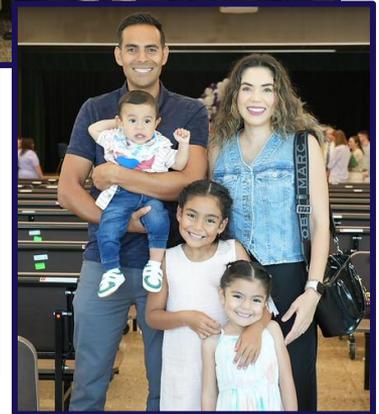


Wisdom works wonders.



3.1.1 - Establish and strengthen parent/teacher organizations across the district.

Goal:
100%
PTA/PTO
campus
participation
by 2030





3.1.2 - Create opportunities for parent voice through informal and formal gatherings.

Focus groups with parents at each campus



Parent Square engagement

99.2%

Contactability

98%

Benchmark

48%

Parent
Interaction

36%

Benchmark



3.1.3 - Create opportunities for parent engagement events designed to inform and support

Climate surveys given to inform action steps

Goal: 88%-95% satisfaction rating for safety and engagement

Baseline: 74% in 2024-2025





3.1.3 - Create opportunities for parent engagement events designed to inform and support.

Quantifying and capturing these wonderful events over the year.





WACO INDEPENDENT SCHOOL DISTRICT

Thank you!

Wisdom ¹⁶³ works wonders.

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: November 20, 2025

Contact Person: Dr. Tiffany Spicer/Ed Love

RE: Consider, Discuss and Take Appropriate Action Renaming the Waco High School Athletics Weight Room

=====

Background Information:

Andrew Billings is a proud graduate of Waco High School (Class of 2013), a product of Waco ISD schools including Alta Vista Elementary and Carver Middle School, and a member of the Waco ISD Athletic Hall of Fame. His extraordinary achievements, both as a student-athlete and as a philanthropic leader, make him uniquely deserving of this honor.

While at Waco High, Andrew was a three-sport athlete in football, powerlifting, and track & field. He earned recognition as a Texas All-State football player on both offense and defense, and was also named to the Texas Academic All-State Team. In powerlifting, he became a two-time state champion (2012 & 2013), breaking the Texas state record with a combined lift of 2,010 pounds, surpassing Olympian Mark Henry’s historic mark.

These record-breaking performances earned him national acclaim:

- Art Briles, former Baylor football coach: “The strongest high school football player in the nation.”
- Lane Kiffin, current Cleveland Browns coach: “The strongest guy I’ve ever seen.”
- NFL.com: “The strongest player in college football.”
- Men’s Health Magazine: Named to the NFL All-Strong Team in 2023, 2024, and 2025
- Barbell Magazine: Listed as one of the Top 10 Strongest NFL Players of All Time

Notably, these rankings consistently reference his Waco High School records as the foundation of his strength legacy—linking his national recognition directly back to Waco ISD.

Andrew continued his academic and athletic career at Baylor University, becoming a Consensus First-Team All-Big 12 selection, AP First-Team All-American, and earning Big 12 Defensive Lineman of the Year and Co-Defensive Player of the Year honors. He helped lead Baylor to back-to-back Big 12 Championships and was named a 2023 Baylor Football Legend. Now in his ninth year in the NFL, currently with the Chicago Bears, Andrew remains committed to education and community impact. He earned his bachelor’s degree in Communication from Baylor University while playing professionally.

Beyond athletics, what truly distinguishes Andrew Billings is his unwavering commitment to Waco ISD and our students. His ongoing philanthropic work has touched every level of our district:

- Annual Andrew Billings Powerlifting Meet (Waco ISD high schools)
- Annual Andrew Billings Youth Football Camp (middle school students)
- “Bikes and Books” Initiative (launched in 2022): Distributes bicycles to students with perfect attendance, helping reduce chronic absenteeism and promoting literacy through the donation of over 1,000 books to elementary students

- “Huddle Up for Teachers” Mini Grant Program (launched in 2024): Provides funding for classroom supplies at multiple Waco ISD elementary schools, in recognition of the financial burdens many teachers face
- Partnerships with:
 - American Lung Association (ALA)
 - Professional Male Mentor Association (PMMA)
 - Waco ISD Men’s Empowerment Summit
 - Waco ISD’s Adopt-a-School Program

His philanthropic foundation was named 2023 Outstanding Foundation by the Association of Fundraising Professionals – Central Texas Chapter.

In 2024, Andrew was honored as the Chicago Bears’ nominee for the Walter Payton NFL Man of the Year Award, the NFL’s most prestigious recognition for community service. When invited to the Super Bowl, he chose to bring not a sponsor or celebrity—but a Waco ISD elementary student from Providence Heights—underscoring his personal investment in our students' lives and futures.

Andrew Billings' story is one of perseverance, achievement, humility, and continued service. He rose to national prominence without ever forgetting his roots in Waco ISD. His impact as one of the strongest athletes in the country is matched by his strength of character and ongoing contributions to our district.

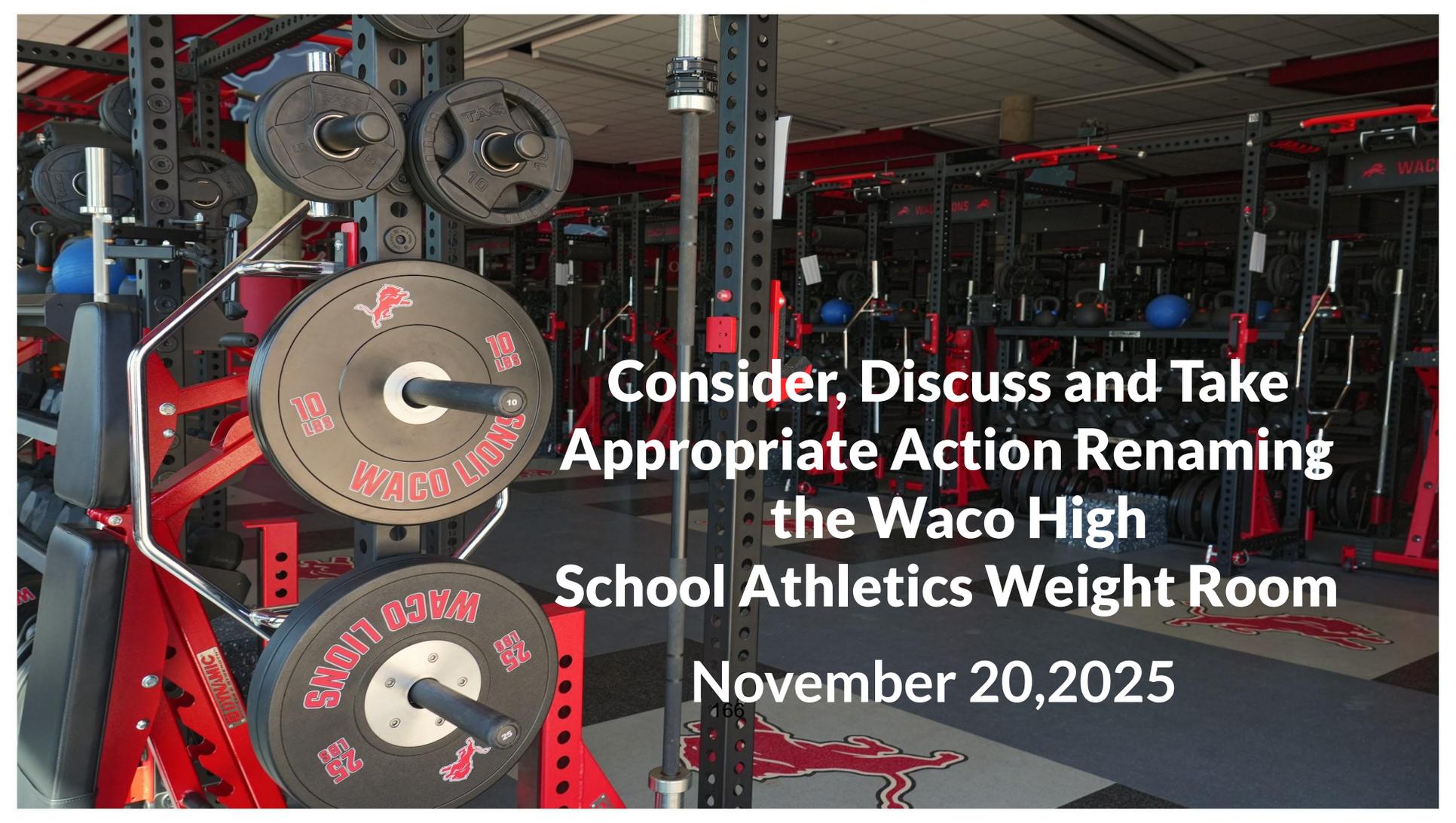
Naming the Waco High School weight room in his honor would not only recognize a remarkable alumnus, but also serve as a daily source of inspiration for generations of students to pursue excellence—both on and off the field.

Fiscal Implications:

Facility and related graphics covered by the 2021 Bond Program and already budgeted athletics funds.

Administration Recommendations:

The Administration recommends that the Board of Trustees approve the recommendation to name the new Waco High School weight room the Andrew Billings Weight Room, as presented.



**Consider, Discuss and Take
Appropriate Action Renaming
the Waco High
School Athletics Weight Room
November 20,2025**

Andrew Billings Waco High Class of 2013

Powerlifting [Video](#)

Walter Payton Man of the Year [Video](#)

