

Agenda of Regular Meeting

The Board of Trustees Lone Oak Independent School District

A Regular Meeting of the Board of Trustees of Lone Oak Independent School District will be held August 21, 2023, beginning at 7:00 PM in the Lone Oak ISD Administration Building 8162 Highway 69 South Lone Oak, TX 75453.

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

1. Establish a quorum and call meeting to order
2. Opening Prayer & Pledges
3. Forum for community input
4. Consent Agenda
 1. Monthly Check Register 3
 2. Finance/Investment Report 6
 3. Budget Amendments/Reallocation 8
 4. Minutes from previous meeting 17
 5. Staff Development Waiver 22
 6. Review Legislative Changes to Policy Manual 26
5. Administrative Team Reports
6. Discuss and possibly act on the 2023-2024 M&O Tax Rate as mandated by the Texas Education Agency. 29
7. Discuss and possibly act on the 2023-2024 I&S Tax Rate.
8. Discuss and possibly act on the 2023-2024 Budget Resolution
9. Adopt a resolution to remove Lance Campbell and Gary Sorrels from the district's TexPool account and add Janee Carter (Superintendent), Nate Compton (Director of Finance & Operations), and Cindy Smith (Accounts Payable).
10. Adopt a resolution to remove Lance Campbell and Gary Sorrells from the district's Inwood Bank accounts and add Janee Carter (Superintendent), Nate Compton (Director of Finance & Operations), and Cindy Smith (Accounts Payable).
11. Consider and possibly approve the agreement for Texas School Medicaid Consultation and Billing. 30
12. Consider and adopt a Resolution of the Lone Oak Independent School District Board of Trustees Authorizing the Execution and Delivery of a Contract to Finance the

Acquisition of Two (2) 2023 International School Busses and Other Matters Related
Thereto.

13. Adopt a Resolution to Declare a Good Cause Exception for House Bill 3 40

Armed Security Officer Requirement on every campus

14. Executive Session
1. 551.074 Discuss personnel or to hear complaints against personnel
 2. 551.0821 Discuss personally identifiable student information
15. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees

Check Nbr	Check Date	Credit Memo	Vend Nbr	Payee	Fnd-Fnc-Obj.So-Org-Prog	Typ Cd	Reason	Amount	EFT
022060	07-13-2023		14066	ALL STAR EXTERIORS	699-81-6639.00-041-499000	C	CEILING MATERIALS/RED	20,000.00	N
022061	07-13-2023		14066	ALL STAR EXTERIORS	699-81-6639.00-041-499000	C	A/C INSTALL/RED HALL	41,980.00	N
022062	07-25-2023		14066	ALL STAR EXTERIORS	699-81-6639.00-041-499000	C	CEILING/GRID/TILES/RED HA	79,850.00	N
022063	07-25-2023		14326	CLEVE CLARK	699-81-6639.00-041-499000 699-81-6639.77-999-499000	C	APRIL-JUNE CONSULT HRS APRIL-JUNE CONSULT HRS	1,527.50 1,527.50	N
							Check 022063 Total:	3,055.00	
022064	07-25-2023		14215	DYNAMIC ENGINEERIN	699-81-6639.77-999-499000	C	ENGINEERING CONSULT FE	1,460.00	N
058577	07-13-2023		14066	ALL STAR EXTERIORS	199-51-6299.00-999-499000 199-51-6299.00-999-499000	C	EXTRA TILES/ADMIN BUILD CLOSET DOORS/ADMIN BUIL	1,200.00 3,500.00	N
							Check 058577 Total:	4,700.00	
058578	07-13-2023		00676	CASH SPECIAL UTILIT	199-51-6259.71-999-499000	C	WATER SERVICES	494.11	N
058579	07-25-2023		14524	AIDEN HOLDER	199-51-6249.00-999-499000	C	JUNE/JULY SUMMER MAINT	380.00	N
058580	07-25-2023		13896	AIR FORCE ASSOCIATI	199-41-6499.00-701-499000	C	AIRFORCE RENEWAL SUBS	90.00	N
058581	07-25-2023		14527	ALEX MCCALLUM	199-51-6249.00-999-499000	C	JUNE/JULY SUMMER MAINT	560.00	N
058582	07-25-2023		14435	AMANDA MOEDER	199-36-6411.75-001-499000	C	MEALS/TBA CONVENTION	155.00	N
058583	07-25-2023		14149	APEX FLOORING SERV	199-51-6249.00-999-499000	C	INSTALL/FLOOR PREP/DEM	41,320.50	N
058584	07-25-2023		00005	ATMOS ENERGY	199-51-6259.74-999-499000	C	GAS SERVICES	443.93	N
058585	07-25-2023		14187	BIG GAME SPORTS IN	199-36-6399.01-001-491000 199-36-6399.01-041-491000	C	PO Created by Req: 540076 PO Created by Req: 540076	3,192.15 1,542.30	N
							Check 058585 Total:	4,734.45	
058586	07-25-2023		14299	BO JACKSON	199-36-6411.00-001-491000	C	MEALS COACH CLINIC	130.00	N
058587	07-25-2023		01220	BRYAN CLARK	199-51-6249.00-999-499000	C	REFINISH GYM FLOORS	5,050.00	N
058588	07-25-2023		14094	C & S LOCKSMITH	199-51-6249.00-999-499000	C	KEYHOLES/MASTER KEYS/L	1,425.91	N
058589	07-25-2023		14525	CAMDEN NORRIS	199-51-6249.00-999-499000	C	JUNE/JULY SUMMER MAINT	470.00	N
058590	07-25-2023		14385	CANON FINANCIAL SE	199-23-6239.00-001-499000	C	COLOR COPIER-JULY	581.46	N
058591	07-25-2023		14298	CHRIS M. WILLIAMS	199-36-6411.00-001-491000	C	MEALS/COACH CLINIC	130.00	N
058592	07-25-2023		14479	CODY CHRISTENBERR	199-34-6499.00-999-499000	C	REIMBURSE/BUS TRAIN CO	70.00	N
058593	07-25-2023		14193	CRITICAL DEFENSE G	199-52-6399.00-999-499000	C	DEFENSE TRAINING PROGR	1,000.00	N

Check Nbr	Check Date	Credit Memo	Vend Nbr	Payee	Fnd-Fnc-Obj.So-Org-Prog	Typ Cd	Reason	Amount	EFT
058594	07-25-2023		02700	DIRECT ENERGY BUSI	199-51-6259.73-999-499000	C	ELECTRIC SERVICES/COLLE	480.74	N
058595	07-25-2023		14248	DOUG JONES	199-36-6411.00-001-491000	C	MEALS COACH CLINIC	130.00	N
058596	07-25-2023		01745	FOLLETT SCHOOL SOL	199-12-6499.99-999-499000	C	LIBRARY CKOUT SYSTEM	2,576.97	N
058597	07-25-2023		14073	FORTE DFW LLC	240-35-6249.00-999-499000	C	COMMODITIES STORAGE FE	147.50	N
	07-25-2023		14503	FORNEY FENCE SUPP	429-52-6219.SS-000-399000	C	FENCE/PANELS/POST/CAPS	7,365.74	
							Check 058597 Total:	7,513.24	
058598	07-25-2023		13653	GENTRY FINANCIAL G	199-41-6499.00-701-499000	C	JULY/EMPLOYEE LIFE INS. P	122.20	N
058599	07-25-2023		14367	JACOB MCCLANAHAN	199-51-6249.00-999-499000	C	JUNE/JULY SUMMER MAINT	310.00	N
058600	07-25-2023		14541	JAKE COCKRUM	199-36-6411.00-001-491000	C	MEALS/COACH CLINIC	130.00	N
058601	07-25-2023		14297	JUSTIN CARPENTER	199-36-6411.00-001-491000	C	MEALS COACH CLINIC	130.00	N
058602	07-25-2023		14543	KEVIN HATCHER	199-36-6411.00-001-491000	C	MEALS/COACH CLINIC	130.00	N
058603	07-25-2023		03115	KYLE MCKINNEY	199-51-6249.00-999-499000	C	REMOVE 12 TREES/MAINTE	1,250.00	N
058604	07-25-2023		14125	LINDSEY BUHLER	199-36-6411.00-001-491000	C	MEALS/ REGISTER COACH C	175.00	N
058605	07-25-2023		01785	LITTLE CAESARS PIZZ	199-23-6499.00-001-499000	C	Pizza/Bufalo Camp	163.83	N
058606	07-25-2023		14294	LOGAN TURNER	199-36-6411.00-001-491000	C	MEALS/COACH CLINIC	130.00	N
058607	07-25-2023		13800	MATTHEW'S AC & HEA	199-51-6249.00-999-499000	C	AC REPAIRS	6,200.00	N
					199-51-6299.00-999-499000		REPLACE	935.00	
							Check 058607 Total:	7,135.00	
058608	07-25-2023		14419	MInMor INDUSTRIES	240-35-6342.00-999-499000	C	CAFE SACK BAGS	433.90	N
058609	07-25-2023		14526	MORGAN CRUCES	199-51-6249.00-999-499000	C	JUNE/JULY SUMMER MAINT	640.00	N
058610	07-25-2023		14095	NATHAN WHITEHEAD	199-51-6249.00-999-499000	C	SUMMER WORKER	510.00	N
058611	07-25-2023		02394	NORTH TEXAS TOLLW	199-11-6411.00-041-411000	C	RIDDLE/MS TEACHER CONF	44.53	N
058612	07-25-2023		13997	PAYTON HOLLAND	199-36-6411.39-001-499000	C	MEALS/FFA CONVENTION	225.00	N
058613	07-25-2023		14055	POWELL LAW GROUP,	199-41-6211.00-701-499000	C	JUNE ATTORNEY SERVICES	11,950.00	N
					199-41-6211.00-701-499000		APRIL ATTORNEY SERVICES	4,950.00	
							Check 058613 Total:	16,900.00	
058614	07-25-2023		14537	R & D GOTHARD ENTE	865-00-2190.57-001-400000	C	N WHITEHEAD PEGASUS SC	2,500.00	N
058615	07-25-2023		14504	ROBERT CHEEK	199-36-6411.75-001-499000	C	MEALS/REGISTER TBA CON	330.00	N

Check Nbr	Check Date	Credit Memo	Vend Nbr	Payee	Fnd-Fnc-Obj.So-Org-Prog	Typ Cd	Reason	Amount	EFT
058616	07-25-2023		13837	ROCKWALL SIGNS & W	199-52-6399.00-999-499000	C	POLICE CAR WRAP/LETTER	3,800.00	N
058617	07-25-2023		14296	RYAN OCHESKEY	199-36-6411.00-001-491000	C	MEAL/REGISTER COACH CLI	160.00	N
058618	07-25-2023		14536	SAM HOUSTON STATE	865-00-2190.49-001-400000	C	S HART HS BETA SCHOLAR	275.00	N
					865-00-2190.62-001-400000		S HART NHS SCHOLAR AWA	375.00	
							Check 058618 Total:	650.00	
058619	07-25-2023		03095	TEXAS A&M UNIVERSI	865-00-2190.57-001-400000	C	A LEWIS/SCHOLAR AWARD	1,250.00	N
058620*	07-25-2023		14283	THE SILVER SPUR RES	199-41-6499.00-701-499000	C	FACILITY RETREAT BAL. DU	37.50	N
	07-31-2023		14283	THE SILVER SPUR RES	199-41-6499.00-701-499000	D	OVER PYMT/KATY	-37.50	
							Check 058620 Total:	.00	
058621	07-25-2023		14542	TRAVIS WILLOUGHBY	199-36-6411.00-001-491000	C	MEALS COACH CLINIC	130.00	N
058622	07-25-2023		02103	TXTAG	199-52-6219.00-999-499000	C	TAHOE/TOLLS/POLICE CONF	32.59	N
058623	07-25-2023		01251	CARD SERVICE CENTE	199-41-6499.00-701-499000	C	MONTHLY HOT SPOT	275.00	N
058624	07-25-2023		14417	WALKER QUALITY SER	240-35-6249.00-999-499000	C	CONSULT SERVICES/BALAN	1,100.00	N
058625	07-25-2023		14545	WYATT WHARTON	199-36-6411.39-001-499000	C	MEALS/FFA CONVENTION	225.00	N
058627	07-25-2023		14468	AMAZON CAPITAL SER	199-11-6399.00-001-411000	C	CLASSROOM BOOKS	259.80	N
					199-11-6399.00-101-411000		3RD GR/GAME DAY	200.87	
					199-11-6399.00-101-411000		SHIPPING LABELS	75.98	
					199-11-6399.20-999-499000		CABLE/ JUNCTION BOX/TEC	891.57	
					199-11-6399.20-999-499000		TECH SUPPLIES	1,259.09	
					199-41-6399.00-701-499000		IPAD/PENCIL/COMBO TOUC	1,457.99	
					199-41-6399.PS-750-499000		POSTAGE MACHINE INK	81.00	
					199-41-6499.00-701-499000		COOLING TOWELS/STAFF	123.96	
					459-41-6399.00-751-499000		CO-OP LAPTOP	979.97	
							Check 058627 Total:	5,330.23	
071820	07-18-2023		00141	CLAIMS ADMINISTRATI	753-41-6499.00-999-499000	D	WORKER COMP	3.00	N
					753-41-6499.00-999-499000		WORKER COMP	3.00	
					753-41-6499.00-999-499000		WORKER COMP	2.00	
					753-41-6499.00-999-499000		WORKER COMP	1.00	
					753-41-6499.00-999-499000		WORKER COMP	1.00	
					753-41-6499.00-999-499000		WORKER COMP	2.00	
					753-41-6499.00-999-499000		WORKER COMP	10.00	
					753-41-6499.00-999-499000		WORKER COMP	29.00	
					753-41-6499.00-999-499000		WORKER COMP	17.00	
					753-41-6499.00-999-499000		WORKER COMP	16.00	
					753-41-6499.00-999-499000		WORKER COMP	60.00	
					753-41-6499.00-999-499000		WORKER COMP	23.00	
							Check 071820 Total:	167.00	
Grand Totals:								263,160.59	

End of Report

* indicates voided checks

**LONE OAK INDEPENDENT SCHOOL DISTRICT
SUMMARY OF BANK ACCOUNT BALANCES
FOR THE MONTH END July 2023**

	OPENING BALANCES		WITHDRAWALS		ENDING BALANCES	
<u>CHECKING ACCOUNTS</u>						
General Operating	\$ 1,078,369	1,524,588	904,645		1,698,312	
Debt Service	2,107,742	12,588	0		2,120,330	
TURF REPLACEMENT FUNDS	50,005	0	0		50,006	
CAPITAL PROJECTS - BOND	13,081,069	518	141,830		12,939,757	
TOTAL CHECKING ACCOUNTS	\$ 3,236,116	1,537,176	904,645		3,868,647	6
<u>TIME DEPOSITS</u>						
Texpool (General Operating)	\$ 79,001	344			79,345	Accounts
Texpool (I & S)	4,890	20			4,911	
American Nat'l Bank CD'S	2,323,897		534,547		1,789,350	6462 8039
Inwood Nat'l Bank CD	214,377	884			215,261	6339
Inwood Nat'l Bank CD (I&S)	42,921	43			42,964	6648
TURF REPLACEMENT CD	250,751	250			251,002	9605
CAPITAL PROJECTS - CD#1	10,111,072	39,968			10,151,040	7815
CAPITAL PROJECTS - CD #2	10,217,536	0	0		10,217,536	9810

TOTAL TIME DEPOSITS	\$	23,244,446	41,509	534,547	22,751,409
TOTAL ALL FUNDS	\$	26,480,562	1,578,686	1,439,192	26,620,056
(Deduct) Interaccount Transfers		0	0	0	0
TOTAL FOR PERIOD	\$	26,480,562	1,578,686	1,439,192	26,620,056

Fund Balance as of June 30, 2022: \$5,376,830 Audited
Fund Balance as of June 30,2023 TBD Not Yet Audited

**ATTN: ALL CD INTEREST ABOVE IS ACCRUED INTEREST
RECEIVABLE, AND WILL BE ACCURATELY RECONCILED
TO THE DISTRICT'S GENERAL LEDGER AT YEAR END.**

LONE OAK ISD

2023 - 2024 BUDGET

GENERAL OPERATING FUND

FUND 199 - General Operating

REVENUES:		(ORIGINAL) ESTIMATED REVENUES	(AMENDED) ESTIMATED REVENUES
OBJECT	DESCRIPTION		
5700	Local / Intermediate Revenue	\$ 3,822,226	\$ 3,822,226
5800	State Program Revenue	9,004,581	\$ 9,004,581
5900	Federal Program Revenue	220,000	\$ 220,000
TOTAL		\$ 13,046,807	\$ 13,046,807

APPROPRIATIONS:		(ORIGINAL) AMEND / REALLO	(AMENDED) AMEND / REALLO
FUNCTION	DESCRIPTION		
11	Instruction	\$ 7,092,823	\$ 7,076,823
12	Instructional Resources & Media	277,047	\$ 277,047
13	Instructional Staff Development	8,000	\$ 83,000
21	Instructional Administration	174,902	\$ 174,902
23	School Leadership	696,454	\$ 696,454
31	Guidance and Counseling	295,328	\$ 295,328

33	Health Services	121,437	\$	121,437
34	Student Transportation	427,280	\$	507,280
35	Food Service	68,362	\$	68,362
36	Cocurricular / Extracurricular	670,210	\$	681,210
41	General Administration	1,207,445	\$	1,197,445
51	Facilities Maintenance & Operations	1,287,832	\$	1,227,832
52	Security & Monitoring Services	45,000	\$	45,000
53	Data Processing	10,000	\$	10,000
61	Community Services	28,762	\$	28,762
71	Debt Services	252,916	\$	252,916
93	Shared Service Arrangement	254,500	\$	254,500
99	Other Intergovernmental Charges	122,000	\$	122,000
				<hr/>
		\$	13,040,298	\$
				13,120,298
				<hr/> <hr/>

FOOD SERVICE FUND**FUND 240 - Food Service Fund**

REVENUES:		(ORIGINAL) ESTIMATED REVENUES	(AMENDED) ESTIMATED REVENUES
OBJECT	DESCRIPTION		
5700	Local / Intermediate Revenue	\$ 350,000	\$ 350,000
5800	State Program Revenue	35,000	35,000
5900	Federal Program Revenue	396,581	396,581
TOTAL		\$ 781,581	\$ 781,581

APPROPRIATIONS:		(ORIGINAL) AMEND / REALLO	(AMENDED) AMEND / REALLO
FUNCTION	DESCRIPTION		
35	Food Service	\$ 723,557	\$ 780,138
TOTAL		\$ 723,557	\$ 780,138

DEBT SERVICE FUND**FUND 599 - Debt Service Fund**

REVENUES:		(ORIGINAL) ESTIMATED REVENUES	(AMENDED) ESTIMATED REVENUES
OBJECT	DESCRIPTION		
5700	Local / Intermediate Revenue	\$ 2,800,000	\$ 2,800,000
5800	State Program Revenue	200,000	200,000
5900	Federal Program Revenue	-	-
TOTAL		\$ 3,000,000	\$ 3,000,000

APPROPRIATIONS:		(ORIGINAL)	(AMENDED)
FUNCTION	DESCRIPTION	AMEND / REALLO	AMEND / REALLO
71	Debt Service	\$ 2,784,105	\$ 2,784,105
		\$ 2,784,105	\$ 2,784,105

AMEND #1
Aug 21,2023

\$	-	\$	-
<hr/>			
\$	-	\$	-

AMEND #1
DIFFERENCE

Aug-23
(16,000.00)

75,000.00

80,000.00	
11,000.00	
(10,000.00)	
(60,000.00)	
<hr/>	
80,000.00	0.00
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**#1 AMENDMENT
DIFFERENCE**

0.00

**#1 AMENDMENT
DIFFERENCE**

56,581.00
56,581.00

**#1 AMENDMENT
DIFFERENCE**

0.00

#1 AMENDMENT DIFFERENCE

0.00

RLZD REV	BALANCE
-11,523.38	2,788,476.62
609.96	609.96
-1,657.75	-1,657.75
-16.8	-16.8
-12,587.97	2,787,412.03

Regular Meeting

Monday, July 17, 2023 6:00 PM

Lone Oak ISD Administration Building, 8162 Highway 69 South, Lone Oak, TX 75453

Orville Gentry: Present
Nikki Haynes: Present
Lee Hogue: Present
Donald Isenberg: Present
Jeremy McClanahan: Present
Clint Patterson: Present
Justin Ramm: Present

1. Establish a quorum and call meeting to order

Discussion: This meeting was called to order at 6:01 PM

2. Opening Prayer & Pledges

Discussion: Lee Hogue gave the opening prayer.

3. Forum for community input

Discussion: There was no community input provided.

4. Consent Agenda

Action(s):

Motion to approve the consent agenda as presented. This motion, made by Donald Isenberg and seconded by Orville Gentry, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Lee Hogue: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea

Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

4.1. Monthly Check Register

4.2. Finance/Investment Report

4.3. Budget Amendments/Reallocation

4.4. Minutes from previous meeting

5. Administrative Team Reports

Discussion: Mrs. Whitehead gave an LOES update
Dr. Wilhite gave an LOMS update
Mr. Morrow gave a LOHS update
Mrs. Luhn gave an enrollment update

Mr. Shepherd gave a maintenance and operations update
Mrs. Alvis gave a food service update
Chief Northcutt gave a safety and security update

6. Review and consider approval of the 2023-2024 handbooks and Code of Conduct

Action(s):

Motion to approve the handbooks and the Student Code of Conduct as presented. This motion, made by Jeremy McClanahan and seconded by Clint Patterson, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Lee Hogue: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

6.1. Student Handbook

6.2. Student Code of Conduct

6.3. Staff Handbook

7. Review 2023-2024 T-TESS Calendar and grade Reporting Periods.

Action(s):

Motion to approve the 2023-2024 T-TESS calendar and grade reporting periods as presented. This motion, made by Nikki Haynes and seconded by Jeremy McClanahan, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Lee Hogue: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

8. Discuss and possibly take action on the TASB Worker's Comp Renewal and Property and Casualty Insurance

Action(s):

Motion to approve the TASB Worker's Comp Renewal and Property and Casualty Insurance as presented. This motion, made by Nikki Haynes and seconded by Clint Patterson, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Lee Hogue: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

9. **Discuss and consider the approval of the bus loan agreement**

Action(s):

Motion to approve the bus loan agreement as presented. This motion, made by Clint Patterson and seconded by Orville Gentry, Passed.

Voting Detail:

Orville Gentry: Yea
Nikki Haynes: Yea
Lee Hogue: Yea
Donald Isenberg: Yea

Jeremy
McClanahan: Yea
Clint Patterson: Yea

Justin Ramm: Yea

Voting Summary: Yea: 7, Nay: 0

10. **Discuss Legislative Revenue Updates, Impacts and Solutions**

Discussion: This item was moved to after the executive session.

11. **Executive Session**

Discussion: The board adjourned into executive session at 6:33 PM and returned from executive session at 7:30 PM.

11.1. 551.074 Discuss personnel or to hear complaints against personnel

12. **Adjournment**

Discussion: This meeting was adjourned at 7:31 PM

Board Secretary

Agenda of Special Meeting

The Board of Trustees Lone Oak Independent School District

A Special Meeting of the Board of Trustees of Lone Oak Independent School District will be held August 4, 2023, beginning at 3:30 PM in the Lone Oak ISD Administration Building 8162 Highway 69 South Lone Oak, TX 75453.

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

1. Establish a quorum and call meeting to order
2. Opening Prayer & Pledges
3. Consider approving a resolution for the authorization to allow budget transfers between function codes for the 2023-2024 school year.
4. Discuss and possibly approve the purchase of a new ag truck out of the district Fund Balance.
5. Executive Session
 1. 551.074 Discuss personnel or to hear complaints against personnel
6. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees

**BOARD OF TRUSTEES
LONE OAK INDEPENDENT SCHOOL DISTRICT
LONE OAK, TEXAS**

Date: July 18, 2023

Reported by: Heather Bortz

Subject: Staff Development Waiver

Discussion/Action

BACKGROUND INFORMATION:

The staff development waiver allows the district to train staff on various educational strategies designed to improve student performance in lieu of student instruction during the school year. This waiver provides 2,100 total waiver minutes to use for professional development and still count towards the total required instructional minutes. This waiver is specifically for staff development in place of student instruction. The days for the 2023-2024 school year to account for the 2,100 minutes include September 8, October 13, November 10, February 9, March 22.

STRATEGIC GOAL:

Lone Oak ISD will ensure academic achievement and growth for all students.

ITEM ADDRESSED:

Staff Development Waiver for 2023-2024 School Year

BUDGET INFORMATION:

N/A

RECOMMENDED ACTION:

This item is for consent approval of the Staff Development Waiver for the 2023-2024 school year.

Staff Development Waiver

2023-2024 School Year



Staff Development Waiver

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The days for the 2023-2024 school year to account for the 2,100 minutes include September 8, October 13, November 10, February 9, March 22.





ANY QUESTIONS





Legislative Changes for Your Policy Manual

To: District Superintendent, Superintendent’s Administrative Assistant, and Policy Contact

Administrative Action: Yes.

- Review the included information.
- Present the resolution regarding chaplains for board consideration during the specified timeframe.

Board Action: Yes.

- Consider the included information.
- During the specified timeframe, take action on the resolution to determine whether to adopt a policy authorizing the employment or acceptance as volunteers of chaplains.

- Deadline:**
- Review the included information as soon as possible.
 - Consider and take action on the resolution between September 1, 2023, and March 1, 2024.

Summary

This correspondence provides information about updates to your policy manual following the 88th Legislature, Regular Session.

Background

Policy Service will begin mailing Update 122 to districts in mid-October 2023. Many of the legislative changes will take effect before this or beginning with the 2023-24 school year, and districts understandably want to ensure that their policies meet the new requirements.

As in previous legislative years, there is an unavoidable preparation time while we develop appropriate policy recommendations and process the large post-legislative update. To address this time during which local policies may not yet comply with new laws, several years ago Policy Service recommended the following provision be included in policy BF(LOCAL):

Harmony with Law Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Anticipated Update 122 Changes

Update 122 will include those issues with immediate impact on district governance and operations and is expected to be quite large, as is typical for post-legislative updates. A preliminary list of local policies, along with relevant Senate or House Bill numbers, includes:

- CQB(LOCAL) — cybersecurity ([SB 271](#))
- DC(LOCAL) — employment practices ([HB 1789](#))
- EHB(LOCAL) — special programs ([HB 3928](#))
- EHBCA(LOCAL) — compensatory services and intensive programs ([HB 1416](#))
- FEA(LOCAL) — compulsory attendance ([SB 68](#))
- FFAC(LOCAL) — medical treatment ([SB 294](#), [SB 629](#))
- FFB(LOCAL) — crisis intervention ([HB 3](#), [SB 1720](#))
- FL(LOCAL) — student records ([HB 1416](#))

Please note: [SB 763](#) authorizes districts to employ chaplains or accept chaplains as volunteers to provide support, services, and programs for students as assigned by the board. These provisions apply beginning with the 2023-24 school year. While your district currently may allow chaplains along with other visitors or volunteers on campus, [SB 763 requires each board to take a record vote not later than six months after the effective date, September 1, 2023, on whether to adopt a policy authorizing a campus to employ or accept as volunteers chaplains.](#)

To facilitate this record vote, we have prepared a Draft Resolution for SB 763 [accompanying this Alert](#) for consideration by the board between September 1, 2023, and March 1, 2024. If the board approves the option to adopt a policy to authorize district campuses to employ or accept as a volunteer a chaplain, send your TASB policy consultant a copy of the resolution so Policy Service may update the district’s DP(LOCAL) policy to reflect the board’s decision. If the board would prefer only to accept chaplains as volunteers like other district or campus volunteers, contact your policy consultant for assistance with language at GKG(LOCAL).

Additional Update 122 Policies

Other policies that will be in Update 122 include:

- CSA(LOCAL) — safety and security

New Policy Provisions

The following policies will not be included in Update 122. Districts will need to contact Policy Service for assistance with preparing drafts of the applicable policies.

- DEC(LOCAL) — leaves and absences ([HB 1486](#), [HB 471](#)): Statutory changes require that full-time telecommunicators be provided mental health leave like peace officers. In addition, other statutory changes require a district to extend paid leave to police officers or EMS personnel for an injury or illness related to their line of duty. After the required leave ends, the board may extend the leave at full or reduced pay. After any extension expires, the employee may use accumulated leave. ***If Policy Service has a record that the district has a police force, the district’s policy consultant will contact the district in mid-August with additional information regarding this policy.***

- EIC(LOCAL) — class ranking ([HB 3803](#)): A new law permits parents to elect to have their student repeat a high school course in which the student was enrolled during the previous school year unless the district determines the student has met all requirements for graduation. Absent local policy, TEA guidance provides that the original passing grade must be retained. **Contact your policy consultant for assistance with policy language that reflects the district’s option regarding the use of grades from retaken courses in the calculation of class rank and on the transcript.**

Other Resources

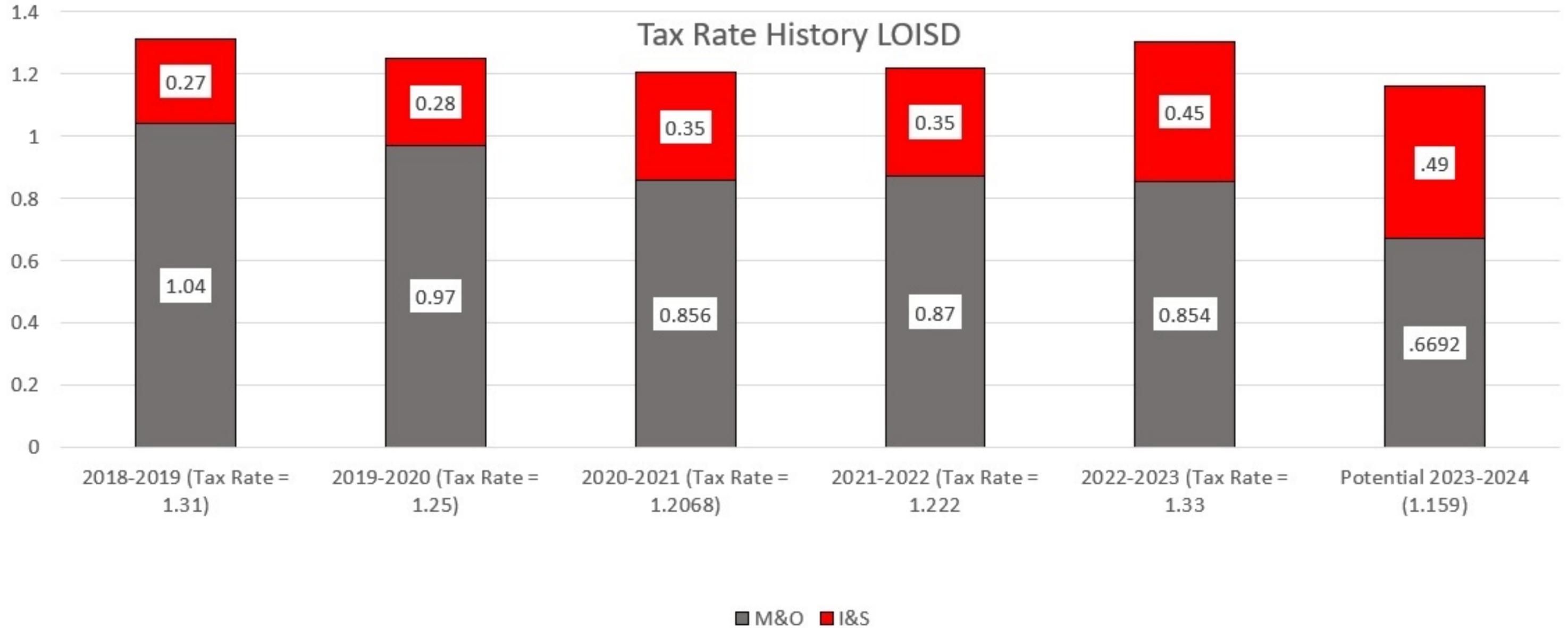
In addition to the local policy recommendations that will be issued with Update 122, many bills were included in the updates to the [Model Student Handbook](#) and the [Model Student Code of Conduct](#), released in English and Spanish in July.

Need help?

If you have questions, please contact your [policy consultant](#) for assistance.

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

TAX RATE HISTORY



AGREEMENT
For Texas School Medicaid Consultation and Billing

This is an agreement between Lone Oak Independent School District, a public school district and political subdivision of the state of Texas (the "District") having an address of 8162 Hwy 69 S Lone Oak, TX 75453-5305 and MSB School Services ("MSB™"), a Delaware Limited Liability Company, having an address of 1615 Scottsdale Dr., Bldg 2, Ste. 200C, Cedar Park, Texas 78641, effective as of June 19, 2023, (the "Effective Date") with a billing start date of August 21, 2023.

Whereas MSB™ is in the business of providing Medicaid Consultation and Billing for school districts as defined in Exhibit A; and

Whereas MSB™ wishes to provide Medicaid Consultation and Billing to the District; and

Whereas the District desires to utilize MSB™'s Medicaid Consultation and Billing.

Now, therefore, in consideration of the premises and the mutual promises and mutual undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

Definitions

- A. **"X Logs™"** means **"X Logs™"** Clinical Notation Solutions necessary to access MSB™'s host server facilities.
 - B. **"Licensed System"** means **X Logs™, Clinical Notation Solution, and Support Services.**
1. **Agreement Term.** The initial term of this Agreement is three (3) years, effective as of the Effective Date.
 2. **Administration Fee.** In exchange for MSB's provision of Medicaid Consultation and Billing, the District shall pay MSB™ an Administration Fee. The Administration Fee will be calculated as a percentage of the amount actually received by the District in Medicaid reimbursement during the Agreement term. The District agrees to pay all undisputed administration fees after the District's receipt of an itemized invoice and in accordance with Texas Government Code Chapter 2251.

During the contract term, the District shall pay an Administration Fee for all interim reimbursements received through the Medicaid to Schools Program. The District shall also pay an Administration Fee for amounts received on all Cost Settlements prepared during the Agreement Term and any additional reimbursement identified by MSB™ through appeals for cost reports prepared by previous vendors.

The administration fee paid by the District to MSB™ shall be:

- 1st Year Rate: 9%
- 2nd Year Rate: 9%
- 3rd Year Rate: 9%

3. Services and Responsibilities. MSB™ hereby agrees to provide Medicaid Consultation and Billing as outlined in Exhibit A. The District agrees to perform District Responsibilities outlined in Exhibit B and to pay the rates set forth above to MSB™.
4. Strict Compliance. If a Party fails to exercise any right or to insist that the other Party strictly comply with any obligation, no such failure or insistence shall be a waiver of the right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties that varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.
5. Jointly Drafted. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.
6. Intellectual Property Rights/Confidentiality. It is agreed that any and all work, data, and information that is the product of the Licensed System, including any and all student data, shall belong wholly to the District. All information and school data submitted or input into the Licensed System remains the proprietary information of the District and may not be copied or used in any way without the express written permission of the District, with the exception that employees of MSB™ may access the Licensed System and data from the Licensed System for provision of Support Services, manipulation of data for appropriate purposes, and facilitation of data transfer to enable the District to meet its state and federal reporting requirements. At expiration or termination, the District may request, in writing (which may include email), all District information stored in the X Logs® Clinical Notation Solution. MSB™ will, within 30 days, provide to the District (or a thirty party designated by the District) all of its information in such a format as requested by the District and. Notwithstanding the above, this Agreement does not transfer ownership rights of the Licensed System or intentionally create derivative works based on such intellectual property. The District agrees to not distribute the Licensed System to any person or entity other than District personnel or contracted District personnel. MSB™ understands and acknowledges that the District is a governmental entity subject to the Texas Public Information Act. Compliance by the District with said Act, or any ruling or determination by the Texas Attorney General's Office shall not be considered a breach of this Agreement.

MSB™ SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND EACH OF ITS TRUSTEES, EMPLOYEES, AGENTS, AND AFFILIATES FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY FEES) OR CLAIMS BROUGHT BY A THIRD PARTY AGAINST THE DISTRICT ALLEGING THAT ANY PORTION OF THE INTELLECTUAL PROPERTY PROVIDED OR MADE AVAILABLE TO THE DISTRICT BY MSB™, ITS EMPLOYEES, AUTHORIZED PARTNERS, CONTRACTORS OR SUBCONTRACTORS UNDER THIS AGREEMENT INFRINGES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING, BUT NOT LIMITED TO, U.S. COPYRIGHT, PATENT, OR TRADEMARK.

7. Bankruptcy. If, at any time, MSB™ seeks the protection of the U.S. Bankruptcy Act of 1978, as amended or any applicable state bankruptcy law and
 - a. Has a receiver in equity appointed for its property requests or consents to the appointment of a receiver, or
 - b. Has a trustee in reorganization appointed for its property, or
 - c. Files a voluntary petition for reorganization or arrangement, or

- d. Files a voluntary petition in bankruptcy, or
- e. Files an answer admitting bankruptcy or agreeing to a reorganization or arrangement, or
- f. Makes an assignment for the benefit of its creditors,

then the District may terminate this Agreement. Any payments due from MSB™ to the District under this Agreement shall be deemed an administrative expense under 11 U.S.C. §503. This Paragraph shall not apply in the event of a withdrawal or discharge of any petition that occurs within 45 days of the date on which any such petition is filed.

8. Further Assurances. If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.
9. Authority to Execute. Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her respective entity or agency to execute this Agreement and to legally bind each such entity or agency as set forth in this Agreement.
10. Termination. Either party may terminate this Agreement without cause with thirty (30) days written notice to the other Party. Either party may terminate this Agreement for cause if the party provides written notice of the default and intent to terminate to the other party and the other party fails to cure the default within said thirty-day period. Upon termination, any compensation due MSB™ will be limited to services actually performed and accepted by the District prior to termination.
11. Costs. In any adjudication of a claim for breach of contract under this Agreement, reasonable and necessary attorneys' fees that are equitable and just may be awarded to the prevailing party. Otherwise, no provision of this Agreement is a waiver of any immunity or defense or consent to suit. No dispute or claim under this Agreement shall be subject to arbitration.
12. Compliance. Each party agrees to comply with all laws, regulations, and requirements related to State or Federal Medicaid reimbursements. No utilization of Medicaid Consultation and Billing by the District will constitute the formation of an attorney-client relationship between MSB™ and the District.
13. Notices. Except as otherwise expressly set forth in this Agreement, all notices, demands, and other communications to be given or delivered under the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, or by documented overnight delivery service, or sent by e-mail, provided a confirmation copy is also sent no later than the next business day by first class certified mail, return receipt requested to the Party at the address set forth at the head of the Agreement, or such other address as specified in writing by such Party.
14. Force Majeure. Neither party shall be liable for delay in performance or nonperformance hereunder due to causes beyond that party's reasonable control, including but not limited to acts of God, fires, strikes, pandemics, epidemics, and delinquencies of suppliers, intervention of any governmental authority or acts of war on terrorism. In such event, the non-performing party will provide prompt written notice to the other party (i) of the date of inception of the event and the extent to which it will affect performance, (ii) the reasons for such nonperformance, and (iii) the anticipated length of its inability to perform. The nonperforming party shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed by any event unless and until such delayed product or service is provided. The provisions of this section shall not preclude District from canceling or terminating the Agreement.

15. **FERPA.** To the extent District grants MSB™ access to Personally Identifying Information (PII) or other protected FERPA data, or MSB™ has access to or stores or holds any such District PII or FERPA protected data, MSB™ agrees to: (i) access and use such data solely for the purpose of providing professional services to District pursuant to the Agreement between MSB™ and the District in accordance with the terms and conditions of said Agreement; (ii) maintain physical, technical, and administrative safeguards to protect said data against unauthorized access, use, or disclosure while it is accessible to or held by MSB™; and (iii) not disclose said data to any third party, except: (x) to its employees, consultants or contractors who need to have access to such information and solely for purposes of providing professional services to the District, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out in this contract; and (y) to the extent required by a judicial order or other legal obligation, provided that, to the fullest extent permitted by law, MSB™ will promptly notify District of such a required disclosure to allow intervention by District (and will cooperate with the District) to contest or minimize the scope of the disclosure. Nothing in this contract shall require MSB to take measures in excess of those commonly accepted in the industry as commercially reasonable.
16. **General.** This Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument, (ii) shall be governed by and construed under the laws of Texas applicable to contracts made, accepted, and performed wholly within Texas, without application of principles of conflicts of laws; (iii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts, and the like between the parties in such respect; (iv) may be amended or modified only by a writing signed by the parties and any right under this Agreement may be waived in whole or in part, only by a writing signed by the parties; (v) contains headings only for convenience, which headings do not form part, and shall not be used in construction, of this Agreement; (vi) no party to this Agreement may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party, shall bind and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns; (vii) is not intended to inure to the benefit of any third-party beneficiaries; (viii) venue for any proceedings related to this Agreement shall be in Tarrant County, Texas; (ix) invalidity of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof which shall remain in full force and effect; (x) in the event litigation cases are settled prior to adjudication, the parties are responsible for their own attorney fees; and (xi) nothing in this Agreement shall be construed to create an employment relationship between the Parties; and (xii) the District does not waive or relinquish immunity or any defense on behalf of itself, its officers, employees, or agents as a result of entering into this Agreement.
17. **Access to District Stakeholders.** The District and MSB intend that MSB™ will have quarterly access to District's direct program stakeholders for consultation, training, and question and answer sessions. These meetings may take place in person or online at the District and MSB's discretion, but in-person meetings shall take place at the District. The District and MSB acknowledge that regular and direct access with District program stakeholders is critical as best practices and regulations change and the District's awareness of these changes and best practices are critical to a successful program and partnership.
18. **INDEMNIFICATION.** MSB™ SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AND ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, FORMER EMPLOYEES, VOLUNTEERS, AGENTS AND LEGAL REPRESENTATIVES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTIONS, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR

OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF MSB™, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

19. **Insurance.** MSB™ agrees to provide the District, prior to the effective date of this Agreement, proof of the minimum insurance requirements (for Software, including Cloud Based, >\$50,000) contained in Exhibit C, attached hereto and incorporated herein for all purposes.

20. Verifications by MSB™

- a. Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if MSB™ has at least ten (10) full time employees, then MSB™, by its execution of this Agreement represents and warrants to the District that MSB™ does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.
 - b. MSB™ verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If MSB™ has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.
 - c. Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if MSB™ has at least ten (10) full-time employees, then MSB™ represents and warrants to the District that MSB™ does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This provision does not apply to sole proprietorships.
 - d. Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if MSB™ has at least ten (10) full-time employees, then MSB™ represents and warrants to the District that MSB™ 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. This provision does not apply to sole proprietorships.
 - e. MSB™ verifies by its signature that it is not an abortion provider or an affiliate of abortion providers.
21. **No Waiver of Immunity.** Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of District, its trustees, officers, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.
22. **Relationship Between Parties.** None of the provisions is intended to create nor shall be deemed to create any relationship between the parties hereto other than that of independent contractors. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the employer of the other.

[signature page follows]

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

Lone Oak ISD

Name of Duly Authorized Agent: _____

Title of Duly Authorized Agent: _____

Signature of Duly Authorized Agent: _____

Signature Date: _____

E-mail address: _____

MSB School Services LLC

Name of Duly Authorized Agent: _____

Title of Duly Authorized Agent: _____

Signature of Duly Authorized Agent: _____

Signature Date: _____

E-mail address: _____

EXHIBIT A

Summary of Medicaid Consultation and Billing

As the consulting and billing agent, MSB™ agrees to adhere to all rules and regulations that pertain to the submission of claims under the rules and regulations that govern School-Based Medicaid reimbursement programs. MSB™ shall provide the following services to the District:

- Unlimited access to an assigned local Program Specialist who will provide a single point of contact to manage the District's entire Medicaid to schools program.
- Complete enrollment management for National Provider Identifier.
- Complete enrollment management for Texas Provider Identifier.
- Complete management of Fairbanks (STAIRS) account.
- Complete management of Medicaid Administrative Claiming (MAC) enrollment.
- Maintain annual state training certifications for Cost Reporting, Random Moment Time Study (RMTS) Participant List and MAC.
- Complete management of quarterly RMTS Participant List certification, including staff training and response management.
- Complete management of MAC financial certification.
- Complete management of Provider credentials to ensure they are current per SHARS billing guidelines.
- Complete management of Professional Oversight of applicable Providers (COTA, PTA, SLPA, Grandfathered SLP, Delegated Nursing Services) per SHARS billing guidelines.
- Unlimited onsite and online training for administrators and service providers to ensure the success of the SHARS program in the District.
- Daily monitoring of Provider participation in the SHARS program (Clinical documentation).
- Complete management of Specialized Transportation sessions and claiming.
- Accurate, dependable, and confidential billing process: Processing of all Medicaid claims using both paper logs and/or the electronic files generated by the school districts' health care practitioners and other qualified staff via X Logs™ service documentation.
- Audit Provider clinical notation for SHARS compliance and deny or hold any sessions missing needed information.
- Tracking and Reconciliation of all submitted claims from Texas Medicaid & Healthcare Partnership (TMHP), including the resubmission of rejected claims and the appeal of denied claims.
- Reports which show the status of all Medicaid transactions, reimbursements and cataloging of electronic service delivery records.
- Special reports as requested by the District.

- Complete management of the Certification of Funds process.
- Storage of all Remittance and Status reports from TMHP.
- Complete analysis, audit and appeal/corrections of the previous two years' Cost Reports as allowed by the State.
- Complete management of the annual Cost Reporting Process.
- Complete management of the salary allocation for SSAs and Co-ops.
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with Medicaid reimbursement to schools.
- Advise the District in contract negotiations with non-employees regarding contract sections related to payment terms and proper documentation for billing purposes.
- Assistance in audit preparation and facilitation to assist with proper procedure and rigorous compliance, Interface with State Medicaid Agencies and State Education Agencies as appropriate as a result of audit findings.
- Review filed cost report(s) compared to what was desk reviewed and submitted to the state to ensure the amounts agree with what was filed. Additional review of subsequent cost reports to ensure the settlement trend is consistent across years. If an appeal opportunity is identified, MSB advises the District of the appeal and prepares the documentation to submit to the state. If no appeal is needed, MSB supports the District in next steps to waive the appeal and receive funds.
- MSB takes on the audit process to defend methodologies, and information that was reported. Cost reports are subject to audit for up to 7 years beyond the state submission date.
- MSB does not invoice the District while a recoupment originating from an audit is on the district's account with the state, as the district is receiving no payments.
- Administrative, consulting, statistical and audit services to the District.
- Complete management of the audit process, including audit preparation and facilitation to assist with proper procedure and rigorous compliance, Interface with State Medicaid Agencies and State Education Agencies as appropriate as a result of audit findings.
- X Logs™ Licensed System.
- School data hosted on a secure server.
- X Logs™ web-based software usage.
- Unlimited technical support – 5 days a week via toll free number, Live Chat, and/or email.
- Supporting documentation (Online User Guides, Video Tutorials).
- X Logs™ software updates.

EXHIBIT B

District Responsibilities

As the Provider of Record, the District agrees to provide information to MSB™ that adheres to all rules and regulations that govern school-based Medicaid programs. Below is a list of responsibilities that the District agrees to fulfill:

- Maintain X Logs™ forms and fields related to certifications, licensures, etc. of all staff for whose services the District is seeking reimbursement.
- Maintain individual education programs (IEP)s within the school-based Medicaid program guidelines for all services for which the District is seeking reimbursement.
- Maintain necessary paperwork related to all Medicaid required referrals, orders or recommendations for services for which the District is seeking reimbursement.
- Maintain attendance records.
- Maintain actual cost data for covered services.

EXHIBIT C
Insurance Requirements

[insert CISD's insurance requirements]

**Resolution to Declare a Good Cause Exception for House Bill 3
Armed Security Officer Requirement**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Lone Oak Independent School District hereby determines that the School District is unable to ensure that at least one armed security officer, as defined by law, is present during regular school hours at each district campus;

BE IT FURTHER RESOLVED that the Board of Trustees determines that:

The District's noncompliance is due to the availability and lack of funding and personnel who qualify to serve as a security officer.

FINALLY, BE IT RESOLVED that the Board of Trustees, having claimed a good cause exception, will develop and document an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code.

Adopted this _____ (date) day of _____ (month), _____ (year), by the Board of Trustees.

Presiding officer's signature: _____

Secretary's signature: _____