



*Shemeka Millner-Williams
Interim Superintendent of Schools*

**Certified Notice of Posting and Agenda
of Lancaster ISD Board of Trustees**

*Virtual Meeting via Zoom
February 25, 2021 @ 6:30 PM*

1. Zoom Video Conference & Call-in Information

The public may access this meeting via Zoom video conference:

Join Zoom Meeting, Meeting ID: **955 6920 2922**, Passcode: **861458**, by calling **1-346-248-7799** or by calling toll-free **1-833-302-1536**.

2. District Goals

Goal 1 - (G1) Improve Student Performance

Goal 2 - (G2) Fiscal Responsibility and Financial Transparency

Goal 3 - (G3) Campus Safety

Goal 4 - (G4) Improve Internal and External Communication

3. Call Meeting to Order

4. Citizens Communication

Should you wish to address the Board during public comment, please submit your name and address to info@lancasterisd.org by 5:00 p.m. on Wednesday, February 24, 2021. Please put the following in the subject line of the email: "Public Comment for February 25, 2021 Board Meeting."

5. Recognitions & Commendations

Recognition of Students, Staff, Community Members, Donations, and Gifts.

6. Superintendent's Report

Attendance and Achievement Report



Lancaster ISD Board Agenda

Meeting Type: Called

Meeting Date: 2/25/2021

Category: Communication

Item Name: Superintendent Attendance and Achievement Report

Related Goals (District and/or Strategic): Goal 1: Improve Student Performance

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: Shemeka Millner-Williams

Presenter and District Contact: Shemeka Millner-Williams

Explanation: The interim superintendent will provide and update on attendance and achievement to the board and public.

Intended Audience: Stakeholders

Impact or Expected Outcome: No action needed.

Recommendation: No action needed

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: N/A

Projected Completion Date: N/A



Superintendent's Report

February 2021



The COVID-19 pandemic has introduced uncertainty into all aspects of national and global society, including for schools. Lancaster ISD has wrestled with seemingly impossible choices that balance health risks associated with in-person learning against the educational needs of children, which are often better served when kids are in their physical schools.





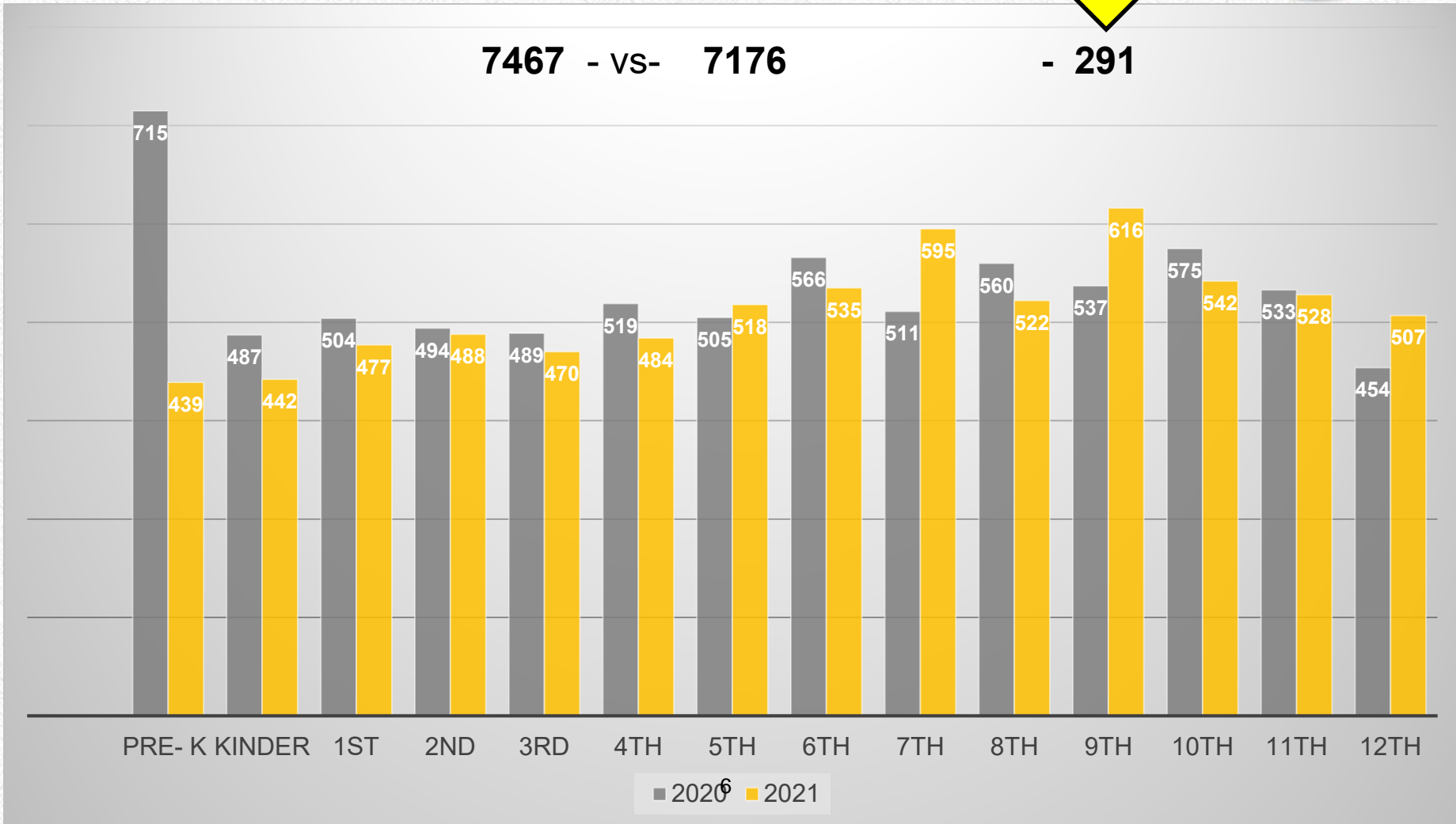
Based on historical learning trends and prior research on how out-of-school-time affects learning, we estimated that students would potentially begin Fall 2020 with roughly 70% of the learning gains in reading relative to a typical school year. In mathematics, students were predicted to show even smaller learning gains from the previous year, returning with less than 50% of typical gains.

2020- vs 2021 Enrollment

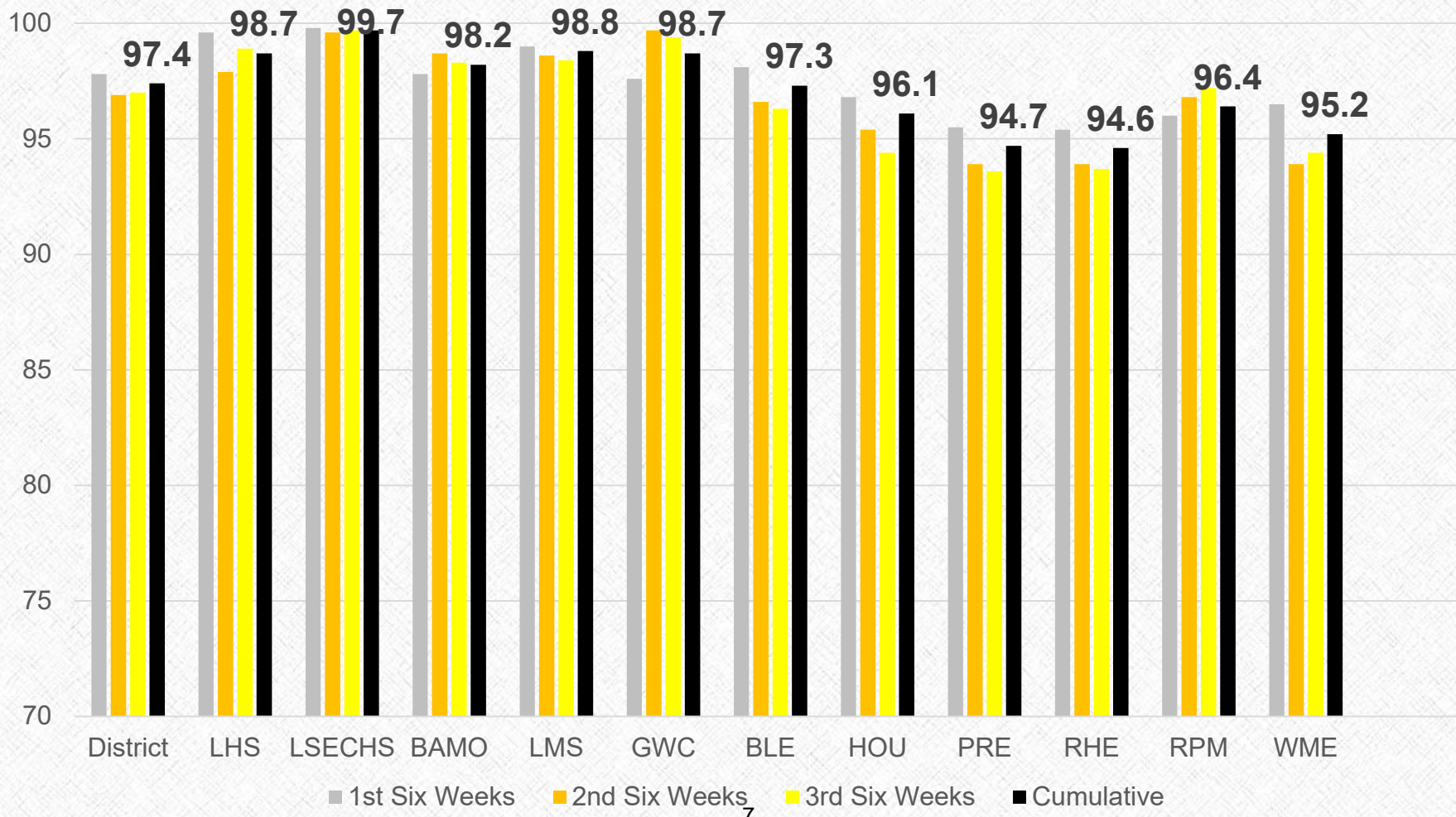


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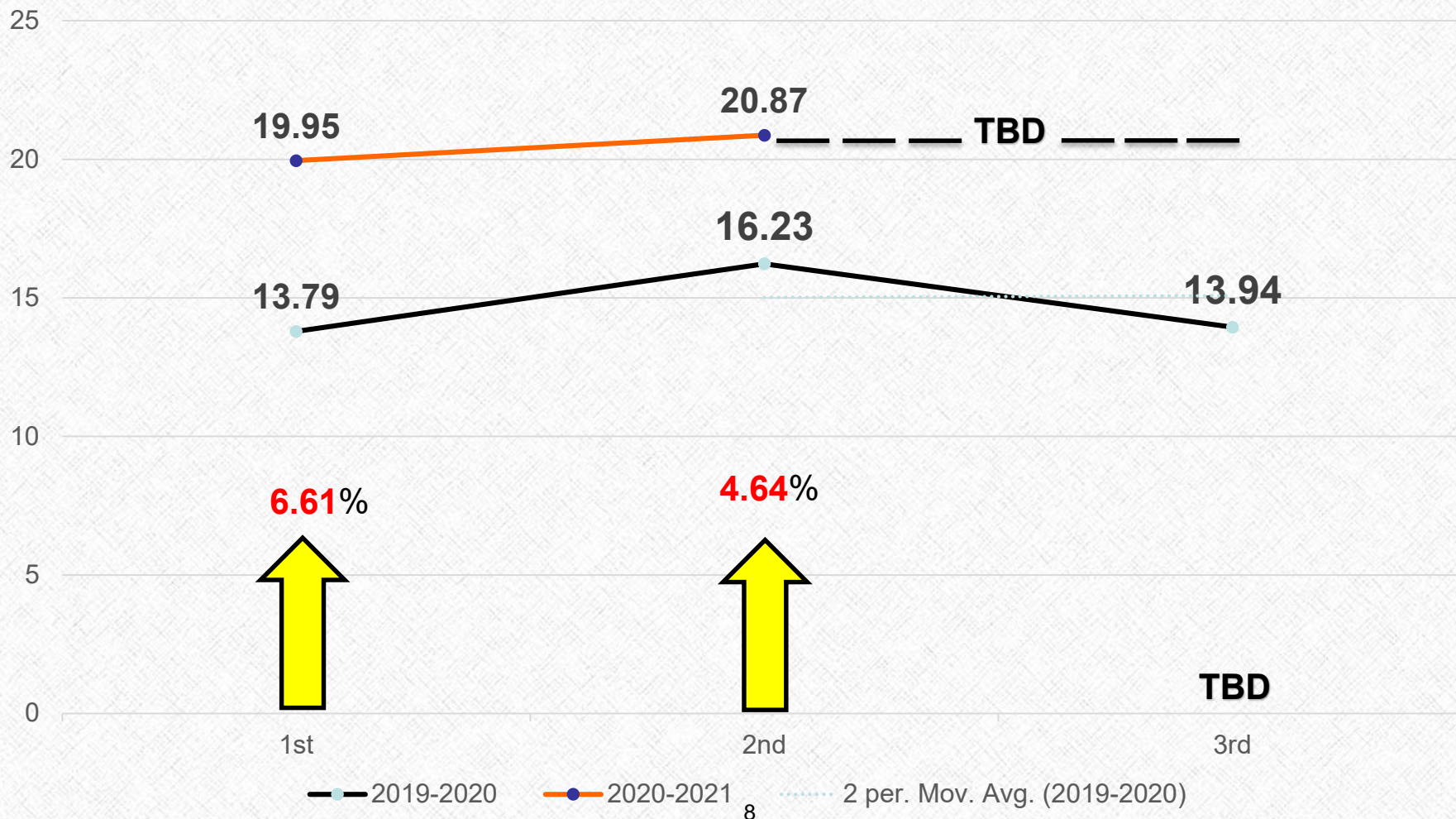
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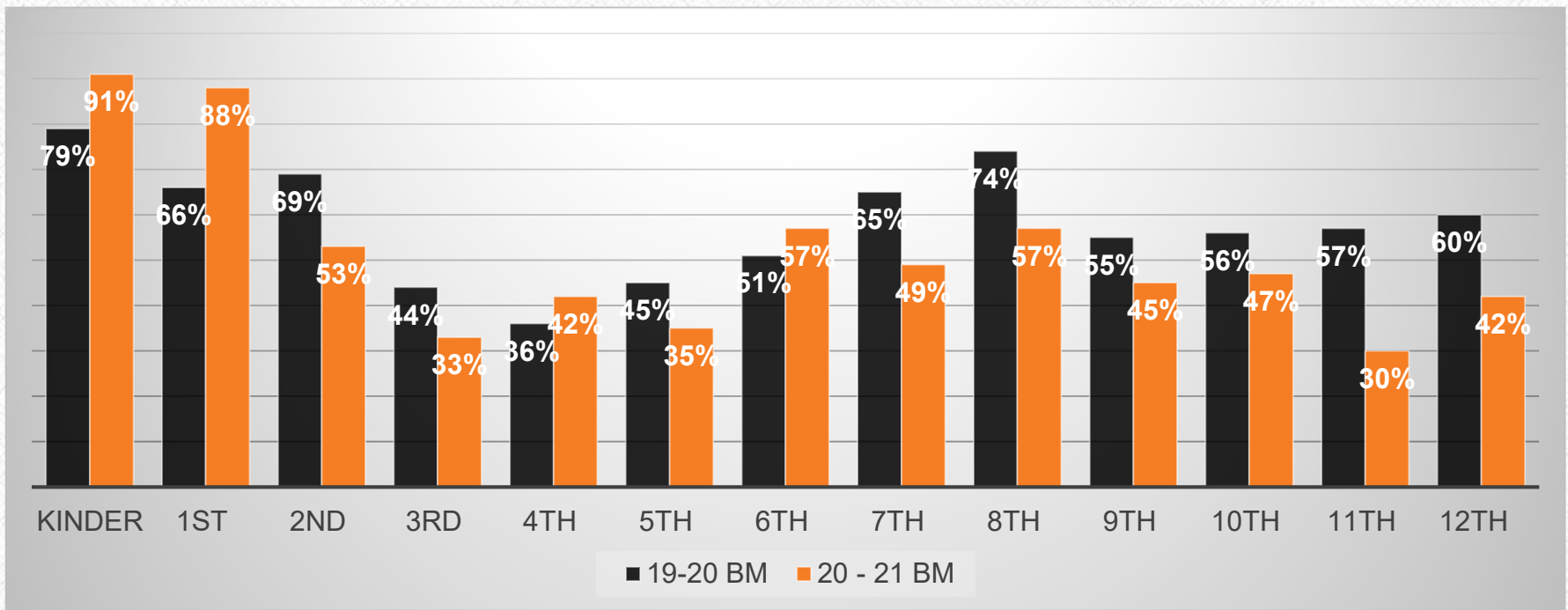
Attendance



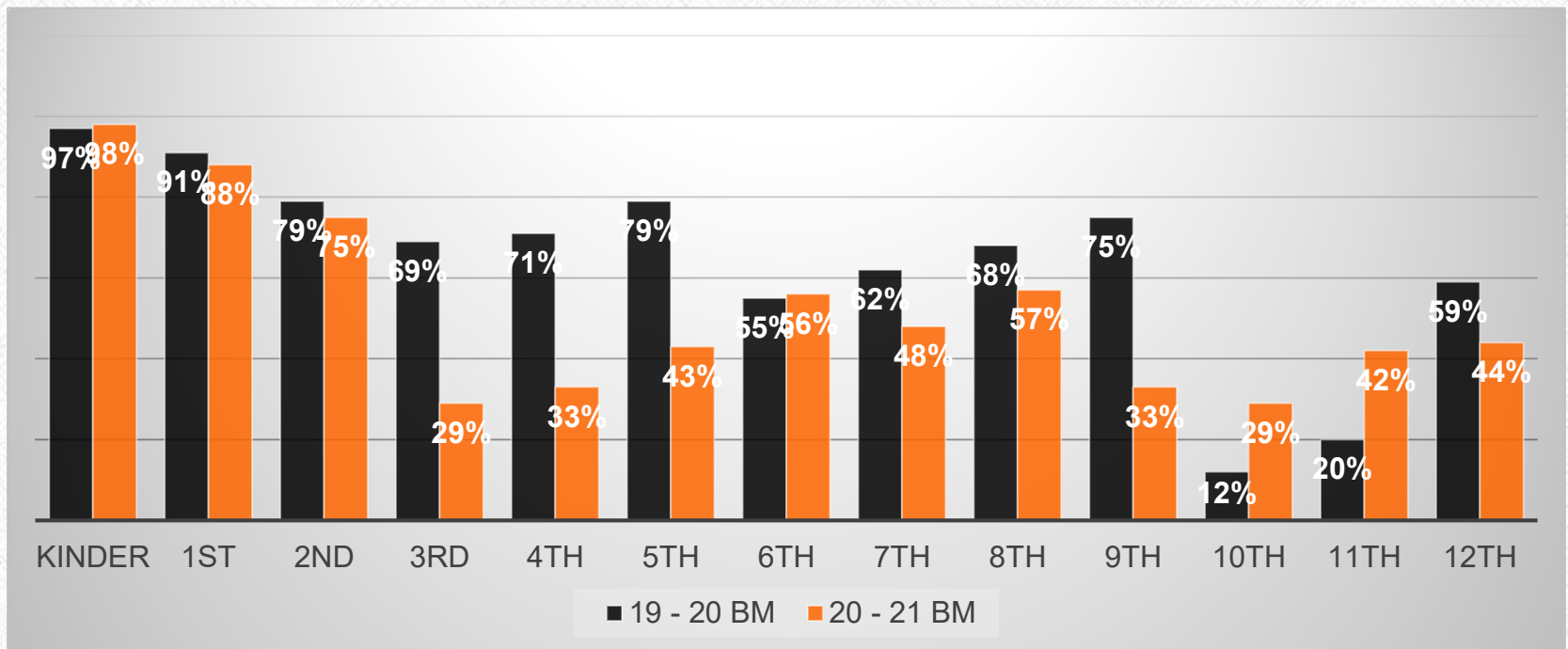
% of Class Failures by Six Weeks



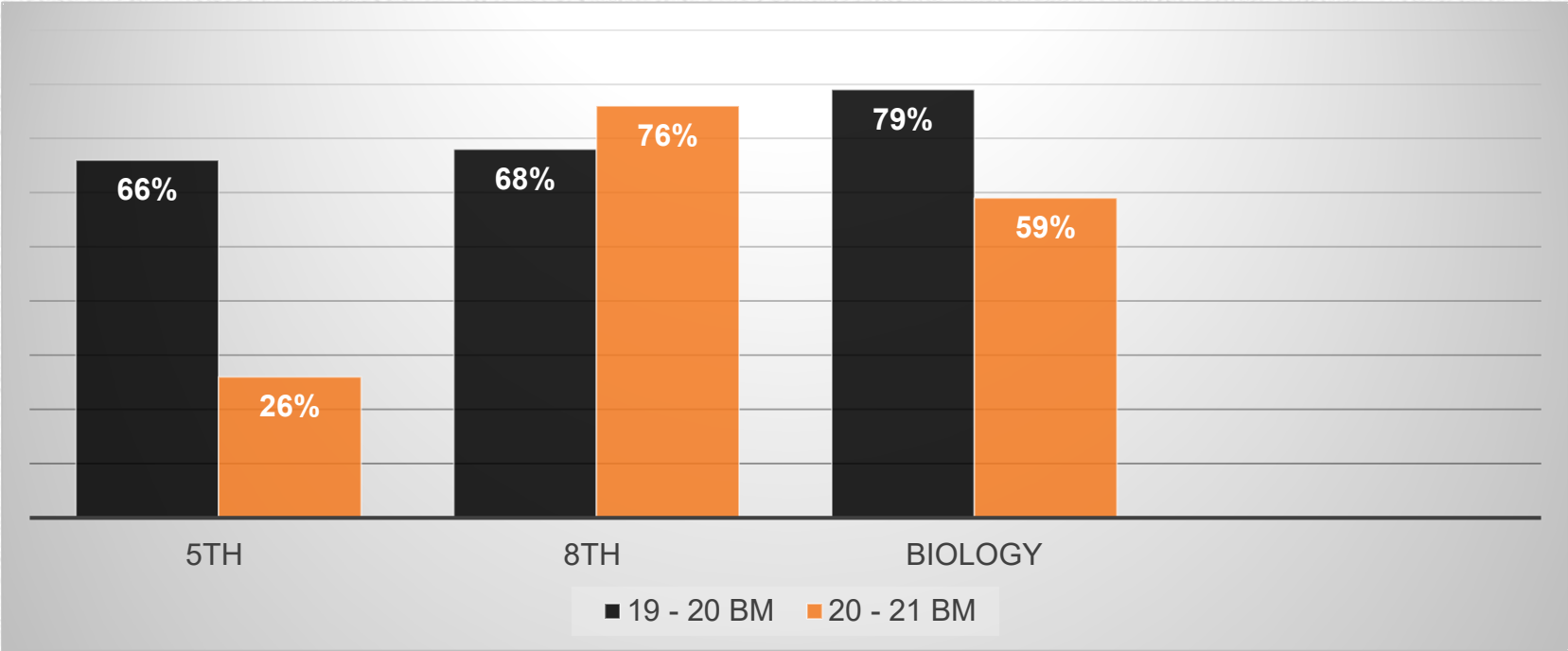
Reading - K – 12th Grades



Math - K – 12th Grades



Science - 5th Grade, 8th Grade, and Biology



Instructional Setting- LISD



Campus	Enrolled as of Jan 29	Face to Face	Percentage	Remote Virtual	Percentage
LHS	1391	209	15.03%	1182	84.97%
LSECHS	319	25	7.84%	294	92.16%
BAMO	476	96	20.17%	380	79.83%
LMS	1124	225	20.02%	899	79.98%
GWC	546	75	13.74%	471	86.26%
PRE	689	195	28.30%	494	71.70%
HOU	693	244	35.21%	449	64.79%
WME	669	189	28.25%	480	71.75%
RPMB	439	143	32.57%	296	67.43%
RHE	424	161	37.97%	263	62.03%
BLE	457	208	45.51%	249	54.49%
DISTRICT	7227	1770 ¹²	24.49%	5457	75.51%

Our Neighbors



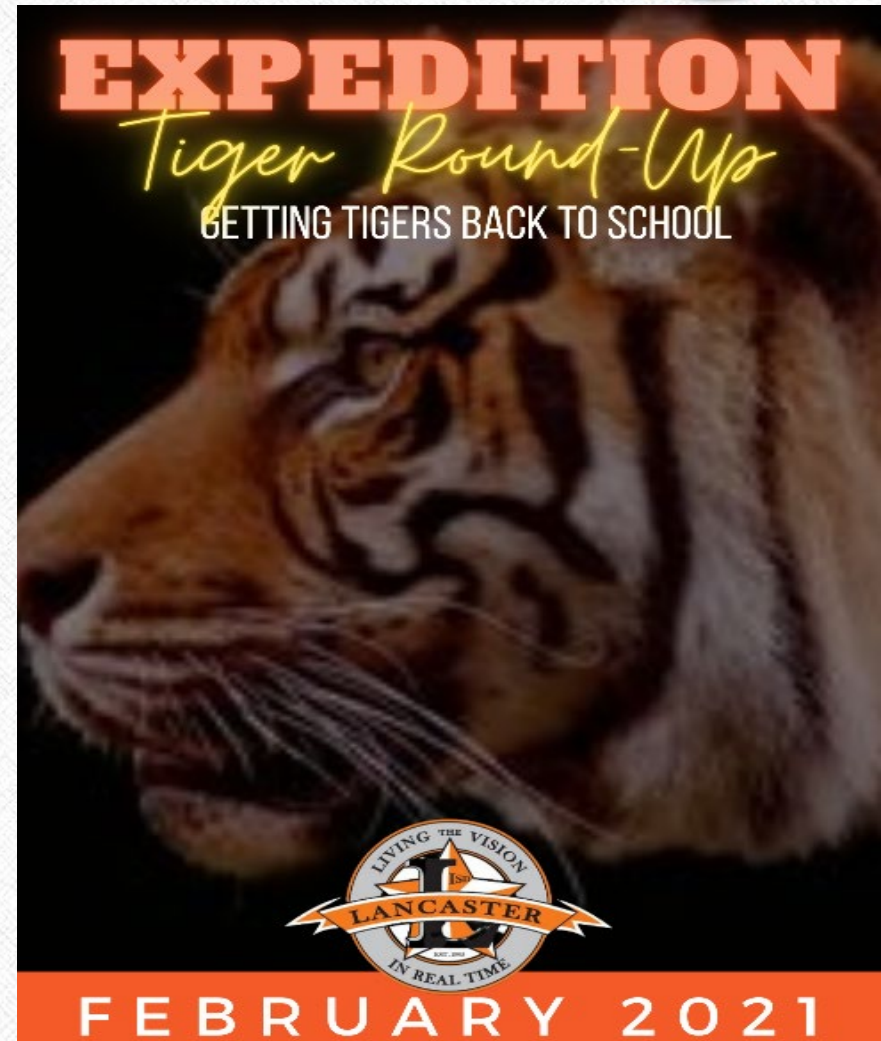
District	% Face to Face
Lancaster	24%
DeSoto	30%
Cedar Hill	46%
Duncanville	50%
Mansfield	55%
Richardson	65%
Midlothian	80%
Waxahachie	100%

Tiger Round-Up



- **Marketing/Action Campaign to return identified students to face-to-face instruction**
- **District and Campus Leadership to make contact in-person to advise parents of their students needs and provide clarity on safe in-person school attendance**

14



Questions



7. **Adoption of Consent Agenda**

A. Consider approval of the following Minutes - BE(LOCAL):

17



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Consent Agenda

Item Name: Approval of the December 15, 2020 Called Meeting Minutes, January 14, 2021 Regular Meeting Minutes, January 25, 2021 Called Meeting Minutes, February 3, 2021 Called Meeting Minutes.

Related Goals (District and/or Strategic): Goal 4: Improve Internal and External Communication

Currently Budgeted? Yes No No Budgetary Impact
(If Yes, description provided under Fiscal Implications).

Attachments: Yes No

Primary Contact Person: Shemeka Millner, Acting Superintendent

Presenter: Marion Hamilton, School Board President

Explanation: Approval of general election order.

Intended Audience: Internal/External.

Impact or Expected Outcome: N/A

Recommendation: Administration recommends approval of this item.

Fiscal Implications and Funding Source: None.

Frequency Monitored: Monthly

District Contact: Mrs. Margo Enriquez

Minutes of Called Meeting
The Board of Trustees Lancaster ISD
December 15, 2020 at 6:00 p.m.

The Board of Trustees of Lancaster ISD met in a public meeting via Zoom videoconferencing.

1. **Call Meeting to Order**

Board President Marion Hamilton called the meeting to order at **6:00** p.m.

Trustees present: Marion Hamilton, LaShonjia Harris, Kendall L. Smith, Carolyn Morris, LaRhonda Mays, Rhonda Davis (joined meeting at 6:03 p.m.).

2. **Citizens Communication on Posted Agenda Items**

None presented.

3. **Recess to Closed Session**

The Board went into executive session at **6:04 p.m.** As authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551 Tex. Gov't Code Sections: §551.071(Legal Advice from School attorney; Discussion of pending and/or anticipated litigation) and §551.074 (Personnel Issues).

- A. A. Legal advice from school attorney on personnel issues and contract issues, regarding Dr. Elijah Granger, including possible action to rescind Voluntary Separation Agreement between Granger and Lancaster ISD.
- B. Discussion of proposed termination of Dr. Elijah Granger.
- C. C. Discussion of submission of report to Texas Education Agency, State Board for Educator Certification and/or Investigations, regarding Dr. Elijah Granger.
- D. Discussion regarding proposal for Interim Superintendent Search.
- E. E. Discussion on compensating Shemeka Millner for her additional duties as Acting Superintendent.
- F. F. Legal advice from school attorney and discussion regarding the scope and hiring process for a Forensic Auditor.

4. **Reconvene in Open Session**

The Board reconvened into open session at **9:01 p.m.** to consider and take possible action on items discussed in closed session.

- A. Discussion and take possible action to revise board policy DC (LOCAL).

Attorney Sharesa Alexander gave a brief comparison of previous policy and current policy revisions. Previous policy approved November 23, 2020 required board authority for the hiring of all contractual personnel. Proposed revised policy calls for board approval for the hiring of contractual positions equivalent to or above the campus principal.

President Hamilton asked for a motion. Trustee Jones moved to adopt proposed language for DC (LOCAL) as presented, seconded by Trustee Morris.

Trustee Harris, Davis, and Mays voted no.

Trustee Smith, Jones, Morris, and Hamilton voted yes.

Motion carried 4-3.

At 9:28 Sharesa Alexander noted that there was a revision to the policy regarding the hiring of LISD graduates that was not addressed. The revision requires that graduates are qualified, pass a background check, and meet other qualifying criteria. The district would be able to offer priority but not required to hire.

Trustee Jones clarified that, even though the board did not discuss this section of the revision, when he motioned it included this section as well. An amended motion is not needed.

B. Discussion and take possible action to revise board policy BED (LOCAL).

Attorney Sharesa Alexander gave a brief comparison of previous policy and current policy revisions. The proposed policy revision will allow flexibility for public comment and strike a balance. This revision will extend to 3 minutes from 1 minute and allow members of the public to speak on agenda items and issues not related to public agendas.

Trustee Morris made the motion, seconded by Trustee Smith, that under public comments, regular meetings are included and that special meetings are included in the language, back to three minutes and direct the Superintendent to respond to any direct questions to the board.

Kendall Smith noted that the policy does state that when necessary for effective meeting management, or to accommodate large numbers of individuals, wishing to address the board the presiding officer has a discretion to limit time when necessary.

Trustees Harris, Davis, Mays voted no.

Smith, Jones, Morris, Hamilton voted yes.

Motion carried 4-3.

C. Discussion and take possible action to rescind the Voluntary Separation Agreement and Release between Dr. Elijah Granger and Lancaster ISD, executed on November 9, 2020.

President Hamilton asked for a motion. Trustee Morris made the motion, seconded by Trustee Smith, to rescind the voluntary separation agreement and release between the district and Dr. Elijah Granger executed on November 9th 2020.

Trustee Harris, Davis, and Mays voted no.

Trustee Smith, Jones, Morris, and Hamilton voted yes.

Motion carried 4-3.

D. Discussion and take possible action to propose termination of Dr. Elijah Granger.

The board went back to this item at 9:46 p.m.

Trustee Jones hopes rescinding the voluntary separation agreement coupled with this item will hopefully mitigate the district's potential losses.

Trustee Morris believes that this is in the best interest of the district. This will allow the district to focus on the district and move forward.

Trustee Harris is in support of Dr. Granger's decision to separate from district and does not support termination. To her knowledge, Dr. Granger did not do anything to warrant termination.

Trustee Mays does not understand how you can terminate someone who has resigned.

President Hamilton stated that the Board is working in the best interest of the district. Paying out 2M and assessing a penalty is definitely not in the best interest of the district as a whole. We are definitely taking advice from legal counsel as to what we should do to protect our school district.

Trustee Jones made the motion, seconded by Trustee Morris, to propose termination of Elijah Granger, Superintendent, and to issue written notice of the proposed termination.

Trustee Harris, Davis, Mays voted no.

Trustee Smith, Jones, Morris, and Hamilton voted yes.

Motion carried 4-3.

Attorney Sharesa Alexander shared process of termination. Outline notice, allow Dr. Granger to respond, termination hearing before TEA, and then it goes from there.

- E. Discussion and take possible action regarding accepting O'Hanlon, Demerath and Castillo's proposal to conduct an Interim Superintendent search on behalf of the District.

Trustee Jones made a motion, seconded by Trustee Morris to table this item.

Motion carried 7-0.

- F. Discussion and take possible action to compensate Shemeka Millner for her additional duties as acting superintendent.

Trustee Morris made the motion, seconded by Trustee, to compensate Mrs. Millner in the amount of \$4,200 per month for her additional duties while acting superintendent for the district.

Motion carried 7-0.

G. G. Discussion and possible action to authorize publication of an RFP for forensic audit services.

Trustee Morris, made the motion, seconded by Trustee Smith, for the Board to authorize publication for a Request for Proposal for forensic audit services.

Trustee Harris and Davis voted no.

Trustee Smith, Jones, Morris, Mays, and Hamilton voted yes.

Motion carried 5-2.

5. **Adjournment:**

President Marion Hamilton adjourned the meeting at 10:06 p.m.

[December 15, 2020 Board Meeting Video](#)

X

Marion Hamilton
School Board President

X

Ty G. Jones
School Board Secretary

Minutes of Regular Meeting
The Board of Trustees Lancaster ISD
January 14, 2021 at 6:30 p.m.

The Board of Trustees of Lancaster ISD met in a public meeting via Zoom videoconferencing.

1. **Call Meeting to Order**

Board President Marion Hamilton called the meeting to order at **6:30** p.m.

Trustees present; Marion Hamilton, Carolyn Morris, Ty G. Jones, Rhonda Davis, LaShonjia Harris, LaRhonda Mays, and Kendall L. Smith.

Note: Kendall L. Smith joined meeting at **6:36** p.m.

2. **Citizens Communication**

Laurie Davis residing at 2341 Bonnywood Dr., Lancaster, TX 75134 – Ms. Davis addressed the board regarding a message uplod by the teacher to her sophmores class at LHSEC. Does not agree with the words used to address students.

Acting Superintendent Mrs. Millner acknowledged Ms. Davis’ concern and let her know that the district was aware of the situation and taking appropriate action.

3. **Recess to Closed Session**

The Board went into executive session at **6:43** p.m. as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551 Tex. Gov’t Code Section 551.071: Legal Advice from School attorney; Discussion of pending and/or anticipated litigation. Tex. Gov’t Code Section 551.074: Personnel Issues.

A. Discussion regarding pending and/or anticipated litigation, the Petition for Appeal, the TEA Special Accreditation Investigation and the waiver of attorney client privilege and executive confidentiality to prepare for such matters.

B. Discussion on personnel issues, and contract issues, regarding Dr. Elijah Granger including Petition for Appeal, Termination Hearing, and TEA Special Accreditation Investigation.

C. Discussion regarding Interim Superintendent search.

4. **Reconvene in Open Session**

The Board reconvened into a regular meeting at **8:13** p.m. to Consider and take Possible Action on Items Discussed in Closed Session.

A. Discussion and take potential action regarding the waiver of attorney client privilege and executive confidentiality to prepare for pending and/or anticipated litigation, the Petition for Appeal, the TEA Special Accreditation Investigation.

President Hamilton asked for a motion. Trustee Morris made the motion, seconded by Trustee Smith, pending and/or anticipated litigation, the petition for appeal, TEA Special Accrediation Investigation, and the waiver of attorney-client privilege and executive confidentiality, to prepare for the litigation of

such matters. As well as in this one motion regarding Dr. Granger's contract issues, personnel issues, appeal, termination hearing, and TEA Special Accreditation Investigation.

Motion carried 6-0.

Note: Rhonda Davis did not vote.

5. Recognitions & Commendations

A. Recognition of Students, Staff, Community Members, Donations, and Gifts

- School Board Recognition, thank you for yor service!
- National Dropout Prevention – Dona Mitchel
- Boys and Girls Basketball Team/Coach Recognition – Coach Douglas and Coach Walker
- Volleyball Team/Coach Recognition – Coach Jackson
- City of Lancaster virtual Walk with Martin Luther King Jr.

6. Adoption of Consent Agenda

A. Consider approval of the following Minutes - BE(LOCAL)

1. December 17, 2020 - Called Meeting
2. December 17, 2020 - Regular Meeting

B. Consider approval of December 2020 Financials Report - CAA(LOCAL) - (G2)

C. Consider approval of contracting with Colden Hot Service LLC for Kitchen Equipment, Services, and Supplies for fiscal years 2021 and 2022 - CH(LEGAL and LOCAL) - (G2, G4)

D. Consider approval of the Student Teaching Affiliation Agreement between Lancaster ISD and Grand Canyon University - (G1)

President Hamilton asked for a motion to approve consent agenda items presented. Trustee Jones made the motion, seconded by Carolyn Morris, to approve the consent agenda items as presented.

Motion carried 7-0.

7. Action Items

A. Discussion and possible approval of Budget Amendments - CE(LEGAL and LOCAL) - (G2)

Presenter: Shonna Pumphrey, Chief Financial Officer

None presented.

B. Discussion and possible approval of the 2019-2020 Lancaster ISD Financial Audit - CFC(LEGAL)-(G2, G4)

Presenter: Shonna Pumphrey and David Parkman, Auditor

Mr. Parkman gave a brief presentation of the 2019-20 school district audit.

- Financial Statement
- Statement of Net Position
- Statement of Activities
- Balance Sheet

- Statement of Revenue and Expense
- Management Letter

The Lancaster Independent School District's (District) audit complies with the types of requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the major federal programs for the year ended August 31,2020. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In the opinion of the Auditor, Lancaster Independent School District complied, in all material respects, with the types of compliance requirements referred to that could have a direct and material effect on each of its major federal programs identified in the summary of auditor's results section of the schedule of findings and questioned costs for the year ended August 31,2020.

President Hamilton asked for a motion on this item. Trustee Jones made the motion, seconded by Trustee Mays, to approve the Lancaster ISD 2019-20 Financial Audit.

Motion carried 6-1. Trustee Morris was the dissenting vote.

C. Discussion and possible approval of the Memorandum of Understanding between Tarleton State and Lancaster ISD - (G2)

Presenter: Dr. Tonia Howard, Chief of Leadership Development /Special Programs

Lancaster ISD and Tarleton State desire to enter into a memorandum of understanding regarding the automatic acceptance of students graduating within the top 25% of their respective classes. Eligible students may:

- TSU will waive ACT/SAT scores requirement for admission.
- TSU will waive application fee.
- Qualify for Guaranteed Award Program depending on graduating class rank.

Dr. Javier Graza thanked the board for their consideration.

President Hamilton asked for a motion on this item. Trustee Jones made a motion, seconded by Trustee Hamilton, to approve the Memorandum of Understanding between Tarleton State and Lancaster ISD.

Motion carried 7-0.

D. Discussion and possible approval of the Final Closeout of Elsie Robertson - CH(LEGAL and LOCAL) - (G2)

Presenter: John Price, Chief Operations Officer

The District respectfully request Board approval to release retainage funds of \$2,658,400.82 to Joeris Construction and to retain in the Bond Fund \$75,745.46 in contingency funds allocated to the project but not expended since Joeris Construction has met all of its requirements under the Elsie Robertson Middle School Contract.

President Hamilton asked for a motion on this item. Trustee Mays made a motion, seconded by Trustee Morris, to approve the Final Closeout of Elsie Robertson.

Motion carried 7-0.

E. Discussion and possible approval of accepting the \$740,000 Texas Instruments Grant - CDC(LEGAL and LOCAL)-(G1, G2)

Presenter: Dr. Tonia Howard, Chief of Leadership Development /Special Programs

The amount will help support continuous efforts with reading academies with a focus on STEM, social and emotional training and support, and technical support for blended learning.

Dr. Pruitt with Educate Texas addressed the board and shared her excitement in partnering and supporting the work of Lancaster ISD.

President Hamilton asked for a motion on this item. Trustee Jones made a motion, seconded by Trustee Davis, to accept the \$740,000 Texas Instruments Grant.

Motion carried 7-0.

F. Discussion and possible approval of the Resolution in Support of Application for Rifle-Resistant Body Armor Grant - (G4)

Presenter: Clifford Wherley, Chief of Police

The police department is wanting to apply for a grant with the Office of the Governor to purchase rifle-resistant body armor for all Lancaster ISD police officers. The Office of the Governor requires a resolution in support of application by the governing board for all grant applications. The resolution approves the submission of the grant application for the rifle-resistant body armor to the Office of the Governor.

President Hamilton asked for a motion on this item. Trustee Jones made a motion, seconded by Trustee Smith, to approve the Resolution in Support of Application for Rifle-Resistant Body Armor Grant.

Motion carried 7-0.

G. Discussion and possible approval of the Lancaster ISD Election Order and Notice for the May 1, 2021 General Election for District 1 and 2 - BBBA(LEGAL)-(G4)

Presenter: Marion Hamilton, Board President

An Order of Election has been prepared for the May 1, 2021 Uniform Election of Single Member Districts 1 and 2. Lancaster ISD will contract with The Dallas County Elections Department to administer the Election.

Early voting by personal appearance will start on Monday, April 19 and end on Tuesday, April 27. The early voting location will be the Lancaster Veterans Memorial Library.

Administration recommends that the Board adopt the Order of Election for the May 1, 2021 Uniform Election.

President Hamilton asked for a motion on this item. Trustee Jones made a motion, seconded by Trustee Smith, to approve the Lancaster ISD Election Order and Notice for the May 1, 2021 General Election for District 1 and 2.

Motion carried 7-0.

8. Adjournment

Larhonda Mays made the motion, seconded by Ty G.Jones, to adjourn. Meeting adjourned at 9:47 p.m.

[January 14, 2021 Board Meeting Video](#)

X

Marion Hamilton
School Board President

X

Ty G. Jones
School Board Secretary

DRAFT

Minutes of Called Meeting
The Board of Trustees Lancaster ISD
January 25, 2021 at 6:00 p.m.

The Board of Trustees of Lancaster ISD met in a public meeting via Zoom videoconferencing.

1. Call Meeting to Order

Board President Marion Hamilton called the meeting to order at **6:00** p.m.

Trustees present; Marion Hamilton, Carolyn Morris, Ty G. Jones, Rhonda Davis, LaRhonda Mays, and Kendall L. Smith.

Trustees absent; LaShonjia Harris.

2. Citizens Communication

None presented.

3. Recess to Closed Session

The Board went into executive session at **6:04** p.m. as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551 Tex. Gov't Code Section 551.071: Legal Advice from School attorney; Discussion of pending and/or anticipated litigation. Tex. Gov't Code Section 551.074: Personnel Issues.

A. Discussion of Interim Superintendent search and hiring process - (G4)

B. Discussion and legal advice regarding scope of forensic audit - (G2, G4)

4. Reconvene in Open Session

The Board reconvened into a regular meeting at **8:17** p.m. to Consider and take Possible Action on Items Discussed in Closed Session.

A. Discussion and possible action on the Interim Superintendent search and hiring process - (G4)

President Hamilton for a motion on this item. Trustee Jones made a motion, seconded by Trustee Davis, to upgrade interim search to a full search and hiring process and name Shemeka Millner-Williams Interim Superintendent until the process is completed.

Motion carried 5-0-1. Trustee Morris abstained from voting.

B. Discussion possible action regarding scope of forensic audit - (G2, G4)

No action taken.

5. Adjournment

Carolyn Morris made the motion, seconded by Ty G.Jones, to adjourn. Meeting adjourned at 8:27 p.m.

X

Marion Hamilton
School Board President

X

Ty G. Jones
School Board President

DRAFT

Minutes of Called Meeting
The Board of Trustees Lancaster ISD
February 3, 2021 at 6:00 p.m.

The Board of Trustees of Lancaster ISD met in a public meeting via Zoom videoconferencing.

1. Call Meeting to Order

Board President Marion Hamilton called the meeting to order at **6:01** p.m.

Mays (6:03 p.m.)

Trustees present; Marion Hamilton, Carolyn Morris, Ty G. Jones, LaRhonda Mays, and Kendall L. Smith.

Trustees absent; Rhonda Davis and LaShonjia Harris.

Note: LaRhonda Mays joined meeting at **6:03** p.m.

2. Citizens Communication

None presented.

3. Superintendent's Report

Student Attendance and Achievement Report- (G4)

Presented by Interim Superintendent Shemeka Millner.

4. Recess to Closed Session

The Board went into executive session at **6:33** p.m. as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551 Tex. Gov't Code Section 551.071: Legal Advice from School attorney; Discussion of pending and/or anticipated litigation. Tex. Gov't Code Section 551.074: Personnel Issues.

A. Discuss clarifying the scope of the board's waiver of attorney-client privilege and executive confidentially to be related to Katie Anderson and her firm Cark, Hill, Strasburger, and her involvement with the Voluntary Separation Agreement with Dr. Elijah Granger and his involvement with the TEA Special Accreditations Investigation.

B. Discuss parameters and schedule for the superintendent search.

5. Reconvene in Open Session 9:15.

The Board reconvened into a regular meeting at **9:15** p.m. to Consider and take Possible Action on Items Discussed in Closed Session.

Note: LaRhonda Mays did not return to open session.

A. Discuss and take action to clarify the scope of the board's waiver of attorney-client privilege and executive confidentially to be related to Katie Anderson and her firm Cark, Hill, Strasburger, and her involvement with the Voluntary Separation Agreement with Dr. Elijah Granger and his involvement with the TEA Special Accreditations Investigation.

President Hamilton asked for a motion on this item. Trustee Jones made a motion, seconded by Trustee Smith, to clarify the scope of the board’s waiver of attorney-client privilege and executive confidentially to be related to Katie Anderson and her firm Cark, Hill, Strasburger, and her involvement with the Voluntary Separation Agreement with Dr. Elijah Granger and his involvement with the TEA Special Accreditations Investigation

Motion carried 4-0.

6. **Adjournment**

Carolyn Morris made the motion, seconded by Ty G.Jones, to adjourn. Meeting adjourned at 9:18 p.m.

X

Marion Hamilton
School Board President

X

Ty G. Jones
School Board Secretary

DRAFT



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 02/25/2021

Category: Consent Agenda

Item Name: Approval of January 2021 Financial Report

Related Goals (District and/or Strategic): Goal 2: Fiscal Responsibility and Financial Transparency

Currently Budgeted? Yes No No Budgetary Impact
(If Yes, description provided under Fiscal Implications.)

Attachments: Yes No

Primary Contact Person: Shemeka Millner- Williams

Presenter and District Contact: Shonna Pumphrey

Explanation: The following reports include the Bank Reconciliation, Revenue and Expenditure Fund Summary, General Fund Expenditure Budget Status Report, and Portfolio Investment Report as of and for the month ending January 31, 2021 and are presented as unaudited.

Intended Audience: All Stakeholders

Impact or Expected Outcome: Financial Transparency and Analysis

Recommendation: Administration recommends the approval of the attached Financial Reports as presented.

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: 01/1/2021

Projected Completion Date: 01/31/2021



Financial Reports January 31, 2021



Investment Report

January 1, 2021 Through January 31, 2021

<u>Fund/Description</u>	<u>Beginning Value</u> 1/1/2021	<u>Deposits/</u> <u>Purchases</u>	<u>Withdrawals/</u> <u>Maturities</u>	<u>Interest</u>	<u>Ending Value</u> 1/31/2021	<u>Balance per G/L</u>	<u>Variance</u>	<u>Market Value Qtr 1</u>
General Fund:								
Lone Star*	\$ 32,995,931.26	\$ 9,841,192.80	\$ (4,151,958.49)	\$ 1,417.99	\$ 38,686,583.56	\$ 38,686,583.56	\$ -	\$ 18,888,114.04
TexPool	\$ 374,815.80	\$ -	\$ -	\$ 25.22	\$ 374,841.02	\$ 374,841.02	\$ -	\$ 374,815.80
General Fund Totals	\$ 33,370,747.06	\$ 9,841,192.80	\$ (4,151,958.49)	\$ 1,443.21	\$ 39,061,424.58	\$ 39,061,424.58	\$ -	\$ 19,262,929.84
Debt Service Fund:								
Lone Star*	\$ 13,758,217.91	\$ 2,783,200.75	\$ -	\$ 558.41	\$ 16,541,977.07	\$ 16,541,977.07	\$ -	\$ 6,126,592.92
TexPool	-	-	-	-	-	-	-	-
Debt Service Fund Totals	\$ 13,758,217.91	\$ 2,783,200.75	\$ -	\$ 558.41	\$ 16,541,977.07	\$ 16,541,977.07	\$ -	\$ 6,126,592.92
QZAB Project Fund:								
Lone Star	\$ 3,907.59	\$ -	\$ -	\$ 0.16	\$ 3,907.75	\$ 3,907.75	\$ -	\$ 3,907.81
Capital Projects Fund:								
Lone Star 2015	\$ 939,381.88	\$ -	\$ -	\$ 39.33	\$ 939,421.21	\$ 939,421.21	\$ -	\$ 939,437.58
Lone Star 2016	1.64	\$ -	\$ -	\$ -	1.64	1.64	\$ -	1.64
Lone Star 2017	6,565,150.53	\$ -	\$ (3,141,464.46)	\$ 236.61	\$ 3,423,922.68	\$ 3,423,922.68	\$ -	\$ 6,725,553.39
TexPool	104,039.95	\$ -	\$ -	\$ 7.02	\$ 104,046.97	\$ 104,046.97	\$ -	\$ 104,039.95
Capital Projects Funds	\$ 7,608,574.00	\$ -	\$ (3,141,464.46)	\$ 282.96	\$ 4,467,392.50	\$ 4,467,392.50	\$ -	\$ 7,769,032.56
Child Nutrition Fund:								
TexPool	\$ 101,990.03	\$ -	\$ -	\$ 6.88	\$ 101,996.91	\$ 101,996.91	\$ -	\$ 101,990.03
Investment Pool Totals:								
Lone Star	\$ 54,262,590.81	\$ 12,624,393.55	\$ (7,293,422.95)	\$ 2,252.50	\$ 59,595,813.91	\$ 59,595,813.91	\$ -	\$ 59,595,813.91
TexPool	\$ 580,845.78	\$ -	\$ -	\$ 39.12	\$ 580,884.90	\$ 580,884.90	\$ -	\$ 1,442,215.08
Portfolio Totals	\$ 54,843,436.59	\$ 12,624,393.55	\$ (7,293,422.95)	\$ 2,291.62	\$ 60,176,698.81	\$ 60,176,698.81	\$ -	\$ 61,038,028.99

This Portfolio Investment Report of the Lancaster Independent School District for the month ended January 31, 2021, is in full compliance with the District's investment policy and strategy as established by the District and the Public Funds Investment Act, Chapter 2256, of the Government Code.



General Fund Budget Status Report

Lancaster Independent School District Statement of Revenues, Expenditures and Changes in Fund Balance As Of Date 01-31-2021

	Budget	Encumbrance Outstanding	YTD Actuals	Balance	YTD %	Prior Year YTD%
General Fund Revenues						
Local Revenue	29,871,698	-	28,217,644	1,654,054	94.46%	85.54%
State Revenue	43,648,409	-	17,975,883	25,672,526	41.18%	44.04%
Federal Revenue	930,355	-	62,758	867,597	6.75%	21.19%
Total General Fund Revenue	74,450,462	-	46,256,285	28,194,177	62.13%	62.51%
General Fund Expenditures						
11 Classroom Instruction	39,057,936	367,076	16,723,248	21,967,612	42.82%	46.04%
12 Instructional Resources & Media Services	612,616	9,084	223,342	380,189	36.46%	42.72%
13 Curriculum/Instructional Staff Development	1,100,741	16,030	260,267	824,445	23.64%	52.04%
21 Instructional Leadership	1,075,350	10,334	368,042	696,974	34.23%	30.79%
23 School Leadership	4,256,239	9,554	1,623,259	2,623,426	38.14%	41.06%
31 Guidance & Counseling Services	2,486,743	715	1,048,894	1,437,134	42.18%	45.78%
32 Social Work Services	20,000	-	-	20,000	0.00%	0.00%
33 Health Services	774,692	5,295	263,249	506,148	33.98%	32.66%
34 Student (Pupil) Transportation	2,437,719	65,221	969,838	1,402,660	39.78%	41.45%
35 Child Nutrition	10,340	-	16	10,324	0.15%	0.00%
36 Cocurricular/Extracurricular Activities	1,913,592	55,407	812,432	1,045,753	42.46%	43.08%
41 General Administration	4,151,580	112,521	1,462,121	2,576,938	35.22%	37.75%
51 Plant Maintenance & Operations	9,456,640	318,546	3,307,040	5,831,054	34.97%	36.37%
52 Security & Monitoring Services	1,437,103	82,336	497,328	857,440	34.61%	36.52%
53 Data Processing Services	1,878,164	66,015	915,555	896,594	48.75%	56.73%
61 Community Services	51,996	-	15,722	36,274	30.24%	33.63%
71 Debt Services	713,300	899.00	574,818	137,583	80.59%	71.09%
95 Payments to JJAEP	23,000	20,000	3,000	-	13.04%	29.76%
99 Other Intergovernmental Charges (DCAD)	153,900	76,974.00	76,926	-	49.98%	49.97%
Total General Fund Expenditures	71,611,651	1,216,007	29,145,097	41,250,548	42.40%	43.71%
40						
Excess of Revenues Over(Under) Expenditures	2,838,811	(1,216,007)	17,111,188	(13,056,371)		
Other Financing Sources	35,000	-	35,778	(778)		
NET CHANGE IN FUND BALANCES	2,873,811	(1,216,007)	17,146,966	(13,057,149)		

Revenue & Expenditure Fund Summary Report



As of January 31, 2021

Fund Name	#	Revenue Budget	Revenue Received	Revenue Balance	Revenue % Received	Expenditure Budget	Expenditure Spent	Expenditure Balance	Expenditure % Spent
General Fund*	199	74,332,919	46,203,629	28,129,290	62.16%	71,410,632	29,048,658	42,361,974	40.68%
Head Start	163	70,000	30,792	39,208	43.99%	159,430	63,375	96,055	39.75%
Title IV	204	-	31,120	(31,120)	0.00%	132,098	30,050	102,048	22.75%
Texas Education For Homeless Children and Youth	206	-	-	-	0.00%	33,980	-	33,980	0.00%
Title I	211	-	531,544	(531,544)	0.00%	1,754,263	566,388	1,187,875	32.29%
SPED IDEA B	224	-	215,617	(215,617)	0.00%	1,278,048	357,131	920,917	27.94%
SPED IDEA B	225	-	2,758	(2,758)	0.00%	19,157	4,200	14,957	21.92%
Child Nutrition	240	3,553,540	154,881	3,398,659	4.36%	3,300,000	222,391	3,077,609	6.74%
Summer Feeding	242	-	475,705	(475,705)	0.00%	-	211,906	(211,906)	0.00%
Child and Adult Care Food Program	243	-	104,385	(104,385)	0.00%	-	-	-	0.00%
Carl Perkins	244	-	10,082	(10,082)	0.00%	78,249	39,786	38,463	50.85%
Carl Perkins Reserve	245	-	-	-	0.00%	-	-	-	0.00%
Title II Part A	255	-	37,320	(37,320)	0.00%	259,638	66,765	192,873	25.71%
Title III LEP	263	-	8,376	(8,376)	0.00%	54,094	10,769	43,325	19.91%
Instructional Continuity Grant	276	-	-	-	0.00%	18,000	-	18,000	0.00%
Advanced Placement	397	-	-	-	0.00%	-	-	-	0.00%
Instructional	410	786,758	-	786,758	0.00%	786,758	30,598	756,160	3.89%
Campus Activity	461	-	1,647	(1,647)	0.00%	-	13,692	(13,692)	0.00%
Scholarship	462	-	27	(27)	0.00%	2,150	80	2,070	3.72%
Foundation	463	-	6,000	(6,000)	0.00%	6,000	1,426	4,574	23.76%
School Safety and Security Grant	494	-	-	-	0.00%	-	30,252	(30,252)	0.00%
Jobs and Education for Texans Program	495	-	-	-	0.00%	-	186,622	(186,622)	0.00%
Communities Foundation of Texas	496	-	150,000	(150,000)	0.00%	-	-	-	0.00%
Debt Service	520	12,602,287	12,118,634	483,653	96.16%	13,844,781	2,750	13,842,031	0.02%
Capital Proj 2015	616	-	284	(284)	0.00%	-	-	-	0.00%
Capital Proj 2016	617	-	-	-	0.00%	-	-	-	0.00%
Capital Proj 2017	618	-	2,083	(2,083)	0.00%	2,329,366	940,794	1,388,573	40.39%
Construction	620	-	50	(50)	0.00%	-	-	-	0.00%
QZAB Fund	625	-	1	(1)	0.00%	-	-	-	0.00%
After School	711	-	-	-	0.00%	-	-	-	0.00%
Parent Teacher Resource Center	714	-	-	-	0.00%	-	-	-	0.00%
Concessions	715	30,769	18,594	12,175	60.43%	13,000	26,503	(13,503)	203.87%
Spirit Store	716	4,326	3,269	1,057	75.57%	11,000	6,560	4,440	59.64%
Rentals	717	12,448	-	12,448	0.00%	17,589	-	17,589	0.00%
Totals		91,393,047	60,106,799	31,286,246	65.77%	95,508,234	51,860,697	63,647,536	53.36%



Bank Reconciliation

Bank Reconciliations as of January 2021

	General Fund		Payroll		Activity Fund		Child Nutrition		Capital Projects 2015		Capital Projects 2016		Capital Projects 2017	
	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book
Balance	2,197,909.83	1,677,607.55	856,769.70	825,885.59	320,553.36	305,843.07	1,165,673.99	1,098,935.70	-	-	76,504.02	76,504.02	3,135,638.53	472,015.13
Reconciled items	<u>(520,307.28)</u>	<u>55.00</u>	<u>(30,884.11)</u>		<u>(14,710.29)</u>	<u>-</u>	<u>(66,738.29)</u>		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,663,623.40)</u>	
Adjusted Balance	<u>1,677,662.55</u>	<u>1,677,662.55</u>	<u>825,885.59</u>	<u>825,885.59</u>	<u>305,843.07</u>	<u>305,843.07</u>	<u>1,098,935.70</u>	<u>1,098,935.70</u>	<u>-</u>	<u>-</u>	<u>76,504.02</u>	<u>76,504.02</u>	<u>472,015.13</u>	<u>472,015.13</u>
Total Reconciled Cash as of January 31, 2021			<u>4,456,846.06</u>											

**Lancaster Independent School District Statement of Revenues, Expenditures and Changes in Fund Balance
As Of Date 01-31-2021**

	Budget	Encumbrance Outstanding	YTD Actuals	Balance	YTD %	Prior Year YTD%
General Fund Revenues						
Local Revenue	29,871,698	-	28,217,644	1,654,054	94.46%	85.54%
State Revenue	43,648,409	-	17,975,883	25,672,526	41.18%	44.04%
Federal Revenue	930,355	-	62,758	867,597	6.75%	21.19%
Total General Fund Revenue	74,450,462	-	46,256,285	28,194,177	62.13%	62.51%
General Fund Expenditures						
11 Classroom Instruction	39,057,936	367,076	16,723,248	21,967,612	42.82%	46.04%
12 Instructional Resources & Media Services	612,616	9,084	223,342	380,189	36.46%	42.72%
13 Curriculum/Instructional Staff Development	1,100,741	16,030	260,267	824,445	23.64%	52.04%
21 Instructional Leadership	1,075,350	10,334	368,042	696,974	34.23%	30.79%
23 School Leadership	4,256,239	9,554	1,623,259	2,623,426	38.14%	41.06%
31 Guidance & Counseling Services	2,486,743	715	1,048,894	1,437,134	42.18%	45.78%
32 Social Work Services	20,000	-	-	20,000	0.00%	0.00%
33 Health Services	774,692	5,295	263,249	506,148	33.98%	32.66%
34 Student (Pupil) Transportation	2,437,719	65,221	969,838	1,402,660	39.78%	41.45%
35 Child Nutrition	10,340	-	16	10,324	0.15%	0.00%
36 Cocurricular/Extracurricular Activities	1,913,592	55,407	812,432	1,045,753	42.46%	43.08%
41 General Administration	4,151,580	112,521	1,462,121	2,576,938	35.22%	37.75%
51 Plant Maintenance & Opertations	9,456,640	318,546	3,307,040	5,831,054	34.97%	36.37%
52 Security & Monitoring Services	1,437,103	82,336	497,328	857,440	34.61%	36.52%
53 Data Processing Services	1,878,164	66,015	915,555	896,594	48.75%	56.73%
61 Community Services	51,996	-	15,722	36,274	30.24%	33.63%
71 Debt Services	713,300	899.00	574,818	137,583	80.59%	71.09%
95 Payments to JJAEP	23,000	20,000	3,000	-	13.04%	29.76%
99 Other Intergovernmental Charges (DCAD)	153,900	76,974.00	76,926	-	49.98%	49.97%
Total General Fund Expenditures	71,611,651	1,216,007	29,145,097	41,250,548	42.40%	43.71%
Excess of Revenues Over(Under) Expenditures	2,838,811	(1,216,007)	17,111,188	(13,056,371)		
Other Financing Sources	35,000	-	35,778	(778)		
NET CHANGE IN FUND BALANCES	2,873,811	(1,216,007)	17,146,966	(13,057,149)		

**LANCASTER INDEPENDENT SCHOOL DISTRICT
PORTFOLIO INVESTMENT REPORT
January 1, 2021 Through January 31, 2021**

<u>Fund/Description</u>	<u>Beginning Value</u> 1/1/2021	<u>Deposits/ Purchases</u>	<u>Withdrawals/ Maturities</u>	<u>Interest</u>	<u>Ending Value</u> 1/31/2021	<u>Balance per G/L</u>	<u>Variance</u>	<u>Market Value Qtr 1</u>
General Fund:								
Lone Star*	\$ 32,995,931.26	\$ 9,841,192.80	\$ (4,151,958.49)	\$ 1,417.99	\$ 38,686,583.56	\$ 38,686,583.56	\$ -	\$ 18,888,114.04
TexPool	\$ 374,815.80	\$ -	\$ -	\$ 25.22	\$ 374,841.02	\$ 374,841.02	\$ -	\$ 374,815.80
General Fund Totals	\$ 33,370,747.06	\$ 9,841,192.80	\$ (4,151,958.49)	\$ 1,443.21	\$ 39,061,424.58	\$ 39,061,424.58	\$ -	\$ 19,262,929.84
Debt Service Fund:								
Lone Star*	\$ 13,758,217.91	\$ 2,783,200.75	\$ -	\$ 558.41	\$ 16,541,977.07	\$ 16,541,977.07	\$ -	\$ 6,126,592.92
TexPool	-	-	-	-	-	-	\$ -	-
Debt Service Fund Totals	\$ 13,758,217.91	\$ 2,783,200.75	\$ -	\$ 558.41	\$ 16,541,977.07	\$ 16,541,977.07	\$ -	\$ 6,126,592.92
QZAB Project Fund:								
Lone Star	\$ 3,907.59	\$ -	\$ -	\$ 0.16	\$ 3,907.75	\$ 3,907.75	\$ -	\$ 3,907.81
Capital Projects Fund:								
Lone Star 2015	\$ 939,381.88	\$ -	\$ -	\$ 39.33	\$ 939,421.21	\$ 939,421.21	\$ -	\$ 939,437.58
Lone Star 2016	1.64	\$ -	\$ -	\$ -	1.64	1.64	\$ -	1.64
Lone Star 2017	6,565,150.53	\$ -	\$ (3,141,464.46)	\$ 236.61	\$ 3,423,922.68	\$ 3,423,922.68	\$ -	\$ 6,725,553.39
TexPool	104,039.95	\$ -	\$ -	\$ 7.02	\$ 104,046.97	\$ 104,046.97	\$ -	\$ 104,039.95
Capital Projects Funds	\$ 7,608,574.00	\$ -	\$ (3,141,464.46)	\$ 282.96	\$ 4,467,392.50	\$ 4,467,392.50	\$ -	\$ 7,769,032.56
Child Nutrition Fund:								
TexPool	\$ 101,990.03	\$ -	\$ -	\$ 6.88	\$ 101,996.91	\$ 101,996.91	\$ -	\$ 101,990.03
Investment Pool Totals:								
Lone Star	\$ 54,262,590.81	\$ 12,624,393.55	\$ (7,293,422.95)	\$ 2,252.50	\$ 59,595,813.91	\$ 59,595,813.91	\$ -	\$ 59,595,813.91
TexPool	\$ 580,845.78	\$ -	\$ -	\$ 39.12	\$ 580,884.90	\$ 580,884.90	\$ -	\$ 1,442,215.08
Portfolio Totals	\$ 54,843,436.59	\$ 12,624,393.55	\$ (7,293,422.95)	\$ 2,291.62	\$ 60,176,698.81	\$ 60,176,698.81	\$ -	\$ 61,038,028.99

This Portfolio Investment Report of the Lancaster Independent School District for the month ended January 31, 2021, is in full compliance with the District's investment policy and strategy as established by the District and the Public Funds Investment Act, Chapter 2256, of the Government Code.

Shemeka Millner-Williams, Interim Superintendent

Shonna Pumphrey, Chief Financial Officer

Lancaster Independent School District
Revenue and Expenditure Fund Summary Report (unaudited)
As of January 31, 2021

Fund Name	#	Revenue Budget	Revenue Received	Revenue Balance	Revenue % Received	Expenditure Budget	Expenditure Spent	Expenditure Balance	Expenditure % Spent
General Fund*	199	74,332,919	46,203,629	28,129,290	62.16%	71,410,632	29,048,658	42,361,974	40.68%
Head Start	163	70,000	30,792	39,208	43.99%	159,430	63,375	96,055	39.75%
Title IV	204	-	31,120	(31,120)	0.00%	132,098	30,050	102,048	22.75%
Texas Education For Homeless Children and Youth	206	-	-	-	0.00%	33,980	-	33,980	0.00%
Title I	211	-	531,544	(531,544)	0.00%	1,754,263	566,388	1,187,875	32.29%
SPED IDEA B	224	-	215,617	(215,617)	0.00%	1,278,048	357,131	920,917	27.94%
SPED IDEA B	225	-	2,758	(2,758)	0.00%	19,157	4,200	14,957	21.92%
Child Nutrition	240	3,553,540	154,881	3,398,659	4.36%	3,300,000	222,391	3,077,609	6.74%
Summer Feeding	242	-	475,705	(475,705)	0.00%	-	211,906	(211,906)	0.00%
Child and Adult Care Food Program	243	-	104,385	(104,385)	0.00%	-	-	-	0.00%
Carl Perkins	244	-	10,082	(10,082)	0.00%	78,249	39,786	38,463	50.85%
Carl Perkins Reserve	245	-	-	-	0.00%	-	-	-	0.00%
Title II Part A	255	-	37,320	(37,320)	0.00%	259,638	66,765	192,873	25.71%
Title III LEP	263	-	8,376	(8,376)	0.00%	54,094	10,769	43,325	19.91%
Instructional Continuity Grant	276	-	-	-	0.00%	18,000	-	18,000	0.00%
Advanced Placement	397	-	-	-	0.00%	-	-	-	0.00%
Instructional	410	786,758	-	786,758	0.00%	786,758	30,598	756,160	3.89%
Campus Activity	461	-	1,647	(1,647)	0.00%	-	13,692	(13,692)	0.00%
Scholarship	462	-	27	(27)	0.00%	2,150	80	2,070	3.72%
Foundation	463	-	6,000	(6,000)	0.00%	6,000	1,426	4,574	23.76%
School Safety and Security Grant	494	-	-	-	0.00%	-	30,252	(30,252)	0.00%
Jobs and Education for Texans Program	495	-	-	-	0.00%	-	186,622	(186,622)	0.00%
Communities Foundation of Texas	496	-	150,000	(150,000)	0.00%	-	-	-	0.00%
Debt Service	520	12,602,287	12,118,634	483,653	96.16%	13,844,781	2,750	13,842,031	0.02%
Capital Proj 2015	616	-	284	(284)	0.00%	-	-	-	0.00%
Capital Proj 2016	617	-	-	-	0.00%	-	-	-	0.00%
Capital Proj 2017	618	-	2,083	(2,083)	0.00%	2,329,366	940,794	1,388,573	40.39%
Construction	620	-	50	(50)	0.00%	-	-	-	0.00%
QZAB Fund	625	-	1	(1)	0.00%	-	-	-	0.00%
After School	711	-	-	-	0.00%	-	-	-	0.00%
Parent Teacher Resource Center	714	-	-	-	0.00%	-	-	-	0.00%
Concessions	715	30,769	18,594	12,175	60.43%	13,000	26,503	(13,503)	203.87%
Spirit Store	716	4,326	3,269	1,057	75.57%	11,000	6,560	4,440	59.64%
Rentals	717	12,448	-	12,448	0.00%	17,589	-	17,589	0.00%
Totals		91,393,047	60,106,799	31,286,248	65.77%	95,508,234	31,860,697	63,647,536	33.36%

Bank Reconciliations as of January 2021

	General Fund		Payroll		Activity Fund		Child Nutrition		Captial Projects 2015		Captial Projects 2016		Captial Projects 2017	
	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book	Bank	Book
Balance	2,197,969.83	1,677,607.55	856,769.70	825,885.59	320,553.36	305,843.07	1,165,673.99	1,098,935.70	-	-	76,504.02	76,504.02	3,135,638.53	472,015.13
Reconciled items	(520,307.28)	55.00	(30,884.11)		(14,710.29)	-	(66,738.29)		-	-	-	-	(2,663,623.40)	
Adjusted Balance	<u>1,677,662.55</u>	<u>1,677,662.55</u>	<u>825,885.59</u>	<u>825,885.59</u>	<u>305,843.07</u>	<u>305,843.07</u>	<u>1,098,935.70</u>	<u>1,098,935.70</u>	<u>-</u>	<u>-</u>	<u>76,504.02</u>	<u>76,504.02</u>	<u>472,015.13</u>	<u>472,015.13</u>
Total Reconciled Cash as of January 31, 2021		<u>4,456,846.06</u>												



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 02/25/2021

Category: Consent Agenda

Item Name: Consideration and Approval of Local Investment Policy

Related Goals (District and/or Strategic): Goal 2: Fiscal Responsibility and Financial Transparency

Currently Budgeted? Yes No No Budgetary Impact
(If Yes, description provided under Fiscal Implications.)

Attachments: Yes No

Primary Contact Person: Shemeka Millner-Williams

Presenter and District Contact: Shonna Pumphrey

Explanation: In accordance with the Public Funds Investment Act, Texas Government Code 2256.005(e), the Board of Trustees must annually adopt a written instrument stating that it has reviewed the investment policy and investment strategies.

Intended Audience: All Stakeholders

Impact or Expected Outcome:

Recommendation: That the Board of Trustees adopt a written instrument that the District's investment policy and strategies have been reviewed.

Fiscal Implications and Funding Source: N/A

Frequency Monitored: Ongoing

Projected Start Date:

Projected Completion Date:



Lancaster Independent School District Investment Policy Review February 25, 2021



Investment Policy Summary

- Public Funds Investment Act provides the framework for Board policies related to investments.
- CDA(Local) & CDA(Legal) policies are in place.
- Policies cover investment objectives, approved types of investments, internal controls, performance standards and reporting.
- Policy last updated in 2019. Resolution confirms no policy changes are recommended or required for FY21.





Designated Investment Officers

- Superintendent
- Chief Financial Officer - Shonna Pumphrey, CPA, RTSBA
- Sr. Executive Director of Finance - Dana Mosley, MBA, RTSBA



Investment Training

Government Code, Chapter 2256.008 (Public Funds Investment Act) requires the chief financial officer and the investment officer(s) to attend an investment training session not less than **once in a two-year period** that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 8 hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or a designated investment committee advising the investment officer.

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256.



Recommended Providers for Public Funds Investment Act Training

- Texas Association of School Administrators (TASA)
- Texas Association of School Boards (TASB)
- Texas Association of School Business Officials (TASBO)
- Region X
- University of North Texas Center for Public Management (UNT)
- Government Treasurer's Organization of Texas (GTOT)
- Government Finance Officers Association of Texas (GFOAT)
- Government Finance Officers Association (GFOA)
- Alliance of Texas Treasury Associations (ATTA)
- Approved Investment Pools



Questions?

RESOLUTION No.022521
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OF LANCASTER INDEPENDENT SCHOOL DISTRICT

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OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

D. Possible approval of the Teacher Preparation Training Agreement between Lancaster
ISD and Texas A&M Commerce -(G1)

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Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Consent Agenda

Item Name: Possible approval of the Teacher Preparation Training Agreement between Lancaster ISD and Texas A&M Commerce

Related Goals (District and/or Strategic): Goal 1: Improve Student Performance

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: Pamela Brown

Presenter and District Contact: Pamela Brown

Explanation: The district will partner with TAMU-Commerce to allow student teachers to intern in our district.

Intended Audience: Stakeholders

Impact or Expected Outcome: The partnership will assist with recruiting and hiring qualified teachers.

Recommendation: Approval

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A



Student Teaching Partnership with Texas A&M Commerce



This Agreement between Lancaster Independent School and Texas A&M Commerce will aid Lancaster ISD in the areas of increasing student achievement and recruiting highly qualified teachers in high need certification areas. Additionally, the partnership will improve educator preparation for the future educators.



Student Teachers will work with Lancaster ISD Cooperating Teachers under the supervision of a Texas A&M Commerce employee who has the credentials to coach and evaluate student teachers in their district placement.



Questions



TEACHER PREPARATION TRAINING AGREEMENT

This Agreement made on the 25th day of February 2021, between Texas A&M University - Commerce, hereinafter called “the University,” acting by and through the College of Education and Human Services and the Department of Curriculum & Instruction, and the Lancaster Independent School District, hereinafter called “Lancaster ISD,” acting by and through the Department of Human Resources that a two semester training program in teacher preparation will be provided at the District. Participants in the University program will be designated as “INTERNS” and “RESIDENTS.” Program requirements for the INTERNSHIP and RESIDENCY semesters are outlined below. “SCHOOL” shall be designated as a Lancaster ISD campus or the INTERN’S/RESIDENT’S assigned Lancaster ISD work location.

INTERNS and RESIDENTS shall be provided with assignments, supervision and learning activities for the integration of science and practice. The training activities will further broaden and deepen competencies acquired during training and assist the intern in gaining the experience needed to provide services to Lancaster ISD students.

Each student in the training program at Texas A&M University – Commerce and Lancaster ISD will receive one semester of internship followed by one semester of residency. INTERNS will spend 2 days per week during the semester on their assigned campus completing observations, teaching activities, and completing video capture of their teaching practice. These INTERN assignments are related to a weekly seminar course taught by University faculty. RESIDENTS are completing their clinical student teaching required by the Texas Education Agency and will be on their designated campus during all District calendar days of instruction and professional development for the 16-week duration of their placement.

ARTICLE I

The Agreement is effective on August 1, 2021 and terminates on July 31, 2022. At the option of Lancaster ISD, the Agreement may be renewed for additional one-year terms, provided that the contract has not been terminated. To renew, the District shall give University written notice of the District’s intention to renew not later than thirty (30) days prior to the expiration of the then current term.

This agreement is subject to review and revision at the request of either party by June 1 of each year. Either party may terminate this agreement by notification of intent of termination given at least thirty (30) days in advance of the desired date of termination.

ARTICLE II

Lancaster ISD agrees and promises to:

- A. Participate in an interview and placement process for INTERNS. Placement process shall include considerations for both campus and cooperating mentor teacher. Interviews shall include school campus administration or designated representative, one or more campus teachers, and the University site-coordinator. Placements decided through the interview process before internship will be considered the placement for both the INTERN and RESIDENT semesters. All INTERNS and RESIDENTS shall be subject to a criminal background check prior to placement.
- B. Provide to the INTERN/RESIDENT the opportunity to carry out major professional functions under appropriate supervision in a sequence of experiences designed to enhance competencies in comprehensive assessment, intervention, evaluation of services provided, and professional practice.
- C. Provide a training experience for INTERNS of a minimum of 2 supervised days per week over a period of 16 weeks.
- D. Provide a training experience for RESIDENTS of a minimum of 16 supervised weeks.
- E. Maintain sole responsibility for the instruction, education, and welfare of its students. Lancaster ISD shall be responsible for providing adequate staffing necessary to carry out the goals and objectives of the school district.
- F. That INTERNS and RESIDENTS assigned to it for the purposes set forth in this agreement will be under the supervision, control, and responsibility of the Lancaster ISD.
- G. Employ a clearly designated actively licensed, qualified professional who is responsible for the integrity and quality of the training program.
- H. Shall provide qualified mentors for INTERNS and RESIDENTS. For purposes of this Agreement, the term “cooperating teacher” shall be defined as the district employee who has been assigned to supervise the INTERNS/RESIDENTS. The cooperating teacher will be the resource person for INTERNS/RESIDENTS and University faculty while at the SCHOOL. Cooperating teachers selected by Lancaster ISD will:
 - 1. assist in orienting INTERNS and RESIDENTS to Lancaster ISD and the assigned workstation within which the INTERNS and RESIDENTS will be assigned;
 - 2. explain all SCHOOL and district policies, rules, and regulations to INTERNS and RESIDENTS;

3. provide prompt and substantive feedback to INTERNS and RESIDENTS regarding all performance activities and interactions with SCHOOL personnel, students, and parents;
 4. complete written evaluations of INTERNS' and RESIDENTS' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable INTERNS and RESIDENTS;
 5. immediately inform Lancaster ISD SCHOOL administrators as well as the University Faculty/Site Supervisor of any concerns regarding an INTERN or RESIDENT;
 6. establish a time to meet and discuss with INTERNS and RESIDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; and
 7. supervise INTERNS/RESIDENTS daily. If the assigned cooperating teacher is absent for any reason, a qualified, licensed professional must be assigned to supervise the INTERNS/RESIDENTS. Under no circumstance can an INTERN or RESIDENT, serve as the professional of record or substitute during the internship experience.
- I. Shall provide to University, INTERNS, and RESIDENTS the policies and procedures and other relevant materials to allow INTERNS and RESIDENTS to function appropriately within the SCHOOL.
- J. Shall retain the right, in its sole discretion, to request the removal of any individual from any Lancaster ISD property, including but not limited to the assigned workstation. INTERNS and RESIDENTS shall be instructed by the University to promptly and without protest leave an area whenever they are requested to do so by an authorized Lancaster ISD representative.
- K. Shall provide necessary emergency medical services to INTERNS and RESIDENTS. Lancaster ISD will call emergency medical services should it become necessary. INTERNS and RESIDENTS assigned to Lancaster ISD shall follow Lancaster ISD protocols for health and safety.
- L. Shall permit RESIDENTS access to the library facilities/curriculum laboratories and materials available to their personnel. INTERNS and RESIDENTS are prohibited from removing materials from the SCHOOL without appropriate approval.
- M. Shall keep confidential and shall not disclose to any person or entity
1. INTERN and RESIDENT applications;
 2. INTERN and RESIDENT health records or reports; and/or
 3. any INTERN or RESIDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any INTERN

participating in the education experiences provided by SCHOOL, except to the extent such disclosure is required by law, authorized by the INTERN/RESIDENT, or is ordered by a court of competent jurisdiction. LANCASTER ISD shall maintain policies and procedures necessary to protect the confidentiality of INTERN and RESIDENT records as defined herein.

- N. Provide RESIDENT supervision which is regularly scheduled and sufficient relative to the RESIDENT's responsibility assuring, at a minimum, that the resident student teacher receives 16 weeks of supervision, at least 35 hours of which include individual supervision. The individual supervision will be regularly scheduled, formal, and face-to-face with the specific intent of dealing with the professional services rendered directly by the RESIDENT. The primary cooperating teacher must provide at least 2 hours of individual supervision per week. The cooperating teacher assumes full responsibility for the supervision provided.
- O. Provide RESIDENTS, in addition to supervision, an additional average of at least 1 hour per week in scheduled learning activities that may include but are not limited to the following: case conferences involving a case in which the RESIDENT is actively involved, seminars dealing with professional issues, and in-service training.
- P. Assure that at least 16 weeks of the resident's time are in direct, face-to-face professional services to students.
- Q. Assure that the RESIDENT has regularly scheduled, supervised, and documented training activities with other residents.
- R. The RESIDENT's cooperating teacher will certify in writing that the residency requirements have been met.
- S. The INTERN's cooperating teacher will certify in writing that the internship requirements have been met.
- T. Shall inform the University of any change in District policy, procedures and staffing that might affect the internship or residency experience.

ARTICLE III

The University agrees and promises to:

- A. Certify at the time of arrival of the INTERN and RESIDENT:
 - 1. Completion of course works for teacher preparation required for internship and residency placement as applicable.
 - 2. Completion of a formal introduction to ethical and professional standards.

- B. Notify the Lancaster ISD Training Program Supervisor of any change in the student's status prior to the commencement of or during the internship or residency.
- C. Provide a University Field Supervisor who shall maintain an ongoing relationship with the Lancaster ISD Training Program Supervisor and who shall provide at least 3 contact(s) during the semester with the RESIDENT.
- D. The University will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
- E. The University will keep all records and reports on INTERN and RESIDENT experiences in accordance with University policy and regulatory requirements.
- F. The University will plan with the Lancaster ISD, in advance of the commencement of any internship or residency, its schedule of INTERNS' and RESIDENTS' assignments to the designated areas, including dates and numbers of INTERNS and RESIDENTS.
- G. The University agrees to inform INTERNS and RESIDENTS that INTERNS, and RESIDENTS shall be responsible for following the rules and regulations of the LANCASTER ISD, including recognition of the confidential nature of information regarding LANCASTER ISD students and their records.
- H. The University will assign a Faculty/Field Supervisor who will collaborate with Lancaster ISD's assigned cooperating teachers.
- I. INTERNS and RESIDENTS shall not be considered as employees or agents of Lancaster ISD.
- J. The University acknowledges that Lancaster ISD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). The University is receiving information in compliance with the requirements and expectations outlined in FERPA. The University acknowledges that it must comply with said law and regulations and safeguard student information. The University is prohibited from re-disclosing the information to a third party without prior written consent from the parent or the eligible student. University must destroy any student information received from the district when no longer needed for the purposes listed in this agreement.
- K. Upon request of Lancaster ISD, withdraw from the District any INTERN or RESIDENT whose performance is unsatisfactory or whose personal characteristics prevent a desirable relationship with Lancaster ISD. The University may reassign an INTERN or RESIDENT after consultation with appropriate Lancaster ISD representatives if such reassignment is in the best interest of the INTERN/RESIDENT, Lancaster ISD or University.

Article IV

It is mutually agreed that:

- A. The INTERN/RESIDENT shall function within the policies of the District.
- B. If the student is expelled from the University, withdrawn from the training program, or removed from the Lancaster ISD internship/residency under this Agreement, such action will terminate all contractual obligations to Lancaster ISD.
- C. The University and the District will not discriminate against any person because of race, color, religion, sex, or national origin, age, disability, sexual orientation, gender identity, gender expression, genetic information nor any other basis prohibited by law in educational programs or activities that it operates or in employment decisions.
- D. University and Lancaster ISD shall provide prompt notification in writing to one another and, to the extent required by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

Contact Person for Lancaster ISD:

Contact Person for TAMU-C:

- E. University acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, Lancaster ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 - 1. by Lancaster ISD; or
 - 2. for Lancaster ISD and Lancaster ISD:
 - a) owns the information; or
 - b) has a right of access to the information; or
 - c) spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or

3. by an individual officer or employee of Lancaster ISD in the officer's or employee's official capacity and the information pertains to official business of the Lancaster ISD.

University is expected to fully cooperate with the Lancaster ISD in responding to public information requests. This includes, but is not limited to, providing the Lancaster ISD with requested documentation. In the event that the request involves documentation that University has clearly marked as confidential and/or proprietary, Lancaster ISD will provide University with the required notices under the TPIA. University acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

- F. INTERNS and RESIDENTS are required to receive criminal background check clearance through Lancaster ISD before arriving on campus. The cost of such background check is to be borne by the District.
- G. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the University and Lancaster ISD and its employees, INTERNS, RESIDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each INTERN and RESIDENT is placed with Lancaster ISD in order to receive educational experience as part of the academic curriculum; duties performed by an INTERN or RESIDENT are not performed as an employee of Lancaster ISD but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by Lancaster ISD personnel. University acknowledges that nothing in this Agreement shall be construed to confer any right upon the University or University personnel to participate in, control, or direct operations at the SCHOOL.
- H. Lancaster ISD shall timely notify the University when any University employee, INTERN, or RESIDENT has been involved in a reported incident involving Lancaster ISD. As may be allowed by law, University will have the opportunity to participate in any on-going investigation and may have access to any oral or written reports and any other documentation related to the reported incident, unless such disclosure is prohibited by law.
- I. Neither party shall be entitled to compensation from the other party for services or actions of benefit to either party, which are part of or related to the educational program.
- J. Entire Agreement. This Agreement constitutes the entire Agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
- K. Modifications. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by Lancaster ISD and Texas A&M University - Commerce.

- L. Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- M. Governing Law and Venue. The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18(b), Texas Education Code, venue for a state court suit filed against the Texas A&M University System, any member of the Texas A&M University System, or nay officer or employee of the Texas A&M University System is in the country in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Dallas County, Texas.
- N. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- O. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- P. Assignment. No party may assign their interest in the Agreement without the written permission of the other party.
- Q. INDEMNIFICATION. TO THE EXTENT PERMITTED UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES INCLUDING GOVERNMENTAL IMMUNITY, EACH PARTY TO THIS AGREEMENT AGREES TO BE RESPONSIBLE FOR ITS OWN ACTS OF NEGLIGENCE, WHICH MAY ARISE IN CONNECTION WITH ANY AND ALL CLAIMS FOR DAMAGES, COSTS AND EXPENSES TO PERSONS AND PROPERTY THAT MAY ARISE OUT OF OR BE OCCASIONED BY THIS AGREEMENT OR ANY OF ITS ACTIVITIES OR FROM ANY ACT OR OMISSION OF ANY EMPLOYEE OR INVITEE OF THE PARTIES OF THIS AGREEMENT. THE PROVISIONS IN THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE TO ANY THIRD PARTY.
- R. Limitations of Authority.
1. Neither party has authority for and on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.
 2. This Agreement represents the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between University

and Lancaster ISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

3. Neither party may make, revise alter, or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the University, Lancaster ISD and their respective legal advisors and Boards of Trustees.
 4. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.
- S. Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
- T. Miscellaneous Provisions.
1. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
 2. To the extent permitted under Texas law, the parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this Agreement shall comply with all federal, state and local laws.
- U. Signatory Clause. The individuals executing this Agreement on behalf of University and Lancaster ISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All Parties hereby acknowledge that they have read and understood this Agreement.

[THIS SECTION IS LEFT BLANK INTENTIONALLY]

**LANCASTER INDEPENDENT
SCHOOL DISTRICT:**

**TEXAS A&M UNIVERSITY –
COMMERCE:**

Signature

Signature

Name (Print)

Name (Print)

Title

Title

Phone

Phone

Date

Date

E-Mail address

E-Mail address

Approved as to Form:

Approved as to Form:

Signature

Signature

Name (Print)

Name (Print)

Title

Title

8. **Action Items**

A. Discussion and possible approval of Budget Amendments - CE(LEGAL and LOCAL)-(G2)

B. Discussion and possible approval of the TASB Policy Update 116 -(G4)

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1. CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY
2. DCD(LOCAL): EMPLOYMENT PRACTICES - AT-WILL EMPLOYMENT
3. DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS
4. FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT
5. GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Action Item

Item Name: Discussion and possible approval of the TASB Board Policy Update 116

Related Goals (District and/or Strategic): Goal 4: Improve Internal and External Communication

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: Pamela Brown

Presenter and District Contact: Pamela Brown

Explanation: The district will update the local policies with the suggested changes.

Intended Audience: Stakeholders

Impact or Expected Outcome: Policies will reflect the updated changes.

Recommendation: Approval

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A



TASB Policy Update 116



Policy CQB (LOCAL)

Training

The Board delegates to the Superintendent the authority to:

1. Determine~~Each District employee and Board member shall annually complete~~ the cybersecurity training program to be annually completed~~designated~~ by each employee and Board member; and
2. Verify~~the District. The District shall verify~~ and report compliance with staff training requirements in accordance with guidance from~~the~~ the Department of Information Resources.

The~~Additionally, the~~ District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.



Policy DCD (LOCAL)

Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of
Employment
Action to Board

A dismissed employee may ~~appeal request to be heard by~~ the dis-
missal Board in accordance with DGBA(LOCAL).



Policy DCE (LOCAL)

Appeal of Employment Actions

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal ~~to the Board~~ in accordance with DGBA(LOCAL).



Policy FFAC (LOCAL) 1 of 4

Student Illness

~~Procedures shall be established by the administration to ensure that proper attention is given to any student who becomes ill during the course of a school day.~~

Accidents Involving Students

~~Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.~~

Emergency Treatment Forms

~~Each year, students and parents shall complete and sign a form that provides emergency information and authorizes school officials to obtain emergency medical treatment, as provided by law.~~

Purchasing Medication

~~The District shall not purchase nonprescription medication to administer to a student.~~

Administering Medication

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



Policy FFAC (LOCAL) 2 of 4

Medication
Provided by Parent

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

1. Prescription medication in accordance with legal requirements. ~~{See FFAC(LEGAL)}~~
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
- ~~2.~~3. CBD products provided by the parents and only in accordance with a physician's written orders. Students are not permitted to keep these products at school; the products must be stored in the school nurse's office and administered in accordance with the physician's written orders.
- ~~3.~~4. Herbal substances or dietary supplements provided by the parent must be approved by a physician. The exception shall be the administration of the substance in accordance with the student's and only if required by the individualized education program or Section 504 plan for of a student with disabilities.

Medication Provided
by District

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

Athletic Program

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to



Policy FFAC (LOCAL) 3 of 4

Medication Provided by District

Athletic Program

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

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to

DATE ISSUED: ~~1/19/2021~~ 8/22/2013
UPDATE 116 ~~LDU 2013.01~~
FFAC(LOCAL)-DB11

1 of 2



Policy FFAC (LOCAL) 4 of 4

Psychotropics

practice medicine in the state of Texas may administer this medication and may do so only if:

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

Except as permitted by law ~~Education Code 38.016~~, an employee shall not:

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

Medical Treatment

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

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



Policy GKA (LOCAL)

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]



Questions



Plan	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
Coordinator	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
Training	<p><u>The Board delegates to the Superintendent the authority to:</u></p> <ol style="list-style-type: none"><u>1. Determine</u>Each District employee and Board member shall annually complete the cybersecurity training program <u>to be annually completed</u>designated by <u>each employee and Board member; and</u><u>2. Verify</u>the District. The District shall verify and report compliance with staff training requirements <u>in accordance with guidance from</u>te the Department of Information Resources. <p><u>The</u>Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.</p>
Security Breach Notifications	<p>Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.</p>

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of
Employment
Action to Board

A dismissed employee may appeal ~~request to be heard by the~~ dismissal ~~Board~~ in accordance with DGBA(LOCAL).

**Non-Chapter 21
Contracts**

The District may employ administrators and shall employ any teacher not entitled to a Chapter 21 contract under the Education Code or the position's job description, by written contract. These contracts shall not be governed by Chapter 21 of the Education Code.

A licensed professional, which is any position listed under Education Code 21.003(b) or the position's job description that requires the employee, in order to be qualified for the position, to hold an appropriate license issued by a state agency pursuant to the Texas Occupations Code, Subtitles E, G, H, or I, even when the employee's certificate was originally issued by a different agency, shall be employed by a non-Chapter 21 contract. A licensed professional shall only be assigned to perform duties authorized by his or her respective professional license.

Unless expressly stated otherwise in the contract, the contract term shall be for one year, and the contract year shall be from July 1 of each calendar year through June 30 of the following calendar year. The contract work schedule, as defined by the Superintendent in accordance with policy DK(LOCAL), shall occur within the contract year.

Contract Duration

For purposes of this policy, standard non-Chapter 21 contracts shall be denominated as:

1. "Ten month" for work assignments with a minimum base service requirement of at least 187 days but fewer than 199 days;
2. "Eleven month" for work assignments with a minimum base service requirement of at least 200 days but fewer than 221 days; or
3. "Twelve month" for work assignments with a minimum base service requirement of at least 221 days.

**Additional Contract
Duty Days**

An employee working under a non-Chapter 21 contract shall work, subject to available leave, at least the minimum number of days required for the assigned position. Additionally, a non-Chapter 21 contractual employee classified as exempt for purposes of the Fair Labor Standards Act (FLSA) shall be expected to perform additional duties on non-calendared duty days during the contract term, including weekend days, which are designated for extra duty and reasonably assigned by the non-Chapter 21 contract employee's supervisor. [See DEA]

A non-Chapter 21 contract employee who is designated as "non-exempt" under the FLSA may also be required to work on non-calendared duty days; however, the employee shall be subject to

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

overtime pay requirements in accordance with the FLSA and policy DEA(LOCAL).

Reasonable
Assurance of
Employment

The District shall provide an employee a letter of reasonable assurance of employment if a new contract is not issued prior to the last working day of the current contract and the employee is reasonably expected to report to work at the beginning of the following academic term.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal ~~to the Board~~ in accordance with DGBA(LOCAL).

**Compensation After
Reassignment**

The Superintendent may assign and reassign an employee to a different position within the District within any capacity described in the non-Chapter 21 contract. When a contract employee is assigned to a new position within the District that is on a different salary schedule than the salary assigned to the position formerly held by the employee, the employee's salary shall be adjusted in accordance with the employee compensation plan in place for the year in which the reassignment takes place, if the reassignment results in a salary increase. A salary decrease resulting from a reassignment shall be implemented in the school year following the reassignment.

Student Illness	<p>Procedures shall be established by the administration to ensure that proper attention is given to any student who becomes ill during the course of a school day.</p>
Accidents Involving Students	<p>Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.</p>
Emergency Treatment Forms	<p>Each year, students and parents shall complete and sign a form that provides emergency information and authorizes school officials to obtain emergency medical treatment, as provided by law.</p>
Purchasing Medication	<p>The District shall not purchase nonprescription medication to administer to a student.</p>
Administering Medication	<p>No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as <u>authorized by this or other District policy provided below.</u></p>
<u>Medication Provided by Parent</u>	<p>The <u>Employees authorized by the Superintendent</u> shall designate the employees who are authorized to or designee may administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations to students:</p> <ol style="list-style-type: none">1. Prescription medication in accordance with legal requirements. {See FFAC(LEGAL)}2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.2.3. <u>CBD products provided by the parents and only in accordance with a physician's written orders. Students are not permitted to keep these products at school; the products must be stored in the school nurse's office and administered in accordance with the physician's written orders.</u>3.4. Herbal substances or dietary supplements provided by the parent <u>must be approved by a physician. The exception shall be the administration of the substance in accordance with the student's and only if required by the</u> individualized education program or Section 504 plan <u>for of</u> a student with disabilities.
<u>Medication Provided by District</u>	<p><u>Except as provided by this policy, the District shall not purchase medication to administer to a student.</u></p>
<u>Athletic Program</u>	<p><u>The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to</u></p>

Psychotropics

practice medicine in the state of Texas may administer this medication and may do so only if:

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

Except as permitted by law ~~Education Code 38.016~~, an employee shall not:

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

Medical Treatment

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

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

**Access to District
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or
Exclusion under
Education Code
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and
E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Update 116 Local Policy Overview

December 11, 2020

Introduction

Update 116 includes recommended (LOCAL) policy revisions concerning the dismissal appeal process for employees, cybersecurity training, student medical treatment, and community conduct on school premises.

While not covered in this publication, many of the (LEGAL) policies included in this update were affected by recent changes to Administrative Code rules or legislation from the 86th Legislative Session that will be effective as of January 1, 2021.

TASB Numbered Update Reminders

You should also review your own district's customized Update 116 materials for your specific policy recommendations. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.

CQB: Technology Resources, Cybersecurity

Current state law requires the board to select a cybersecurity training program and to verify and report cybersecurity training completed by employees. To ease compliance with this law, the recommend revision delegates these responsibilities to the superintendent.

DCD: Employment Practices, At-Will Employment

DCE: Employment Practices, Other Types of Contracts

Most districts have adopted an employee complaint policy that can be found at DGBA(LOCAL). It establishes a process that an employee would follow before a complaint is heard by the board.

Both DCD(LOCAL) and DCE(LOCAL) reference DGBA under the sections that address appeals. The recommended revisions are intended to clarify that an at-will employee who is dismissed or a non-Chapter 21 contract employee whose contract is not reissued would follow the grievance process as outlined in policy DGBA, including proceeding through the relevant hearing levels before a complaint goes to the board.

FFAC: Wellness and Health Services, Medical Treatment

Substantial revisions at policy FFAC(LOCAL) are recommended:

- To align the policy with current Texas Department of State Health Services (DSHS) guidance;
- To include only those board-level decisions that should be reflected in policy; and
- To remove provisions that are more appropriate in the district's administrative regulations.

Recommended for removal from this policy and inclusion in the district's regulations are administrative details concerning:

- How the district responds when a student becomes ill;
- What steps to take when a student is involved in an accident; and
- Requirements for administering medication provided by parents.

Some districts have policies that would permit the district to purchase nonprescription medication for use in the district athletic program. Special provisions are included in those districts' policies to address this practice.

In accordance with DSHS guidance, however, in most districts' policies the text now reflects that the district shall not otherwise purchase nonprescription medication to administer to students.

Districts also have the option to purchase unassigned, prescription epinephrine auto-injectors and unassigned, prescription asthma medications. If your district purchases epinephrine auto-injectors or asthma medication, state law requires board-adopted policy. Please contact your policy consultant if your district currently purchases these specific prescription medications or if your district purchases nonprescription medications not currently reflected in policy.

The provisions covering medical treatment have also been updated to clarify who may complete the medical treatment authorization form and to reflect that the district will seek appropriate emergency care for a student as required or deemed necessary.

GKA: Community Relations, Conduct on School Premises

The recommended revision in this policy specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days unless the complaint is resolved before coming to the board.

Thank You!

That covers the local policies in Update 116 for most districts. We hope you find this overview helpful. Should you have any questions or want further

clarification, please feel free to contact your assigned policy consultant at the [TASB Policy Service website](#).¹

¹ TASB Policy Service: <https://policy.tasb.org>

C. Discussion and possible approval to submit a waiver for Missed School Days due to inclement weather for ~~100~~ 2020-2021 School Year– (G2)



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Action Item

Item Name: Discussion and possible approval to apply for the Missed School Days Waiver due to inclement weather.

Related Goals (District and/or Strategic): Goal 2: Fiscal Responsibility and Financial Transparency

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: Pamela Brown

Presenter and District Contact: Pamela Brown

Explanation: The district will apply for the waiver for missed school days due to inclement weather.

Intended Audience: Stakeholders

Impact or Expected Outcome: Upon waiver approval, funding will not be impacted due to missed school days.

Recommendation: Approval

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A



Missed School Days Waiver



Districts are required to provide 75,600 instructional minutes during the school year in order to receive funding.

Districts or campuses can request waivers for instructional days that are missed due to inclement weather, health, safety-related, or other issues.

The district had to close several days due to inclement weather and will need to apply for the waiver for missed days.

Upon waiver approval, the district will not be required to make up days missed due to inclement weather and will not lose funding.



Questions



D. Discussion and possible approval to submit the Other Waiver for the day(s) that the district had remote only instruction due to inclement weather. –(G2)



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Action Item

Item Name: Discussion and possible approval to apply for the Other Waiver for the day(s) that the district had remote only instruction due to inclement weather.

Related Goals (District and/or Strategic): Goal 2: Fiscal Responsibility and Financial Transparency

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: Pamela Brown

Presenter and District Contact: Pamela Brown

Explanation: The district will apply for the waiver in order to get full day instructional minutes for the day(s) that the district had to switch to remote only instruction due to inclement weather.

Intended Audience: Stakeholders

Impact or Expected Outcome: Upon waiver approval, funding will not be impacted due to offering remote only instruction due to inclement weather.

Recommendation: Approval

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A



Other Waiver to Claim Full Day Minutes for Remote Only Instructional Days Due to Inclement Weather



TEA is allowing districts to apply for an Other Waiver in order to claim full day instructional minutes on the day(s) when districts had remote only instruction due to inclement weather.

Districts or campuses can request waivers for instructional days that are missed due to inclement weather, health, safety-related, or other issues in order not to lose funding.

Upon waiver approval, the district will not have to make up the day(s) when there was only remote instruction provided due to inclement weather and will not lose funding.



Questions





Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Action Item

Item Name: Discussion and possible approval to apply for the CPR Waiver due to COVID-19.

Related Goals (District and/or Strategic): Goal 1: Improve Student Performance

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: Pamela Brown

Presenter and District Contact: Pamela Brown

Explanation: The district will apply for the waiver due to COVID-19.

Intended Audience: Stakeholders

Impact or Expected Outcome: High school seniors that did not receive CPR instruction will not be affected.

Recommendation: Approval

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A



CPR Waiver



Cardiopulmonary resuscitation (CPR) instruction must be provided to each student at least once before graduation from high school according to TEC §28.0023 and TAC §74.38, which state a school district or an open-enrollment charter school shall provide instruction to students in Grades 7-12 in cardiopulmonary resuscitation (CPR).

Due to COVID-19, the state is allowing a waiver for seniors in the 2020-2021 school year due to circumstances related to COVID-19.



Questions



F. Discussion and possible approval of the Resolution of the Board of Trustees Regarding Wage Payments Durning Emergency School Closing –DEA(LEGAL and LOCAL)–(G2)

115



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Action Item

Item Name: Discussion and possible approval to approve the Resolution of the Board of Trustees Regarding Wage Payments During Emergency School Closing.

Related Goals (District and/or Strategic): Goal 2: Fiscal Responsibility and Financial Transparency

Currently Budgeted? Yes No No Budgetary Impact
The compensation for employees is already included in the budget.

Attachments: Yes No

Primary Contact Person: Pamela Brown

Presenter and District Contact: Pamela Brown

Explanation: Due to inclement weather, schools were closed, and many employees were unable to earn pay due to inclement weather.

Intended Audience: Stakeholders

Impact or Expected Outcome: The district will pay all employees for the inclement weather days that were already work calendar days.

Recommendation: Approval

Fiscal Implications and Funding Source: General Budget

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A



Resolution Regarding Wage Payments During Emergency Closing



The district is asking the LISD Board to consider and approve the following:

- Continue wage payments to all regular employees; including, contractual and noncontractual, salaried and non-salaried, who are instructed not to report to work during a weather-related emergency closing.
- Pay nonexempt employees who are required to work during a weather-related emergency closing at the premium rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.



Questions





**RESOLUTION OF THE BOARD OF TRUSTEES REGARDING WAGE PAYMENTS
DURING 2020-2021 WEATHER RELATED EMERGENCY SCHOOL CLOSINGS**

WHEREAS, the Board is authorized by Texas Education Code § 45.05 to expend funds of the Lancaster Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Lancaster Independent School District Board of Trustees recognizes that officials in Dallas County and the United States have declared an emergency regarding the February 2021 Winter Storm, and that the territory included in Lancaster Independent School District is within the areas where an emergency has been declared;

WHEREAS, on February 12, 2021, the Governor of the State of Texas declared a statewide emergency, and, on February 14, 2021 the President of the United States declared an emergency in the State of Texas pertaining to this Winter Storm;

WHEREAS, the Board recognizes that February 2021 Winter Storm was an unforeseen and unavoidable emergency of urgent public necessity;

WHEREAS, the Board acknowledges that during an emergency closing due to inclement weather, most District employees are instructed not to report for work, and other employees may be called upon to provide emergency-related services;

WHEREAS, the Board finds that a need exists to address wage payments for employees who are idled and those required to work during weather-related emergency closings;

WHEREAS, the Board determines that employees who are instructed not to report to work may suffer a loss of pay of the District is closed;

WHEREAS, the Board concludes that continuing wage payments to all regular employees; including, contractual and noncontractual, salaried and non-salaried, who suffer a loss in pay due to a weather-related emergency closing serves the public purpose of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen; and

NOW, THEREFORE, BE IT RESOLVED that the board of Trustees of Lancaster independent School District authorizes continued wage payments to all regular employees; including, contractual and noncontractual, salaried and non-salaried, who are instructed not to report to work during a weather-related emergency closing during the 2020-21 school year.

BE IT FURTHER RESOLVED that nonexempt employees who are required to work during a weather-related emergency closing during the 2020-21 school year shall be paid at the premium rate of one and on-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

Adopted the 25th day of February 2021, by the Board of Trustees.

Marion Hamilton, Board President

Ty Jones, Board Secretary

G. Discussion and possible approval of the Teacher Laptop New Lease Agreement – CH(LEGAL and LOCAL) – (G1,G2)



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 02/25/2021

Category: Action Item

Item Name: Discussion and possible approval of the Teacher Laptop New Lease Agreement-CH(LEGAL and LOCAL) - (G1)

Related Goals (District and/or Strategic): Goal 1: Student Achievement

Currently Budgeted? Yes No
(If Yes, description provided under Fiscal Implications.)

Attachments: Yes Quotes and Provider Comparisons No

Primary Contact Person: Sonya Butler

Presenter and District Contact: Sonya Butler

Explanation: Request for new teacher laptop lease agreement to meet teacher needs in support of 1:1 initiative & at home learning.

Intended Audience: LISD School Board Members

Impact or Expected Outcome: Teacher device resource in support of 1:1 initiative & at home learning.

Recommendation: Approval of new teacher laptop lease agreement

Fiscal Implications and Funding Source: (199) \$499,986

Frequency Monitored: N/A

Projected Start Date: Upon Approval



Teacher Laptop Lease



Teacher Laptop Proposal

- **Original Lease - extension approaching expiration June 2021**
- **450 Qty. needed to ensure:**
 - true refresh cycle
 - standard teacher device
 - continuity in teaching and learning.
- **Order with device lead time considerations to ensure timely delivery**



Improving the LISD Standard for Teachers

Dell Latitude 5500 Series w/Docking Station

- Fast performance 8th generation Intel processor
- Built with sustainability in mind using post-industrial carbon fiber
- Can remotely manage and run diagnostic on fleet of devices whether powered on or off
- Delivers the power of connectivity with industry leading battery-life

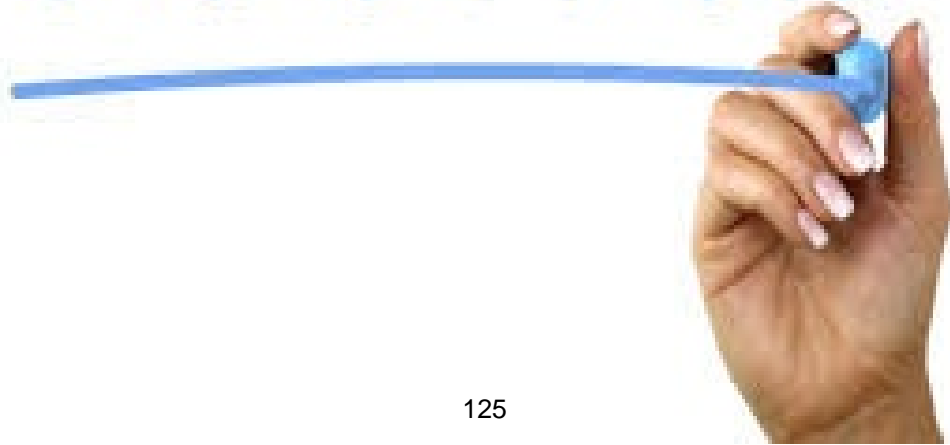


\$499,986.20

- **Lease Information:**

- 36 Months/3 Year Lease
124 \$168,245.29 annual payments
- \$1 buyout option at end of lease

QUESTIONS





Prepared For:

LANCASTER ISD

February 2, 2021

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	36
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	3 Payments
3000078075067.1	Dell Latitude 5520	\$953.83	450	\$ 429,223.50	0.33650	\$144,433.71
3000078075067.1	Dell Dock- WD19	\$131.00	450	\$ 58,950.00	0.33650	\$19,836.68
3000078075067.1	IT Asset Lease Return	\$26.25	450	\$ 11,812.50	0.33650	\$3,974.91
TOTALS				\$499,986.00		\$168,245.29

Proposal Expiration Date:
March 4, 2021

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change

End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Caren Wright

FSR

Dell | Financial Services

512-728-6628

caren_wright@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

INDEXING LANGUAGE: Upon expiration, lease rates may be changed in the event that market rates change.

US Dell Financial Services L.L.C. (“DFS”) is pleased to present the following lease pricing proposal.

Product Description	Term	Purchase Option	Rate Factor	Payment Frequency	Payment Timing	Consolidation Period
Hardware or Soft Costs (any OEM)	36	TELP	0.33650	Annual	Advance	Monthly

Pricing is valid for orders placed between 02/02/2021 to 05/03/2021

Upon expiration, lease rates may be changed in the event that market rates change.

THE LEASE WILL BE GOVERNED BY THE TERMS IN YOUR FULLY EXECUTED LEASE DOCUMENTS.

Additional Information

Changes in the Dell products ordered or the lease structure referenced above may result in changes in the rates. Quotes do not include applicable taxes (including sales or property/use), shipping charges, insurance premiums, or fees, such as (but not limited to) maintenance, filing, licensing or state recycling fees, all of which shall be for your account. If you claim exemption from taxes, proof of such exemption will be required at time of lease.

All terms are subject to credit approval, execution and return of mutually acceptable lease documentation, and do not constitute a firm offer of financing. DFS may revise this pricing proposal at any time including during the period set forth above with or without cause unless we have expressly limited our right to do so in a written agreement with you.

The following documents may also be required in addition to your Lease Agreement.

- Validity Opinion (Secretary/Clerk Certificate may be substituted in some cases.)
- Red Book Bond Counsel Tax Opinion (May be required based upon transaction size and aggregate amount of existing leases.)
- IRS Form 8038 (Required for all tax-exempt leases.)
- Insurance Certificate
- Tax-Exempt certificate for sales and use taxes (if applicable)

End of Lease Options

Typical Tax-Exempt Lease Purchase (“TELP”) options

1. Exercise the option to purchase the products for \$1; or,
2. For an agreed upon fee, return all products to DFS at your expense.

Your end of lease options will be defined in your lease agreement.

Caren Wright
 Sales Representative
 512-728-6628
 caren_wright@dell.com

We appreciate your consideration and look forward to working with you. Subject to the terms of this letter, the above lease pricing shall apply to leases entered into by you and DFS for product orders you place with Dell during the time period set forth above.

This proposal is property of Dell Financial Services L.L.C. and contains confidential information. This proposal shall not be duplicated, used or disclosed in whole or part.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000078075067.1	Sales Rep	Ben Blanton
Total	\$499,986.00	Phone	(800) 456-3355, 6180280
Customer #	134826179	Email	Ben_Blanton@Dell.com
PO Number	25705	Billing To	ACCOUNTS PAYABLE
Quoted On	Feb. 02, 2021		LANCASTER ISD
Expires by	Mar. 04, 2021		422 SOUTH CTR AVE
Deal ID	18476809		LANCASTER, TX 75146

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Ben Blanton

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT LANCASTER ISD 1003 N DALLAS AVE SERVICE CTR LANCASTER, TX 75146-1617 (214) 227-4141	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$131.00	450	\$58,950.00
SI# 350102 Dell Latitude 5520	\$953.83	450	\$429,223.50
IT Asset Lease Return, Transportation only (logistics for 10 or more units)	\$26.25	450	\$11,812.50

Subtotal:	\$499,986.00
Shipping:	\$0.00
Non-Taxable Amount:	\$499,986.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$499,986.00
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECEIVING DEPT
LANCASTER ISD
1003 N DALLAS AVE
SERVICE CTR
LANCASTER, TX 75146-1617
(214) 227-4141

Shipping Method

Standard Delivery

Dell Dock- WD19S 90w Power Delivery - 130w AC	\$131.00	Qty 450	Subtotal \$58,950.00
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Estimated delivery if purchased today:
Mar. 09, 2021
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19DS 90 PD	210-AZBG	-	450	-
Advanced Exchange Service, 3 Years	824-3984	-	450	-
Dell Limited Hardware Warranty	824-3993	-	450	-
			Qty	Subtotal
SI# 350102 Dell Latitude 5520		\$953.83	450	\$429,223.50

Estimated delivery if purchased today:
Feb. 25, 2021
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5520 BTX Base	210-AXVQ	-	450	-
11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEHK	-	450	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	450	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	450	-
Assembly base for 5520/3560	338-BXRY	-	450	-
I5-1135G7 Trans, Intel Iris Xe Graphics, Thunderbolt	338-BXSB	-	450	-
non-vPro Manageability	631-ACTC	-	450	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	450	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUZ	-	450	-
LCD back cover for Latitude 5520 WLAN/WWAN	320-BECJ	-	450	-
HD Camera Bezel with Mic	325-BDZF	-	450	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, 250nits	391-BFPM	-	450	-
Palmrest, No Security, Thunderbolt 4	346-BGVS	-	450	-
Single Pointing Backlit English US Keyboard and 10 Key Numpad	583-BHBG	-	450	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	450	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	450	-
No Mobile Broadband Card	556-BBCD	-	450	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	450	-
65W Type-C Epeat Adapter	492-BCXP	-	450	-
No Anti-Virus Software	130650-AAAM	-	450	-

OS-Windows Media Not Included	620-AALW	-	450	-
US Power Cord	537-BBBL	-	450	-
Quick Start Guide	340-CTXV	-	450	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	450	-
Fixed Hardware Configuration	998-ENCU	-	450	-
SupportAssist	525-BBCL	-	450	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	450	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	450	-
Waves Maxx Audio	658-BBRB	-	450	-
Dell Power Manager	658-BDVK	-	450	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	450	-
Dell Optimizer	658-BEQP	-	450	-
Packaging BTS 65W adapter + TGL CPU	340-CTZQ	-	450	-
No Resource USB Media	430-XXYG	-	450	-
ENERGY STAR Qualified	387-BBPI	-	450	-
BTS/BTP Smart Selection Shipment (VS)	800-BBQH	-	450	-
EAN label	389-BKKL	-	450	-
No Removable CD/DVD Drive	429-AATO	-	450	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	450	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	450	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	450	-
Dell Limited Hardware Warranty	997-8317	-	450	-
Onsite/In-Home Service After Remote Diagnosis, 15 Months	997-8329	-	450	-
Onsite/In-Home Service After Remote Diagnosis, 24 Months Extended	997-8333	-	450	-
Accidental Damage Service, 3 Years	815-9459	-	450	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	450	-
CFI,Service,Software,Dell,CFI, RW,Install,Factory Install	364-6797	-	450	-
CFI Routing SKU	365-0257	-	450	-
Configuration Services	368-0001	-	450	-
CFI,Information Latitude,Notebook,Only	371-0940	-	450	-
CFI,Information,Estar,CFI,Allo wed,Factory Install	372-9365	-	450	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	450	-

			Qty	Subtotal
IT Asset Lease Return, Transportation only (logistics for 10 or more units)		\$26.25	450	\$11,812.50

Estimated delivery if purchased today:
Feb. 11, 2021
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
ARR, LEASE, TRANSPORTATION ONLY, MORE THAN 10 UNITS	983-2917	-	450	-

Subtotal: \$499,986.00
Shipping: \$0.00

Estimated Tax: \$0.00

Total: \$499,986.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: February 25, 2021

Category: Action Item

Item Name: Proclamation 2021- PreK Curriculum Adoption

Related Goals (District and/or Strategic): Goal 1: Prioritize research based instructional practices that engage and enhance student learning.

Currently Budgeted? Yes No **Budgetary Impact**
(If Yes, description provided under Fiscal Implications.)

Attachments: Yes No

Primary Contact Person: Shemeka Millner Williams

Presenter and District Contact: Tonia Howard

Explanation: The state has provided updated Curriculum for PreK that we are looking to adopt for the 2021-2022 school year.

Intended Audience: All District Stakeholders

Impact or Expected Outcome: Teachers will have access to updated curriculum resources and materials to meet the needs of our Prek students.

Recommendation:
Purchase the new state adopted curriculum resources that were vetted by the PreK teachers.

Fiscal Implications and Funding Source:
IMAT funds will be utilized to purchase curriculum resources.

Frequency Monitored: Annually

Project Start Date:
May 2021

Project Completion Date:
June 30, 2029



Proclamation 2021

*English and Spanish PreK
Instructional Materials Adoption*

Proclamation 2019



The State Board of Education (SBOE) issued Proclamation 2021 for the adoption of PreK curriculum.

The adoption of materials under Proclamation 2021 is scheduled to go into classrooms in the 2021–2022 school year.



Timeline for Review



Textbook Meetings & Publisher Showcases

- **December 14**
- **December 15**
- **December 16**



Timeline for Review



- **Textbook Reflection Meeting and Scoring
January 5th**
- **Scoring Completed and Compiled
January 6th**



TEXAS  Edition

Three Cheers for Pre-K

Guiding the way to Grade K!

Program Packages

141

SAVVAS

The graphic is a collection of colorful shapes. At the top is a dark blue semi-circle containing the text 'TEXAS Edition' with a small Texas map icon. Below it is a large red circle with the text 'Three Cheers for Pre-K'. A blue banner with white text 'Guiding the way to Grade K!' curves across the middle. To the right is a stylized airplane with a blue body and red wings, flying over a yellow circle. There are also several other colored circles: a purple one at the top right, a green one at the bottom left, and a pink one at the bottom left.



- **All subject areas were thoroughly covered**
- **Bilingual curriculum included authentic Spanish literature**
- **Professional development was included with the adoption**



- **English and Spanish Curriculum Package**
- **8 years of Digital license**
- **1 year of Ready Rosie**

\$76,628.00

Questions





Tonia Howard

Lancaster Ind School District
 422 S Centre Ave
 Lancaster, TX 75146-3829
 United States

Quote Number: 139988-1

Quote Creation Date: 02-02-2021

Quote Expiration Date: 12-30-2021

Quote Release: 1

LANCASTER ISD - THREE CHEERS FOR PRE-K - ESSENTIALS PACKAGE

Price Quote Summary

Solution	Base Amount	Total
Three Cheers for Pre K	\$ 76,628.00	\$ 76,628.00
Solution Subtotal	\$ 76,628.00	\$ 76,628.00
	Shipping & Handling	\$ 0.00
		Total \$ 76,628.00

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
Three Cheers for Pre K				
Three Cheers for Pre-K for Texas ©2022				
9780768586879	** PREK 2022 SPANISH TEXAS ESSENTIALS PACKAGE + 8-YR DIGITAL LICENSE + 1-YR READYROSIE	\$3,847.00	2	\$7,694.00
9781428467378	PREK 2022 TEXAS BILITERACY PACKAGE + 8-YR DIGITAL LICENSE	\$1,997.00	2	\$3,994.00
9780768585445	** PREK 2022 TEXAS ESSENTIALS PACKAGE + 8-YR DIGITAL LICENSE + 1-YR READYROSIE	\$3,247.00	20	\$64,940.00
Three Cheers for Pre-K for Texas ©2022 Subtotal				\$ 76,628.00
Three Cheers for Pre K Subtotal				\$ 76,628.00
Solution Subtotal				\$ 76,628.00
Shipping and Handling				\$ 0.00
Total				\$ 76,628.00

** Contract Pricing has been applied to these items

Discounted Shipping & Handling Applied

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

Please send final purchase order to IrvingSupport@Savvas.com

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500 .

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://k12.savvas.com/worktext-subscription>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

MySavvas Training which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. <https://mysavvastraining.com>

I. Discussion and Possible Approval of Installation of Security Gates at the Pat Raney Transportation Center -148
CH(LEGAL and LOCAL) – (G2,G3)



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: February 25, 2020

Category: Action Item

Item Name:

Security Gates for the Pat Raney Transportation Center.

Related Goals (District and/or Strategic): Goal 2: Fiscal Responsibility and Financial Transparency.

Currently Budgeted? Yes No No budgetary impact.
(If Yes, description provided under Fiscal Implications.)

Attachments: Yes No

Primary Contact Person: Shemeka Millner-Williams, Interim Superintendent

Presenter and District Contact: Dr. John Ellis Price, Chief of Operations

Explanation:

New security gates are needed at the entrance and exit to the Pat Raney Transportation Center to protect the district's investment in the Center as well as the transportation equipment on the property.

Intended Audience: All District Stakeholders

Impact or Expected Outcome:

Enhanced security and better internal control over the district's assets located at the Pat Raney Transportation Center.

Recommendation:

The District respectfully request Board approval to purchase and install new security gates at the Pat Raney Transportation Center at a cost not to exceed \$87,000.

Fiscal Implications and Funding Source: An investment of up to \$87,000 to protect the district's investments located at the Pat Raney Transportation Center.;

Budget Source: General Fund: 199.34.6244-00-905-99-00.

Frequency Monitored:

Projected Start Date: March 2021.

Projected Completion Date: April 15 2021



Security Gates for the Pat Raney Transportation Center

Recommendation to the Board of Trustees

Lancaster Independent School District
February 25, 2021



Background/Rationale:

1. In August 2018, Lancaster Independent School District purchased the Pat Raney Transportation Center for \$4,000,000.00.
2. The Center sits on twenty-three acres located at 3001 West Winter Green Road, Lancaster, Texas.
3. The District owns 88 buses that are housed at the Pat Raney Center.
4. The current gates have been at the Center since the Center was built in 2001.
5. Presently, the gates are secured with chains and locks that could easily be breached.
6. The cost to repair the current gates would not be an efficient use of district resources.
7. New Security Gates are needed to the property to protect the district's investment in the Center as well as the transportation equipment on the property.



Aerial View of the Pat Raney Transportation Center:

<https://youtu.be/g9HghmBrA0c>



Features of New Security Gate System:

1. One new gate will be installed at the entrance to the facility and two new gates will be installed at the rear entrance/exit that leads out to West Road.
2. Gate tags on each bus will allow access when the facility is secure.
3. A call button will be mounted outside the gates for visitors to pull up and push for dispatch to answer to determine if the visitor should be granted entrance.
4. Video surveillance for the interior and exterior of the building will be added after the new gates are installed.
5. For a complete description of the new gate components see the Post L Group Bus Barn Gate Upgrade Proposal included as documentation for this board item.



Supporting Documentation/Budget Source:

1. TIPS Proposal Contract #200201. Total price for materials and labor, \$84,500.
This installation has a 1-year parts and labor warranty.
2. Budget Source: General Fund: 199.34.6244-00-905-99-00.

Board Approval Requested:

The District respectfully request Board approval to purchase and install new security gates at the Pat Raney Transportation Center at a cost not to exceed \$87,000.



Do you have any Questions?



Post L Group, LLC

1125 E. Berry Street
Fort Worth, Texas, 76110
Office 682.312.7888

Bus Barn Gate Upgrade Proposal

LANCASTER ISD BUS BARN - TIPS # 200201

9-Feb-21

Gate #1 Main Gate

- 1 CSL24UL UL2018 Slide Gate Operator
- 1 Retro-Reflective Photo Eyes & 5' Edge
- 1 Loope Detector and Loop Wires
- 1 24hr/7day 24v Timer
- 1 16-X1 Ascent x 1 Cellular (comes with Call-Box_

Gate #2 Rear Gate

- 2 CSL24UL UL2018 Slide Gate Operator
- 2 Retro-reflective Photo eyes & 5' Edge
- 1 Loop Detector and Loop Wires
- 2 24hr/7day 2v Timer
- 1 16x1 Ascent x 1 Cellular (Comes with Call-Box)
- 1 72-9c-IN Gooseneck Pedistal

Tag Reader

- 2 R2000W Long Range Reader
- 2 ANT-B Adjustable Antenna
- 2 ANT-Dap Remote Circular Antenna Kit (nema enclosed)
- 2 PL-2000 Reader/Range Tuning Kit w/Software
- 700 Mirror Hanger Tag Holder & T-8000 Tag, Long Range Vehicle Tags

Electric:

Install Conduit from Panel Room through shop to Main Gate.
 Install conduit from wash bay electrical panel to Rear Gate.
 Includes concrete Cut out, and pour back. Includes under trench to burry cable to location.
 Includes: 1.5" low voltage conduit
 Excludes: landscaping repairs following trench work.

Project Total \$84,500

X1 Boxes will need end user subscriptions to cloud based access software currently \$70per month.

Additional 3 button remotes can be purchased for onsite daily use during internet outages.
 Additional direction pavement markings on south gate can be added at additional charge.
 This proposal is offered for acceptance in its entirety per our understanding of the information received from LISD. This includes our qualifications, inclusions, and exceptions for a period of 30 days, after which it is subject to review and possible price changes. If additional information or breakdown of this bid proposal is required, we will be pleased to address your request. We look forward to hearing from you on this project. **Full Parts & Labor Warranty starting 1 year from substantial completion date.**

Respectfully submitted,

Post L Group, LLC
 Jeffery Postell
 President

J. Discussion and take possible action regarding judgement styled LANCASTER INDEPENDENT SCHOOL158 DISTRICT v. CAROLYN MORRIS on advocacy –(G4)



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Action Item

Item Name: Discuss and take possible action regarding judgement styled LANCASTER INDEPENDENT SCHOOL DISTRICT v. CAROLYN MORRIS on advocacy.

Related Goals (District and/or Strategic): Goal 4: Improve Internal and External Communication

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: School Board of Trustees

Presenter and District Contact: School Board of Trustees

Explanation: The school board of trustees will discuss this case.

Intended Audience: Stakeholders

Impact or Expected Outcome: The school board of trustee will discuss the expected outcome.

Recommendation: The school board of trustees will discuss the recommendation.

Fiscal Implications and Funding Source: The school board of trustees will discuss funding implications.

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A

K. Discussion and possible approval of the Cancellation of the May 2021 Board of Trustees Election 160
BBD(LEGAL and LOCAL)-(G4)



Lancaster ISD Board Agenda

Meeting Type: Regular

Meeting Date: 2/25/2021

Category: Action Item

Item Name: Discussion and possible approval for the Cancellation of the May 2021 Board of Trustee Election- BBB(LEGAL and LOCAL)- G4

Related Goals (District and/or Strategic): Goal 4: Improve Internal and External Communication

Currently Budgeted? Yes No No Budgetary Impact

Attachments: Yes No

Primary Contact Person: Shemeka Millner-Williams

Presenter and District Contact: Shemeka Millner-Williams

Explanation: The district only has one candidate for each vacant spot on the board.

Intended Audience: Stakeholders

Impact or Expected Outcome: The school board election will be canceled.

Recommendation: Approval

Fiscal Implications and Funding Source: None

Frequency Monitored: Ongoing

Projected Start Date: Immediately upon board approval

Projected Completion Date: N/A

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The **Lancaster Independent School District** hereby cancels the election scheduled to be held on **May 1, 2021** in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

*El distrito **escolar de Lancaster** por la presente cancela la elección que, de lo contrario, se hubiera celebrado el **1 de mayo de 2021** de conformidad, con la sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:*

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Marion F. Hamilton	Single Member District 1
Greg Stephenson	Single Member District 2

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

President (*Presidente/a*)

Secretary (*Secretario/a*)

(seal) (*sello*)



Date of adoption (*Fecha de adopción*)

Instructions for sample order of cancellation:

To cancel an election, the governing body must first receive and accept the Certification of Unopposed Candidates form (or the authority may create its own form) from the authority responsible for preparing the ballot. The cancellation order/ordinance must be adopted in an open meeting. The candidates are not required to be present. Certificates of election should be prepared for each unopposed candidate; however, the certificates of election should not be issued until after Election Day, as follows. Section 2.053 provides that the certificate of election shall be issued “in the same manner and at the same time” as for a candidate elected at an election. Therefore, the candidates, who have been declared “elected” at the meeting ordering the cancellation, must wait until after the official election day (even though no election is held) and no earlier than the prescribed canvassing period (even though no canvass is held) to be sworn in and assume their duties. Candidates may complete the Statement of Elected Officer prior to Election Day. The Statement should be kept locally; it does not need to be sent to the Secretary of State’s Office. Copies of this order/ordinance must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

An election* may be cancelled if:

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot* within that election;*and
- 3) Each candidate whose name is to appear on the ballot* is unopposed, with some exceptions;

This means:

- In an all at-large election* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.*
- In an election* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

Note: A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

Instrucciones para el ejemplo de orden de cancelación:

Para cancelar una elección, la entidad gobernante primero debe recibir y aceptar, de la autoridad responsable para preparar la boleta, el formulario de Certificación para Candidatos Sin Oposición (o la autoridad puede crear su propio formulario) de la autoridad responsable para preparar la boleta. La orden/ordenanza de cancelación debe ser adoptada en una reunión abierta. No se requiere que los candidatos estén presentes. Se debe preparar un certificado de elección para cada candidato sin oposición; sin embargo, los certificados de elección no se deben emitir hasta el Día de las Elecciones, así como se detalla a continuación. La sección 2.053 indica que el certificado de elección será publicado “en la misma manera y al mismo tiempo” para un candidato elegido en una elección. Por lo tanto, los candidatos que hayan sido declarados “elegido” en la reunión de la cancelación, deben esperar hasta después del día oficial de elecciones (aunque no se hayan llevado una elección) y no antes del período prescrito de la campaña política (aunque no se lleve a cabo la campaña política) a ser jurados y asumir sus deberes. Los candidatos pueden llenar la Declaración de Funcionario Elegido antes del Día de las Elecciones. Este documento se debe mantener en los archivos locales. No es necesario enviarlo a la Oficina del Secretario de Estado. El Día de las Elecciones se debe exhibir una copia de esta orden/ordenanza en todos los sitios de votación que se hubieran utilizado en la elección si no hubiera sido cancelada.

Una elección* puede ser cancelada si:

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta* de votación dentro de esa elección* y*
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta* de votación no tienen oposición, con unas excepciones;*

Esto significa:

- *En una elección* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección*.*
- *En una elección* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

Nota: Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.



**RESOLUTION OF THE BOARD OF TRUSTEES REGARDING CANCELATION OF
THE MAY 2021 BOARD OF TRUSTEES ELECTION**

WHEREAS, on January 14, 2021, the Board of Trustees ordered a School Board election for Single Member District 1 and District 2;

WHEREAS, the applicable candidate filing periods have closed; and only one individual has legally filed for each of the seats that will be open; and

WHEREAS, the Board Secretary has certified that each candidate is unopposed; thus the election will be uncontested;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lancaster Independent School District hereby approves the attached Order to cancel the School Board election originally scheduled to be held on May 1, 2021.

Adopted the 25th day of February 2021, by the Board of Trustees.

Marion Hamilton, Board President

Ty Jones, Board Secretary

9. Recess to Closed Session

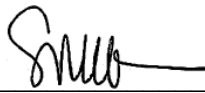
As authorized by the Texas Open Meetings Act, Texas Government Code: §551.071(Legal advice from school attorney), §551.072 (Deliberation regarding real property), §551.074 (Personnel matters/Legal advice from school attorney), and §551.076 (Deliberation regarding security devices or security audits).

10. Reconvene in Open Session

To consider and take possible action on items discussed in closed session.

11. Adjournment

This notice was posted in compliance with the Texas Open Meetings Act on Monday, February 22, 2021 at 5:00 p.m.



**Shemeka Millner-Williams,
Interim Superintendent of Schools**



**Marion F. Hamilton, MBA-MHA
Board President**