



**Waxahachie**  
INDEPENDENT SCHOOL DISTRICT

411 N. Gibson St. Waxahachie, TX 75165 • 972-923-4631 Phone • 972-923-4759 Fax. • wisd.org

**Regular Meeting | AGENDA**

**Monday, November 13, 2023**

**5:00 PM**

**Live Stream:**

**<https://www.youtube.com/waxahachieisd>**

A Regular Meeting of the Board of Trustees of Waxahachie Independent School District will be held Monday, November 13, 2023, beginning at 5:00 PM in the Waxahachie ISD Administration Building, 411 N. Gibson St., Waxahachie, TX 75165.

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

- I. CALL TO ORDER.
  - A. Announcement by the presiding officer that a quorum is present, that the meeting has been duly called, and that notice of the meeting has been duly posted for time and manner required by law.
- II. CLOSED SESSION. Section 551.001 et seq. (if necessary)
  - A. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, including discussing complaints, hiring, resignation, termination, proposal for non renewal, proposal for termination, evaluation, promotion or demotion of personnel. Gov't Code 551.074
  - B. Deliberating the purchase, exchange, lease or value of real property. Gov't Code 551.072
  - C. Deliberation regarding security devices, personnel deployment, or security audits. Gov't Code 551.076.
  - D. Consulting privately with the board's attorney concerning contemplated litigation. Gov't Code 551.071.
- III. RECONVENE TO OPEN SESSION.
  - A. Invocation and Pledges of Allegiance to the American and Texas Flags.
  - B. Recite Vision and Core Values.
- IV. RECOGNITIONS.\* 4
- V. OPEN FORUM: Hearing of individuals or committees.\*\*
- VI. REPORTS.
  - A. Superintendent's Report. 5
  - B. Informational update on Bond 2023 construction progress. 6
  - C. Informational report on WISD's Balanced Scorecard: Priority 3-Community & Stakeholder Relationships. 24
  - D. Informational report on the instructional materials selection process for 2024-2025.. 34
  - E. Overview and discussion of the timing related to campus moves as part of the district's 17,000+ student facilities plan. 47
  - F. Informational report on the current beverage contract with Keurig Dr Pepper. 54
  - G. Informational report on a possible change to a three-tier transportation system. 60

VII. CONSENT AGENDA.	
A. Consideration and approval of minutes from previous meetings.	66
B. Consideration and approval of monthly bid reports, purchase orders requiring board approval, and proposed budget amendments.	70
C. Consideration and approval of monthly financial reports that include cash position, revenue reports, budget summary, and tax collection reports.	83
D. Informational report on the maintenance department's work orders.	104
E. Informational report regarding monthly student attendance, student discipline, student drug offenses and drug prevention measures.	106
F. Informational report on the transportation department.	114
G. Consideration with possible approval of new and/or modified positions.	130
H. Consideration with possible approval of the Region 10 ESC Multi-Region Purchasing Cooperative for the 2024-2025 fiscal year.	133
I. Consideration with possible approval of a Memorandum of Understanding with Moak Casey for Continuing Improvement Consortium for the 2023-2024 school year.	149
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K. Consideration with possible approval of an interlocal agreement with Ellis County to provide labor, equipment, and materials necessary to complete road maintenance, enhancements, repairs, and other projects that may be requested by WISD.	163
L. Consideration with possible action to approve a resolution affirming the district's practice of allowing chaplains to serve as volunteers.	167
M. Consideration with possible action to ratify a contract with Rone Engineering to provide materials testing services at Elementary #10.	169
N. Consideration with possible action to approve resolution and agreement for a public pedestrian access easement with the City of Waxahachie on Waxahachie ISD's property located at the southwest corner of intersection of US Highway 287 and US Highway 287 Bypass which will be the site of the new Wilemon STEAM Academy.	182
O. Consideration with possible action to approve a certified T-TESS appraiser.	194
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VIII. ACTION ITEMS.	
A. Consideration with possible approval of the installation and operation of a warning siren at Clift Elementary School.	203
B. Consideration with possible action to cast votes in the election of Ellis County Appraisal District Board of Directors.	209
C. Consideration with possible action to approve a resolution to designate two school buses as surplus property and donate them to the City of Waxahachie for use by the Waxahachie Fire Department for training purposes.	213
D. Consideration with possible action to approve the guaranteed maximum price for the construction of Hancock renovations and expansion from BTC in the amount of \$25,255,000.00.	217
E. Consideration with possible action to award construction manager at-risk contracts for the remaining 2023 bond projects, including Finley Junior High campus expansion, construction of Elementary School #11, and	234

- Comprehensive High School #2.
- F. Consideration with possible action to select a name for Elementary School #10. 239
- G. Consideration with possible action to select a name for Elementary School #11. 240
- IX. COMMENTS FROM INDIVIDUAL BOARD MEMBERS.
  - A. Board members will comment on items of community interest, including expressions of thanks, congratulations, or condolence; information regarding holiday schedules; recognition of a public official, public employee, or other citizen; and reminders about upcoming district events.
- X. ADJOURN.

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

Regular meetings of the Waxahachie ISD Board of Trustees begin at 5 p.m. To respect the time of those being recognized, recognitions will not begin before 6 p.m., and agenda items may be taken out of order to accommodate recognitions. Those being recognized are asked to arrive by 6 p.m.

\*Audience participation is limited to the time allotted for those individuals who submit a Public Comment Card indicating the agenda or non-agenda topic they wish to address. At all other times during Board Meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer. Speaker presentation time will be set by the Board President at the Board dais. No action may be taken regarding the information received by the Board.

\*\*In accordance with state law, public comment may not be used to voice a complaint involving the naming of specific individuals, including but not limited to the names of district employees or students, even if the matter is listed on the agenda. Additionally, no information that may be reasonably linked to an individual person may be spoken about during public comment. All complaints may be directed through the appropriate administrative channels before being presented to the Board:

- Students/Parents – Board Policy FNG(LOCAL);
- Employee – Board Policy DGBA(LOCAL); or,
- Community Member – Board Policy GF(LOCAL).

This agenda (one or more pages) is part of a document entitled NOTICE OF MEETING in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. The Waxahachie ISD Administration Building, Board Room, 411 North Gibson Street, Waxahachie, Texas, 75165 is wheelchair accessible. A curb slope entry is available at the rear entrance.

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023 **Presented By:** Jenny Bridges

**Subject:** Recognitions **Related Page(s)** \_\_\_\_\_

**Informational  
Agenda Item**

**EXECUTIVE SUMMARY:**

**Pledge students – Jackson Moore and Jamison Trull, Marvin Biomedical Academy**

We will recognize the following students and staff members:

- Waxahachie Lions Club member Tommie Worthy, for her work to ensure each third-grade student in Waxahachie ISD has a dictionary
- WISD Support Services staff member Arnold Martinez and the Finley Junior High custodial team, as well as a department highlight.

		<b>BOARD PRIORITY GOALS</b>
X	<b>Priority #1</b>	<b>Student Growth</b>
X	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Dr. Jerry Hollingsworth

**Subject:** Superintendent's Report      **Related Page(s)** 1



**EXECUTIVE SUMMARY:**

Dr. Jerry Hollingsworth will provide to the Board an overview of major activities related to leadership and learning throughout the district. This month's Superintendent's Report will include:

- A review of our current enrollment and attendance
- A review of the designs for the future Coleman Jr. High School (at the Billy Hancock Building)
- Overview of the activities of the WISD Naming Committee
- Other items relevant to leadership and learning in WISD

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Stephen Mott

**Subject:** Construction Update      **Related Page(s)** 1

**Informational  
Agenda Item**

**EXECUTIVE SUMMARY:**  
Monthly Construction Update

**ATTACHMENTS:**

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
X	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

# Bond 2023

# Construction Update

Stephen Mott, WISD Project Manager

Bob Myers, AG/CM

# Prop A - Elementary #10

On Time

On Budget

All of the slab is poured

90% of parking and driveways are poured

Total concrete poured so far is @ 3,300-3,500 yard of concrete

8 Early morning pours (starting at 2:00 or 3:00 am)

All Utilities are in

Storm Shelter is up and poured

Using an ICF style walls - foam blocks with concrete poured in side

Steel set to start going up on November 8 or 9 in Area A



Sept 30, 2023

Oct 31, 2023





# Prop A - Wilemon STEAM Academy

On Time

On Budget

Saving for dirt work to bring us under original estimate of construction cost

Saving brought us under original GMP

All permits obtained

Piers and Grade beams starting week of Nov 13

Retaining wall started Nov 6

Pond almost complete



Sept 30, 2023

Oct 31, 2023





## **Prop A - Hancock Building (Coleman Jr High)**

GMP going before School Board on November 13, 2023

Projection is to be on or below original construction budget estimate

Working already to get permits obtained

New fine arts area will be first area to work on



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# Prop A - Finley Jr High (Renovation/Addition)

Have discussed about issues of the campus with the Admin on that campus  
Have started a projected plan

Will be getting projected cost on the plan to make sure we can stay on/under budget

Renovating/Adding on administration area

Renovating/Adding on library

Renovating/Adding on kitchen and serving lines

Renovating cafeteria area

Adding on theater room space

Renovating current fine arts area



## Prop A - High School #2

Toured 3 full campuses

1 under construction & 2 currently open high school

Toured 1 athletic area of a currently open high school

Conducted 1st Launch meeting with VLK and WISD committee

campus administrators, teachers, city leaders, parents and students

Next Launch meeting will be Nov 14

# Prop C - Facility Upgrades

**Budget** (Total for 13 campuses - Does not include Simpson Elementary or WHS)

**\$58,533,229 (419 line items)**

**Completed** (Have paid for the work)

**\$2,656,344 (50 line items)**

**Projected Savings** (Issued PO for the Work to be done)

**\$9,524,661 (47 line items)**

**True Savings at this time** (Savings to Budget for what has been completed and paid)

**\$2,033,088**

# Prop C - Facility Upgrades Completed Projects

## Clift Elementary

Turf both playgrounds

## Dunaway Elementary

Awning along gym

## Shackelford Elementary

Awning along the front

## Wedgeworth Elementary

Gym Floor

## Northside Elementary

New roof overlay

## Wilemon STEAm Academy

New roof overlay

## Finley Jr High

Hallways and classroom flooring

# Prop C - Facility Upgrades

## Working on/PO Placed to order

### Clift Elementary

Replacing a full playground

### Dunaway Elementary

New badge reader door handles

### Felty Elementary

Shade cover on playground - working on

### Shackelford Elementary

New badge reader door handles

### Wedgeworth Elementary

Replacing a full playground

### Marvin Elementary

Shade cover on both playgrounds - working on

New fall material for both playgrounds - working on

### Northside Elementary

New interior doors

New badge reader door handles

### Wilemon STEAM Academy

New badge reader door handles

New interior doors

### Finley Jr High

New exterior doors - Not front/back at this time

### A/C Units

8 Different campuses

257 units

# AG/CM Report Bob Myers



**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023  
\_\_\_\_\_

**Presented By:** Dr. David Averett  
& Jenny Bridges  
\_\_\_\_\_

**Subject:** Balanced Scorecard  
\_\_\_\_\_

**Related Page(s)** \_\_\_\_\_



**EXECUTIVE SUMMARY:**

Assistant Superintendent Dr. David Averett and Public Relations Director Jenny Bridges will present an informational update on the Waxahachie ISD Balanced Scorecard – Priority 3, Community & Stakeholder Relationships.

**ATTACHMENTS:**

		<b>BOARD PRIORITY GOALS</b>
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

# Waxahachie ISD Balanced Scorecard Report

Priority 3: Community & Stakeholder Relationships



# Priority 3 Performance Objectives

<b>Priority 3: Community &amp; Stakeholder Relationships</b>	<b>3.1</b> Annually increase satisfaction and engagement of students and families  <b>3.1.A.</b> Creation and distribution of survey to students and families  <b>3.1.B.</b> Develop and implement connection and collaboration rounding (listening and learning) with students to determine level of engagement (Fall 2023)
	<b>3.2</b> Annually increase engagement of community and stakeholders



# Priority 3.1.A Progress Measures & Long-Term Desired Outcomes

## Key Strategic Action:

**3.1.A** Creation and distribution of survey to students and families

## PROGRESS MEASURES (Output):

- Survey completed, distributed, and baseline percent obtained (Spring 2023)
- Analyze and appropriately respond to community survey data

The survey was distributed in April 2023 and response rate grew significantly. Currently working to fine-tune survey questions based on feedback received and will launch 2024 survey before Spring Break.

qualtrics<sup>XM</sup>



# Priority 3.1.B Progress Measures & Long-Term Desired Outcomes

## Key Strategic Action:

**3.1.B** Develop and implement connection and collaboration rounding (listening and learning) with community to determine level of engagement.

## PROGRESS MEASURES (Output):

- Superintendent's Advisory Council (diverse group of students)
- Hold town hall meeting for families - once annually
- Regular Facebook Live sessions with Dr. Hollingsworth and/or other district leaders

First meeting of 23-24 school year was held on November 10, 2023. Two sessions were held, one with elementary (4th and 5th grade) students and one with secondary (6th-12th grade) students. Both student groups provided valuable feedback about their experiences in WISD.



# Priority 3.1.B Progress Measures & Long-Term Desired Outcomes

## Key Strategic Action:

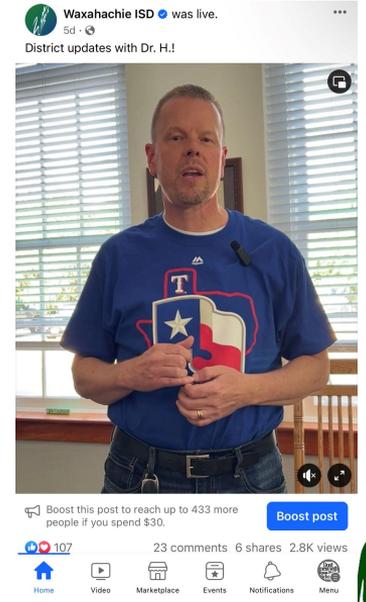
**3.1.B** Develop and implement connection and collaboration rounding (listening and learning) with community to determine level of engagement.

## PROGRESS MEASURES (Output):

- Superintendent's Student Advisory Board (diverse group of students)
- Hold town hall meeting for families - once annually
- Regular Facebook Live sessions with Dr. Hollingsworth and/or other district leaders

We are currently planning for two town hall meetings in January to discuss campus moves for the 24-25 school year, as well as rezoning.

Dr. Hollingsworth has conducted three Facebook live sessions since the beginning of the school year.



# Priority 3 Performance Objectives

<b>Priority 3: Community &amp; Stakeholder Relationships</b>	<b>3.1</b> Annually increase satisfaction and engagement of students and families
	<b>3.2</b> Annually increase engagement of community and stakeholders <ul style="list-style-type: none"><li><b>3.2.A.</b> Creation and distribution of survey to community</li><li><b>3.2.B.</b> Develop and implement connection and collaboration rounding (listening and learning) with community to determine level of engagement</li></ul>



# Priority 3.2.B Progress Measures & Long-Term Desired Outcomes

## Key Strategic Action:

**3.2.B.** Develop and implement connection and collaboration rounding (listening and learning) with community to determine level of engagement

## PROGRESS MEASURES (Output):

- Hold town hall meeting for community - once annually
- Regular Facebook live sessions with Dr. Hollingsworth and/or other district leaders
- Dr. Hollingsworth and other district leaders regularly speak to community organizations (Rotary, Lions Club, Chamber, etc.)
- District and campus leaders will be involved in community organizations and support the various events held by those organizations

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District leaders regularly attend meetings and events held by organizations such as the Waxahachie Chamber of Commerce, Rotary Club, and Lions Club, among others, and volunteer their time with organizations such as the Ellis County Children's Advocacy Center, United Way of West Ellis County, YMCA Waxahachie, and Waxahachie CARE.



# Priority 3.2.B Progress Measures & Long-Term Desired Outcomes

## Key Strategic Action: 3.2.C.

### PROGRESS MEASURES (Output):

- WISD will continue to host community events
- WISD will continue to participate in and support community wide events
- WISD student organizations will participate in at least one community service activity annually

August 2023: Back to School Bash, Band Ice Cream Social, Meet the Indians  
September 2023: Going Gold, Grandfriend Week, First Responder Breakfast, WISD 100 Kick-Off  
October 2023: Pink Out, Homecoming Parade  
Looking Forward: Great Give Back



# Next Steps....

**Priority 4: Financial Integrity - December 2023**



**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** D. Binnicker

**Subject:** Overview of the Instructional Materials Selection Process      **Related Page(s)** Slideshow Presentation



**EXECUTIVE SUMMARY:**

The purpose of this presentation is to provide the Board with an overview of the instructional materials selection process for the courses adopting new materials that will be implemented in the 2024-2025 school year.

**ATTACHMENTS:**

Slide show

		BOARD PRIORITY GOALS
x	<b>Priority #1</b>	<b>Student Growth</b>
x	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

# 2023-2024 Instructional Materials Adoption Overview

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November 13, 2023



# Purpose

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The purpose of this presentation is to provide the Board with an overview of the instructional materials selection process for the courses adopting new materials that will be implemented in the 2024-2025 School Year.

# Courses Up for Materials Adoption



## K-12 Science

- Science K-8
- Science (Spanish) K-6
- Aquatic Science
- Astronomy
- Biology
- Chemistry
- Earth Systems Science
- Environmental Systems
- Integrated Physics and Chemistry
- Physics

## Career & Technical Education

- Technology Applications (6-8)
- Principles of Education and Training
- Instructional Practices
- Human Growth and Development
- Medical Terminology
- Medical Microbiology
- Anatomy and Physiology
- Health Science Theory
- Forensic Science
- Computer Science I
- AP Computer Science
- Cybersecurity Capstone
- Digital Forensics

# Who is involved in the process?



## Waxahachie ISD Staff

- Instructional Materials District Steering Committee
- District Instructional Materials Committee
- Campus Instructional Materials Committee

## Parents, Students & Community Members

- District-Wide Educational Improvement Committee (DWEIC)
- Any community member can participate in the open viewing dates & virtual viewing to provide feedback

# Teacher & Staff Feedback

(November – March)



- Each campus will allocate teacher representatives on the District Instructional Materials Committee.
  - Elementary= 1 each K-2, 3-5
  - Secondary= 3 each Junior High, 4 High School
- District Selection Committee members facilitate the Campus Instructional Materials Committees.
- Campus Committees provide their feedback and campus recommendation to the District Committee.

# Community Feedback & Communication

(Dec – Feb)



- After school WISD Vendor Proposal Session
- District Instructional Materials Selection Website designed for virtual preview and online feedback
- Samples will be available for in-person preview at the TLI building for at least one month
- Collaboration with DWEIC and other district-wide committees
- Region 10 Vendor Showcase with four breakout sessions
- Three virtual community listening sessions hosted by content coordinators
- Public viewing and teacher viewing = VOTE



# Evaluating Instructional Materials

## Rubrics

- Policy EF (Local) Selection Criteria Alignment
- Organization and Ease of Use
- Student Centered Learning
- Online Resources
- Teacher Resources & Supports
- Assessment Resources

# Board Recommendations

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- Policy EF (Local) Selection Criteria Alignment
- Rubric (EF local)
- Community feedback
- Campus feedback
- Other factors (language, price, student data privacy, alignment with Waxahachie values )

# Adoption Timeline

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- Establish District Steering Committee (October)
- Establish District Instructional Materials Committee (Oct/Nov)
- District Level Meetings with campus representatives (Oct – Jan)
- Campus Level Meetings (Nov – Feb)
- Gather community feedback (Jan – Feb)
- Gather campus level feedback (Feb)
- Review recommendations with Board of Trustees (March)
- Board considers approval of recommended materials (April)



# Board Communication Timeline

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- Annual Instructional Materials Selection presentation (November 2023)
- Progress update (January 2024)
- Opportunity for board members to provide feedback on instructional resources (January/February 2024)
- Final recommendation (March 2024)
- Consider approval (April 2024)



# Feedback Opportunities

## Online and Virtual

- Zoom Q&A with Curriculum Coordinators
  - February 7, 2024 9 AM, 12 PM, or 5 PM
- WISD Instructional Materials Selection Website (when available)
  - Overview of the process
  - Link to resources (when available)
- Feedback form shared virtually

## In Person

- January 8, 2024
  - WISD Board of Trustees meeting
- January 11, 2024 through February 16, 2024
  - WISD TLI Building
- DWEIC
- Feedback form at each in-person meeting

# DISCUSSION

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**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden & Dr. Hollingsworth

**Subject:** Contractors for Bond Projects      **Related Page(s)** 1

**Informational  
Agenda Item**

**EXECUTIVE SUMMARY:**

Dr. Jerry Hollingsworth and Ryan Kahlden will provide to the Board an overview and invite discussion regarding the district's 17,000+ student facilities plan to include:

- A review of the components of potential moves associated with the Board-adopted 17,000+ student Long-Range Facilities Plan
- Potential timing of campus moves associated with the opening of a Freshman Center in August 2024
- Potential timing of campus moves associated with the opening of a Freshman Center in August 2025

# Update on Campus Moves



November 13, 2023

# Originally Proposed Timeline of Campus Movements

## Summer 2024

- Elementary #10 opens
- Wilemon STEAM Academy opens
- Global High School permanently relocates to T.C. Wilemon building
- Coleman Junior High moves across the street to Billy R. Hancock building
- Waxahachie Freshman Center opens in Coleman building

## Summer 2027

Freshmen vacate Freshman center and attend WHS and newly opened CHS #2

# Possible Revised Timeline of Campus Movements

## Summer 2024

- Elementary #10 opens

## Winter 2024/2025

- Wilemon STEAM Academy moves to newly completed building

## Spring 2025

- Global High School moves into T.C. Wilemon building

## Summer 2025

- Coleman Junior High relocates into expanded Hancock building
- Waxahachie Freshman Center opens to all freshmen in district

# Considerations that led to modification of movement plans

## Advantages of Modified Movement Plan

Less confusing reconfiguration plan in Summer 2024

Will yield cost savings to district:

- Fewer moving crates rented and for shorter period of time
- Need fewer portable buildings during 2024-2025 school year
- One less year of additional staff at Waxahachie Freshman Center

Support services can address more building concerns before movements begin

## Disadvantages of Modified Movement Plan

Addresses enrollment numbers at WHS with portable buildings

Lunch periods at WHS will be more tight (will likely require moving to four lunches)

Students schedules may not contain first choice of classes

Modification of what we originally told voters

# Considerations that led to modification of movement plans

## Disadvantages of Modified Movement Plan

Addresses enrollment numbers at WHS with portable buildings

Lunch periods at WHS will be more tight (will likely require moving to four lunches)

Students schedules may not contain first choice of classes

Modification of what we originally told voters

# Considerations that led to modification of movement plans

## Advantages of Modified Movement Plan

Less confusing reconfiguration plan in Summer 2024

Will yield cost savings to district:

- Need fewer portable buildings during 2024-2025 school year
  - Coleman requesting 9 additional classrooms (5 portable buildings) at a cost of \$500,000
- One less year of additional staff at Waxahachie Freshman Center
  - Principal/office staff that can't be shared - estimated cost \$500,000

Support services can address more building concerns before movements begin

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Beverage Contract      **Related Page(s)** Slide presentation



**EXECUTIVE SUMMARY:**

As requested by two Trustees, Ryan Kahlden will present information on the current beverage contract with Keurig Dr Pepper.

**ATTACHMENTS:** Slide presentation

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

# Beverage Contract

August 1, 2021 - July 31, 2024

# Timeline of Events

The district published an RFP for beverage service in April 2021, received in May 2021, and reviewed responses in June 2021.

Four staff members reviewed the two responses received and each independently scored the response from Keurig-Dr. Pepper (KDPR) as the response that represented the best value to the district.

A recommendation was made to, and approved by, the Board of Trustees at their July 12, 2021 meeting to approve the agreement with Keurig-Dr. Pepper.

The current agreement with KDPR expires July 31, 2024.

# Why any beverage contract?

The beverage contracts are a useful tool to provide staff with the opportunities to enjoy a soft drink on the job, if they desire.

The Texas Department of Agriculture (TDA) restricts the serving of food and beverage products to students. Anything served, or made available, to students must meet meal pattern guidelines or be “smart snack” compliant.

As part of the agreement, the district received 250 cases of free bottled water annually.

These products are used at district meetings, graduations, board meetings, etc.

# Downside to Beverage contracts

Exclusivity in product offerings

Signed with a company; they will want to promote their brands

Higher priced beverages than commercially available

Beverage contract is more of a service than just a product

# Where is the value in having a beverage contract?

Vending machines and drink coolers provided, and serviced, by KDRP

Available to all campuses, departments, PTOs, and Booster clubs

KDRP handles all cash deposits and equipment/product restocking

Staff are not using district time constantly running to local stores to purchase drinks for meetings, interviews, special events.

The pricing of the beverages includes all delivery charges, equipment rental charges, equipment maintenance charges, and value of donated product.

When viewed across the whole entity, beverage contracts help to provide a service some staff want while mitigating costs.

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Three-tier Transportation System      **Related Page(s)** Slide presentation

**Report  
Agenda Item**

**EXECUTIVE SUMMARY:**

District staff will present information on a possible change to a three-tier transportation system

**ATTACHMENTS:** Slide presentation

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

# Three-Tier Transportation System

Informational Report - November 13, 2023

# What is a three-tier transportation system?

A three-tiered transportation system would differentiate the instructional times for each campus type in the district.

Currently, the district has a two-tier transportation system with elementary campuses operating on one schedule (7:40-3:10) and secondary campuses operating on a different schedule (8:25-3:55).

Example of times for a three-tier system:

7:25 - 2:55 - High school campuses

8:00 - 3:30 - Elementary campuses

8:45 - 4:15 - Junior high campuses

# Constraints with current system

The largest current constraint we have is transportation equipment.

The district is operating:

- 51 routes/shuttles with 55 buses

- 11 modified routes with 13 buses

We ordered four buses in April 2022 for a grant and do not expect delivery until May 2024

Price of new equipment has increased 29% since 2021 (\$132,000/unit)

- Would need to add 6-8 buses for 2024-2025 to comfortably serve all students

# Benefits of Three-Tier transportation system

Makes more bus equipment available to meet “wants”

- School choice routes

- School day shuttles

- Field trips

- Extra-curricular events

Enhances safety by separating age levels of students

Easier on some parents to get students to school in a more timely manner

# Next Steps

Administrators are reviewing schedules for other districts with three-tier systems to better understand the operational efficiencies and challenges

Return to board with ultimate recommendation in January (likely) / February

Any questions?

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023 **Presented By:** Nisa Redd

**Subject:** Board meeting minutes from October 10, 2023 **Related Page(s)** 2



**EXECUTIVE SUMMARY:**

Attached are the proposed minutes from the October 10, 2023, meeting.

**ATTACHMENTS:**

Board minutes from October 10, 2023, meeting.

		<b>BOARD PRIORITY GOALS</b>
X	<b>Priority #1</b>	<b>Student Growth</b>
X	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Administration recommends that the proposed minutes be approved as presented.

**Minutes October 10, 2023**  
**Board of Trustees Regular Meeting**  
**Waxahachie Independent School District**

---

The Board of Trustees of the Waxahachie Independent School District met October 10, 2023, in the WISD boardroom. President Dusty Autrey called the meeting to order at 5:00pm. Trustees Judd McCutchen, John Rodgers, Melissa Starnater, Kim Kriegel, and Debbie Timmermann, were present. WISD Superintendent Dr. Jerry Hollingsworth, Assistant Superintendent of Secondary Learning Dr. David Averett, Assistant Superintendent of Elementary Learning Lisa Mott, Assistant Superintendent of Teaching, Learning, and Innovation Dr. Dustin Binnicker, General Counsel Lee Auvenshine, Chief Financial Officer Ryan Kahlden, Chief Human Resource Officer Monica James, and Public Relations Director Jenny Bridges, as well as other administrators, were also present.

The Board entered closed session at 5:00pm. The Board reconvened to Open Session at 5:42 to begin the regular portion of the board meeting.

Trustee Judd McCutchen gave the invocation.

WHS students Elena Benitez and Maylie McCorkle led the pledges to the American and Texas flags.

No one spoke in Open Forum.

Dr. Hollingsworth then gave his Superintendent's report which included an update on the district's monthly enrollment and ADA, an Advanced Academics update, information on book studies done by district leadership, and information about an upcoming review of the district's policies.

An update on the district Balanced Scorecard Priority 2-Honor & Support Staff from Assistant Superintendent of Secondary Leadership Dr. David Averett.

Chief Financial Officer Ryan Kahlden, Project Manager Stephen Mott, and AG/CM Project Manager Bob Myers gave an update on bond projects such as concrete being poured at Elementary #10, site work being done at Wilemon STEAM Academy, Hancock Building planning, playground work at Clift and Wedgeworth, and roof overlays at Northside and the Wilemon building.

The Board recognized the following students and staff members this month: Global High School and Waxahachie High School students who have received College Board honors, Wilemon STEAM Academy staff members Kelly Slone and Brittany Songer along with their campus highlight, Howard teacher Liz McCullough and a Howard campus highlight, and Dyslexia therapist Lori Moore with a Dyslexia department highlight.

Trustee Judd McCutchen made a motion to approve Consent Agenda Items A-N. Trustee Debbie Timmermann seconded and the motion passed 6-0. Those items were:

- A. Informational report on Maintenance Department's work orders.
- B. Informational report on the transportation department.
- C. Monthly report regarding monthly student attendance, student discipline, student drug offenses, and drug prevention measures.

- D. Information report on the annual Bilingual & ESL Program evaluation.
- E. Minutes from previous meetings.
- F. Monthly bid reports, purchase orders requiring Board approval, and proposed budget amendments.
- G. Monthly financial reports that include cash position, revenue reports, budget summary, and tax collection reports.
- H. The approval of new and/or modified positions.
- I. The approval of a three-year KickUp agreement.
- J. The approval of the WISD District and Campus Improvement Performance Objectives.
- K. The approval of an interlocal agreement with Texas Department of Information Resources.
- L. The approval of an MOU with Public Wireless to offer hotspots to WISD families for internet connectivity.
- M. The approval of the future planned expanded parking lot for Elementary #10.
- N. The approval of the final payment for the roofing project at Northside Elementary.

**ACTION ITEMS:**

- A. Trustee Debbie Timmermann made a motion to approve a contract with Rone Engineering to provide construction materials, engineering & testing work on Wilemon STEAM building report. Trustee Kim Kriegel seconded, and the motion passed 6-0.

**COMMENTS FROM INDIVIDUAL BOARD MEMBERS**

- Board members commented on items of community interest, including expressions of thanks, congratulations, or condolence; information regarding holiday schedules; recognition of a public employee, or other citizen; and reminders about upcoming district events.

Trustee Kim Kriegel made a motion to adjourn. Trustee John Rodgers seconded, and the motion passed 6-0. The meeting adjourned at 7:08pm.

---

Dusty Autrey, President

---

John Rodgers, Secretary

---

Date

**Minutes November 6, 2023**  
**Board of Trustees Team of Eight Workshop**  
**Waxahachie Independent School District**

---

The Board of Trustees of the Waxahachie Independent School District met November 6, 2023, in PD#1 at the WISD Teaching, Learning, and Innovation Center. President Dusty Autrey called the meeting to order at 5:00 P.M. All trustees were present along with WISD Superintendent Dr. Jerry Hollingsworth

No one spoke in Open Forum.

Kim Caston with Region 10 conducted the 'Team of 8' training for the Trustees and Dr. Hollingsworth until 7:43 P.M.

Trustee Kim Kriegel made a motion to adjourn. Trustee Melissa Starnater seconded, and the motion passed 7-0. The meeting adjourned at 7:43 P.M.

---

Dusty Autrey, President

---

John Rodgers, Secretary

---

Date

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Purchase Orders, Budget Trans/Rev,  
Bids/RFPS      **Related Page(s)** 11

**Consent  
Agenda Item**

**EXECUTIVE SUMMARY:**

Purchase Orders, Budget Transfers & Revisions and Bids/RFP responses requiring Board approval are presented.

**ATTACHMENTS:**

Multiple Purchase Orders, report of Budget Transfers/Revisions and Bid/RFP response report (approval of vendors for Maintenance Supplies, Equipment & Services)

BOARD PRIORITY GOALS		
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Administration recommends that all Purchase Orders, Budget Transfers/Revisions and Bids/RFP responses be approved as presented.

COPIES  
WHITE VENDOR  
YELLOW RECEIVING

INVOICE TO:  
WAXAHACHIE ISD  
411 N. GIBSON STREET  
WAXAHACHIE, TX 75165  
TAX NBR: 75-6002723  
PHONE: 972-923-4631  
FAX NBR: 972-923-4658

REQ. NUMBER: 9370024052  
VENDOR KEY : DAIRY FA000  
PAGE NUMBER: 1  
REQ. DATE : 10/20/2023  
SHIP DATE : 10/20/2023  
SHIP VIA : Best Way  
FISCAL YEAR: 2023-2024  
ENTERED BY : HODGEMAR000

PRINTED 10/25/2023

COMPANY:  
DAIRY FARMERS OF AMERICA, INC.  
PO BOX 676010  
DALLAS, TX 75267-6010

DELIVER TO:  
WISD CHILD NUTRITION  
631 SOLON RD  
WAXAHACHIE, TX 75165

ATTN: MARY HODGE

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
1	EACH	Supply Chain Grant Funds -- used for Milk purchases  Region 10 Vendor	93292.36000	93292.36

#####  
#  
# This is a Requisition and not an official Purchase Order. #  
# The District is not financially responsible for #  
# the unauthorized purchases made with a Requisition. #  
#####

P.O.: 9370024052 ACCOUNT SUMMARY (FOR INTERNAL USE) VENDOR KEY : DAIRY FA000  
ACCOUNT AMOUNT  
701 E 35 6341 01 937 0 99 000 93,292.36

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INVOICE TO:  
 WAXAHACHIE ISD  
 411 N. GIBSON STREET  
 WAXAHACHIE, TX 75165  
 TAX NBR: 75-6002723  
 PHONE: 972-923-4631  
 FAX NBR: 972-923-4658

P.O. NUMBER: 9000024051  
 VENDOR KEY : SOFTWARE000  
 PAGE NUMBER: 1  
 P.O. DATE : 10/30/2023  
 SHIP DATE : 10/30/2023  
 SHIP VIA : N/A  
 FISCAL YEAR: 2023-2024  
 ENTERED BY : ROSS WEN001

PRINTED 10/30/2023  
 \*REPRINTED PO\*

COMPANY:	DELIVER TO:
SOFTWARE ONE, INC. 320 E BUFFALO STREET STE 200 MILWAUKEE, WI 53202	WISD TECHNOLOGY DEPT 405 W Third S. WAXAHACHIE, TX 75165
	ATTN: JOSEPH O'DANIEL

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
		DIR CONTRACT -APPROVED VENDOR		
1900	EACH	AAD-38400 M 365 AS UNIFIED SHARED SERVER PER USER ACADEMIC FACULTY MONTHLY SUBSCRIPTION MICORSOFT LEVEL B 12/1/23-11/20/24	111.80000	212420.00
15000	EACH	AAD-38405 MS365 EDU AS UNIFIED PER USER STUUSEBNFT ACADEMIC STUDENT MONTHLY SUBSCRIPTION MICROSOFT LEVEL C 12/1/23-11/30/24		
38	EACH	9EA-00039 WINDOWS SERVER DATA CENTER CORE 2 LIC CORE LIC ACADEMIC LICENSE AND 1 YEAR SA ADD PROD MICROSOFT NON SPEC LIC&MNT 12/1/23-11/30/24	38.08000	1447.04
150	EACH	4ZF-00019 VDA PER DEVISE ACADEMIC MONTHLY SUBSCRIPTION ADD PROD MICROSOFT NON-SPEC SUB 12/1/23-11/30/24	31.47000	4720.50
30	EACH	LM7-00017 DOMESTIC CALLING PLAN EDU FOR PHONE SYSTEM PER USER ACADEMIC ADD PROD MONTHLY SUBSCRIPTION MICROSOFT	97.96000	2938.80

USE P.O. NUMBER ON ALL CORRESPONDENCE      72      SUB TOTAL      221,526.34

( C O N T I N U E D O N N E X T P A G E )

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INVOICE TO:  
WAXAHACHIE ISD  
411 N. GIBSON STREET  
WAXAHACHIE, TX 75165  
TAX NBR: 75-6002723  
PHONE: 972-923-4631  
FAX NBR: 972-923-4658

P.O. NUMBER: 9000024051  
VENDOR KEY : SOFTWARE000  
PAGE NUMBER: 2  
P.O. DATE : 10/30/2023  
SHIP DATE : 10/30/2023  
SHIP VIA : N/A  
FISCAL YEAR: 2023-2024  
ENTERED BY : ROSS WEN001

PRINTED 10/30/2023  
\*REPRINTED PO\*

COMPANY:  
SOFTWARE ONE, INC.  
320 E BUFFALO STREET STE 200  
MILWAUKEE, WI 53202

DELIVER TO:  
WISD TECHNOLOGY DEPT  
405 W Third S.  
WAXAHACHIE, TX 75165  
  
ATTN: JOSEPH O'DANIEL

<u>QUANT.</u>	<u>UNIT OF MEASURE</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
		NON-SPEC SUB		
		12/1/23-11/30/24		
30	EACH	LK7-00001 TEAMS PHONE STANDARD EDU SUB PER SUER ACADEMIC ADD PROD MONTHLY SUBSCRIPTION MICROSFT NON-SPEC SUB	33.31000	999.30
		12/1/23-11/30/24		
		CONTRACT ABOVE IS FOR 12/1/23-11/30/24		
		USE P.O. NUMBER ON ALL CORRESPONDENCE	TOTAL	222,525.64

T A X E X E M P T I O N S

TAX EXEMPT ENTITY  
NO BACK ORDERS ACCEPTED

PURCHASE APPROVED BY:

CHIEF FINANCIAL OFFICER

=====

P.O.: 9000024051 ACCOUNT SUMMARY (FOR INTERNAL USE)	VENDOR KEY : SOFTWARE000
<u>ACCOUNT</u>	<u>AMOUNT</u>
161 A 00 1410 00 000 0 00 000	55,631.44
161 E 53 6399 01 999 0 99 153	166,894.20

=====

# Waxahachie Independent School District

## Quote Comparison Form

In accordance with Board policy CH (LOCAL), all purchases over \$5,000 are required to record at least three quotes received before a purchase order is issued. The use of this form is recommended, though not required for all purchases below \$5,000. All quotes for purchases over \$5,000 should be remitted to the business office for recordkeeping. Purchases should be including of all items within a given project (equipment, installation, consulting, etc).

Name of Person securing quote Shelly Murphree

Department: Technology

Budget Allocated for Purchase: 161 53 6399 01 999 0 99 153

Item(s) being quoted: MS 365 licensing

Vendor # 1: Company Name: Software One

Representative: Levi Wolff

Vendor Approved via: DIR & Tips

Amount Quoted: \$ 222,526.00

Vendor #2: Company Name: CDW

Representative: Corey & Becky

Vendor Approved via: TX Dir

Amount Quoted: \$ 239,994.00

Vendor #3: Company Name: SHI

Representative: Christina Santos

Vendor Approved via: TX Dir

Amount Quoted: \$ 222,646.00

Based on the quotes received, I believe it is the most advantageous to Waxahachie ISD to use **Software One for MS 365 licensing.**

  
\_\_\_\_\_  
Joe O'Daniel, Director 10/3/2023

Business Office Approval 74

  
10/4/23



Waxahachaie ISD  
 411 N Gibson St  
 WAXAHACHIE, TX 75165

Date 10/26/2023  
 Customer No. US-SCU-152101  
 External Document No. NEW EES  
 Your Reference New EES  
 Account Manager Levi Wolff  
 Your Contact Person GSDC-SS-Education  
 E-Mail education.us@softwareone.com  
 Our Tax ID 39-1501504

## Quote US-QUO-1124523

**Invoice Address**

Waxahachaie ISD  
 411 N Gibson St  
 WAXAHACHIE, TX 75165

**Shipping Address**

Waxahachaie ISD  
 411 N Gibson St  
 WAXAHACHIE, TX 75165

**License Address**

Waxahachaie ISD  
 411 N Gibson St  
 WAXAHACHIE, TX 75165

Joseph O'Daniel  
 jodaniel@wisd.org

Pos. No.	Description	Manufacturer	Disc-Lev	Format	Start Date	Version	Qty.	Unit Price	Sales Tax	Amount (USD)
Pricing for 1yr from 12/1/2023 to 11/30/2024										
10	AAD-38400	M365 EDU A5 Unified Shared Server Per User			12/01/2023	NON-SPECIAL				
		Academic Faculty Monthly Subscription			11/30/2024	Non-Specific				
		Microsoft	LEVEL B	SUB	CAMPUS		1,900	111.80	0.00	212,420.00
20	AAD-38405	M365 EDU A5 Unified Per User STUUseBnft			12/01/2023	NON-SPECIAL				
		Academic Student Monthly Subscription			11/30/2024	Non-Specific				
		Microsoft	LEVEL C	SUB	CAMPUS		15,000	0.00	0.00	0.00
30	9EA-00039	Windows Server DataCenter Core 2 Lic Core Lic			12/01/2023	NON-SPECIAL				
		Academic License and 1 Year SA Add Prod			11/30/2024	Non-Specific				
		Microsoft	NON-SPEC	LIC&MNT	CAMPUS		38	38.08	0.00	1,447.04
40	4ZF-00019	VDA per Device			12/01/2023	NON-SPECIAL				
		Academic Monthly Subscription Add Prod			11/30/2024	Non-Specific				
		Microsoft	NON-SPEC	SUB	CAMPUS		150	31.47	0.00	4,720.50
50	LM7-00017	Domestic Calling Plan Edu for Phone System per User			12/01/2023	NON-SPECIAL				

SoftwareOne, Inc.

320 E Buffalo St, Suite 200  
 Milwaukee, WI 53202  
 USA

Phone: +800 444 9890  
 Fax: +262 317 5554  
 Email: info.us@softwareone.com  
 Web: www.softwareone.com



Quote US-QUO-1124523

Pos. No.	Description	Start Date	Version	End Date	OS	Qty.	Unit Price	Sales Tax	Amount (USD)
	Academic Add Prod Monthly Subscription	11/30/2024	Non-Specific						
	Microsoft	NON-SPEC	SUB	CAMPUS		30	97.96	0.00	2,938.80
60 LK7-00001	Teams Phone Standard Edu Sub Per User	12/01/2023	NON-SPEC/AL						
	Academic Add Prod Monthly Subscription	11/30/2024	Non-Specific						
	Microsoft	NON-SPEC	SUB	CAMPUS		30	33.31	0.00	999.30
<b>Total USD excl. Tax</b>									<b>222,525.64</b>
Tax									0.00
<b>Total USD incl. Tax</b>									<b>222,525.64</b>

Thank you for your request for quote

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms: 30 Days net  
 Shipping Method: Electronic Software Delivery  
 Quote valid until: 12/01/2023

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: <https://v1.client.softwareone.com/portal/Quotes/DocumentDetail/US/US-QUO-1124523>

12/1/23 thru 8/31/24 = 166,894.20 161-53-6399-01-999-0-9  
 9/1/24 thru 11/30/24 = 55,631.44 161-00-1410 15.

Waxahachie ISD 2023-24 Proposed Budget Amendments for November 2023

	Adopted Gen. Fund 1XXX	Amended Gen. Fund 1XXX	Proposed Budget Amendments- Increases Gen. Fund 1XXX	Proposed Budget Amendments- (Decreases) Gen. Fund 1XXX	Proposed Revised Budget Gen. Fund 1XXX	Explanation
<b>REVENUES</b>						
5700 LOCAL & INTER. SOURCE REVENUE	62,993,497	63,005,300			63,005,300	
5800 STATE PROGRAM REVENUES	54,335,548	54,335,548			54,335,548	
5900 FEDERAL REVENUES	2,000,000	2,000,000	-		2,000,000	
7900 OTHER RESOURCES					-	
<b>TOTAL REVENUES</b>	<b>119,329,045</b>	<b>119,340,848</b>	<b>-</b>	<b>-</b>	<b>119,340,848</b>	
11 INSTRUCTIONAL RESOURCES & MEDIA SER	70,567,598	71,003,368		(51,481)	70,951,887	Move \$2,000 from 11 to 23 for Shackelford budget. Move \$1,062 from 11 to 13 for Fine Arts budget. Move \$466 from 11 to 13 for Shackelford budget. Move \$4,000 from 11 to 13 for Fine Arts Budget. Move \$43,100 from 11 to 31 for SPED budget. Move \$853 from 11 to 13 for TLI budget.
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,417,523	1,417,523			1,417,523	
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,765,761	1,760,864	6,381	(11,000)	1,756,245	Move \$1,062 from 11 to 13 for Fine Arts budget. Move \$466 from 11 to 13 for Shackelford budget. Move \$4,000 from 11 to 13 for Fine Arts budget. Move \$11,000 from 13 to 31 for SPED budget. Move \$853 from 11 to 13 for TLI budget.
21 INSTRUCTIONAL LEADERSHIP	2,867,576	2,867,576		(5,900)	2,861,676	Move \$5,900 from 21 to 31 for SPED budget
23 SCHOOL ADMINISTRATION	6,947,041	6,890,251	2,000		6,892,251	Move \$2,000 from 11 to 23 for Shackelford budget
31 GUIDANCE AND COUNSELING SERVICES	3,118,966	3,100,966	60,000		3,160,966	Move \$11,000 from 13 to 31 for SPED budget. Move \$43,100 from 11 to 31 for SPED budget. Move \$5,900 from 21 to 31 for SPED budget.
32 SOCIAL WORK SERVICES					-	
33 HEALTH SERVICES	1,486,871	1,484,871			1,484,871	
34 STUDENT (PUPIL) TRANSPORTATION	4,070,619	4,070,619	597,480		4,668,099	Increase to 34 due to rolled over purchase orders from prior year.
35 FOOD SERVICES						
36 COCURRICULAR/EXTRACURRICULAR ACTIV.	5,080,856	5,063,576	483,858		5,547,434	Increase to 36 due to rolled over purchase orders from prior year.
41 GENERAL ADMINISTRATION	3,735,228	3,735,228			3,735,228	

Waxahachie ISD 2023-24 Proposed Budget Amendments for November 2023

51 PLANT MAINTENANCE AND OPERATION	11,404,898	11,404,898	100,000		11,504,898	Moving \$100,000 from 81 to 51 for anticipated HVAC needs.
52 SECURITY & MONITORING SERVICES	2,148,770	2,148,770			2,148,770	
53 DATA PROCESSING SERVICES	1,936,246	1,936,246			1,936,246	
61 COMMUNITY SERVICES	259,812	259,812			259,812	
71 DEBT SERVICE	-	-			-	
81 FACILITIES	825,000	500,000	118,250	(100,000)	518,250	Increase to 81 due to rolled over purchase orders from prior year. Move \$100,000 from 81 to 51 for anticipated HVAC needs.
95 JJAEP	40,000	40,000			40,000	
99 OTHER GOVERNMENTS	655,000	655,000			655,000	
<b>TOTAL APPROPRIATIONS</b>	<b>118,327,765</b>	<b>118,339,568</b>	<b>1,367,969</b>	<b>(168,381)</b>	<b>119,539,156</b>	
<b>Approved by Board:</b>	<b>Yes</b>	<b>No</b>	<b>Date:</b>	<b>Signed:</b>		

**Waxahachie ISD 2023-24 Proposed Enterprise Funds Budget  
Amendments for November 2023**

	Adopted Ent. Fund	Amended Ent. Fund	Proposed Budget Amendments- Increases Ent. Fund	Proposed Budget Amendments- (Decreases) Ent. Fund	Proposed Revised Budget Ent. Fund	Explanation
5700 LOCAL & INTER. SOURCE REVENUE	7XXX	7XXX	7XXX	7XXX	7XXX	
	1,992,000	1,992,000			1,992,000	
5800 STATE PROGRAM REVENUES	354,874	354,874	-	-	354,874	
5900 FEDERAL REVENUES					-	
7900 OTHER RESOURCES	3,090,000	3,090,000			3,090,000	
<b>TOTAL REVENUES</b>	<b>5,436,874</b>	<b>5,436,874</b>	<b>-</b>	<b>-</b>	<b>5,436,874</b>	
<b>APPROPRIATIONS BY FUNCTION</b>						
11 INSTRUCTIONAL RESOURCES & MEDIA SER	-	-	-	-	-	
12 INSTRUCTIONAL RESOURCES & MEDIA SER	-	-	-	-	-	
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	-	-	-	-	-	
21 INSTRUCTIONAL LEADERSHIP	-	-	-	-	-	
23 SCHOOL ADMINISTRATION	-	-	-	-	-	
31 GUIDANCE AND COUNSELING SERVICES	-	-	-	-	-	
32 SOCIAL WORK SERVICES	-	-	-	-	-	
33 HEALTH SERVICES	-	-	-	-	-	
34 STUDENT (PUPIL) TRANSPORTATION	-	-	-	-	-	
35 FOOD SERVICES	5,102,544	5,102,544			5,102,544	
36 CURRICULAR/EXTRACURRICULAR ACTIV.						
41 GENERAL ADMINISTRATION						
51 PLANT MAINTENANCE AND OPERATION	79,572	79,572			79,572	
52 SECURITY & MONITORING SERVICES						
53 DATA PROCESSING SERVICES						
61 COMMUNITY SERVICES	628,121	628,121	25,000		653,121	Increase to Day Care Budget - based on grant received.
71 DEBT SERVICE						
81 FACILITIES						
8900 OTHER USES						
<b>TOTAL APPROPRIATIONS</b>	<b>5,810,237</b>	<b>5,810,237</b>	<b>25,000</b>	<b>-</b>	<b>5,835,237</b>	

Yes	No
-----	----

Approved by Board:

Date:

Signed:

**BID REPORT**  
**NOVEMBER 13, 2023 BOARD MEETING**

1. The Business Office requests Board approval of the attached approved vendor lists for the following categories:

- Retail & Discount Stores
- Advanced Academic and STEM Supplies, Equipment & Services

These lists represent all vendors who responded with an RFP submission by the deadline of October 19, 2023.

ADVANCED ACADEMICS - STEM SUPPLIES, EQUIPMENT, SERVICES November 2023-October 2024

VENDOR NAME	LOCATION	PRICING	EPCNT
AMANZI PARTY RENTALS, LLC	AUSTIN, TX	CALL FOR QUOTE	YES
ASI ASSOCIATES INC./ ARBOR SCIENTIFIC	SALINE, MI	CALL FOR QUOTE	YES
BILLINGS PRODUCTIONS	ALLEN, TX	CALL FOR QUOTE	YES
DECK THE LAWN WAXAHACHIE	WAXAHACHIE, TX	CALL FOR QUOTE	YES
DESTINATION IMAGINATION	BLACKWOOD, NJ	CALL FOR QUOTE	N/A
FISHER SCIENTIFIC COMPANY LLC	HANOVER PARK, IL	33-60% DISCOUNT	YES
FUN TIME ENTERTAINMENT GROUP, INC.	DALLAS, TX	CALL FOR QUOTE	YES
GAMES2U	AUSTIN, TX	CALL FOR QUOTE	N/A
GREATER FORT WORTH CREATIVE PROBLEM SOLVING ORG.	WEATHERFORD, TEXAS	SEE RFP RESPONSE FOR PRICING	YES
GROUP DYNAMIX	CARROLLTON, TX	CALL FOR QUOTE	N/A
LEARN BY DOING, INC.	CHICAGO, IL	CALL FOR QUOTE	YES
OZO EDU INC.	NEWPORT BEACH, CA	CALL FOR QUOTE	YES
QUILL	LINCOLNSHIRE, IL	5-15% DISCOUNT	YES
SARGENT WELCH & WARD SCIENCE	ROCHESTER, NY	18-33% DISCOUNT	YES
SAVVAS LEARNING COMPANY, LLC/GATEWAY EDUCATION	PARAMUS, NJ	SEE RFP RESPONSE FOR PRICING	YES
SCHOOL SPECIALTY	GREENVILLE, WI	14-35% DISCOUNT	NO
TEXAS CRIME PREVENTION & INVESTIGATION	DALLAS, TX	CALL FOR QUOTE	YES
THE WOMEN'S CENTER OF TARRANT CO.	FORT WORTH, TX	10-15% DISCOUNT	YES
WAKELET	WEST FALMOUTH, MA	CALL FOR QUOTE	YES
WINN INNOVATIONS, LLC	DUNCANVILLE, TX	CALL FOR QUOTE	YES

RETAIL & DISCOUNT STORES APPROVED VENDOR LIST November 2023 thru October 2028

VENDOR NAME	LOCATION	PRICING	EPCNT
H.E.B. WAXAHACHIE	WAXAHACHIE, TX	SHELF PRICING	YES
WALMART WAXAHACHIE	WAXAHACHIE, TX	SHELF PRICING	YES
ARK COUNTRY STORE	WAXAHACHIE, TX	SHELF PRICING	N/A

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Monthly financial reports from September 2023      **Related Page(s)** 20

**Consent  
Agenda Item**

**EXECUTIVE SUMMARY:**

Monthly financial reports that include cash position, revenue reports, budget summary, tax collection report, bid report and proposed budget amendments.

**ATTACHMENTS:**

20 pages of September 2023 monthly financial reports.

		<b>BOARD PRIORITY GOALS</b>
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Administration recommends that the monthly financial reports for September 2023 be approved as presented.

**GENERAL OPERATING  
CASH POSITION  
AS OF SEPTEMBER 2023**

Actual Invested Funds:	\$28,101,263.73
Actual Cash Balance:	<u>\$ 740,084.78</u>

**Total Cash Balance (Sept. 23): \$28,841,348.51**

Estimated Oct. 23 Tax Revenue:	\$ 175,400.00
Estimated Oct. 23 State/Other Revenue:	\$ 9,745,930.00
Estimated Oct. 23 Payroll Expenses:	\$ -7,943,500.00
Estimated Oct. 23 A/P Expenses:	<u>\$ -1,909,800.00</u>

**Projected Cash Balance end (Oct. 2023): \$28,909,378.51**

There are no anticipated cash flow problems for the District.

**GENERAL OPERATING REVENUE AND EXPENSE PROJECTIONS 2023-24**

(original projections)

Projected 2023-24 Cashflow

	September	October	November	December	January	February	March	April	May	June	July	August	TOTALS
Beginning Balance	\$ 26,728,837	\$ 28,841,348	\$ 28,909,378	\$ 27,850,878	\$ 46,859,578	\$ 57,544,721	\$ 60,579,861	\$ 56,106,261	\$ 50,655,961	\$ 42,669,861	\$ 36,479,361	\$ 31,793,061	
Local Tax Revenue	\$ 81,754	\$ 175,400	\$ 3,675,900	\$ 27,650,400	\$ 17,573,643	\$ 9,657,500	\$ 1,315,000	\$ 476,300	\$ 275,300	\$ 250,400	\$ 233,000	\$ 107,400	\$ 61,471,987
State/Other Revenue	\$ 13,435,457	\$ 9,745,930	\$ 6,012,000	\$ 2,533,900	\$ 2,740,300	\$ 2,965,040	\$ 3,799,600	\$ 3,759,400	\$ 2,175,300	\$ 3,780,500	\$ 5,750,900	\$ 8,349,500	\$ 65,047,827
Payroll Expenses	\$ (7,911,615)	\$ (7,943,500)	\$ (7,910,800)	\$ (8,750,300)	\$ (7,930,400)	\$ (7,911,600)	\$ (7,912,400)	\$ (7,935,200)	\$ (7,935,400)	\$ (8,345,500)	\$ (7,911,800)	\$ (7,945,700)	\$ (96,344,215)
Accounts Payable	\$ (3,493,085)	\$ (1,909,800)	\$ (2,835,800)	\$ (2,425,300)	\$ (1,698,400)	\$ (1,675,800)	\$ (1,675,800)	\$ (1,750,800)	\$ (2,501,300)	\$ (1,875,900)	\$ (2,758,400)	\$ (4,750,800)	\$ (29,350,985)
Ending Balance	\$ 28,841,348	\$ 28,909,378	\$ 27,850,878	\$ 46,859,578	\$ 57,544,721	\$ 60,579,861	\$ 56,106,261	\$ 50,655,961	\$ 42,669,861	\$ 36,479,361	\$ 31,793,061	\$ 27,553,461	\$ (126,695,199)

Projections based on these assumptions:

The beginning balance is based on the 8/31/23 cash balance of \$992,059.99 plus the actual invested balance of \$25,726,777.20.

Tax revenue is based on total taxes budgeted for 23-24 and divided per month based on 22-23 collections.

Tax revenue includes General Operating only - not I&S, and includes budgeted amount for current, delinquent and penalties.

State/Other revenue based on budgeted revenue for General Operating and Federal/State Special Programs. These projections do not include Child Nutrition, Lighthouse for Learning, Child Care Center, Student Activity Campus Activity, Interest and Sinking or Capital Projects - which all have separate bank accounts.

CO Payroll expenses are based on September's actual payroll expense and certain fluctuations anticipated throughout the 23-24 year - including substitutes and retiree payoffs.

Accounts payable amounts for September are actual. October through August are projected amounts. These projections only include General Operating and Federal/State Special Programs.

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT  
CASH POSITION  
FOR THE PERIOD ENDED  
SEPTEMBER 2023

	<u>LOCAL MAIN.</u>	<u>I &amp; S</u>	<u>OSCB ESCROW</u>	<u>CAPITAL</u>	<u>ENTERPRISE</u>	<u>TOTAL</u>
Beginning Balances	\$ 992,059.99	\$ 645,183.66	\$ -	\$ 35,890.85	\$ 4,702,251.35	\$ 6,375,385.85
Add: Deposits	\$ (11,404,699.25)	\$ 2,548.75	\$ -	\$ 1,437,034.38	\$ 273,758.73	\$ (9,691,357.39)
Less: Disbursements	\$ 11,152,724.04	\$ -	\$ -	\$ (1,436,853.91)	\$ 541,623.09	\$ 9,174,247.04
Ending Balances	\$ 740,084.78	\$ 647,732.41	\$ -	\$ 36,071.32	\$ 4,434,386.99	\$ 5,858,275.50
Add: Investments	\$ 28,101,263.73	\$ 13,881,319.35	\$ 2,156,806.24	\$ 191,475,804.14	\$ 0.00	\$ 235,615,193.46
<b>TOTALS</b>	\$ 28,841,348.51	\$ 14,529,051.76	\$ 2,156,806.24	\$ 191,511,875.46	\$ 4,434,386.99	\$ 241,473,468.96

PERCENTAGE OF CURRENT YEAR REVENUES  
General Operating and Interest & Sinking

	<u>Total Levy</u> <u>(Budgeted)</u>	<u>9/30/2023</u>	<u>Percentage</u>
<b>2022-23 Tax Collections</b>			
Current	\$ 92,289,782	0.00	0.00%
Prior Yr. Delinquent	\$ 489,431	25,825.44	5.27%
Penalties	\$ 815,984	15,892.32	1.94%
<b>2023-24 Tax Collections</b>			
Current	\$ 94,451,499	0.00	0.00%
Prior Yr. Delinquent	\$ 390,000	80,584.32	20.66%
Penalties	\$ 330,000	32,305.75	9.78%
<b>2022-23 Other Revenue</b>	\$ 49,883,108	9,084,476.55	18.21%
<b>2023-24 Other Revenue</b>	\$ 57,968,851	12,542,428.16	21.63%
<b>2022-23 Total Revenue</b>	\$ 143,478,305	9,126,194.31	6.36%
<b>2023-24 Total Revenue</b>	\$ 153,140,350	12,655,318.23	8.26%

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT INVESTMENT PORTFOLIO

DATE	FUND	TYPE	DESCRIPTION	PUR.AMT.	MATURITY	RATE	YIELD	COST	PROJ. INT.	PAR
9/1/2023	G/O	POOL	TASB LONE STAR	\$20,652,653.83	9/30/2023	5.316	5.316	\$20,652,653.83	\$90,243.04	\$20,742,896.87
9/1/2023	G/O	POOL	TEX-POOL	\$5,090,270.23	9/30/2023	5.322	5.322	\$5,090,270.23	\$22,265.26	\$5,112,535.49
9/8/2023	G/O	POOL	TASB LONE STAR	-\$2,418,000.00	withdrawal			-\$2,418,000.00	\$0.00	-\$2,418,000.00
9/11/2023	G/O	POOL	TASB LONE STAR	\$48,007.43	9/30/2023	5.316	5.316	\$48,007.43	\$132.86	\$48,140.29
9/12/2023	G/O	POOL	TASB LONE STAR	\$4,878.39	9/30/2023	5.316	5.316	\$4,878.39	\$12.79	\$4,891.18
9/13/2023	G/O	POOL	TASB LONE STAR	\$2,284.87	9/30/2023	5.316	5.316	\$2,284.87	\$5.66	\$2,290.53
9/14/2023	G/O	POOL	TASB LONE STAR	\$1,593.18	9/30/2023	5.316	5.316	\$1,593.18	\$3.71	\$1,596.89
9/15/2023	G/O	POOL	TASB LONE STAR	-\$449,702.19	withdrawal			-\$449,702.19	\$0.00	-\$449,702.19
9/15/2023	G/O	POOL	TASB LONE STAR	\$2,463.87	9/30/2023	5.316	5.316	\$2,463.87	\$5.38	\$2,469.25
9/18/2023	G/O	POOL	TASB LONE STAR	\$19,524.33	9/30/2023	5.316	5.316	\$19,524.33	\$34.13	\$19,558.46
9/18/2023	G/O	POOL	TASB LONE STAR	\$13,890.38	9/30/2023	5.316	5.316	\$13,890.38	\$24.28	\$13,914.66
9/19/2023	G/O	POOL	TASB LONE STAR	\$9,470.33	9/30/2023	5.316	5.316	\$9,470.33	\$15.17	\$9,485.50
9/20/2023	G/O	POOL	TASB LONE STAR	\$105,350.00	9/30/2023	5.316	5.316	\$105,350.00	\$153.44	\$105,503.44
9/20/2023	G/O	POOL	TASB LONE STAR	\$211,216.05	9/30/2023	5.316	5.316	\$211,216.05	\$307.64	\$211,523.69
9/20/2023	G/O	POOL	TASB LONE STAR	\$22,756.97	9/30/2023	5.316	5.316	\$22,756.97	\$33.15	\$22,790.12
9/20/2023	G/O	POOL	TASB LONE STAR	\$5,063.20	9/30/2023	5.316	5.316	\$5,063.20	\$7.37	\$5,070.57
9/20/2023	G/O	POOL	TASB LONE STAR	\$4,302.68	9/30/2023	5.316	5.316	\$4,302.68	\$6.27	\$4,308.95
9/20/2023	G/O	POOL	TASB LONE STAR	\$39,406.85	9/30/2023	5.316	5.316	\$39,406.85	\$57.40	\$39,464.25
9/20/2023	G/O	POOL	TASB LONE STAR	\$1,893.94	9/30/2023	5.316	5.316	\$1,893.94	\$2.76	\$1,896.70
9/20/2023	G/O	POOL	TASB LONE STAR	\$1,631.61	9/30/2023	5.316	5.316	\$1,631.61	\$2.38	\$1,633.99
9/20/2023	G/O	POOL	TASB LONE STAR	\$30,163.39	9/30/2023	5.316	5.316	\$30,163.39	\$43.93	\$30,207.32
9/21/2023	G/O	POOL	TASB LONE STAR	\$35,742.30	9/30/2023	5.316	5.316	\$35,742.30	\$46.85	\$35,789.15
9/21/2023	G/O	POOL	TASB LONE STAR	\$196,278.45	9/30/2023	5.316	5.316	\$196,278.45	\$228.71	\$196,507.16
9/22/2023	G/O	POOL	TASB LONE STAR	-\$6,992,553.50	withdrawal			-\$6,992,553.50	\$0.00	-\$6,992,553.50
9/22/2023	G/O	POOL	TASB LONE STAR	-\$10,729.82	withdrawal			-\$10,729.82	\$0.00	-\$10,729.82
9/22/2023	G/O	POOL	TASB LONE STAR	-\$300,000.00	withdrawal			-\$300,000.00	\$0.00	-\$300,000.00
9/25/2023	G/O	POOL	TASB LONE STAR	\$10,506,074.00	9/30/2023	5.316	5.316	\$10,506,074.00	\$7,651.16	\$10,513,725.16
9/25/2023	G/O	POOL	TASB LONE STAR	\$1,460.06	9/30/2023	5.316	5.316	\$1,460.06	\$1.06	\$1,461.12
9/25/2023	G/O	POOL	TASB LONE STAR	\$10,176.77	9/30/2023	5.316	5.316	\$10,176.77	\$7.41	\$10,184.18
9/25/2023	G/O	POOL	TASB LONE STAR	\$2,839.71	9/30/2023	5.316	5.316	\$2,839.71	\$2.07	\$2,841.78
9/27/2023	G/O	POOL	TASB LONE STAR	\$307,400.08	9/30/2023	5.316	5.316	\$307,400.08	\$134.32	\$307,534.40
9/28/2023	G/O	POOL	TASB LONE STAR	\$13,032.58	9/30/2023	5.316	5.316	\$13,032.58	\$3.80	\$13,036.38
9/28/2023	G/O	POOL	TASB LONE STAR	\$1,798,116.00	9/30/2023	5.316	5.316	\$1,798,116.00	\$523.80	\$1,798,639.80
9/29/2023	G/O	POOL	TASB LONE STAR	-\$417,686.98	withdrawal			-\$417,686.98	\$0.00	-\$417,686.98
9/29/2023	G/O	POOL	TASB LONE STAR	\$3,685.50	9/30/2023	5.316	5.316	\$3,685.50	\$0.54	\$3,686.04
9/29/2023	G/O	POOL	TASB LONE STAR	\$4,434.29	9/30/2023	5.316	5.316	\$4,434.29	\$0.65	\$4,434.94
9/29/2023	G/O	POOL	TASB LONE STAR	-\$496,000.00	withdrawal			-\$496,000.00	\$0.00	-\$496,000.00
9/29/2023	G/O	POOL	TASB LONE STAR	\$82,685.58	interest			\$82,685.58	\$0.00	\$82,685.58
10/2/2023	G/O	POOL	TASB LONE STAR	\$1,506.91	in transit			\$1,506.91	\$0.00	\$1,506.91
10/2/2023	G/O	POOL	TASB LONE STAR	\$5,243.30	in transit			\$5,243.30	\$0.00	\$5,243.30
	G/O	POOL	TEX-POOL	\$22,265.19	interest			\$22,265.19	\$0.00	\$22,265.19
			TASB LONE STAR	-\$71,826.03	due to Tax Office			-\$71,826.03	\$0.00	-\$71,826.03
			SUB-TOTAL:	\$28,101,263.73				\$28,101,263.73		

\*\*Pool interest calculated on a per month basis using month end balance.

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT INVESTMENT PORTFOLIO

DATE	FUND	TYPE	DESCRIPTION	PUR.AMT.	MATURITY	RATE	YIELD	COST	PROJ. INT.	PAR
9/1/2023	I&S	POOL	TASB-LONE STAR	\$13,962,861.41	9/30/2023	5.316	5.316	\$13,962,861.41	61,008.14	14,023,869.55
9/1/2023	I&S	POOL	TASB-LONE STAR	-\$ 170,000.00	withdrawal			-\$ 170,000.00	0.00	-170,000.00
9/11/2023	I&S	POOL	TASB-LONE STAR	\$ 17,073.76	9/30/2023	5.316	5.316	\$ 17,073.76	47.25	17,121.01
9/12/2023	I&S	POOL	TASB-LONE STAR	\$ 1,981.75	9/30/2023	5.316	5.316	\$ 1,981.75	5.20	1,986.95
9/13/2023	I&S	POOL	TASB-LONE STAR	\$ 920.09	9/30/2023	5.316	5.316	\$ 920.09	2.28	922.37
9/14/2023	I&S	POOL	TASB-LONE STAR	\$ 648.66	9/30/2023	5.316	5.316	\$ 648.66	1.51	650.17
9/15/2023	I&S	POOL	TASB-LONE STAR	\$ 996.87	9/30/2023	5.316	5.316	\$ 996.87	2.18	999.05
9/18/2023	I&S	POOL	TASB-LONE STAR	\$ 7,548.19	9/30/2023	5.316	5.316	\$ 7,548.19	13.19	7,561.38
9/19/2023	I&S	POOL	TASB-LONE STAR	\$ 3,785.15	9/30/2023	5.316	5.316	\$ 3,785.15	6.06	3,791.21
9/21/2023	I&S	POOL	TASB-LONE STAR	\$ 14,556.00	9/30/2023	5.316	5.316	\$ 14,556.00	19.08	14,575.08
9/28/2023	I&S	POOL	TASB-LONE STAR	\$ 5,370.28	9/30/2023	5.316	5.316	\$ 5,370.28	1.56	5,371.84
9/29/2023	I&S	POOL	TASB-LONE STAR	\$ 1,499.55	9/30/2023	5.316	5.316	\$ 1,499.55	0.22	1,499.77
9/29/2023	I&S	POOL	TASB-LONE STAR	\$ 60,375.23	interest			\$ 60,375.23	0.00	60,375.23
10/2/2023	I&S	POOL	TASB-LONE STAR	\$ 610.63	in transit			\$ 610.63	0.00	610.63
10/2/2023	I&S	POOL	TASB-LONE STAR	\$ 2,133.32	in transit			\$ 2,133.32	0.00	2,133.32
10/2/2023	I&S	POOL	TASB-LONE STAR	-\$ 29,041.54	due to Tax Office			-\$ 29,041.54	0.00	
			SUB-TOTAL:	\$13,881,319.35				\$13,881,319.35		13,881,319.35
9/1/2023	QSCB	POOL	TASB-LONE STAR	\$1,977,422.95	9/30/2023	5.316	5.316	\$1,977,422.95	\$8,639.98	\$1,986,062.93
9/1/2023	QSCB	POOL	TASB-LONE STAR	\$170,000.00	9/30/2023	5.316	5.316	\$170,000.00	\$742.78	\$170,742.78
9/30/2023	QSCB	POOL	TASB-LONE STAR	\$9,383.29	INTEREST			\$9,383.29	\$0.00	\$9,383.29
			SUB-TOTAL:	\$2,156,806.24				\$2,156,806.24		
9/1/2023	CAP PROJ	POOL/BANK	COMBINED	\$192,071,958.46	9/30/2023			\$192,071,958.46	\$0.00	\$192,071,958.46
9/11/2023	CAP PROJ	BANK	FFB	-\$360,392.50	withdrawal			-\$360,392.50	\$0.00	-\$360,392.50
9/13/2023	CAP PROJ	BANK	FFB	-\$15,345.84	withdrawal			-\$15,345.84	\$0.00	-\$15,345.84
9/22/2023	CAP PROJ	BANK	FFB	-\$15,000.00	withdrawal			-\$15,000.00	\$0.00	-\$15,000.00
9/30/2023	CAP PROJ	BANK	FFB	\$123,561.25	interest			\$123,561.25	\$0.00	\$123,561.25
9/12/2023	CAP PROJ	POOL	TEX-POOL	-\$61,283.07	withdrawal			-\$61,283.07	\$0.00	-\$61,283.07
9/18/2023	CAP PROJ	POOL	TEX-POOL	-\$280,788.00	withdrawal			-\$280,788.00	\$0.00	-\$280,788.00
9/22/2023	CAP PROJ	POOL	TEX-POOL	-\$34,213.18	withdrawal			-\$34,213.18	\$0.00	-\$34,213.18
9/29/2023	CAP PROJ	POOL	TEX-POOL	-\$66,331.32	withdrawal			-\$66,331.32	\$0.00	-\$66,331.32
9/30/2023	CAP PROJ	POOL	TEX-POOL	\$41,890.25	interest			\$41,890.25	\$0.00	\$41,890.25
9/18/2023	CAP PROJ	POOL	TASB-LONE STAR	-\$3,500.00	withdrawal			-\$3,500.00	\$0.00	-\$3,500.00
9/30/2023	CAP PROJ	POOL	TASB-LONE STAR	\$175,248.09	interest			\$175,248.09	\$0.00	\$175,248.09
			SUB-TOTAL:	\$191,475,804.14				\$191,475,804.14		
			TOTAL INVESTED:	\$235,615,193.46						
			total does not include							
			scholarship investments							

\*\*Pool interest calculated on a per month basis using month end balance.



**WAXAHACHIE ISD SUMMARY OF ACTIVITY AS OF SEPTEMBER 2023**

<b>GENERAL FUND</b>	<b>YTD ACTUAL</b>	<b>ORIGINAL BUDGET</b>	<b>REVISED BUDGET</b>	<b>YTD %</b>	<b>PRIOR YTD %</b>
REVENUES	12,551,874.71	119,329,045	119,340,848	10.52%	8.34%
EXPENDITURES	10,058,711.62	118,327,765	118,339,568	8.50%	8.32%
<b>SPECIAL PROGRAMS</b>					
REVENUES	958,264.43	7,527,540	7,527,540	12.73%	0.00%
EXPENDITURES	434,155.53	7,525,019	7,525,019	5.77%	7.64%
<b>INTEREST &amp; SINKING</b>					
REVENUES	103,443.52	33,799,502	33,799,502	0.31%	0.06%
EXPENDITURES	0.00	37,842,888	37,842,888	0.00%	0.00%
<b>CAPITAL PROJECTS</b>					
REVENUES	840,880.06	-	0	0.00%	0.00%
EXPENDITURES	1,118,352.73	-	123,611,540	0.90%	0.00%
<b>ENTERPRISE FUNDS</b>					
REVENUES	291,146.33	5,436,874	5,436,874	5.36%	4.94%
EXPENDITURES	498,981.50	5,810,237	5,810,237	5.89%	9.17%

Waxahachie ISD 2023-24 Budget Summary September 2023

	Adopted Gen. Fund 1XXX	Amended Gen. Fund 1XXX	YTD Actual Gen. Fund 1XXX	Amended State-Fed Programs	YTD Actual State-Fed Programs	Amended Debt Serv. 5XXX	YTD Actual Debt Serv. 5XXX	Amended Cap. Proj. 6XXX	YTD Actual Cap. Proj. 6XXX	Amended Ent. Fund 7XXX	YTD Actual Ent. Fund 7XXX
<b>REVENUES</b>											
5700 LOCAL REVENUE	62,993,497	63,005,300	247,597			33,699,502	103,444		840,880	1,992,000	291,146
5800 STATE PROGRAM REVENUES	54,335,548	54,335,548	12,304,190	1,400,344	113,952				-	354,874	
5900 FEDERAL REVENUES	2,000,000	2,000,000	87	6,127,196	844,312	100,000					
7900 OTHER RESOURCES/TRANSFERS										3,090,000	
<b>TOTAL REVENUES</b>	<b>119,329,045</b>	<b>119,340,848</b>	<b>12,551,875</b>	<b>7,527,540</b>	<b>958,264</b>	<b>33,799,502</b>	<b>103,444</b>	<b>-</b>	<b>840,880</b>	<b>5,436,874</b>	<b>291,146</b>
<b>APPROPRIATIONS BY FUNCTION</b>											
00 TRANSFERS BETWEEN FUNDS											
11 INSTRUCTIONAL RESOURCES & MEDIA SER	70,567,598	71,003,368	5,087,346	4,068,358	254,199						
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,417,523	1,417,523	96,310								
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,765,761	1,760,864	162,383	1,309,060	22,245						
21 INSTRUCTIONAL LEADERSHIP	2,867,576	2,867,576	250,090								
23 SCHOOL ADMINISTRATION	6,947,041	6,890,251	530,816	1,391	11,957						
31 GUIDANCE AND COUNSELING SERVICES	3,118,966	3,100,966	253,014	1,727,211	145,755						
32 SOCIAL WORK SERVICES											
33 HEALTH SERVICES	1,486,871	1,484,871	110,464								
34 STUDENT (PUPIL) TRANSPORTATION	4,070,619	4,070,619	437,124								
35 FOOD SERVICES											
36 COCURRICULAR/EXTRACURRICULAR ACTIV.	5,080,856	5,063,576	446,256								
41 GENERAL ADMINISTRATION	3,735,228	3,735,228	342,424								
51 PLANT MAINTENANCE AND OPERATION	11,404,898	11,404,898	1,848,238						15,346	79,572	54,522
52 SECURITY & MONITORING SERVICES	2,148,770	2,148,770	178,890	418,999							
53 DATA PROCESSING SERVICES	1,936,246	1,936,246	297,576								
61 COMMUNITY SERVICES	259,812	259,812	17,780			37,842,888				628,121	
71 DEBT SERVICE											
81 FACILITIES	825,000	500,000						123,611,540	1,103,007		
95 JJAEP	40,000	40,000									
99 OTHER	655,000	655,000									
<b>TOTAL APPROPRIATIONS AND TRANSFERS</b>	<b>118,327,765</b>	<b>118,339,568</b>	<b>10,068,712</b>	<b>7,525,019</b>	<b>434,156</b>	<b>37,842,888</b>	<b>103,444</b>	<b>123,611,540</b>	<b>1,118,353</b>	<b>5,810,237</b>	<b>498,982</b>
<b>TOTAL REVENUES OVER (UNDER) APPROPRIATIONS</b>	<b>1,001,280</b>	<b>1,001,280</b>	<b>2,493,163</b>	<b>2,521</b>	<b>524,109</b>	<b>(4,043,386)</b>	<b>103,444</b>	<b>(123,611,540)</b>	<b>(277,473)</b>	<b>(373,363)</b>	<b>(207,835)</b>

EC OBJ	2023-24 FYTD Activity	Encumbered Amount	2023-24		2023-24 Revised Budget	Unencumbered Balance	2023-24 FYTD %
			Original Budget	Unencumbered Balance			
00 LOCAL/INTER. SOURCES	247,597.43	0.00	62,993,497	63,005,300	62,757,702.57	0.39	
00 STATE PROGRAM REV.	12,304,190.00	0.00	54,335,548	54,335,548	42,031,358.00	22.64	
00 FEDERAL PROG. REV.	87.28	0.00	2,000,000	2,000,000	1,999,912.72	0.00	
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	
00 OTHER RESOURCES	0.00	0.00	0	0	0.00	0.00	
00 gen	12,551,874.71	0.00	119,329,045	119,340,848	106,788,973.29	10.52	
-- Revenue	12,551,874.71	0.00	119,329,045	119,340,848	106,788,973.29	10.52	
00	0.00	0.00	0	0	0.00	0.00	
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	
00 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00	
00	0.00	0.00	0	0	0.00	0.00	
00 gen	0.00	0.00	0	0	0.00	0.00	
11 PAYROLL COSTS	4,811,034.58	0.00	66,656,609	66,656,609	61,845,574.42	7.22	
11 PRO./CONTRACTED SVC.	14,827.25	477,092.10	1,344,436	1,339,436	847,516.65	36.73	
11 SUPPLIES	187,485.15	361,212.45	2,146,334	2,484,340	1,935,642.40	22.09	
11 OTHER OPERATING EXP.	4,015.98	18,781.72	404,219	283,382	260,584.30	8.04	
11 CAPITAL PROJECTS	69,982.85	66,118.74	16,000	239,601	103,499.41	56.80	
11 INSTRUCTION	5,087,345.81	923,205.01	70,567,598	71,003,368	64,992,817.18	8.47	
12 PAYROLL COSTS	95,985.95	0.00	1,265,823	1,265,823	1,169,837.05	7.58	
12 PRO./CONTRACTED SVC.	0.00	0.00	26,268	26,268	26,268.00	0.00	
12 SUPPLIES	324.00	0.00	121,032	121,032	120,708.00	0.27	
12 OTHER OPERATING EXP.	0.00	0.00	4,400	4,400	4,400.00	0.00	
12 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00	
12 INST. RESOURCES & ME	96,309.95	0.00	1,417,523	1,417,523	1,321,213.05	6.79	
13 PAYROLL COSTS	118,209.33	0.00	1,465,657	1,433,157	1,314,947.67	8.25	
13 PRO./CONTRACTED SVC.	32,500.00	0.00	52,739	86,139	53,639.00	37.73	
13 SUPPLIES	0.00	1,433.64	54,586	54,346	52,912.36	2.64	
13 OTHER OPERATING EXP.	11,674.11	19,775.33	192,779	187,222	155,772.56	16.80	
13 CURRICULUM DEV.& INS	162,383.44	21,208.97	1,765,761	1,760,864	1,577,271.59	10.43	
21 PAYROLL COSTS	246,980.14	0.00	2,804,376	2,804,376	2,557,395.86	8.81	
21 PRO./CONTRACTED SVC.	0.00	0.00	4,800	4,800	4,800.00	0.00	
21 SUPPLIES	1,544.22	2,345.44	16,200	16,000	12,110.34	24.31	
21 OTHER OPERATING EXP.	1,565.24	1,333.85	42,200	42,400	39,500.91	6.84	
21 INSTRUCTIONAL LEADER	250,089.60	3,679.29	2,867,576	2,867,576	2,613,807.11	8.85	

FC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD		
23 PAYROLL COSTS	521,095.30	0.00	6,760,737	6,760,737	6,239,641.70	7.71		
23 PRO./CONTRACTED SVC.	0.00	0.00	5,000	1,000	1,000.00	0.00		
23 SUPPLIES	7,199.72	9,486.81	94,204	73,114	56,427.47	22.82		
23 OTHER OPERATING EXP.	2,521.16	2,181.54	87,100	55,400	50,697.30	8.49		
23 SCHOOL LEADERSHIP	530,816.18	11,668.35	6,947,041	6,890,251	6,347,766.47	7.87		
31 PAYROLL COSTS	249,965.44	0.00	3,069,671	3,069,671	2,819,705.56	8.14		
31 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
31 SUPPLIES	2,580.57	5,626.73	36,460	22,260	14,052.70	36.87		
31 OTHER OPERATING EXP.	468.00	450.00	12,835	9,035	8,117.00	10.16		
31 GUIDANCE & COUNSELIN.	253,014.01	6,076.73	3,118,966	3,100,966	2,841,875.26	8.36		
32 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
32 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
32 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
32 SOCIAL WORK SERVICES	0.00	0.00	0	0	0.00	0.00		
33 PAYROLL COSTS	108,381.47	0.00	1,441,846	1,441,846	1,333,464.53	7.52		
33 PRO./CONTRACTED SVC.	0.00	0.00	5,000	5,000	5,000.00	0.00		
33 SUPPLIES	1,444.53	5,869.33	33,175	31,175	23,861.14	23.46		
33 OTHER OPERATING EXP.	638.00	0.00	6,850	6,850	6,212.00	9.31		
33 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
33 HEALTH SERVICES	110,464.00	5,869.33	1,486,871	1,484,871	1,368,537.67	7.83		
34 PAYROLL COSTS	283,325.97	0.00	2,917,119	2,917,119	2,633,793.03	9.71		
34 PRO./CONTRACTED SVC.	4,252.12	28,896.52	110,000	110,000	76,851.36	30.14		
34 SUPPLIES	72,423.04	83,494.09	619,500	619,500	463,582.87	25.17		
34 OTHER OPERATING EXP.	77,123.28	2,825.79	98,000	98,000	18,050.93	81.58		
34 CAPITAL PROJECTS	0.00	865,846.00	326,000	326,000	-539,846.00	265.60		
34 PUPIL TRANSPORTATION	437,124.41	981,062.40	4,070,619	4,070,619	2,652,432.19	34.84		
35 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
35 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
35 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
35 FOOD SERVICES	0.00	0.00	0	0	0.00	0.00		
36 PAYROLL COSTS	267,728.30	0.00	3,531,235	3,531,235	3,263,506.70	7.58		
36 PRO./CONTRACTED SVC.	23,445.00	5,780.00	219,939	224,689	195,464.00	13.01		
36 SUPPLIES	15,529.30	62,896.51	296,288	292,325	213,899.19	26.83		
36 OTHER OPERATING EXP.	139,553.34	26,735.87	1,033,394	1,015,327	849,037.79	16.38		

FC OBJ	2023-24		2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %	Unencumbered Balance	FYTD %	Unencumbered Balance	FYTD %
36 CAPITAL PROJECTS	0.00	392,576.07	0	0	-392,576.07	0.00	-392,576.07	0.00		
36 COCURR./EXTRACURR.AC	446,255.94	487,988.45	5,080,856	5,063,576	4,129,331.61	18.45	4,129,331.61	18.45		
41 PAYROLL COSTS	220,131.15	0.00	2,678,058	2,678,058	2,457,926.85	8.22	2,457,926.85	8.22		
41 PRO./CONTRACTED SVC.	44,133.43	5,720.00	504,550	504,550	454,696.57	9.88	454,696.57	9.88		
41 SUPPLIES	2,745.13	6,024.44	91,435	91,104	82,334.43	9.63	82,334.43	9.63		
41 OTHER OPERATING EXP.	75,414.46	30,207.83	454,185	424,516	318,893.71	24.88	318,893.71	24.88		
41 CAPITAL PROJECTS	0.00	0.00	7,000	37,000	37,000.00	0.00	37,000.00	0.00		
41 GENERAL ADMINISTRATI	342,424.17	41,952.27	3,735,228	3,735,228	3,350,851.56	10.29	3,350,851.56	10.29		
51 PAYROLL COSTS	484,812.16	0.00	6,447,085	6,447,085	5,962,272.84	7.52	5,962,272.84	7.52		
51 PRO./CONTRACTED SVC.	42,811.59	247,695.50	2,512,600	2,313,600	2,023,092.91	12.56	2,023,092.91	12.56		
51 SUPPLIES	65,927.10	71,764.48	800,000	800,000	662,308.42	17.21	662,308.42	17.21		
51 OTHER OPERATING EXP.	1,254,686.98	108.00	1,440,213	1,440,213	185,418.02	87.13	185,418.02	87.13		
51 CAPITAL PROJECTS	0.00	7,150.00	205,000	404,000	396,850.00	1.77	396,850.00	1.77		
51 PLANT MAINTENANCE &	1,848,237.83	326,717.98	11,404,898	11,404,898	9,229,942.19	19.07	9,229,942.19	19.07		
52 PAYROLL COSTS	167,201.34	0.00	1,454,270	1,454,270	1,287,068.66	11.50	1,287,068.66	11.50		
52 PRO./CONTRACTED SVC.	11,689.00	11,750.00	620,000	620,000	596,561.00	3.78	596,561.00	3.78		
52 SUPPLIES	0.00	0.00	64,000	64,000	64,000.00	0.00	64,000.00	0.00		
52 OTHER OPERATING EXP.	0.00	200.00	10,500	10,500	10,300.00	1.90	10,300.00	1.90		
52 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00		
52 SECURITY & MONITORIN	178,890.34	11,950.00	2,148,770	2,148,770	1,957,929.66	8.88	1,957,929.66	8.88		
53 PAYROLL COSTS	75,124.12	0.00	910,417	910,417	835,292.88	8.25	835,292.88	8.25		
53 PRO./CONTRACTED SVC.	163,451.13	19,193.75	595,195	595,195	412,550.12	30.69	412,550.12	30.69		
53 SUPPLIES	57,765.89	57,998.90	370,251	370,251	254,486.21	31.27	254,486.21	31.27		
53 OTHER OPERATING EXP.	1,235.00	1,745.53	15,383	15,383	12,402.47	19.38	12,402.47	19.38		
53 CAPITAL PROJECTS	0.00	0.00	45,000	45,000	45,000.00	0.00	45,000.00	0.00		
53 DATA PROCESSING SERV	297,576.14	78,938.18	1,936,246	1,936,246	1,559,731.68	19.45	1,559,731.68	19.45		
61 PAYROLL COSTS	17,549.80	0.00	219,882	219,882	202,332.20	7.98	202,332.20	7.98		
61 PRO./CONTRACTED SVC.	0.00	0.00	1,431	1,431	1,431.00	0.00	1,431.00	0.00		
61 SUPPLIES	0.00	539.25	27,241	27,241	26,701.75	1.98	26,701.75	1.98		
61 OTHER OPERATING EXP.	230.00	1,088.78	11,258	11,258	9,939.22	11.71	9,939.22	11.71		
61 COMMUNITY SERVICES	17,779.80	1,628.03	259,812	259,812	240,404.17	7.47	240,404.17	7.47		
71 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00	0.00	0.00		
71 DEBT SERVICES	0.00	0.00	0	0	0.00	0.00	0.00	0.00		

FC OBJ	2023-24 FYTD Activity	Encumbered Amount	2023-24		Unencumbered Balance	2023-24	
			Original Budget	Revised Budget		Balance	FYTD %
81 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00	0.00
81 SUPPLIES	0.00	0.00	0	0	- 0.00	0.00	0.00
81 CAPITAL PROJECTS	0.00	22,562.00	825,000	500,000	477,438.00	4.51	
81 FACILITIES ACO. & CO	0.00	22,562.00	825,000	500,000	477,438.00	4.51	
91 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00	0.00
91 CONT. INST. SVCS. \PUBL	0.00	0.00	0	0	0.00	0.00	0.00
95 PRO./CONTRACTED SVC.	0.00	0.00	40,000	40,000	40,000.00	0.00	
95 PYMTS. TO JJAEP PROGR	0.00	0.00	40,000	40,000	40,000.00	0.00	
99 PRO./CONTRACTED SVC.	0.00	0.00	655,000	655,000	655,000.00	0.00	
99 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00	0.00
99 Other Governmental C	0.00	0.00	655,000	655,000	655,000.00	0.00	
-- Expense	10,058,711.62	2,924,506.99	118,327,765	118,339,568	105,356,349.39	10.97	
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Grand Revenue Totals	12,551,874.71	0.00	119,329,045	119,340,848	106,788,973.29	10.52	
Grand Expense Totals	10,058,711.62	2,924,506.99	118,327,765	118,339,568	105,356,349.39	10.97	
Grand Totals	2,493,163.09	2,924,506.99	1,001,280	1,001,280	1,432,623.90	249.00	
	Profit	Loss	Profit	Profit	Profit		

Number of Accounts: 13340

\*\*\*\*\* End of report \*\*\*\*\*

FC OBJ	2023-24 FYTD Activity	Encumbered Amount	2023-24		2023-24 Revised Budget	Comment	2023-24		FYT.D.
			Original Budget	Balance			Unencumbered	Balance	
00 LOCAL/INTER. SOURCES	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
00 STATE PROGRAM REV.	113,952.45	0.00	0.00	0.00	1,400,344.28		1,286,391.83	8.14	8.14
00 FEDERAL PROG. REV.	844,311.98	0.00	0.00	0.00	6,127,195.92		5,282,883.94	13.78	13.78
00 PAYROLL COSTS	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
00 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
00 gen	958,264.43	0.00	0.00	0.00	7,527,540.20		6,569,275.77	12.73	12.73
-- Revenue	958,264.43	0.00	0.00	0.00	7,527,540.20		6,569,275.77	12.73	12.73
00 PAYROLL COSTS	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
00 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
00 SUPPLIES	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
00 gen	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
11 PAYROLL COSTS	87,224.64	0.00	0.00	0.00	2,435,654.00		2,348,429.36	3.58	3.58
11 PRO./CONTRACTED SVC.	5,000.00	416,300.00	0.00	0.00	660,698.00		239,398.00	0.76	0.76
11 SUPPLIES	96,184.58	11,633.79	0.00	0.00	622,935.16		515,116.79	15.44	15.44
11 OTHER OPERATING EXP.	80.00	2,000.00	0.00	0.00	5,177.00		3,097.00	1.55	1.55
11 CAPITAL PROJECTS	65,709.40	0.00	0.00	0.00	343,894.00		278,184.60	19.11	19.11
11 INSTRUCTION	254,198.62	429,933.79	0.00	0.00	4,068,358.16		3,384,225.75	6.25	6.25
12 PAYROLL COSTS	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
12 SUPPLIES	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
12 CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
12 INST. RESOURCES & ME	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
13 PAYROLL COSTS	12,276.15	0.00	0.00	0.00	340,210.00		327,933.85	3.61	3.61
13 PRO./CONTRACTED SVC.	10,420.00	143,155.00	0.00	0.00	534,443.00		380,868.00	1.95	1.95
13 SUPPLIES	131.28	7,902.03	0.00	0.00	111,225.00		103,191.69	0.12	0.12
13 OTHER OPERATING EXP.	-582.64	797.00	0.00	0.00	323,182.00		322,967.64	0.18-	0.18-
13 CURRICULUM DEV.& INS	22,244.79	151,854.03	0.00	0.00	1,309,060.00		1,134,961.18	1.70	1.70
21 PAYROLL COSTS	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
21 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
21 SUPPLIES	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
21 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
21 INSTRUCTIONAL LEADER	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
23 PAYROLL COSTS	11,956.90	0.00	0.00	0.00	0.00		-11,956.90	0.00	0.00

FC OBJ	2023-24		2023-24		2023-24 Comment	2023-24	
	FYTD Activity	Amount	Original Budget	Revised Budget		Unencumbered Balance	FYTD
23 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
23 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
23 OTHER OPERATING EXP.	0.00	0.00	0.00	1,391.00		1,391.00	0.00
23 SCHOOL LEADERSHIP	11,956.90	0.00	0.00	1,391.00		-10,565.90	859.59
31 PAYROLL COSTS	145,755.22	0.00	0.00	1,727,211.00		1,581,455.78	8.44
31 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
31 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
31 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
31 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00
31 GUIDANCE & COUNSELIN	145,755.22	0.00	0.00	1,727,211.00		1,581,455.78	8.44
32 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
32 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
32 SOCIAL WORK SERVICES	0.00	0.00	0.00	0.00		0.00	0.00
33 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
33 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
33 HEALTH SERVICES	0.00	0.00	0.00	0.00		0.00	0.00
34 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
34 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
34 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
34 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00
34 PUPIL TRANSPORTATION	0.00	0.00	0.00	0.00		0.00	0.00
35 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
35 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
35 FOOD SERVICES	0.00	0.00	0.00	0.00		0.00	0.00
36 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
36 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00
36 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
36 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
36 COCURR./EXTRACURR.AC	0.00	0.00	0.00	0.00		0.00	0.00
41 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00
41 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
41 GENERAL ADMINISTRATI	0.00	0.00	0.00	0.00		0.00	0.00

FC OBJ	2023-24		2023-24		2023-24 Comment	2023-24		2023-24	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget		Unencumbered Balance	FYTD	Balance	FYTD
51 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
51 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
51 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
51 PLANT MAINTENANCE &	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
52 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
52 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
52 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
52 CAPITAL PROJECTS	0.00	332,664.91	0.00	418,999.00		418,999.00	86,334.09	0.00	0.00
52 SECURITY & MONITORIN	0.00	332,664.91	0.00	418,999.00		418,999.00	86,334.09	0.00	0.00
53 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
53 DATA PROCESSING SERV	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
61 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
61 PRO./CONTRACTED SVC.	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
61 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
61 COMMUNITY SERVICES	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
71 DEBT SERVICE	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
71 DEBT SERVICES	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
81 PAYROLL COSTS	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
81 CAPITAL PROJECTS	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
81 FACILITIES ACO. & CO	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
-- Expense	434,155.53	914,452.73	0.00	7,525,019.16		6,176,410.90	5.77		
Grand Revenue Totals	958,264.43	0.00	0.00	7,527,540.20		6,569,275.77	12.73		
Grand Expense Totals	434,155.53	914,452.73	0.00	7,525,019.16		6,176,410.90	5.77		
Grand Totals	524,108.90	914,452.73	0.00	2,521.04		392,864.87	????????		
	Profit	Loss	Profit	Profit		Profit			

Number of Accounts: 11914

\*\*\*\*\* End of report \*\*\*\*\*

FC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
00 LOCAL/INTER. SOURCES	103,443.52	0.00	33,699,502	33,699,502	33,596,058.48	0.31		
00 STATE PROGRAM REV.	0.00	0.00	0	0	0.00	0.00		
00 FEDERAL PROG. REV.	0.00	0.00	100,000	100,000	100,000.00	0.00		
00 OTHER RESOURCES	0.00	0.00	0	0	0.00	0.00		
00 gen	103,443.52	0.00	33,799,502	33,799,502	33,696,058.48	0.31		
-- Revenue	103,443.52	0.00	33,799,502	33,799,502	33,696,058.48	0.31		
00 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
00	0.00	0.00	0	0	0.00	0.00		
00 gen	0.00	0.00	0	0	0.00	0.00		
71 DEBT SERVICE	0.00	0.00	37,842,888	37,842,888	37,842,888.00	0.00		
71 DEBT SERVICES	0.00	0.00	37,842,888	37,842,888	37,842,888.00	0.00		
-- Expense	0.00	0.00	37,842,888	37,842,888	37,842,888.00	0.00		
<hr/>								
Grand Revenue Totals	103,443.52	0.00	33,799,502	33,799,502	33,696,058.48	0.31		
Grand Expense Totals	0.00	0.00	37,842,888	37,842,888	37,842,888.00	0.00		
Grand Totals	103,443.52	0.00	4,043,386	4,043,386	4,146,829.52	-2.56		
	Profit		Loss	Loss	Loss			

Number of Accounts: 29

\*\*\*\*\* End of report \*\*\*\*\*

FC OBJ	2023-24 FYTD Activity	Encumbered Amount	2023-24		2023-24 Comment	Unencumbered Balance	2023-24	
			Original Budget	Revised Budget			FYTD	%
00 LOCAL/INTER. SOURCES	840,880.06	0.00	0	0		-840,880.06	0.00	0.00
00 STATE PROGRAM REV.	0.00	0.00	0	0		0.00	0.00	0.00
00 OTHER RESOURCES	0.00	0.00	0	0		0.00	0.00	0.00
00 gen	840,880.06	0.00	0	0		-840,880.06	0.00	0.00
-- Revenue	840,880.06	0.00	0	0		-840,880.06	0.00	0.00
00	0.00	0.00	0	0		0.00	0.00	0.00
00 gen	0.00	0.00	0	0		0.00	0.00	0.00
11 PAYROLL COSTS	0.00	0.00	0	0		0.00	0.00	0.00
11 SUPPLIES	0.00	0.00	0	0		0.00	0.00	0.00
11 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	0.00
11 INSTRUCTION	0.00	0.00	0	0		0.00	0.00	0.00
12 SUPPLIES	0.00	0.00	0	0		0.00	0.00	0.00
12 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	0.00
12 INST. RESOURCES & ME	0.00	0.00	0	0		0.00	0.00	0.00
35 SUPPLIES	0.00	0.00	0	0		0.00	0.00	0.00
35 FOOD SERVICES	0.00	0.00	0	0		0.00	0.00	0.00
36 SUPPLIES	0.00	0.00	0	0		0.00	0.00	0.00
36 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	0.00
36 COCURR./EXTRACUR.AC	0.00	0.00	0	0		0.00	0.00	0.00
51 PRO./CONTRACTED SVC.	0.00	0.00	0	0		0.00	0.00	0.00
51 SUPPLIES	15,345.84	13,017.49-	0	0		-2,328.35	0.00	0.00
51 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	0.00
51 PLANT MAINTENANCE &	15,345.84	13,017.49-	0	0		-2,328.35	0.00	0.00
52 PRO./CONTRACTED SVC.	0.00	0.00	0	0		0.00	0.00	0.00
52 SUPPLIES	0.00	0.00	0	0		0.00	0.00	0.00
52 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	0.00
52 SECURITY & MONITORIN	0.00	0.00	0	0		0.00	0.00	0.00
71 DEBT SERVICE	0.00	0.00	0	0		0.00	0.00	0.00
71 DEBT SERVICES	0.00	0.00	0	0		0.00	0.00	0.00
81 PAYROLL COSTS	0.00	0.00	0	0		0.00	0.00	0.00

FC OBJ	2023-24		2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Amount	Original Budget	Revised Budget	Comment	Unencumbered Balance	FYTD			
81 PRO./CONTRACTED SVC.	0.00	0.00	0	0		0.00	0.00			
81 SUPPLIES	0.00	0.00	0	0		0.00	0.00			
81 OTHER OPERATING EXP.	0.00	0.00	0	0		0.00	0.00			
81 CAPITAL PROJECTS	1,103,006.89	8,980,135.16	0	123,611,540		113,528,397.95	0.89			
81 FACILITIES ACO. & CO	1,103,006.89	8,980,135.16	0	123,611,540		113,528,397.95	0.89			
-- Expense	1,118,352.73	8,967,117.67	0	123,611,540		113,526,069.60	0.90			
<hr/>										
Grand Revenue Totals	840,880.06	0.00	0	0		-840,880.06	0.00			
Grand Expense Totals	1,118,352.73	8,967,117.67	0	123,611,540		113,526,069.60	0.90			
Grand Totals	277,472.67	8,967,117.67	0	123,611,540		114,366,949.66	0.22			
	Loss	Loss		Loss		Loss				

Number of Accounts: 114

\*\*\*\*\* End of report \*\*\*\*\*

FC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD	Balance	FYTD
00 LOCAL/INTER. SOURCES	291,146.33	0.00	1,992,000	1,992,000	1,700,853.67	14.62	1,700,853.67	14.62
00 STATE PROGRAM REV.	0.00	0.00	354,874	354,874	354,874.00	0.00	354,874.00	0.00
00 FEDERAL PROG. REV.	0.00	0.00	0	0	0.00	0.00	0.00	0.00
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
00 OTHER RESOURCES	0.00	0.00	3,090,000	3,090,000	3,090,000.00	0.00	3,090,000.00	0.00
00 gen	291,146.33	0.00	5,436,874	5,436,874	5,145,727.67	5.36	5,145,727.67	5.36
-- Revenue	291,146.33	0.00	5,436,874	5,436,874	5,145,727.67	5.36	5,145,727.67	5.36
00	0.00	0.00	0	0	0.00	0.00	0.00	0.00
00 gen	0.00	0.00	0	0	0.00	0.00	0.00	0.00
11 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
11 INSTRUCTION	0.00	0.00	0	0	0.00	0.00	0.00	0.00
35 PAYROLL COSTS	215,278.53	0.00	2,817,084	2,817,084	2,601,805.47	7.64	2,601,805.47	7.64
35 PRO./CONTRACTED SVC.	0.00	821.00	4,000	4,000	3,179.00	20.53	3,179.00	20.53
35 SUPPLIES	229,109.66	757,572.96	2,177,460	2,177,460	1,190,777.38	45.31	1,190,777.38	45.31
35 OTHER OPERATING EXP.	71.10	0.00	4,000	4,000	3,928.90	1.78	3,928.90	1.78
35 CAPITAL PROJECTS	0.00	0.00	100,000	100,000	100,000.00	0.00	100,000.00	0.00
35 FOOD SERVICES	444,459.29	758,393.96	5,102,544	5,102,544	3,899,690.75	23.57	3,899,690.75	23.57
51 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
51 PRO./CONTRACTED SVC.	0.00	0.00	79,572	79,572	79,572.00	0.00	79,572.00	0.00
51 PLANT MAINTENANCE &	0.00	0.00	79,572	79,572	79,572.00	0.00	79,572.00	0.00
61 PAYROLL COSTS	48,913.40	0.00	568,990	568,990	520,076.60	8.60	520,076.60	8.60
61 PRO./CONTRACTED SVC.	0.00	0.00	20,569	20,569	20,569.00	0.00	20,569.00	0.00
61 SUPPLIES	5,576.33	11,698.58	35,200	35,200	17,925.09	49.08	17,925.09	49.08
61 OTHER OPERATING EXP.	32.48	0.00	3,362	3,362	3,329.52	0.97	3,329.52	0.97
61 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
61 COMMUNITY SERVICES	54,522.21	11,698.58	628,121	628,121	561,900.21	10.54	561,900.21	10.54
81 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00	0.00	0.00
81 FACILITIES ACQ. & CO	0.00	0.00	0	0	0.00	0.00	0.00	0.00
-- Expense	498,981.50	770,092.54	5,810,237	5,810,237	4,541,162.96	21.84	4,541,162.96	21.84
Grand Revenue Totals	291,146.33	0.00	5,436,874	5,436,874	5,145,727.67	5.36	5,145,727.67	5.36

FC OBJ	2023-24 FYTD Activity	Encumbered Amount	2023-24 Original Budget	2023-24 Revised Budget	Unencumbered Balance	2023-24 FYTD %
Grand Expense Totals	498,981.50	770,092.54	5,810,237	5,810,237	4,541,162.96	21.84
Grand Totals	207,835.17	770,092.54	373,363	373,363	604,564.71	55.67
	Loss	Loss	Loss	Loss	Profit	

Number of Accounts: 994

\*\*\*\*\* End of report \*\*\*\*\*

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Andy Reeves

**Subject:** Report regarding maintenance work orders      **Related Page(s)** 1

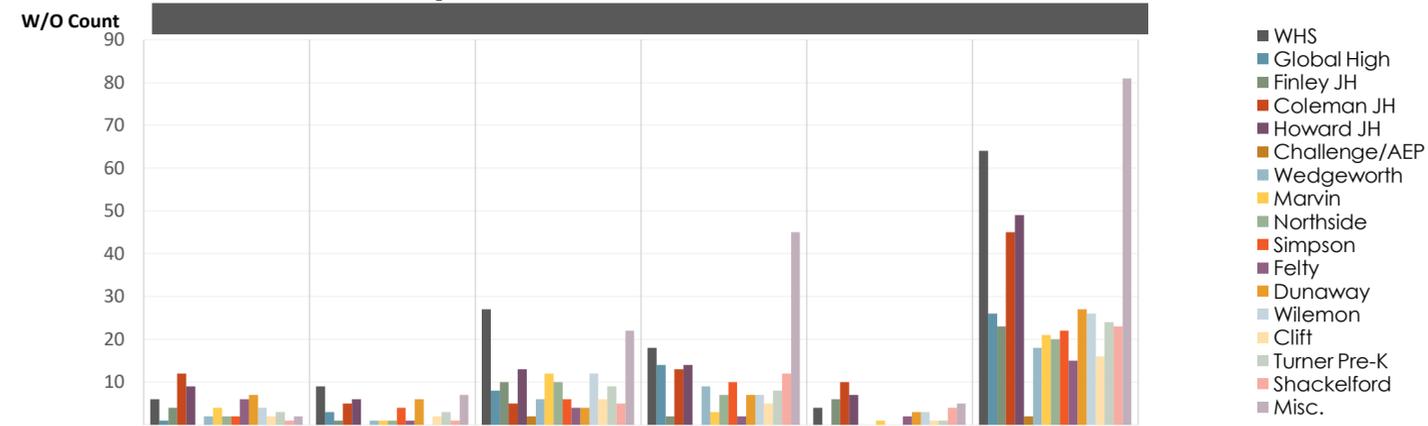
**Informational  
Agenda Item**

**EXECUTIVE SUMMARY:** Informational report on the maintenance department’s work orders from the month of October 2023.

**ATTACHMENTS:**

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

# October 2023 WO Report



Campus	HVAC	Elec	Plumbing	General	Doors & Locks	Total	Trend
WHS	6	9	27	18	4	64	
Global High	1	3	8	14	0	26	
Finley JH	4	1	10	2	6	23	
Coleman JH	12	5	5	13	10	45	
Howard JH	9	6	13	14	7	49	
Challenge/AEP	0	0	2	0	0	2	
Wedgeworth	2	1	6	9	0	18	
Marvin	4	1	12	3	1	21	
Northside	2	1	10	7	0	20	
Simpson	2	4	6	10	0	22	
Felty	6	1	4	2	2	15	
Dunaway	7	6	4	7	3	27	
Wilemon	4	0	12	7	3	26	
Clift	2	2	6	5	1	16	
Turner Pre-K	3	3	9	8	1	24	
Shackelford	1	1	5	12	4	23	
Misc.	2	7	22	45	5	81	
<b>Total Count</b>	<b>67</b>	<b>51</b>	<b>161</b>	<b>176</b>	<b>47</b>	<b>502</b>	

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Jacob Perry

**Subject:** Monthly Attendance, Discipline, Drug Offenses, Drug Testing, and Usage of Drug Dog and Metal Detector Report      **Related Page(s)** 7



**EXECUTIVE SUMMARY:**

Informational reports regarding student attendance, student discipline, student drug offenses, student drug testing, and drug dog and metal detector searches for November 2023.

**ATTACHMENTS:**

		BOARD PRIORITY GOALS
X	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

## Discipline Data for WISD (10/02/2023 – 10/31/2023)

The discipline breakdown for Waxahachie ISD for the month of **October** shows discipline assignment trends for students in the district. While all categories of violations are represented in this report, specific categories of discipline infractions to note are: Conduct punishable as a felony (**02**), Violation of Student Code of Conduct (**21**), Assault against someone other than school employee/volunteer (**28**). Fighting/Mutual Combat (**41**). 5 Possessed, sold, gave, used, delivered, or was under the influence of marijuana or THC (**62**). Possessed, sold, gave, delivered, or used e-cigarette (**63**).

### DAEP Placements (57):

- **2** Conduct punishable as a felony (**02**) *Mandatory DAEP Placement*
- **13** Violation of Student Code of Conduct (**21**) *Discretionary DAEP Placement*
- **7** Marijuana or THC (**62**) *Mandatory DAEP Placement*
- **11** E-Cigarette/Vaping Device (**63**) *Mandatory DAEP Placement*
- **3** Assault against someone other than employee/volunteer (**28**) *Mandatory DAEP Placement*
- **19** Fighting/Mutual Combat (**41**). *Discretionary DAEP Placement*

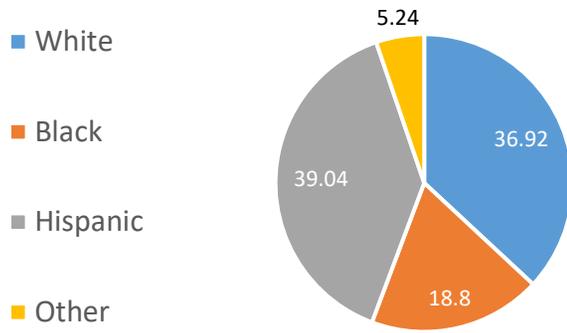
### Expulsions (0):

### ISS/OSS Placements:

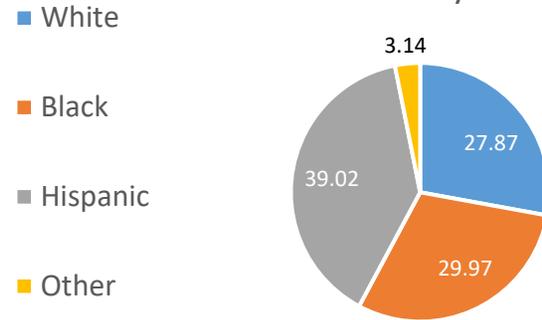
- There were **287** ISS assignments (both full and partial days) for date window. Some of these were multiple day assignments.
- There were **49** OSS assignments (both full and partial days) for date window. Some of these were multiple day assignments.

Charting Discipline for WISD:

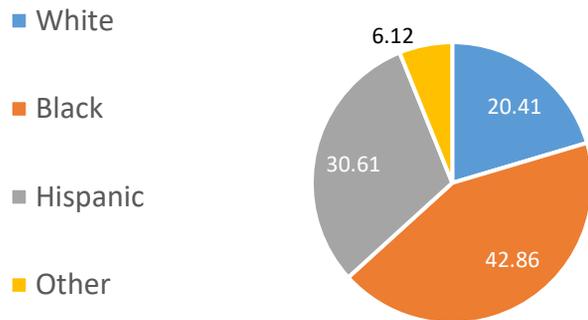
Enrollment % By Ethnicity (11,054 Total)



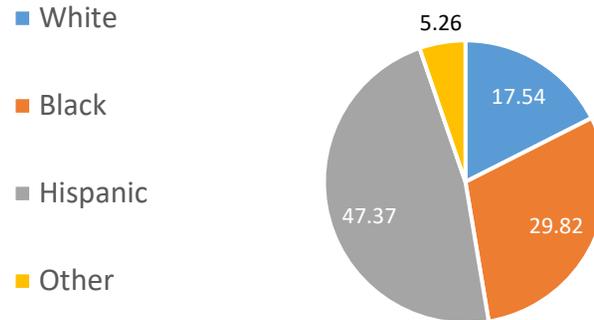
ISS Placements (287 Total)  
Ethnicity %



OSS Placements (49 Total)  
Ethnicity %



DAEP Placements (57 Total)  
Ethnicity %



# WAXAHACHIE ISD

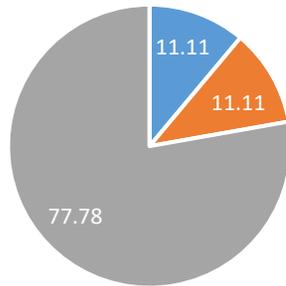
## STUDENT DRUG OFFENSES

### 2023-24 School Year

CAMPUS	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
WHS	4	11	6							
HSOC	0	0	0							
Global	0	0	0							
Coleman	1	0	3							
Finley	0	0	0							
Howard	0	0	0							
<b>Total</b>	<b>5</b>	<b>11</b>	<b>9</b>							

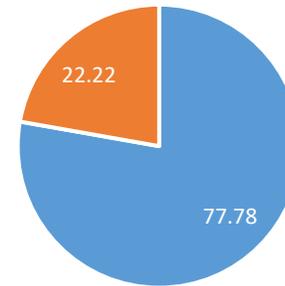
Drug Offenses (11 Total)  
Ethnicity %

- White
- Black
- Hispanic
- Other



Drug Offenses (11 Total)  
Gender %

- Male
- Female



## **RANDOM DRUG TESTING – EXTRACURRICULAR SECONDARY STUDENTS**

Waxahachie ISD’s first round of random drug testing this school year for seventh and eighth grade students involved in extracurricular activities occurred on Tuesday, October 10, and the first round of drug testing for high school students involved in extracurricular activities occurred on Thursday, October 12. The total number of students tested at each campus is as follows:

WHS	59 students
Global HS	10 students
Coleman JH	12 students
Howard JH	10 students
<u>Finley JH</u>	<u>10 students</u>
Total	101 students

One student at Waxahachie High School tested positive for THC (marijuana). Melissa Bousquet has worked with Tonya Harris to conduct the parent conferences. No student at Global High School or any of the junior high schools tested positive for any prohibited substance.

In summation, of the 101 total students tested, only one student throughout the district (at WHS) tested positive for prohibited substances.

## **USAGE OF DRUG DOGS AND METAL DETECTORS**

Metal detectors were utilized at Challenge Academy’s student entrance on Monday, October 2, checking 42 students. There were zero hits.

Metal detectors were utilized at Challenge Academy’s student entrance on Tuesday, October 3, checking 43 students. There were zero hits.

Metal detectors were utilized at Challenge Academy’s student entrance on Wednesday, October 4, checking 47 students. There were zero hits.

Metal detectors were utilized at Challenge Academy’s student entrance on Thursday, October 5, checking 48 students. There were zero hits.

Metal detectors were utilized at Challenge Academy’s student entrance on Tuesday, October 10, checking 45 students. There were zero hits.

Metal detectors were utilized at Challenge Academy’s student entrance on Wednesday, October 11, checking 47 students. There were zero hits.

Metal detectors were utilized at Challenge Academy’s student entrance on Thursday, October 12, checking 34 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, October 13, checking 45 students. There were zero hits.

Canine narcotics and firearm detection was utilized in conjunction with metal detectors at Waxahachie High School in the student parking lot on Friday, October 13, checking vehicles of 80 students. There were four hits with zero finds.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, October 16, checking 45 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, October 17, checking 39 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, October 18, checking 41 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, October 19, checking 46 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, October 20, checking 40 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, October 23, checking 39 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, October 24, checking 35 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, October 25, checking 46 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, October 26, checking 44 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, October 27, checking 44 students. There were zero hits.

Canine narcotics and firearm detection was utilized in conjunction with metal detectors at Waxahachie High School in several classrooms on Friday, October 27, checking 252 students. There were four hits with two finds of marijuana seeds and a vape.

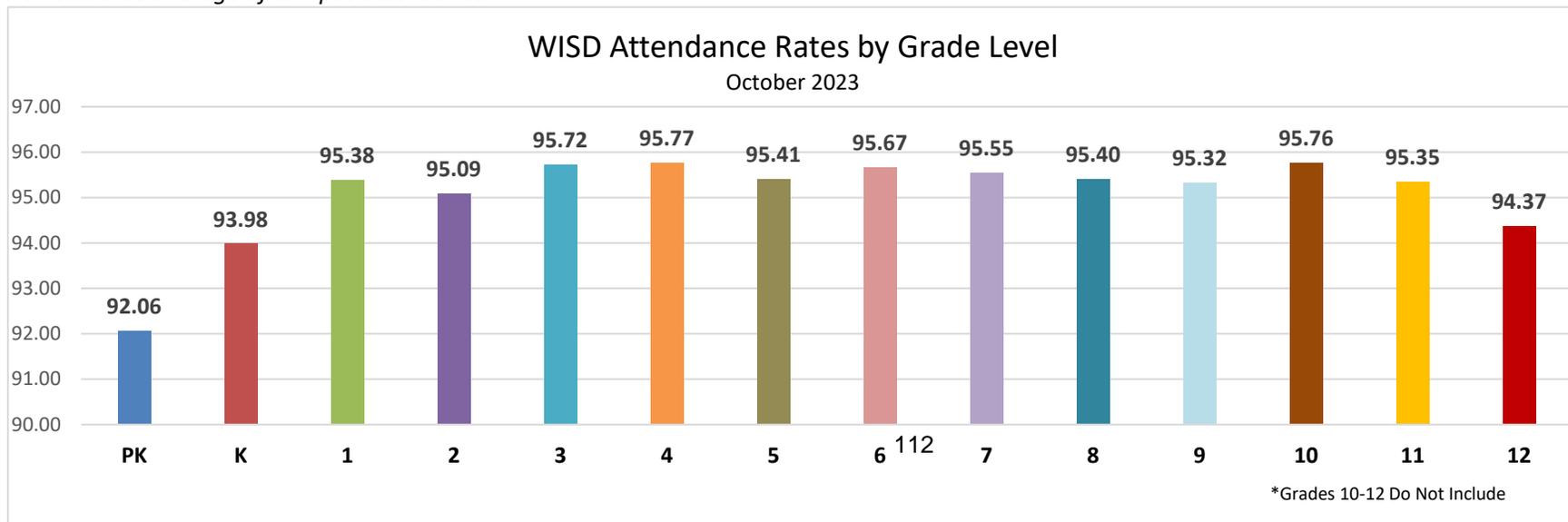
Metal detectors were utilized at Challenge Academy's student entrance on Monday, October 30, checking 42 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, October 31, checking 47 students. There were zero hits.

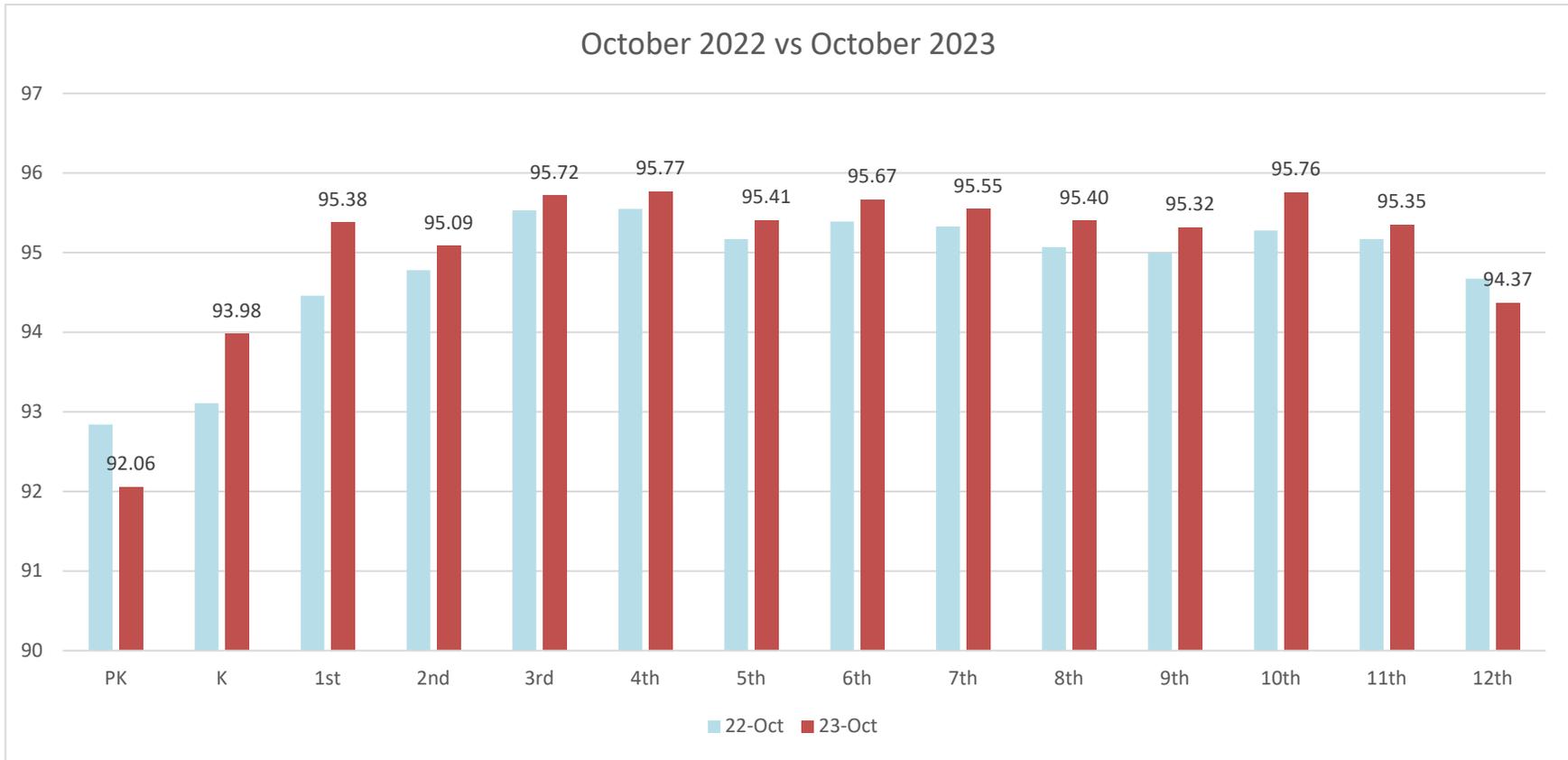
WAXAHACHIE ISD October 2023 Attendance Report

	August	September	October	November	December	January	February	March	April	May	
Waxahachie High School	95.90%	94.09%	93.97%								
High School of Choice	93.40%	90.14%	90.11%								
Global High School	97.86%	96.41%	96.34%								
Coleman Jr. High	95.25%	95.42%	95.10%								
Finley Jr. High	96.94%	96.05%	95.59%								
Howard Jr. High	96.52%	96.14%	95.93%								
Clift Elementary	96.17%	95.89%	94.14%								
Dunaway Elementary	97.39%	96.16%	95.18%								
Felty Elementary	96.08%	96.71%	95.98%								
Marvin Biomedical Academy	96.10%	94.42%	94.19%								
Northside Elementary	96.77%	95.56%	94.05%								
Shackelford Elementary	97.15%	96.37%	96.27%								
Simpson Elementary	97.76%	96.90%	96.56%								
Wedgeworth Elementary	96.26%	95.55%	95.04%								
Wilemon STEAM Academy	97.57%	97.07%	95.82%								
Turner PreK	95.30%	92.68%	88.57%								
				<i>*Highlighted cells indicate a drop in attendance from previous month.</i>							
District ADA:	96.36%	95.36%	94.83%								

\* Total ADA is calculated with different programs/students receiving different weights for attendance.  
It is not a true average of campus attendance.



WAXAHACHIE ISD October 2023 Attendance Report



**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Christian Garippa

**Subject:** Transportation Update      **Related Page(s)** 15



**EXECUTIVE SUMMARY:**

Informational update for the Transportation Department.

**ATTACHMENTS:**

Slide Presentation

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity



# Waxahachie ISD Transportation Accountability Update

October 2023

# WAXAHACHIE ISD TRANSPORTATION

## By the Numbers



### Routes

- Elementary Routes – 41
- Junior High Routes – 18
- High School Routes – 23
- SPED Routes – 11
- Global Runs – 1
- DAEP Runs – 1
- JJAEP Runs – 2
- MCV - 2
- MID-DAY Runs – 5
- Sports Shuttles - 4
- Student Transport – 4,555

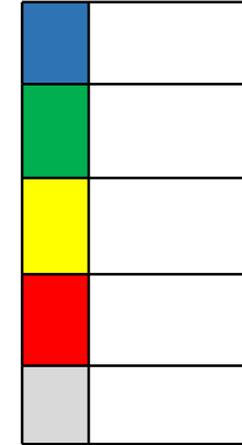
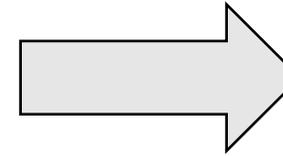
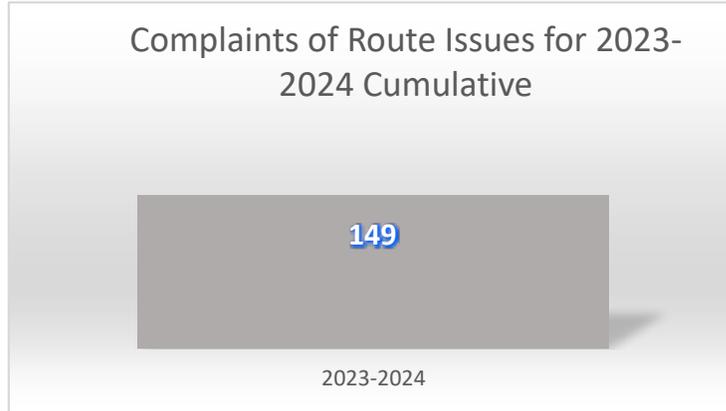
### Fleet Size

- Full Size Diesel Buses – 56 (44 Usable for Route)
- SPED Diesel Buses – 14
- District White Fleet – 60
  - Book – 1
  - CTE – 2
  - Food Services – 3
  - Grounds – 6
  - Maintenance – 23
  - Security – 11
  - Technology – 2
  - Transportation – 10
  - Warehouse – 2
- Trailers/Off-Road/Misc. – 21

**Total – 151**

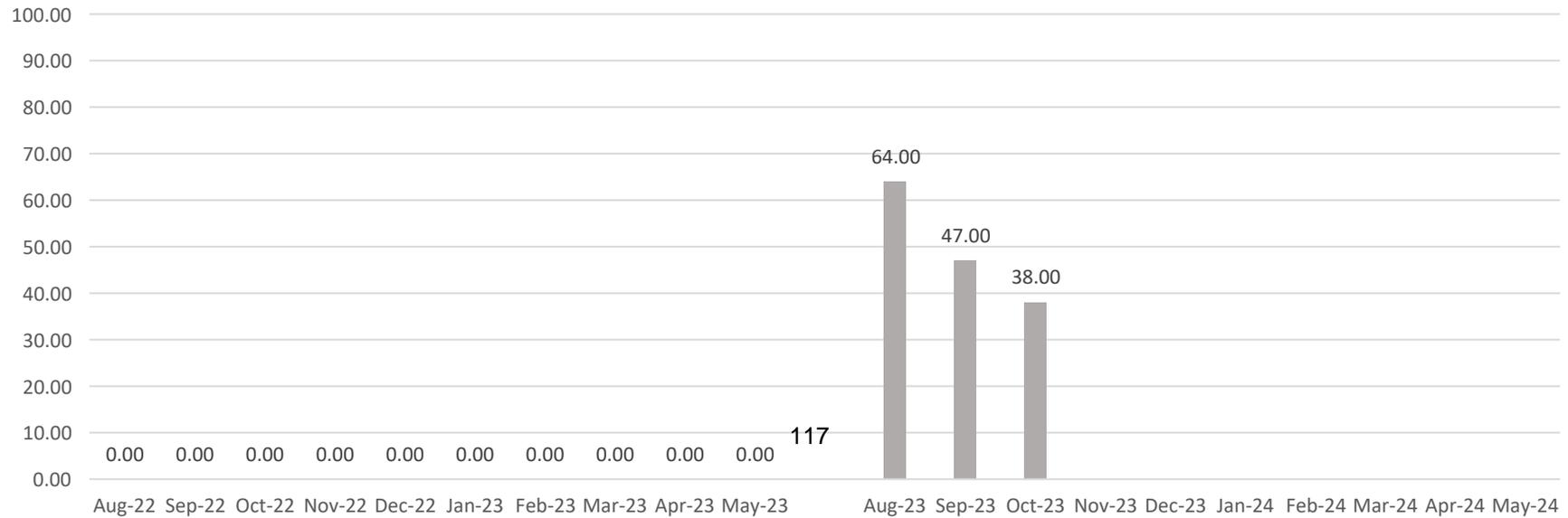
# Transportation

## 2.1 Complaints of Route Issues



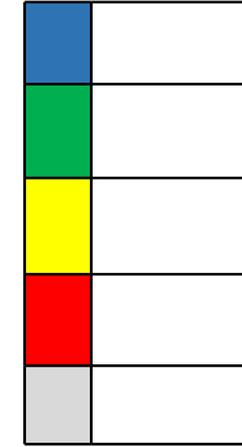
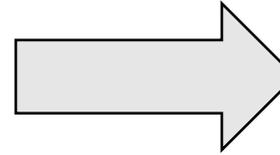
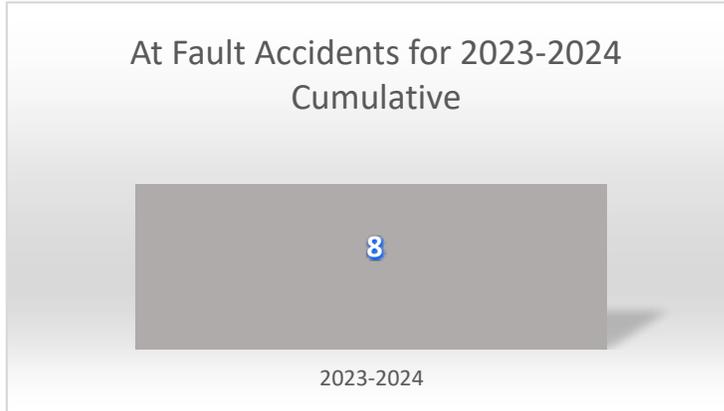
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Complaints of Route Issues



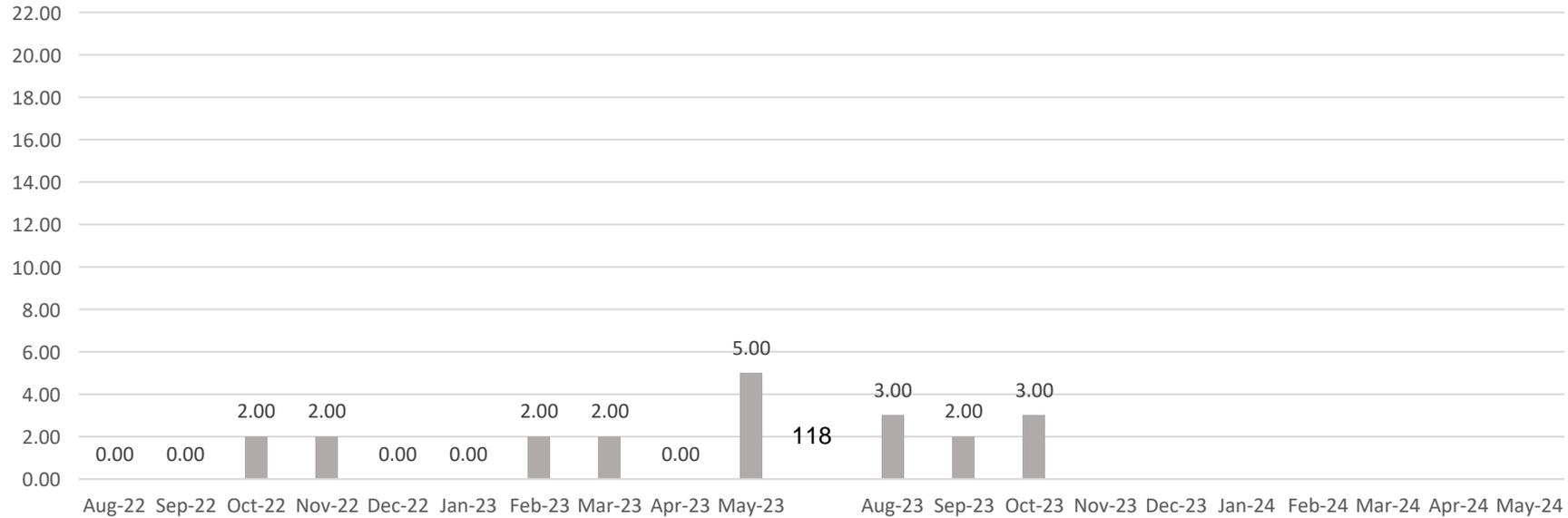
# Transportation

## 3.1 At Fault Accidents



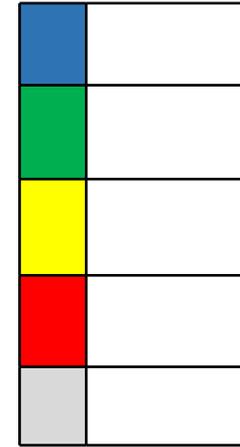
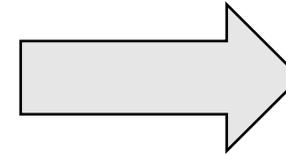
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At Fault Accidents



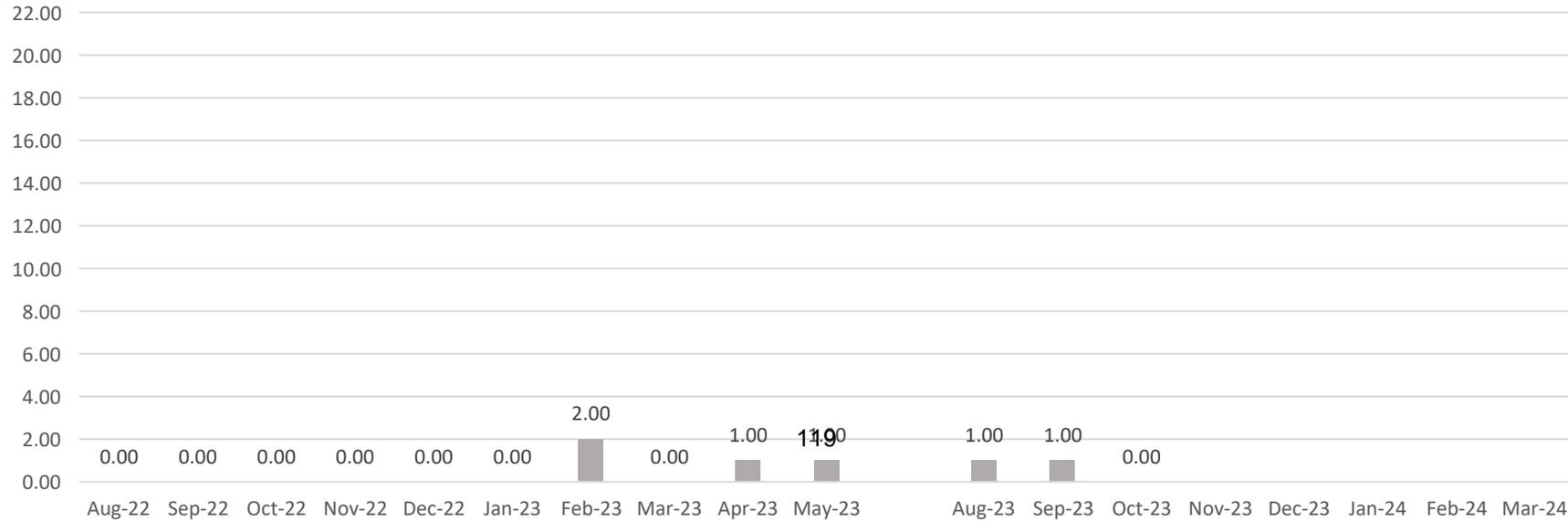
# Transportation

## 3.2 CDL Trainee Graduates



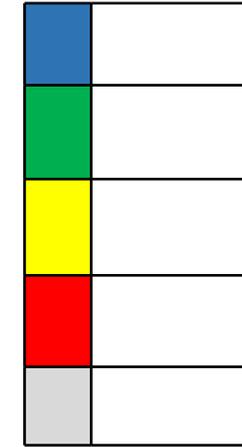
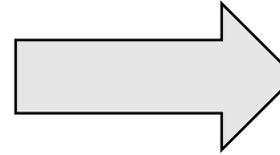
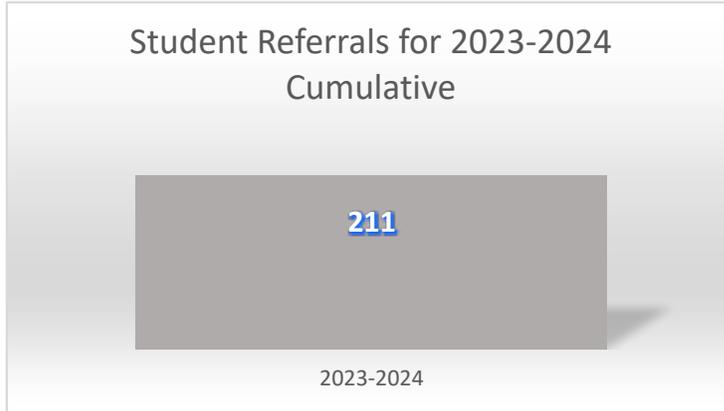
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CDL Trainee Graduates

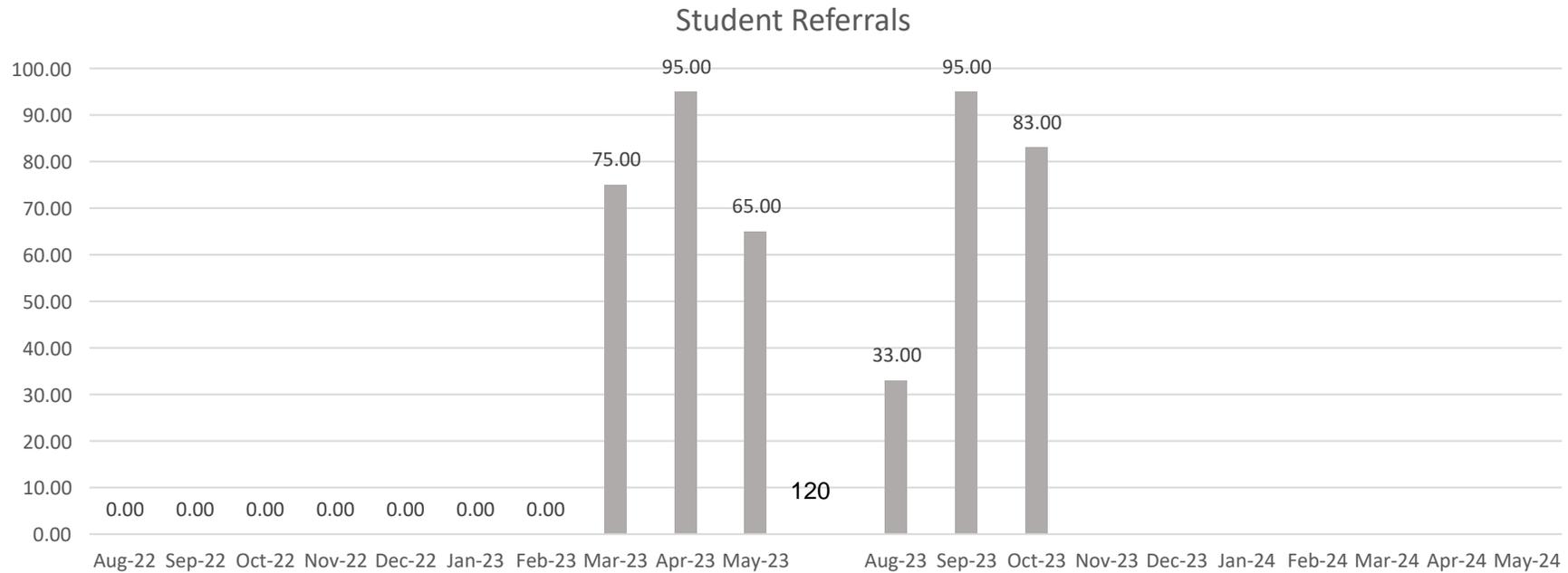


# Transportation

## 4.1 Student Referrals

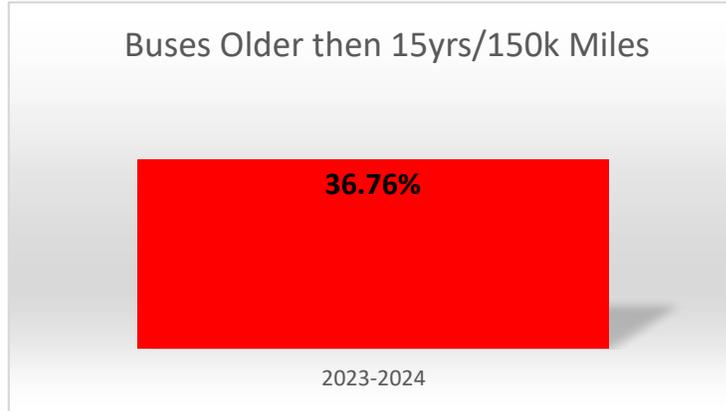


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Grey	No Data



# Transportation

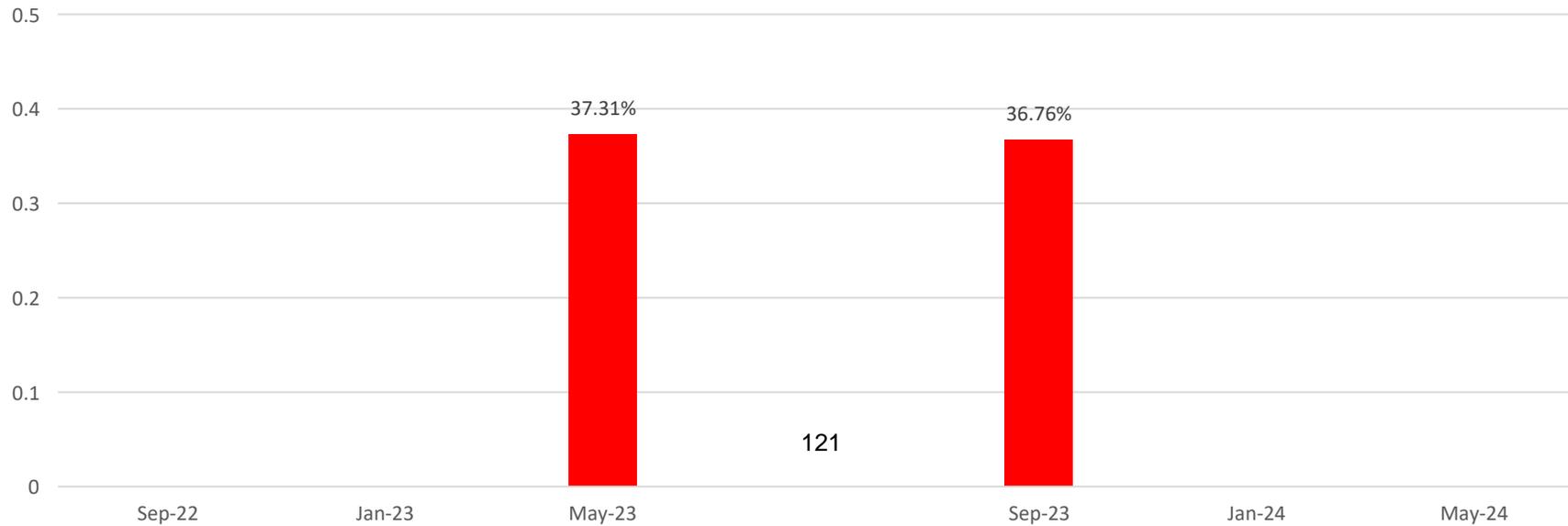
## 5.1 Buses Older than 15yrs/150k Miles



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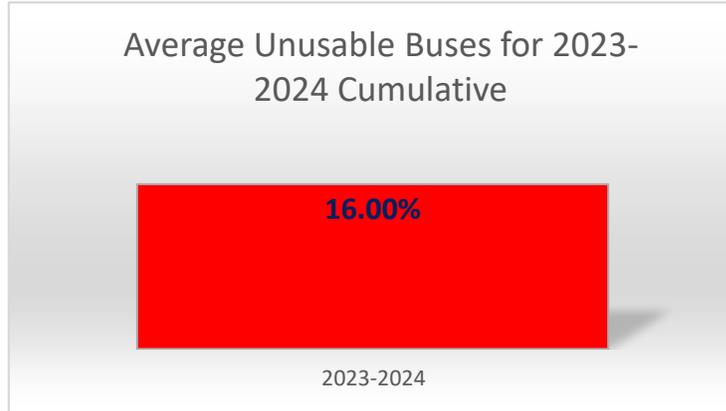
	<12%
	12%-18%
	18%-25%
	>25%

Buses Older then 15yrs/150k Miles



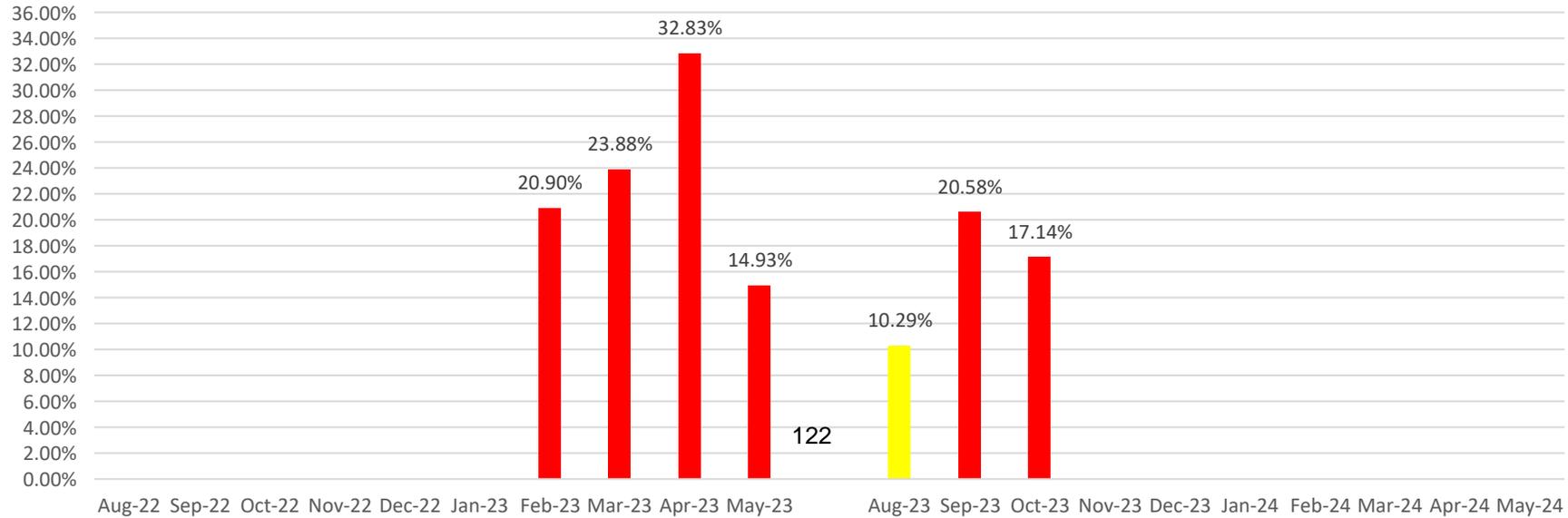
# Transportation

## 5.2 Average Unusable Buses



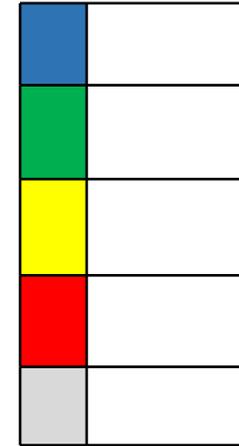
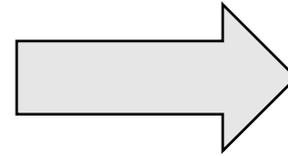
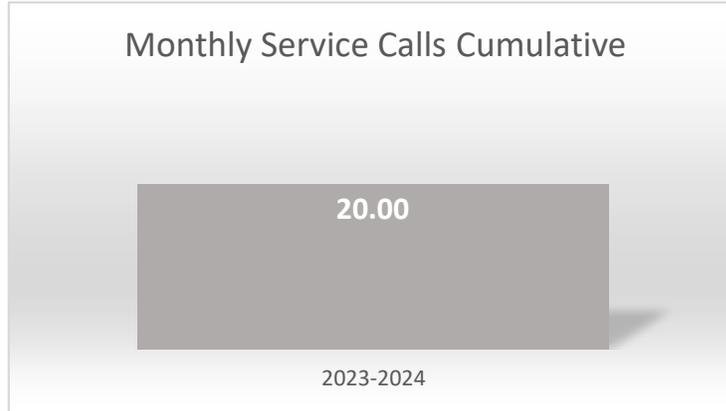
	Above Goal		< 5 %
	At Goal		5-8%
	Near Goal		9-12%
	Below Goal		>12%
	No Data		

Average Monthly Unusable Buses



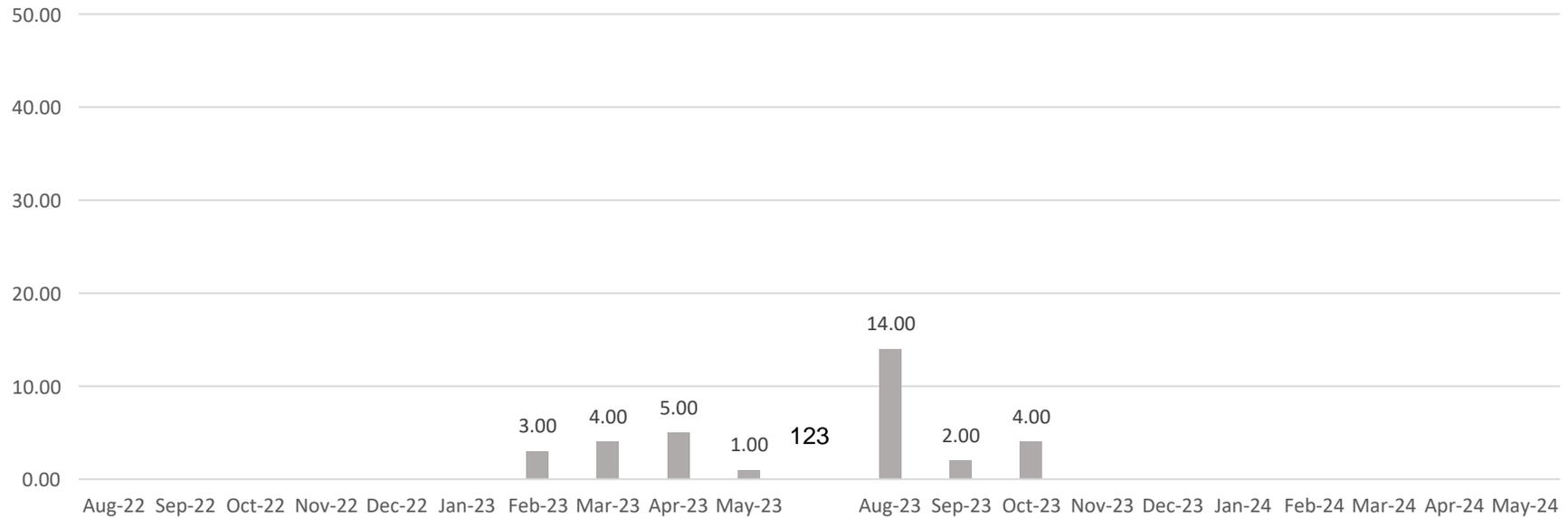
# Transportation

## 5.3 Monthly Service Calls



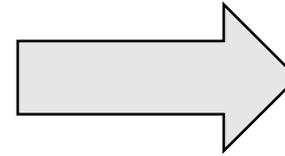
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Monthly Service Calls



# Transportation

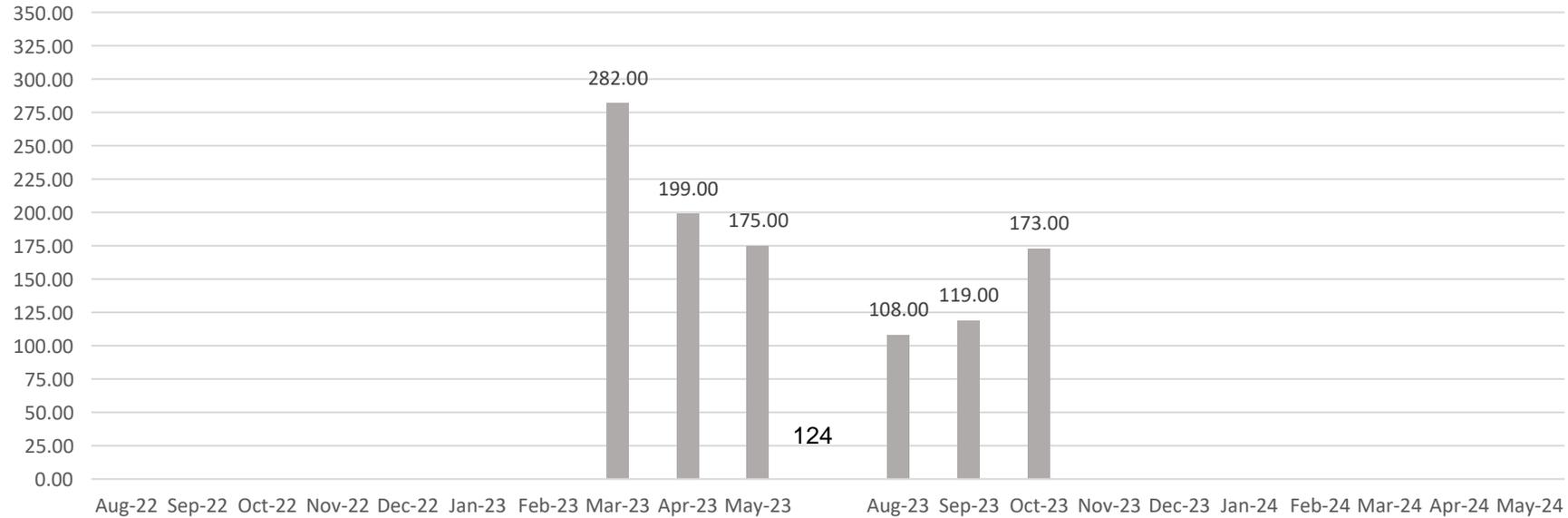
## 5.4 Monthly Shop Jobs Completed



Blue	
Green	
Yellow	
Red	
Grey	

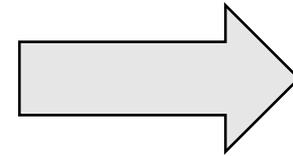
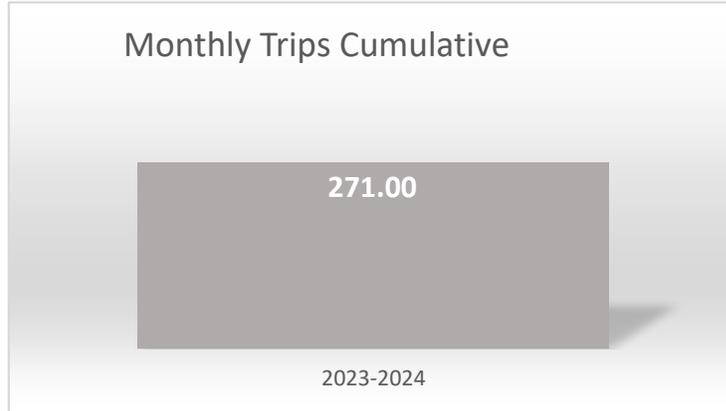
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Grey	No Data

Monthly Shop Jobs Completed

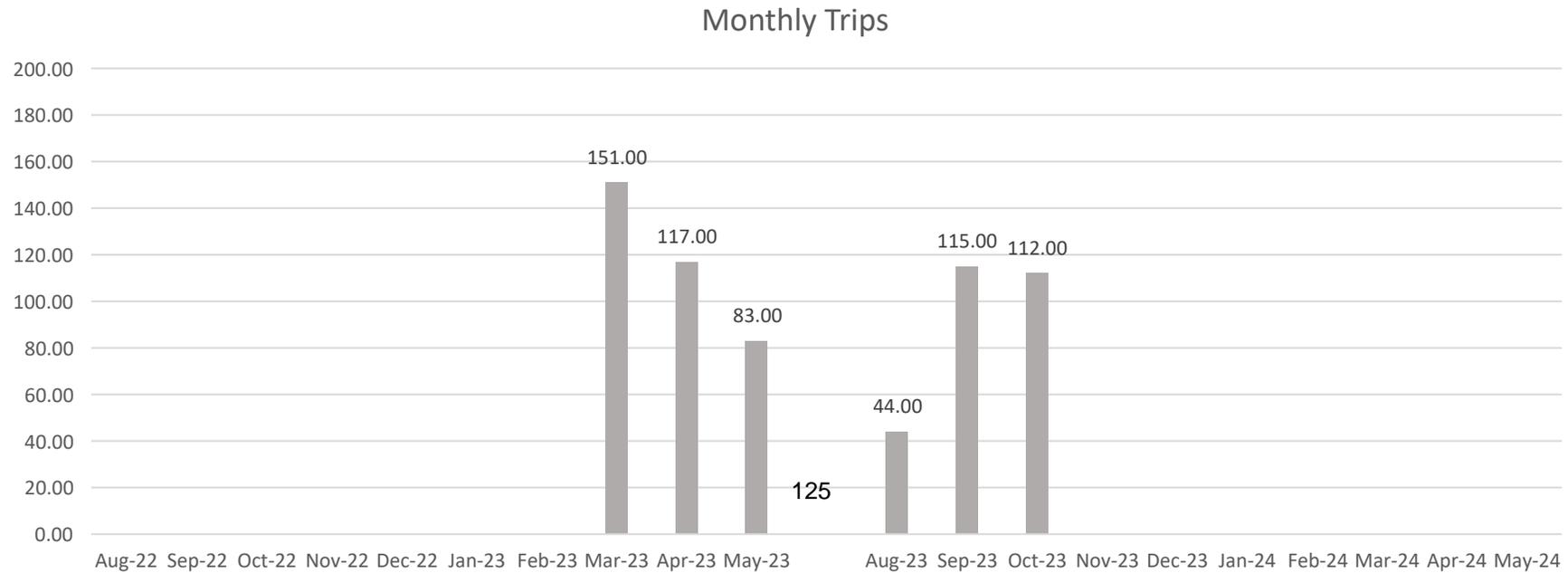


# Transportation

## 6.1 Monthly Trips



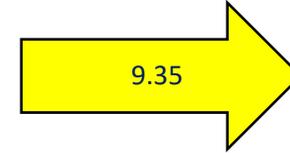
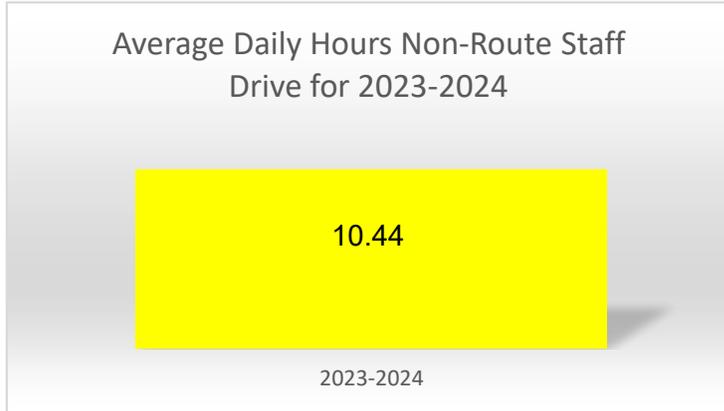
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# Transportation

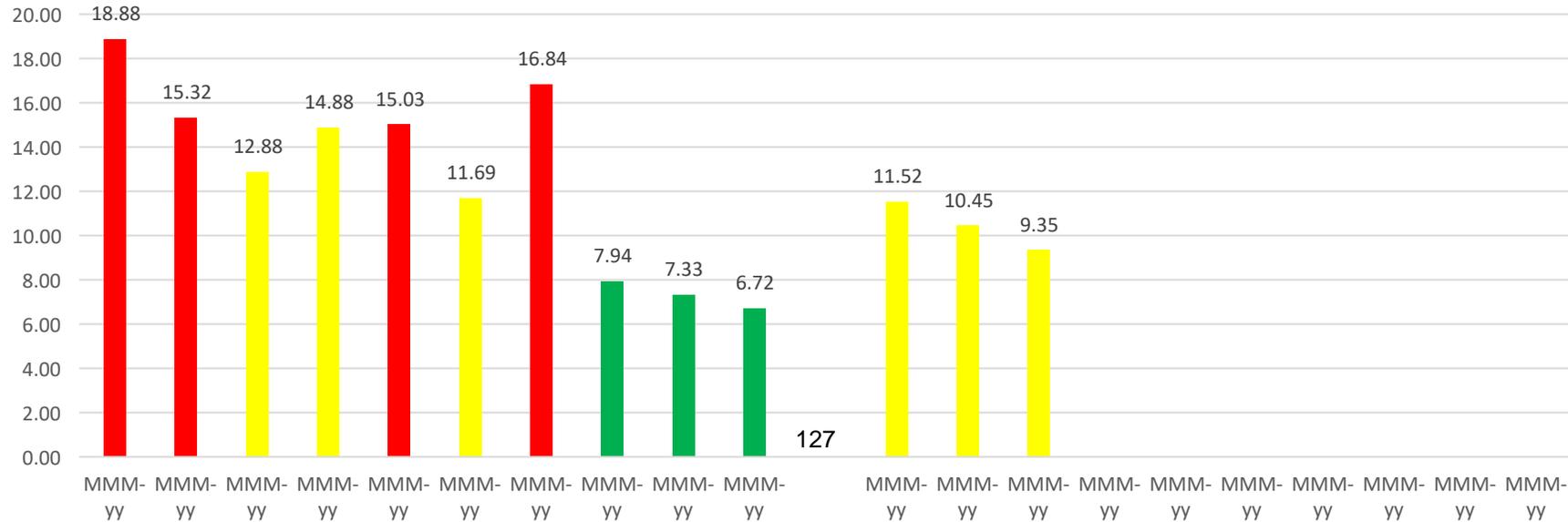
## 7.2 Number of Daily Hours Non-Route Staff Have to Drive Routes



	Above Goal
	At Goal
	Near Goal
	Below Goal
	No Data

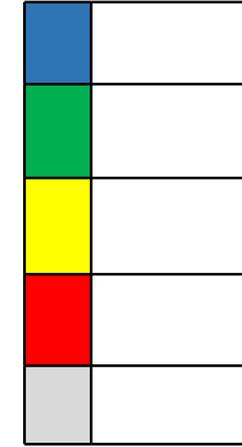
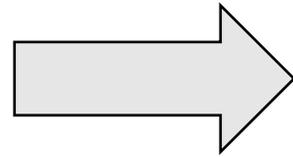
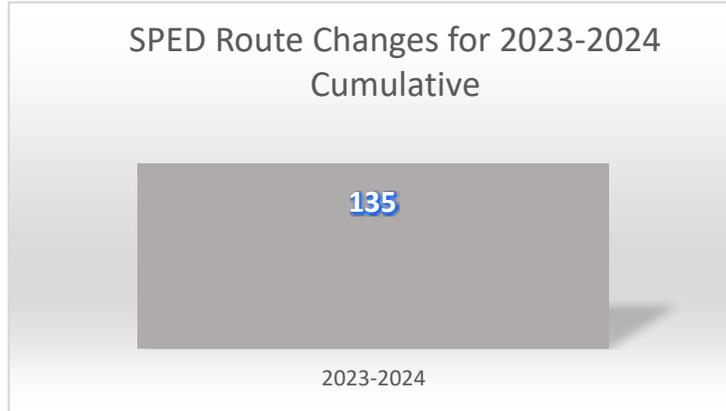
	<3
	3-8
	9-15
	>15

Average Daily Hours Non-Route Staff Drive



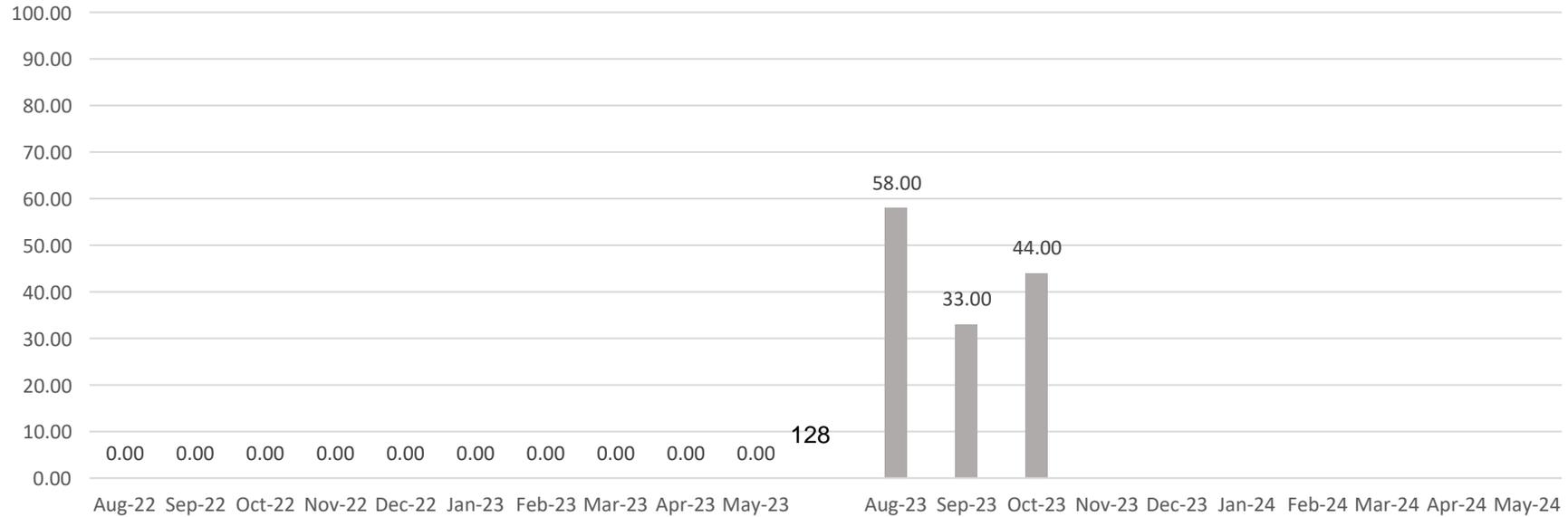
# Transportation

## 8.1 SPED Route Changes



Blue	Above Goal
Green	At Goal
Yellow	Near Goal
Red	Below Goal
Grey	No Data

SPED Route Changes





Choices.  
Collaboration.  
Belonging.  
Community.

Our vision is to be a district where innovation thrives and growth is limitless.

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Monica James

**Subject:** New Positions and Pay Grade Change      **Related Page(s)** 2



**EXECUTIVE SUMMARY:**

The Human Resources Department is requesting new positions and pay grade change.

**ATTACHMENTS:**

Memorandum

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

**RECOMMENDATION:**

Approve new positions and pay grade change request.



**Memorandum**

To: Dr. Jerry Hollingsworth, Superintendent  
From: Monica James, Chief Human Resources Officer  
Date: November 13, 2023  
Subject: New Hires

---

**Teacher**

- **Teacher, Math Interventionist** – Finley, Mildred Forte  
Ms. Forte comes to us from Arkansas. She has 36 years experience (based on estimated years of service). She holds a bachelor's degree from Northeastern St. University and a master's degree from Arkansas State University, Jonesboro. She is replacing Kristopher Moore.
- **Teacher, Special Ed** – Coleman, Kristen Jones  
Ms. Jones comes from the private sector. She has 8 years experience (based on estimated years of service). She holds a bachelor's degree from the University of Missouri, St. Louis. This is a new position.
- **Teacher, 3<sup>rd</sup>** – Wedgeworth, Carlee Fincher  
Ms. Fincher comes to us from Blooming Grove ISD. She has 8 years experience (based on estimated years of service). She holds a bachelor's degree from Texas Tech and a master's degree from University of Texas, Tyler. She is replacing Eliza Salinas.
- **Teacher, 3<sup>rd</sup>** – Felty, Calli Keener  
Ms. Keener is moving from instructional aide into a teaching position. She holds a bachelor's degree from Howard Payne University. She is replacing Kaitlyn Grimes.



**INFORMATION ITEMS**

**November 13, 2023**

**A. Resignations**

<u>Employee</u>	<u>Resignation</u>	<u>Position</u>	<u>Campus</u>	<u>Reason for Leaving</u>
Sandy Rehkopf	10-25-23	Community Outreach Coordinator	Administration	Not stated
Joyce Hawkins	10-27-23	Instructional Coach	TLI	AP in another district
Ratara Watson	10-17-23	Teacher	Coleman	Not stated
Darci Woodruff	10-17-23	Teacher	Global	Not stated
Edie Hamill	10-16-23	Teacher	Felty	No longer with us
Kaitlyn Grimes	10-20-23	Teacher	Felty	Personal
Tracy Morgan	10-24-23	Teacher	Challenge Academy	Personal
Ashley Williams-Urquhart	10-31-23	Teacher	WHS	Not stated

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Region 10 ESC Purchasing Cooperative      **Related Page(s)** Proposed Agreement

**Consent  
Agenda Item**

**EXECUTIVE SUMMARY:** The District would like to continue to utilize the Region 10 ESC Multi-Region purchasing cooperative for the 2024-2025 fiscal year. This cooperative is a primary source of vendors for the child nutrition program. There is no fee to join this cooperative.

**ATTACHMENTS:** Region 10 ESC Multi-Region Purchasing Cooperative

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:** Approve Region 10 ESC Multi-Region Purchasing Cooperative for the 2024-2025 fiscal year.



**ACTION REQUIRED!**  
**Due Date: February 29, 2024**

October 12, 2023

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY24-25

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereinafter "R10MRPC") requires all Interlocal Agreements (hereinafter "Agreement") to be approved by each Recipient Agency's (hereinafter "RA") Board of Directors. Completed Agreements must be submitted with proof of Board approval. R10MRPC is also utilizing an annual, single-year agreement that encompasses both membership roles and responsibilities along with bid participation for the Agreement term. Region 10 Education Service Center is the "Coordinating Entity and Fiscal Agent" for R10MRPC.

This packet includes the complete Interlocal Agreement for RAs participating in the School Nutrition Programs that wish to purchase foodservice products or services through the R10MRPC formally procured and awarded bids. If the RA does not plan to purchase from any of the awarded bids, there is no need to complete an Interlocal Agreement.

The **Interlocal Agreement** (pages 3-11) is both a "membership and participation" agreement that commences on July 1<sup>st</sup> and extends through June 30<sup>th</sup> of the following calendar year. By signing the Agreement, you are agreeing to the General Provisions of Member Roles and Responsibilities along with your bid participation selection(s) indicating your entity's purchasing commitment. Members are now required to provide estimated quantities for each product planned for each bid category selected. This is done through a specialized software created by R10MRPC called "Maestro Forecasting."

The Multi-Region Purchasing Cooperative is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded commercial-only vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC and growth in services and benefits offered. Studies indicate that school districts benefit through cooperative participation with considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continue to rise annually. Studies prove that schools participating in a child nutrition purchasing cooperative receive better pricing and higher selection of products with higher fill rates. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising, paperwork, reduced time, and worry spent on the bidding process, as well as Industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 972-348-1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2024-2025 R10MRPC.

Sincerely,

Keri Warnick  
Program Coordinator

Enclosures

# INTERLOCAL AGREEMENT

**The following Interlocal Agreement (pages 3-11) is to be completed by all recipient agencies (RA) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.**

**This Interlocal Agreement is a one-year agreement for the school year 2024-2025 (July 1, 2024 through June 30, 2025). If completed, a fully executed copy will be returned to the RA and kept on file with R10MRPC indefinitely.**

**Each RA wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each RA is asked to seriously consider which bids best fit their needs. R10MRPC requires forecasting of each product planned for purchase prior to all bid renewals and new bids through Maestro Forecasting, the customized software program.**

**The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees or Authorized Representative and returned no later than February 29, 2024. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.**

**Please return pages 3-11 of the Agreement fully executed.**

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**SY24-25: INTERLOCAL AGREEMENT**

***This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Recipient Agency (RA) is responsible for paying any vendors invoices for goods and services purchased by RA through the effective termination date. Region 10 ESC is the MRPC "Coordinating Entity and Fiscal Agent."***

**Contracting Parties**

<b>Region 10 Education Service Center</b> Fiscal Agent/Coordinating Entity	<b>057-950</b> County District Number	
<b>Waxahachie I.S.D.</b> District/Recipient Agency (RA)	<b>070-912</b> RA County District Number	<b>00339</b> RA ID

**STATEMENT OF SERVICE'S TO BE PERFORMED**

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for RA's located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. There is no fee to join R10MRPC.

**MEMBERSHIP:**

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formally procured bids utilizing the competitive requests for proposals (RFP's) method to assist RAs with their fiscal budgetary needs. RAs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation or bid renewal, members are required to provide estimated quantities/forecast for each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Foods for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System & Safety Training (services)
7. Fresh Produce & Raw Meats
8. Fresh Bread
9. Milk Full-Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages
14. Coffee Bar Products

**LIMITATION OF AGREEMENT:**

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each participating RA sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the RA may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

**GENERAL PROVISIONS:**

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation. Adding a RA may "materially change the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the RA may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new RA may become effective upon any new bids, rebids being awarded, new fiscal year, or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the RA. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.

7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the member. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent. R10MRPC is not allowed to collect a profit from sales of processed commodities through our full-line grocery distributor. All revenue from processed commodities minus commodity bid expenses, is fully rebated to the members participating on the processed commodity bid.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

**Membership Term.** This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1<sup>st</sup> and will extend through June 30<sup>th</sup> of the following calendar year.

**Membership Fees.** No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture (USDA) does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration, direct operation, and growth in services or software programs offered by the Cooperative to the members that benefit their foodservice operation. RAs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

**Authorization to Participate.** The R10MRPC and each RA represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval is acceptable to R10MRPC is required. If your school does not have a Board of Directors, the authorized representative's signature is acceptable.

**Cooperation and Access.** Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the RA.

**Primary and Secondary Contact.** The RA agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the RA, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the RA. The RA reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

**Defense and Prosecution of Claims.** The RA authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current , including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The RA does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the RA by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the RA shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the RA hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

**Governance.** R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulations. Procurement processes and procedures are governed by applicable law and regulation.

**Limitations of Liability.** The Fiscal Agent, its endorers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorers and servicing contractors, hereby disclaim all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

**Notice.** Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to [keri.warnick@region10.org](mailto:keri.warnick@region10.org) with a copy to [sue.hayes@region10.org](mailto:sue.hayes@region10.org).

**Acceptance of USDA Foods Sent for Further Processing.** The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal (RFP) for the processing of selected commodity foods donated by participating members. The R10MRPC, through the Fiscal Agent, is further granted the right to enter a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulations and guidance.

**Payment for Goods.** Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

#### **PARTY ROLES AND RESPONSIBILITIES:**

##### ***Role of the R10MRPC, through the Fiscal Agent:***

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement training as a group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests for Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
  - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
  - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.
  - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
  - d. Texas Education Code 44.031 relating to purchasing contracts.
  - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its RAs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
  - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.

8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
  - a. Track and assist RAs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
  - b. Assist RAs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - c. Provide RAs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
  - d. Provide the list of commodity items to RAs for purposes of obtaining quantity requests. This is done using an online software program.
  - e. Receive quantity requests from RAs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
  - f. Provide a delivery schedule, on behalf of each RA, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each RA.
10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all RAs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
12. Provide RAs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and RAs.
14. Provide RAs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.
15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
16. Act ethically always and in accordance with all federal, state, and local guidelines.
17. Create and monitor/host an Advisory Committee. The Advisory Committee is a voluntary member committee with a 2-year commitment that meets quarterly. The Committee goals are to act as liaison between R10MRPC and the membership base if needed, communicate information received from TDA to R10MRPC as necessary, and review or sample products to assist in the streamlining of offered bid awards and best products.

### ***Role of the RA:***

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing from selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software Maestro Forecasting or as requested by the Program Coordinator during any single-year term of Participation.

5. Comply with all USDA and TDA regulations.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the RA is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a participating RA in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC if needed, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas, along with other tasks.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
  - a. The RA shall access the Web Based Supply Chain Management (WBSCM) system on a regular basis to effectively manage USDA Foods entitlement, food requests, and allocations.
  - b. The RA shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, or other) on a regular basis; and report inventory issues to R10MRPC.
  - c. The RA shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - d. The RA shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
  - e. The RA shall attend and/or access MRPC trainings on the management of the USDA Foods program.

**BID PARTICIPATION SELECTIONS for SY 2024-2025**

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/RA, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2024, through June 30, 2025.

The R10MRPC formally procures several competitive RFPs (Request for Proposals) on behalf of all participating members. Each member is required to complete this Bid Participation Agreement and forecast all products planned for purchase if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, **please place a check mark to the left of each bid listed below that you “plan” to use during the SY 2024-2025.** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, members should seriously consider each selected bid as member forecasting of each product planned on each selected bid is required prior to the release of a new bid or renewal bid.

<input checked="" type="checkbox"/>	Full-Line Grocery, NOI/FFS Distributor
<input checked="" type="checkbox"/>	USDA Foods For Further Processing
<input checked="" type="checkbox"/>	Milk: Full-Service Delivery
<input checked="" type="checkbox"/>	Fresh Bread
<input checked="" type="checkbox"/>	Ice Cream Novelties
<input checked="" type="checkbox"/>	Beverages (container)
<input checked="" type="checkbox"/>	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

<input checked="" type="checkbox"/>	Dispensed Fruit Beverages
<input checked="" type="checkbox"/>	Chips & Snacks
<input checked="" type="checkbox"/>	Fresh Meats and Produce
<input checked="" type="checkbox"/>	Small Wares
<input checked="" type="checkbox"/>	Kitchen Chemicals & Cleaning Supplies
<input type="checkbox"/>	Sanitation Systems & Safety Training
<input checked="" type="checkbox"/>	Coffee Bar Products

**Please provide us with your district main address as listed on your website or in directory:**

Waxahachie Independent School District		Student Nutrition Department	
<hr/>		<hr/>	
District Name		Campus/Bldg. Name	
411 N. Gibson Street		Waxahachie	TX 75165
<hr/>		<hr/>	<hr/>
Street Number & Name		City	State Zip Code

**Interlocal Agreement for SY 2024-2025  
Signature and Authorization Form**

By signing this page, the RA confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2024, Waxahachie ISD and the Region 10 Education Service Center/Fiscal Agent  
District Name/Recipient Agency (RA)

enter into this Interlocal Agreement, including Bid Participation. As the authorized Agent for the Board of Trustees or Authorized Representative of the RA, I do hereby execute this Agreement on behalf of RA and intend to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

<b>Waxahachie ISD</b>	<b>Region 10</b>	<b>11,066</b>
District/ Name	ESC Region	2023-2024 Enrollment
<b>17</b>	<b>Ellis County</b>	
# Of Participating Campuses	County/Counties in Which Campuses are Located	
<b>Kam Bridgers</b>	<b>X</b>	<b>10/13/23</b>
Printed Name: Primary Foodservice Contact	Signature: Primary Foodservice Contact	Date Signed
<b>kbridgers@wisd.org</b>	<b>abatman@wisd.org</b>	<b>972-923-4630</b>
Email: Primary Contact	Email: Secondary Foodservice Contact	Phone: Primary Contact
<b>Amanda Batman</b>		
Printed Name: Secondary Foodservice Contact		
<b>972-923-4630</b>		
Phone: Secondary Foodservice Contact		

**Board of Director Approval (or authorized rep): Signature Below or Meeting Minutes are acceptable.**

**Dusty Autrey**  
Printed Name: Authorized Board Director (or Authorized Representative)

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**X**  
Signature: Authorized Board Director (or Authorized Representative)

\_\_\_\_\_  
Date Signed

**Email Completed Agreement to: [angela.mccrary@region10.org](mailto:angela.mccrary@region10.org)**

**Below Area: For Region 10 MRPC Use Only**

	<b>Keri Warnick</b>	
R10MRPC Authorized Signature	R10MRPC Contact Person	Date Signed
<b>Program Coordinator</b>	<b>972-348-1448</b>	
Title of Contact Person	Office Phone	

### Bids Overview

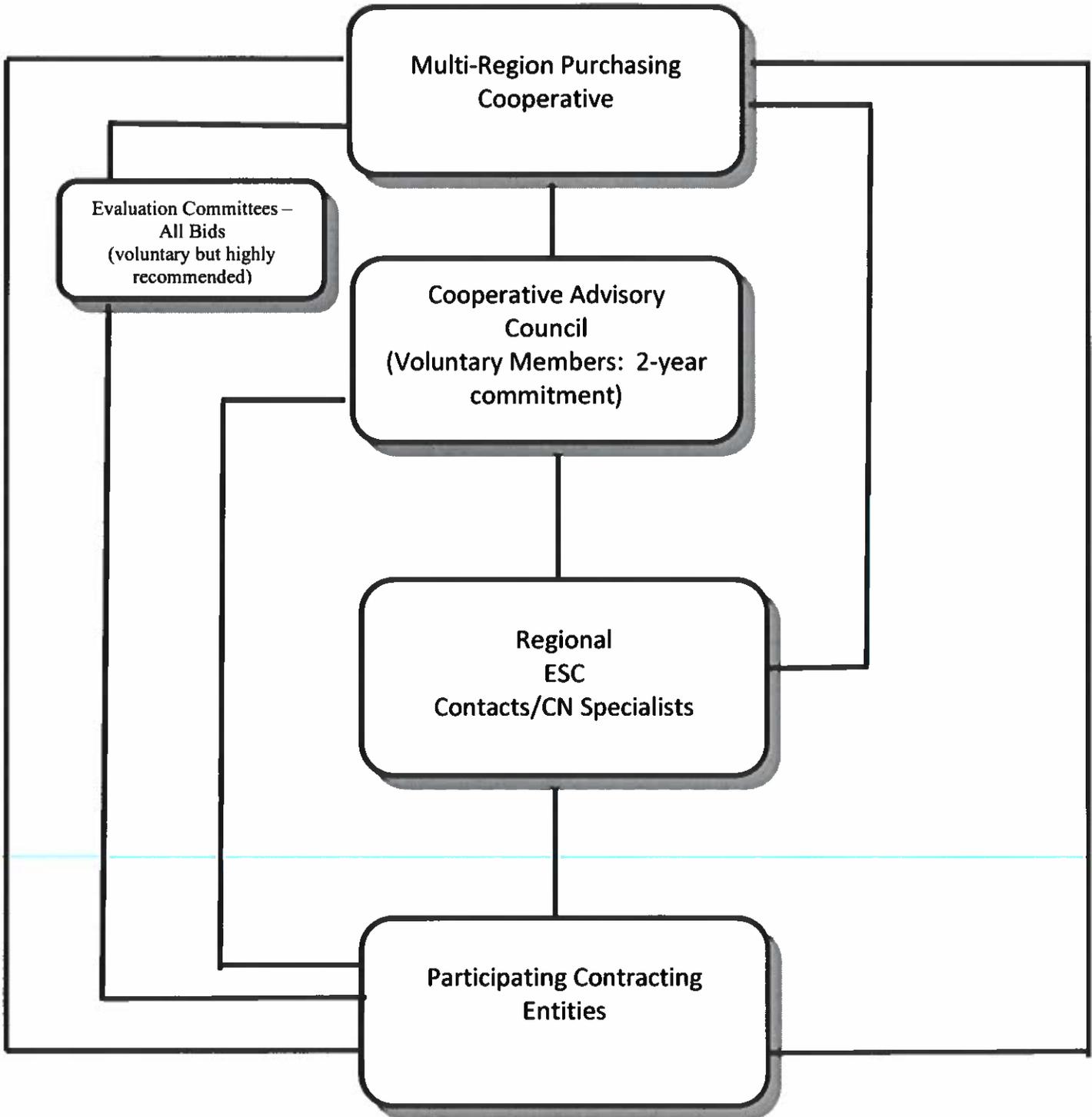
Each year awarded bids are either renewed, if options are available, or released as new based on factors such as no remaining renewal options, material change in contract value, growth in cooperative membership participation, too many discontinuations or new items to consider, or restructuring of the areas to be serviced in the cooperative. The following is the list of RFPs that will be offered in SY24-25 and information if they will be new or renewed.

<b>Bid Category</b>	<b>Bid Description</b>	<b>SY23-24 RFP #</b>	<b>Will This Bid Be Renewed?</b>	<b>Vendors To Be Renewed</b>	<b>Contract Year in SY24-25</b>
Beverages - Container	Drinks in containers such as Coke, Dr Pepper, Gatorade, Water, etc....that meet Smart Snack and/or used for before or after school events if managed by foodservice	2022-01-12'	Yes	Coca Cola; Dr Pepper; Master's Distribution	3 of 5
Chips & Snacks	Smart Snack approved chips and snacks for a' la carte sales	2022-02-13'	Yes	Master's Distribution	3 of 5
Coffee Bar	Cold contained coffees, coffee beans or grounds, syrups, etc.... for Coffee Bars. Smart Snack compliant	2023-03	Yes	Caribou Coffee	2 of 5
Dispensed Fruit Beverages	100% dispensed fruit slush beverages, awarded company provides dispensing machine and product.	2021-11	Yes	Trident Beverage	4 of 5
Fresh Bread	Direct delivery from bread vendor to campuses. Fresh bread products	2023-02	Yes	Bimbo Bakery, Flowers Bakery	2 of 5
Fresh Produce & Raw Meats	Fresh produce and raw meats; produce held to monthly market price	2023-04	Yes	Brother's Food Service; Farmers Market Ft Worth; R Craig Stephens; Walnut Creek Farms; Hardie's; Freshpoint	2 of 5

<b>Bid Category</b>	<b>Bid Description</b>	<b>SY22-23 RFP #</b>	<b>Will This Bid Be Renewed?</b>	<b>Vendors To Be Renewed</b>	<b>Contract Year in SY23-24</b>
Full-Line Grocery, NOI & FFS	Main-line distributor of commercial foods, processed commodity foods, fresh produce, and non-food foodservice items.	2021-02	TBD	Labatt	3 of 5
Ice Cream	Frozen Ice Cream novelties, delivered directly from vendor, smart snack compliant	2021-05	Yes	Blue Bonnet, Klement Distribution, Yumi Ice Cream	4 of 5
Kitchen Chemicals & Cleaning Supplies	Kitchen and cafeteria cleaning supplies such as chemicals, mops, gloves, as well as testing kits, etc....	2022-08	Yes	Complete Supply, Eco Lab, Kirby	3 of 5
Manufacturer Direct-to-District	Direct delivery in large quantities to approved RAs of commercial foods only. Must have a loading dock and ability to unload the truck and store large minimum drops of food product.	2021-08	TBD	TBD	1 of 5
Milk - Full Service Delivery	Milk delivery, rotate and restock of needed products, milk boxes supplied if needed by some vendors	2023-01	Yes	Hiland Dairy; DFA: Oak Farms & Gandy's	2 of 5
Sanitation Systems & Safety Training	Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2021-15	Yes	SFS PortionPac	4 of 5
Small Wares	All types of small wares for foodservice needs	2022-09	Yes	Ace Mart, Sam Tell & Son, Strategic Equipment	3 of 5
USDA Foods for Further Processing	Processed USDA foods to be received through direct delivery, distributor or contracted warehouse	2021-22	Yes	Multiple processors approved by TDA	2 of 5

Bid Category	Bid Description	SY22-23 RFP #	Will This Bid Be Renewed?	Vendors To Be Renewed	Contract Year in SY23-24
Sanitation Systems & Safety Training 2	Supplemental Bid for Sanitation System, monthly visit from rep to restock needed sanitation products; staff training and safety training classes available	2023-07	Yes	SFS PortionPac	2 of 5

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative



**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Dr. Jerry Hollingsworth

**Subject:** Moak Casey Continuous Improvement Consortium MOU      **Related Page(s)** 5



**ATTACHMENTS:**

Memorandum of Understanding-Moak Casey Continuous Improvement Consortium

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
X	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

The Board approve a Memorandum of Understanding with Moak Casey for Continuous Improvement Consortium for the school year of 2023-2024.



# MOAKCASEY

PROVEN LEADERS ADVANCING TEXAS SCHOOLS

## MEMORANDUM OF UNDERSTANDING

### Waxahachie ISD Membership in the MoakCasey Continuous Improvement Consortium

This Memorandum of Understanding (MOU), herein referred to as “Agreement,” is made and entered into by and between MoakCasey and the participating school district hereinafter referred to individually as “Party” and collectively as “Parties.” MoakCasey and the Consortium members have agreed and by the execution of this contract, are bound to the obligations and performances hereinafter described. Documentation of shared language and terms used in this service is available upon request.

#### **PURPOSE AND SCOPE**

The purpose of this agreement is to establish roles and responsibilities of the Parties to continue through Strategic Plan Implementation (Domains Two – Six) of the Strategic Thought, Design, and Continuous Improvement service and implement an organization focused on shared learning experiences designed to continuously improve the knowledge and operational level of the various school districts.

Consortium members acknowledge that each has completed the six-step process of Strategic Plan Development in Domain One of the Strategic Thought, Design, and Continuous Improvement service.

#### **Strategic Plan Implementation - Laying the Groundwork for Continuous Improvement within the Six Domains Framework**

By providing coaching, training, and access to concrete tools for continuous improvement, the MoakCasey team will assist the School District in:

- Moving from Accountability to Responsibility
- Cascading the Balanced Scorecard Throughout the System
- Increasing Stakeholder Engagement
- Charting Key Work/Key Support
- Creating a Clear Communication Process
- Addressing an Issue using 5-Step Systems Framework



## ROLES AND RESPONSIBILITIES

The parties agree to the following tasks for this MOU:

- Coaching:
  - Includes: 2 hours virtual continuous improvement coaching per month
  - Additional coaching hours: above 2 hours/month billed at hourly consultant rate
- Training:
  - Includes: One 1-hour virtual symposium with Consortium members and Continuous Improvement Coach
  - Additional virtual training hours: Virtual training requests beyond the symposium billed at \$325/hour plus expenses per consultant for each request
- Tools/Models:
  - Includes: CIC Tools/Models for Domains Two – Six

If the District requests additional onsite assistance and intensive help in the good governance process, Consultant could provide additional guidance to the District at a meeting or meetings to cover a primer series on good governance. At each extra Good Governance Primer Series meeting, Consultant will provide a Primer for Purposeful Leadership in the Strategic Role within the Continuous Improvement Framework.

Fees for each meeting in the Good Governance Primer Series are as follows, and are in addition to the tasks and charges covered by this MOU:

<u>Meeting Length</u>	<u>MoakCasey Representative(s)</u>	<u>Fee</u>
2 hours	1	\$2,000
2 hours	2	\$3,000
3 hours	1	\$3,000
3 hours	2	\$4,500
Full day	1	\$7,500

Each Party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of the district shall be the superintendent.

*For the District:*

Superintendent: Dr. Jerry Hollingsworth  
 Email: [jhollingsworth@wisd.org](mailto:jhollingsworth@wisd.org)  
 Mailing Address: 411 N Gibson St  
 Waxahachie, TX 75165



For MoakCasey:

Executive Director: Buck Gilcrease, Ed.D.  
Email: bgilcrease@moakcasey.com  
MoakCasey: MoakCasey  
Mailing Address: 1001 Congress Avenue  
Ste. 250  
Austin, TX 78701

**Additional Services that complement the work done in the Strategic Thought, Design, and Continuous Improvement service are available at Additional Cost. Please contact MoakCasey for information.**

Examples:

Academic Data Review	Financial Data Review
Risk Loads Analysis	Staffing Efficiency Analysis
Executive Level Coaching	Campus Level Mentoring

**TERM AND TERMINATION**

The term of this MOU shall begin on the date of execution of the last Party to sign this agreement and shall continue by agreement of both parties until the event of termination.

Any Party to this Agreement may choose to terminate this MOU at any other time, with or without cause, by providing written notification to all other Parties at least thirty (30) days before the effective date of such termination. In the event of termination, dues shall be payable through the date of termination only.

**FUNDING AGREEMENT**

Monthly dues for operation of the consortium will be \$1,750 per month, plus expenses; unless additional coaching and/or training is selected at the hourly rate of \$325; or if the District selects additional assistance with Good Governance Primers for Leading in the Strategic Role. Such meetings will be billed at the rates listed above.

Actual expenses shall include, but not be limited to actual travel costs, mileage (reimbursed at the rate of 65.5 cents per mile or at such other rate as may be set by the Internal Revenue Service from time to time), meals and incidental expenses are reimbursed at the General Services Administration (GSA) approved rate for Austin, Texas, \$61.00 per day, and such other expenses as may be approved by the parties.

MoakCasey will invoice for monthly dues and any expenses. Payment shall be due upon receipt of invoice for same. Invoices shall be submitted in a timely manner.

Members of the consortium may be asked to share in the production and dissemination of major reports or other written materials.



Members of the consortium may have the opportunity to share in the presentation of continuous improvement-related conference sessions.

## MISCELLANEOUS

- No Party may assign this MOU, in whole or in part, without the prior written consent of the other Parties.
- Any amendment or modification to this MOU shall be made in writing and signed by all Parties.
- If any provision of this MOU is held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this MOU shall not be affected or impaired thereby.
- The Parties are and shall remain independent, and in no event are the Parties to be construed as partners, joint venturers, employee/employer, or in any other relationship(s) other than as set forth herein.
- The Parties agree and stipulate that venue for any lawsuit arising out of this MOU shall be proper in a court of competent jurisdiction located in Travis County, Texas.
- None of the Parties waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.



**WHOLE AGREEMENT**

This MOU contains the entire agreement between the Parties with respect to the subject matter set forth herein but may be modified with the written consent of all parties.

IN WITNESS WHEREOF, this MOU is executed in multiple originals by the Parties and effective as of the date of the last Party listed herein to sign, as indicated:

**MOAKCASEY, LLC**

By: \_\_\_\_\_

Buck Gilcrease, CEO

Date: \_\_\_\_\_

**WAXAHACHIE INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Lee Auvenshine

**Subject:** Dedication of Water Sanitary Sewer Easement for City at Wilemon      **Related Page(s)** Proposed Resolution, Easement, and Survey



**EXECUTIVE SUMMARY:**

The City of Waxahachie is seeking the dedication of a 25' wastewater easement along the back side of the property where the Wilemon STEAM Academy will be located, parallel to Waxahachie Creek. The wastewater easement is requested to allow the City to extend sanitary sewer services to the property and nearby residents to the north in the future. This sewer line is a part of the City's Master Wastewater Plan and will eventually serve area north of Highway 287.

		BOARD PRIORITY GOALS
X	<b>Priority #1</b>	<b>Student Growth</b>
X	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Administration recommends approval of a resolution authorizing the Board President and/or Superintendent to execute all necessary documents to grant a permanent easement to the City of Waxahachie allowing the placement of a sanitary sewer easement parallel to Waxahachie Creek on property owned by the District where Wilemon STEAM Academy will be located.

AFTER RECORDING, RETURN TO:

**Amber Villarreal  
CITY OF WAXAHACHIE  
P.O. Box 757  
Waxahachie, Texas 75168**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**SANITARY SEWER EASEMENT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ELLIS

That Waxahachie Independent School District ("**Grantor**"), for and in consideration of the sum of **TEN and 00/100 DOLLARS (\$10)**, in hand paid by the **CITY OF WAXAHACHIE**, a Texas municipal corporation ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, does hereby **GIVE, GRANT, and CONVEY** unto Grantee following:

Grantor hereby does hereby **GIVE, GRANT, and CONVEY** unto Grantee a non-exclusive easement ("**Sanitary Sewer Easement**") and the right to construct, reconstruct and perpetually maintain water and sanitary sewer lines and all necessary appurtenances thereto (the "**Sanitary Sewer Line Facilities**") in, on, under, over and across the approximately **1.645 acres** of land described by metes and bounds and graphically portrayed in **Exhibit "A"** attached hereto (the "**Sanitary Sewer Easement**").

Improvements which are compatible with the use of the Sanitary Sewer Line Facilities may be approved by Grantee and placed on the Sanitary Sewer Easement Property. Grantor shall

not use the surface of the permanent easement for any purpose which would interfere with Grantee's use of the easement. Buildings or other structures are not allowed to be constructed on the easement. Driveways, roads, sidewalks, paving, paving areas, landscaping and related or similar improvements are allowed, so long as they do not interfere with Grantee's use.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Sanitary Sewer Easement Property herein granted.

Grantor represents and warrants that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey the interests addressed in this instrument (the Sanitary Sewer Easement) to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the Easement granted herein.

Grantor further warrants and conveys to Grantee **TO HAVE AND TO HOLD** the Sanitary Sewer Easement, unto the Grantee for the purposes herein set forth, and Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the Sanitary Sewer Easement, and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023, at Waxahachie, Texas.

**GRANTOR**

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dusty Autrey  
President, Board of Trustees

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**COUNTY OF ELLIS       §**

This instrument was acknowledged before me by Dusty Autrey, President of the Waxahachie ISD Board of Trustees, on the \_\_\_\_ day of November, 2023, on behalf of said school district.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE:**  
CITY OF WAXAHACHIE, TEXAS  
a Texas municipal corporation

By: \_\_\_\_\_,  
Michael Scott, City Manager  
AGREED AND ACCEPTED:  
***CITY OF WAXAHACHIE, TEXAS***

THE STATE OF TEXAS     §  
  §  
COUNTY OF ELLIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Scott, City Manager for and on behalf of the ***CITY OF WAXAHACHIE, TEXAS***, Texas municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Waxahachie, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
THE COUNTY OF ELLIS         §

**BOARD RESOLUTION AUTHORIZING DEDICATION OF  
SANITARY SEWER EASEMENT**

WHEREAS, the Texas Education Code § 11.154 provides that “[t]he board of trustees of an independent school district may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes;” and

WHEREAS, the District owns a tract of land located at the southwest corner of the intersection of US Highway 287 and US Highway 287 Bypass, which will be the site of the new Wilemon STEAM Academy; and

WHEREAS, it is in the District’s interests that said land have access to sanitary sewer services, and other utilities; and

WHEREAS, a utility easement is necessary for the purpose of establishing and maintaining sanitary sewer service on the property and the nearby area; and

WHEREAS, the Board intends to grant a utility easement to the City of Waxahachie for the construction and maintenance of utilities at the above-referenced tract of land;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Waxahachie Independent School District that:

1. The Superintendent and/or Board President is authorized to negotiate and execute all necessary legal documents to grant a utility easement to the City of Waxahachie in accordance with the provisions set out herein.
2. The duration of the easement may be perpetual.
3. The easement is limited to the construction and maintenance of utilities and regular use thereof.

APPROVED BY THE WAXAHACHIE ISD BOARD OF TRUSTEES ON NOVEMBER 13, 2023, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_; THEREFORE, BE IT SO ORDERED.

Adopted this 13<sup>th</sup> day of November, 2023.

WAXAHACHIE INDEPENDENT  
SCHOOL DISTRICT

ATTEST:

By: \_\_\_\_\_  
Dusty Autrey, President  
Board of Trustees

By: \_\_\_\_\_  
John Rodgers, Secretary  
Board of Trustees

EXHIBIT A  
SHEET 1 OF 2

SANITARY SEWER EASEMENT  
1.645 ACRES

EASEMENT DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE J. BOYD SURVEY, ABSTRACT NO. 108, CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT 2 IN DEED TO WAXAHACHIE INDEPENDENT SCHOOL DISTRICT (WISD), RECORDED IN INSTRUMENT NO. 1509865, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID WISD TRACT AND THE COMMON WEST RIGHT-OF-WAY (ROW) LINE OF BUSINESS U.S. HIGHWAY 287 (A VARIABLE WIDTH ROW), FROM WHICH A 1/2" IRON ROD FOUND FOR AN ELL CORNER OF SAID WISD TRACT, BEARS S 46°09'57" E, A DISTANCE OF 159.95 FEET;

THENCE OVER AND ACROSS SAID WISD TRACT, AS FOLLOWS:

S 48°55'57" W, A DISTANCE OF 164.53 FEET TO A POINT;

S 07°40'15" W, A DISTANCE OF 385.36 FEET TO A POINT;

S 29°28'40" E, A DISTANCE OF 359.61 FEET TO A POINT;

S 20°20'40" E, A DISTANCE OF 163.17 FEET TO A POINT;

S 69°26'06" E, A DISTANCE OF 778.24 FEET TO A POINT;

S 51°07'12" E, A DISTANCE OF 995.44 FEET TO A POINT;

S 50°06'55" W, A DISTANCE OF 25.49 FEET TO A POINT;

N 51°07'12" W, A DISTANCE OF 986.44 FEET TO A POINT;

N 69°26'06" W, A DISTANCE OF 785.63 FEET TO A POINT;

N 20°20'40" W, A DISTANCE OF 172.59 FEET TO A POINT;

N 29°28'40" W, A DISTANCE OF 366.01 FEET TO A POINT;

N 07°40'15" E, A DISTANCE OF 403.17 FEET TO A POINT;

N 48°55'57" E, A DISTANCE OF 171.71 FEET TO A POINT IN THE EAST LINE OF SAID WISD TRACT AND THE COMMON WEST ROW LINE OF SAID BUSINESS U.S. HIGHWAY 287;

THENCE S 46°09'57" E, ALONG THE EAST LINE OF SAID WISD TRACT AND THE COMMON WEST ROW LINE OF SAID BUSINESS U.S. HIGHWAY 287, A DISTANCE OF 25.10 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.645 ACRES OF LAND MORE OR LESS.

TIMOTHY L. JACKSON  
REGISTRATION NUMBER 5644

DATED: 10/13/2023

NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION 161



PROJECT NO. 2268B

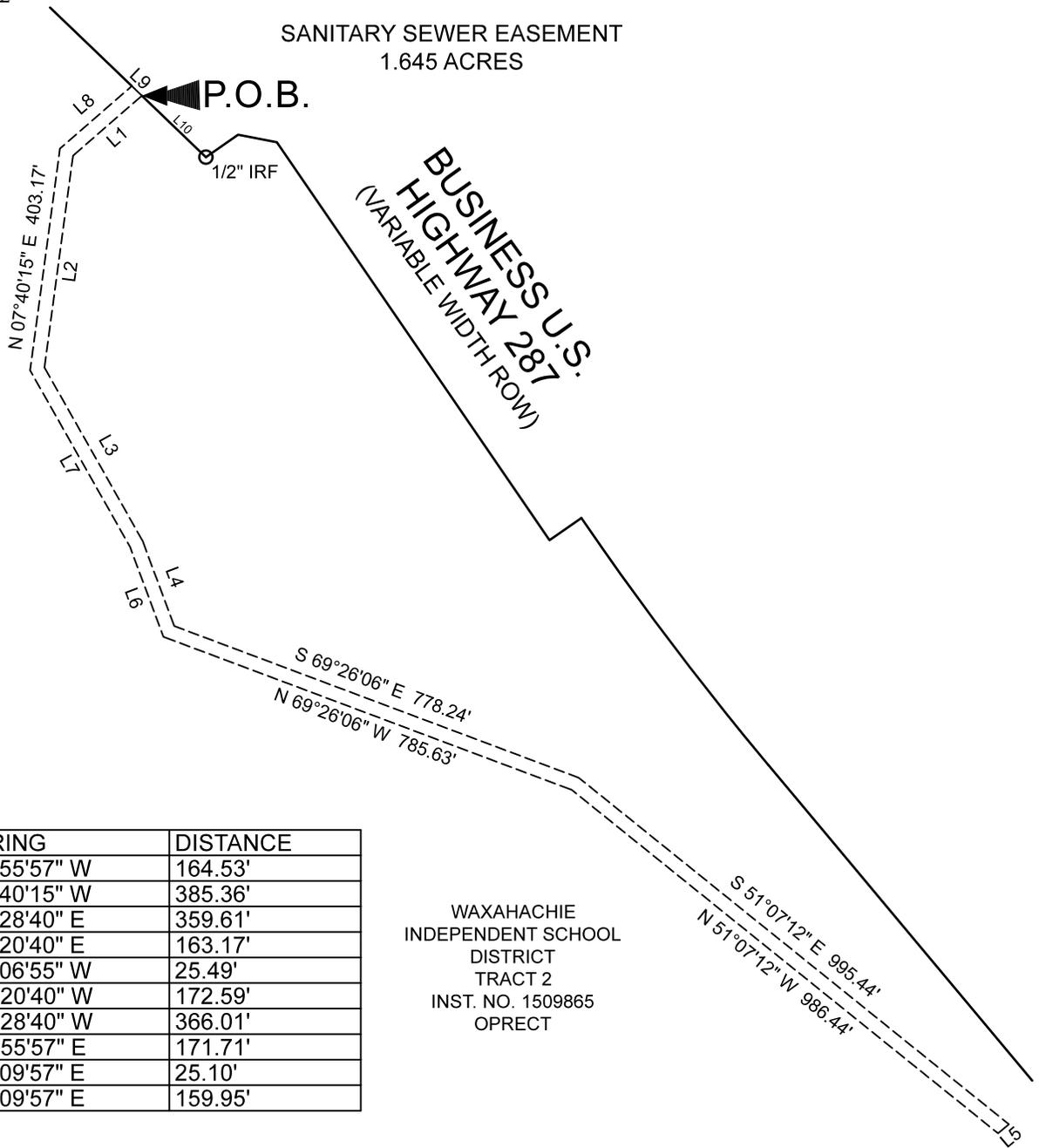
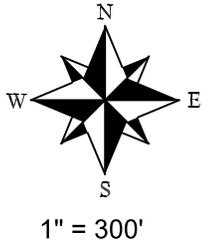
TEXAS REALITY CAPTURE  
& SURVEYING, LLC

P.O. BOX 252  
WAXAHACHIE, TEXAS 75168  
469.518.0338  
TBPLS FIRM NO 10194359



EXHIBIT A  
SHEET 2 OF 2

SANITARY SEWER EASEMENT  
1.645 ACRES



LINE	BEARING	DISTANCE
L1	S 48°55'57" W	164.53'
L2	S 07°40'15" W	385.36'
L3	S 29°28'40" E	359.61'
L4	S 20°20'40" E	163.17'
L5	S 50°06'55" W	25.49'
L6	N 20°20'40" W	172.59'
L7	N 29°28'40" W	366.01'
L8	N 48°55'57" E	171.71'
L9	S 46°09'57" E	25.10'
L10	S 46°09'57" E	159.95'

LEGEND:

- CIRF = CAPPED IRON ROD FOUND
- IRF = IRON ROD FOUND
- OPRECT = OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
- (XXX) = INDICATE RECORD OR DEED CALLS
- ROW = RIGHT-OF-WAY

NOTES:

DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS PLAT

PROJECT NO. 2268B

TEXAS REALITY CAPTURE  
& SURVEYING, LLC

P.O. BOX 252  
WAXAHACHIE, TEXAS 75168  
469.518.0338  
TBPLS FIRM NO 10194359



**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Ellis County Interlocal agreement      **Related Page(s)** 3



**EXECUTIVE SUMMARY:**

An interlocal agreement with Ellis County to provide labor, equipment, and materials necessary to complete road maintenance, enhancements, repairs, and other projects that may be requested by WISD

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Consideration and possible approval of an interlocal agreement with Ellis County.

**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF ELLIS, TEXAS  
AND WAXAHACHIE ISD**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the “County”), and WAXAHACHIE ISD, a \_\_\_\_\_ of the State of Texas, hereinafter referred to as a (the “ISD”).

**WITNESSETH:**

**WHEREAS,** the County and ISD desire to increase their efficiency and effectiveness by entering into this contract; and

**WHEREAS,** such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

**WHEREAS,** the function of service contracted for and to be provided by this Agreement is within the definition of “Governmental Function and Services” as defined by Section 791.003 of the Government Code; and

**WHEREAS,** the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

**NOW THEREFORE,** for the mutual covenants and considerations expressed herein, the County and the ISD hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by ISD and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell ISD goods and services.
2. The ISD shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The ISD, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to ISD.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body’s authorized agent and ending on December 31st, 2024 (“Effective Period”).

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
  - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
  - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. ISD agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

**EXECUTED** in duplicate this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ELLIS COUNTY, TEXAS**

By: \_\_\_\_\_  
 Todd B. Little, County Judge

**ATTEST:**

By: \_\_\_\_\_  
 Krystal C. Valdez, County Clerk

**WAXAHACHIE ISD**

By: \_\_\_\_\_  
 \_\_\_\_\_

Attest:

\_\_\_\_\_  
 ISD Administrator

# EXHIBIT A

## WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: \_\_\_\_\_

Basis of Authority to Provide Service: *Interlocal Agreement dated:* \_\_\_\_\_

*per Commissioners Count Minute Order* \_\_\_\_\_

Local Government Requesting Service: \_\_\_\_\_

Description of Project to be Undertaken: \_\_\_\_\_

Location of Project to be Undertaken: \_\_\_\_\_

Requested by: \_\_\_\_\_

*Kyle Butler*

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Todd Little*

*County Judge, Ellis County, Texas*

\*\*\*\*\*

ACCEPTED AND AGREED TO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Signature:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*On Behalf of:* \_\_\_\_\_

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Lee Auvenshine

**Subject:** Resolution Affirming Practice of Allowing Chaplains to Serve As Volunteers      **Related Page(s)** Proposed Resolution



**EXECUTIVE SUMMARY:**

Section 23.001 of the Texas Education Code permits the district to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board. Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a record vote between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the district to employ or accept as a volunteer a chaplain under Education Code Chapter 23.

Waxahachie Independent School District has historically allowed chaplains to serve as volunteers on campuses and within athletics and fine arts programs.

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Administration recommends approval of a resolution affirming the practice of a district campus or program to permit a chaplain to serve as a volunteer to provide support, services, and programs for students in accordance with the district's existing practices.

**BOARD RESOLUTION AFFIRMING PRACTICE  
OF ALLOWING CHAPLAINS TO SERVE AS VOLUNTEERS**

WHEREAS, Section 23.001 of the Texas Education Code permits the district to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board;

WHEREAS, Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the district to employ or accept as a volunteer a chaplain under Education Code Chapter 23;

WHEREAS, Waxahachie Independent School District has historically allowed chaplains to serve as volunteers on campuses and within athletics and fine arts programs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Waxahachie Independent School District hereby affirms the practice of a district campus or program to permit a chaplain to serve as a volunteer to provide support, services, and programs for students in accordance with the district's existing practices.

Adopted by the Waxahachie ISD Board of Trustees this 13<sup>th</sup> day of November, 2023.

WAXAHACHIE INDEPENDENT  
SCHOOL DISTRICT

ATTEST:

By: \_\_\_\_\_  
Dusty Autrey, President  
Board of Trustees

By: \_\_\_\_\_  
John Rodgers, Secretary  
Board of Trustees

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Ratify materials testing agreement for Elementary #10      **Related Page(s)** Proposed agreement

**Consent  
Agenda Item**

**EXECUTIVE SUMMARY:** The district was presented with a contract for materials testing from Rone Engineering that staff mistakenly assumed was included in the guaranteed maximum price that was previously approved by the Board. Currently, the contractor has been doing the materials testing work onsite during construction. The administration is recommending ratification of this contract by the Board since the value exceeds \$50,000.

**ATTACHMENTS:** Materials testing agreement with Rone Engineering

BOARD PRIORITY GOALS		
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:** Ratify agreement with Rone Engineering for materials testing at Elementary #10.



June 28, 2023

Mr. Stephen Mott  
Waxahachie ISD  
51 Northgate Drive  
Waxahachie, Texas 75165

Reference: Waxahachie ISD Elementary School 10  
Waxahachie, Texas  
Proposal No.: P-35630-23

Dear Mr. Mott:

Rone Engineering Services, Ltd. (Rone) understands that we have been selected based solely on our qualifications and that Waxahachie ISD is currently negotiating scope and fees with only Rone at this time for quality control services for the referenced project. For the purpose of this proposal, we have estimated quantities and tests that will be required in accordance with the Plans and Specifications. This is only an estimate for budgetary purposes. The actual costs for CMT services can decrease or increase with changes in the scope of work or with the contractor's work method. Rone's total fee will be based on the actual amount of technician time and laboratory testing required for the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees.

Rone meets the requirements of ASTM E329 and is an active participant in the CCRL and AMRL sample proficiency programs and is currently AASHTO accredited. Rone has experienced personnel to perform the necessary CMT services in accordance with the project specifications.

By execution of the proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,

Steve Campbell, CET  
Senior Manager

Larry Bracken  
Partner

Rone Engineering Firm Registration Number F-1572  
Rone Code: FR

**RONE ENGINEERING SERVICES, LTD.**  
 Construction Materials Engineering and Testing  
 28-Jun-23

**Project:** Waxahachie ISD Elementary School 10  
 Waxahachie, Texas

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
<b><u>Section A: Earthworks</u></b>			
Engineering (lump sum)	1.0	\$ 6,000.00	\$ 6,000.00
		<b>Sub-Total:</b>	<b>\$ 6,000.00</b>
<b><u>Section B: Building Pad Earthwork</u></b>			
Moisture Density Relationship ASTM D-698 (each)	0.0	\$ 165.00	\$ 0.00
Atterberg Limits ASTM D-4318 (each)	5.0	\$ 64.00	\$ 320.00
Percent Passing #200 Sieve ASTM D-1140 (each)	5.0	\$ 54.00	\$ 270.00
Geotechnical Engineer (hourly)	4.0	\$ 200.00	\$ 800.00
Proofroll (hourly)	12.0	\$ 59.00	\$ 708.00
Senior Engineering Technician (hourly, min. 4 hours)	144.0	\$ 59.00	\$ 8,496.00
Senior Engineering Technician OT (hourly)	63.0	\$ 88.50	\$ 5,575.50
• In Place Density Test ASTM D-6938*			
Transportation Charge (trip)	18.0	\$ 45.00	\$ 810.00
Administrative (hourly)	28.4	\$ 76.00	\$ 2,158.40
		<b>Sub-Total:</b>	<b>\$ 19,137.90</b>
<b><u>Section C: Paving Subgrade Earthwork</u></b>			
Moisture Density Relationship ASTM D-698 (each)	3.0	\$ 165.00	\$ 495.00
Atterberg Limits ASTM D-4318 (each)	5.0	\$ 64.00	\$ 320.00
Percent Passing #200 Sieve ASTM D-1140 (each)	3.0	\$ 54.00	\$ 162.00
Proofroll (hourly)	16.0	\$ 59.00	\$ 944.00
Senior Engineering Technician (hourly, min. 4 hours)	40.0	\$ 59.00	\$ 2,360.00
Senior Engineering Technician OT (hourly)	0.0	\$ 88.50	\$ 0.00
• In Place Density Test ASTM D-6938*			
• Lime Pulverization Test*			
• Lime Depth Checks*			
Lime Series PI (each)	1.0	\$ 384.00	\$ 384.00
Transportation Charge (trip)	10.0	\$ 45.00	\$ 450.00
Administrative (hourly)	18.4	\$ 76.00	\$ 1,398.40
		<b>Sub-Total:</b>	<b>\$ 6,513.40</b>

**RONE ENGINEERING SERVICES, LTD.**  
 Construction Materials Engineering and Testing  
 28-Jun-23

**Project:** Waxahachie ISD Elementary School 10  
 Waxahachie, Texas

<b>DESCRIPTION</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Estimated Total</b>
<b><u>Section D: Utilities Earthwork</u></b>			
Moisture Density Relationship ASTM D-698 (each)	1.0	\$ 165.00	\$ 165.00
Atterberg Limits ASTM D-4318 (each)	1.0	\$ 64.00	\$ 64.00
Percent Passing #200 Sieve ASTM D-1140 (each)	1.0	\$ 54.00	\$ 54.00
Senior Engineering Technician (hourly, min. 4 hours)	36.0	\$ 59.00	\$ 2,124.00
Senior Engineering Technician OT (hourly)	0.0	\$ 88.50	\$ 0.00
• In Place Density Test ASTM D-6938*			
Transportation Charge (trip)	9.0	\$ 45.00	\$ 405.00
Administrative (hourly)	8.8	\$ 76.00	\$ 668.80
		<b>Sub-Total:</b>	<b>\$ 3,480.80</b>
<b><u>Section F: Building Concrete</u></b>			
Concrete Observation (hourly)	124.0	\$ 39.00	\$ 4,836.00
Concrete Observation OT (hourly)	27.0	\$ 58.50	\$ 1,579.50
4x8 Concrete Test Cylinders (each)	220.0	\$ 16.00	\$ 3,520.00
Reinforcing Steel Observation (hourly)	25.0	\$ 69.00	\$ 1,725.00
Reinforcing Steel Observation OT (hourly)	7.0	\$ 103.50	\$ 724.50
Floor Flatness Observation ASTM E-1155 (each)	0.0	\$ 475.00	\$ 0.00
Floor Flatness Observation Standby Time (hourly)	0.0	\$ 85.00	\$ 0.00
Transportation Charge (trip)	38.0	\$ 45.00	\$ 1,710.00
Administrative (hourly)	45.0	\$ 76.00	\$ 3,420.00
		<b>Sub-Total:</b>	<b>\$ 17,515.00</b>

**RONE ENGINEERING SERVICES, LTD.**  
 Construction Materials Engineering and Testing  
 28-Jun-23

**Project:** Waxahachie ISD Elementary School 10  
 Waxahachie, Texas

<b>DESCRIPTION</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Estimated Total</b>
<b><u>Section G: Hardscape and Paving Concrete</u></b>			
Concrete Observation (hourly)	98.0	\$ 39.00	\$ 3,822.00
Concrete Observation OT (hourly)	22.0	\$ 58.50	\$ 1,287.00
4x8 Concrete Test Cylinders (each)	205.0	\$ 16.00	\$ 3,280.00
Reinforcing Steel Observation (hourly)	16.0	\$ 69.00	\$ 1,104.00
Reinforcing Steel Observation OT (hourly)	4.0	\$ 103.50	\$ 414.00
Transportation Charge (trip)	24.0	\$ 45.00	\$ 1,080.00
Administrative (hourly)	36.6	\$ 76.00	\$ 2,781.60
		<b>Sub-Total:</b>	<b>\$ 13,768.60</b>
<b><u>Section I: Masonry</u></b>			
Engineering Technician (hourly)	14.0	\$ 39.00	\$ 546.00
Engineering Technician OT (hourly)	0.0	\$ 58.50	\$ 0.00
Mortar Cubes ASTM C-109, ASTM C-780 (each)	12.0	\$ 19.00	\$ 228.00
Grout Prisms/Cylinders ASTM C-1019 (each)	8.0	\$ 46.00	\$ 368.00
Transportation Charge (trip)	4.0	\$ 45.00	\$ 180.00
Administrative (hourly)	2.4	\$ 76.00	\$ 182.40
		<b>Sub-Total:</b>	<b>\$ 1,504.40</b>
<b><u>Section J: Structural Steel</u></b>			
Structural Steel Inspection (hourly, min. 5 hours)	55.0	\$ 78.00	\$ 4,290.00
Structural Steel Inspection OT (hourly)	0.0	\$ 117.00	\$ 0.00
Ultrasonic Steel Inspection (hourly, min. 5 hours)	10.0	\$ 88.00	\$ 880.00
Ultrasonic Steel Inspection OT (hourly)	0.0	\$ 132.00	\$ 0.00
Transportation Charge (trip)	13.0	\$ 45.00	\$ 585.00
Administrative (hourly)	11.7	\$ 76.00	\$ 889.20
		<b>Sub-Total:</b>	<b>\$ 6,644.20</b>

June 19, 2023  
Proposal No.: P-35630-23

**RONE ENGINEERING SERVICES, LTD.**  
Construction Materials Engineering and Testing  
28-Jun-23

**Project:** Waxahachie ISD Elementary School 10  
Waxahachie, Texas

<b>DESCRIPTION</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Estimated Total</b>
<b>Section N: Project Manager</b>			
Project Manager (hourly)	54.0	\$ 89.00	\$ 4,806.00
Project Letters Sealed (each)	1.0	\$ 350.00	\$ 350.00
		<b>Sub-Total:</b>	<b>\$ 5,156.00</b>
<b>ESTIMATED BUDGET</b>			<b>\$ 79,720.30</b>

\*Included in Senior Engineering Time

With acceptance of this proposal, Rone will hold a pre-construction meeting for the soils work on the project. Building Corner Offset Stakes are required in order to perform our observation services for the building pad. Soils contractor needs to supply access to the elevation controls for the project.

Upon acceptance of the proposal, please include Rone on all pre-construction meetings related to our services. We would like to be in attendance to discuss anticipated inspection/testing, rates of production, responsibilities, etc. This helps avoid inspection/testing concerns and allows us to be better able to manage budget issues.

**Waxahachie ISD**

**Proposal No.: P-35630-23**

By: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Assumptions

The sampling/testing and observation noted in the proposal estimate represents all the services to be provided by Rone on this project unless additional services are requested by the client. No other sampling/testing or observation of any kind is included in this proposal estimate.

We have estimated sampling/testing and observation quantities for this project based on our past 28-Jun-23

We are assuming a 5 day work week. No Weekends or Holidays are included in this proposal estimate.

### Soil Testing Frequencies

Earthworks Conditioned Fill:	2000	cubic yards of material placed and compacted per day
Building Pad:	1 density test for every	5000 square feet
Paving:	1 density test for every	10000 square feet
Trench Backfill:	1 density test for every	150 lineal feet
Lime Pulverizations:	1 test for every	10000 square feet
Lime Depth Checks:	1 test for every	10000 square feet

If required to be onsite full time, additional charges will apply.

Note: If Rone is not onsite full time we will not be responsible for assuring soils testing/quantity is in compliance with project requirements.

### Concrete Frequencies

1 set of 5 concrete test cylinders for every 100 yards (4 x 8 cylinders)

Concrete observation time is based on delivery of concrete at 50 yards per hour

Confirmation cylinders additional

Floor flatness observation lump sum price is for a maximum of 40,000 square feet per trip and no longer than 4 hours on site. Time in excess of the 4 hours of onsite time allocated will be billed as noted in the proposal.

### Mortar/Grout Frequencies

1 set of	6	mortar cubes per	5000	square feet
1 set of	4	grout prisms per	5000	square feet

If required to be onsite full time, additional charges will apply.

Note: Engineering technician time is for sampling of mortar & grout only. For masonry observation additional charges will apply.

## **Assumptions**

### **Structural Steel**

Note: If out of town Fabrication Inspection is required there will be an additional charge for travel.

### **Project Manager**

Note: Requires five working days notice for project review letter.

### **Limitations of Authority of Rone**

Rone is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents. Rone will not approve or accept any portion of the work. Rone is providing sampling/testing/observation services as outlined in this proposal to verify compliance on a random basis at the frequencies indicated. Rone is not responsible for providing access to areas to be tested/observed unless specifically noted in this proposal. Rone has no authority to stop and/or reject any work performed on the project. Rone will perform observations of ongoing construction, sampling/testing of materials as described in this proposal as requested by our client. Rone is not responsible for site safety.

Additional services will be provided when required by the Architect/Engineer and authorized by the client.

## Clarifications

Rone's office is located at:

8908 Ambassador Row  
Dallas, Texas 75247  
Phone: 214-630-9745

28-Jun-23

Dispatch: 214-630-9745

Rone sampling/testing/observation services must be scheduled through dispatch including cancellations. Our dispatch is available at the number noted above, Monday through Friday between the hours of 7:30am and 5:00pm with the exception of Holidays. Calls received outside of this time frame will be handled by our voice mail system and will be checked the next working day morning. It is recommended that you schedule services through our dispatch during our regular working hours noted above. We require one working day (24 hours) advance notice for our services. Same day call-ins or after hour voice mail call-ins for work the following day are subject to the availability of personnel.

Service is not guaranteed for same day call-in's.

Pier Observation services require a complete set of approved construction documents to be delivered to Rone a minimum of 48 hours prior to field construction of the piers commencing. If piers are started prior to receipt of approved documents, Rone will include a comment on field pier logs that the information presented is preliminary until such time that the information can be checked for accuracy against the approved control documents.

Reinforcing Steel observations require adequate lighting in order to perform the observation. The observation needs to be scheduled during daylight hours and/or jobsite illumination needs to be provided by others in order to allow us to perform the required observation. These observations need to be scheduled independently of the concrete observation.

At your request, Rone's project manager will attend the pre-construction meeting for the project. Our project manager will answer any relevant questions regarding our services for the project at that time. As the project progresses our project manager will be available to answer any questions you may have concerning our services.

Three (3) paper copies of test reports are included for mail distribution as directed by the client at no additional charge. Additional mail copies of test reports requested and approved by the client will be charged at \$0.45 per page to cover copying and mailing costs. There is no charge for additional distribution through our e-mail and web distribution system.

Compensation for our services will be based upon the actual sampling/testing/observations performed in accordance with the unit rates shown. The estimated budget that we have indicated is approximate and is based on our past experience with projects of similar type and scope. The estimated budget does not include cancellations/re-testing/re-inspection, and/or any changes and/or modifications to the contract documents.

## Clarifications

If Rone is selected to perform the sampling/testing/observation for the project we will require the following items in order to perform our services on your project.

Two complete sets of drawings and specifications.  
Approved concrete mix designs for the project.  
Report distribution list.

In addition, please be sure to add Rone to the distribution list for all addendums and revisions on the project and notification of pre-construction meetings, where applicable, regarding soils, piers, concrete, masonry and structural steel.

All time is for a minimum of two hours or as noted. Overtime will be charged for all hours worked before 7:00am and after 5:00pm, for any time in excess of 8 hours per day or 40 hours per week, Saturdays, Sundays and Holidays. All time is Portal to Portal.

Administrative services are for report preparation and review, supervision and scheduling of field and laboratory personnel.

This proposal is valid for sixty days from the listed proposal date.

**Prior to any work being performed on the project, Rone will need to have an executed contract in place.**

All Invoices for our services are payable within 30 days with no retainage.

# Terms and Conditions

SECTION 1: PARTIES AND SCOPE OF WORK: RONE Engineering Services, Ltd. (hereinafter referred to as "RONE") shall include said company or its particular division, assigns, successors, subsidiary or affiliate performing the work. "Work" (whether such term is capitalized or not) means the specific geotechnical, analytical, testing or other service to be performed by RONE as set forth in RONE's proposal and these Terms and Conditions. Additional work ordered by Client shall also be subject to these Terms and Conditions. "Client" refers to the person or business entity ordering the work to be done by RONE. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of RONE's work. RONE shall have no duty or obligation to any third party greater than that set forth in RONE's proposal, Client's acceptance thereof and these Terms and Conditions. The ordering of work from RONE, or the reliance on any of RONE's work, shall constitute acceptance of the terms of RONE's proposal and these Terms and Conditions, regardless of the terms of any subsequently issued document. If unexpected site conditions are discovered, the scope of work may require additional services even as the work is in progress. RONE will provide these additional services at its normal schedule rate. Initiation of services by RONE for client will automatically invoke and be performed subject to these Terms and Conditions. RONE's duties and obligations for any Work performed is to Client only. If Client chooses to charge any third party for any work performed hereunder, Client is solely responsible for assessing such charges against said third parties. RONE assumes no duty or obligation to pursue such charges against any third party other than Client and Client remains solely responsible to RONE, regardless of the reimbursable or non-reimbursable status of the charges.

SECTION 2: ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for RONE to perform the work. RONE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, RONE has not included in its fee the cost of restoration of damage which may occur and shall have no obligation to perform any such restoration work. If Client desires or requires RONE to restore the site to its former condition, upon written request RONE will perform such additional work as is necessary to do so and Client agrees to pay to RONE for the cost.

SECTION 3: TEST AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed others to be timely and properly performed in accordance with the plans, specifications and contract documents and RONE's recommendations. Any re-testing, if deemed necessary by RONE, or testing due to cancellation of scheduled tests not due to the fault of RONE, are outside the scope of work hereunder and will be provided to Client for an additional charge at RONE's normal rates. No claims for loss, damage or injury shall be brought against RONE by Client or any third party unless all tests and inspections have been so performed and unless RONE's recommendations have been exactly followed. Client agrees to indemnify, defend and hold RONE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, by not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or RONE's recommendations are not so followed.

**28-Jun-23**

SECTION 4: CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised RONE of any known or suspected hazardous materials, utility lines and pollutants at any site at which RONE is to do work hereunder, and unless RONE has specifically assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save RONE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, incurred as a result of personal injury, death or property damage resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not specifically revealed to RONE by Client.

SECTION 5: RESPONSIBILITY: RONE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. RONE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. RONE's work or failure to perform same shall not in any way excuse any contractor, subcontractor, laborer or supplier from performance of its work in accordance with the contract documents. RONE has no right or duty to stop any contractor's work.

SECTION 6: SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of RONE's report to Client.

SECTION 7: PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay RONE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and attorney's fees. RONE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein RONE waives any rights to a mechanics' lien, or any provision conditioning RONE's right to receive payment for its work upon payment to Client by any third party. These Terms and Conditions are notice, where required, that RONE intends to file a lien to collect past due amounts. Client agrees to provide RONE, upon request, all information necessary for RONE to file its lien, including, but not limited to, a legal description of the property upon which the work was performed. Failure to make payment within 30 days of invoice shall constitute an irrevocable final release of RONE from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

SECTION 8: WARRANTY: RONE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL AND THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS SERVICES, RONE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RONE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

## Terms and Conditions

SHOULD RONE OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT, AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RONE'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RONE, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RONE FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT RONE'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST FROM CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF RONE'S LIABILITY TO \$250,000.00 BY AGREEING TO PAY RONE A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 10% OF THE TOTAL FEE TO BE CHARGED FOR RONE'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY ACCEPTED BY RONE. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY RONE IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT REGARDLESS OF THE NUMBER OF CLAIMS OR CAUSES OF ACTION ARISING OUT OF THE WORK. CLIENT WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES AGAINST RONE ARISING OUT OF OR RELATING TO THE WORK.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST RONE, ARISING FROM OR RELATED TO RONE'S WORK, MORE THAN TWO YEARS AND ONE DAY AFTER THE CESSATION OF RONE'S WORK HEREUNDER. LIMITATIONS ON LIABILITY AND INDEMNITIES IN THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES VOLUNTARILY AND KNOWINGLY ENTERED INTO, AND SHALL APPLY TO ALL THEORIES OF RECOVERY INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, EXCEPT FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THE PARTIES ALSO AGREE THAT CLIENT WILL NOT SEEK DAMAGES IN EXCESS OF THE LIMITATIONS INDIRECTLY THROUGH SUITS WITH OTHER PARTIES WHO MAY JOIN RONE AS A THIRD-PARTY DEFENDANT. PARTIES MEANS CLIENT AND GEOTECHNICAL ENGINEER AND THEIR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND SUBCONTRACTORS.

SECTION 9: HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring RONE to assume the status of an owner, operator, generator, storer, transporter, creator, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. It shall be the duty of the owner, the client, or their representative to advise RONE of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which RONE may be provided or obtain performing its Work or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by RONE employees, agents or subcontractors. If RONE observes or suspects the existence of unanticipated hazardous materials during the course of its Work, RONE may at its option terminate further work on the project and notify Client of the condition. Work will be resumed only after a renegotiation of scope of services and fees. RONE does not create, generate, or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its Work.

SECTION 10: HAZARDOUS MATERIALS INDEMNITY: The Client acknowledges that RONE has neither created nor contributed to the creation of existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against RONE and agrees to indemnify and save RONE, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures, regardless of whether such exposure was allegedly arising out of or related to RONE's performance of services hereunder.

SECTION 11: TERMINATION: This Agreement may be terminated by either party seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, RONE shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of RONE required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 12: PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these Terms and Conditions be enforced as written. In the event any of the provisions of these Terms and Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

SECTION 13: ENTIRE AGREEMENT: These Terms and Conditions and RONE's proposal constitute the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

## Terms and Conditions

SECTION 14: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by RONE as instruments of service, shall remain the property of RONE unless there are other written agreements to the contrary.

SECTION 15: ASSIGNS: Client may not delegate, assign, subcontract or transfer its duties (including payment) or interest in this agreement without the written consent of RONE.

SECTION 16: INDEMNIFICATION: To the fullest extent permitted by applicable law, Client expressly agrees to defend (at Client's expense and with counsel acceptable to RONE), indemnify, and save and hold harmless RONE and all of its officers, directors, shareholders, employees, agents, successors, predecessors and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, or alleged to be connected with, the Client's property or work being performed on Client's property by RONE or by persons or entities other than RONE, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the Client or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING, WITHOUT LIMITATION, INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF RONE AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CLIENTS, OR SUPPLIERS; BUT EXCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE SOLE NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT OF RONE. The indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Client under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Client or of any third party to whom Client may subcontract any work.

SECTION 17: COSTS AND TENDERING OF INDEMNIFICATION DEFENSE: The indemnities agreed to by Client herein expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation or arbitration whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of RONE is maintained by RONE or assumed by Client. RONE in its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Client the defense of any or all of the indemnified claims. Upon such tender by RONE to Client, Client shall be bound and obligated to assume the defense of RONE in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of the indemnified claims without reimbursement from RONE. It is understood and agreed by Client that if RONE tenders the defense of an indemnified claim to Client and Client fails or neglects to assume the defense thereof, RONE may compromise and settle or defend any such suit or action, and Client shall be bound and obligated to reimburse RONE for the amount expended by it in settling or compromising any such claim, or in the amount expended by RONE in paying any judgement rendered therein, together with all reasonable attorney's fees and cost of litigation incurred by RONE by reason of its defense, settlement or compromise of such indemnified claims.

SECTION 18: COLLECTION OF AMOUNTS OWED TO RONE: In the event that Client owes any amount to RONE, whether under this Agreement or otherwise, Client agrees to RONE's employment of whatever collection methods it deems reasonable and expedient, including but not limited to garnishment (pre and post judgement), sequestration, attachment or any other legal method. Client agrees to waive any and all bond requirements associated therewith. Client agrees to pay all costs of collection, including attorney's fees.

SECTION 19: NOTICE: All notices required under this Subcontract Agreement shall be sent via certified mail return receipt requested to the address set forth in the proposal, via facsimile number listed on the proposal or via hand delivery to the office set forth on the proposal. Verbal notification to RONE will not satisfy the notice requirements herein. To the extent any notice provision of these Terms and Conditions violates applicable law in that it is too strict or restrictive, the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Lee Auvenshine

**Subject:** Dedication of Walking Trail Easement for City of Waxahachie at Wilemon      **Related Page(s)** Proposed Resolution, Easement, and Survey



**EXECUTIVE SUMMARY:**

The City of Waxahachie is seeking the dedication of a public pedestrian access easement along the back side of the property where the Wilemon STEAM Academy will be located, roughly parallel to Waxahachie Creek. The easement is requested to permit public pedestrian access through the property to the city trail system via the Regional Trail Easement.

The easement will allow the City to construct a concrete trail, for which it will have the maintenance responsibility over the trail, mowing, vegetation, and irrigation. Once constructed, the City will have the right to make modifications or repairs to the concrete trail through the Regional Trail Easement as deemed necessary by the City. Waxahachie ISD will have no responsibility for installation, maintenance, or replacement of anything within the Regional Trail Easement.

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Administration recommends approval of a resolution authorizing the Board President and/or Superintendent to execute all necessary documents to grant a permanent easement to the City of Waxahachie allowing the placement of a pedestrian access easement roughly parallel to Waxahachie Creek on property owned by the District where Wilemon STEAM Academy will be located.

THE STATE OF TEXAS           §  
  §  
THE COUNTY OF ELLIS         §

**BOARD RESOLUTION AUTHORIZING DEDICATION OF  
PUBLIC PEDESTRIAN ACCESS EASEMENT**

WHEREAS, the Texas Education Code § 11.154 provides that “[t]he board of trustees of an independent school district may, by resolution, authorize the sale of any property, other than minerals, held in trust for public school purposes;” and

WHEREAS, the District owns a tract of land located at the southwest corner of the intersection of US Highway 287 and US Highway 287 Bypass, which will be the site of the new Wilemon STEAM Academy; and

WHEREAS, it is in the District’s interests that said land be connected to a regional walking trail via a Regional Trail Easement; and

WHEREAS, a public pedestrian access easement is necessary for the purpose of establishing a permanent walking and running trail on the property and the nearby area; and

WHEREAS, the Board intends to grant a public pedestrian access easement to the City of Waxahachie for the construction and maintenance of improvements at the above-referenced tract of land;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Waxahachie Independent School District that:

1. The Superintendent and/or Board President is authorized to negotiate and execute all necessary legal documents to grant a utility easement to the City of Waxahachie in accordance with the provisions set out herein.
2. The duration of the easement may be perpetual.
3. The easement is limited to the construction and maintenance of improvements related to public pedestrian access and regular use thereof.

APPROVED BY THE WAXAHACHIE ISD BOARD OF TRUSTEES ON NOVEMBER 13, 2023, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_; THEREFORE, BE IT SO ORDERED.

Adopted this 13<sup>th</sup> day of November, 2023.

WAXAHACHIE INDEPENDENT  
SCHOOL DISTRICT

ATTEST:

By: \_\_\_\_\_  
Dusty Autrey, President  
Board of Trustees

By: \_\_\_\_\_  
John Rodgers, Secretary  
Board of Trustees

AFTER RECORDING, RETURN TO:

**Amber Villarreal  
CITY OF WAXAHACHIE  
P.O. Box 757  
Waxahachie, Texas 75168**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**PUBLIC PEDESTRIAN ACCESS EASEMENT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ELLIS

That the Waxahachie Independent School District, for and in consideration of the sum of **TEN and 00/100 DOLLARS (\$10)**, in hand paid by the **CITY OF WAXAHACHIE**, a Texas municipal corporation ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, does hereby **GIVE, GRANT, and CONVEY** unto Grantee following:

Grantor hereby does hereby **GIVE, GRANT, and CONVEY** unto Grantee a permanent non-exclusive Regional Trail Easement in, on, over and across the approximately **2.279 acres** of land described by metes and bounds and graphically portrayed in **Exhibit "A"** attached hereto (the "**Regional Trail Easement**"), for the purposes of permitting Grantee and public pedestrian access through the property to the city trail system.

The Grantee and/or its successors shall have the maintenance responsibility for the concrete trail, mowing, vegetation, and irrigation installed through this Regional Trail Easement. The Grantor

shall have no responsibility for installation, maintenance or replacement of anything within this Regional Trail Easement. However, the Grantee, has the right to make modifications or repairs to the concrete trail through this Regional Trail Easement as deemed necessary by the Grantee.

Grantor represents and warrants that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey the interests addressed in this instrument to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the Easement granted herein.

Grantor further warrants and conveys to Grantee **TO HAVE AND TO HOLD** the Regional Trail Easement unto the Grantee for the purposes herein set forth, and Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend the Regional Trail Easement, and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

**[EXECUTION AND ACKNOWLEDEMENT PAGES FOLLOW]**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023, at Waxahachie, Texas.

**GRANTOR**

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Dusty Autrey  
President, Board of Trustees

**ACKNOWLEDGMENT**

**STATE OF TEXAS           §**  
**COUNTY OF ELLIS       §**

This instrument was acknowledged before me by Dusty Autrey, President of the Waxahachie ISD Board of Trustees, on the \_\_\_\_ day of November, 2023, on behalf of said school district.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE:**  
CITY OF WAXAHACHIE, TEXAS  
a Texas municipal corporation

By: \_\_\_\_\_,  
Michael Scott, City Manager  
AGREED AND ACCEPTED:  
***CITY OF WAXAHACHIE, TEXAS***

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF ELLIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Scott, City Manager for and on behalf of the ***CITY OF WAXAHACHIE, TEXAS***, Texas municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Waxahachie, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
SHEET 1 OF 6

WALKING TRAIL EASEMENT  
2.279 ACRES

EASEMENT DESCRIPTION:

BEING A TRACT OF LAND SITUATED IN THE J. BOYD SURVEY, ABSTRACT NO. 108, CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT 2 IN DEED TO WAXAHACHIE INDEPENDENT SCHOOL DISTRICT (WISD), RECORDED IN INSTRUMENT NO. 1509865, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID WISD TRACT AND THE COMMON WEST RIGHT-OF-WAY (ROW) LINE OF BUSINESS U.S. HIGHWAY 287 (A VARIABLE WIDTH ROW), FROM WHICH A THE NORTHEAST CORNER OF SAID WISD TRACT, BEARS N 46°09'57" W, A DISTANCE OF 305.14 FEET, AND A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR REFERENCE, BEARS N 46°09'57" W, A DISTANCE OF 255.14 FEET;

THENCE S 46°09'57" E, ALONG THE EAST LINE OF SAID WISD TRACT AND THE COMMON WEST ROW LINE OF SAID U.S. HIGHWAY 287, A DISTANCE OF 20.01 FEET TO A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 76.00 FEET, A CHORD BEARING OF S 53°41'49" W, A CHORD LENGTH OF 30.59 FEET, FROM WHICH A 1/2" IRON ROD FOUND FOR AN ELL CORNER OF SAID WISD TRACT, BEARS S 46°09'57" E, A DISTANCE OF 64.07 FEET;

THENCE OVER AND ACROSS SAID WISD TRACT, AS FOLLOWS:

WITH SAID NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 30.80 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 198.38 FEET, A CHORD BEARING OF S 87°12'49" W, A CHORD LENGTH OF 148.02 FEET;

WITH SAID COMPOUND CURVE TO THE RIGHT AN ARC LENGTH OF 151.69 FEET TO A POINT;

N 70°52'51" W, A DISTANCE OF 209.71 FEET TO A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 101.64 FEET, A CHORD BEARING OF S 78°52'15" W, A CHORD LENGTH OF 100.50 FEET;

WITH SAID NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 105.12 FEET TO A POINT;

S 49°14'33" W, A DISTANCE OF 140.39 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1434.23 FEET, A CHORD BEARING OF S 45°24'37" W, A CHORD LENGTH OF 191.71 FEET;

WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 191.85 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 94.40 FEET, A CHORD BEARING OF S 11°19'11" W, A CHORD LENGTH OF 95.14 FEET;

WITH SAID COMPOUND CURVE TO THE LEFT AN ARC LENGTH OF 99.71 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 58.90 FEET, A CHORD BEARING OF S 30°05'28" E, A CHORD LENGTH OF 22.78 FEET;

WITH SAID COMPOUND CURVE TO THE LEFT AN ARC LENGTH OF 22.93 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 80.94 FEET, A CHORD BEARING OF S 09°19'05" E, A CHORD LENGTH OF 85.60 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 90.20 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 96.06 FEET, A CHORD BEARING OF S 06°42'57" E, A CHORD LENGTH OF 94.09 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 98.32 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 3883.70 FEET, A CHORD BEARING OF S 37°36'41" E, A CHORD LENGTH OF 213.18 FEET;

WITH SAID COMPOUND CURVE TO THE LEFT AN ARC LENGTH OF 213.21 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 161.31 FEET, A CHORD BEARING OF S 12°15'31" E, A CHORD LENGTH OF 146.09 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 151.61 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 82.34 FEET, A CHORD BEARING OF S 18°11'10" E, A CHORD LENGTH OF 89.34 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 94.43 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 277.59 FEET, A CHORD BEARING OF S 39°30'59" E, A CHORD LENGTH OF 110.91 FEET;

PROJECT NO. 2268C

TEXAS REALITY CAPTURE  
& SURVEYING, LLC

P.O. BOX 252  
WAXAHACHIE, TEXAS 75168  
469.518.0338  
TBPLS FIRM NO 10194359



NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION 188

EXHIBIT A  
SHEET 2 OF 6

WALKING TRAIL EASEMENT  
2.279 ACRES

EASEMENT DESCRIPTION CONTINUED:

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 111.66 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 195.83 FEET, A CHORD BEARING OF S 63°17'28" E, A CHORD LENGTH OF 226.31 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 241.29 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 323.15 FEET, A CHORD BEARING OF S 51°15'36" E, A CHORD LENGTH OF 475.19 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 533.87 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 293.73 FEET, A CHORD BEARING OF S 43°47'22" E, A CHORD LENGTH OF 376.50 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 408.67 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 407.42 FEET, A CHORD BEARING OF S 53°22'18" E, A CHORD LENGTH OF 410.82 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 430.58 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING OF S 76°38'50" E, A CHORD LENGTH OF 144.79 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 168.24 FEET TO A POINT;

N 49°48'03" E, A DISTANCE OF 429.55 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A CHORD BEARING OF N 87°32'36" E, A CHORD LENGTH OF 85.70 FEET;

WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 92.22 FEET TO A POINT;

S 54°42'51" E, A DISTANCE OF 107.57 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 107.36 FEET, A CHORD BEARING OF S 75°07'32" E, A CHORD LENGTH OF 74.89 FEET;

WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 76.49 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 132.71 FEET, A CHORD BEARING OF S 68°46'43" E, A CHORD LENGTH OF 119.50 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 123.96 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 132.71 FEET, A CHORD BEARING OF S 30°54'08" E, A CHORD LENGTH OF 51.18 FEET;

WITH SAID COMPOUND CURVE TO THE RIGHT AN ARC LENGTH OF 51.51 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 3519.78 FEET, A CHORD BEARING OF S 16°33'36" E, A CHORD LENGTH OF 395.90 FEET;

WITH SAID COMPOUND CURVE TO THE RIGHT AN ARC LENGTH OF 396.11 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 748.96 FEET, A CHORD BEARING OF S 18°43'35" E, A CHORD LENGTH OF 140.72 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 140.92 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 385.48 FEET, A CHORD BEARING OF S 27°57'47" E, A CHORD LENGTH OF 34.75 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 34.76 FEET TO A POINT IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO ELLIS COUNTY, TEXAS, RECORDED IN INSTRUMENT NO. 2153264, OPRECT, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR WITNESS, BEARS N 44°05'02" E, A DISTANCE OF 17.14 FEET AND THE NORTHEAST CORNER OF SAID ELLIS COUNTY TRACT, BEARS N 44°05'02" E, A DISTANCE OF 247.13 FEET;

THENCE S 44°00'00" W, ALONG THE WEST LINE OF SAID ELLIS COUNTY TRACT, A DISTANCE OF 21.45 FEET TO A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 365.48 FEET, A CHORD BEARING OF N 27°27'26" W, A CHORD LENGTH OF 41.59 FEET;

THENCE OVER AND ACROSS SAID WISD TRACT, AS FOLLOWS:

WITH SAID NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 41.61 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 768.96 FEET, A CHORD BEARING OF N 18°46'09" W, A CHORD LENGTH OF 145.61 FEET;

PROJECT NO. 2268C

NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION 189

TEXAS REALITY CAPTURE  
& SURVEYING, LLC

P.O. BOX 252  
WAXAHACHIE, TEXAS 75168  
469.518.0338  
TBPLS FIRM NO 10194359



EXHIBIT A  
SHEET 3 OF 6

WALKING TRAIL EASEMENT  
2.279 ACRES

EASEMENT DESCRIPTION CONTINUED:

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 145.83 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 3499.78 FEET, A CHORD BEARING OF N 16°33'36" W, A CHORD LENGTH OF 393.65 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 393.86 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 112.71 FEET, A CHORD BEARING OF N 31°05'31" W, A CHORD LENGTH OF 44.20 FEET;

WITH SAID COMPOUND CURVE TO THE LEFT AN ARC LENGTH OF 44.49 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 112.71 FEET, A CHORD BEARING OF N 68°58'06" W, A CHORD LENGTH OF 100.83 FEET;

WITH SAID COMPOUND CURVE TO THE LEFT AN ARC LENGTH OF 104.53 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 127.36 FEET, A CHORD BEARING OF N 75°07'32" W, A CHORD LENGTH OF 88.84 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 90.74 FEET TO A POINT;

N 54°42'51" W, A DISTANCE OF 107.57 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S 87°32'36" W, A CHORD LENGTH OF 61.21 FEET;

WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 65.87 FEET TO A POINT;

S 49°48'03" W, A DISTANCE OF 429.55 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF N 76°38'50" W, A CHORD LENGTH OF 176.97 FEET;

WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 205.62 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 387.42 FEET, A CHORD BEARING OF N 53°22'18" W, A CHORD LENGTH OF 390.65 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 409.44 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 313.73 FEET, A CHORD BEARING OF N 43°47'22" W, A CHORD LENGTH OF 402.13 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 436.50 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 303.15 FEET, A CHORD BEARING OF N 51°15'36" W, A CHORD LENGTH OF 445.78 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 500.83 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 215.83 FEET, A CHORD BEARING OF N 63°17'28" W, A CHORD LENGTH OF 249.43 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 265.93 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 257.59 FEET, A CHORD BEARING OF N 39°30'59" W, A CHORD LENGTH OF 102.92 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 103.61 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 102.34 FEET, A CHORD BEARING OF N 18°11'10" W, A CHORD LENGTH OF 111.04 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 117.36 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 141.31 FEET, A CHORD BEARING OF N 12°15'31" W, A CHORD LENGTH OF 127.98 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 132.82 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 3903.70 FEET, A CHORD BEARING OF N 37°36'41" W, A CHORD LENGTH OF 214.28 FEET;

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 214.31 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 116.06 FEET, A CHORD BEARING OF N 06°42'57" W, A CHORD LENGTH OF 113.67 FEET;

WITH SAID COMPOUND CURVE TO THE RIGHT AN ARC LENGTH OF 118.79 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 60.94 FEET, A CHORD BEARING OF N 09°19'05" W, A CHORD LENGTH OF 64.45 FEET;

WITH SAID REVERSE CURVE TO THE LEFT AN ARC LENGTH OF 67.91 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 78.90 FEET, A CHORD BEARING OF N 30°05'28" W, A CHORD LENGTH OF 30.52 FEET;

PROJECT NO. 2268C

NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION 190

TEXAS REALITY CAPTURE  
& SURVEYING, LLC

P.O. BOX 252  
WAXAHACHIE, TEXAS 75168  
469.518.0338  
TBPLS FIRM NO 10194359



EXHIBIT A  
SHEET 4 OF 6

WALKING TRAIL EASEMENT  
2.279 ACRES

EASEMENT DESCRIPTION CONTINUED:

WITH SAID REVERSE CURVE TO THE RIGHT AN ARC LENGTH OF 30.71 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 114.40 FEET, A CHORD BEARING OF N 11°19'11" E, A CHORD LENGTH OF 115.29 FEET;

WITH SAID COMPOUND CURVE TO THE RIGHT AN ARC LENGTH OF 120.83 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 1454.23 FEET, A CHORD BEARING OF N 45°24'37" E, A CHORD LENGTH OF 194.38 FEET;

WITH SAID COMPOUND CURVE TO THE RIGHT AN ARC LENGTH OF 194.53 FEET TO A POINT;

N 49°14'33" E, A DISTANCE OF 140.39 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 121.64 FEET, A CHORD BEARING OF N 78°53'50" E, A CHORD LENGTH OF 120.37 FEET;

WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 125.92 FEET TO A POINT;

S 70°52'51" E, A DISTANCE OF 209.81 FEET TO A POINT FOR THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 178.38 FEET, A CHORD BEARING OF N 87°12'49" E, A CHORD LENGTH OF 133.10 FEET;

WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 136.40 FEET TO A POINT FOR THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, A CHORD BEARING OF N 53°23'05" E, A CHORD LENGTH OF 23.14 FEET;

WITH SAID COMPOUND CURVE TO THE LEFT AN ARC LENGTH OF 23.31 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.279 ACRES OF LAND MORE OR LESS.

TIMOTHY L. JACKSON  
REGISTRATION NUMBER 5644

DATED: 10/27/2023

NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH  
CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION 191



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EXHIBIT A  
SHEET 5 OF 6

WALKING TRAIL EASEMENT  
2.279 ACRES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	76.00'	30.80'	30.59'	S 53°41'49" W
C2	198.38'	151.69'	148.02'	S 87°12'49" W
C3	101.64'	105.12'	100.50'	S 78°52'15" W
C4	1434.23'	191.85'	191.71'	S 45°24'37" W
C5	94.40'	99.71'	95.14'	S 11°19'11" W
C6	58.90'	22.93'	22.78'	S 30°05'28" E
C7	80.94'	90.20'	85.60'	S 09°19'05" E
C8	96.06'	98.32'	94.09'	S 06°42'57" E
C9	3883.70'	213.21'	213.18'	S 37°36'41" E
C10	161.31'	151.61'	146.09'	S 12°15'31" E
C11	82.34'	94.43'	89.34'	S 18°11'10" E
C12	277.59'	111.66'	110.91'	S 39°30'59" E
C13	195.83'	241.29'	226.31'	S 63°17'28" E
C14	323.15'	533.87'	475.19'	S 51°15'36" E
C15	293.73'	408.67'	376.50'	S 43°47'22" E
C16	407.42'	430.58'	410.82'	S 53°22'18" E
C17	90.00'	168.24'	144.79'	S 76°38'50" E
C18	70.00'	92.22'	85.70'	N 87°32'36" E
C19	107.36'	76.49'	74.89'	S 75°07'32" E
C20	132.71'	123.96'	119.50'	S 68°46'43" E
C21	132.71'	51.51'	51.18'	S 30°54'08" E
C22	3519.78'	396.11'	395.90'	S 16°33'36" E
C23	748.96'	140.92'	140.72'	S 18°43'35" E
C24	385.48'	34.76'	34.75'	S 27°57'47" E
C25	365.48'	41.61'	41.59'	N 27°27'26" W
C26	768.96'	145.83'	145.61'	N 18°46'09" W
C27	3499.78'	393.86'	393.65'	N 16°33'36" W
C28	112.71'	44.49'	44.20'	N 31°05'31" W
C29	112.71'	104.53'	100.83'	N 68°58'06" W
C30	127.36'	90.74'	88.84'	N 75°07'32" W
C31	50.00'	65.87'	61.21'	S 87°32'36" W
C32	110.00'	205.62'	176.97'	N 76°38'50" W
C33	387.42'	409.44'	390.65'	N 53°22'18" W
C34	313.73'	436.50'	402.13'	N 43°47'22" W
C35	303.15'	500.83'	445.78'	N 51°15'36" W
C36	215.83'	265.93'	249.43'	N 63°17'28" W
C37	257.59'	103.61'	102.92'	N 39°30'59" W
C38	102.34'	117.36'	111.04'	N 18°11'10" W
C39	141.31'	132.82'	127.98'	N 12°15'31" W
C40	3903.70'	214.31'	214.28'	N 37°36'41" W
C41	116.06'	118.79'	113.67'	N 06°42'57" W
C42	60.94'	67.91'	64.45'	N 09°19'05" W
C43	78.90'	30.71'	30.52'	N 30°05'28" W
C44	114.40'	120.83'	115.29'	N 11°19'11" E
C45	1454.23'	194.53'	194.38'	N 45°24'37" E
C46	121.64'	125.92'	120.37'	N 78°53'50" E
C47	178.38'	136.40'	133.10'	N 87°12'49" E
C48	56.00'	23.31'	23.14'	N 53°23'05" E

LINE	BEARING	DISTANCE
L1	S 46°09'57" E	20.01'
L2	N 70°52'51" W	209.71'
L3	S 49°14'33" W	140.39'
L4	S 54°42'51" E	107.57'
L5	S 44°00'00" W	23.45'
L6	N 54°42'51" W	107.57'
L7	N 49°14'33" E	140.39'
L8	S 70°52'51" E	209.81'
L9	S 46°09'57" E	64.07'
L10	N 44°00'00" E	17.13'
L11	N 44°00'00" E	247.13'
L12	N 46°09'57" W	255.14'
L13	N 46°09'57" W	305.14'

PROJECT NO. 2268C

TEXAS REALITY CAPTURE  
& SURVEYING, LLC

P.O. BOX 252  
WAXAHACHIE, TEXAS 75168  
469.518.0338  
TBPLS FIRM NO 10194359



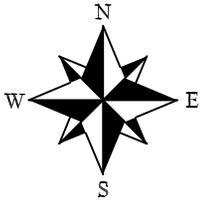
NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

PLAT OF EVEN DATE TO ACCOMPANY THIS DESCRIPTION 192

EXHIBIT A  
SHEET 6 OF 6

WALKING TRAIL EASEMENT  
2.279 ACRES



1" = 400'

P.O.B.

BUSINESS U.S.  
HIGHWAY 287  
(VARIABLE WIDTH ROW)

WAXAHACHIE  
INDEPENDENT SCHOOL  
DISTRICT  
TRACT 2  
INST. NO. 1509865  
OPRECT

ELLIS COUNTY, TEXAS  
INST. NO. 2153264  
OPRECT

PROJECT NO. 2268C

LEGEND:

- CIRF = CAPPED IRON ROD FOUND
- IRF = IRON ROD FOUND
- OPRECT = OFFICIAL PUBLIC RECORDS,  
ELLIS COUNTY, TEXAS
- (XXX) = INDICATE RECORD OR DEED CALLS
- ROW = RIGHT-OF-WAY

NOTES:

DESCRIPTION OF EVEN DATE TO ACCOMPANY THIS PLAT

TEXAS REALITY CAPTURE  
& SURVEYING, LLC

P.O. BOX 252  
WAXAHACHIE, TEXAS 75168  
469.518.0338  
TBPLS FIRM NO 10194359



**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Monica James

**Subject:** Certified T-TESS Appraiser      **Related Page(s)** 1



**EXECUTIVE SUMMARY:**

The Human Resources Department is requesting the approval of a certified T-Tess appraiser.

**ATTACHMENTS:**

Memorandum

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
X	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

**RECOMMENDATION:**

Approve certified T-TESS appraiser.

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023                      **Presented By:** Stephanie Heimbuch

**Subject:** Contract for Speech Language Pathologist Services                      **Related Page(s)** 2

**Consent  
Agenda Item**

**EXECUTIVE SUMMARY:** The District has grown in students receiving speech services by 75 students since the beginning of the school year. The department has been unable to fill open Speech Language Pathologist positions and is needing to contract with an outside entity to ensure we are able to provide required speech services to these and additional qualifying students. We have identified an individual that we would like to contract for, and the special education budget can take on this contract. The total estimated cost of this agreement is \$95,500 for the remainder of the year. We will try diligently to hire someone for the 2024-2025 school year instead of extending this contract.

**ATTACHMENTS:** Proposal from ProCare Therapy

BOARD PRIORITY GOALS		
X	<b>Priority #1</b>	<b>Student Growth</b>
X	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:** Approve contract with ProCare therapy for Speech Language Pathologist services.

**ADDENDUM A**  
**Client Assignment Confirmation**



This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and New Direction Solutions, LLC dba ProCare Therapy ("ProCare"). Client will pay ProCare for hours worked by Consultant on the following terms:

**Assignment Details**

ProCare Consultant: Waxahachie ISD PID: \*

School District Name (Client): Waxahachie ISD

Start Date: 09/28/2023 End Date: 05/23/2024

*Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.*

Position: Speech Language Pathologist (SLP)

Bill Rate: \$95.00 Minimum Hours: 37.5

Overtime Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Friday

Miscellaneous: \*

Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.

If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

Option of virtual services will be offered by ProCare in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

Account Representative Information: Kelsey Hicks  
kelsey.hicks@procaretherapy.com  
904-239-5661

By: 158970 - Waxahachie ISD  
Print Name: \_\_\_  
Title: \_\_\_  
Date: \_\_\_

By: New Directions Solutions, LLC dba ProCare Therapy  
Print Name: \_\_\_  
Title: \_\_\_  
Date: \_\_\_

**\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.**

## CLIENT SERVICES AGREEMENT

**ProCare Therapy**, a d/b/a of New Direction Solutions, LLC (“ProCare”) and **Waxahachie ISD** whose principal location is 411 N GIBSON ST, WAXAHACHIE, TX 75165 (“Client”) enter into this non-exclusive Client Services Agreement (“Agreement”) for the purpose of referring and placing Consultants (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment to receive approval of this arrangement.

### 3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

### 5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

### 6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is

not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

**7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

**8. Equal Opportunity.**

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

**9. Timekeeping and Invoicing.**

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of ProCare's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

ProCare will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify ProCare of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

**10. Payment Terms.**

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. ProCare pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. ProCare will bill Client at one and on-half times the regular bill rate for all hours ProCare is required to pay the Consultant(s) overtime. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

**11. Default Charges.**

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

**12. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

**13. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned

representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.

**14. Incident and Error Tracking.**

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

**15. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client for the purpose of reporting such event to ProCare's workers compensation carrier. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

**16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

**17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

**18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

**19. Paid Sick Leave.**

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

**20. Unscheduled Facility Closure Policy.**

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

**21. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

**22. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

**23. Indemnification.**

To the extent authorized by the laws and Constitution of the State of Texas each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

**24. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

**25. Family Education Rights and Privacy Act.**

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either

party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

**26. State Retirement System Notice.**

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultants and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

**27. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**28. Notices.**

All notices required to be given in writing will be sent to the names/addresses listed below.

**ProCare Therapy**  
Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
ContractNotices@procaretherapy.com

**To Client**  
Client: Waxahachie ISD  
Address: 411 N GIBSON ST, WAXAHACHIE, TX 75165

**29. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**30. Governing Law.**

This Agreement shall be governed by the laws of the state of Texas.

**31. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

**32. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid

or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

***This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.***

CLIENT ID – CLIENT NAME

**158970 - Waxahachie ISD**



**Stephanie Heimbuch**

Executive Director of Special Services

October 02, 2023 16:10 UTC

IP: 66.206.96.160

**New Directions Solutions, LLC dba ProCare Therapy**



**Dakota Long**

Managing Director

October 02, 2023 17:07 UTC

IP: 38.142.164.10

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Lee Auvenshine

**Subject:** Approval of Installation and Operation of  
Warning Siren at Clift Elementary School      **Related Page(s)** Request from City

**Action  
Agenda Item**

**EXECUTIVE SUMMARY:** The City of Waxahachie has identified the area around Clift Elementary School and the neighborhoods within the vicinity of Parks School House Road as an area of low coverage for outdoor warning systems, commonly referred to as “tornado sirens.” Emergency Management Coordinator Thomas Griffith has presented a formal request on behalf of the City to install and operate a warning siren on district-owned property where Clift Elementary is located, near the intersection of Parks School House Road and Carter Court.

The siren would be mounted to a 50’ metal pole and would require 2’ x 2’ of ground space. The siren would require no electricity, as it would be wholly powered by battery and solar power. The City will perform all necessary maintenance associated with the operation of the siren and its related equipment for the life of the unit. Similar sirens are located at Waxahachie High School, Finley Junior High School, Marvin Biomedical Academy, and Shackelford Elementary School.

**ATTACHMENTS:**

		BOARD PRIORITY GOALS
X	<b>Priority #1</b>	<b>Student Growth</b>
X	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:** Administration recommends approval of the City’s request to install, operate, and maintain an outdoor warning siren at district owned property where Clift Elementary School is located. The location and operation of this siren will serve the best interest of the campus and the residents of the nearby neighborhoods, many of whom are students, parents, and stakeholders of the district.



# CITY OF WAXAHACHIE

*Office of Emergency Management*



630 Farley Street, Waxahachie, TX 75165

October 19, 2023

Dear Mr. Auvenshine

As you are aware, the City of Waxahachie has continued to grow quickly. All of this new growth and development has caused the Waxahachie Office of Emergency Management to conduct a reassessment of our Outdoor Warning System (OWS). Which is often referred to as “tornado sirens.”

In that assessment, we identified several areas throughout the city that have low coverage. One of these locations is the area around Clift Elementary on School House Road. Our analysis shows that the school would be an excellent location for one of our early warning sirens. Other proposed new locations include Fire Station 4 and another siren in the Saddlebrook development.

We are requesting from yourself, Dr. Hollingsworth, and the Waxahachie Board of Trustees, permission to install one of our units at that location. The city will cover all cost for the life of the unit. For your reference we currently have a siren located at the High School, Marvin Elementary, Shackelford and Finley locations. All good locations that have worked well.

The unit is a 508-128 Outdoor Siren, it is a rotating uni-directional warning siren mounted on a 50’ metal pole. There are no power requirements, it is 100% battery and solar powered. We would need about 2’ x 2’ of ground space for the pole with about 10 feet of clearance around the base of the pole. We would also need 24/7 access to the unit for emergency repair, maintenance and inspection. We cannot have any overhead powerlines within 10 feet. The pole will be buried 7 to 8 feet into the ground and a large pole truck will install the unit, so we would need access for the truck to get right up to the site to drill the hole. The controls are elevated so there is no need for a fence around the unit. We would also like access for a bucket truck to do preventive maintenance once or twice a year. Usually done in the summertime. It could be located in front of the school in the large grassy area between the school and the road, beside the sidewalk. We would insure there are no underground utilities prior to installation and may need to adjust the location based on utility locations and/or your preferences.

Thank you for your consideration,

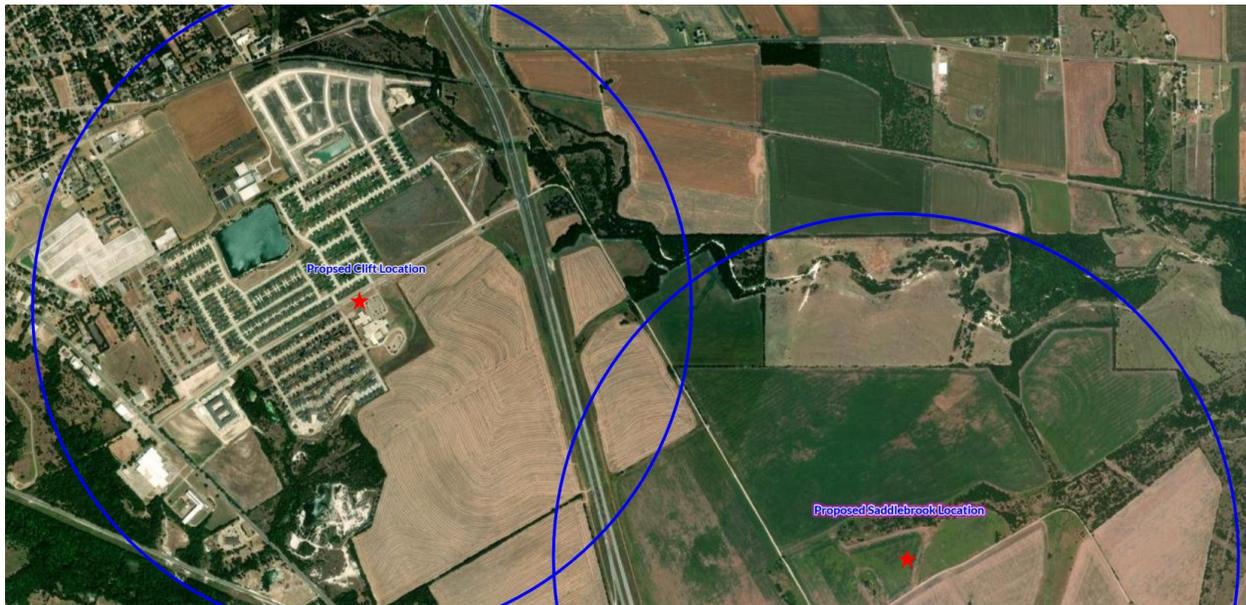
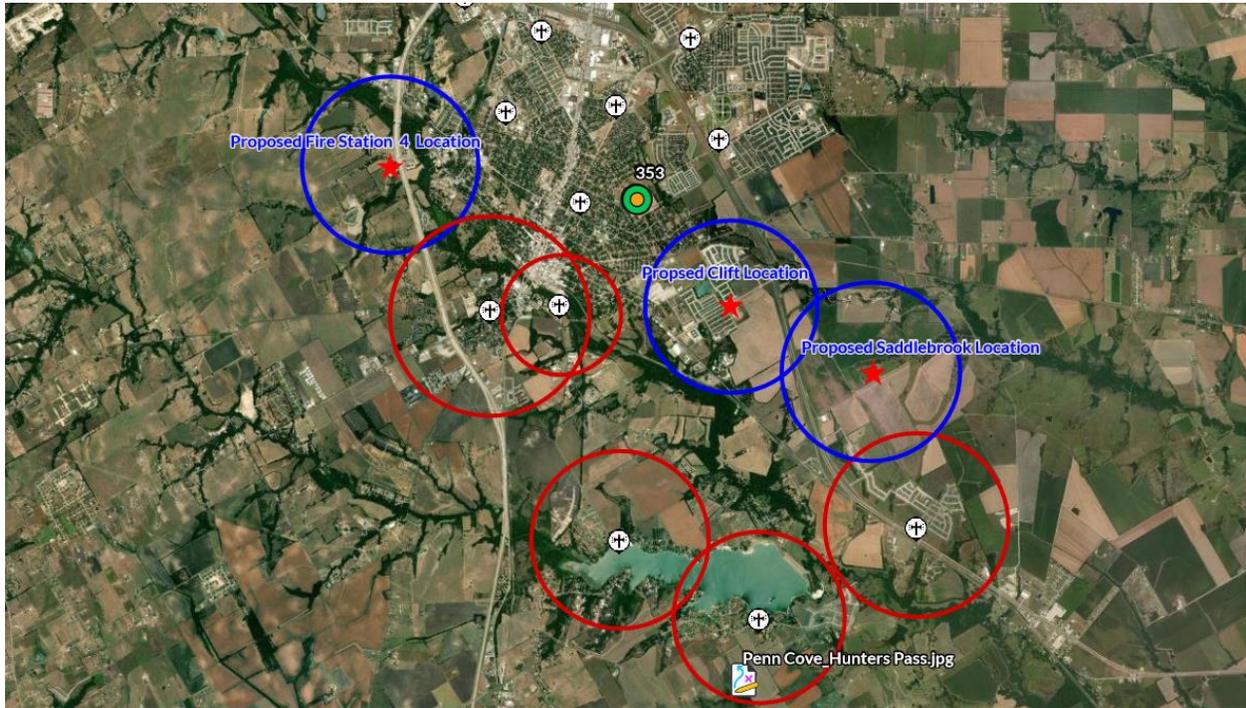
*J. Thomas Griffith*

Emergency Management Coordinator

630 Farley Street  
Waxahachie, TX 75119  
469-309-4417 Direct

**H.E.A.R.T.**

*Honor Ethics Accountability Respect Transparency*



**H.E.A.R.T.**

*Honor Ethics Accountability Respect Transparency*



**H.E.A.R.T.**

*Honor Ethics Accountability Respect Transparency*



**H.E.A.R.T.**

*Honor Ethics Accountability Respect Transparency*



**H.E.A.R.T.**

*Honor Ethics Accountability Respect Transparency*

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Appraisal board election      **Related Page(s)** Candidate Info

**Action  
Agenda Item**

**EXECUTIVE SUMMARY:** Kathy Rodrigue, Ellis County appraisal district chief appraiser, has delivered the ballot and candidate information for the appraisal board director nominees. Waxahachie ISD has 910 votes to cast in this election. Trustees can allocate the district’s votes in any manner that they desire (all for a single candidate or split between candidates). A candidate must have 834 votes to secure a spot on the appraisal board.

Due to changes in state law, this election is for a one-year term. A new state law takes effect on July 1, 2024 which will require a new election for staggered three-year terms.

**ATTACHMENTS:** Candidate Information and resolution casting votes

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:** Cast votes in election of Ellis County Appraisal Board of Directors election.

## 2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

*Rusty Ballard*

*Cornel Benford II*

*Travis Bruton*

*Walter Erwin*

*David Hurst*

*Rick Keeler*

*Sherron Mosley*

*Dani Muckleroy*

*Machanta Newson*

*George Ricks*

**Rusty Ballard** – Mr. Ballard was nominated by Ellis County. Mr. Ballard is a longtime resident of Ellis County and has lived primarily in the Forreton area for the past 40 years. Over the years Mr. Ballard has served the community in public office and city commissions for Ellis County and the City of Waxahachie. He received his Bachelor of Science degree in Criminal Justice from the University of Texas at Arlington and his Master of Science degree in Forensic Studies from Stevenson University. Mr. Ballard works as a claims investigator for CoventBridge Group LLC focusing on the insurance industry.

**Cornel Benford II** - Mr. Benford was nominated by the City of Glenn Heights. Mr. Benford earned his Bachelor of Science in Information Systems from DePaul University in Chicago. His career started in 2012 in California working for 3M. Since 2015 Mr. Benford began in the Pharmaceuticals Industry as a Primary Healthcare Representative I. Mr. Benford moved to Texas in 2017 and continued in the Healthcare arena as a Sales Representative at Pfizer, an Oncology Sales Representative for Ferring Pharmaceuticals, a Sales Representative at Romark Pharmaceuticals, and an ADHD Account Manager at Ironshore Pharmaceuticals. In 2022 Mr. Benford became a Solution Architect at Leica Biosystems.

**Travis Bruton** - Mr. Bruton was nominated by the City of Glenn Heights. Mr. Bruton earned his Bachelor of Business Administration in Finance at the University of Memphis and his Master of Business Administration at American Intercontinental University in Florida. His career started as an Accountant working with The ADT Corporation in Security Services in Florida. In 2013 Mr. Bruton moved to Texas to work with the Westwood Holding Group, followed by McKesson and Trinity Industries, Inc. as a Senior Accountant. In 2020, Mr. Bruton become the Principal Owner of Total Mortgage and Lending Solutions. He has served the City of Glenn Heights creating the first Youth Advisory Council and was elected in 2017 and 2021 as a City Councilman. He also served as the Vice Chair of the Small Cities Council with the National League of Cities.

**Walter Erwin** - Mr. Erwin was nominated by the City of Midlothian. Mr. Erwin has served on the Ellis Appraisal District Board of Directors as the Chairman of the Board of Directors in 2022 and 2023 and as a Member for a part of 2021. He was in the US Army Reserve from 1964-1971 while simultaneously earning his BBA from the University of Texas. From 1973-2018, he was the President and CEO of Erwin Distributing Co, Inc. DBA Wally's Party Factory while also founding Party Club of America and was co-owner/founder of Halloween and Party Expo, selling these businesses by 2018. Mr. Erwin remains the Managing Member of Erwin Properties, LP (I & II) and remains on the Ennis State Bank Board of Directors since 1985. He volunteered as the Vice-President of the Ennis Industrial Foundation in the 1970-80's and the Trinity River Authority of Texas from 1982-1993, serving as the President of their Board of Directors from 1991-1993.

**David Hurst** - Mr. Hurst was nominated by the City of Midlothian and Midlothian ISD. Mr. Hurst has served on the Ellis Appraisal District Board of Directors as a Member for a portion of 2023. He has been a resident of Ellis County since 1994. Mr. Hurst has been a licensed Texas Architect since September 1988 after graduating from the School of Architecture at the University of Texas. Professionally he has served as CEO for Integrated Builders from 2000-2008, Vice President of Southern Cross from 2009-2011 and is currently President of Falcon Construction Advisors. Mr. Hurst is the Former President and Chairman of the Board for Midlothian Economic Development Corporation.

## 2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

*Rusty Ballard*

*Cornel Benford II*

*Travis Bruton*

*Walter Erwin*

*David Hurst*

*Rick Keeler*

*Sherron Mosley*

*Dani Muckleroy*

*Machanta Newson*

*George Ricks*

**Richard (Rick) Keeler** - Mr. Keeler was nominated by the City of Midlothian. Mr. Keeler has served on the Ellis Appraisal District Board of Directors as a Member for 2022-2023. He has been a resident of Waxahachie since 1985, serving on the Waxahachie Planning and Zoning Commission as Chairman, on the City of Waxahachie Economic Development Commission and on the Steering Committee for the Waxahachie Economic Development Plan. He attended De Soto High School, received a BBA in Finance from Sam Houston State University and attended the School of Banking of the South at Louisiana State University. Professionally, Mr. Keeler has been with Options Real Estate Investments, Inc. since 1996, from 1981-1996 worked with Community and Commercial Banking and is a member of the Congress for the New Urbanism. He volunteers with Waxahachie Youth Baseball and the Waxahachie YMCA.

**Sherron Mosley** – Mr. Mosley was nominated by the City of Glenn Heights. He is a Real Estate Agent at JPAR-Arlington Real Estate and served as a Safety Officer at The Potter's House from 2017-2021. Mr. Mosley is a City Councilmember for the City of Glenn Heights.

**Dani Muckleroy** - Ms. Muckleroy was nominated by the City of Midlothian. Ms. Muckleroy has served on the Ellis Appraisal District Board of Directors as the Secretary for 2022-2023 and as a Member for a part of 2021. Ms. Muckleroy has been a resident of Ovilla for 28 years. She owned a retail gift shop in Duncanville for 14 years. She is a volunteer and supporter of several non-profit groups that meet the needs of marginal families with an emphasis on children. She has served on the Advisory Council of the Ellis County Salvation Army for 13 years and on the Board at Daniel's Den for one term. She presently serves, using her many years in accounting, on the Finance Committee of First United Methodist Church of Red Oak, understanding budgets and the reason for them. Ms. Muckleroy is a CASA volunteer and a mentor at Red Oak High School.

**Manchanta Newson** - Ms. Newson was nominated by the City of Glenn Heights. Ms. Newson earned her Bachelor of Social Work at Mississippi State University in 2003 and her Master of Science in Social Work in 2006 from the University of Tennessee. She started her career in 2006 as a Clinical Therapist and in 2007 moved into working in many different roles with the Department of Veterans Affairs, continuing currently as a Medical Foster Home Coordinator/Social Work Supervisor with the VA. Ms. Newson also is the Executive Director of Kennedy Kares in Glenn Heights and a Psychotherapist/Owner of Village Counseling & Consulting PLLC in Ovilla. She is a Licensed Clinical Social Worker in Texas and Tennessee and a Texas Board Approved Clinical Supervisor. Ms. Newson is a member of the Academy of Clinical Social Workers and an Active Member of the National Association of Social Workers. Ms. Newson has served as a City Councilmember for the City of Glenn Heights since 2017.

**George Ricks** - Mr. Ricks was nominated by the Midlothian ISD. Mr. Ricks graduated in 1977 with a Bachelor of Science in Chemical Engineering from the University of Oklahoma and in 1990 earned his Master of Business Administration from the University of Texas at Dallas. From 1977-2006 in Texas, he held positions including Petroleum Engineer, Sr. Drilling Engineer, Production Engineer, Contract Engineer, Sr. Engineering Specialist for companies such as Hunt Energy, Sunmark Exploration, May Petroleum, American Oil Partners, and Anadarko Petroleum Corporation. From 2007 to 2013, he was a Sr. Production Engineer for Reef Exploration, LP, and a Sr. Staff Operations Engineer for Pioneer Natural Resources from 2013-2019. Mr. Ricks retired in May of 2019.

TAXING UNIT: \_\_\_\_\_

Resolution No. \_\_\_\_\_

RESOLUTION OF **VOTES CAST** TO ELECT DIRECTORS FOR THE ELLIS  
APPRAISAL DISTRICT FOR THE YEARS 2024-2025\*

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the Ellis Appraisal District before December 15, 2023.

THEREFORE, the \_\_\_\_\_ submits the attached Official Ballot, as issued by the Chief Appraiser, stating the votes cast for candidates in the 2024-2025 Board of Directors' Election for the Ellis Appraisal District.

ACTION TAKEN this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in \_\_\_\_\_ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the Ellis Appraisal District.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_

\*This election is for 2024. SB2 becomes effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2024 to appoint five directors who will begin serving January 1, 2025.

In that election, two of these appointed directors will serve a term of one year and three will serve a term of three years. I am seeking counsel on how this will be determined, but do not have an answer yet. This is only to inform you, as I understand this new law, there will be another election in 2024.

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Lee Auvenshine

**Subject:** Approval of resolution authorizing the disposition and donation of surplus school buses to the City of Waxahachie      **Related Page(s)** Resolution



**EXECUTIVE SUMMARY:**

The Texas Education Code § 11.151(c) provides: “All rights and titles to the school property of the district, whether real or personal, shall be vested in the trustees and their successors in office. The trustees may, in any appropriate manner, dispose of property that is no longer necessary for the operations of the school district.”

The District owns two school buses which are no longer operable as motor vehicles and can no longer fulfill their originally intended purpose to transport school children. The District no longer needs these two school buses for educational purposes. The two school buses have no marketable value other than salvage scrap metal.

The City would like to make use of the school buses for use by the Waxahachie Fire Department for training purposes to practice potential life-saving measures involving school buses. The training envisioned by the WFD would enable it to better respond to a potential crisis involving a school bus within the City where all of the District’s schools are located.

The City’s acquisition of the school buses would alleviate the District of any burden to dispose of them. The Board has the authority by resolution to determine it is in the District’s best interests to donate the two school buses to the City for use by the WFD for training purposes.

BOARD PRIORITY GOALS		
X	<b>Priority #1</b>	<b>Student Growth</b>
X	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:**

Administration recommends approval of a resolution to designate two school buses as surplus property and donate them to the City of Waxahachie for use by the Waxahachie Fire Department for training purposes in accordance with the Texas Education Code § 11.151(c).

THE STATE OF TEXAS           §  
  §  
THE COUNTY OF ELLIS         §

**BOARD RESOLUTION AUTHORIZING DISPOSITION AND  
DONATION OF SURPLUS SCHOOL BUSES**

WHEREAS, the Texas Education Code § 11.151(c) provides: “All rights and titles to the school property of the district, whether real or personal, shall be vested in the trustees and their successors in office. The trustees may, in any appropriate manner, dispose of property that is no longer necessary for the operations of the school district.”

WHEREAS, the Waxahachie Independent School District (hereinafter “the District”) is the owner of two school buses which are no longer operable as motor vehicles and can no longer fulfill their originally intended purpose to transport school children.

WHEREAS, the Board of Trustees of the District has determined that the District no longer needs these two school buses for educational purposes.

WHEREAS, the two school buses have no marketable value other than salvage scrap metal.

WHEREAS, the City of Waxahachie (hereinafter “the City”) would like to make use of the school buses for use by the Waxahachie Fire Department (hereinafter “the WFD”) for training purposes to practice potential life-saving measures involving school buses.

WHEREAS, the training envisioned by the WFD would enable it to better respond to a potential crisis involving a school bus within the City where all of the District’s schools are located.

WHEREAS, the City’s acquisition of the school buses would alleviate the District of any burden to dispose of them.

WHEREAS, the Board of Trustees of the District has determined that it is in the District’s best interests to donate the two school buses to the City for use by the WFD for training purposes.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board of Trustees of the District does hereby authorize the President of the Board of Trustees (acting through the Superintendent of the District or his designee to the extent the President so elects), to designate the following two school buses as surplus property and donate them to the City in accordance with the Texas Education Code § 11.151(c):

- 2008 INTL – VIN 4DRBUFL78B540008 – Mileage 152,589 – blown engine
- 2010 INTL – VIN 4DRBUAAN6AB163511 – Mileage 162,817 – blown engine

BE IT FURTHER RESOLVED, that in connection with the foregoing resolution the President of the Board of Trustees is further authorized and directed, with the attestation of the Secretary of the Board of Trustees, to do such other acts and things and to execute such titles, agreements, letters, papers and other documents and instruments containing such terms and conditions as the President of the Board of Trustees may deem necessary or desirable, approval thereof to be conclusively presumed by such officer's execution thereof.

APPROVED BY THE WAXAHACHIE ISD BOARD OF TRUSTEES ON November 13, 2023 BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_; THEREFORE, BE IT SO ORDERED.

Adopted this 13<sup>th</sup> day of November, 2023.

WAXAHACHIE INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Dusty Autrey, President  
Board of Trustees

ATTEST:

By: \_\_\_\_\_  
John Rodgers, Secretary  
Board of Trustees

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Guaranteed Maximum Price – Hancock      **Related Page(s)** GMP Summary



**EXECUTIVE SUMMARY:**

To provide enrollment relief to Waxahachie High School and facilitate a Freshman Center in the former high school, a bond project in Proposition A included the expansion and renovation of the Hancock Center to house Coleman Junior High.

After tabulating the bid results from subcontractors, BTC has presented a guaranteed maximum price (GMP) on the Hancock renovations of \$25,255,000. The estimated construction cost stated in the bond for this project was \$25,600,000, so this project is right on budget at this time.

Approval of the GMP by the Trustees serves as the formal acceptance of the contracted amount and authority to proceed with construction.

**ATTACHMENTS:** GMP summary from BTC

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
X	<b>Priority #4</b>	<b>Financial Integrity</b>

**RECOMMENDATION:** Approve guaranteed maximum price for the construction of Hancock renovations and expansion from BTC in the amount of \$24,994,328.



<b>Waxahachie ISD - Coleman Junior High Expansion - Summation of Bids</b>	
Estimate Date: 10/25/2023	Bid Date: 10/25/2023
Proposed Subcontractors	\$ 21,585,240
Proposed Allowances	\$ 1,379,774
Proposed General Conditions/Fee	\$ 2,029,314
Proposed GMP Total	\$ 24,994,328
Accepted Alternates	\$ -
<b>PROPOSED GMP TOTAL INCLUDING ACCEPTED ALTERNATES \$ 24,994,328</b>	

00	General Conditions & Fee	
1	General Conditions	\$ 1,152,798
2	GL Insurance	\$ 132,470
3	Builder's Risk Insurance	\$ 54,988
4	Bonds	\$ 189,171
5	Fee	\$ 499,887

01	Allowances	
1	Owner Contingency	2.00% \$ 499,887
2	CM Contingency	2.00% \$ 499,887
3	Pier Reconciliation & Casing Allowance	\$ 100,000
4	City of Waxahachie Changes Allowances	\$ 130,000
5	Signage Allowance	\$ 50,000
6	Landscape & Irrigation Repair Allowance	\$ 100,000

01A	Construction Facilities & Temporary Services	Summation of all Work Required for Package	
			<b>\$ 656,182</b>
1	BTC (Fort Worth, TX)	Includes Estimated Cost of Work	\$ 656,182

02A	Demolition	Summation of all Work Required for Package	
			<b>\$ 311,691</b>
1	Trifecta Services Company (Spring Brance, TX)	Under Review	\$ 445,050
2	The Demo Company (Dallas, TX)	Under Review	\$ 311,691
3	Intercon Demolition (Wylie, TX)	Under Review	\$ 378,425
	BTC (Fort Worth, TX)	Proposal Package 02A.1 - Demolition Supplement	\$ 120,800

<b>03A</b>	<b>Cast-In-Place Concrete</b>	Summation of all Work Required for Package		<b>\$ 2,064,472</b>
1	Sizelove Construction (Euless, TX)	Under Review	\$	2,064,472
2	JDS Contractors (Grapevine, TX)	Under Review	\$	1,997,780
3	RTD (Dallas, TX)	Under Review	\$	1,895,690
4	Miller Sierra (Euless, TX)	Under Review	\$	2,353,455
	BTC (Fort Worth, TX)	Proposal Package 03A.1 - Cast-In-Place Concrete Supplement	\$	66,130

<b>03B</b>	<b>Concrete Floor Finishing</b>	Summation of all Work Required for Package		<b>\$ 66,035</b>
1	GCA Concrete Design (Round Rock, TX)	Under Review	\$	66,035
2	ACP Services (Grandview, TX)	Under Review	\$	64,725
3	Texas Bomanite (Dallas, TX)	Under Review	\$	103,291
4	Contractors Tile Plus (El Paso, TX)	Under Review	\$	141,909
5	GDA Contractors (Grand Prairie, TX)	Under Review	\$	36,640
6	One Source Commercial Flooring (Plano, TX)	Under Review	\$	81,572
7	Gomez Flooring (Dalls, TX)	Under Review	\$	71,268
	BTC (Fort Worth, TX)	Proposal Package 03B.1 - Concrete Floor Finishing Supplement	\$	24,540

<b>04A</b>	<b>Masonry</b>	Summation of all Work Required for Package		<b>\$ 1,518,756</b>
1	Artisan Masonry (Royse City, Texas)	Under Review	\$	1,754,220
2	M&M Masonry (Waco, TX)	Under Review	\$	1,355,099
3	Wilks Masonry (Fort Worth, TX)	Under Review	\$	1,413,550
4	Brazos Masonry (Waco, TX)	Under Review	\$	1,470,745
5	Vaden Plastering & Masonry (Fort Worth, TX)	Under Review	\$	1,518,756
6	J&E Companies (Grand Prairie, TX)	Under Review	\$	1,570,375
7	J&J Masonry (Fort Worth, TX)	Under Review	\$	1,682,733
	BTC (Fort Worth, TX)	Proposal Package 04A.1 - Masonry Supplement	\$	39,000

<b>05A</b>	<b>Structural Steel Framing</b>	Summation of all Work Required for Package		<b>\$ 1,577,835</b>
1	Fast Track Erectors (Irving, TX)	Incomplete Bid - Erection Only, No Material	\$	788,760
2	Basden Steel (Burleson, TX)	Under Review	\$	1,903,127
3	Steel Construction Services (Fort Worth, TX)	Under Review	\$	1,577,835
	BTC (Fort Worth, TX)	Proposal Package 05A.1 - Structural Steel Framing Supplement	\$	59,330

<b>05B</b>	<b>Decorative Metal Fabrications</b>	Summation of all Work Required for Package		<b>\$ 221,711</b>
1	VIVA Railings (Lewisville, TX)	Under Review	\$	221,711

<b>06A</b>	<b>Rough Carpentry</b>	Summation of all Work Required for Package		<b>\$ 58,670</b>
1	BTC (Fort Worth, TX)	Includes Estimated Cost of Work	\$	58,670

<b>06C</b>	<b>Architectural Woodwork</b>	Summation of all Work Required for Package		<b>\$ 253,788</b>
1	Phoenix Millwork (Alvin, TX)	Incomplete Bid	\$	240,396
2	The Rangel Group (Richland Hills, TX)	Under Review	\$	333,533
3	EGR Construction (Oklahoma City, OK)	Under Review	\$	253,788
4	Institutional Products (Albuquerque, NM)	Under Review	\$	282,964
5	Eureka Woodworks (Garland, TX)	Under Review	\$	288,045
	BTC (Fort Worth, TX)	Proposal Package 06C.1 - Architectural Woodwork Supplement	\$	11,350

<b>07A</b>	<b>Waterproofing</b>	Summation of all Work Required for Package		<b>\$ 446,887</b>
1	GDA Contractors (Grand Prairie, TX)	Under Review	\$	446,887
2	Republic Waterproofing & Restoration (Waco, TX)	Under Review	\$	272,305
3	Southwest Construction Services (Fort Worth, TX)	Under Review	\$	355,063
4	J&E Companies (Grand Prairie, TX)	Under Review	\$	224,799
	BTC (Fort Worth, TX)	Proposal Package 07A.1 - Waterproofing Supplement	\$	4,150

<b>07B</b>	<b>Spray-Applied Insulation</b>	Summation of all Work Required for Package		<b>\$ 77,708</b>
1	Alpha Insulation & Waterproofing (Lewisville, TX)	Under Review	\$	77,708
2	Texas Insulation (Houston, TX)	Under Review	\$	20,963
	BTC (Fort Worth, TX)	Proposal Package 07B.1 - Spray-Applied Insulation Supplement	\$	3,750

<b>07E</b>	<b>Roofing</b>	Summation of all Work Required for Package		<b>\$ 661,033</b>
1	Heritage One Roofing (Dallas, TX)	Under Review	\$	680,380
2	Longview Roofing (Longview, TX)	Under Review	\$	694,848
3	Cornerstone Roofing (Dallas, TX)	Under Review	\$	501,316
4	EFI Panels (Orchard, TX)	Under Review	\$	123,475
5	Paragon Roofing (Dallas, TX)	Under Review	\$	580,955
6	Premiere Roofing (Sherman, TX)	Under Review	\$	519,357
7	CBS Roofing Services (Denton, TX)	Under Review	\$	705,487
8	Progressive Roofing (Duncanville, TX)	Under Review	\$	609,222
9	Honey's Roofing (Waco, TX)	Under Review	\$	661,033
	BTC (Fort Worth, TX)	Proposal Package 07E.1 - Roofing Supplement	\$	29,280

<b>07H</b>	<b>Expansion Joint Cover Assemblies</b>	Summation of all Work Required for Package		<b>\$ 50,650</b>
1	BTC (Fort Worth, TX)	Includes Estimated Cost of Work	\$	50,650

<b>08A</b>	<b>Doors, Frames, and Hardware</b>	Summation of all Work Required for Package		<b>\$ 440,525</b>
1	Tex-Oma Builder's Supply (Wichita Falls, TX)	Under Review	\$	440,525
	BTC (Fort Worth, TX)	Proposal Package 08A.1 - Doors, Frames, and Hardware Supplement	\$	41,850

<b>08B</b>	<b>Door Installation</b>	Summation of all Work Required for Package		<b>\$ 106,030</b>
1	BTC (Fort Worth, TX)	Under Review	\$	106,030

<b>08C</b>	<b>Overhead Doors</b>	Summation of all Work Required for Package		<b>\$ 263,802</b>
1	OGD Equipment Co. (Fort Worth, TX)	Under Review	\$	306,519
2	DH Pace (Dallas, TX)	Under Review	\$	263,802
3	Tex-Oma Builders Supply (Wichita Falls, TX)	Under Review	\$	312,135
4	Johnson Eq (Dallas, TX)	Under Review	\$	97,635
	BTC (Fort Worth, TX)	Proposal Package 08C.1 - Overhead Doors Supplement	\$	9,910

<b>08D</b>	<b>Aluminum-Framed Entrances</b>	Summation of all Work Required for Package		<b>\$ 726,915</b>
1	Texas Commercial Glass Concepts (Weatherford, TX)	Under Review	\$	726,915
2	City Glass (Cleveland, TX)	Under Review	\$	675,665
3	DFW Glazing (Haltom City, TX)	Under Review	\$	778,165
	BTC (Fort Worth, TX)	Proposal Package 08D.1 - Aluminum-Framed Entrances Supplement	\$	41,540

<b>09A</b>	<b>Plaster Assemblies</b>	Summation of all Work Required for Package		<b>\$ 16,128</b>
1	BTC Plug ( )	Under Review	\$	16,128

<b>09B</b>	<b>Gypsum Board Assemblies</b>	Summation of all Work Required for Package		<b>\$ 1,196,845</b>
1	Walker Drywall (Fort Worth, TX)	Under Review	\$	1,264,495
2	Morris Drywall Systems (Tyler, TX)	Under Review	\$	1,254,245
3	J&E Companies (Grand Prairie, TX)	Under Review	\$	1,196,845
4	Vaden's Acoustics (Fort Worth, TX)	Under Review	\$	1,487,945
5	Denman Building Products (Amarillo, TX)	Under Review	\$	1,937,920
6	Mendoza Drywall & Painting (Dallas, TX)	Incomplete Bid	\$	1,130,745
	BTC (Fort Worth, TX)	Proposal Package 09B.1 - Gypsum Board Assemblies Supplement	\$	38,220

<b>09C</b>	<b>Tiling</b>	Summation of all Work Required for Package		<b>\$ 294,130</b>
1	JV Floor Installation (Brandon, TX)	Under Review	\$	263,304
2	Callaway's Carpet (Abilene, TX)	Under Review	\$	299,795
3	Contractors Tiles Plus (El Paso, TX)	Under Review	\$	490,291
4	Munoz Flooring (Dallas, TX)	Under Review	\$	294,130
5	One Source Commercial Flooring (Plano, TX)	Under Review	\$	348,313
6	Lifetime Commercial Flooring (Richardson, Tx)	Under Review	\$	343,782
	BTC (Fort Worth, TX)	Proposal Package 09C.1 - Tiling Supplement	\$	21,630

<b>09D</b>	<b>Wood Flooring</b>	Summation of all Work Required for Package	w/ 06C	<b>\$ -</b>
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09E	Resilient Flooring & Carpeting	Summation of all Work Required for Package		\$ 487,657
1	JV Floor Installation (Brandon, TX)	Under Review	\$	450,045
2	Callaway's Carpet (Abilene, TX)	Under Review	\$	487,657
3	Contractors Tiles Plus (El Paso, TX)	Under Review	\$	768,777
4	One Source Commercial Flooring (Plano, TX)	Under Review	\$	554,304
5	Munoz Flooring (Dallas, TX)	Under Review	\$	536,780
6	Lifetime Flooring Creations (Richardson, TX)	Under Review	\$	520,904
7	Gomez Floor Covering (Dallas, TX)	Under Review	\$	518,937
	BTC (Fort Worth, TX)	Proposal Package 09E.1 - Resilient Flooring & Carpeting Supplement	\$	79,940

09F	Resilient Athletic Flooring	Summation of all Work Required for Package		\$ 46,501
1	Ponder Company (Alt Product) (Dallas, TX)	Under Review	\$	60,043
2	Design Tech (Alt Product) ( )	Under Review	\$	40,568
3	Contractors Tiles Plus (El Paso, TX)	Under Review	\$	75,957
4	Z Floor (Lake Dallas, TX)	Under Review	\$	52,770
5	RFS Sports (Kemah, TX)	Under Review	\$	45,452
6	Dynamic Sports Construction (Leander, TX)	Under Review	\$	45,942
7	One Source Commercial Flooring (Plano, TX)	Under Review	\$	46,501
8	Lifetime Flooring Creations (Richardson, TX)	Under Review	\$	49,496
	BTC (Fort Worth, TX)	Proposal Package 09F.1 - Resilient Athletic Flooring Supplement	\$	2,250

<b>09H</b>	<b>Fluid-Applied Flooring</b>	Summation of all Work Required for Package		<b>\$ 17,686</b>
1	GCA Concrete Design (Round Rock, TX)	Under Review	\$	14,856
2	Johnson & Sons (Plano, TX)	Under Review	\$	17,686
3	Contractors Tile Plus (El Paso, TX)	Under Review	\$	18,810
4	Gomez Flooring (Dallas, TX)	Under Review	\$	9,210

<b>09K</b>	<b>Painting</b>	Summation of all Work Required for Package		<b>\$ 298,780</b>
1	Lydia Painting (Farmers Branch, TX)	Under Review	\$	301,870
2	American Painting (Fort Worth, TX)	Under Review	\$	298,780
3	JP Painting (Dallas, TX)	Under Review	\$	458,357
4	Jonsco (Carrollton, TX)	Under Review	\$	345,800
5	Posada's Painting (Dallas, TX)	Under Review	\$	250,868
	BTC (Fort Worth, TX)	Proposal Package 09K.1 - Painting Supplement	\$	14,130

<b>10A</b>	<b>Visual Display Boards</b>	Summation of all Work Required for Package		<b>\$ 63,683</b>
1	El Paso Automated (El Paso, TX)	Under Review	\$	67,900
2	Inter-Co (Katy, TX)	Under Review	\$	72,098
3	D10 Specialties (Irving, TX)	Under Review	\$	57,070
4	Spectrum Resource (Euleless, TX)	Under Review	\$	63,683

<b>10C</b>	<b>Signage</b>	Summation of all Work Required for Package		<b>\$ 29,437</b>
1	Architectural Sign Products (Kernersville, NC)	Under Review	\$	29,437
2	Casteel Signs (Dallas, TX)	Under Review	\$	19,624
3	Benchmark Signs (Weatherford, TX)	Under Review	\$	79,235
	BTC (Fort Worth, TX)	Proposal Package 10C.1 - Signage Supplement	\$	-

<b>10D</b>	<b>Toilet Compartments &amp; Accessories</b>	Summation of all Work Required for Package		<b>\$ 32,557</b>
1	American Commercial Specialties (Tampa, FL)	Under Review	\$	18,222
2	El Paso Automated (El Paso, TX)	Under Review	\$	45,459
3	Inter-Co (Katy, TX)	Under Review	\$	23,401
4	Unity-Healthcare (Conifer, CO)	Under Review	\$	15,608
5	D10 Specialties (Irving, TX)	Under Review	\$	26,660
6	Spectrum Resource (Euleess, TX)	Under Review	\$	32,557

<b>10G</b>	<b>Wall &amp; Door Protection</b>	Summation of all Work Required for Package		<b>\$ 16,500</b>
1	BTC (Fort Worth, TX)	Under Review	\$	16,500

<b>10H</b>	<b>Fire Protection Specialties</b>	Summation of all Work Required for Package		<b>\$ 11,072</b>
1	Allsource (Indianapolis, IN)	Under Review	\$	9,500
2	American Commercial Specialties (Tampa, FL)	Under Review	\$	10,087
3	Inter-Co (Katy, TX)	Under Review	\$	17,662
4	D10 Specialties (Irving, TX)	Under Review	\$	11,179
5	Spectrum Resource (Euleless, TX)	Under Review	\$	11,072
	BTC (Fort Worth, TX)	Proposal Package 10H.1 - Fire Protection Specialties Supplement	\$	1,930

<b>10I</b>	<b>Storage Specialties</b>	Summation of all Work Required for Package		<b>\$ 39,751</b>
1	EI Paso Automated (EI Paso, TX)	Under Review	\$	80,406
2	Inter-Co (Katy, TX)	Under Review	\$	58,408
3	Longhorn Locker Company (Venus, TX)	Under Review	\$	39,751

<b>10K</b>	<b>Awnings &amp; Canopies</b>	Summation of all Work Required for Package		<b>\$ 47,288</b>
1	AVAddek (Dallas, TX)	Under Review	\$	47,288
	BTC (Fort Worth, TX)	Proposal Package 10K.1 - Awnings & Canopies Supplement	\$	3,000

<b>10L</b>	<b>Flagpoles</b>	Summation of all Work Required for Package	<b>None in Project</b>	<b>\$ -</b>
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<b>11B</b>	<b>Residential Appliances</b>	Summation of all Work Required for Package		<b>\$ 24,000</b>
1	BTC (Fort Worth, TX)	Includes Estimated Cost of Work	\$	24,000

<b>11D</b>	<b>Audio Video Mounting Equipment</b>	Summation of all Work Required for Package		<b>\$ 70,007</b>
1	Delcom Group (Lewisville, TX)	Under Review	\$	70,007

<b>11E</b>	<b>Theatrical Equipment</b>	Summation of all Work Required for Package		<b>\$ 65,668</b>
1	Texas Scenic (Alt Product) (San Antonio, TX)	Under Review	\$	65,668
2	National Stage (Lorena, TX)	Under Review	\$	23,345
3	Mainstage Theatrical Supply (Includes Lights) (Pensacola, FL)	Under Review	\$	109,373
4	Gemini Light and Sound (Dallas, TX)	Under Review	\$	60,311
	BTC (Fort Worth, TX)	Proposal Package 11E.1 - Theatrical Equipment Supplement	\$	5,910

<b>12A</b>	<b>Window Treatments</b>	Summation of all Work Required for Package		<b>\$ 34,381</b>
1	Barber & Associates (Plano, TX)	Under Review	\$	23,498
2	Buffalo Contract (Dallas, TX)	Under Review	\$	20,722
3	Kenmark Interiors (Dallas, TX)	Under Review	\$	37,693
4	Capitol Blind & Drapery (Austin, TX)	Under Review	\$	34,381
5	Motorized Sun Solutions (Albuquerque, NM)	Under Review	\$	57,514

<b>12D</b>	<b>Laboratory Casework &amp; Equipment</b>	Summation of all Work Required for Package		<b>\$ 524,231</b>
1	Hallmark Casework (Richardson, TX)	Under Review	\$	524,231
2	Hardy Educational Solutions (Cat Spring, TX)	Under Review	\$	341,290
3	J&S Equipment (Richardson, TX)	Under Review	\$	417,880
	BTC (Fort Worth, TX)	Proposal Package 12D.1 - Laboratory Casework & Equipment Supplement	\$	7,500

<b>12E</b>	<b>Performing Arts Casework</b>	Summation of all Work Required for Package		<b>\$ 118,388</b>
1	Hardy Educational Solutions (Cat Spring, TX)	Under Review	\$	96,511
2	Wenger (Owatonna, MN)	Under Review	\$	118,388

<b>14B</b>	<b>Overhead Barrier Free Lifts</b>	Summation of all Work Required for Package		<b>\$ 76,673</b>
1	Guldmann (Tampa, FL)	Under Review	\$	76,673
2	Unity-Healthcare (Conifer, CO)	Under Review	\$	90,918
3	Home Elevator of Texas (Farmers Branch, TX)	Under Review	\$	69,168

<b>21A</b>	<b>Fire Suppression Systems</b>	Summation of all Work Required for Package		<b>\$ 757,772</b>
1	RES (Crandall, TX)	Under Review	\$	757,772
2	Security Fire Systems (Coppell, TX)	Under Review	\$	678,081
	BTC (Fort Worth, TX)	Proposal Package 21A.1 - Fire Suppression Systems Supplement	\$	8,750

<b>22A</b>	<b>Plumbing Systems</b>	Summation of all Work Required for Package		<b>\$ -</b>
1	()		\$	-

<b>23A</b>	<b>HVAC Systems</b>	Summation of all Work Required for Package		<b>\$ -</b>
1	Modern Mechanical (Dallas, TX)	Under Review	\$	1,435,755
2	K Corp (Fort Worth, TX)	Under Review	\$	2,616,245
3	Dallas Mechanical Group (Dallas, TX)	Under Review	\$	1,818,080
4	John Cook & Assoc (Balch Springs, TX)	Under Review	\$	1,826,793
5	Capstone Mechanical (Waco, TX)	Under Review	\$	2,182,673
6	P&E Mechanical (Waco, TX)	Under Review	\$	2,157,089
7	NTD Mechanical (Garland, TX)	Under Review	\$	1,918,223

<b>23B</b>	<b>Test, Adjust, &amp; Balance</b>	Summation of all Work Required for Package		<b>\$ 43,380</b>
1	Complete System Balance (Rockwall, TX)	Under Review	\$	43,380
2	Airadigm Solutions (Southlake, TX)	Under Review	\$	26,498
3	Elite TAB (Arlington, TX)	Under Review	\$	28,035

<b>23C</b>	<b>Plumbing &amp; HVAC Combo</b>	Summation of all Work Required for Package		<b>\$ 3,435,238</b>
1	LPI (Waco, TX)	Under Review	\$	3,435,238
	BTC (Fort Worth, TX)	Proposal Package 23C.1 - Plumbing & HVAC Combo Supplement	\$	66,110

<b>26A</b>	<b>Electrical Systems</b>	Summation of all Work Required for Package		<b>\$ 2,657,612</b>
1	Amber Electric (Irving, TX)	Under Review	\$	2,657,612
2	Able Electric (Dallas, TX)	Under Review	\$	3,013,820
	BTC (Fort Worth, TX)	Proposal Package 26A.1 - Electrical Systems Supplement	\$	26,820

<b>27A</b>	<b>Structured Cabling</b>	Summation of all Work Required for Package		<b>\$ 138,490</b>
1	Advanced Connections (Carrollton, TX)	Under Review	\$	138,490
2	Wachter, Inc. (Grand Prairie, TX)	Under Review	\$	205,215
3	CMC Network Solutions (Plano, TX)	Under Review	\$	119,568
4	J&L Technology Group (Mabank, TX)	Under Review	\$	100,250
5	Air Jet Communications (Arlington, TX)	Under Review	\$	86,524

<b>27B</b>	<b>Audio-Video Communications</b>	Summation of all Work Required for Package		<b>\$ 361,785</b>
1	Delcom Group (Lewisville, TX)	Under Review	\$	361,785
2	Broadcast Works (Bullard, TX)	Under Review	\$	424,740

<b>27C</b>	<b>Public Address Systems</b>	Summation of all Work Required for Package		<b>\$ 105,628</b>
1	Communication Concepts (Haltom City, TX)	Under Review	\$	105,628

<b>27D</b>	<b>Emergency Responder Radio Enhancement System</b>	Summation of all Work Required for Package		<b>\$ 80,453</b>
1	SpeakEZ (Sugar Land, TX)	Under Review	\$	80,453
2	CSLS (Boca Raton, FL)	Under Review	\$	48,881
3	Pier Con Solutions (Houston, TX)	Under Review	\$	89,257

<b>28A</b>	<b>Electronic Safety &amp; Security</b>	Summation of all Work Required for Package		<b>\$ 169,330</b>
1	CMC Network Solutions (Plano, TX)	Under Review	\$	5,463
2	BAT Security (Waxahachie, TX)	Under Review	\$	163,867
3	BAT & CMC (Combo) ( )	Under Review	\$	169,330

<b>28B</b>	<b>Fire Detection &amp; Alarm</b>	Summation of all Work Required for Package		<b>\$ 255,852</b>
1	Century Fire Protection (Fort Worth, TX)	Under Review	\$	154,748
2	Advanced Systems Alarm Services (Tyler, TX)	Under Review	\$	220,702
3	Texas Fire & Cabling Services (Cleburne, TX)	Under Review	\$	255,852
4	Firetrol Protection Systems (Dallas, TX)	Under Review	\$	588,930
5	Communication Concepts (Haltom City, TX)	Under Review	\$	276,046

<b>31A</b>	<b>Earthwork</b>	Summation of all Work Required for Package		<b>\$ 260,587</b>
1	Tri Dal Excavation (Southlake, TX)	Incomplete Bid	\$ 206,646	
2	RPMx (McKinney, TX)	Under Review	\$ 260,587	
3	AMS Company (Cleburne, TX)	Under Review	\$ 277,000	
	BTC (Fort Worth, TX)	Proposal Package 31A.1 - Earthwork Supplement	\$ 59,700	

<b>31B</b>	<b>Termite Control</b>	Summation of all Work Required for Package		<b>\$ 3,460</b>
1	Texoma Pest Management (Whichita Falls, TX)	Under Review	\$ 3,460	
2	Finley Pest (Arlington, TX)	Under Review	\$ 4,787	

<b>32C</b>	<b>Pavement Markings</b>	Summation of all Work Required for Package		<b>\$ -</b>
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<b>32H</b>	<b>Irrigation &amp; Landscape</b>	Summation of all Work Required for Package	See Allowance	<b>\$ -</b>
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<b>33A</b>	<b>Site Utilities</b>	Summation of all Work Required for Package		<b>\$ 301,600</b>
1	Circle H Contractors (Midlothian, TX)	Under Review	\$ 301,600	
2	Maddox Construction (Weatherford, TX)	Under Review	\$ 334,400	
	BTC (Fort Worth, TX)	Proposal Package 33A.1 - Site Utilities Supplement	\$ 7,500	

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023      **Presented By:** Ryan Kahlden

**Subject:** Contractors for Bond Projects      **Related Page(s)** Evaluation sheet

**Action  
Agenda Item**

**EXECUTIVE SUMMARY:**

The district has awarded construction manager at risk (CMAR) contacts to Buford-Thompson Construction (BTC) for the construction of Elementary #10, Wilemon STEAM Academy, and the Hancock renovations and expansion only. Upon recommendation of Trustees, the district did a second solicitation for the remaining projects.

The district received five responses from contractors to our solicitation. The intent of the solicitation was to create a pool of contractors for the remaining 2023 Bond Projects from which Trustees could award projects. Based on the responses received, and interviews conducted by Trustees, the contractors are ranked as follows:

	Remaining Proposition A Projects	Remaining Proposition B Project
1	BTC	Pogue
2	Pogue	Core
3	Core	Christman
4	Christman	BTC
5	Berry and Clay	Berry and Clay

At this time, the Trustees can choose to follow these rankings and award the remaining proposition A projects (Finley expansion, Howard expansion, and elementary #11) to BTC and the proposition B project (comprehensive high school #2) to Pogue, or the Trustees can make a different award.

**ATTACHMENTS:** RFP Evaluation with Board interviews

		BOARD PRIORITY GOALS
	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
X	Priority #4	Financial Integrity

**RECOMMENDATION:** Board award CMAR contracts for remaining 2023 Bond projects

## WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

Evaluation of responses to RFP#-CMAR Pool Bond Projects

Date of Evaluation: October 30, 2023

Persons doing evaluation: Ryan Kahlden  
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Respondents	20 points Firm Experience	10 points Project Management	20 points Proposed Timeline	15 points Fee Proposal	5 points Prior Relationship	Administrative Point Subtotal	Ranking Prop A Projects	Weighted Score	Ranking Prop A Projects	Weighted Score	Total Prop A Projects	Total Prop B Projects
Core Construction	19	10	20	17	0	66	3	30	4	40	96	106
Pogue Construction	18	10	20	20	0	68	4	40	5	50	108	118
Berry & Clay	17	9	20	16	0	62	1	10	1	10	72	72
BTC	18	10	20	19	5	72	5	50	2	20	122	92
Christman	18	7	20	18	2	65	2	20	3	30	85	95

# Proposition A Projects

Five respondents; four interviews

- One contractor withdrew before interviews

Three Trustee interview panel with two district staff members and AGCM representative.

Good engagement and feedback from Trustees

Committee Rankings

- Buford-Thompson Construction (BTC)
- Pogue Construction
- Core Construction
- Christman
- Berry & Clay

# Proposition B Projects

Five respondents; four interviews

- One contractor withdrew before interviews

Three Trustee interview panel with two district staff members and AGCM representative.

Good engagement and feedback from Trustees

BTC stated that they were willing to accept the comprehensive high school project, if awarded by the board, but they would prefer to focus on the Proposition A projects.

Committee Rankings

- Pogue Construction
- Core Construction
- Christman
- Buford-Thompson Construction (BTC)
- Berry & Clay

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023 **Presented By:** Members of the Naming Committee

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**Subject:** Naming Elementary #10 **Related Page(s)** n/a

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# Action Agenda Item

**EXECUTIVE SUMMARY:**

Members of the Waxahachie ISD Naming Committee will be in attendance to present their recommendations for the name of Elementary #10 to the Board of Trustees. The committee’s recommendation is as follows:

- Elementary #10 – Jimmie Ray Elementary School

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** November 13, 2023 **Presented By:** Members of the Naming Committee

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**Subject:** Naming Elementary #11 **Related Page(s)** n/a

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## Action Agenda Item

**EXECUTIVE SUMMARY:**

Members of the Waxahachie ISD Naming Committee will be in attendance to present their recommendations for the name of Elementary #11 to the Board of Trustees. The committee’s recommendation is as follows:

- Elementary #10 – Frankilou Jett Elementary School

		BOARD PRIORITY GOALS
	<b>Priority #1</b>	<b>Student Growth</b>
	<b>Priority #2</b>	<b>Honor and Support Staff</b>
X	<b>Priority #3</b>	<b>Community and Stakeholder Relationships</b>
	<b>Priority #4</b>	<b>Financial Integrity</b>