



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, May 13, 2024

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, May 13, 2024, 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. OATH OF OFFICE.
 - A. Oath of Office for board members elected at the May 4, 2024, election.
- III. 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. Pursuant to sections 551.071 and 551.074, Texas Government Code, discussions regarding report concerning Superintendent and consultation with Board's counsel regarding legal and procedural matters related to same.
 - D. Deliberation regarding security devices, personnel deployment, or security audits. Gov't Code 551.076.
 - E. Consulting privately with the board's attorney concerning contemplated litigation. Gov't Code 551.071.
- IV. RECONVENE TO OPEN SESSION.
 - A. Invocation and Pledges of Allegiance to the American and Texas Flags.
 - B. Recite Vision and Core Values.
- V. OPEN FORUM: Hearing of individuals or committees.**
- VI. ORGANIZATION OF THE BOARD OF TRUSTEES.
 - A. Election of Board President, Vice President, and Secretary as required by WISD Board Policy BDAA (Legal) & (Local).
- VII. RECOGNITIONS.* 4
- VIII. REPORTS.
 - A. Superintendent's Report. 5
 - B. Informational Bond 2023 construction update. 10
 - C. Informational report on WISD's Balanced Scorecard: Priority 4-Financial Integrity. 11

	D. Informational report on the Annual Investment report and strategies (First Review).	22
	E. Informational quarterly demographic update report.	50
IX.	CONSENT AGENDA.	
	A. Consideration and approval of minutes from previous meetings.	69
	B. Consideration and approval of monthly bid reports, purchase orders requiring board approval, and proposed budget amendments.	75
	C. Consideration and approval of monthly financial reports that include cash position, revenue reports, budget summary, and tax collection reports.	80
	D. Informational report on the maintenance department's work orders.	102
	E. Informational report regarding monthly student attendance, student discipline, student drug offenses and drug prevention measures.	104
	F. Informational report on the transportation department.	113
	G. Consideration with possible action to approve the renewal of membership in Walsh, Gallegos, Kyle, Robinson & Roalson, P.C. retainer program at a cost of \$1,000.	129
	H. Consideration with possible action to approve a resolution for erate funding projects for the 2024-2025 funding year.	144
	I. Consideration with possible approval of an agreement with Geotex Engineering to provide materials testing and observation services at the Hancock Building expansion.	147
	J. Consideration with possible approval of a Memorandum of Understanding with Texas Reading Academies.	161
	K. Consideration with possible approval for the two winning Student Space Experiment Projects (SSEP) teams to travel to Florida to view the launch of their experiments.	166
	L. Consideration with possible approval of a contract with TK Elevator for service and maintenance of all district elevators.	167
	M. Consideration with possible approval for Destination Imagination student travel.	185
	N. Consideration with possible approval of new and/or modified positions.	186
	O. Consideration with possible action to appoint school marshals who have been certified as eligible by the Texas Commission on Law Enforcement pursuant to WISD Board Policy CKEB (Legal) and Section 37.0811 of the Texas Education Code.	188
	P. Consideration with possible action to approve the installation of replacement air conditioners for Coleman Junior High at a price not to exceed \$1,187,450.	189
	Q. Consideration with possible action to approve a contract with Texas Fire & Cabling Services, LLC. for upgraded fire alarm systems at a price not to exceed \$930,705.	203
	R. Consideration with possible action to approve the 2024-2025 TEKS certification as required by Texas Education Code §31.004.	216
	S. Consideration with possible action to approve engagement with Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC for an audit of the 2023-2024 fiscal year.	241
	T. Consideration with possible action to approve a memorandum of understanding with the Ellis County Juvenile Board for the continued operation of the Ellis County Juvenile Justice Alternative Education Program (JJAEP) for the 2024-2025 school year.	248
X.	ACTION ITEMS.	

- A. Consideration with possible action to approve the Distinguished Math Teacher proposal as presented. 272
- B. Consideration with possible action to approve the purchase of science materials for grades K-12 and CTE course materials as part of Proclamation 2024. 278

XI. 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.

XII. 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: May 13, 2024 **Presented By:** Jenny Bridges

Subject: Recognitions **Related Page(s)** _____

**Informational
Agenda Item**

EXECUTIVE SUMMARY:

Pledge students – TBD

We will recognize the following:

- VASE students who competed at State
- CTE students who competed at State
- Students who showed at the Ellis County Expo
- DI students who are competing at the DI Global Competition in May
- DI Community Sponsors
- Outgoing Trustees John Rodgers and Melissa Starnater

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

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **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 enrollment and attendance for the month of April 2024
- An overview of Dr. Averett and Mrs. Mott's weekly check-in meetings with principals
- Other items relevant to leadership and learning in WISD

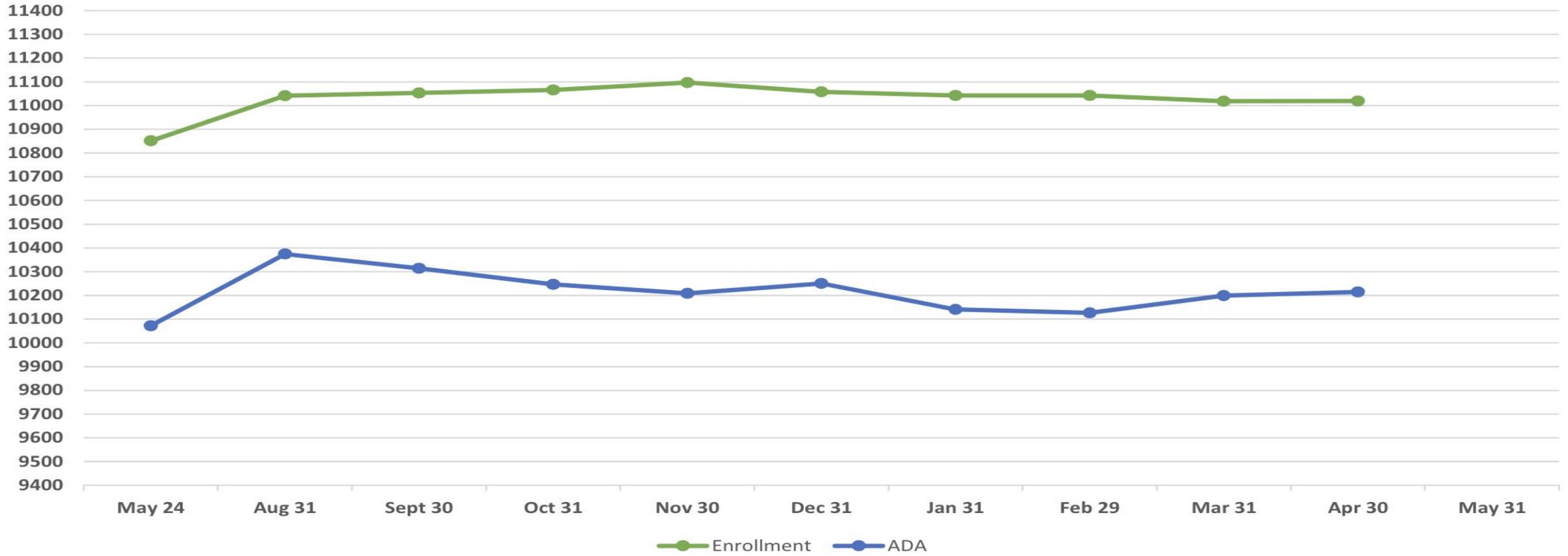


Superintendent's Report

Monday, May 13, 2024

Dr. Jerry Hollingsworth

Waxahachie ISD Monthly Enrollment and ADA 2023-2024 School Year



Date	May 24	Aug 31	Sept 30	Oct 31	Nov 30	Dec 31	Jan 31	Feb 29	Mar 31	Apr 30	May 31
Enrollment	10851	11041	11053	11066	11097	11058	11042	11042	11018	11019	
ADA	10072.26	10374.17	10314.56	10246.39	10208.76	10250.78	10141.08	10126.44	10198.99	10214.52	
% in Attendance	95.23%	96.36%	95.36%	94.83%	94.50%	94.96%	93.98%	93.92%	94.92%	95.31%	

Elementary Totals

for Principals
'23-'24



Walkthroughs
with Feedback

1606

Instructional
Sweeps

231

Presence in
PLCs

298



Secondary Totals

for Principals
'23-'24



Walkthroughs with Feedback



**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Stephen Mott

Subject: Bond 2023 Construction Update **Related Page(s)** 1



EXECUTIVE SUMMARY:

Monthly Bond 2023 Construction Update

		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

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Balanced Scorecard Priority 4 Update **Related Page(s)** _____



EXECUTIVE SUMMARY:

Ryan Kahlden will present the balanced scorecard update for Priority 4, Financial Integrity.

ATTACHMENTS:

None

		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 Balanced Scorecard Report

Priority 4: Financial Integrity



Priority 4 Performance Objectives

<u>Priority 4: Financial Integrity</u>	4.1 Ensure financial stewardship and transparency
	4.2 Develop and deploy coherent facility management processes to address student growth
	4.3 Ensure effective and efficient operations with transparency



4.1 Ensure financial stewardship and transparency

Key Strategic Actions

4.1.A. Create adopted budget to actual expenditures quarterly comparison

4.1.B Enhance clarity and transparency regarding the budget development process

4.1.C Update and deploy annual budget development calendar

4.1.D Develop and deploy 10 year expenditure projection plan



Performance Objective 4.1.A-D

- Calculated and distributed budget utilization report in March (utilization through March).
- Updated websites with relevant information to maintain Debt and Traditional Finances Transparency Stars.
- Reconciling expenditure projection plan with athletics
 - Goal is to finalize and post this school year.



4.2 Develop and deploy coherent facility management processes to address student growth

Key Strategic Actions

4.2.A Develop and sustain long range facilities plan

4.2.B Develop and deploy long range (10+ year) plan for facilities

4.2.C Develop and sustain bond oversight committee



Performance Objectives 4.2.A-C

- Currently visiting each campus to inspect each system. A report on each campus to detail current condition and recommended actions will be prepared during this fiscal year.
- Quarterly demographics report received in April 2024; working to schedule next quarterly update with board meeting schedule
- Bond Oversight Committee continues to hold quarterly meetings
 - Meeting minutes posted on website
 - Committee members took a tour of Jimmie Ray Elementary at May 7 meeting
 - Next meeting scheduled for Tuesday, August 6, 2024



WAXAHACHIE ISD 10 YEAR FACILITY PROJECTION WITH DEMOGRAPHIC INFORMATION

SCHOOL DESIGN STANDARDS	
ELEMENTARY.....	800
JUNIOR HIGH.....	1,200
HIGH SCHOOL.....	3,200

Project	Approx. Cost	Phase 2 Bond Election												
		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033			
Jimmy Ray Elementary (Saddlebrook)	41,841,867	Construct Ray ES	Open Ray ES											
Franklino Jett Elementary (To be determined)	41,841,867		Construct Jett ES	Open Jett ES										
Wilemon STEAM Academy	53,638,648	Construct WSA	Open WSA											
Future Elementary #12							Construct ES#12	Open ES #12						
Future Elementary #13										Construct ES #13	Open ES #13			
Junior High Campus #4									Design & Construct JH #4	Open JH #4				
Hancock Expansion and Renovations to house Coleman Junior High School	29,420,520	Construct Renovations to Hancock	Open Hancock (CJH)											
Finley Renovations and Expansion (Library, dining, kitchen, and administration)	15,592,015		Design & Construct Finley Renovations	Open Finley JH										
Howard Renovations and Expansion (add 4 classrooms to campus)	4,949,196		Design & Construct Howard Renovations	Open Howard JH										
Comprehensive High School #2	322,072,031		Design & Construct Comprehensive High School #2	Open CHS #2										
Athletic renovations to Waxahachie High School							Construct renovations at WHS	Open Athletic Renovations						
Land	5,000,000	Research & Identify Land	Purchase land for future sites											
Transportation Facility Expansion							Design & Construct Transportation Expansion	Open Transportation Expansion						
Existing Campus Repairs & Improvements		Repairs & Renovation work being performed by type to achieve maximum cost efficiencies across all campuses.												
DEMOGRAPHIC PROJECTIONS														
ELEMENTARY ENROLLMENT		5,132	5,531	5,853	6,157	6,489	6,844	7,193	7,552	7,917	8,269			
JUNIOR HIGH ENROLLMENT		2,426	2,518	2,641	2,766	3,066	3,250	3,304	3,449	3,624	3,821			
HIGH SCHOOL ENROLLMENT		3,587	3,721	3,838	3,888	3,980	4,162	4,479	4,742	4,951	5,180			
TOTAL DISTRICT ENROLLMENT (EXPECTED)		11,145	11,770	12,332	12,909	13,535	14,256	14,976	15,743	16,492	17,270			



4.3 Ensure effective and efficient operations with transparency

Key Strategic Actions

4.3.A Develop Key Work processes [Spring 2024]

4.3.B Develop budget skills in all budget managers

4.3.C Support Services maintains accurate information regarding projects and work orders



Performance Objectives 4.3.A-C

- Internal customer satisfaction survey closed before Thanksgiving break
 - Business office staff to review results and work to improve where necessary
- Conducting financial trainings for non-business office staff
 - Good attendance at each training
- Support services continues to analyze work order trends to ensure they are timely responding to work orders and have necessary parts on hand for common issues.



Next Steps....

August 2024: Priority 1.1 and 1.3 report



**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Annual Investment Report **Related Page(s)** 27

**Report
Agenda Item**

EXECUTIVE SUMMARY:

Annual Investment Report, CDA(Local) and CDA(Legal) are presented for Board review as required under Chapter 2256 of Texas Government Code.

Review of reports/policies in May, followed by Board approval in June. The administration does not recommend any changes to policy at this time.

ATTACHMENTS:

Annual Investment Report

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

**WISD ANNUAL INVESTMENT REPORT FOR POOL TRANSACTIONS
PERIOD 5/1/2023 - 4/30/2024**

Beginning	Balance:	FIRST PUBLIC	INVESTMENTS	DISBURSEMENTS	INCOME EARNED	AVE. MONTHLY
Beginning	Balance:	TEX POOL				INTEREST RATE
MONTH	FUND	POOL	INVESTMENTS	DISBURSEMENTS	INCOME EARNED	INTEREST RATE
MAY 23	G/O	FIRST PUBLIC	\$2,199,342.92	-\$14,430,806.96	\$181,927.21	5.0400
MAY 23	G/O	TEX POOL	\$4,000,000.00	\$0.00	\$ 12,580.49	4.9800
JUNE 23	G/O	FIRST PUBLIC	\$4,328,540.80	-\$12,166,537.23	\$ 138,647.82	5.0800
JUNE 23	G/O	TEX POOL	\$0.00	\$0.00	\$20,873.27	5.0500
JULY 23	G/O	FIRST PUBLIC	\$3,876,393.44	-\$8,842,056.26	\$ 112,419.24	5.1200
JULY 23	G/O	TEX POOL	\$0.00	\$0.00	\$21,956.34	5.1000
AUG 23	G/O	FIRST PUBLIC	\$3,780,099.33	-\$5,636,064.74	\$ 89,312.92	5.3000
AUG 23	G/O	TEX POOL	\$0.00	\$0.00	\$22,830.84	5.3000
SEPT 23	G/O	FIRST PUBLIC	\$13,403,137.21	-\$11,084,672.49	\$ 82,685.58	5.3200
SEPT 23	G/O	TEX POOL	\$0.00	\$0.00	\$22,265.19	5.3200
OCT 23	G/O	FIRST PUBLIC	\$9,510,557.24	-\$10,930,370.59	\$ 98,599.02	5.3200
OCT 23	G/O	TEX POOL	\$0.00	\$0.00	\$23,268.96	5.3600
NOV 23	G/O	FIRST PUBLIC	\$7,838,358.43	-\$9,824,304.65	\$ 84,122.58	5.3500
NOV 23	G/O	TEX POOL	\$0.00	\$0.00	\$22,677.99	5.3700
DEC 23	G/O	FIRST PUBLIC	\$7,746,447.45	-\$12,269,678.58	\$ 72,901.79	5.3500
DEC 23	G/O	TEX POOL	\$0.00	\$0.00	\$23,524.50	5.3700
JAN 24	G/O	FIRST PUBLIC	\$36,866,212.90	-\$10,343,892.30	\$158,271.42	5.3400
JAN 24	G/O	TEX POOL	\$0.00	\$0.00	\$23,526.21	5.3500
FEB 24	G/O	FIRST PUBLIC	\$15,229,421.71	-\$9,717,166.60	\$211,352.47	5.3300
FEB 24	G/O	TEX POOL	\$0.00	\$0.00	\$22,024.01	5.3300
MARCH 24	G/O	FIRST PUBLIC	\$2,502,636.37	-\$ 10,009,871.99	\$203,771.43	5.3300
MARCH 24	G/O	TEX POOL	\$0.00	\$0.00	\$23,602.44	5.3100
APRIL 24	G/O	FIRST PUBLIC	\$4,935,975.85	-\$9,239,204.86	\$170,303.10	5.3200
APRIL 24	G/O	TEX POOL	\$0.00	\$0.00	\$22,936.25	5.3100
			\$116,217,123.65	-\$124,494,627.25	\$1,866,381.07	12 MO. AVG. =5.264
Beginning	Balance	FIRST PUBLIC	\$23,888,104.00			
MAY 23	I&S	FIRST PUBLIC	\$108,076.01	\$0.00	\$102,535.82	5.0400
JUNE 23	I&S	FIRST PUBLIC	\$138,792.69	\$0.00	\$101,050.04	5.0800
JULY 23	I&S	FIRST PUBLIC	\$100,612.26	\$0.00	\$106,062.82	5.1200
AUG 23	I&S	FIRST PUBLIC	\$88,331.23	-\$10,748,675.00	\$77,971.54	5.3000
SEPT 23	I&S	FIRST PUBLIC	\$54,379.70	-\$170,000.00	\$60,375.23	5.3200
OCT 23	I&S	FIRST PUBLIC	\$2,744.15	\$0.00	\$62,887.92	5.3200
NOV 23	I&S	FIRST PUBLIC	\$879,720.63	\$0.00	\$62,036.51	5.3500

**WISD ANNUAL INVESTMENT REPORT FOR POOL TRANSACTIONS
PERIOD 5/1/2023 - 4/30/2024**

MARCH 24	CORP PLUS SCH	FIRST PUBLIC	\$0.00	\$0.00	\$4,175.48	5.4900
APRIL 24	CORP PLUS SCH	FIRST PUBLIC	\$0.00	\$0.00	\$4,044.16	5.4700
			\$0.00	-\$22,500.00	\$48,714.11	12 MO. AVG = 5.501

AVERAGE RATE OF PORTFOLIO FOR PERIOD OF 5/1/2023 - 4/30/2024: 5.327

AVERAGE RATE OF 91-DAY US TREASURY BILL FOR PERIOD OF 5/1/2023 - 4/30/2024: 5.248

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SUMMARY OF THE DISTRICT'S INVESTMENTS FOR PERIOD OF 5/1/2023 THRU 4/30/2024.

RYAN KAHLDEN, CFO _____ Date _____

WENDY ROSS, DIRECTOR OF ACCOUNTING _____ Date _____

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment Authority

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

**Approved
Investment
Instruments**

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

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

Safety

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

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

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

Investment Management

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

Liquidity and Maturity

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

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

Diversity

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

Monitoring Market Prices

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

Monitoring Rating Changes

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

Funds/Strategies

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

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Safekeeping and Custody The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

Sellers of Investments Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

Soliciting Bids for CDs In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

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

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

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

Annual Review

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

Annual Audit

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

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

"Eligible entity" means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

"Eligible project" has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov't Code 2256.0207(a)

Corporate Bond

"Corporate bond" means a senior secured debt obligation issued by a domestic business entity and rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov't Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training

Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial

Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing

The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

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If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.
Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of Governmental Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

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pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

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Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

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In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

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Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

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and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

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**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

**Business
Organization**

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Demographics Update Q4 2024 **Related Page(s)** Demographic Report



EXECUTIVE SUMMARY:

Ryan Kahlden will discuss the most recent quarterly demographic update report.

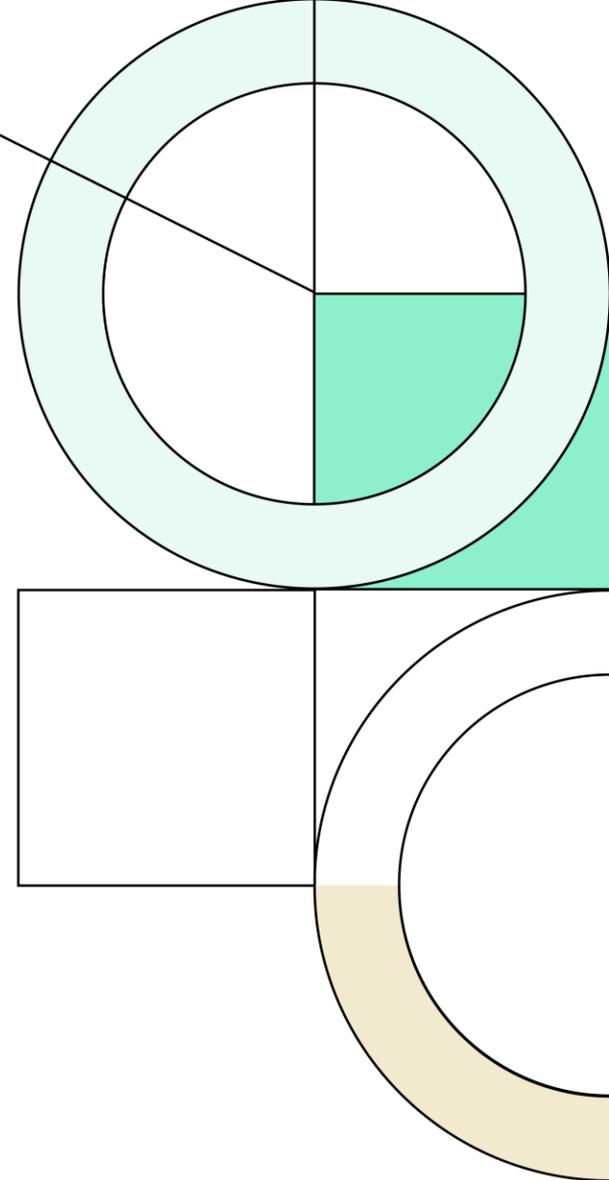
ATTACHMENTS:

Demographic update report

		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
Independent
School
District**



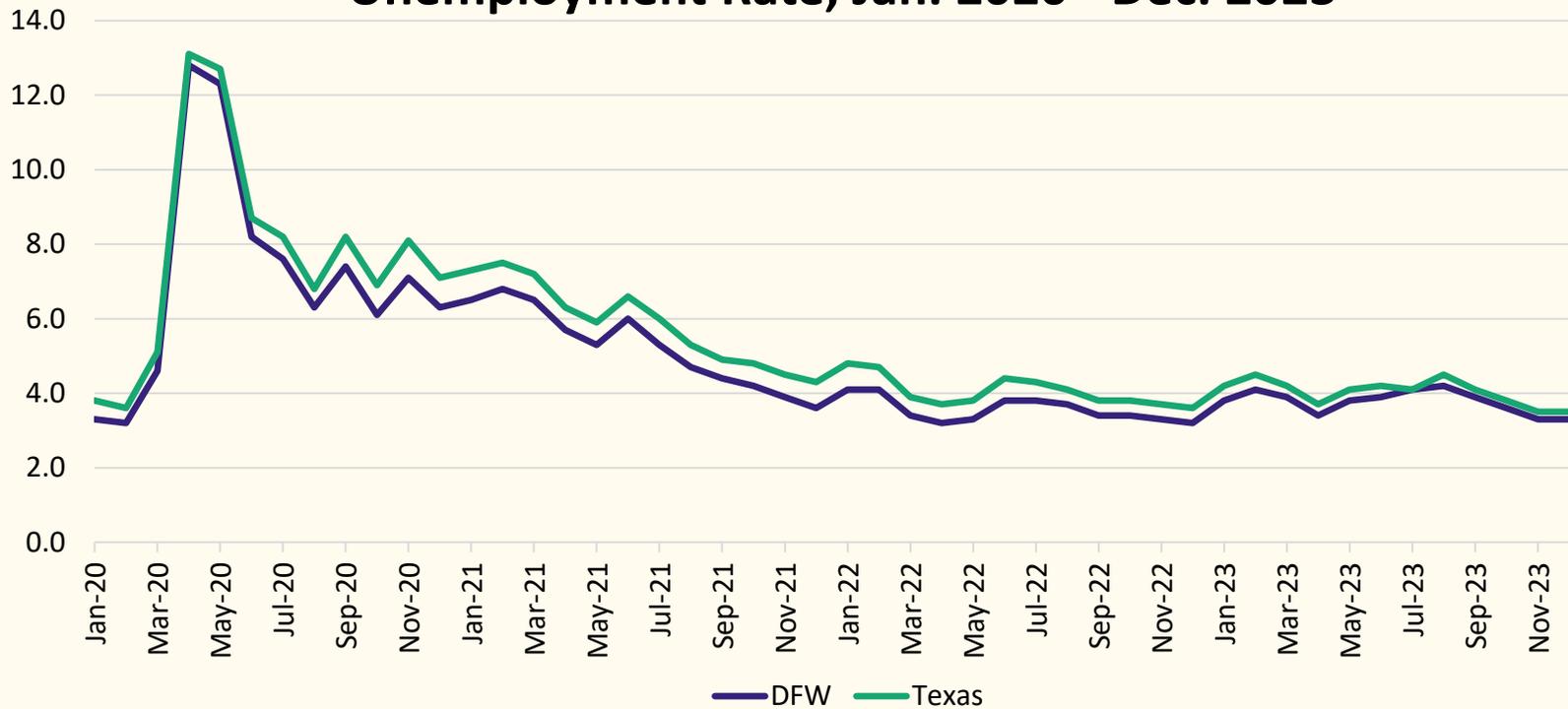
4Q23

Demographic Report

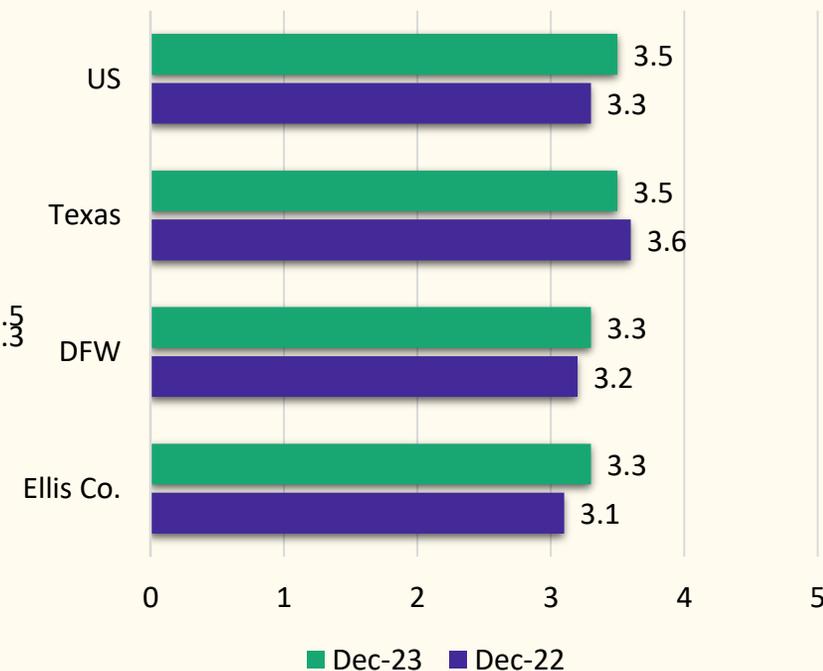


Local Economic Conditions

Unemployment Rate, Jan. 2020 - Dec. 2023



Unemployment Rate, Year over Year





Housing Activity by MSA

Top Markets by Housing Starts (4Q2023)

Rank	Market	Annualized Starts	YOY Change	YOY %
1	Dallas-Fort Worth-Arlington, TX	42,513	-2,109	-5%
2	Houston-Pasadena-The Woodlands, TX	35,637	-2,059	-5%
3	Atlanta-Sandy Springs-Roswell, GA	17,869	-2,209	-11%
4	Phoenix-Mesa-Chandler, AZ	17,580	-6,058	-26%
5	Orlando-Kissimmee-Sanford, FL	15,994	591	4%
6	Austin-Round Rock-San Marcos, TX	15,527	-5,975	-28%
7	San Antonio-New Braunfels, TX	14,800	-4,090	-22%
8	Tampa-St. Petersburg-Clearwater, FL	11,858	-1,553	-12%
9	Charlotte-Concord-Gastonia, NC-SC	11,716	-947	-7%
10	Riverside-San Bernardino-Ontario, CA	11,453	-245	-2%
11	Raleigh-Cary, NC	10,344	-408	-4%
12	Washington-Arlington-Alexandria, DC-VA-MD-WV	10,048	-1,493	-13%
13	Jacksonville, FL	9,957	-1,254	-11%
14	Las Vegas-Henderson-North Las Vegas, NV	9,821	-1,549	-14%
15	Nashville-Davidson--Murfreesboro--Franklin, TN	9,218	-123	-1%
16	North Port-Bradenton-Sarasota, FL	9,065	-694	-7%
17	Miami-Fort Lauderdale-West Palm Beach, FL	8,634	-343	-4%
18	Denver-Aurora-Centennial, CO	7,604	-1,729	-19%
19	Lakeland-Winter Haven, FL	7,339	-51	-1%
20	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	7,207	674	10%
21	Seattle-Tacoma-Bellevue, WA	6,739	1,027	18%
22	Minneapolis-St. Paul-Bloomington, MN-WI	6,703	-1,034	-13%
23	Chicago-Naperville-Elgin, IL-IN	6,425	-266	-4%
24	Sacramento-Roseville-Folsom, CA	6,229	-914	-13%
25	Indianapolis-Carmel-Greenwood, IN	6,195	-626	-9%

53

Source: Zonda



POPULATION TRENDS AND KEY INDICATORS

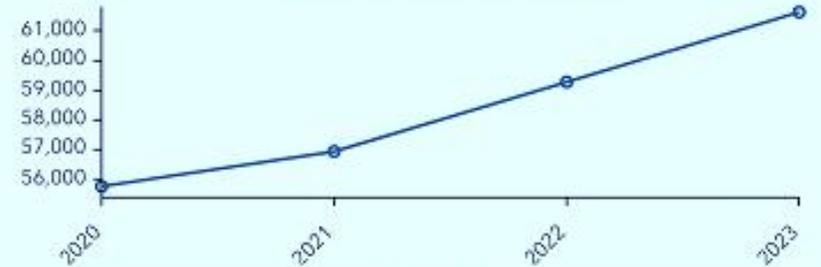
WAXAHACHIE ISD
Area: 191.22 square miles

61,622	21,456	2.81	35.5	\$86,734	\$282,396	90	114	74
Population	Households	Avg Size	Median	Median	Median	Wealth	Housing	Diversity
		Household	Age	Household Income	Home Value	Index	Affordability	Index

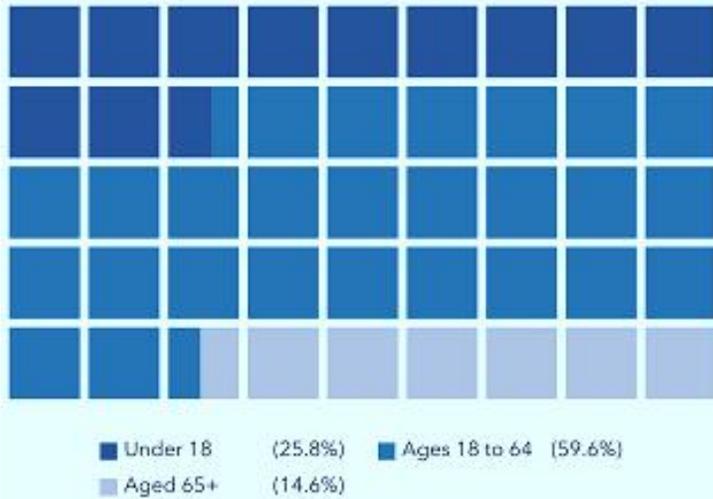
MORTGAGE INDICATORS



Historical Trends: Population



POPULATION BY AGE



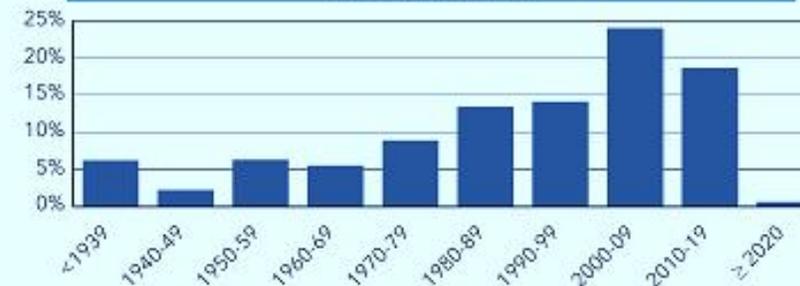
POPULATION BY GENERATION



Home Value



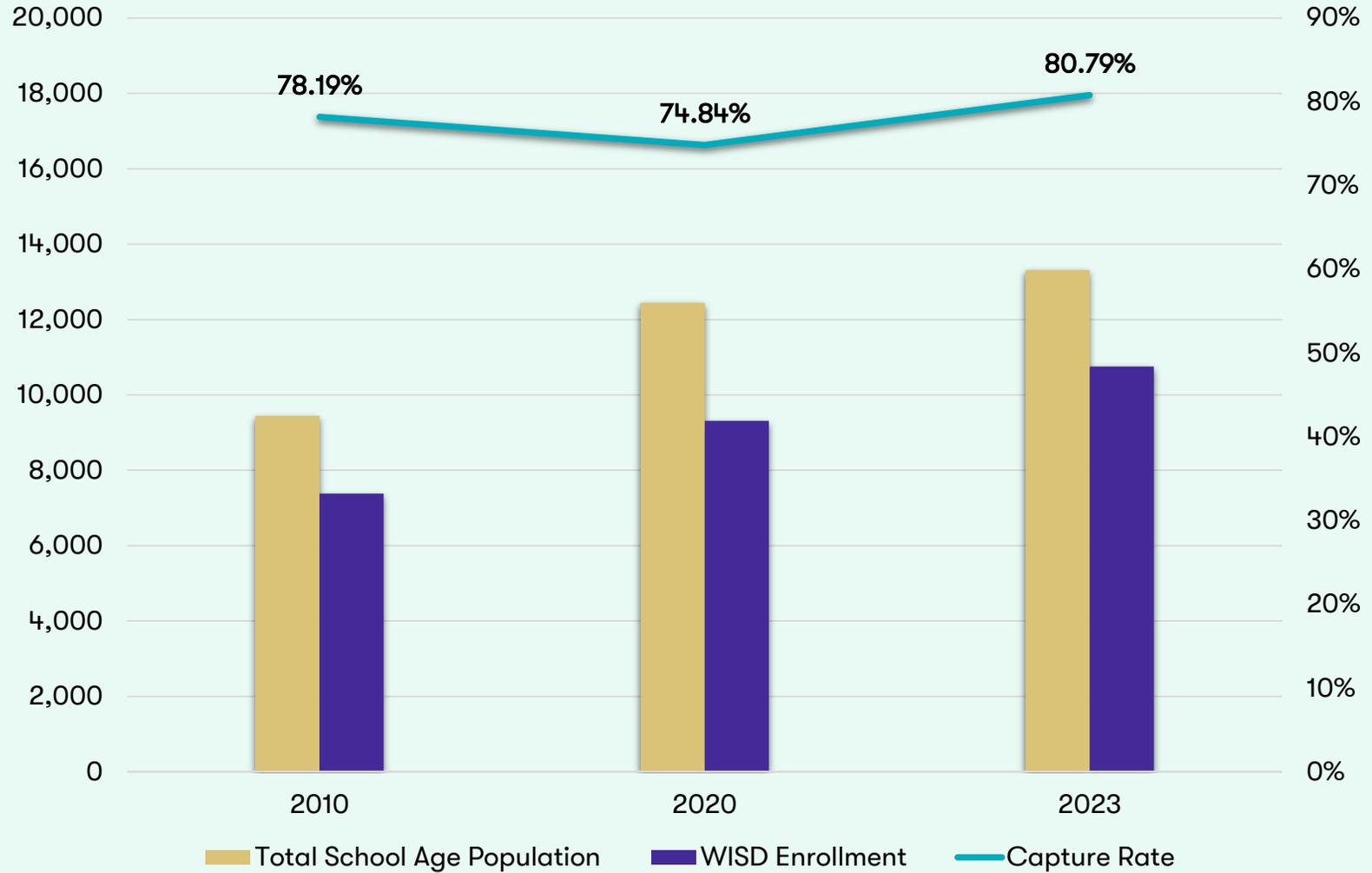
Housing: Year Built



Source: This infographic contains data provided by Esri (2023, 2028), Esri-U.S. BLS (2023), ACS (2017-2021), © 2024 Esri



Waxahachie ISD Student Capture Rate



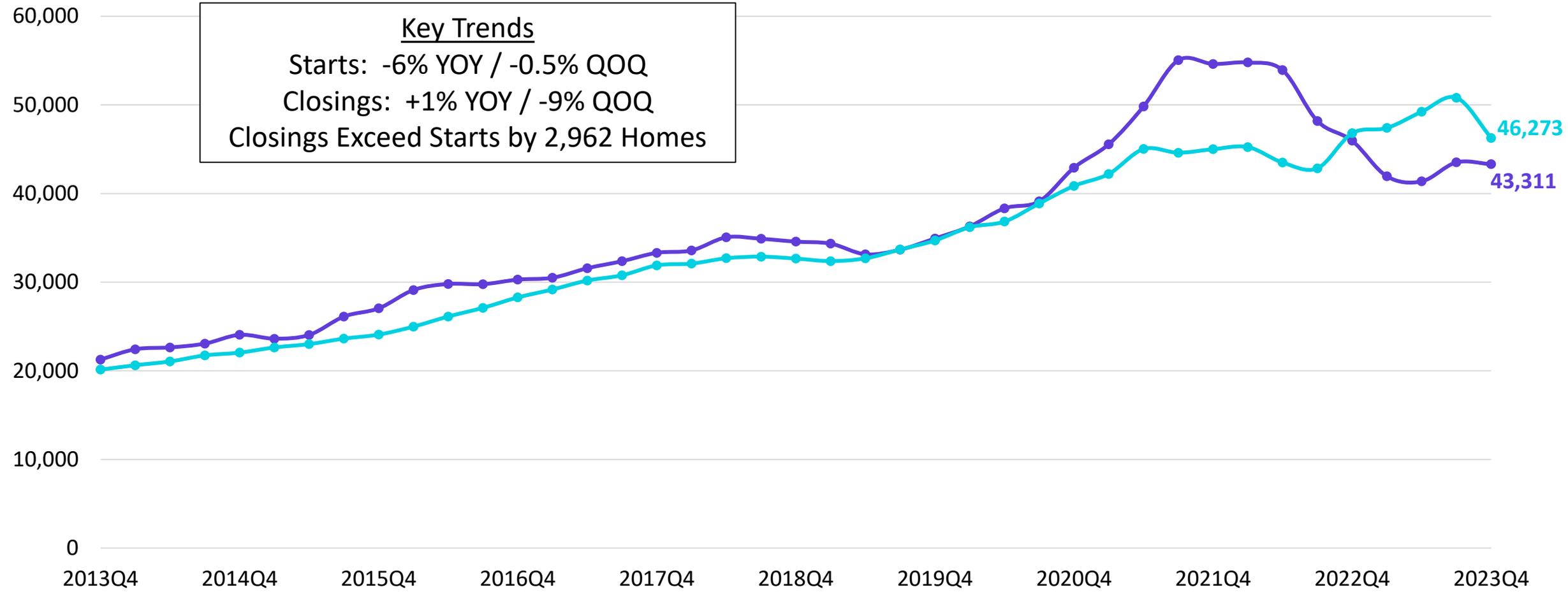
	Ages 5-9	Ages 10-14	Ages 15-19	Total School Age Population	WISD Enrollment	Capture Rate
2010	3190	3115	3140 ⁵⁵	9,445	7385	78.19%
2020	3,957	4,354	4,128	12,439	9,309	74.84%
2023	4,534	4,450	4,329	13,313	10,755	80.79%



DFW New Home Starts & Closings

Annual Housing Starts vs. Annual Closings

Key Trends
 Starts: -6% YOY / -0.5% QOQ
 Closings: +1% YOY / -9% QOQ
 Closings Exceed Starts by 2,962 Homes



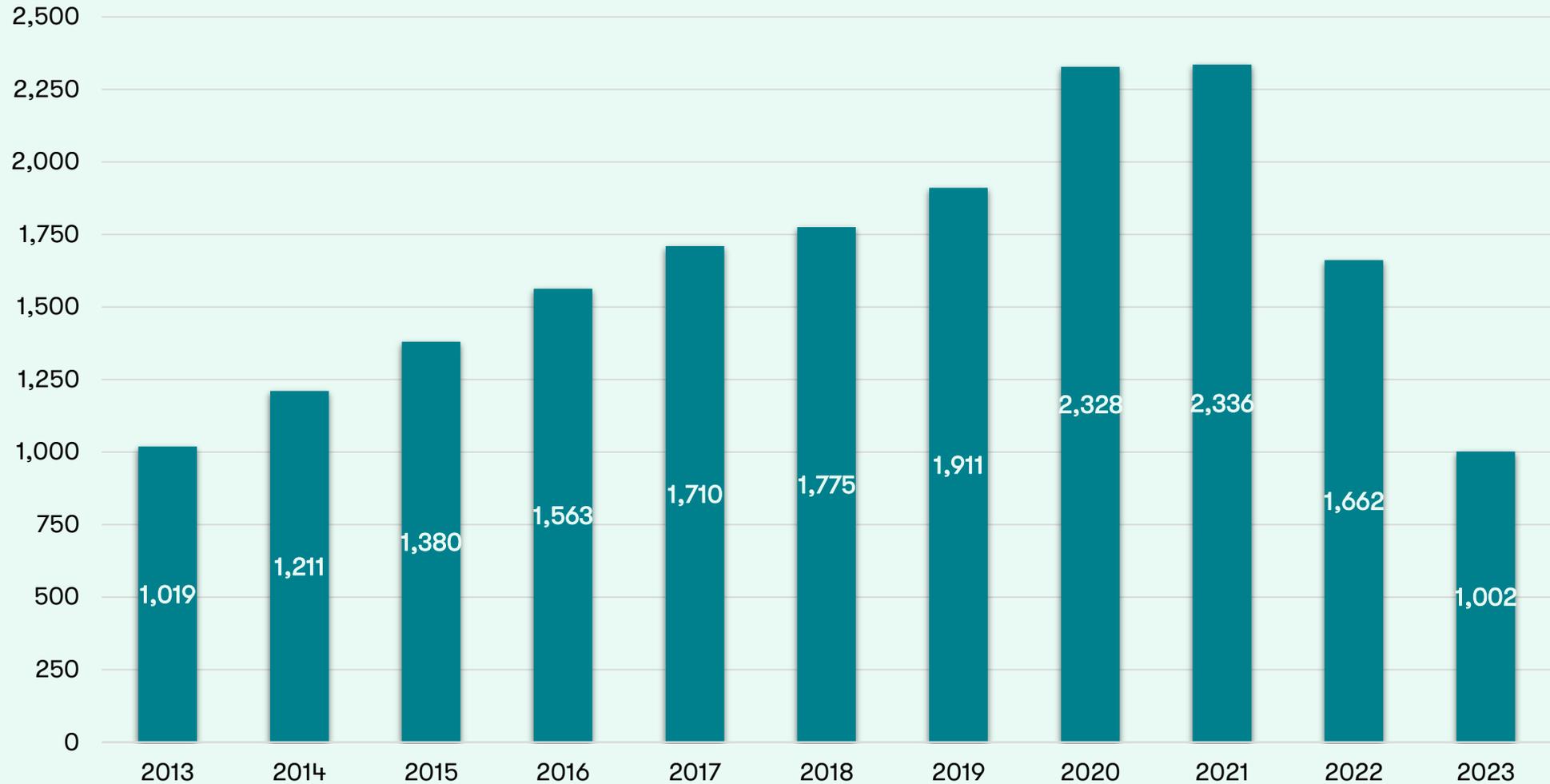
Annual Housing Starts ● Annual Closings ●

Source: Zonda



Waxahachie ISD Housing Market Analysis

District Annual Home Sales, 2013 – 2023

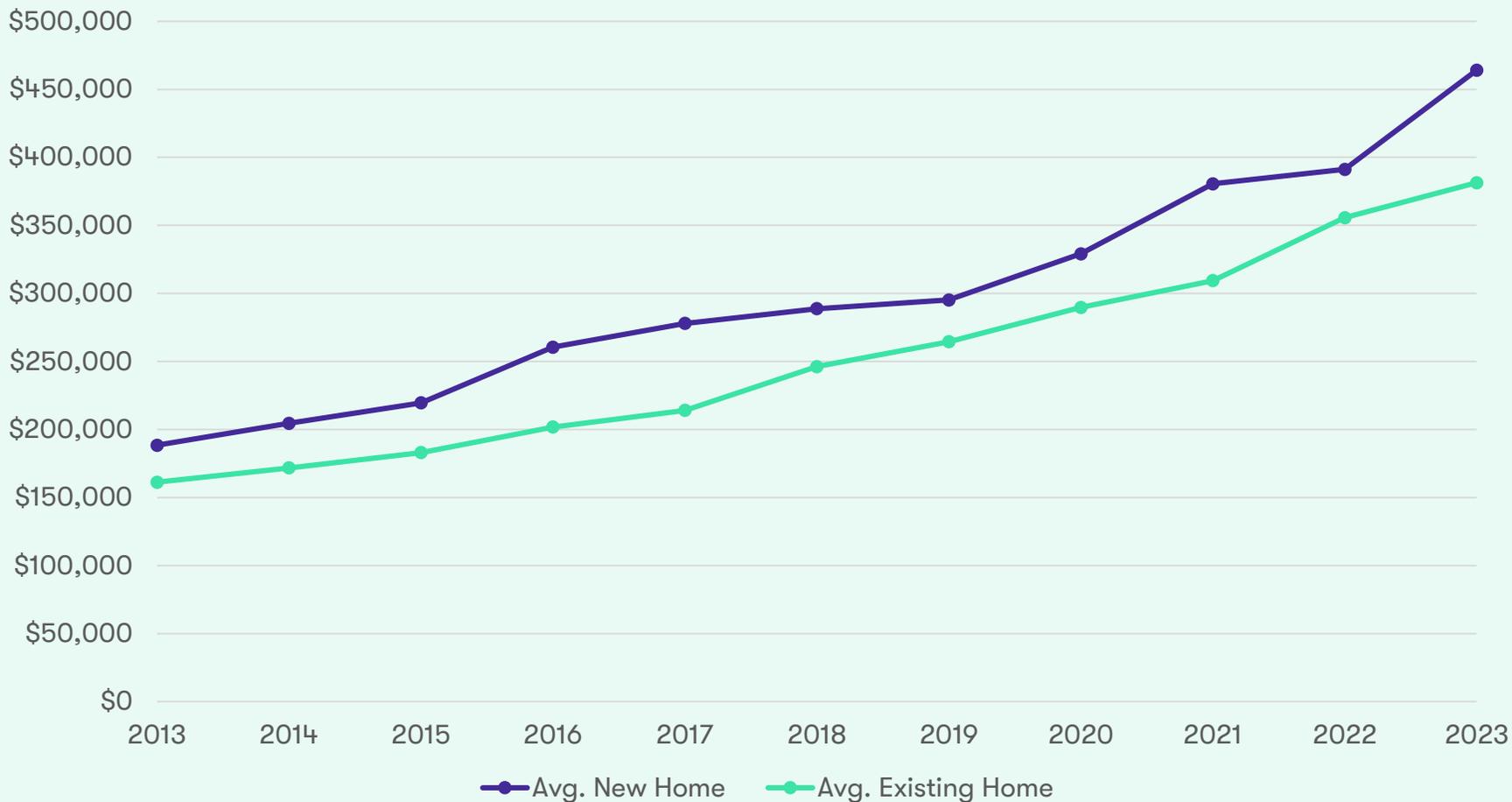


- Total home sales within Waxahachie ISD have decreased over the last 2 years, due to rising inflation costs and interest rate increases
- New home sales in WISD accounted for 23% of the total district home sales in 2023, down from 39% from 2022



Waxahachie ISD Housing Market Analysis

Average New vs. Existing Home Sale Price, 2013 - 2021

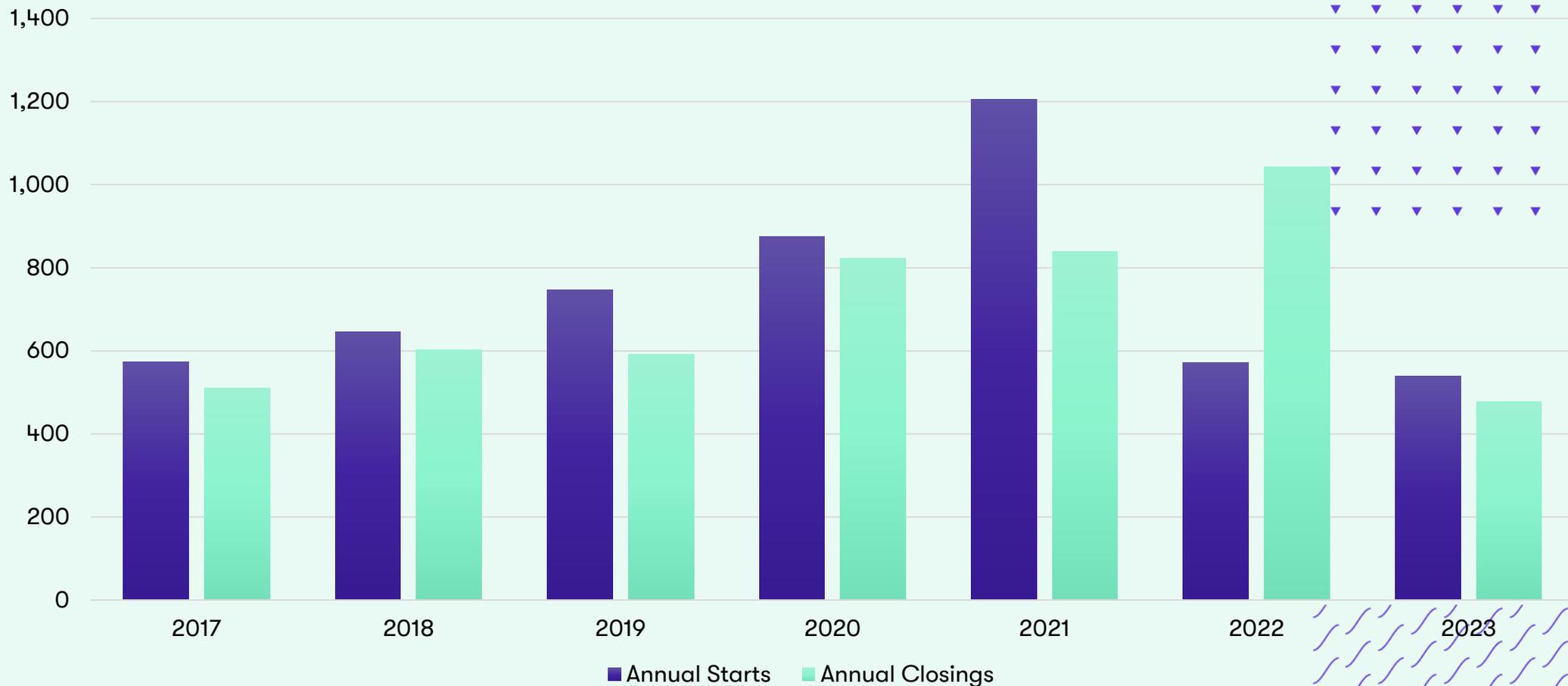


	Avg. New Home	Avg. Existing Home
2013	\$188,372	\$161,290
2014	\$204,535	\$171,803
2015	\$219,532	\$183,044
2016	\$260,514	\$201,794
2017	\$277,948	\$214,030
2018	\$288,728	\$246,241
2019	\$295,176	\$264,506
2020	\$329,112	\$289,703
2021	\$380,585	\$309,441
2022	\$391,143	\$355,654
2023	\$464,040	\$381,377

- The average new home sale price in Waxahachie ISD has more than doubled between 2013 and 2023, an increase of nearly \$275,700
- The average existing home sale price in WISD has risen 136% in the last 10 years, an increase of more than \$220,000



District New Home Starts and Closings



Starts	2017	2018	2019	2020	2021	2022	2023
1Q	126	103	101	204	194	205	75
2Q	143	247	187	186	218	178	134
3Q	146	176	252	169	410	87	170
4Q	159	119	207	316	384	101	160
Total	574	645	747	875	1,206	571	539

Closings	2016	2017	2018	2019	2020	2021	2022	2023
1Q	102	89	92	119	196	142	262	30
2Q	114	114	176	141	239	257	369	195
3Q	123	136	172	125	186	237	254	92
4Q	138	172	163	207	201	203	158	161
Total	477	511	603	592	822	839	1,043	478



District Housing Overview by Elementary Zone

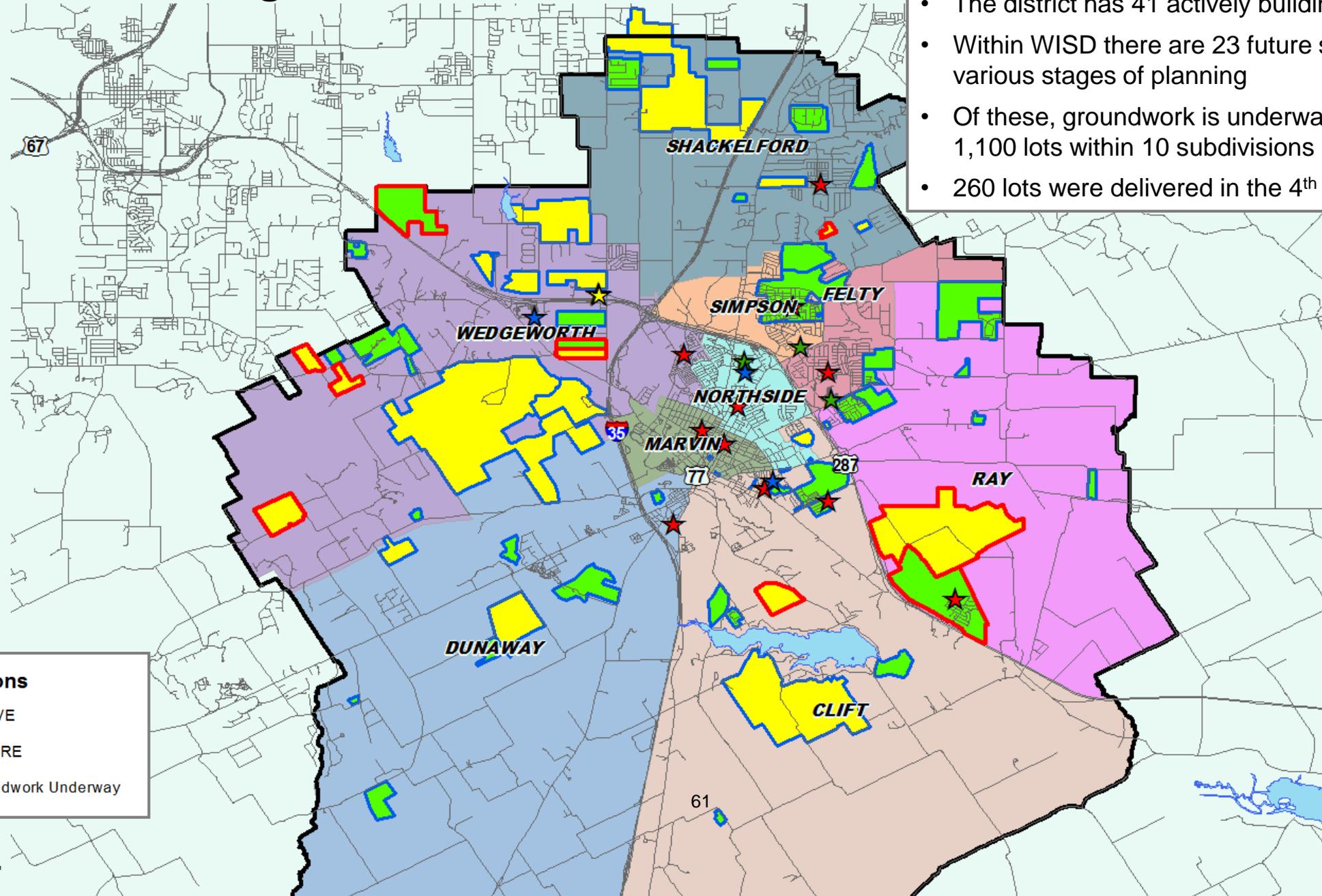
ELEMENTARY ZONE	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CLIFT	133	83	7	1	96	133	333	2,830
DUNAWAY	37	16	21	0	18	19	339	297
FELTY	30	1	94	23	12	20	298	23
MARVIN	1	0	1	0	0	0	5	7
NORTHSIDE	0	0	0	0	0	4	0	10
RAY	71	6	109	46	7	27	129	4,042
SHACKELFORD	116	28	97	55	36	42	542	2,570
SIMPSON	30	9	69	8	18	21	264	0
WEDGEWORTH	121	17	80	28	44	66	371	9,837
GRAND TOTAL	539	160	478	161	231	332	2,281	19,616

-  Highest activity in the category
-  Second highest activity in the category
-  Third highest activity in the category



District Housing Overview

- The district has 41 actively building subdivisions
- Within WISD there are 23 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 1,100 lots within 10 subdivisions
- 260 lots were delivered in the 4th quarter



Subdivisions

- ACTIVE
- FUTURE
- Groundwork Underway



Residential Activity

Waterfall Ranch Estates

- 160 total lots
- Lost delivered 4Q23
- Homes starting spring 2024
- \$600K+

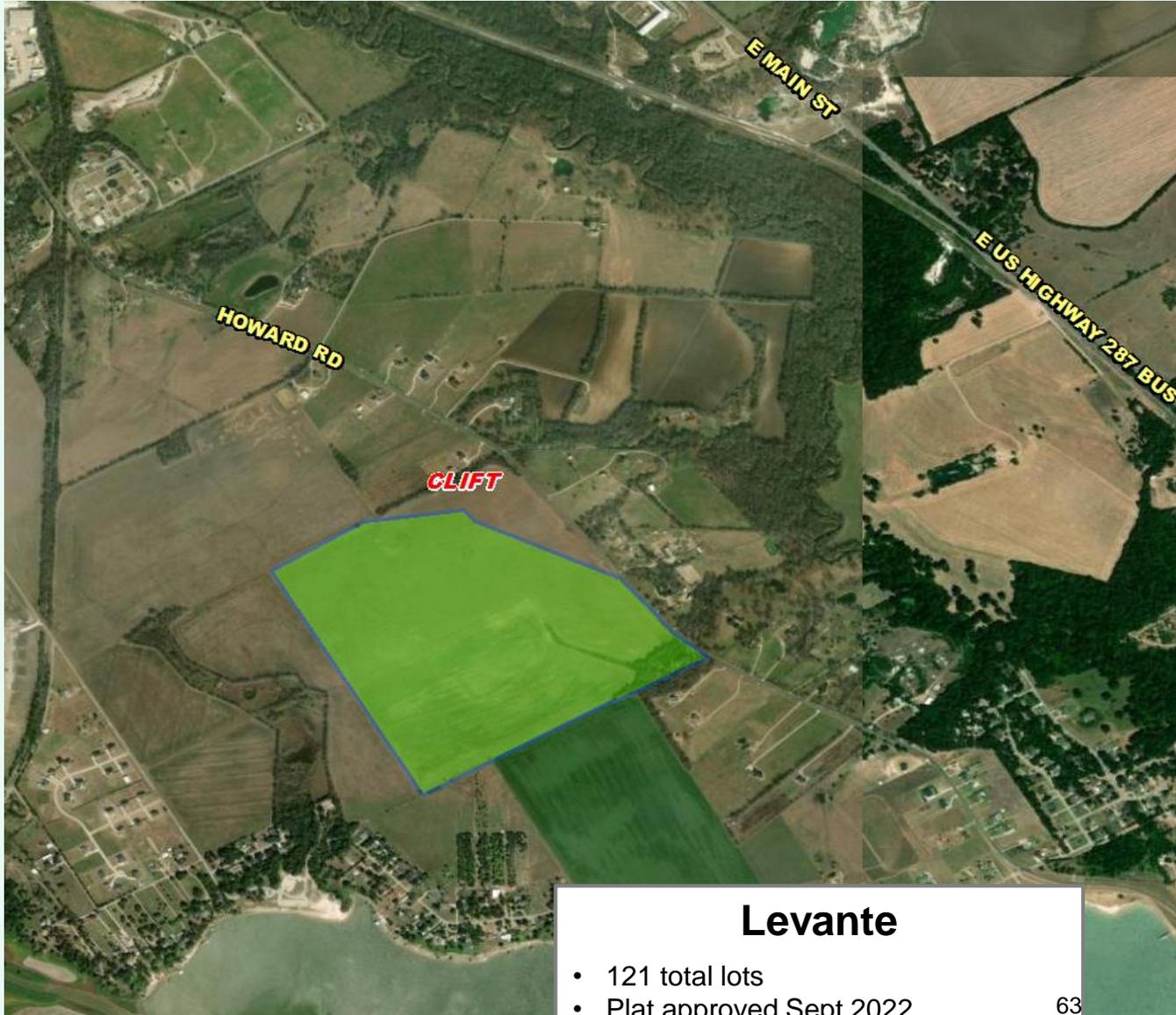


February 2024





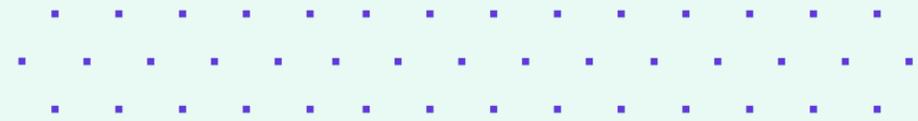
Residential Activity



Levante

- 121 total lots
- Plat approved Sept 2022
- Groundwork underway
- Anticipate homes starting early 2025

63

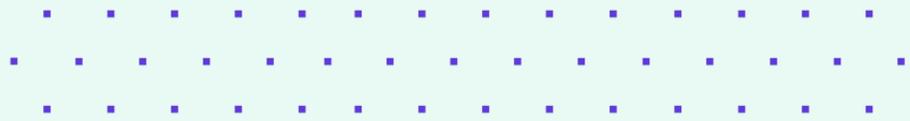


February 2024

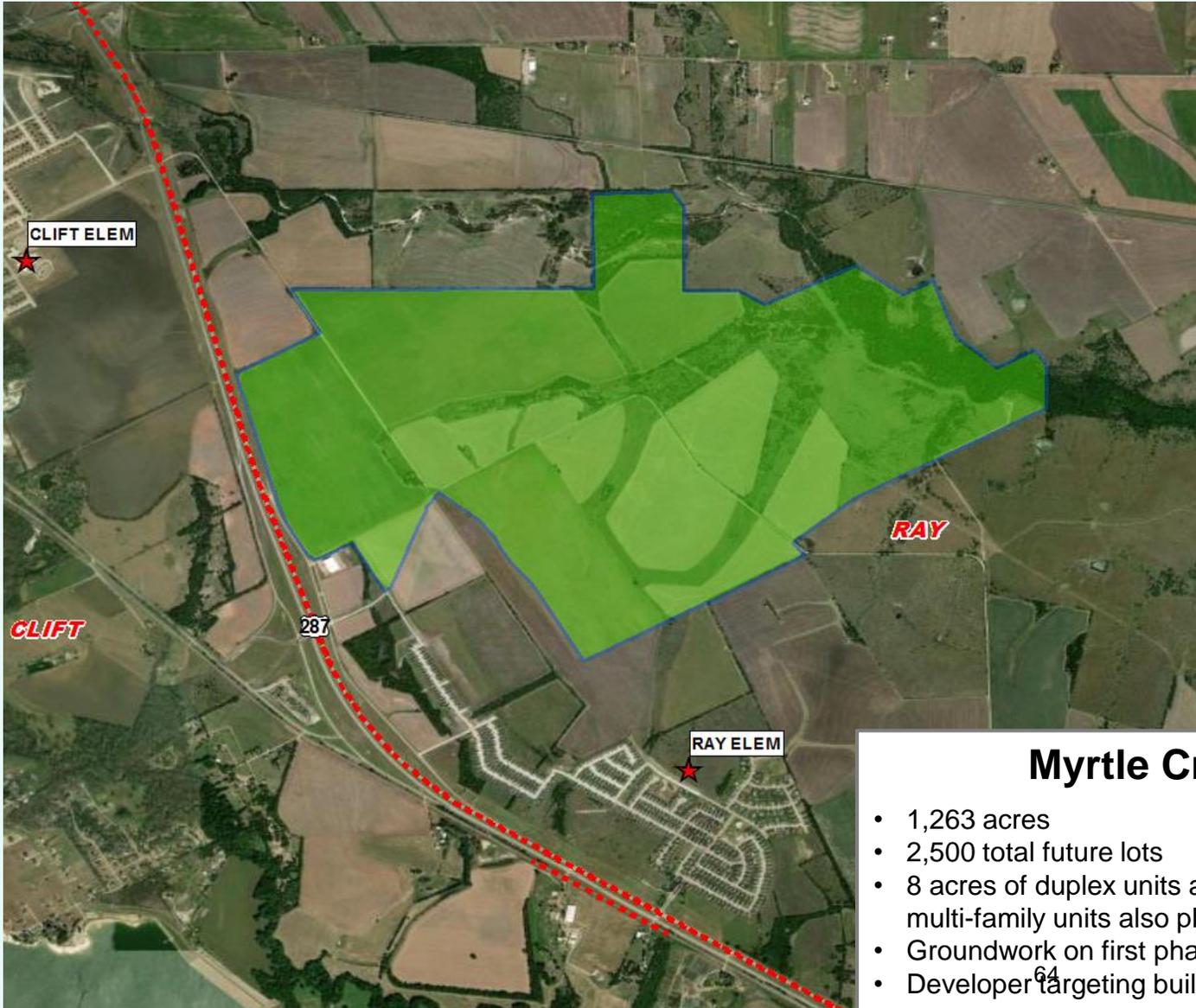




Residential Activity



February 2024



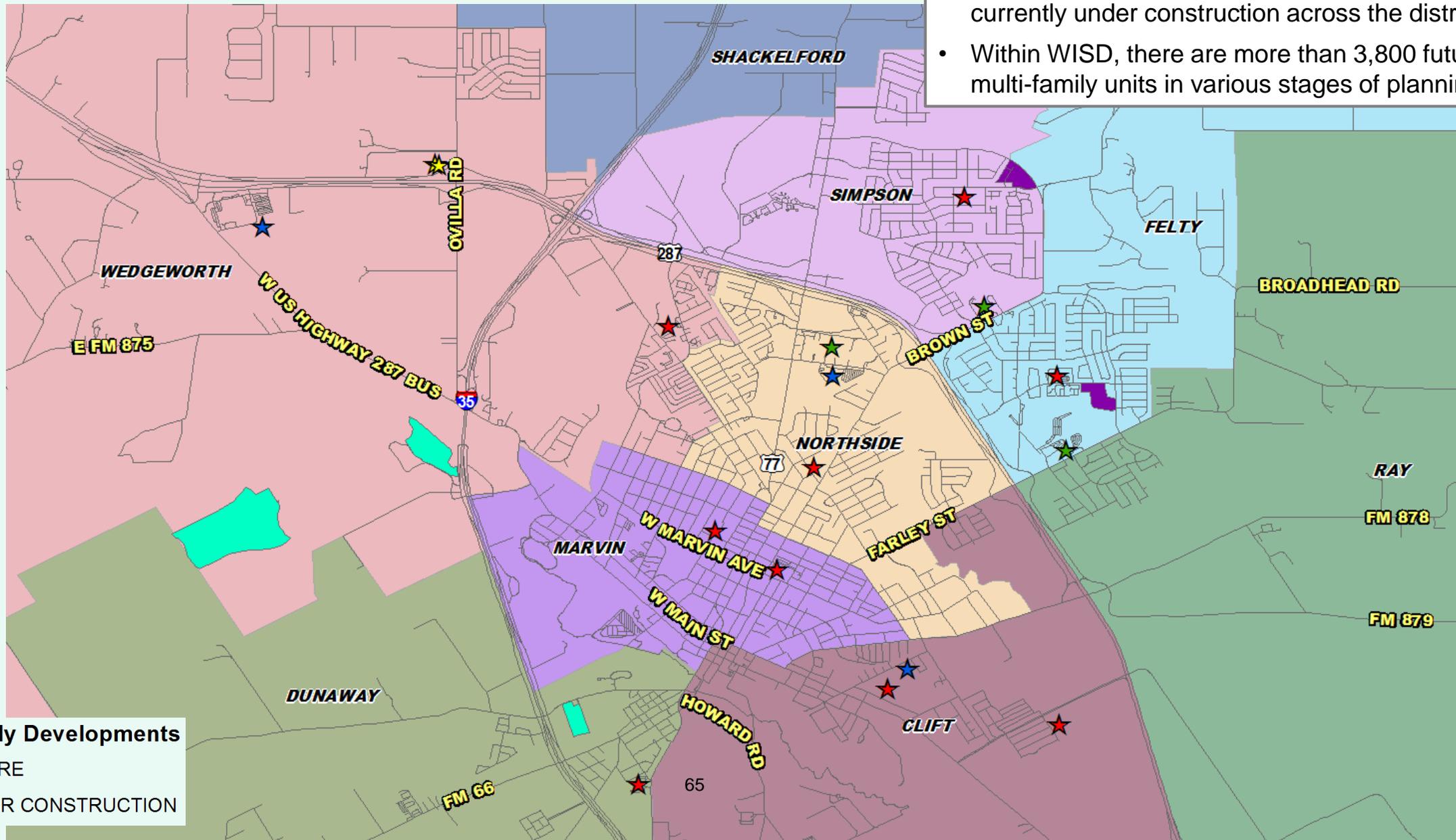
Myrtle Creek

- 1,263 acres
- 2,500 total future lots
- 8 acres of duplex units and 24 acres of multi-family units also planned
- Groundwork on first phase underway
- Developer targeting building 200 homes per year
- \$400K+



District Multi-Family Overview

- There are more than 430 multi-family units currently under construction across the district
- Within WISD, there are more than 3,800 future multi-family units in various stages of planning



Multi-Family Developments
FUTURE
UNDER CONSTRUCTION



Ten Year Forecast by Grade Level

Year (Oct.)	EE	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2019/20	37	254	644	683	653	627	675	720	764	767	752	875	759	708	563	9,481	544	6.1%
2020/21	32	182	702	674	698	675	660	692	738	799	787	861	836	688	655	9,679	198	2.1%
2021/22	31	248	682	754	697	718	709	701	741	770	813	949	838	803	641	10,095	416	4.3%
2022/23	47	275	736	758	800	769	784	763	774	787	843	1,027	918	801	716	10,798	703	7.0%
2023/24	38	308	680	783	802	822	808	816	828	787	814	1,000	934	867	759	11,046	248	2.3%
2024/25	37	342	715	744	813	842	865	846	837	859	819	992	920	879	798	11,307	261	2.4%
2025/26	48	413	783	817	798	864	871	924	858	896	916	1,011	943	881	823	11,846	540	4.8%
2026/27	51	436	838	861	867	858	930	931	955	906	919	1,098	944	895	823	12,311	465	3.9%
2027/28	55	463	905	930	922	931	922	998	937	1,029	944	1,108	1,033	897	825	12,899	588	4.8%
2028/29	59	485	958	1,009	989	982	1,000	989	1,010	999	1,085	1,135	1,091	979	827	13,597	697	5.4%
2029/30	62	506	1,009	1,067	1,071	1,059	1,055	1,074	1,008	1,056	1,039	1,290	1,081	1,033	901	14,310	714	5.2%
2030/31	67	539	1,091	1,128	1,148	1,153	1,145	1,134	1,090	1,065	1,102	1,241	1,236	1,024	949	15,111	801	5.6%
2031/32	70	564	1,151	1,214	1,184	1,209	1,224	1,210	1,153	1,149	1,114	1,310	1,197	1,169	941	15,859	748	4.9%
2032/33	73	584	1,202	1,283	1,279	1,249	1,283	1,291	1,234	1,211	1,197	1,323	1,255	1,132	1,071	16,669	810	5.1%
2033/34	73	584	1,247	1,319	1,341	1,341	1,316	1,348	1,315	1,297	1,263	1,416	1,270	1,186	1,038	17,355	686	4.1%

Yellow box = largest grade per year
Green box = second largest grade per year



Ten Year Forecast by Campus

Campus	Functional	Max		Fall	ENROLLMENT PROJECTIONS									
	Capacity	Capacity	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34
Turner Early Learning Center	315	350	220	256	286	368	394	425	450	474	513	541	565	565
Dunaway Elementary	585	650	441	463	516	488	499	529	569	582	602	627	641	644
Felty Elementary	585	650	560	525	465	468	480	484	488	491	492	492	483	487
Clift Elementary	585	650	538	587	481	492	529	574	612	647	709	770	832	902
Marvin Elementary	495	550	454	501	503	455	454	465	451	459	467	473	476	473
Northside Elementary	495	550	517	494	466	422	405	388	383	385	391	403	411	410
Ray Elementary	720	800			375	383	421	465	520	602	691	786	890	959
Shackelford Elementary	585	650	461	438	462	466	494	553	634	707	769	829	892	942
Simpson Elementary	585	650	621	684	621	619	617	616	603	610	612	615	623	630
Wedgeworth Elementary	720	800	693	679	603	614	696	829	962	1,148	1,362	1,496	1,639	1,763
Wilemon Elementary	430	430/800	427	430	424	743	782	798	799	797	796	794	794	794
ELEMENTARY TOTALS	5,355	5,950	4,932	5,057	5,202	5,518	5,771	6,127	6,471	6,903	7,403	7,826	8,246	8,569
Elementary Absolute Growth			392	125	145	316	252	356	344	432	500	423	420	323
Elementary Percent Growth			8.63%	2.53%	2.88%	6.07%	4.57%	6.17%	5.62%	6.67%	7.25%	5.71%	5.37%	3.92%
Coleman Junior High	1,263	1,441	838	821	727	839	944	931	1,026	1,068	1,179	1,250	1,374	1,489
Finley Junior High	1,134	1,294	817	832	926	940	944	1,001	1,020	987	952	965	964	993
Howard Junior High	1,046	1,193	749	776	862	891	892	978	1,048	1,048	1,126	1,201	1,304	1,393
MIDDLE SCHOOL TOTALS	3,443	3,928	2,404	2,429	2,515	2,670	2,780	2,910	3,094	3,103	3,257	3,416	3,642	3,875
Middle School Absolute Growth			80	25	86	155	110	130	184	9	154	159	226	233
Middle School Percent Growth			3.44%	1.04%	3.54%	6.16%	4.12%	4.68%	6.32%	0.29%	4.96%	4.88%	6.62%	6.40%
Waxahachie High School	3,152	3,602	3,019	3,150	3,212	3,274	3,383	3,483	3,651	3,925	4,071	4,237	4,401	4,531
Waxahachie Global High School	561	746	412	359	326	333	326	329	330	328	329	329	329	329
Waxahachie HS of Choice			31	51	51	51	51	51	51	51	51	51	51	51
HIGH SCHOOL TOTALS	3,713	4,348	3,462	3,560	3,589	3,658	3,760	3,863	4,032	4,304	4,451	4,617	4,781	4,911
High School Absolute Growth			231	98	29	69	102	102	169	273	147	166	164	130
High School Percent Growth			7.15%	2.83%	0.82%	1.92%	2.79%	2.72%	4.37%	6.76%	3.41%	3.73%	3.55%	2.72%
DISTRICT TOTALS	12,511	14,226	10,798	11,046	11,307	11,846	12,311	12,899	13,597	14,310	15,111	15,859	16,669	17,355
District Absolute Growth			703	248	261	540	465	588	697	714	801	748	810	686
District Percent Growth			7.0%	2.3%	2.4%	4.8%	3.9%	4.8%	5.4%	5.2%	5.6%	4.9%	5.1%	4.1%



Key Takeaways

Enrollment Projections



- Waxahachie ISD added 248 students this fall and we are expecting the district to grow slightly more than that in 2024/25
- Inflation continues to slow new home activity in WISD as interest rates remain higher than expected moving into 2024
- There are nearly 2,300 lots currently available to build on, and groundwork is underway on more than 1,100 additional lots across the district
- The district is forecasted to enroll roughly 13,600 students in 2028/29, and more than 17,300 students in 2033/34

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Nisa Redd

Subject: Board meeting minutes from April 9,18, & 29, 2024 **Related Page(s)** Minutes



EXECUTIVE SUMMARY:

Attached are the proposed minutes from the April 9,18, & 29, 2024, meetings.

ATTACHMENTS:

Board minutes from April 9,18, & 29, 2024, meetings.

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

RECOMMENDATION:

Administration recommends that the attached minutes be approved as presented.

Minutes April 9, 2024
Board of Trustees Workshop and Regular Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met April 9, 2024, in the WISD boardroom. President Dusty Autrey called the meeting to order at 4:00pm. Trustees Judd McCutchen, Kim Kriegel, John Rodgers, Melissa Starnater, 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 Learning Dr. Dustin Binnicker, General Counsel Lee Auvenshine, Chief Financial Officer Ryan Kahlden, Executive Director of Human Resources Monica James, Director of Human Resources Theresa Burkhalter, and Public Relations Director Jenny Bridges, as well as other administrators, were also present. Clay Schoolfield arrived to the meeting at 4:04pm to join the other Trustees in closed session.

The Board entered closed session at 4:00pm. The Board reconvened to Open Session at 6:03pm to begin the regular portion of the board meeting.

WHS student and Cherokee Charmer Tori Slate led the audience in the pledges to the Texas and US flags.

Trustees recognized the WHS Cherokee Charmers for their National Competition and the WHS Powerlifting Teams as State Competitors.

There were five speakers who spoke on the Amplify Texas curriculum in Open Forum- Meg Vackich, Lynn Davenport, Michelle Wallace, Sylvia Coulson, and Mark Coulson. Andrew White spoke on teacher morale. Megan Wheeler spoke on the three-tier transportation schedule.

Director of STEM Education Melissa Abadie gave an update on STEM Education in WISD.

Director of STEM Education Melissa Abadie gave an update on GT and Advanced Academics in WISD.

Brian Blackwell with Mentors Care gave the Trustees an informational report on the programs progress at WHS this school year.

Board President Dusty Autrey presented the WISD Trustees Continuing Education hours for the year.

Dr. Hollingsworth then gave his Superintendent's Report which included an update on student enrollment and attendance, an update on his recent presentation to the Superintendent's Executive Council students and touched on the Budget Reduction Committee.

WISD Project Manager Stephen Mott, and AG/CM Project Manager Bob Myers gave an update on bond projects.

Director of Public Relations Jenny Bridges gave the Board a report on the WISD Balanced Scorecard Priority 3-Community and Stakeholder Relationships.

Trustee Melissa Starnater asked for consent item N to be pulled or for the correction of the word “contracts” to be corrected to “contract.” The agreement was made to make the correction and the vote commenced.

Trustee Judd McCutchen made a motion to approve Consent Agenda Items A-N and Trustee John Rodgers seconded, and the motion passed 7-0. Those items were:

- A. Minutes from previous meetings.
- B. Monthly bid reports, purchase orders requiring board approval, and proposed budget amendments.
- C. Monthly financial reports that include cash position, revenue reports, budget summary, tax collection report.
- D. Monthly report on maintenance department work orders.
- E. Monthly report regarding student attendance, student discipline, student drug offenses, and drug prevention measures.
- F. Monthly report on the transportation department.
- G. The approval of the renewed Mentoring Program Service Agreement with Mentors Care for the 2024-2025 school year.
- H. The approval of gym floor repair and maintenance projects at Finley and Solis gyms with Jelco at a price not to exceed \$79,028.12.
- I. The approval of new flooring at Felty Elementary School at a price not to exceed \$415,090.
- J. The approval of new flooring at Dunaway Elementary School at a price not to exceed \$366,473.
- K. The approval of the WHS Cherokee Charmers to travel to Orlando, FL for a Nationals competition in March 2025.
- L. The approval of WHS and WGHS Technology Student Association to travel to Orlando, FL for the national competition and convention pursuant to WISD Board Policy FMG (Local).
- M. The approval of the Waxahachie ISD CTE partnership with Workforce Solutions by way of a \$17,000 grant to allow seventeen staff members the opportunity to complete an industry externship while off-contract.
- N. The approval of a fourth-year extension of a probationary contract as discussed in closed session.

ACTION ITEMS:

- A. Trustee Judd McCutchen made a motion to adopt an order authorizing the issuance of school building bonds, establishing the parameters for the sale of the bonds, and delegating authority to the administration to approve the sale and execute the final documents. Trustee Debbie Timmermann seconded, and the motion passed 7-0.
- B. Trustee Debbie Timmermann made a motion to approve the adoption of a three-tier transportation, arrival, and dismissal schedule for all WISD campuses. Trustee John Rodgers seconded, and the motion passed 6-1 with Clay Schoolfield voting against.

- C. Trustee Judd McCutchen made a motion to approve the role of Classroom Facilitator to help retain and support zero-year staff seeking an alternative certification. Trustee Clay Schoolfield seconded, and the motion passed 7-0.
- D. Trustee Melissa Starnater made a motion to approve a proposed amendment to WISD Board Policy FM (Local) regarding the potential scheduling of school activities on Sundays. Trustee John Rodgers seconded, the motion passed 7-0.
- E. Trustee John Rodgers made a motion that the Board authorize the Board President, with the assistance of Board's legal counsel, to proceed as discussed in closed session. Trustee Debbie Timmermann seconded, the motion passed 7-0.

The board entered closed session at 9:10pm. The Board reconvened back into Open Session at 10:44pm.

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 Debbie Timmermann seconded, and the motion passed 7-0. The meeting adjourned at 10:44pm.

Dusty Autrey, President

John Rodgers, Secretary

Date

Minutes April 18, 2024
Board of Trustees Called Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met April 18, 2024, in the WISD boardroom. President Dusty Autrey called the meeting to order at 4:00pm. Trustees Judd McCutchen, Kim Kriegel, Clay Schoolfield, Melissa Starnater, and Debbie Timmermann were present. WISD Superintendent Dr. Jerry Hollingsworth, Assistant Superintendent of Secondary Learning Dr. David Averett, General Counsel Lee Auvenshine, and Chief Financial Officer Ryan Kahlden were also present. John Rodgers arrived to the meeting a little after 4:00pm to join the other Trustees in closed session.

The Board entered closed session at 4:00pm. The Board reconvened to Open Session at 6:11pm.

No one spoke in open forum.

Trustee John Rodgers made a motion to adjourn. Trustee Debbie Timmermann seconded, and the motion passed 7-0. The meeting adjourned at 6:11pm.

Dusty Autrey, President

John Rodgers, Secretary

Date

Minutes April 29, 2024
Board of Trustees Called Meeting
Waxahachie Independent School District

The Board of Trustees of the Waxahachie Independent School District met April 29, 2024, in the WISD Teaching, Learning, and Innovation Center PD#1 room. President Dusty Autrey called the meeting to order at 4:30pm. Trustees Judd McCutchen, Kim Kriegel, Clay Schoolfield, John Rodgers, Melissa Starnater, 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 Learning Dr. Dustin Binnicker, General Counsel Lee Auvenshine, Chief Financial Officer Ryan Kahlden, Director of Human Resources Theresa Burkhalter, and Public Relations Director Jenny Bridges, as well as other administrators, were also present.

The Board entered closed session at 4:30pm. The Board reconvened to Open Session at 5:57pm to begin the agenda portion of the board meeting.

Four community members spoke in open forum- Andrew White spoke on WISD data, Courtney Sutton spoke on Amplify and her experience teaching it, Mary Lowe spoke on Amplify, and Meg Vackich spoke on Amplify.

Trustee Debbie Timmermann made a motion to approve Consent Agenda Items A & B and Trustee Clay Schoolfield seconded, and the motion passed 7-0. Those items were:

- A. Approval of the Barnes & Noble Summer Bridge backpacks.
- B. Approval of a termination of an employee on a probationary contract, as discussed in closed session.

ACTION ITEMS:

- A. Trustee Judd McCutchen made a motion to approve the hiring of the Simpson Elementary Principal. Trustee John Rodgers seconded, and the motion passed 7-0.
- B. Trustee Debbie Timmermann made a motion to approve the hiring of the Wedgeworth Elementary Principal. Trustee Melissa Starnater seconded, and the motion passed 7-0.
- C. This item was pulled from the agenda.
- D. Trustee Debbie Timmermann made a motion to approve district instructional resources for the 2024-2025 school year and beyond. Trustee Judd McCutchen seconded, the motion passed 4-3. Kim Kriegel, Clay Schoolfield, and Melissa Starnater voted against.
- E. Trustee Judd McCutchen made a motion to approve a contract with EdElements. Trustee Debbie Timmermann seconded, the motion passed 7-0.

Trustee Kim Kriegel made a motion to adjourn. Trustee John Rodgers seconded, and the motion passed 7-0. The meeting adjourned at 7:06pm.

Dusty Autrey, President

John Rodgers, Secretary

Date

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Budget Transfers/Revisions, PO **Related Page(s)** 4

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

Budget Transfers & Revisions, CMC Network PO presented for Board approval.

ATTACHMENTS:

Report of Budget Transfers/Revisions, PO/Quote Comparison Form

		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:

Administration recommends that all Budget Transfers/Revisions and CMC Network PO be approved as presented.

Waxahachie ISD 2023-24 Proposed Budget Amendments for May 2024

	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
REVENUES						
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				-		
TOTAL REVENUES	119,329,045	119,340,848	-	-	119,340,848	
11 INSTRUCTIONAL RESOURCES & MEDIA SER	70,567,598	71,181,632	4,500	(168,600)	71,017,532	Move \$5391 from function 11 to 36 for Fine Arts budget. Move \$5409 from 11 to 36 for Fine Arts budget. Move \$4500 from 13 to 11 for Coleman budget. Move \$7000 from 11 to 36 for CTE budget. Move \$800 from 11 to 23 for Howard budget. Move \$150,000 from function 11 health insurance budget to function 34 transportation budget.
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,417,523	1,417,523			1,417,523	
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,765,761	1,764,245		(9,500)	1,754,745	Move \$4500 from 13 to 11 for Coleman budget. Move \$5000 from 13 to 21 for SPED budget.
21 INSTRUCTIONAL LEADERSHIP	2,867,576	2,860,676	5,000		2,865,676	Move \$5000 from 13 to 21 for SPED budget.
23 SCHOOL ADMINISTRATION	6,947,041	6,891,781	3,775	(1,950)	6,893,606	Move \$1651 from 31 to 23 for Coleman budget. Move \$124 from 36 to 23 for Coleman budget. Move \$1200 from 23 to 11 for Finley budget. Move \$1200 from 23 to 11 for Finley budget. Move \$750 from 23 to 31 for WHS budget. Move \$800 from 11 to 23 for Howard budget.
31 GUIDANCE AND COUNSELING SERVICES	3,118,966	3,162,786	750	(1,651)	3,161,885	Move \$1651 from 31 to 23 for Coleman budget. Move \$750 from 23 to 31 for WHS budget.
32 SOCIAL WORK SERVICES					-	
33 HEALTH SERVICES	1,486,871	1,484,871			1,484,871	
34 STUDENT (PUPIL) TRANSPORTATION	4,070,619	4,950,939	150,000		5,100,939	Move \$150,000 from function 11 health insurance budget to function 34 transportation budget.
35 FOOD SERVICES						
36 COCURRICULAR/EXTRACURRICULAR ACTIV.	5,080,856	5,550,434	17,800	(124)	5,568,110	Move \$5391 from function 11 to 36 for Fine Arts budget. Move \$5409 from 11 to 36 for Fine Arts budget. Move \$124 from 36 to 23 for Coleman budget. Move \$7000 from 11 to 36 for CTE budget.
41 GENERAL ADMINISTRATION	3,735,228	3,735,229			3,735,229	
51 PLANT MAINTENANCE AND OPERATION	11,404,898	11,504,898			11,504,898	

Waxahachie ISD 2023-24 Proposed Budget Amendments for May 2024

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	518,250	518,250				
95 JJAEP	40,000	40,000	40,000				
99 OTHER GOVERNMENTS	655,000	655,000	655,000				
TOTAL APPROPRIATIONS	118,327,765	120,063,092	181,825	(181,825)	120,063,092		
Approved by Board:	Yes	No	Date:	Signed:			

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

P.O. NUMBER: 9000024166
VENDOR KEY : CMC NETW000
PAGE NUMBER: 1
P.O. DATE : 04/30/2024
SHIP DATE : 04/30/2024
SHIP VIA : N/A
FISCAL YEAR: 2023-2024
ENTERED BY : ROSS WEN001

PRINTED 04/30/2024

COMPANY:

CMC NETWORK SOLUTIONS, LLC
2700 RESEARCH DRIVE STE 100
PLANO, TX 75074

DELIVER TO:

WISD CENTRAL ADMINISTRATION
411 N GIBSON ST.
WAXAHACHIE, TX 75165

ATTN: LYSSA RIDLEHUBER/BRIAN COURSE

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
1	EACH	2-WAY AUDIO/VIDEO DOOR ENTRY SYSTEMS FOR CAMPUSES BASED ON QUOTE DATED APRIL 5, 2023 DISTRICT WIDE AIPHONE ENTRY SOLUTIONS QUOTE	93918.00000	93918.00

USE P.O. NUMBER ON ALL CORRESPONDENCE

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.: 9000024166 ACCOUNT SUMMARY (FOR INTERNAL USE) VENDOR KEY : CMC NETW000

ACCOUNT	AMOUNT
199 E 52 6395 00 982 0 99 000	8,286.80
429 E 52 6629 00 999 0 99 SAF	85,631.20

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.

Name of Person securing quotes: Lyssa Ridlehuber/Brian Crouse
 Department: Security/Technology
 Budget Allocated for Purchase: Safety Grant Cycle 1 & Security Supply Acct
 Item(s) being quoted: 2-Way Audio/Video door entry systems for campuses

Vendor #1: Company Name: CMC Technology
 Representative: Scott Broekemeier
 Vendor Approved via: Tips #200203
 Amount Quoted: \$93,918.00

Vendor #2: Company Name: BAT Security
 Representative: Jeff Hughes
 Vendor Approved via: WISD approved vendor
 Amount Quoted: \$207,005.00

Vendor #3: Company Name: Integration & Technology Services Inc
 Representative: _____
 Vendor Approved via: Not an approved vendor
 Amount Quoted: \$102,500.00

Based on the quotes received, I believe it is the most advantageous to Waxahachie ISD to use (vendor) CMC Technology for the procurement of (item) 2-Way Audio/Video Systems.

[Signature]
 Campus Principal / Department Head / Administrator

4/24/24
 Date

[Signature]
 Business Office Approval

4/30/24
 Date

Please use accounts:
 429 52 6629 00 999 0 99 SAF-~~85,631.20~~
 199 57 6395 00 982 0 99 000 -~~8,286.80~~

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Monthly financial reports from March 2024 **Related Page(s)** 21

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

Monthly financial reports that include cash position, revenue reports, budget summary and tax collection reports.

ATTACHMENTS:

21 pages of March 2024 monthly financial reports.

		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:

Administration recommends that the monthly financial reports for March 2024 be approved as presented.

**GENERAL OPERATING
CASH POSITION
AS OF MARCH 2024**

Actual Invested Funds:	\$45,854,909.78
Actual Cash Balance:	<u>1,054,602.43</u>

Total Cash Balance (Mar. 2024): \$46,909,512.21

Estimated Apr. 24 Tax Revenue:	\$ 1,235,700.00
Estimated Apr. 24 State/Other Revenue:	\$ 4,275,400.00
Estimated Apr. 24 Payroll Expenses:	\$ -7,935,200.00
Estimated Apr. 24 A/P Expenses:	<u>\$ -1,750,800.00</u>
Projected Cash Balance end (Apr. 2024):	\$ 42,734,612.21

There are no anticipated cash flow problems for the District.

GENERAL OPERATING REVENUE AND EXPENSE PROJECTIONS 2023-24
(updated with monthly actuals)

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	\$ 27,586,729	\$ 26,030,070	\$ 25,342,251	\$ 52,547,131	\$ 53,741,806	\$ 46,909,512	\$ 42,734,612	\$ 37,308,912	\$ 31,789,012	\$ 28,136,752	
Local Tax Revenue	\$ 81,754	\$ 81,490	\$ 2,314,729	\$ 8,929,901	\$ 36,207,717	\$ 8,712,757	\$ 773,939	\$ 1,235,700	\$ 774,500	\$ 265,800	\$ 227,400	\$ 176,800	\$ 59,782,486
State/Other Revenue	\$ 13,435,457	\$ 9,140,045	\$ 6,056,634	\$ 473,886	\$ 1,161,436	\$ 1,879,708	\$ 1,541,276	\$ 4,275,400	\$ 4,236,500	\$ 4,435,700	\$ 6,790,540	\$ 8,349,500	\$ 61,776,081
Payroll Expenses	\$ (7,911,615)	\$ (7,836,022)	\$ (7,829,931)	\$ (8,870,643)	\$ (7,617,869)	\$ (7,706,707)	\$ (7,669,423)	\$ (7,935,200)	\$ (7,935,400)	\$ (8,345,500)	\$ (7,911,800)	\$ (7,945,700)	\$ (95,515,810)
Accounts Payable	\$ (3,493,085)	\$ (2,640,132)	\$ (2,098,091)	\$ (1,220,964)	\$ (2,546,403)	\$ (1,691,082)	\$ (1,478,086)	\$ (1,750,800)	\$ (2,501,300)	\$ (1,875,900)	\$ (2,758,400)	\$ (3,680,400)	\$ (27,734,642)
Ending Balance	\$ 28,841,348	\$ 27,586,729	\$ 26,030,070	\$ 25,342,251	\$ 52,547,131	\$ 53,741,806	\$ 46,909,512	\$ 42,734,612	\$ 37,308,912	\$ 31,789,012	\$ 28,136,752	\$ 25,036,952	\$ (123,250,452)

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	\$ 61,471,997
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)	\$ (2,835,600)	\$ (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	\$ (125,695,199)

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.

OO

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
MARCH 2024

	<u>LOCAL MAIN</u>	<u>I & S</u>	<u>OSCB ESCROW</u>	<u>CAPITAL</u>	<u>ENTERPRISE</u>	<u>TOTAL</u>
Beginning Balances	\$ 862,058.78	\$ 660,222.39	\$ -	\$ 31,543.96	\$ 5,359,433.26	\$ 6,913,258.39
Add: Deposits	\$ 9,340,052.63	\$ 2,560.88	\$ -	\$ 10,951,236.27	\$ 886,128.49	\$ 21,179,978.27
Less: Disbursements	<u>\$ (9,147,508.98)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (10,945,778.51)</u>	<u>\$ -237,856.66</u>	<u>\$ (20,331,144.15)</u>
Ending Balances	\$ 1,054,602.43	\$ 662,783.27	\$ -	\$ 37,001.72	\$ 6,007,705.09	\$ 7,762,092.51
Add: Investments	\$ 45,854,909.78	\$ 24,423,143.38	\$ 2,215,105.78	\$ 161,001,872.90	\$ 0.00	\$ 233,495,031.84
TOTALS	\$ 46,909,512.21	\$ 25,085,926.65	\$ 2,215,105.78	\$ 161,038,874.62	\$ 6,007,705.09	\$ 241,257,124.35

PERCENTAGE OF CURRENT YEAR REVENUES
General Operating and Interest & Sinking

	<u>Total Levy</u> <u>(Budgeted)</u>	<u>3/31/2024</u>	<u>Percentage</u>
2022-23 Tax Collections	\$ 92,289,782	90,735,046.91	98.32%
Current	\$ 489,431	381,664.12	77.98%
Prior Yr. Delinquent	\$ 815,984	522,608.01	64.05%
2023-24 Tax Collections	\$ 94,451,499	87,653,295.34	92.80%
Current	\$ 390,000	125,121.72	32.08%
Prior Yr. Delinquent	\$ 330,000	400,540.22	121.38%
2022-23 Other Revenue	\$ 49,883,108	27,477,318.73	55.08%
2023-24 Other Revenue	\$ 57,968,851	25,303,053.67	43.65%
2022-23 Total Revenue	\$ 143,478,305	119,116,637.77	83.02%
2023-24 Total Revenue	\$ 153,140,350	113,482,010.95	74.10%

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT INVESTMENT PORTFOLIO

DATE	FUND	TYPE	DESCRIPTION	PUR.AMT.	MATURITY	RATE	YIELD	COST	PROJ. INT.	PAR
3/1/2024	G/O	POOL	TASB LONE STAR	\$47,652,190.66	3/31/2024	5.330	5.330	\$47,652,190.66	\$215,714.29	\$47,867,904.95
3/1/2024	G/O	POOL	TEX-POOL	\$5,227,557.09	3/31/2024	5.321	5.321	\$5,227,557.09	\$23,624.40	\$5,251,181.49
3/6/2024	G/O	POOL	TASB LONE STAR	-\$ 255,058.26	withdrawal			-\$ 255,058.26	\$0.00	-\$255,058.26
3/7/2024	G/O	POOL	TASB LONE STAR	\$ 70,772.64	3/31/2024	5.330	5.330	\$ 70,772.64	\$248.03	\$71,020.67
3/7/2024	G/O	POOL	TASB LONE STAR	-\$ 900,000.00	withdrawal			-\$ 900,000.00	\$0.00	-\$900,000.00
3/8/2024	G/O	POOL	TASB LONE STAR	-\$ 200,000.00	withdrawal			-\$ 200,000.00	\$0.00	-\$200,000.00
3/12/2024	G/O	POOL	TASB LONE STAR	\$ 64,895.22	3/31/2024	5.330	5.330	\$ 64,895.22	\$217.96	\$65,113.18
3/14/2024	G/O	POOL	TASB LONE STAR	\$ 5,745.13	3/31/2024	5.330	5.330	\$ 5,745.13	\$15.94	\$5,761.07
3/18/2024	G/O	POOL	TASB LONE STAR	\$ 15,750.27	3/31/2024	5.330	5.330	\$ 15,750.27	\$39.10	\$15,789.37
3/18/2024	G/O	POOL	TASB LONE STAR	\$ 137,629.07	3/31/2024	5.330	5.330	\$ 137,629.07	\$261.27	\$137,890.34
3/19/2024	G/O	POOL	TASB LONE STAR	\$ 46,453.87	3/31/2024	5.330	5.330	\$ 46,453.87	\$88.19	\$46,542.06
3/20/2024	G/O	POOL	TASB LONE STAR	\$ 27,371.81	3/31/2024	5.330	5.330	\$ 27,371.81	\$47.96	\$27,419.77
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 5,080.02	3/31/2024	5.330	5.330	\$ 5,080.02	\$8.16	\$5,088.18
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 241,264.33	3/31/2024	5.330	5.330	\$ 241,264.33	\$352.31	\$241,616.64
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 2,018.06	3/31/2024	5.330	5.330	\$ 2,018.06	\$2.95	\$2,021.01
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 48,078.09	3/31/2024	5.330	5.330	\$ 48,078.09	\$70.21	\$48,148.30
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 261.03	3/31/2024	5.330	5.330	\$ 261.03	\$0.38	\$261.41
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 792.52	3/31/2024	5.330	5.330	\$ 792.52	\$1.16	\$793.68
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 166,969.81	3/31/2024	5.330	5.330	\$ 166,969.81	\$243.82	\$167,213.63
3/21/2024	G/O	POOL	TASB LONE STAR	\$ 106,310.28	3/31/2024	5.330	5.330	\$ 106,310.28	\$155.24	\$106,465.52
3/22/2024	G/O	POOL	TASB LONE STAR	-\$ 6,860,861.87	withdrawal			-\$ 6,860,861.87	\$0.00	-\$6,860,861.87
3/22/2024	G/O	POOL	TASB LONE STAR	\$ 23,073.05	3/31/2024	5.330	5.330	\$ 23,073.05	\$30.32	\$23,103.37
3/22/2024	G/O	POOL	TASB LONE STAR	\$ 11,333.89	3/31/2024	5.330	5.330	\$ 11,333.89	\$14.90	\$11,348.79
3/22/2024	G/O	POOL	TASB LONE STAR	-\$ 326,000.00	withdrawal			-\$ 326,000.00	\$0.00	-\$326,000.00
3/25/2024	G/O	POOL	TASB LONE STAR	\$ 33,500.59	3/31/2024	5.330	5.330	\$ 33,500.59	\$29.35	\$33,529.94
3/25/2024	G/O	POOL	TASB LONE STAR	\$ 746,151.00	3/31/2024	5.330	5.330	\$ 746,151.00	\$653.75	\$746,804.75
3/27/2024	G/O	POOL	TASB LONE STAR	\$ 4,744.55	3/31/2024	5.330	5.330	\$ 4,744.55	\$2.77	\$4,747.32
3/28/2024	G/O	POOL	TASB LONE STAR	-\$ 389,712.82	withdrawal			-\$ 389,712.82	\$0.00	-\$389,712.82
3/28/2024	G/O	POOL	TASB LONE STAR	-\$ 250,000.00	withdrawal			-\$ 250,000.00	\$0.00	-\$250,000.00
3/28/2024	G/O	POOL	TASB LONE STAR	\$ 24,870.74	3/31/2024	5.330	5.330	\$ 24,870.74	\$10.90	\$24,881.64
3/28/2024	G/O	POOL	TASB LONE STAR	\$ 203,771.43	interest			\$ 203,771.43	\$0.00	\$203,771.43
3/28/2024	G/O	POOL	TEX-POOL	\$ 23,602.44	interest			\$ 23,602.44	\$0.00	\$23,602.44
4/1/2024	G/O	POOL	TASB LONE STAR	\$ 31,635.59	in transit taxes			\$ 31,635.59	\$0.00	\$31,635.59
4/2/2024	G/O	POOL	TASB LONE STAR	\$ 25,906.99	in transit taxes			\$ 25,906.99	\$0.00	\$25,906.99
4/3/2024	G/O	POOL	TASB LONE STAR	\$ 19,989.41	in transit taxes			\$ 19,989.41	\$0.00	\$19,989.41
4/4/2024	G/O	POOL	TASB LONE STAR	\$ 57,028.51	in transit TEA			\$ 57,028.51	\$0.00	\$57,028.51
4/4/2024	G/O	POOL	TASB LONE STAR	\$ 11,794.64	in transit TEA			\$ 11,794.64	\$0.00	\$11,794.64
			SUB-TOTAL:	\$45,854,909.78				\$45,854,909.78		
3/1/2024	I&S	POOL	TASB-LONE STAR	\$23,901,702.12	3/31/2024	5.330	5.330	\$23,901,702.12	\$108,199.40	\$24,009,901.52
3/7/2024	I&S	POOL	TASB-LONE STAR	\$ 38,991.89	3/31/2024	5.330	5.330	\$ 38,991.89	\$136.65	\$39,128.54
3/8/2024	I&S	POOL	TASB-LONE STAR	\$ 35,313.10	3/31/2024	5.330	5.330	\$ 35,313.10	\$118.60	\$35,431.70
3/12/2024	I&S	POOL	TASB-LONE STAR	\$ 2,995.07	3/31/2024	5.330	5.330	\$ 2,995.07	\$8.31	\$3,003.38

**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
3/14/2024	I&S	POOL	TASB-LONE STAR	\$ 8,607.42	3/31/2024	5.330	5.330	\$ 8,607.42	\$21.37	\$8,628.79
3/18/2024	I&S	POOL	TASB-LONE STAR	\$ 75,019.37	3/31/2024	5.330	5.330	\$ 75,019.37	\$142.41	\$75,161.78
3/18/2024	I&S	POOL	TASB-LONE STAR	\$ 26,044.18	3/31/2024	5.330	5.330	\$ 26,044.18	\$49.44	\$26,093.62
3/19/2024	I&S	POOL	TASB-LONE STAR	\$ 15,328.70	3/31/2024	5.330	5.330	\$ 15,328.70	\$26.86	\$15,355.56
3/20/2024	I&S	POOL	TASB-LONE STAR	\$ 2,545.41	3/31/2024	5.330	5.330	\$ 2,545.41	\$4.09	\$2,549.50
3/21/2024	I&S	POOL	TASB-LONE STAR	\$ 130,832.76	3/31/2024	5.330	5.330	\$ 130,832.76	\$191.05	\$131,023.81
3/22/2024	I&S	POOL	TASB-LONE STAR	\$ 12,465.20	3/31/2024	5.330	5.330	\$ 12,465.20	\$16.38	\$12,481.58
3/25/2024	I&S	POOL	TASB-LONE STAR	\$ 18,271.28	3/31/2024	5.330	5.330	\$ 18,271.28	\$16.01	\$18,287.29
3/28/2024	I&S	POOL	TASB-LONE STAR	\$ 108,646.76	3/31/2024	5.330	5.330	\$ 108,646.76	\$47.60	\$108,694.36
3/28/2024	I&S	POOL	TASB-LONE STAR	\$ 3.43	interest			\$ 3.43	\$0.00	\$3.43
4/1/2024	I&S	POOL	TASB-LONE STAR	\$ 21,367.18	interest			\$ 21,367.18	\$0.00	\$21,367.18
4/2/2024	I&S	POOL	TASB-LONE STAR	\$ 14,008.78	in transit			\$ 14,008.78	\$0.00	\$14,008.78
4/3/2024	I&S	POOL	TASB-LONE STAR	\$ 11,000.73	in transit			\$ 11,000.73	\$0.00	\$11,000.73
			SUB-TOTAL:	\$24,423,143.38				\$24,423,143.38		
3/1/2024	QSCB	POOL	TASB-LONE STAR	\$2,205,149.79	3/31/2024	5.330	5.330	\$2,205,149.79	\$9,982.38	\$2,215,132.17
3/28/2024	QSCB	POOL	TASB-LONE STAR	\$9,955.99	interest			\$9,955.99	\$0.00	\$9,955.99
			SUB-TOTAL:	\$2,215,105.78				\$2,215,105.78		
3/1/2024	CAP PROJ	POOL/BANK	COMBINED	\$171,193,673.64	3/31/2024	5.330	5.330	\$171,193,673.64	\$774,967.96	\$171,968,641.60
3/7/2024	CAP PROJ	BANK	FFB	-\$458,644.25	withdrawal			-\$458,644.25	\$0.00	-\$458,644.25
3/22/2024	CAP PROJ	BANK	FFB	-\$26,130.00	withdrawal			-\$26,130.00	\$0.00	-\$26,130.00
3/22/2024	CAP PROJ	BANK	FFB	-\$285,587.74	withdrawal			-\$285,587.74	\$0.00	-\$285,587.74
3/22/2024	CAP PROJ	BANK	FFB	-\$720,563.99	withdrawal			-\$720,563.99		
3/28/2024	CAP PROJ	BANK	FFB	-\$1,142,019.09	withdrawal			-\$1,142,019.09		
3/28/2024	CAP PROJ	BANK	FFB	\$107,518.00	interest			\$107,518.00	\$0.00	\$107,518.00
3/6/2024	CAP PROJ	POOL	TEX-POOL	-\$50,692.54	withdrawal			-\$50,692.54	\$0.00	-\$50,692.54
3/7/2024	CAP PROJ	POOL	TEX-POOL	-\$2,727.07	withdrawal			-\$2,727.07	\$0.00	-\$2,727.07
3/7/2024	CAP PROJ	POOL	TEX-POOL	-\$245,807.75	withdrawal			-\$245,807.75	\$0.00	
3/18/2024	CAP PROJ	POOL	TEX-POOL	-\$17,635.50	withdrawal			-\$17,635.50	\$0.00	
3/18/2024	CAP PROJ	POOL	TEX-POOL	-\$39,464.33	withdrawal			-\$39,464.33	\$0.00	
3/19/2024	CAP PROJ	POOL	TEX-POOL	-\$60,957.00	withdrawal			-\$60,957.00	\$0.00	
3/19/2024	CAP PROJ	POOL	TEX-POOL	-\$4,202,977.40	withdrawal			-\$4,202,977.40	\$0.00	
3/19/2024	CAP PROJ	POOL	TEX-POOL	-\$2,413,839.80	withdrawal			-\$2,413,839.80	\$0.00	
3/22/2024	CAP PROJ	POOL	TEX-POOL	-\$1,925.38	withdrawal			-\$1,925.38	\$0.00	
3/22/2024	CAP PROJ	POOL	TEX-POOL	-\$27,596.99	withdrawal			-\$27,596.99	\$0.00	
3/27/2024	CAP PROJ	POOL	TEX-POOL	-\$248,698.83	withdrawal			-\$248,698.83	\$0.00	
3/28/2024	CAP PROJ	POOL	TEX-POOL	\$468,114.58	interest			\$468,114.58	\$0.00	
3/27/2024	CAP PROJ	POOL	TASB-LONE STAR	-\$1,000,510.85	withdrawal			-\$1,000,510.85	\$0.00	
3/28/2024	CAP PROJ	POOL	TASB-LONE STAR	\$178,345.19	interest			\$178,345.19	\$0.00	\$178,345.19
			SUB-TOTAL:	\$161,001,872.90				\$161,001,872.90		

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

WAXAHACHIE ISD SUMMARY OF ACTIVITY AS OF MARCH 2024

GENERAL FUND	YTD ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	YTD %	PRIOR YTD %
REVENUES	80,062,986.75	119,329,045	119,340,848	67.09%	83.52%
EXPENDITURES	68,712,675.50	118,327,765	120,063,092	55.56%	57.98%
SPECIAL PROGRAMS					
REVENUES	3,499,684.38	7,527,540	10,739,238	32.59%	29.09%
EXPENDITURES	4,288,565.18	7,525,019	10,736,717	39.94%	39.41%
INTEREST & SINKING					
REVENUES	33,419,024.20	33,799,502	33,799,502	98.87%	95.32%
EXPENDITURES	22,700,406.25	37,842,888	37,842,888	59.98%	35.92%
CAPITAL PROJECTS					
REVENUES	5,646,388.00	-	0.00	0.00%	0.00%
EXPENDITURES	36,370,775.85	-	537,770,684	6.76%	0.00%
ENTERPRISE FUNDS					
REVENUES	4,689,255.50	5,436,874	5,436,874	86.25%	78.58%
EXPENDITURES	3,622,513.23	5,810,237	5,835,237	62.08%	66.73%

FC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
00 LOCAL/INTER. SOURCES	58,644,547.10	0.00	62,993,497	63,005,300	4,360,752.90	93.08		
00 STATE PROGRAM REV.	23,824,432.37	0.00	54,335,548	54,335,548	30,511,115.63	43.85		
00 FEDERAL PROG. REV.	-2,423,396.72	0.00	2,000,000	2,000,000	4,423,396.72	-121.17		
00 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
00 OTHER RESOURCES	17,404.00	0.00	0	0	-17,404.00	0.00		
00 gen	80,062,986.75	0.00	119,329,045	119,340,848	39,277,861.25	67.09		
-- Revenue	80,062,986.75	0.00	119,329,045	119,340,848	39,277,861.25	67.09		
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	36,866,801.31	0.00	66,656,609	66,495,749	29,628,947.69	55.44		
11 PRO./CONTRACTED SVC.	699,547.95	253,941.79	1,344,436	1,471,331	517,841.26	64.80		
11 SUPPLIES	1,399,215.37	483,177.91	2,146,334	2,514,975	632,581.72	74.85		
11 OTHER OPERATING EXP.	109,388.85	55,448.48	404,219	452,281	287,443.67	36.45		
11 CAPITAL PROJECTS	232,086.01	5,906.00	16,000	247,296	9,303.99	96.24		
11 INSTRUCTION	39,307,039.49	798,474.18	70,567,598	71,181,632	31,076,118.33	56.34		
12 PAYROLL COSTS	711,314.31	0.00	1,265,823	1,265,823	554,508.69	56.19		
12 PRO./CONTRACTED SVC.	19,418.54	0.00	26,268	28,085	8,666.46	69.14		
12 SUPPLIES	62,748.32	10,597.09	121,032	117,026	43,680.59	62.67		
12 OTHER OPERATING EXP.	2,732.00	245.00	4,400	6,589	3,612.00	45.18		
12 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
12 INST. RESOURCES & ME	796,213.17	10,842.09	1,417,523	1,417,523	610,467.74	56.93		
13 PAYROLL COSTS	871,042.74	0.00	1,465,657	1,433,157	562,114.26	60.78		
13 PRO./CONTRACTED SVC.	74,251.56	0.00	52,739	86,139	11,887.44	86.20		
13 SUPPLIES	15,205.20	5,619.78	54,586	54,144	33,319.02	38.46		
13 OTHER OPERATING EXP.	86,853.33	7,656.09	192,779	190,805	96,295.58	49.53		
13 CURRICULUM DEV.& INS	1,047,352.83	13,275.87	1,765,761	1,764,245	703,616.30	60.12		
21 PAYROLL COSTS	1,782,350.94	0.00	2,804,376	2,804,376	1,022,025.06	63.56		
21 PRO./CONTRACTED SVC.	14,640.37	0.00	4,800	4,500	-10,140.37	325.34		
21 SUPPLIES	13,768.52	1,777.55	16,200	18,800	3,253.93	82.69		
21 OTHER OPERATING EXP.	7,876.07	1,841.76	42,200	33,000	23,282.17	29.45		
21 INSTRUCTIONAL LEADER	1,818,635.90	3,619.31	2,867,576	2,860,676	1,038,420.79	63.70		

FC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
23 PAYROLL COSTS	3,823,688.98	0.00	6,760,737	6,760,737	2,937,048.02	56.56		
23 PRO./CONTRACTED SVC.	0.00	0.00	5,000	1,000	1,000.00	0.00		
23 SUPPLIES	46,462.49	5,380.94	94,204	80,229	28,385.57	64.62		
23 OTHER OPERATING EXP.	23,016.13	3,378.30	87,100	49,815	23,420.57	52.98		
23 SCHOOL LEADERSHIP	3,893,167.60	8,759.24	6,947,041	6,891,781	2,989,854.16	56.62		
31 PAYROLL COSTS	1,725,225.80	0.00	3,069,671	3,069,671	1,344,445.20	56.20		
31 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
31 SUPPLIES	57,099.62	4,111.74	36,460	71,983	10,771.64	85.04		
31 OTHER OPERATING EXP.	10,343.75	167.68	12,835	21,132	10,620.57	49.74		
31 GUIDANCE & COUNSELIN	1,792,669.17	4,279.42	3,118,966	3,162,786	1,365,837.41	56.82		
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	825,607.46	0.00	1,441,846	1,441,846	616,238.54	57.26		
33 PRO./CONTRACTED SVC.	12,897.85	0.00	5,000	5,000	-7,897.85	257.96		
33 SUPPLIES	15,110.32	2,013.05	33,175	31,175	14,051.63	54.93		
33 OTHER OPERATING EXP.	1,116.50	0.00	6,850	6,850	5,733.50	16.30		
33 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00		
33 HEALTH SERVICES	854,732.13	2,013.05	1,486,871	1,484,871	628,125.82	57.70		
34 PAYROLL COSTS	1,983,185.67	0.00	2,917,119	2,917,119	933,933.33	67.98		
34 PRO./CONTRACTED SVC.	62,131.36	9,476.10	110,000	79,977	8,369.54	89.54		
34 SUPPLIES	465,445.00	60,271.38	619,500	580,420	54,703.62	90.58		
34 OTHER OPERATING EXP.	118,719.73	8,729.70	98,000	137,280	9,830.57	92.84		
34 CAPITAL PROJECTS	598,497.33	604,190.15	326,000	1,236,143	33,455.52	97.29		
34 PUPIL TRANSPORTATION	3,227,979.09	682,667.33	4,070,619	4,950,939	1,040,292.58	78.99		
35 PAYROLL COSTS	25,507.24	0.00	0	0	-25,507.24	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	25,507.24	0.00	0	0	-25,507.24	0.00		
36 PAYROLL COSTS	1,967,184.45	0.00	3,531,235	3,531,235	1,564,050.55	55.71		
36 PRO./CONTRACTED SVC.	217,708.14	27,574.00	219,939	269,489	24,206.86	91.02		
36 SUPPLIES	187,653.43	31,355.98	296,288	337,023	118,013.59	64.98		
36 OTHER OPERATING EXP.	491,267.26	63,252.26	1,033,394	928,829	374,309.48	59.70		

FC OBJ	2023-24 FYTD Activity	Encumbered Amount	2023-24 Original Budget	2023-24 Revised Budget	Unencumbered Balance	2023-24 FYTD %
36 CAPITAL PROJECTS	478,879.50	3,977.39	0	483,858	1,001.11	99.79
36 COCURR./EXTRACURR.AC	3,342,692.78	126,159.63	5,080,856	5,550,434	2,081,581.59	62.50
41 PAYROLL COSTS	1,587,929.47	0.00	2,678,058	2,679,515	1,091,584.09	59.26
41 PRO./CONTRACTED SVC.	302,640.64	10,238.00	504,550	519,605	206,726.36	60.21
41 SUPPLIES	42,705.41	4,806.54	91,435	90,076	42,564.27	52.75
41 OTHER OPERATING EXP.	174,810.59	28,667.71	454,185	409,033	205,554.92	49.75
41 CAPITAL PROJECTS	29,064.00	0.00	7,000	37,000	7,936.00	78.55
41 GENERAL ADMINISTRATI	2,137,150.11	43,712.25	3,735,228	3,735,229	1,554,365.64	58.39
51 PAYROLL COSTS	3,653,534.03	0.00	6,447,085	6,447,085	2,793,550.97	56.67
51 PRO./CONTRACTED SVC.	1,726,561.10	35,380.96	2,512,600	2,463,600	701,657.94	71.52
51 SUPPLIES	518,544.30	42,903.52	800,000	800,000	238,552.18	70.18
51 OTHER OPERATING EXP.	1,271,236.71	3,526.18	1,440,213	1,460,213	185,450.11	87.30
51 CAPITAL PROJECTS	7,150.00	199,000.00	205,000	334,000	127,850.00	61.72
51 PLANT MAINTENANCE &	7,177,026.14	280,810.66	11,404,898	11,504,898	4,047,061.20	64.82
52 PAYROLL COSTS	1,135,132.45	0.00	1,454,270	1,454,270	319,137.55	78.06
52 PRO./CONTRACTED SVC.	27,601.70	11,000.00	620,000	610,000	571,398.30	6.33
52 SUPPLIES	22,571.64	4,985.42	64,000	64,000	36,442.94	43.06
52 OTHER OPERATING EXP.	4,781.99	0.00	10,500	20,500	15,718.01	23.33
52 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00
52 SECURITY & MONITORIN	1,190,087.78	15,985.42	2,148,770	2,148,770	942,696.80	56.13
53 PAYROLL COSTS	553,090.92	0.00	910,417	910,417	357,326.08	60.75
53 PRO./CONTRACTED SVC.	429,966.82	6,000.00	595,195	595,195	159,228.18	73.25
53 SUPPLIES	297,986.99	1,503.65	370,251	370,251	70,760.36	80.89
53 OTHER OPERATING EXP.	10,426.47	0.00	15,383	15,383	4,956.53	67.78
53 CAPITAL PROJECTS	8,443.92	35,715.00	45,000	45,000	841.08	98.13
53 DATA PROCESSING SERV	1,299,915.12	43,218.65	1,936,246	1,936,246	593,112.23	69.37
61 PAYROLL COSTS	118,253.53	0.00	219,882	219,882	101,628.47	53.78
61 PRO./CONTRACTED SVC.	0.00	0.00	1,431	0	0.00	0.00
61 SUPPLIES	24,495.24	422.93	27,241	29,822	4,903.83	83.56
61 OTHER OPERATING EXP.	3,263.27	40.00	11,258	10,108	6,804.73	32.68
61 COMMUNITY SERVICES	146,012.04	462.93	259,812	259,812	113,337.03	56.38
71 DEBT SERVICE	0.00	0.00	0	0	0.00	0.00
71 DEBT SERVICES	0.00	0.00	0	0	0.00	0.00

FC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
81 PRO./CONTRACTED SVC.	2,000.00	0.00	0	0	-2,000.00	0.00		
81 SUPPLIES	0.00	0.00	0	0	0.00	0.00		
81 CAPITAL PROJECTS	159,754.86	26,500.00	825,000	518,250	331,995.14	35.94		
81 FACILITIES ACQ. & CO	161,754.86	26,500.00	825,000	518,250	329,995.14	36.33		
91 PRO./CONTRACTED SVC.	0.00	0.00	0	0	0.00	0.00		
91 CONT. INST.SVCS.\PUBL	0.00	0.00	0	0	0.00	0.00		
95 PRO./CONTRACTED SVC.	24,955.00	0.00	40,000	40,000	15,045.00	62.39		
95 PYMTS.TO JJAEP PROGR	24,955.00	0.00	40,000	40,000	15,045.00	62.39		
99 PRO./CONTRACTED SVC.	469,785.05	0.00	655,000	655,000	185,214.95	71.72		
99 OTHER OPERATING EXP.	0.00	0.00	0	0	0.00	0.00		
99 Other Governmental C	469,785.05	0.00	655,000	655,000	185,214.95	71.72		
-- Expense	68,712,675.50	2,060,780.03	118,327,765	120,063,092	49,289,635.47	58.95		
Grand Revenue Totals	80,062,986.75	0.00	119,329,045	119,340,848	39,277,861.25	67.09		
Grand Expense Totals	68,712,675.50	2,060,780.03	118,327,765	120,063,092	49,289,635.47	58.95		
Grand Totals	11,350,311.25	2,060,780.03	1,001,280	722,244	10,011,774.22	-1,571.54		
	Profit	Loss	Profit	Loss				

Number of Accounts: 13387

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

FC OBJ	2023-24		2023-24		2023-24 Comment	2023-24	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget		Unencumbered Balance	FYTD %
00 LOCAL/INTER. SOURCES	0.00	0.00	0.00	0.00		0.00	0.00
00 STATE PROGRAM REV.	426,535.19	0.00	0.00	3,303,825.56		2,877,290.37	12.91
00 FEDERAL PROG. REV.	3,073,149.19	0.00	0.00	7,435,412.92		4,362,263.73	41.33
00 PAYROLL COSTS	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
00 gen	3,499,684.38	0.00	0.00	10,739,238.48		7,239,554.10	32.59
-- Revenue	3,499,684.38	0.00	0.00	10,739,238.48		7,239,554.10	32.59
00 PAYROLL COSTS	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
00 SUPPLIES	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
00 gen	0.00	0.00	0.00	0.00		0.00	0.00
11 PAYROLL COSTS	978,281.28	0.00	0.00	2,253,282.60		1,275,001.32	43.42
11 PRO./CONTRACTED SVC.	353,968.97	126,455.28	0.00	651,640.00		171,215.75	54.32
11 SUPPLIES	340,167.26	69,937.99	0.00	2,761,661.37		2,351,556.12	12.32
11 OTHER OPERATING EXP.	4,640.13	0.00	0.00	21,277.00		16,636.87	21.81
11 CAPITAL PROJECTS	422,305.99	4,454.06	0.00	393,894.00		-32,866.05	107.21
11 INSTRUCTION	2,099,363.63	200,847.33	0.00	6,081,754.97		3,781,544.01	34.52
12 PAYROLL COSTS	7,620.59	0.00	0.00	7,621.00		0.41	99.99
12 SUPPLIES	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
12 INST. RESOURCES & ME	7,620.59	0.00	0.00	7,621.00		0.41	99.99
13 PAYROLL COSTS	158,527.16	0.00	0.00	601,894.47		443,367.31	26.34
13 PRO./CONTRACTED SVC.	269,194.95	128,440.00	0.00	766,109.00		368,474.05	35.14
13 SUPPLIES	5,405.39	10,152.48	0.00	184,426.00		168,868.13	2.93
13 OTHER OPERATING EXP.	31,520.80	6,372.69	0.00	332,224.00		294,330.51	9.49
13 CURRICULUM DEV. & INS	464,648.30	144,965.17	0.00	1,884,653.47		1,275,040.00	24.65
21 PAYROLL COSTS	9,162.94	0.00	0.00	9,164.00		1.06	99.99
21 PRO./CONTRACTED SVC.	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
21 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
21 INSTRUCTIONAL LEADER	9,162.94	0.00	0.00	9,164.00		1.06	99.99
23 PAYROLL COSTS	45,260.60	0.00	0.00	45,262.00		1.40	100.00

FC OBJ	2023-24		2023-24		2023-24 Comment	Unencumbered Balance	2023-24 FYTD %
	FYTD Activity	Amount	Original Budget	Revised Budget			
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.	64.25	0.00	0.00	191.00		126.75	33.64
23 SCHOOL LEADERSHIP	45,324.85	0.00	0.00	45,453.00		128.15	99.72
31 PAYROLL COSTS	1,137,311.40	0.00	0.00	2,098,192.00		960,880.60	54.20
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	1,137,311.40	0.00	0.00	2,098,192.00		960,880.60	54.20
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	8,656.17	0.00	0.00	8,658.00		1.83	99.98
33 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
33 HEALTH SERVICES	8,656.17	0.00	0.00	8,658.00		1.83	99.98
34 PAYROLL COSTS	33,146.85	0.00	0.00	32,249.00		-897.85	102.78
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	33,146.85	0.00	0.00	32,249.00		-897.85	102.78
35 PAYROLL COSTS	37,137.04	0.00	0.00	37,138.00		0.96	100.00
35 SUPPLIES	0.00	0.00	0.00	0.00		0.00	0.00
35 FOOD SERVICES	37,137.04	0.00	0.00	37,138.00		0.96	100.00
36 PAYROLL COSTS	2,544.22	0.00	0.00	2,546.00		1.78	99.93
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	2,544.22	0.00	0.00	2,546.00		1.78	99.93
41 PAYROLL COSTS	12,718.13	0.00	0.00	12,720.00		1.87	99.99
41 OTHER OPERATING EXP.	0.00	0.00	0.00	0.00		0.00	0.00
41 GENERAL ADMINISTRATI	12,718.13	0.00	0.00	12,720.00		1.87	99.99

FC OBJ	2023-24		2023-24		2023-24 Comment	Unencumbered Balance	2023-24 FYTD %
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget			
51 PAYROLL COSTS	61,375.32	0.00	0.00	61,377.00		1.68	100.00
51 PRO./CONTRACTED SVC.	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
51 PLANT MAINTENANCE &	61,375.32	0.00	0.00	61,377.00		1.68	100.00
52 PAYROLL COSTS	21,932.44	0.00	0.00	21,934.00		1.56	99.99
52 PRO./CONTRACTED SVC.	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
52 CAPITAL PROJECTS	333,367.80	0.00	0.00	418,999.00		85,631.20	79.56
52 SECURITY & MONITORIN	355,300.24	0.00	0.00	440,933.00		85,632.76	80.58
53 PAYROLL COSTS	6,113.19	0.00	0.00	6,115.00		1.81	99.97
53 DATA PROCESSING SERV	6,113.19	0.00	0.00	6,115.00		1.81	99.97
61 PAYROLL COSTS	8,142.31	0.00	0.00	8,143.00		0.69	99.99
61 PRO./CONTRACTED SVC.	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
61 COMMUNITY SERVICES	8,142.31	0.00	0.00	8,143.00		0.69	99.99
71 DEBT SERVICE	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
81 PAYROLL COSTS	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
81 FACILITIES ACQ. & CO	0.00	0.00	0.00	0.00		0.00	0.00
-- Expense	4,288,565.18	345,812.50	0.00	10,736,717.44		6,102,339.76	39.94
Grand Revenue Totals	3,499,684.38	0.00	0.00	10,739,238.48		7,239,554.10	32.59
Grand Expense Totals	4,288,565.18	345,812.50	0.00	10,736,717.44		6,102,339.76	39.94
Grand Totals	788,880.80	345,812.50	0.00	2,521.04		1,137,214.34	????????
Loss		Loss		Profit		Profit	

Number of Accounts: 12102

EC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
00 LOCAL/INTER. SOURCES	31,813,761.20	0.00	33,699,502	33,699,502	1,885,740.80	94.40		
00 STATE PROGRAM REV.	1,605,263.00	0.00	0	0	-1,605,263.00	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	33,419,024.20	0.00	33,799,502	33,799,502	380,477.80	98.87		
-- Revenue	33,419,024.20	0.00	33,799,502	33,799,502	380,477.80	98.87		
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	22,700,406.25	0.00	37,842,888	37,842,888	15,142,481.75	59.99		
71 DEBT SERVICES	22,700,406.25	0.00	37,842,888	37,842,888	15,142,481.75	59.99		
-- Expense	22,700,406.25	0.00	37,842,888	37,842,888	15,142,481.75	59.99		
Grand Revenue Totals	33,419,024.20	0.00	33,799,502	33,799,502	380,477.80	98.87		
Grand Expense Totals	22,700,406.25	0.00	37,842,888	37,842,888	15,142,481.75	59.99		
Grand Totals	10,718,617.95	0.00	4,043,386	4,043,386	14,762,003.95	-265.09		
Profit			Loss	Loss				

Number of Accounts: 29

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

FC OBJ	2023-24		2023-24		2023-24 Comment	Unencumbered		2023-24 FYTD %
	FYTD Activity	Amount	Original Budget	Revised Budget		Balance		
00 LOCAL/INTER. SOURCES	5,646,388.00	0.00	0	0		-5,646,388.00	0.00	
00 STATE PROGRAM REV.	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	5,646,388.00	0.00	0	0		-5,646,388.00	0.00	
-- Revenue	5,646,388.00	0.00	0	0		-5,646,388.00	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	0.00	0.00	0	0		0.00	0.00	
11 SUPPLIES	0.00	0.00	0	0		0.00	0.00	
11 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	
11 INSTRUCTION	0.00	0.00	0	0		0.00	0.00	
12 SUPPLIES	0.00	0.00	0	0		0.00	0.00	
12 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	
12 INST. RESOURCES & ME	0.00	0.00	0	0		0.00	0.00	
35 SUPPLIES	0.00	0.00	0	0		0.00	0.00	
35 FOOD SERVICES	0.00	0.00	0	0		0.00	0.00	
36 SUPPLIES	0.00	0.00	0	0		0.00	0.00	
36 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	
36 COCURR./EXTRACURR.AC	0.00	0.00	0	0		0.00	0.00	
51 PRO./CONTRACTED SVC.	5,800.80	0.00	0	0		-5,800.80	0.00	
51 SUPPLIES	20,607.93	11,655.63-	0	0		-8,952.30	0.00	
51 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	
51 PLANT MAINTENANCE &	26,408.73	11,655.63-	0	0		-14,753.10	0.00	
52 PRO./CONTRACTED SVC.	0.00	0.00	0	0		0.00	0.00	
52 SUPPLIES	0.00	0.00	0	0		0.00	0.00	
52 CAPITAL PROJECTS	0.00	0.00	0	0		0.00	0.00	
52 SECURITY & MONITORIN	0.00	0.00	0	0		0.00	0.00	
71 DEBT SERVICE	0.00	0.00	0	0		0.00	0.00	
71 DEBT SERVICES	0.00	0.00	0	0		0.00	0.00	
81 PAYROLL COSTS	0.00	0.00	0	0		0.00	0.00	

FC OBJ	2023-24		2023-24		2023-24 Comment	Unencumbered Balance	2023-24 FYTD &
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget			
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.	-15.00	0.00	0	0		15.00	0.00
81 CAPITAL PROJECTS	36,344,382.12	7,672,716.82	0	537,770,684		493,753,585.06	6.76
81 FACILITIES ACQ. & CO	36,344,367.12	7,672,716.82	0	537,770,684		493,753,600.06	6.76
-- Expense	36,370,775.85	7,661,061.19	0	537,770,684		493,738,846.96	6.76
Grand Revenue Totals	5,646,388.00	0.00	0	0		-5,646,388.00	0.00
Grand Expense Totals	36,370,775.85	7,661,061.19	0	537,770,684		493,738,846.96	6.76
Grand Totals	30,724,387.85	7,661,061.19	0	537,770,684		499,385,234.96	5.71
	Loss	Loss		Loss		Loss	

Number of Accounts: 321

***** 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	2,032,728.60	342.00-	1,992,000	1,992,000	-40,386.60	102.03		
00 STATE PROGRAM REV.	487,514.78	0.00	354,874	354,874	-132,640.78	137.38		
00 FEDERAL PROG. REV.	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 RESOURCES	2,169,012.12	0.00	3,090,000	3,090,000	920,987.88	70.19		
00 gen	4,689,255.50	342.00-	5,436,874	5,436,874	747,960.50	86.24		
-- Revenue	4,689,255.50	342.00-	5,436,874	5,436,874	747,960.50	86.24		
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	0.00	0.00	0	0	0.00	0.00		
11 INSTRUCTION	0.00	0.00	0	0	0.00	0.00		
35 PAYROLL COSTS	1,499,062.50	0.00	2,817,084	2,817,084	1,318,021.50	53.21		
35 PRO./CONTRACTED SVC.	2,514.80	0.00	4,000	4,000	1,485.20	62.87		
35 SUPPLIES	1,707,770.90	436,360.20	2,177,460	2,169,960	25,828.90	98.81		
35 OTHER OPERATING EXP.	4,315.67	189.00	4,000	11,500	6,995.33	39.17		
35 CAPITAL PROJECTS	51,063.68	0.00	100,000	100,000	48,936.32	51.06		
35 FOOD SERVICES	3,264,727.55	436,549.20	5,102,544	5,102,544	1,401,267.25	72.54		
51 PAYROLL COSTS	0.00	0.00	0	0	0.00	0.00		
51 PRO./CONTRACTED SVC.	0.00	0.00	79,572	79,572	79,572.00	0.00		
51 PLANT MAINTENANCE &	0.00	0.00	79,572	79,572	79,572.00	0.00		
61 PAYROLL COSTS	312,214.09	0.00	568,990	568,990	256,775.91	54.87		
61 PRO./CONTRACTED SVC.	1,091.40	3,268.30	20,569	20,569	16,209.30	21.20		
61 SUPPLIES	36,106.57	5,108.86	35,200	52,700	11,484.57	78.21		
61 OTHER OPERATING EXP.	8,373.62	0.00	3,362	10,862	2,488.38	77.09		
61 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
61 COMMUNITY SERVICES	357,785.68	8,377.16	628,121	653,121	286,958.16	56.06		
81 CAPITAL PROJECTS	0.00	0.00	0	0	0.00	0.00		
81 FACILITIES ACQ. & CO	0.00	0.00	0	0	0.00	0.00		
-- Expense	3,622,513.23	444,926.36	5,810,237	5,835,237	1,767,797.41	69.70		
Grand Revenue Totals	4,689,255.50	342.00-	5,436,874	5,436,874	747,960.50	86.24		

FC OBJ	2023-24		2023-24		2023-24		2023-24	
	FYTD Activity	Encumbered Amount	Original Budget	Revised Budget	Unencumbered Balance	FYTD %		
Grand Expense Totals	3,622,513.23	444,926.36	5,810,237	5,835,237	1,767,797.41	69.70		
Grand Totals	1,066,742.27	445,268.36	373,363	398,363	1,019,836.91	-267.78		
	Profit	Loss	Loss	Loss	Loss			

Number of Accounts: 995

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

Waxahachie ISD 2023-24 Budget Summary March 2024

	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
REVENUES											
5700 LOCAL REVENUE	62,993,497	63,005,300	58,644,547			33,699,502	31,813,761		5,646,388	1,992,000	2,032,729
5800 STATE PROGRAM REVENUES	54,335,548	54,335,548	23,824,432	3,303,826	426,535	1,605,263	1,605,263		-	354,874	487,515
5900 FEDERAL REVENUES	2,000,000	2,000,000	(2,423,397)	7,435,412	3,073,149	100,000					
7900 OTHER RESOURCES/TRANSFERS			17,404								
TOTAL REVENUES	119,329,045	119,340,848	80,062,987	10,739,238	3,499,684	33,799,502	33,419,024	-	5,646,388	3,090,000	2,169,012
APPROPRIATIONS BY FUNCTION											
00 TRANSFERS BETWEEN FUNDS											
11 INSTRUCTIONAL RESOURCES & MEDIA SER	70,567,598	71,181,632	39,307,039	6,081,755	2,099,364						
12 INSTRUCTIONAL RESOURCES & MEDIA SER	1,417,523	1,417,523	796,213	7,621	7,621						
13 CURRICULUM & INSTRUCTIONAL STAFF DEV.	1,765,761	1,764,245	1,047,353	1,884,653	464,648						
21 INSTRUCTIONAL LEADERSHIP	2,867,576	2,860,676	1,818,636	9,164	9,163						
23 SCHOOL ADMINISTRATION	6,947,041	6,891,781	3,893,168	45,453	45,325						
31 GUIDANCE AND COUNSELING SERVICES	3,118,966	3,162,786	1,792,669	2,098,192	1,137,311						
32 SOCIAL WORK SERVICES											
33 HEALTH SERVICES	1,486,871	1,484,871	854,732	8,658	8,656						
34 STUDENT (PUPIL) TRANSPORTATION	4,070,619	4,950,939	3,227,979	32,249	33,147						
35 FOOD SERVICES			25,507	37,138	37,137						
36 COCURRICULAR/EXTRACURRICULAR ACTIV.	5,080,856	5,550,434	3,342,693	2,546	2,544						
41 GENERAL ADMINISTRATION	3,735,228	3,735,229	2,137,150	12,720	12,718						
51 PLANT MAINTENANCE AND OPERATION	11,404,898	11,504,898	7,177,026	61,377	61,375				26,409	79,572	
52 SECURITY & MONITORING SERVICES	2,148,770	2,148,770	1,190,087	440,933	355,300						
53 DATA PROCESSING SERVICES	1,936,246	1,936,246	1,299,915	6,115	6,113						
61 COMMUNITY SERVICES	259,812	259,812	146,012	8,143	8,142					653,121	357,786
71 DEBT SERVICE						37,842,888	22,700,406				
81 FACILITIES	825,000	518,250	161,755					537,770,684	36,344,367		
95 JJAEP	40,000	40,000	24,955								
99 OTHER	655,000	655,000	469,785								
TOTAL APPROPRIATIONS AND TRANSFERS	118,327,765	120,063,092	68,712,675	10,736,717	4,288,564	37,842,888	22,700,406	537,770,684	36,370,776	5,835,237	3,622,513
TOTAL REVENUES OVER (UNDER) APPROPRIATIONS	1,001,280	(722,244)	11,350,312	2,521	(788,880)	(4,043,386)	10,718,618	(537,770,684)	(30,724,388)	(398,363)	1,066,743

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Andy Reeves

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



EXECUTIVE SUMMARY:

Informational report on the maintenance department’s work orders from the month of April 2024.

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

April 2024 WO Report

Campus	HVAC	Elec	Plumbing	General	Doors & Locks	Total
WHS	21	12	26	24	9	92
Global High	3	4	12	8	1	28
Finley JH	13	7	18	8	5	51
Coleman JH	8	1	10	12	3	34
Howard JH	7	3	6	8	4	28
Challenge/AEP	0	0	0	2	0	2
Wedgeworth	2	6	5	6	3	22
Marvin	6	2	11	7	4	30
Northside	0	0	3	6	2	11
Simpson	4	2	2	6	3	17
Felty	4	5	7	11	10	37
Dunaway	6	1	7	27	4	45
Wilemon	2	3	5	9	0	19
Clift	3	2	3	1	2	11
Turner Pre-K	3	2	3	10	5	23
Shackelford	2	2	4	9	4	21
Misc.	2	29	33	83	11	158
Total Count	86	81	155	237	70	629

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Mike Morgan

Subject: Monthly Attendance, Discipline, Drug Offenses, Drug Testing, and Usage of Drug Dog and Metal Detector Report **Related Page(s)** 8



EXECUTIVE SUMMARY:

Informational reports regarding student attendance, student discipline, student drug offenses, student drug testing, and drug dog and metal detector searches for April 2024.

ATTACHMENTS:

April Reports

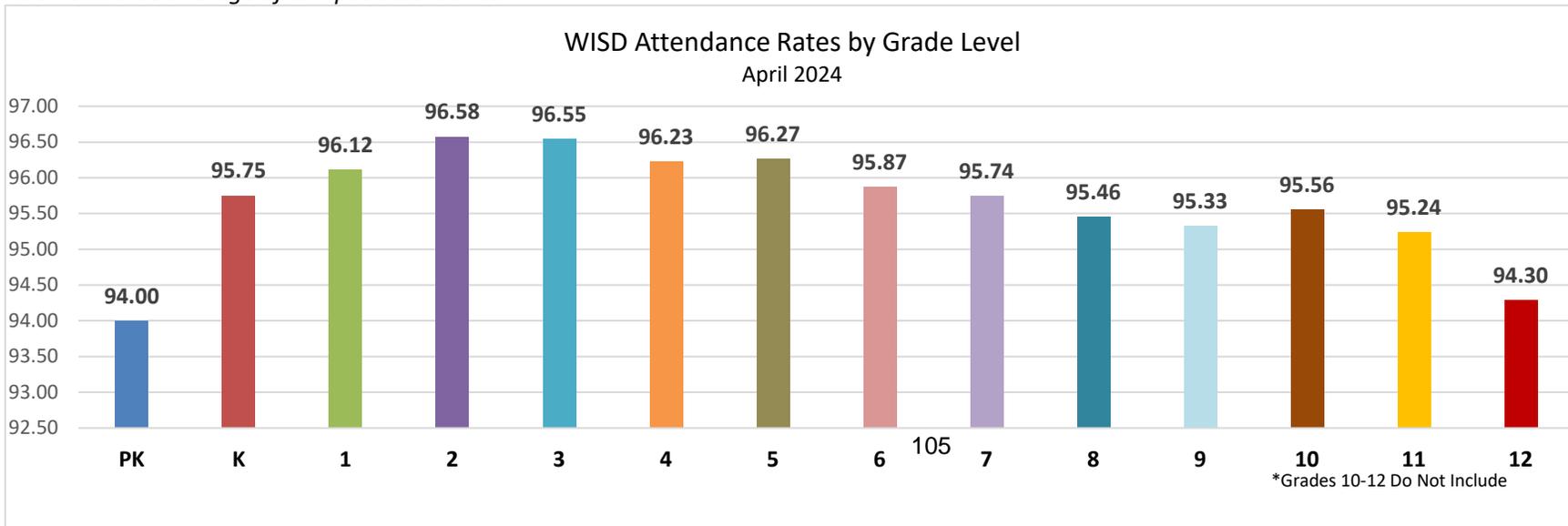
BOARD PRIORITY GOALS		
X	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

WAXAHACHIE ISD April 2024 Attendance Report

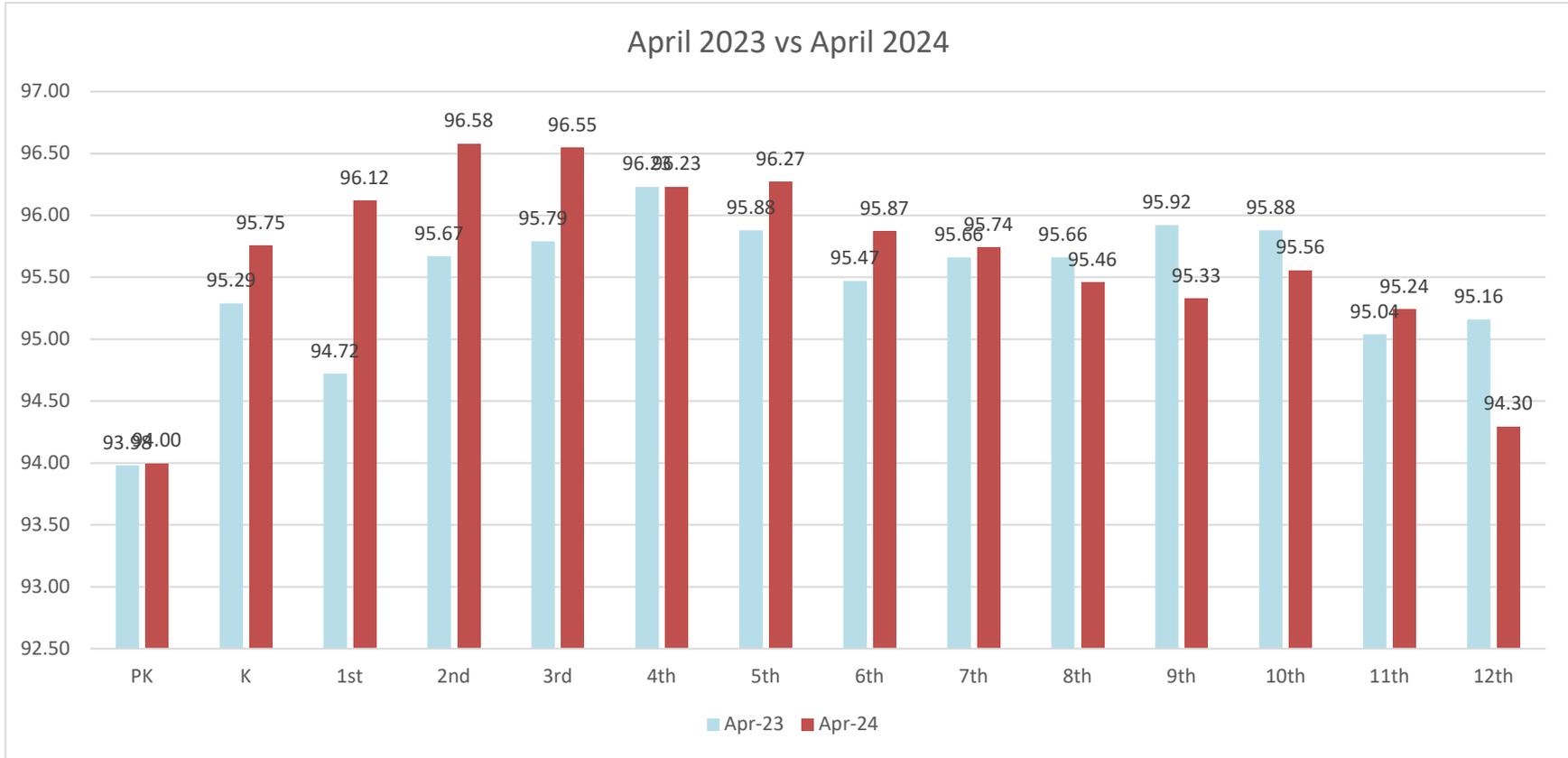
	August	September	October	November	December	January	February	March	April	May	
Waxahachie High School	95.90%	94.09%	93.97%	93.55%	95.21%	93.44%	93.15%	93.46%	93.84%		
High School of Choice	93.40%	90.14%	90.11%	91.12%	92.52%	91.47%	89.09%	87.95%	93.58%		
Global High School	97.86%	96.41%	96.34%	95.75%	95.97%	95.58%	95.66%	96.11%	96.23%		
Coleman Jr. High	95.25%	95.42%	95.10%	94.67%	93.99%	94.64%	94.00%	94.98%	95.26%		
Finley Jr. High	96.94%	96.05%	95.59%	94.90%	94.88%	94.38%	93.59%	94.82%	95.34%		
Howard Jr. High	96.52%	96.14%	95.93%	95.97%	96.19%	95.26%	95.11%	95.95%	96.52%		
Clift Elementary	96.17%	95.89%	94.14%	94.25%	95.49%	94.87%	94.60%	95.20%	96.01%		
Dunaway Elementary	97.39%	96.16%	95.18%	94.88%	94.53%	94.26%	95.19%	96.42%	96.42%		
Felty Elementary	96.08%	96.71%	95.98%	96.09%	95.93%	94.72%	94.81%	96.55%	96.82%		
Marvin Elementary	96.10%	94.42%	94.19%	94.41%	93.61%	93.00%	93.70%	95.32%	95.76%		
Northside Elementary	96.77%	95.56%	94.05%	94.34%	93.90%	93.03%	93.57%	95.19%	95.18%		
Shackelford Elementary	97.15%	96.37%	96.27%	94.73%	96.15%	95.64%	93.24%	96.95%	96.58%		
Simpson Elementary	97.76%	96.90%	96.56%	95.52%	95.81%	94.52%	95.41%	96.43%	96.58%		
Wedgeworth Elementary	96.26%	95.55%	95.04%	94.49%	93.86%	92.67%	93.92%	95.07%	96.15%		
Wilemon Elementary	97.57%	97.07%	95.82%	95.53%	95.13%	93.29%	94.71%	96.06%	96.67%		
Turner PreK	95.30%	92.68%	88.57%	91.26%	89.89%	90.62%	90.25%	92.21%	92.19%		
				<i>*Highlighted cells indicate a drop in attendance from previous month.</i>							
District ADA:	96.36%	95.36%	94.83%	94.50%	94.96%	93.98%	93.92%	94.92%	95.31%		

* Total ADA is calculated with different programs/students receiving different weights for attendance.

It is not a true average of campus attendance.



WAXAHACHIE ISD April 2024 Attendance Report



Discipline Data for WISD (4/1/2024 – 4/30/2024)

The discipline breakdown for Waxahachie ISD for the month of **April** 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: Violation of Student Code of Conduct (**21**). Terroristic Threat (**26**). Assault Against Someone Other Than Employee/Volunteer (**28**). Fighting/Mutual Combat (**41**). Possessed, sold, gave, used, delivered, or was under the influence of marijuana or THC (**62**). Possessed, sold, gave, delivered, or used e-cigarette (**63**).

Expulsion (1):

- **1** Serious Misbehavior While at DAEP (**59**) *Discretionary Expulsion*

DAEP Placements (58):

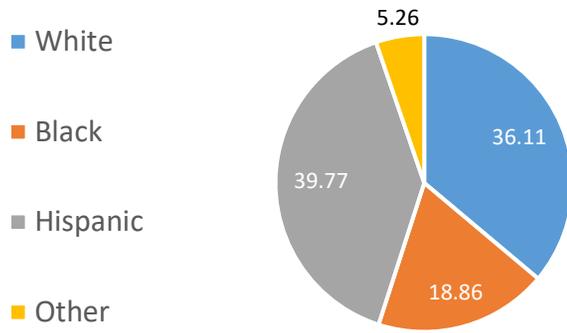
- **12** Violation of Student Code of Conduct (**21**) *Discretionary DAEP Placement*
- **1** Terroristic Threat (**26**) *Mandatory DAEP Placement*
- **4** Assault Against Someone Other Than School Employee/Volunteer (**28**) *Mandatory DAEP Placement*
- **12** Fighting/Mutual Combat (**41**). *Discretionary DAEP Placement*
- **18** Possessed, Sold, Gave, Used, Delivered, Or was under the Influence of Marijuana or Tetrahydrocannabinol (**62**) *Mandatory DAEP Placement*
- **11** E-Cigarette/Vaping Device (**63**) *Mandatory DAEP Placement*

ISS/OSS Placements:

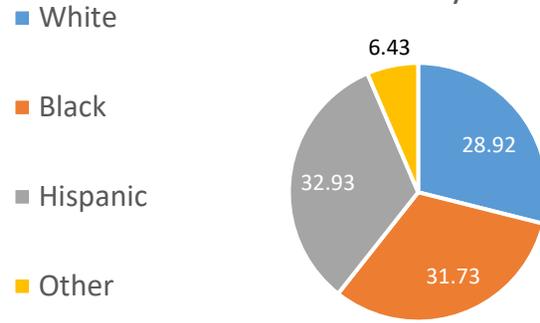
- There were **249** ISS assignments (both full and partial days) for date window. Some of these were multiple day assignments.
- There were **62** OSS assignments (both full and partial days) for date window. Some of these were multiple day assignments.

Charting Discipline for WISD:

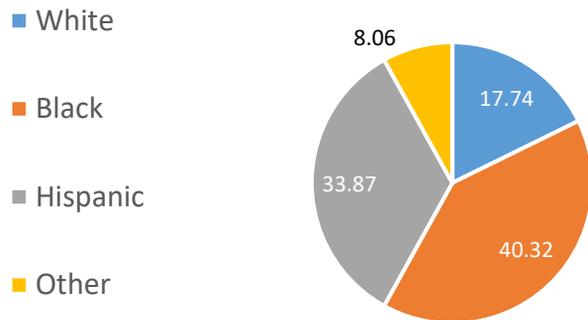
Enrollment % By Ethnicity (11,019 Total)



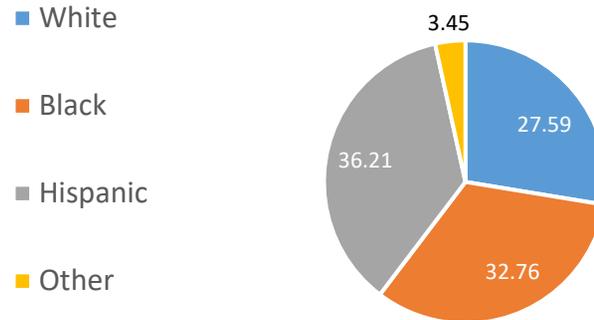
ISS Placements (249 Total)
Ethnicity %



OSS Placements (62 Total)
Ethnicity %



DAEP Placements (58 Total)
Ethnicity %



RANDOM DRUG TESTING – EXTRACURRICULAR SECONDARY STUDENTS

Waxahachie ISD's most recent round of random drug testing for high school students involved in extracurricular activities occurred on Thursday, April 25, and the most recent round of random drug testing for seventh and eighth grade students involved in extracurricular activities for April was rescheduled due to STAAR testing. We have not yet received the results from the tests at the high schools.

USAGE OF DRUG DOGS AND METAL DETECTORS

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, April 2, checking 56 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, April 3, checking 56 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, April 4, checking 54 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, April 5, checking 57 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, April 9, checking 55 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, April 10, checking 59 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 area on Thursday, April 11, checking vehicles of 101 students total. There were seven hits with two finds which were vapes.

Canine narcotics and firearm detection was utilized in conjunction with metal detectors at Waxahachie Global High School in the student parking area on Thursday, April 11, checking vehicles of 68 students total. There were two hits with one find which was marijuana residue/roach.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, April 11, checking 53 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, April 12, checking 51 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, April 15, checking 54 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, April 16, checking 47 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, April 17, checking 52 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, April 18, checking 57 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, April 19, checking 57 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, April 22, checking 60 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, April 23, checking 55 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Wednesday, April 24, checking 52 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Thursday, April 25, checking 58 students. There were zero hits.

Metal detectors were utilized at Waxahachie High School of Choice's student entrance on Thursday, April 25, checking 19 students. There were zero hits.

Canine narcotics and firearm detection was utilized in conjunction with metal detectors at Waxahachie High School in multiple classrooms on Thursday, April 25, checking 350 students total. There were six hits with zero finds.

Metal detectors were utilized at Coleman Junior High's student entrance on Thursday, April 25, checking 186 students. There were zero hits.

Metal detectors were utilized at Howard Junior High's student entrance on Thursday, April 25, checking 175 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Friday, April 26, checking 55 students. There were zero hits.

Metal detectors were utilized at Finley Junior High's student entrance on Friday, April 26, checking 180 students. There were zero hits.

Metal detectors were utilized at Waxahachie High School's student and bus entrances on Friday, April 26, checking 519 students total. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Monday, April 29, checking 55 students. There were zero hits.

Metal detectors were utilized at Challenge Academy's student entrance on Tuesday, April 30, checking 50 students. There were zero hits.

WAXAHACHIE ISD

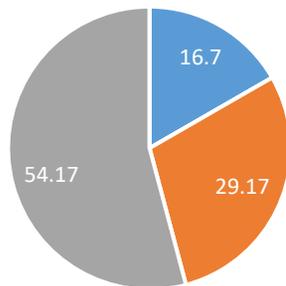
STUDENT DRUG OFFENSES

2023-24 School Year

CAMPUS	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
WHS	4	11	6	4	17	16	11	6	18	
HSOC	0	0	0	0	0	1	4	0	0	
Global	0	0	0	1	0	0	1	0	1	
Coleman	1	0	3	0	2	1	0	0	1	
Finley	0	0	0	1	0	0	4	0	2	
Howard	0	0	0	0	0	1	0	1	2	
Total	5	11	9	6	19	19	20	7	24	

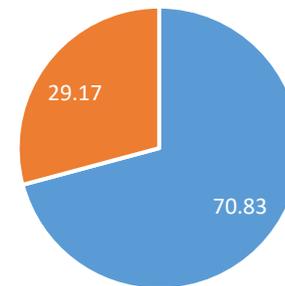
Drug Offenses (24 Total)
Ethnicity %

- White
- Black
- Hispanic
- Other



Drug Offenses (24 Total)
Gender %

- Male
- Female



**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: March 18, 2024 **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

April 2024

WAXAHACHIE ISD TRANSPORTATION

By the Numbers



Routes

- Elementary Routes – 42
- Junior High Routes – 19
- 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
- Students Transported – 4,555

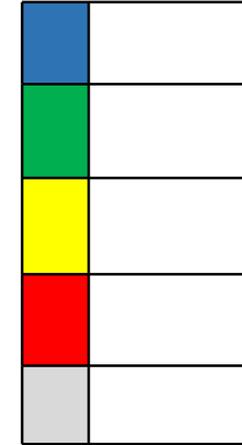
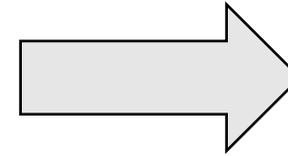
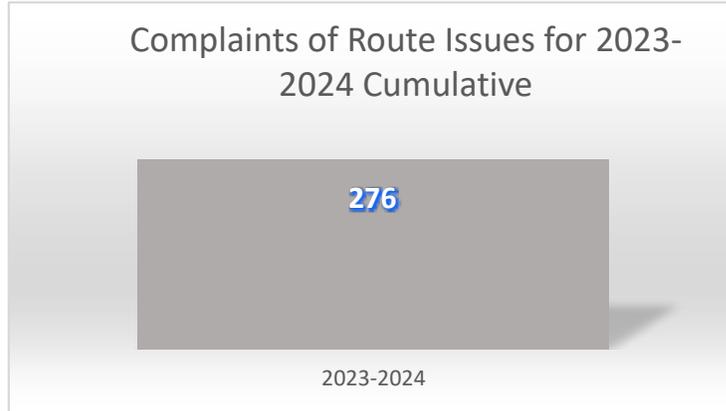
Fleet Size

- Full Size Diesel Buses – 51 (46 Usable for Route)
- SPED Diesel Buses – 14
- District White Fleet – 60
 - Bookmobile – 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

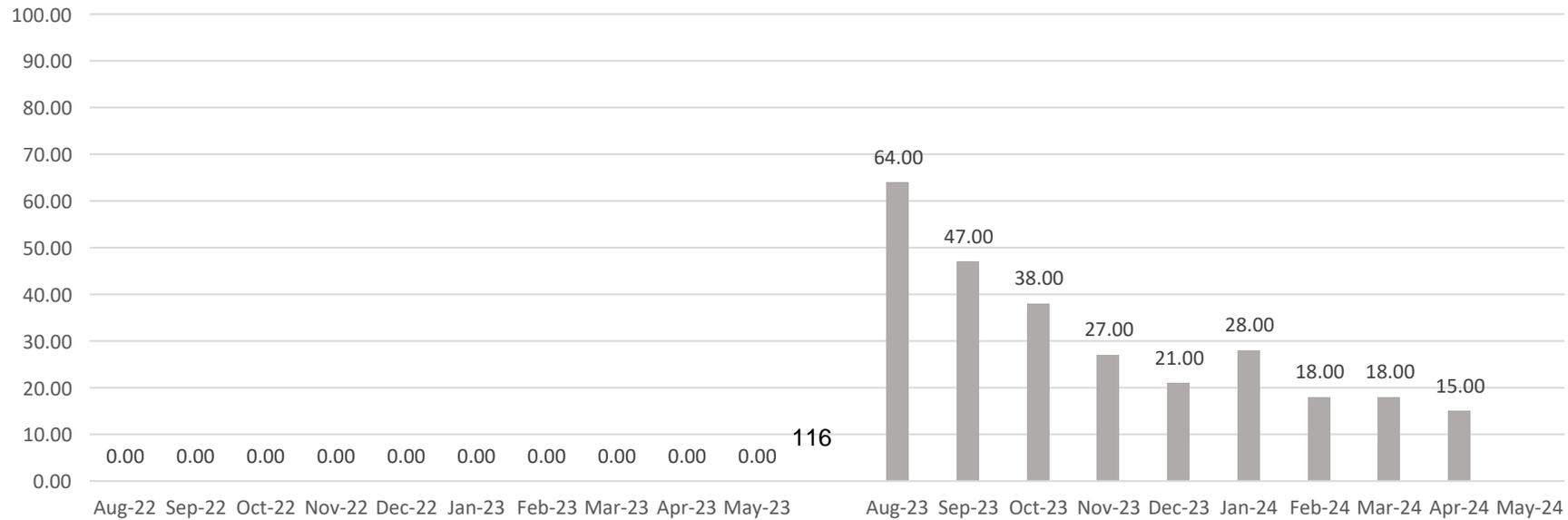
Transportation

2.1 Complaints of Route Issues



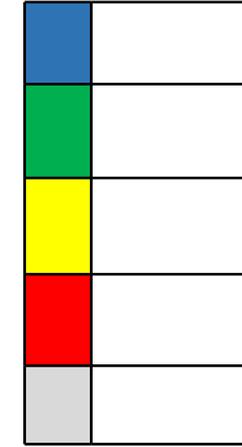
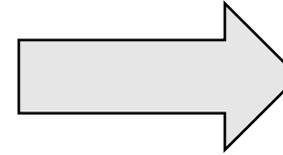
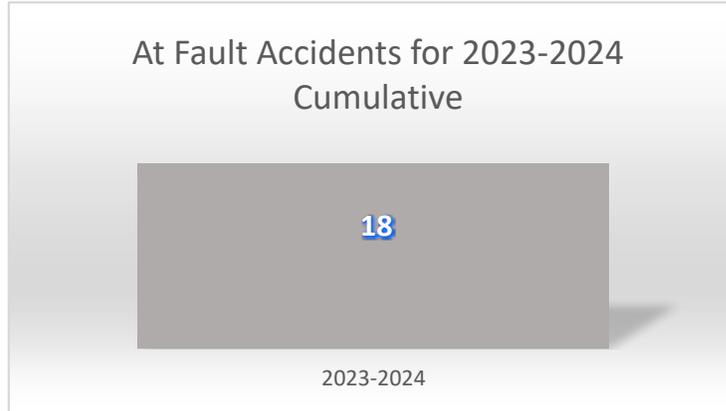
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Grey	No Data

Complaints of Route Issues



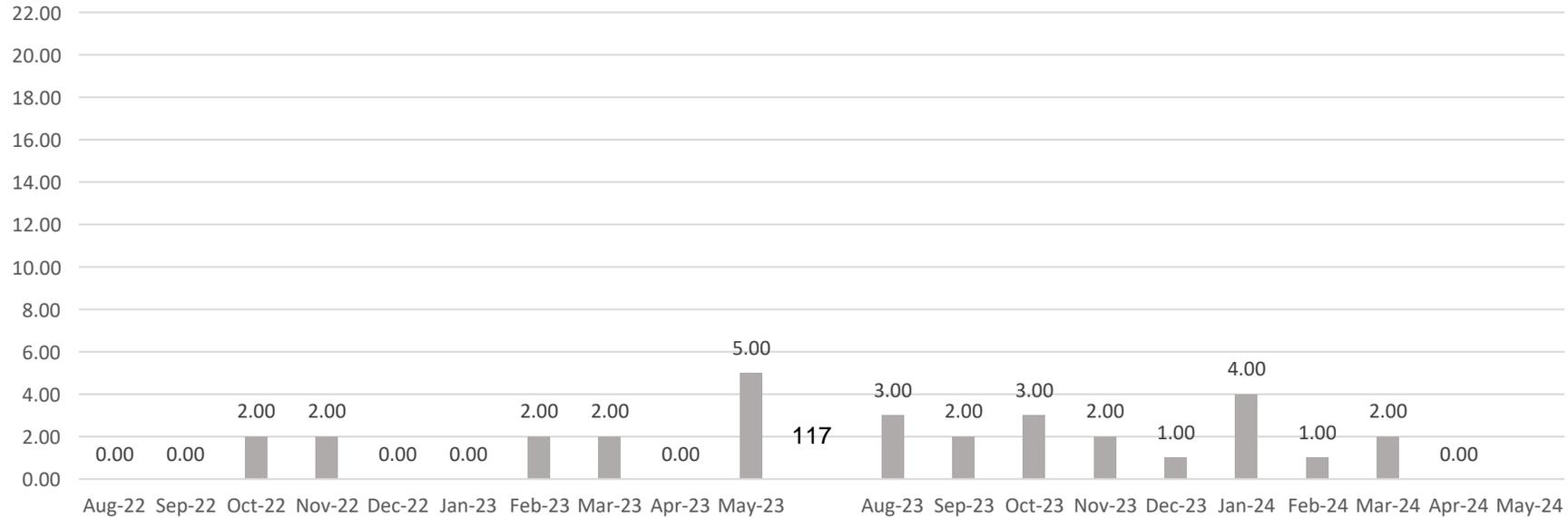
Transportation

3.1 At Fault Accidents



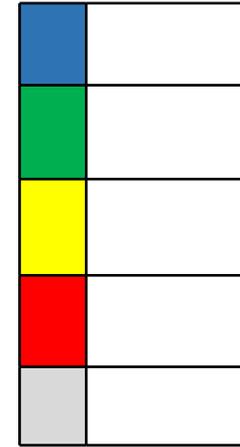
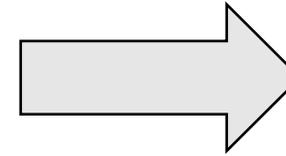
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Grey	No Data

At Fault Accidents



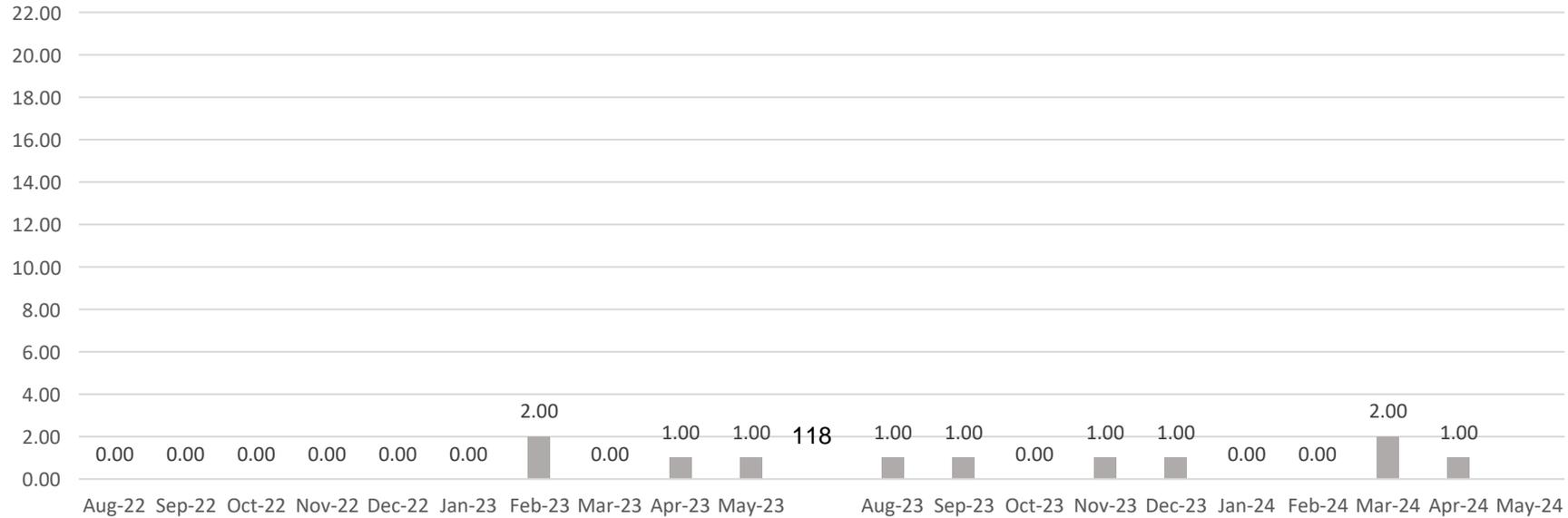
Transportation

3.2 CDL Trainee Graduates



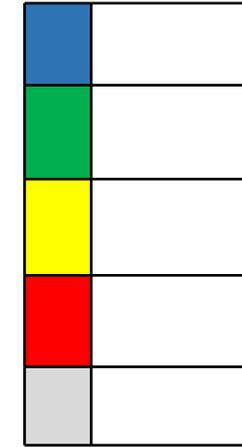
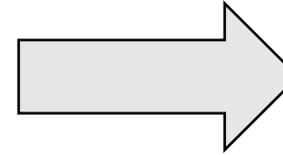
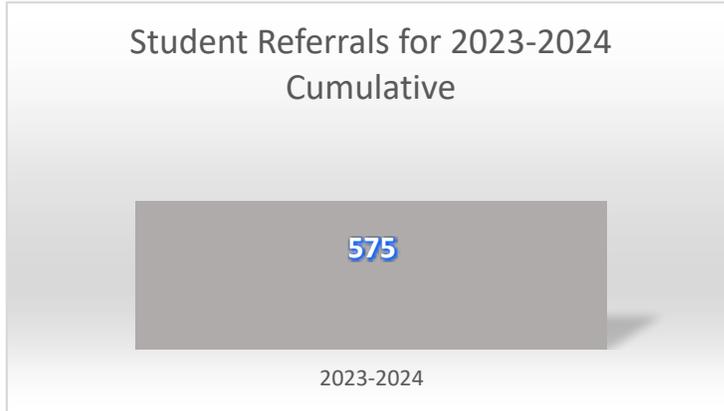
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CDL Trainee Graduates

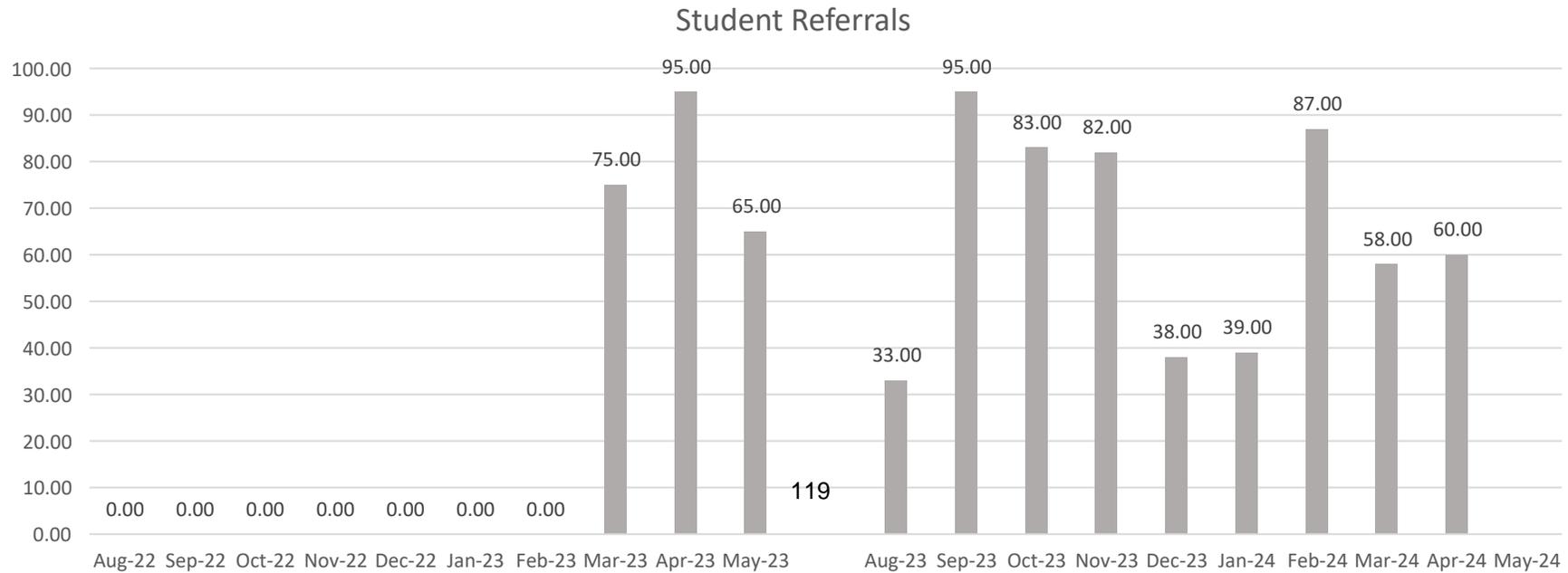


Transportation

4.1 Student Referrals

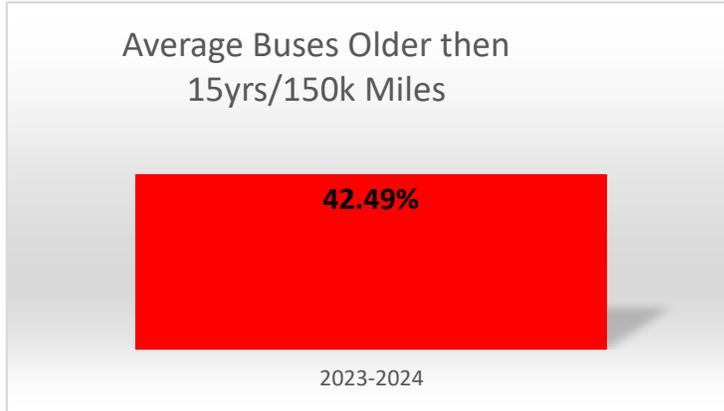


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Grey	No Data



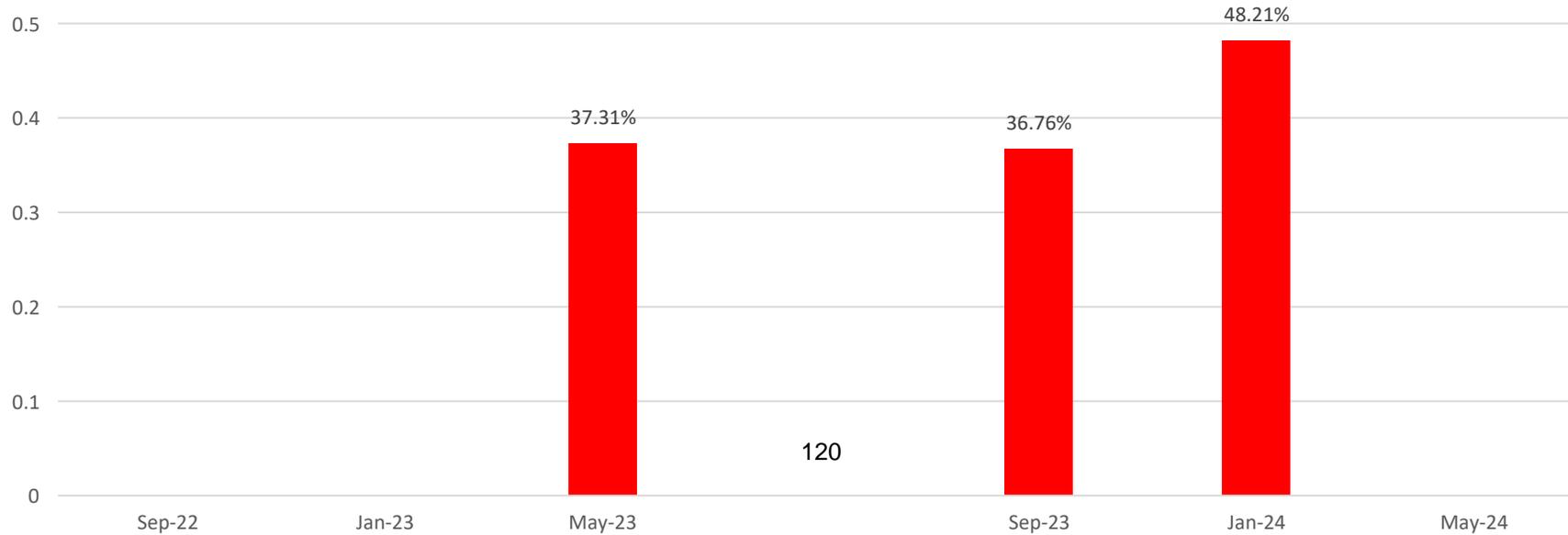
Transportation

5.1 Buses Older than 15yrs/150k Miles



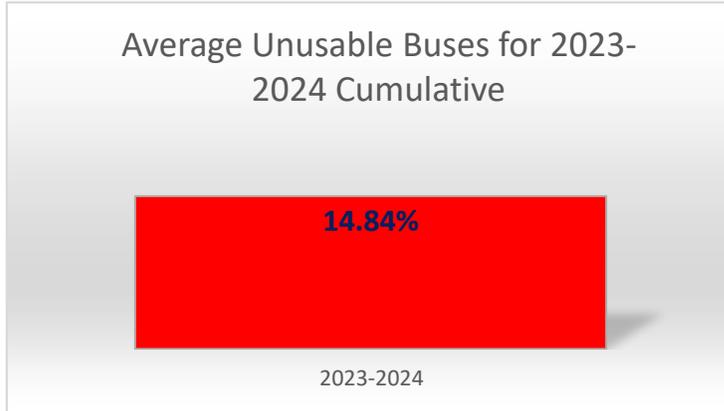
	Above Goal		<12%
	At Goal		12%-18%
	Near Goal		18%-25%
	Below Goal		>25%
	No Data		

Buses Older then 15yrs/150k Miles



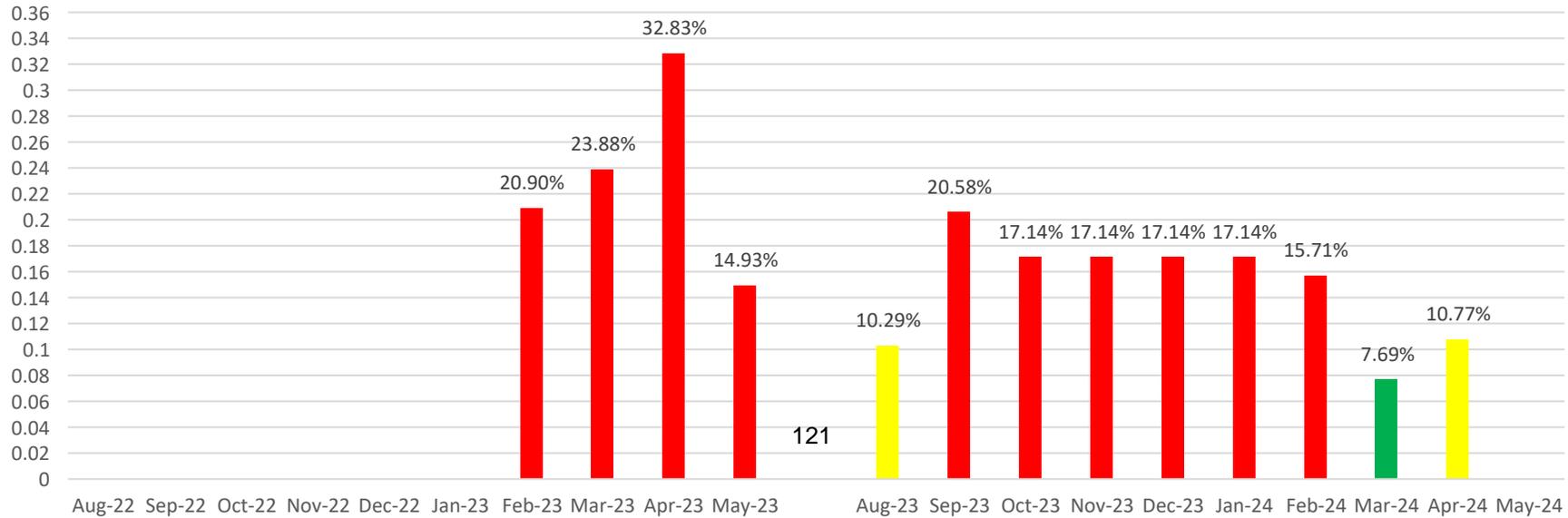
Transportation

5.2 Average Unusable Buses



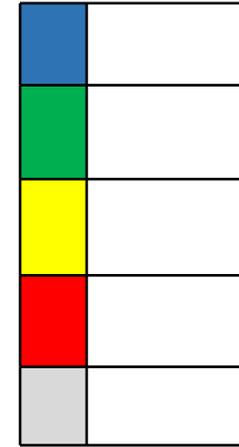
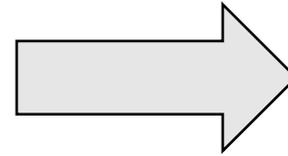
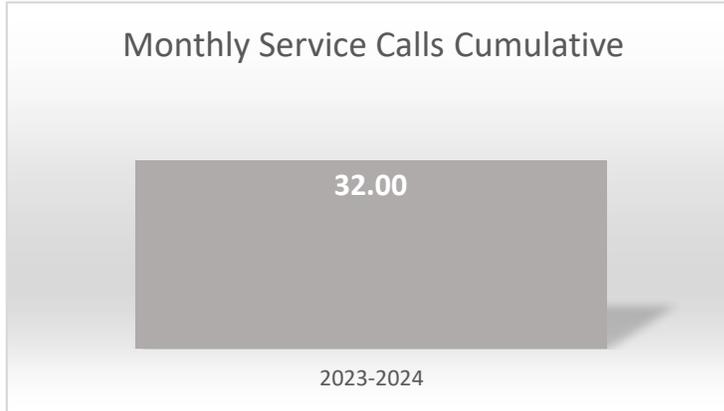
	Above Goal		< 5 %
	At Goal		5-8%
	Near Goal		9-12%
	Below Goal		>12%
	No Data		

Average Monthly Unusable Buses



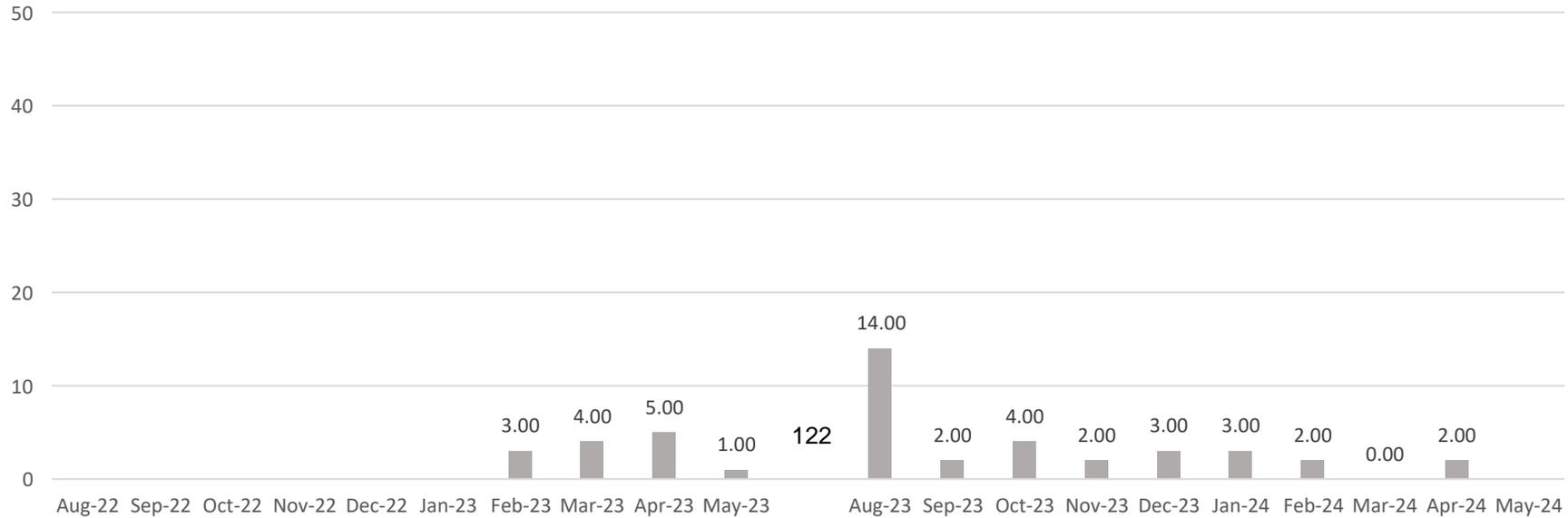
Transportation

5.3 Monthly Service Calls



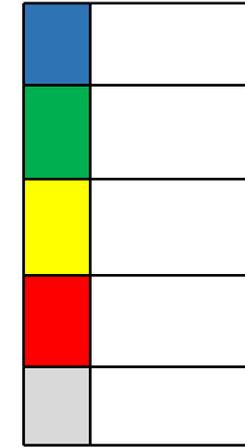
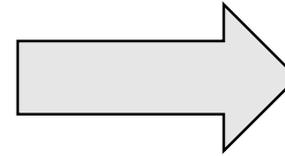
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Red	Below Goal
Grey	No Data

Monthly Service Calls



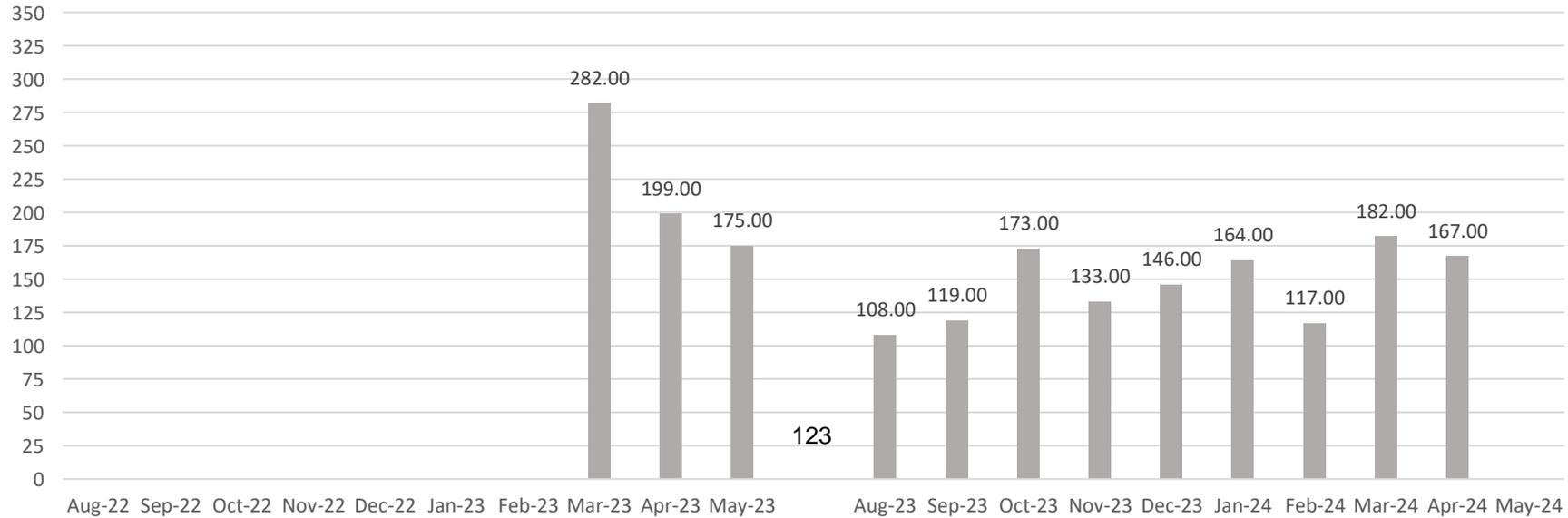
Transportation

5.4 Monthly Shop Jobs Completed



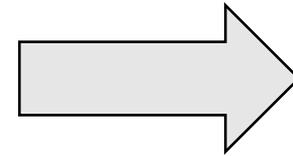
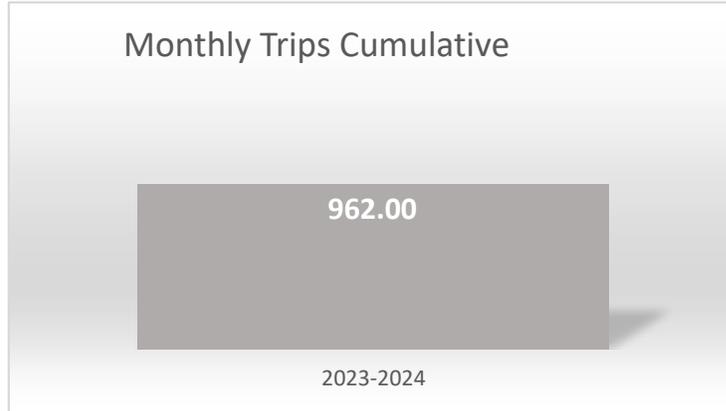
Blue	Above Goal
Green	At Goal
Yellow	Near Goal
Red	Below Goal
Grey	No Data

Monthly Shop Jobs Completed

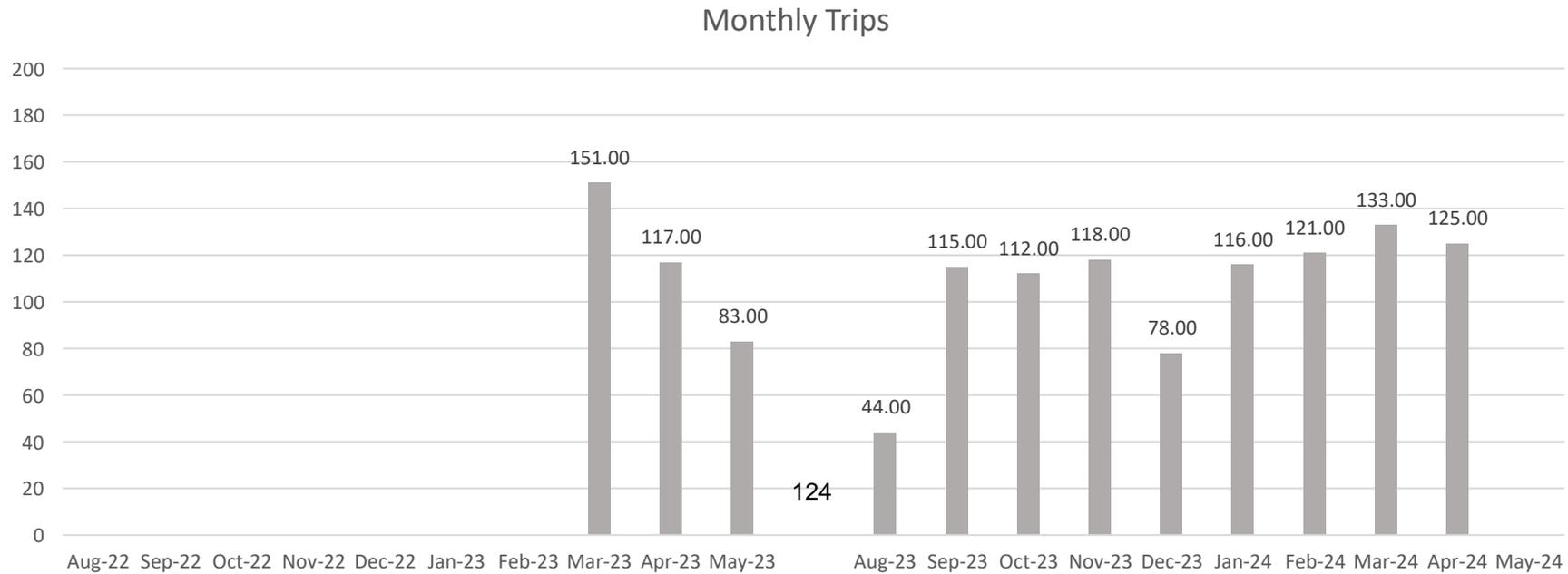


Transportation

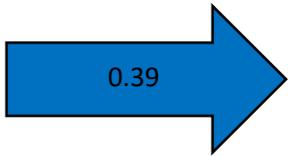
6.1 Monthly Trips



	Above Goal
	At Goal
	Near Goal
	Below Goal
	No Data



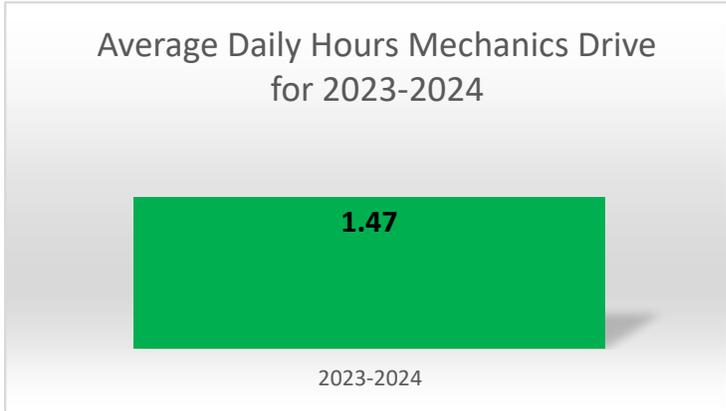
Transportation



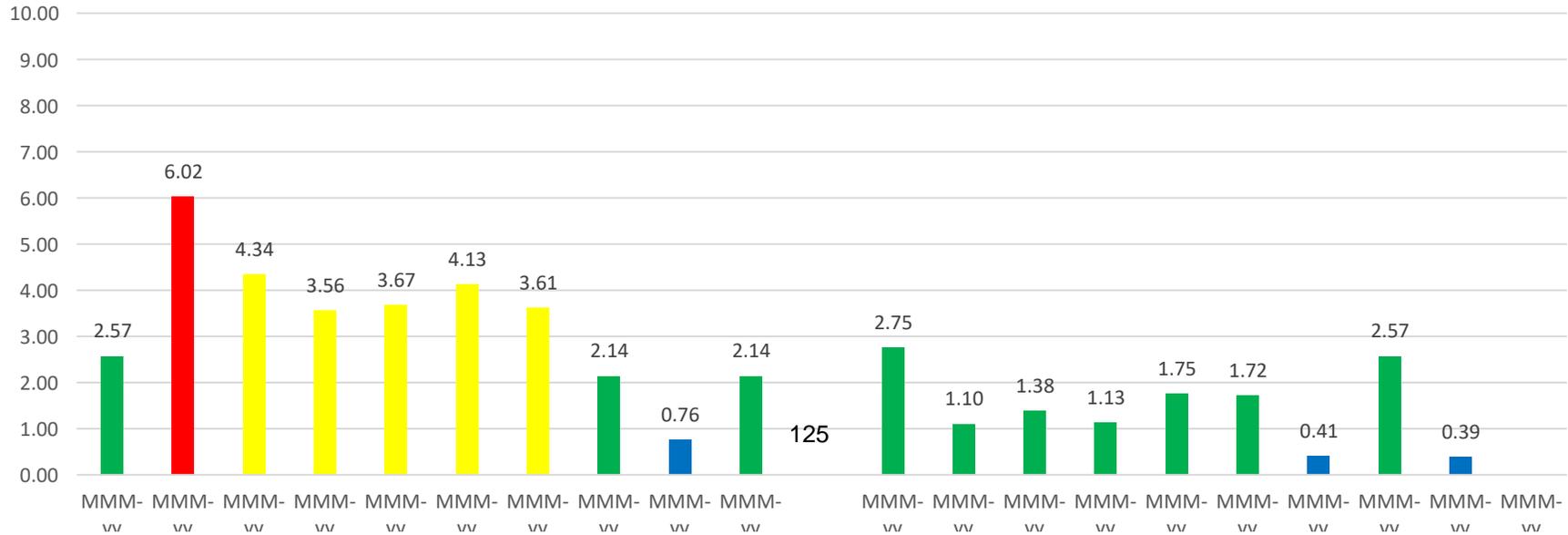
	Above Goal
	At Goal
	Near Goal
	Below Goal
	No Data

	<1
	1-3
	3-5
	>5

7.1 Number of Daily Hours Mechanics Have to Drive Routes

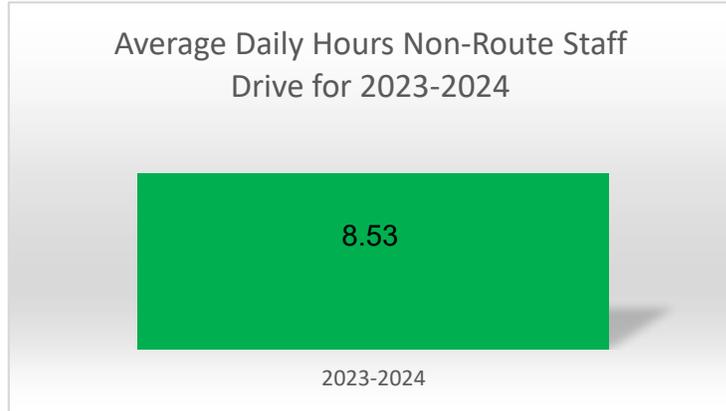


Average Daily Hours Mechanics Drive



Transportation

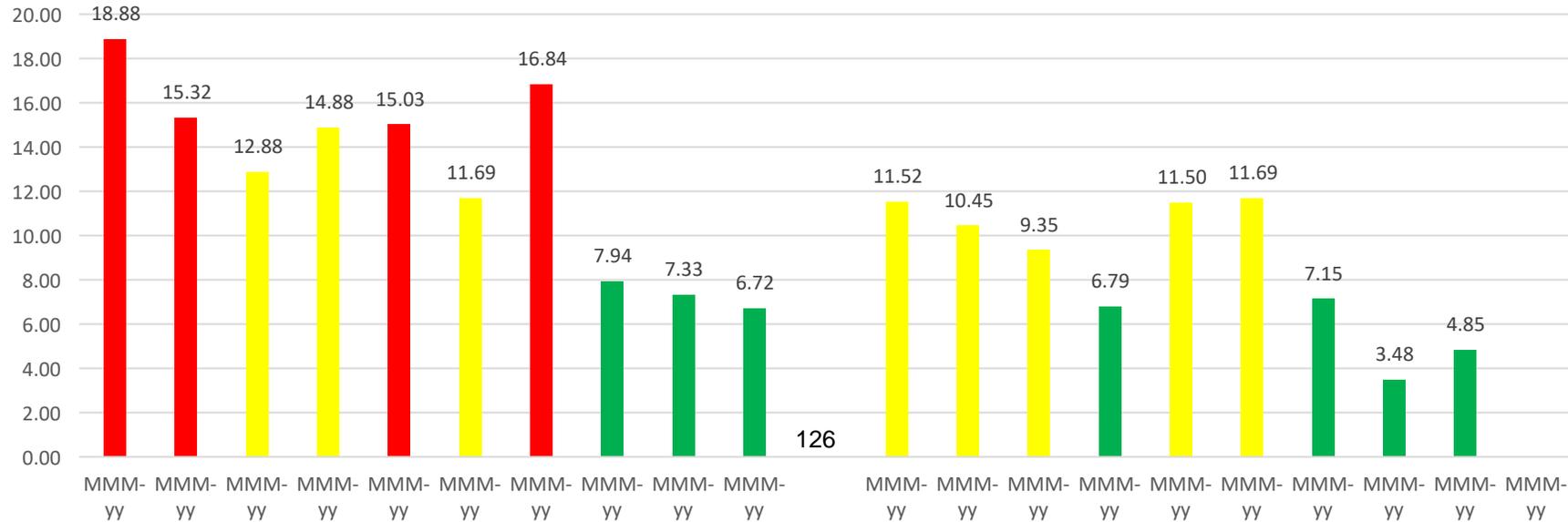
7.2 Number of Daily Hours Non-Route Staff Have to Drive Routes



	Above Goal
	At Goal
	Near Goal
	Below Goal
	No Data

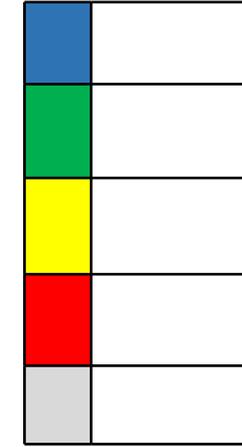
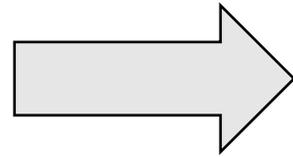
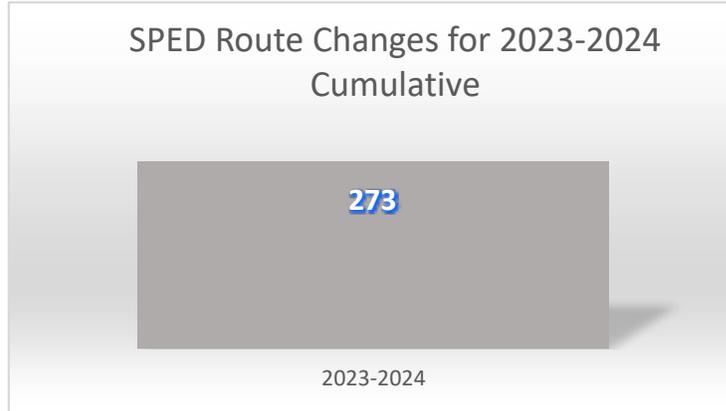
	<3
	3-8
	9-15
	>15

Average Daily Hours Non-Route Staff Drive



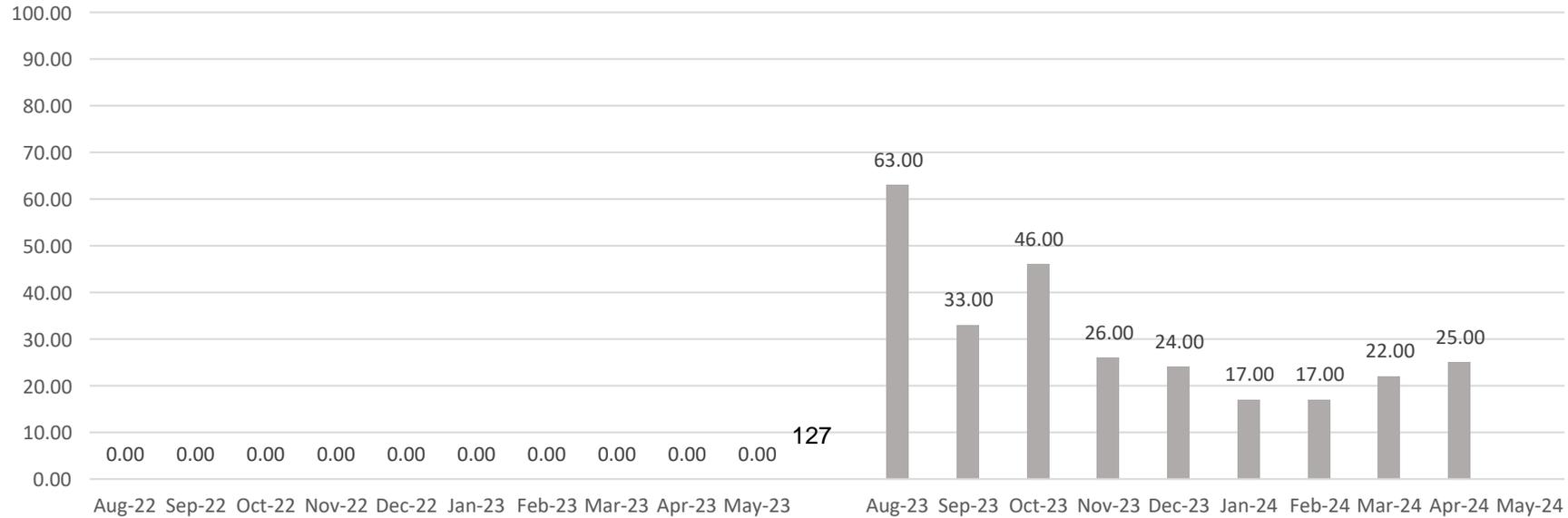
Transportation

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: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Retainer Renewal – Walsh, Gallegos **Related Page(s)** 14

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

The district has participated in the Walsh, Gallegos, Kyle, Robinson & Roalson, P.C., retainer program for a number of years. This program allows the district to make use of legal counsel without cost for small matters and at reduced rates for significant items. The district has made great use of this program in the current and prior fiscal years. Membership renewal would be effective from May 1, 2024, through April 30, 2025, at a one-time cost of \$1,000.

ATTACHMENTS:

Walsh Gallegos Retainer Program Information

		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:

Approve renewal of membership in Walsh, Gallegos, Kyle, Robinson & Roalson, P.C. retainer program at a cost of \$1,000.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

April 10, 2024

Dr. Jerry Hollingsworth
Superintendent
Waxahachie ISD
411 North Gibson Street
Waxahachie, Texas 75165

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Hollingsworth:

It is our privilege to serve Waxahachie Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on May 1, 2024, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 5/1/2024 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "*Time Out with Walsh Gallegos*,"
- A free subscription to our monthly special education newsletter "*This Just In*," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Waxahachie Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (Local), which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 231-4207.

Sincerely,

A handwritten signature in blue ink, appearing to read "Laura Rodriguez McLean".

Laura Rodriguez McLean

LM/glo
Enclosures

cc: Mr. Dusty Autrey, Board President
Ms. Stephanie Heimbuch, Executive Director of Special Education



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

**SPECIAL EDUCATION LEGAL SERVICES AGREEMENT
FOR WAXAHACHIE INDEPENDENT SCHOOL DISTRICT**

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

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it

does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.

By:  _____
Joe A. De Los Santos
Managing Shareholder

4/1/2024
(Date)

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

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

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

I. OUR LEGAL SYSTEM

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

II. LAWYER TO CLIENT

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

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

III. LAWYER TO LAWYER

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

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

IV. LAWYER AND JUDGE

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



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

Program for EFT/ACH Payments

Walsh Gallegos Kyle Robinson & Roalson P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment—instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to WA-EFT@wabsa.com or call Karla Alvarado at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

FEE SCHEDULE AS OF JULY 16, 2022 LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

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

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

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$315/hour for associates licensed over two years, or \$335/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

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

For Non-retainer Program Clients

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$335/hour for associates licensed over two years, or \$355/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.



BENEFITS OF THE RETAINER PROGRAM

- 1. FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10.27 free hours of telephone consultation. That is a \$3,047.00 value in telephone calls alone!

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

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

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

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

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

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- New Rules for Public Comment
- New Legislation Regarding PIA Requests and Retention of Information
- Thinking of alternatives to TRS-ActiveCare for your District's employees?
- Planning Ahead for FEMA
- Potential Forms of COVID-19 Related District Funding
- Best Practices on Addressing and Preventing Cyberbullying in a Time of COVID-19 Closures
- Staying Current With FERPA As Virtual Instruction Expands
- Final Title IX Sexual Harassment Regulations Released
- Graduation Ceremonies During the Pandemic
- The Digital Millennium Copyright Act, Copyright Infringement, & Your School District
- Time Flies! Has Your District Completed the Required Cybersecurity Training Yet?

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

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

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

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

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



WALSH GALLEGOS
 KYLE ROBINSON & ROALSON P.C.

WAXAHACHIE ISD E-MAIL UPDATE FORM

The Walsh Gallegos E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Gallegos.

Below is the list of personnel and/or Board of Trustees that are currently in our system. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

Name	Title	E-mail Address
Dr. Jerry Hollingsworth	Superintendent	jhollingsworth@wisd.org
Mr. Dusty Autrey	Board President	dautrey@wisd.org
Ms. Stephanie Heimbuch	Executive Director of Special Education	sheimbuch@wisd.org
Mr. Ryan Kahlden	Assistant Superintendent of Business & Finance	rkahlden@wisd.org
Ms. Lisa Mott	Assistant Superintendent of Elementary Learning	lmott@wisd.org
Dr. David Averett	Assistant Superintendent of Secondary Learning	daverett@wisd.org
Mr. Lee Auvenshine	General Counsel	lauvenshine@wisd.org

Attach additional sheets if necessary. Please return this form to Client Services. If you have any questions or need additional information, please contact Client Services at (800) 252-3405.

VIA FAX
 (512) 467-9318

VIA MAIL
 Client Services
 Walsh Gallegos
 P.O. Box 2156
 Austin, TX 78768

VIA E-MAIL
info@wabsa.com

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1133447

Date Filed:
03/11/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Walsh Gallegos Kyle Robinson & Roalson P.C., or just Walsh Gallegos
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Waxahachie Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
29840
Legal Services Retainer Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Robinson, Bridget	Austin, TX United States	X	
	Kyle, Paige	Austin, TX United States	X	
	Gallegos, Elena	Austin, TX United States	X	
	Walsh, Jim	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Diana Stangl, and my date of birth is 9/29/1957.

My address is 2603 Tip Cove, Austin, TX, 78704, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 11th day of March, 20 24.
(month) (year)

Diana Stangl - Firm Administrator

Signature of authorized agent of contracting business entity
(Declarant)

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: erate Authorization Resolution **Related Page(s)** 2



EXECUTIVE SUMMARY:

The attached resolution is supporting documentation of the delegated authority from the board to submit the following projects utilizing erate funding for the 7/1/24-6/30/25 fiscal year. The attached projects have previously been approved by the board. Our third-party contractor would like this authorization as part of their records.

ATTACHMENTS:

Summary of projects and board resolution

		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:

Approve resolution for erate funding projects for the 2024-2025 funding year.

RESOLUTION

Be it resolved that the governing board for Waxahachie Indep Sch Dist

- 1. Authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered for the fiscal year 07/01/2024-06/30/2025.

- 2. Authorizes payment of the applicant's share subject to the following conditions:
 - (1) Approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and
 - (2) Receipt of services during the fiscal year 07/01/2024-06/30/2025.

Signature: _____ Date: _____

Printed Name: _____ Title: _____



FRN Report

04/08/24

Report Filters:
 Entity Number: 140530
 Funding Year: 2024
 Used Consultant? YES
 Contact: 16024809

BEN	Applicant Name					Applicant City	ST	Sites	471 No.	Filing Date	SPIN	Service Provider		471 Nickname
Year	FRN	Status	Wave	Type	486 SSD	Cont. Date	Contract Number	Award Amt.	Disc%	Request	Commitment	Disbursed	Contract Exp	FRN Nickname
140530	Waxahachie Indep School Dist					Waxahachie	TX	19	241015274	2024-03-06	143023855	Zayo Group, LLC		WAXA 2024 C1
2024	2499018626	Pending	N/A	IA		03/24/2021	WAXA Zayo INT 5 Gbps	32,304.00	80%	25,843.20	0.00	0.00	2025-06-30	1 - Internet Access 5 Gbps
140530	Waxahachie Indep School Dist					Waxahachie	TX	19	241018517	2024-03-06	143022163	DISYS Solutions, Inc		WAXA 2024 C2
2024	2499023434	Pending	N/A	IC		02/22/2024	WAXA DISYS IC 2024-2	752,868.98	80%	602,295.18	0.00	0.00	2025-09-30	1. Network
140530	Waxahachie Indep School Dist					Waxahachie	TX	19	241030656	2024-03-25	143019234	CMC NETWORK SOLUTIONS, LLC		WAXA 2024-C1 SPF
2024	2499043496	Pending	N/A	IA		03/22/2024	WAXA CMC SPF 2024	278,287.50	80%	222,630.00	0.00	0.00	2025-09-30	1 - Spf (Wilemon Steam)
140530	Waxahachie Indep School Dist					Waxahachie	TX	19	241030656	2024-03-25	143019234	CMC NETWORK SOLUTIONS, LLC		WAXA 2024-C1 SPF
2024	2499043533	Pending	N/A	IA		03/22/2024	WAXA CMC SPF 2024	1,110,975.00	80%	888,780.00	0.00	0.00	2025-09-30	2- Spf (Elementary 10)
Grand Total								2,174,435.48		1,739,548.38	0.00	0.00		

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Materials Testing – Hancock Expansion **Related Page(s)** 3



EXECUTIVE SUMMARY:

This proposal is for materials testing services at the Hancock Expansion project. This proposal is similar to the agreements we have at the Jimmie Ray and Wilemon projects and will be paid with bond funds.

ATTACHMENTS:

Geotex Proposal for Materials Testing

		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:

Approve agreement with Geotex Engineering to provide materials testing and observation services at the Hancock Building expansion.



Geotex Engineering
 14805 Trinity Boulevard
 Fort Worth, Texas 76155
 Phone: 817.529.8464

Budget Estimate for Construction Materials
 Testing & Observation Services
Waxahachie ISD-Coleman Jr. High Expansion
 Waxahachie, TX
 24-1193R

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	4	each	\$185.00	\$740.00
Atterberg Limits	4	each	\$95.00	\$380.00
Minus 200 Sieve Analysis	4	each	\$45.00	\$180.00
Sulfate Test	2	each	\$100.00	\$200.00
Lime Series	1	each	\$500.00	\$500.00
Lime Gradations	3	each	\$20.00	\$60.00
Lime Depth Test	2	each	\$20.00	\$40.00
In Place Moisture-Density Tests, min 3 per trip (Paving)	15	each	\$20.00	\$300.00
In Place Moisture-Density Tests, min 3 per trip (Utilities)	21	each	\$20.00	\$420.00
Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	20	hour	\$60.00	\$1,200.00
Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	15	hour	\$60.00	\$900.00
Trip Charge	7	trip	\$60.00	\$420.00
Project Manager	6	hour	\$115.00	\$690.00
Project Administration	n/a	%	10	\$603.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$6,633.00
Concrete Observation & Testing - Paving				
Concrete Test Cylinders (4 x 8 inch)	20	each	\$25.00	\$500.00
Engineering Concrete Technician (Min. 4 hrs. per trip)	30	hour	\$60.00	\$1,800.00
Trip Charge	6	trip	\$60.00	\$360.00
Project Manager	3	hour	\$115.00	\$345.00
Project Administration	n/a	%	10	\$301.00
Estimated Total for Concrete Services for Paving:				\$3,306.00
Earthwork Observation & Testing Building Pad				
Moisture Density Relations (ASTM D698 - Method A or B)	4	each	\$185.00	\$740.00
Atterberg Limits	4	each	\$95.00	\$380.00
Minus 200 Sieve Analysis	4	each	\$45.00	\$180.00
In Place Moisture-Density Tests, min 3 per trip	60	each	\$20.00	\$1,200.00
Engineering Soils Technician (Min. 4 hrs. per trip)	55	hour	\$60.00	\$3,300.00
Trip Charge	8	trip	\$60.00	\$480.00
Project Manager	7	hour	\$115.00	\$805.00
Project Administration	n/a	%	10	\$709.00
Estimated Total for Earthwork Services:				\$7,794.00
Concrete Observation & Testing Building				
Concrete Test Cylinders (4 x 8 inch)	160	each	\$25.00	\$4,000.00
Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	200	hour	\$60.00	\$12,000.00
Trip Charge	50	trip	\$60.00	\$3,000.00
Project Manager	19	hour	\$115.00	\$2,185.00
Project Administration	n/a	%	10	\$2,119.00
Estimated Total for Concrete Services:				\$23,304.00



Geotex Engineering
 14805 Trinity Boulevard
 Fort Worth, Texas 76155
 Phone: 817.529.8464

Budget Estimate for Construction Materials
 Testing & Observation Services
Waxahachie ISD-Coleman Jr. High Expansion
 Waxahachie, TX
 24-1193R

Item	Quantity	Unit	Unit Rate	Total
<u>Anchor Bolt Pull Testing</u>				
Anchor Bolt Pull Testing (2-man crew) (min. 5 hours)	20	hour	\$180.00	\$3,600.00
Trip Charge	4	trip	\$60.00	\$240.00
Project Manager	4	hour	\$115.00	\$460.00
Project Administration	n/a	%	10	\$430.00
Estimated Total for Anchor Bolt Pull Testing Services:				\$4,730.00
<u>Fireproofing/Firestopping</u>				
Observation, Thickness Inspection, & Density Sampling (5hr min)	40	hour	\$90.00	\$3,600.00
Density Testing	24	each	\$60.00	\$1,440.00
Adhesion Bond Test	24	each	\$45.00	\$1,080.00
Trip Charge	5	trip	\$60.00	\$300.00
Project Manager	7	hour	\$115.00	\$805.00
Project Administration	n/a	%	10	\$723.00
Estimated Total for Fireproofing Services:				\$7,948.00
<u>Masonry Observation & Testing</u>				
Grout Prisms (4 per set)	24	each	\$35.00	\$840.00
Certified Engineering Technician (Min. 4 hrs. per trip) (Includes observation and masonry pickup)	90	hour	\$85.00	\$7,650.00
Trip Charge	19	trip	\$60.00	\$1,140.00
Project Manager	10	hour	\$115.00	\$1,150.00
Project Administration	n/a	%	10	\$1,078.00
Estimated Total for Masonry Services:				\$11,858.00
<u>Straight Shaft Drilled Piers</u>				
Concrete Test Cylinders (4 x 8inch)	25	each	\$25.00	\$625.00
Sr. Engineering Technician (Min. 4 hrs. per trip)	65	hour	\$75.00	\$4,875.00
Senior Engineer (PE)	5	hour	\$185.00	\$925.00
Trip Charge	8	trip	\$60.00	\$480.00
Project Manager	7	hour	\$115.00	\$805.00
Project Administration	n/a	%	10	\$771.00
Estimated Total for Straight Shaft Drilled Pier Services:				\$8,481.00
<u>Storm Shelter Observation</u>				
Visual Observation (Min. 4 hrs. per trip)	120	hour	\$115.00	\$13,800.00
Sr. Engineer (submittal research and final walk through)	6	hour	\$250.00	\$1,500.00
Trip Charge	17	trip	\$60.00	\$1,020.00
Project Manager	16	hour	\$115.00	\$1,840.00
Project Administration	n/a	%	10	\$1,816.00
Estimated Total for Storm Shelter Services:				\$19,976.00
<u>Structural Steel Observation</u>				
CWI Specialist Observation/Ultrasonic Testing (Min. 5 hrs. per trip)	80	hour	\$95.00	\$7,600.00
Material Fee	16	day	\$60.00	\$960.00
Trip Charge	16	trip	\$60.00	\$960.00
Project Manager	10	hour	\$115.00	\$1,150.00
Project Administration	n/a	%	10	\$1,067.00
Estimated Total for Structural Steel Services:				\$11,737.00



Geotex Engineering
 14805 Trinity Boulevard
 Fort Worth, Texas 76155
 Phone: 817.529.8464

Budget Estimate for Construction Materials
 Testing & Observation Services
Waxahachie ISD-Coleman Jr. High Expansion
 Waxahachie, TX
 24-1193R

Item	Quantity	Unit	Unit Rate	Total
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	13	hour	\$185.00	\$2,405.00
Estimated Total for Professional Services:				\$2,655.00
Estimated Base Bid Total for the Above Services:				\$108,422.00

SCHEDULED ASSUMPTIONS AND NOTES

We have estimated (8) trips for earthwork along the paving areas.
 We are assuming all utility structures will be precast and utility backfill will be completed in (3) trips.
 We've estimated (3) <100cyd flatwork placements and pavement repairs.
 We've estimated that the fill along the building pads will be completed within (3) production days and (5) trips for grade beam backfill. The imported fill soils are estimated to be reworked at a rate of 35,000cft per day.
 We've estimated (3) >200cyd slab on void and (2) small slabs on void & concrete topping placements, (7) <100cyd grade beam placements, (2) >200cyd ICF Wall placements, (2) >150cyd 2nd level slab on metal deck placement. (1) >150cyd roof placement. We estimated that it will take approximately (5) trips to cast 107 piers at 25 piers a day with, one technician and two rigs. Compressive strength specimens will be obtained for every 100cyds of building structures. We've estimated (15) trips to observe and test the structural masonry walls of the building.
 We've estimated that it will take (16) trips to observe and test the structural steel connections.
 We've estimated that fireproofing/firestopping will be completed within (5) trips.
 We've estimated (4) trips for anchor bolt pull testing.
 We've estimated (16) trips to document the installation of 46 windows, 6 doors, and 3 louvers within the storm shelter.
 Note: There was no pier depth or embedment detail available for review. This budget doesn't include testing on existing structures caused during demolition or floor flatness/levelness.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
 Retesting of any failed tests / observation
 Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day, and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. Requests for additional slump, entrained air, and temperature tests will be charged to the client. Each test will be charged: (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5)
 If ICC Special Inspections are require, additional fees will apply.



Geotex Engineering
 14805 Trinity Boulevard
 Fort Worth, Texas 76155
 Phone: 817.529.8464

Budget Estimate for Construction Materials
 Testing & Observation Services
Waxahachie ISD-Coleman Jr. High Expansion
 Waxahachie, TX
 24-1193R

Item	Quantity	Unit	Unit Rate	Total
<u>Optional Floor Flatness/Levelness</u>				
Specialty Technician (6 hour minimum for slabs on void)	21	hour	\$200.00	\$4,200.00
Trip Charge	3	trip	\$60.00	\$180.00
Project Manager	5	hour	\$115.00	\$575.00
Project Administration	n/a	%	10	\$496.00
Estimated Total for Optional Floor Flatness/Levelness Services:				\$5,451.00



**AGREEMENT FOR
CONSTRUCTION MATERIALS TESTING SERVICES**

Date: 02/29/2024

Client: Waxahachie ISD

Project Name/Location: Coleman Jr. High School Expansion

Scope of Services:

- Geotex will provide Construction Materials Engineering and Testing services for the referenced project as requested by Client.
- Geotex will perform standard tests, inspection and observation in general accordance with referenced standards
- Geotex will provide Written Reports of observations and data to the Client for services completed and distribute according to contacts provided by the Client through the Construction Hive™ Report Distribution Platform.

Excluded Services:

- Services under this agreement include only testing, inspections and observations of the materials as related to the plans, specifications and codes as provided by the Client. Geotex has no right or responsibility to approve, accept or stop work of any agent of the Client.

Fee and Payment Schedule:

- All services performed under this contract will be provided on a time and materials basis and will be billed according to the current Fee Schedule, which is subject to periodic review and amendment, as appropriate. If an estimate of fees is provided, Geotex will to the best of its ability perform the Services defined within the written estimate provided. All work and fees are based on estimated number of tests and quantities provided. Only work which is performed will be charged for and all charges will be in accordance with the corresponding unit fees on our current fee schedule
- Unforeseen circumstances along with changes in scope and schedule can influence the completion of services within the estimated cost. The actual total amount billed is highly dependent upon the contractor's schedule, and actual project conditions which are out of Geotex's control and the estimated fees provided are not a guarantee that the services will be completed for that amount. Geotex will make every effort to notify the Client of any fees or expenses incurred in excess of the estimate as soon as such conditions arise.
- Geotex will submit invoices to the Client monthly, and all invoices are due upon receipt. If invoices are not paid in a timely manner, Geotex reserves the right to hold all reports as well as discontinue work for the Client as deemed necessary.

Notice to Proceed and Client's Responsibility:

- Client must return a signed copy of agreement by email, fax or mail prior to Geotex commencing work. Upon receipt, Geotex will email a copy of the final executed agreement to Client.
- Client will be responsible for providing site access to the Project Site for all equipment and personnel necessary for Geotex to perform its Services under this Agreement.
- Client must provide Geotex all information and documents relevant to the Services to be provided. A full set of construction documents is to be provided to Geotex at a minimum of 48 hours prior to testing services commencing.



- Client is responsible for providing Geotex an approved contact list for distribution of all reports prior to commencement of testing services. Any changes to the distribution list after submittal of first report may result in additional administrative fees.

Special Conditions:

- The terms and conditions form the entire agreement between the Client and Geotex
- Per IBC Section 17 Special Inspections, the Registered Design Professional in Responsible Charge (RDPiRC) is responsible for the implementation and determination of Required Special Inspections. It is the responsibility of the owner and RDPiRC to supply Geotex a copy of the Special Inspections Program for implementation prior to Geotex commencing work.
- **Geotex requires a minimum of 24 hours notice for all testing services. If not notified prior to 24 hours, Geotex cannot guarantee that a technician will be available to complete the work on site.**

The undersigned acknowledges that construction materials testing is the testing of materials used on site to meet the specifications provided by the Engineer of Record. The undersigned gives Geotex Engineering, LLC and its employees full access to the site and agrees to pass this indemnity on the owner and user of the real property.

The undersigned hereby accepts full responsibility for payment of services as set forth in the Agreement per the current fee schedule.

Proposed By:

Geotex Engineering, LLC
 Cleat Bradshaw
 Signature: _____
 Date: _____

Accepted By:

Signature: _____
 Printed Name: _____
 Date: _____

NOTICE: ALL REPORTS AND INVOICES WILL BE EMAILED. PLEASE PROVIDE ALL EMAIL INFORMATION FOR INDIVIDUALS LISTED BELOW

Accounts Payable:

Company Name: _____
 A/P Contact: _____
 Address: _____

 Email: _____
 Phone: _____

Reports Distribution:

Company Name: _____
 Contact: _____
 Email: _____
 Phone: _____



Reports Distribution:

Company Name: _____

Contact: _____

Email: _____

Phone: _____

Reports Distribution:

Company Name: _____

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Phone: _____

Reports Distribution:

Company Name: _____

Contact: _____

Email: _____

Phone: _____

Reports Distribution:

Company Name: _____

Contact: _____

Email: _____

Phone: _____



**GEOTEX ENGINEERING TERMS AND CONDITIONS FOR
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES**

1. SCOPE OF SERVICES:

- a. **Services Provided:** Geotex Engineering, LLC (Geotex) will provide construction materials engineering and testing services as set forth in the Agreement, including all services described in the Scope of Services. Geotex will perform its Services under this Agreement as an independent contractor.
- b. **Authority of Geotex:** Geotex will report observations and data to the Client. Any observed work, which in the opinion of Geotex or its representatives, which does not conform with plans, specifications and codes applicable to the project will be reported to the Client or Client's representative. Geotex has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.
- c. **Referenced Standards:** Geotex will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.
- d. **Variation of Material Characteristics and Conditions:** Observations and standardized sampling, inspection and testing procedures performed by Geotex will indicate conditions of materials and construction activities only at the precise location and time where and when the services were performed. Geotex is responsible only for those data, interpretations and recommendations for the actual materials and construction activities observed, sampled, inspected or tested.

2. BILLING/PAYMENTS

- a. **Basic Services:** Geotex will perform services as set forth in the Agreement per the current fee schedule. Fee schedules are subject to change without notice.
- b. **Additional Services:** Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached agreement, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.
- c. **Estimate of Fees:** Geotex will, to the best of its ability, perform the Services as defined in the agreement within any written estimate provided by Geotex. The Client recognizes that unforeseen circumstances along with changes in scope and schedule can affect the completion of services within the estimated costs. The use of an estimate of fees indicate that Geotex will notify the Client prior to exceeding the estimated budget but is not a guarantee that the services will be completed for the estimated amount.
- d. **Rates:** Client agrees to pay Geotex as the rates set forth in the attached fee schedule, which is subject to periodic review and amendment, as appropriate. All hourly rates quoted are portal to portal.
- e. **Billing/Payments:** Geotex will submit Invoices for services either upon completion of such services or on a monthly basis. The Client, as indicated on the Continuing Agreement for Construction Materials Testing Services, is responsible for the due payment of all invoices. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days, Geotex may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.
- f. **Billing Disputes:** The Client must identify any disputes with the invoice within ten (10) days of receipt or shall be presumed to be in agreement with all portions of the invoice. In the event of a dispute, the Client shall make prompt payment of all undisputed portions.
- g. **Late Payments:** Any amounts unpaid 45 days after the invoice date are subject to a late payment charge at 10% per year or the maximum legal rate, whichever is higher. The failure by the Client to pay Geotex for service rendered in a timely manner will constitute a failure of the Client to perform under this Agreement. Client will be required to reimburse Geotex for time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with the collecting delinquent payments.

3. PERFORMANCE STANDARD

The standard of care for all professional engineering and related services performed or furnished by Geotex and its representatives under this Agreement will be the care and skill ordinarily used by other professionals practicing under similar circumstances at the same time and in the same locality. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4. CONTRACTOR'S PERFORMANCE

Geotex is not responsible for Contractor's means, methods, techniques or sequence during the performance of its Work. Geotex will not supervise or direct Contractor's work, nor be liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications and applicable codes, laws and regulations. Client understands and agrees that Contractor, not Geotex has sole responsibility for the safety of persons and property at the Project Site.

5. CLIENT'S RESPONSIBILITIES

- a. **Access:** Grant or obtain free access to the Project Site for all equipment and personnel necessary for Geotex to perform its Services under this Agreement.
- b. **Information:** Supply to Geotex all information and documents relevant to the Services. Geotex may rely upon such information without independently verifying its accuracy.

6. **CERTIFICATIONS**

Client will not require Geotex to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed and Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to the execution of this Agreement. Any certification by Geotex is limited to the expression of a professional opinion based upon the Service performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Geotex signing a certification.

7. **ALLOCATION OF RISK**

- a. **Limitation on Liability:** Notwithstanding any other article of this agreement, the total liability of the firm and its partners, officers, directors, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses and damages whatsoever arising out of, or in any way related to, the services of this agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed one hundred thousand dollars (\$100,000.00).
- b. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, and its officers, members, managers, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the gross negligence or willful misconduct of the Firm.
- c. **Consequential Damages:** In no event shall the Firm be liable to Client or the Client to the Firm for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client or the Firm.

8. **INSURANCE**

Geotex maintains a complete package, including workman's compensation, commercial general liability, and professional liability insurance. Certificates of insurance shall be provided upon request. Should Client or Owner request the Firm provide additional insurance coverage, increase limits, or revise deductibles that are different than that specified on the certificate issued, compensation to the Firm will be responsibility of Client and or Owner. This agreement will be amended to incorporate such requested requirements. The Client and or Owner understands that this provision does not guarantee coverage.

9. **DISPUTE RESOLUTION:**

Any claims or disputes between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.



February 29, 2024
Proposal No.: P23-1193R

Ryan Kahlden
Waxahachie Independent School District
411 N Gibson Street
Waxahachie, TX

**Subject: Construction Materials Testing Services
Waxahachie ISD-Coleman Junior High Expansion
Waxahachie, Texas**

Dear Mr. Kahlden:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the expansion of an existing school campus to include a new storm shelter, classrooms, stage platform, and band hall addition along with associated pavement and utilities located 275 Indian Drive Waxahachie, TX 75165.

This proposal is based on the stamped civil/architecture/structural plans dated September 29, 2023, and the project Geotechnical Report No. 23-27844 R.1 dated October 9, 2023.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand and have assumed that the project will consist of the following:

- ◆ Multiple Buildings: (Approximately 28,000sf total pad area)
 - ◆ Onsite fill for the building pad adjustments should be moisture conditioned as necessary to bring the pad to elevation.
 - ◆ Slab on 12-inch void floor system situated over straight shaft piers (107 total).
 - ◆ Elevated slabs on metal deck
 - ◆ Structural Masonry at elevator shaft
 - ◆ Insulated Concrete Form Walls for the Storm Shelter
 - ◆ Structural Steel connections
 - ◆ Fireproofing/Firestopping
- ◆ Paving:
 - ◆ Lime stabilized subgrades for heavy duty concrete.
 - ◆ 4 to 7-inches of (PCCP) Portland Cement Concrete Paving and flatwork
- ◆ Miscellaneous:
 - ◆ Utility backfill

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. ***We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.*** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type.
- Perform in-place moisture/density tests at the proposed rate of 1/5,000sf for the building pad, 1/5,000sf for paved areas, and 1/300 linear feet for utility backfill per lift.
- Perform in-place soil-lime gradation at a rate of 1/5,000sf for paved areas.

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 1/100 cubic yards of concrete placed for all structural and paving, or a fraction thereof placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one reserved at 56 days.
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or “full-penetration” welded connections

Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during drilling, slurry, or concrete placement.
- Excavation observation of the drilled shafts will include:
 - record the diameter of the drilled shaft
 - record top and bottom pier elevations (information obtained from plans or provided by contractor)
 - record depth to the bearing stratum
 - record penetration into the bearing stratum
 - Casing is not anticipated while using the approved slurry mix per the structural engineer.
 - record if plumbness is within specification tolerance
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Structural Masonry

- Perform testing during masonry operations which will include:
 - Ambient, mortar, and grout temperature determinations
- Cast grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter
- Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days

Fireproofing/Firestopping

- Observe and document voids at the buildings wall assemblies.
- Measure the thickness of the sprayed fire rated coatings at a rate of 1/1,000sf
- Obtain density samples of sprayed fire rated coatings at a rate of 1/1,000sf

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE's rate of \$185/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated base budget of \$108,422.00**. Our **optional floor flatness/levelness budget is \$5,451.00**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. There was no pier depth or embedment detail available for review. This budget doesn't include testing on existing structures caused during the demolition phase. The services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. Any additional testing that the client requests will be billed.

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
Geotex Engineering, LLC



AJ Jackson, Sr.
Business Development

Attachments: Budget Estimate

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Dustin Binnicker

Subject: Memorandum of Understanding Texas Reading Academies **Related Page(s)** 4



EXECUTIVE SUMMARY:

WISD is seeking to enter into a partnership with Region 10 to train a WISD educator to serve as our in-house Reading Academy trainer.

ATTACHMENTS:

MEMORANDUM OF UNDERSTANDING, Texas Reading Academies, Local Implementation Option

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

RECOMMENDATION:

Administration recommends the board approve the MOU as presented.

MEMORANDUM OF UNDERSTANDING
Texas Reading Academies
Local Implementation Option

RECITALS

WHEREAS, Region 10 Education Service Center ("Region 10 ESC") serves as an Authorized Provider to conduct Texas Reading Academies as required by House Bill 3 (2019) (the "Texas Reading Academies");

WHEREAS, the provision of Texas Reading Academies is being regulated by the Texas Education Agency ("TEA") with the cooperation of Region 11 Education Service Center; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving Texas Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Education Service Center regarding their provision of Texas Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety ; and

WHEREAS, TEA states that school districts can utilize a Local Implementation option by signing an MOU with an Authorized Provider, then employ staff to act as Cohort Leaders and provide the Comprehensive modules locally to teachers and principals.

- District pays a flat fee annually to the Authorized Provider of \$12,000 per Comprehensive Cohort Leader
- All Cohort Leaders must pass the Cohort Leader Screening; and

WHEREAS, Region 10 ESC, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this MOU with school districts that opt to provide Texas Reading Academy training for their teachers and principals; and

WHEREAS, Region 10 ESC and _____ (hereinafter the "District") agree that the provisions set forth in this MOU are intended to set forth the respective responsibilities of the parties regarding the provision of Texas Reading Academies to the District;

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

I. Designation by District of Reading Academies Services to be Provided by Region 10 ESC:

The District opts for Region 10 ESC to provide Texas Reading Academies training to the District as follows:

Use Region 10 ESC as an Authorized Provider, and the District will employ staff to act as Cohort Leaders and provide Comprehensive training locally to teachers and principals.

II. Responsibilities of the Parties.

a. For Region 10 ESC:

- 1) Ensure all Cohort Leaders meet qualifications as determined by TEA.
- 2) Conduct program evaluation as determined by TEA.
- 3) Provide registration assistance, logistical support, and regional technical assistance.

b. For the District:

- 1) Ensure all Cohort Leaders meet the screening requirements determined by TEA and meet the following prerequisite requirements prior to being hired by the district:
 - i. Have served as a reading teacher in K-3 for three or more years across career (special education, general education, or specialized reading teacher).
- 2) Hire Cohort Leaders and assume responsibility for providing salary and benefits.
- 3) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
- 4) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
 - i. The leader of a Comprehensive Cohort may manage a cohort of up to 60 participants - Comprehensive Cohort Leaders may only lead one cohort at a time.

III. TERM OF AGREEMENT

This Agreement shall be effective on March 1, 2024 and terminate, except as provided herein, on August 31, 2025, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by Region 10 ESC of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Texas Reading Academies.

IV. FEES

Pay annual flat fee to Region 10 as an Authorized Provider of \$12,000 per Comprehensive Cohort Leader.

V. ADDITIONAL TERMS AND CONDITIONS.

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.

2. **Entire Agreement.** This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

3. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship

between the parties.

4. **Third Party Beneficiaries.** Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

5. **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Dallas County, Texas.

6. **Notices.** Notices sent to either party shall be effective when delivered in person or transmitted by fax machine; one (1) day after being sent by overnight courier; or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in this Agreement. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

7. **Counterparts.** This Agreement and any amendment or supplement to this Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.

8. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of Region 10 ESC, of the staff and employees of Region 10 ESC, or of the District.

9. **Dispute Resolution.** The Executive Director of Region 10 ESC or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

10. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

FOR AND ON BEHALF OF THE DISTRICT

FOR AND ON BEHALF OF REGION 10 ESC

By: _____
Superintendent Signature

By:  _____
Authorized Signature

Title

Director of Teaching and Learning
Region 10 ESC Authorized Title

Date

March 28, 2024
Date

District Contact Person

Raelyn Scroggin
Name of Region 10 ESC TRA Contact

Title of Contact

Texas Reading Academies Program Coordinator
Title of TRA Contact

Street Address

400 E. Spring Valley Rd.
Street Address

City, State Zip

Richardson, Texas 75081-5101
City, State Zip

Contact's Telephone Number

972-348-1104
Contact's Telephone Number

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Melissa Abadie

Subject: Out-of-State Travel for SSEP Students **Related Page(s)** N/A

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

The two WISD winning Student Spaceflight Experiments Program (SSEP) teams will travel to Florida to present their Student Space Experiment Projects on July 1 – 2. These teams will also travel to Florida to view the launch of their experiment no earlier than September 16. This date is pending the final date for the spacecraft to launch through NASA and SpaceX.

		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:

Administration recommends the board approve the travel as presented.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Elevator Service Contract and PO **Related Page(s)** 17

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

Purchase Order to TK Elevator for service and maintenance of all district elevators – presented for Board approval. Term of contract is five years.

ATTACHMENTS:

Purchase Order and Contract

		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:

Administration recommends that the PO and contract to TK Elevator 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

P.O. NUMBER: 9000024173
 VENDOR KEY : TK ELEVA000
 PAGE NUMBER: 1
 P.O. DATE : 05/03/2024
 SHIP DATE : 05/03/2024
 SHIP VIA : N/A
 FISCAL YEAR: 2023-2024
 ENTERED BY : ROSS WEN001

PRINTED 05/03/2024
 REPRINTED PO

COMPANY:
 TK ELEVATOR CORPORATION
 3100 INTERSTATE NORTH CIRCLE S
 STE 500
 ATLANTA, GA 30339-3796

DELIVER TO:
 WISD MAINTENANCE WAREHOUSE
 631 SOLON RD
 WAXAHACHIE, TX 75165

ATTN: ANDY REEVES

QUANT.	UNIT OF MEASURE	DESCRIPTION	UNIT COST	TOTAL COST
5	EACH	ELEVATOR CONTRACT FOR ALL DISTRICT ELEVATORS FOR A PERIOD OF FIVE (5) YEARS AT A COST OF \$20,640 PER YEAR	20640.00000	103200.00
OMNIA APPROVED VENDOR CONTRACT				
USE P.O. NUMBER ON ALL CORRESPONDENCE			TOTAL	103,200.00

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.: 9000024173 ACCOUNT SUMMARY (FOR INTERNAL USE)		VENDOR KEY : TK ELEVA000
ACCOUNT		AMOUNT
199 A 00 1410 00 000 0 00 000	168	98,040.00
199 E 51 6246 00 951 0 99 000		5,160.00

Omnia Partners Group — Contract # R200502-317513

for the Protection of Vertical Transportation Equipment

- A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 14th day of May 2024 by and between Waxahachie Independent School District, having an address of 411 Gibson St. Waxahachie, TX 75165 hereinafter referred to as "Purchaser"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

- 3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable

the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

- a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
- b) Agree to mutual objectives and timescales;
- c) Assess the overall performance of this Agreement by each party;
- d) Review business implications, targets and risks;
- e) Review whether this Agreement is being conducted in the spirit it was intended; and
- f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider’s elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser’s specific equipment.

6. ASSURANCE OF SERVICE PROVIDER’S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider’s technicians utilize the latest industry methods and technology available to Service Provider for Purchaser’s specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser’s unique system.

Behind Service Provider’s technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider’s International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser’s equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2 e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2 f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2 g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2 i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3 a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3 b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3 c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15 b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16 a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system under the terms of this Agreement until all applicable and governmentally- mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement.

Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of five (5) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive five (5) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided, they are in accordance with local laws and regulations.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider’s regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as “Gold” within the Exhibit “A”, any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability \$1,000,000 each accident
 \$1,000,000 policy limit-disease
 \$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary: \$2,000,000 each occurrence – BI & PD
 \$2,000,000 general aggregate
 \$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBILITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this

agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or

cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made,

if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

Special Considerations:

1. Waxahachie ISD has the ability to add units to contract in the form of an addendum or service agreement if pricing and terms are agreed upon by contractor (TK Elevator) and Purchaser (Waxahachie ISD)
2. The elevators will be scheduled to be maintained on a quarterly basis.

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

TK Elevator Corporation

3100 Interstate North Circle SE Suite 500

Atlanta, GA 30339

Attn: International Account Contract Administrator

This Agreement has been prepared in duplicate, of which each party has received a copy.

ACCEPTED:

Waxahachie Independent School District

TK ELEVATOR CORP.

BY: _____
Signature of Authorized Individual

BY: _____

TITLE: _____

TITLE: Branch Account Executive

DATE: _____

DATE: _____

TKE CORP. APPROVAL:

BY: _____

TITLE: National Accounts Executive

DATE: _____

Exhibit "A" Property list/Location Contract Type and Price

Location Name: Multiple

Unit Count: 9

Unit Type: Hydraulic/Traction

Contract Type: Gold

Omnia Group Pricing:

Billing Frequency (Annually)

List of Units – Pricing Per Location/Unit

Waxahachie ISD					
Building Name	# of Units	Type	Price per location/per quarter	Start Date	
Waxhachie High School	2	hydro,WCL	\$810.00	May 14	2024
Lumpkins Stadium	1	traction	\$ 1200.00	May 14	2024
Turner Education	1	WCL	\$ 225.00	May 14	2024
Hancock Building	1	hydro	\$ 585.00	May 14	2024
Waxahachie Admin	1	hydro	\$ 585.00	May 14	2024
T.C Wilemon Building	1	hydro	\$ 585.00	May 14	2024
Howard Junior High	1	hydro	\$ 585.00	May 14	2024
Max Simpson Elementary	1	hydro	\$ 585.00	May 14	2024

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Melissa Abadie

Subject: Student Out of State Travel for Destination Imagination (DI) Global Competition **Related Page(s)** N/A

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

WISD had two Destination Imagination teams advance from the state level competition to the Global level competition. The teams are from Simpson Elementary and Wilemon STEAM Academy. These teams will need to travel to Missouri for the next and final competition for the 2024-2025 school year. The travel dates are May 22 – 26, 2024.

		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:

Administration recommends the board approve the travel as presented.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May13, 2024

Presented By: Theresa Burkhalter

Subject: New Hires, and Resignations

Related Page(s) 6



EXECUTIVE SUMMARY:

The Human Resources Department has provided an overview of teacher contracts, resignations, retirements, and new hires.

ATTACHMENTS:

Memorandum

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

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Monica James

Subject: Additional Positions 2023-2024 **Related Page(s)** _____



EXECUTIVE SUMMARY:

The Human Resources Department is requesting additional positions.

ATTACHMENTS:

Memorandum

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

RECOMMENDATION:

Approve additional positions.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Lee Auvenshine

Subject: School Marshal Appointment **Related Page(s)** School Marshal Appointment Form

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

One employee recently completed the 80-hour training administered by the Texas Commission on Law Enforcement to become eligible to serve as school marshals pursuant to WISD Board Policy CKEB (Legal) and Section 37.0811 of the Texas Education Code. Both WISD administration and WPD Lt. Chris Dickinson recommend action by the Board of Trustees to appoint this individual to serve in the role of school marshal on WISD campuses.

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:

Administration recommends approval of the appointment of the school marshal who has been certified as eligible by the Texas Commission on Law Enforcement pursuant to WISD Board Policy CKEB (Legal) and Section 37.0811 of the Texas Education Code.

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Stephen Mott

Subject: Replacement Air Conditioners for Coleman Jr High/TLI per Prop C Bond 2023 **Related Page(s)** 1



EXECUTIVE SUMMARY:

Consideration for the Trustees to approve Texas Air Systems to install replacement air conditioners for Coleman Junior High School out of Prop C Bond funds at a price not to exceed \$1,187,450.

		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

RECOMMENDATION:

Approve the installation of replacement air conditioners for Coleman Junior High School out of Prop C Bond funds at a price not to exceed \$1,187,450.

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 quotes: Stephen Mott
 Department: Support Services
 Budget Allocated for Purchase: _____
 Item(s) being quoted: Coleman Rooftop A/C units

Vendor #1: Company Name: Texas Air Systems
 Representative: Josh Akinson
 Vendor Approved via: Local
 Amount Quoted: \$1,187,450.00

Vendor #2: Company Name: George Wayne Mechanical
 Representative: Seth Farquhar
 Vendor Approved via: Buy Board
 Amount Quoted: \$1,234,505.00

Vendor #3: Company Name: Preferred Mechanical Group
 Representative: Justin Johnson
 Vendor Approved via: Buy Board
 Amount Quoted: \$1,277,860.00

Based on the quotes received, I believe it is the most advantageous to Waxahachie ISD to use

Coleman Rooftop A/C

(vendor) _____ units for the procurement of (item) Texas Air Systems

 _____ 5/5/2024

Campus Principal / Department Head / Administrator Date

Business Office Approval _____ Date _____

QUOTATION



Date: 04/29/2024

To: Waxahachie ISD
 Attn: Stephen Mott, Project Manager
 By: Josh Atkinson, Account Executive

Project: Proposition C Bond – Coleman Junior High HVAC Renovations

BID PACKAGE A – 28 Units

PRICING SUMMARY – Coleman Junior High School

AAON Packaged Rooftop Units (Lead Time is 12 Weeks)	28	3-Ton – Qty. 1 4-Ton – Qty. 14 5-Ton – Qty. 4 7.5-Ton – Qty. 2 10-Ton – Qty. 2 13-Ton – Qty. 1 15-Ton – Qty. 4	Included
Mechanical Installation		N/A	Included
Electrical Installation		N/A	Included
TOTAL NET PRICE			\$1,140,700.00

*FOB Factory, Full Freight Allowed, Tax Not Included

ADD OPTION PRICING – Coleman Junior High School

10-Year Labor Warranty	28	3-Ton – Qty. 1 4-Ton – Qty. 14 5-Ton – Qty. 4 7.5-Ton – Qty. 2 10-Ton – Qty. 2 13-Ton – Qty. 1 15-Ton – Qty. 4	Included
			Included
TOTAL NET PRICE			\$46,750.00

*FOB Factory, Full Freight Allowed, Tax Not Included

BID PACKAGE B – 150 Tons (Unit Count Depends on Owner Selections see Map Key)

PRICING SUMMARY – Coleman Junior High School

AAON Packaged Rooftop Units (Lead Time is 12 Weeks)	TBD	3-Ton – Qty. 1 4-Ton – Qty. 14 5-Ton – Qty. 4 7.5-Ton – Qty. 2 10-Ton – Qty. 2 13-Ton – Qty. 1 15-Ton – Qty. 4	Included
Mechanical Installation		N/A	Included
Electrical Installation		N/A	Included
TOTAL NET PRICE			\$915,000.00

*FOB Factory, Full Freight Allowed, Tax Not Included

ADD OPTION PRICING – Coleman Junior High School

10-Year Labor Warranty	TBD	3-Ton – Qty. 1 4-Ton – Qty. 14 5-Ton – Qty. 4 7.5-Ton – Qty. 2 10-Ton – Qty. 2 13-Ton – Qty. 1 15-Ton – Qty. 4	Included
			Included
TOTAL NET PRICE			\$37,500.00

*FOB Factory, Full Freight Allowed, Tax Not Included

Scope of Work

- Prepare schedules and coordinate installation of equipment with Waxahachie ISD for each campus location.
- Prepare equipment lift plans as required and coordinate with Waxahachie ISD for each campus location.
- Lock Out and Tag Out equipment to be replaced and made safe for removal of existing HVAC equipment.
- Label and disconnect existing electrical connections. Prepare existing electrical circuits for installation of new mechanical equipment.
- Coordinate with campus controls contractor/provider for disconnection of existing equipment. Label and disconnect existing controls connections.
- Isolate and disconnect gas from existing gas fired equipment as required. Provide and install temporary pipe cap or plug to prevent leakage or contamination of existing gas piping.
- Isolate and disconnect existing condensate drain piping at existing equipment as required.
- Remove existing packaged rooftop units and existing curb adapters as required.
- Prepare existing roof curbs for installation of new curb adapters as required.
- Provide and install new curb adapters and prepare for installation of packaged rooftop equipment.
- Provide and install new packaged rooftop equipment.
- Extend electrical circuits as necessary and make final connections to new packaged rooftop equipment.
- Extend electrical circuits as necessary, provide and install new electrical disconnects and make final connection to new split system equipment.
- Extend and connect gas piping to new equipment as required.
- Extend and connect condensate drain piping to new equipment as required. Provide and install required p-traps as required.
- Coordinate with campus controls systems providers for installation of new equipment controls.
- Provide factory startup of packaged rooftop equipment per equipment manufacturer's recommendations.
- Clean up and remove trash daily as required throughout construction.
- Meet with Waxahachie ISD at each campus and review equipment installations and make necessary corrections as required.

AAON Packaged Rooftop Units

TAG: See Summary Above

AAON Model **RQ/RN**, roof mounted, air-cooled, vertical airflow, single zone, packaged rooftop as follows:

- Double wall galvanized G90 steel construction with gray polyurethane heat-baked coating that exceeds 2500 hr ASTM B 117-95 requirements on unit exterior
- Single point 208V/3Ph/60HZ power connection as required
- Single point 460V/3Ph/60HZ power connection as required
- Integral, non-fused disconnect
- Integral, factory-wired convenience receptacle
- R-410A Refrigerant
- "DX" coil(s) with copper tube, aluminum finned cooling coil
- Thermal expansion valve (TXV)
- Direct drive evaporator blower assembly with premium efficiency fan motor w/ ECM or VFD
- Dual Stage compressors – 3 Tons and above
- Single stage cooling operation – Below 3 Tons
- Two stage natural gas heating section with aluminized steel heat exchanger
- Single stage natural gas heating section with aluminized steel heat exchanger
- Stainless steel sloped drain pan
- Hail guards are not required as unit design protects condenser coils from hail damage
- Economizer with barometric relief, OA hood and DDC actuator
- 2" thick, MERV 8 pleated media filters (1 set)
- Direct drive condenser fans
- Condenser fan cycling for low ambient operation down to 35°F
- TECO curb adapters

- Terminal strip with isolation relays provided for controls by others
 - Fan Speed control by others
 - FDD economizer control by others

Services and Warranties:

- Factory startup
- 10 Year warranty on entire unit (parts only, no labor)
- 15-year non-prorated parts only heat exchanger warranty on aluminized steel heat exchangers

Does Not Include:

- Controls (except as noted above), Wiring, Disconnects, Fire and Smoke Devices, Humidity or CO2 Sensors
- Additional sets of filters except as noted above

GENERAL QUOTATION NOTES:

1. Equipment Controls, Thermostats, Timers, and Sensors (except as noted above) are provided and installed by others.
2. All work to be performed during normal business hours. Work required after hours and on weekends will be negotiated for an additional cost.
3. All warranties are Parts Only and do not include labor unless specifically stated above.
4. Split System Air Conditioners/Heat Pumps come with sufficient refrigerant for matching evaporator coils and fifteen (15) feet or twenty-five (25) feet of interconnecting refrigerant piping – Additional refrigerant shall be provided by installing contractor.
5. Split System Air Conditioners/Heat Pump units will be provided and installed without new refrigerant line sets; existing refrigerant line sets will be reused. Refrigerant line sets shall be thoroughly flushed, and pressure tested prior to being charged with refrigerant.
6. Unloading, rigging, installation, wiring & piping are not included and should be by others, unless specifically stated above.
7. Bonds are specifically excluded from all packages in this quotation. If bonds are required, they can be provided at an additional cost.
8. **Commissioning Time is Not Included** in this quote. Demonstration of equipment performance unless specifically stated above is not included and will be an additional \$150/hour if requested.

-This quotation is subject to change without notice and void after 15 days.
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
 -F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
 -Texas AirSystems equipment will be supplied based upon approved submittal data.
 -Payment terms:
 -Receipt of Satisfactory Credit Information is required.
 -Upon initial release of equipment, we require 10% payment within 30 days for engineering services and submittals.
 -Remainder of equipment: Net 30 Days upon shipment.
 -Retainage is not allowed. Texas AirSystems is a material supplier and will be supplying the entire purchase order value upon delivery of equipment.
 -Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
 -Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
 -Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.
 -Insurance certificates and bonds can/will be provided upon request.

TURNKEY TERMS & CONDITIONS

Company: The Company as used herein shall mean Texas AirSystems, L.L.C. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").

Price Policy: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 15 days unless otherwise noted.

Shipping Terms and Dates: All shipments will be made F.O.B. factory or Texas AirSystems warehouse with freight as quoted. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

Claims: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filled by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems "Return Goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

Terms of Sale: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, L.L.C. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

Asbestos and Hazardous Materials: Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer. Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

Indemnity: Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause what so ever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

Available only in the United States:
Equal Employment Opportunity/ Affirmative Action Clause:
Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.
This agreement is governed and construed in accordance with the laws of the State of Texas.

Limited Warranty: Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured by the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, L.L.C., Warranty Parts Department, 6029 W. Campus Circle, # 100, Irving, TX 75063; (972)-370-4700.

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, L.L.C. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT. The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of failure.



5.2.24

Stephen Mott
Waxahachie ISD
631 Solon Rd
Waxahachie, Texas, 75165

Reference: WISD Coleman

George Wayne Mechanical, Electrical & Plumbing is pleased to provide budget pricing for the MEP scopes. Our pricing was prepared based on email dated 3.21.24 and our best understanding of your needs. Should you have any questions please do not hesitate to reach out anytime.

Inclusions:

- Remove twenty-eight (28) AAON packaged units and haul off.
- Disconnect and reconnect electrical.
- Disconnect and reconnect condensate.
- Disconnect and reconnect natural gas piping.
- Disconnect and reconnect low voltage wiring.
- Provide and Install twenty-eight (28) curb adapters.
- Provide and Install twenty-eight (28) AAON packaged units.
- One (1) crane mobilization.

Total Cost: \$1,234,505

General Clarifications:

- GWM will validate off owners/GC permit. Additional standalone permitting cost not included.
- Sales tax excluded.

Seth Farquhar
817-517-4550
seth@gwmtexas.com

George Wayne Mechanical | Cleburne, Texas | TACL87497E | TECL33856 | M44374

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

Texas State Board of Plumbing Examiners, 929 E. 41st St. Austin, Texas 78765, 512-302-5090

AAON Packaged Rooftop Units

TAG: See Summary Above

AAON Model RQ/RN, roof mounted, air-cooled, vertical airflow, single zone, packaged rooftop as follows:

- Double wall galvanized G90 steel construction with gray polyurethane heat-baked coating that exceeds 2500 hr ASTM B 117-95 requirements on unit exterior
- Single point 208V/3Ph/60HZ power connection as required
- Single point 460V/3Ph/60HZ power connection as required
- Integral, non-fused disconnect
- Integral, factory-wired convenience receptacle
- R-410A Refrigerant
- "DX" coil(s) with copper tube, aluminum finned cooling coil
- Thermal expansion valve (TXV)
- Direct drive evaporator blower assembly with premium efficiency fan motor w/ ECM or VFD
- Dual Stage compressors – 3 Tons and above
- Single stage cooling operation – Below 3 Tons
- Two stage natural gas heating section with aluminized steel heat exchanger
- Single stage natural gas heating section with aluminized steel heat exchanger
- Stainless steel sloped drain pan
- Hail guards are not required as unit design protects condenser coils from hail damage
- Economizer with barometric relief, OA hood and DDC actuator
- 2" thick, MERV 8 pleated media filters (1 set)
- Direct drive condenser fans
- Condenser fan cycling for low ambient operation down to 35F
- TECO curb adapters
- Terminal strip with isolation relays provided for controls by others
- o Fan Speed control by others
- o FDD economizer control by others

Services and Warranties:

- Factory startup
- 10 Year warranty on entire unit (parts only, no labor)
- 15-year non-prorated parts only heat exchanger warranty on aluminized steel heat exchangers

Does Not Include:

- Controls (except as noted above), Wiring, Disconnects, Fire and Smoke Devices, Humidity or CO2 Sensors
- Additional sets of filters except as noted above



From Preferred Mechanical Group, LLC
 1617 West Crosby Road
 Suite 106
 Carrollton TX 75006
 214-326-9101
 TACLA34419C

Quote For Waxahachie ISD
 411 N. Gibson St
 Waxahachie TX 75165
 (972) 923-4631

Prepared By Justin Johnson
 Created On 05/02/2024
 Valid Until 06/02/2024

Description of Work

Subject: Proposition C – Bond – HVAC Replacements

Coleman Jr High – 28 Units \$1,277,860
 Coleman Jr High – 150 Tons \$1,076,215

Coleman Junior High School – 28 Units

DESCRIPTION	QTY	TAGGING
AAON Packaged Rooftop Units (Lead Time is 12 Weeks)	28	3-Ton – Qty. 1 4-Ton – Qty. 14 5-Ton – Qty. 4 8-Ton – Qty. 2 10-Ton – Qty. 2 13-Ton – Qty. 1 15-Ton – Qty. 4
Mechanical Installation		N/A
Electrical Installation		N/A

Coleman Junior High School – 150 Tons (QTY based on Owner Selection)

DESCRIPTION	QTY	TAGGING
AAON Packaged Rooftop Units (Lead Time is 12 Weeks)	TBD	3-Ton – Qty. 1 4-Ton – Qty. 14 5-Ton – Qty. 4 8-Ton – Qty. 2 10-Ton – Qty. 2 13-Ton – Qty. 1 15-Ton – Qty. 4
Mechanical Installation		N/A
Electrical Installation		N/A

Scope of Work

- Prepare schedules and coordinate installation of equipment with Waxahachie ISD for each campus location.
- Prepare equipment lift plans as required and coordinate with Waxahachie ISD for each campus location.
- Lock Out and Tag Out equipment to be replaced and made safe for removal of existing HVAC equipment.
- Label and disconnect existing electrical connections. Prepare existing electrical circuits for installation of new mechanical equipment. 198
- Coordinate with campus controls contractor/provider for disconnection of existing equipment. Label and disconnect existing controls connections.

- Isolate and disconnect gas from existing gas fired equipment as required. Provide and install temporary pipe cap or plug to prevent leakage or contamination of existing gas piping.
- Isolate and disconnect existing condensate drain piping at existing equipment as required.
- Remove existing packaged rooftop units and existing curb adapters as required.
- Prepare existing roof curbs for installation of new curb adapters as required.
- Provide and install new curb adapters and prepare for installation of packaged rooftop equipment.
- Provide and install new packaged rooftop equipment.
- Extend electrical circuits as necessary and make final connections to new packaged rooftop equipment.
- Extend and connect gas piping to new equipment as required.
- Extend and connect condensate drain piping to new equipment as required. Provide and install required p-traps as required.
- Coordinate with campus controls systems providers for installation of new equipment controls.
- Provide factory startup of packaged rooftop equipment per equipment manufacturer's recommendations.
- Clean up and remove trash daily as required throughout construction.

AAON Packaged Rooftop Units

TAG: See Summary Above

AAON Model RQ/RN, roof mounted, air-cooled, vertical airflow, single zone, packaged rooftop as follows:

- Double wall galvanized G90 steel construction with gray polyurethane heat-baked coating that exceeds 2500 hr ASTM B 117-95 requirements on unit exterior
- Single point 208V/3Ph/60HZ power connection as required
- Single point 460V/3Ph/60HZ power connection as required
- Integral, non-fused disconnect
- Integral, factory-wired convenience receptacle
- R-410A Refrigerant
- "DX" coil(s) with copper tube, aluminum finned cooling coil
- Thermal expansion valve (TXV)
- Direct drive evaporator blower assembly with premium efficiency fan motor w/ ECM or VFD
- Dual Stage compressors – 3 Tons and above
- Single stage cooling operation – Below 3 Tons
- Two stage natural gas heating section with aluminized steel heat exchanger
- Single stage natural gas heating section with aluminized steel heat exchanger
- Stainless steel sloped drain pan
- Hail guards are not required as unit design protects condenser coils from hail damage
- Economizer with barometric relief, OA hood and DDC actuator
- 2" thick, MERV 8 pleated media filters (1 set)
- Direct drive condenser fans
- Condenser fan cycling for low ambient operation down to 35° F
- TECO curb adapters
- Terminal strip with isolation relays provided for controls by others
- Fan Speed control by others
- FDD economizer control by others

Services and Warranties:

- Factory startup
- 10 Year warranty on entire unit (parts only, no labor)
- 15-year non-prorated parts only heat exchanger warranty on aluminized steel heat exchangers

Does Not Include:

- Controls (except as noted above), Wiring, Disconnects, Fire and Smoke Devices, Humidity or CO2 Sensors
- Additional sets of filters except as noted above

General Quotation Notes:

1. Equipment Controls, Thermostats, Timers, and Sensors (except as noted above) are provided and installed by others.
2. All work to be performed during normal business hours. Work required after hours and on weekends will be negotiated for an additional cost.
3. All warranties are Parts Only and do not include labor unless specifically stated above.
4. Split System Air Conditioners/Heat Pumps come with sufficient refrigerant for matching evaporator

coils and fifteen (15) feet or twenty-five (25) feet of interconnecting refrigerant piping – Additional refrigerant shall be provided by installing contractor.

5. Split System Air Conditioners/Heat Pump units will be provided and installed without new refrigerant line sets; existing refrigerant line sets will be reused. Refrigerant line sets shall be thoroughly flushed, and pressure tested prior to being charged with refrigerant.
6. Unloading, rigging, installation, wiring & piping are not included and should be by others, unless specifically stated above.
7. Bonds are specifically excluded from all packages in this quotation. If bonds are required, they can be provided at an additional cost.
8. Commissioning Time is Not Included in this quote. Demonstration of equipment performance unless specifically stated above is not included and will be an additional \$150/hour if requested.

PREFERRED MECHANICAL GROUP, LLC (PMG, LLC)

TERMS AND CONDITIONS OF SALE

PAYMENT TERMS AND TAXES:** Customer shall pay PMG, LLC invoices within net thirty (30) days of invoice date. If any invoice is not paid in full within 30 days of invoice date, the Customer hereby agrees to pay interest at a rate of 1.5% per month (18% annually) charged on any unpaid portion of the invoice. Any invoice payment greater than \$5,000 must be paid by money order, wire transfer or check. Any associated fees for credit card transactions shall be added to the invoice amount. Consumable charge listed on any invoice may include charges for one or more of the following miscellaneous: electrical supplies, piping supplies, hardware materials, cleaning supplies. A lump sum charge may be applied rather than itemizing usage. PMG, LLC may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by PMG, LLC, in which case retention shall be reduced per the Proposal documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required hereby, PMG, LLC may suspend performance and the time completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to PMG, LLC for all reasonable shutdown, standby and start-up cost as a result of the suspension. In addition to the price, the Customer shall also pay PMG, LLC any applicable taxes or government charges arising from this Agreement. Customer agrees to pay all costs of collection attempts including attorneys fees if action is brought by PMG, LLC to collect any amount due or owed under any invoice.

ACCEPTANCE:** A Proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written Proposal, on a form provided by PMG, LLC, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is PMGs offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, PMG, LLC shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customers acceptance of goods and/or Work by Preferred Mechanical Group on this order will in any event constitute an acceptance by Customer of these terms and conditions.

WARRANTY:** PMG, LLC does not warrant products not manufactured by PMG, LLC, but it does pass on to Customer any available manufacturers warranty for those products. This warranty does not cover any shipping, handling or transportation charges or any associated labor costs. This warranty does not extend to any equipment which has not been properly and reasonably maintained, OR, has been repaired by others, altered, abused or misused in any way. PMG, LLC warrants its workmanship or that of its agents in relation to the installation of materials for a period of ninety (90) days from the date of installation or with respect to service work for a period of ninety (90) days from the date of service. Customer acknowledges that re-performance shall be its exclusive and only remedy with regards to any services provided by PMG, LLC. Customer shall bear all labor costs associated with the repair or replacement of failed material that is outside the scope of this express labor warranty. THESE WARRANTIES IS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL PMG, LLC BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

RETURNS:** No items will be accepted for return without prior written consent. Returned goods could be subject to a restocking fee. Special order and non-stocked items cannot be returned.

WORKING HOURS:** All services performed under this Agreement are to be provided during PMG, LLCs normal working hours unless otherwise agreed to by both parties. Any after-hours services shall be billed according to then prevailing overtime or emergency rates.

ADDITIONAL SERVICE or EXTRAS:** Parts or services that are requested in addition to those specified in this Agreement will be provided upon receipt of Customers written authorization and paid for as an extra and are subject to the terms of this Agreement.

CUSTOMER RESPONSIBILITIES:** Customer shall: Provide safe and reasonable equipment access and a safe work environment. Permit access to Customers site and use of building services including but not limited to: water, elevators, receiving dock, electrical service, trash receptacles, restroom facilities, etc. Keep areas around the equipment free of material. Customer is responsible for the moving of any stock, fixtures, walls or partitions that may be necessary to perform the specified service. Promptly notify PMG, LLC of any unusual operating conditions of the equipment covered in this Agreement. Upon agreement, allow PMG, LLC to stop and start equipment necessary to perform service. Provide adequate water treatment. Provide the daily routine equipment operation including availability of routine equipment log readings. Operate the equipment properly and in accordance with manufacturers instructions. Promptly address any issues that arise related to mold, fungi, mildew or bacteria. Identify and label any asbestos containing material that may be present. Notify PMG, LLC of any hazardous products or substances present on the jobsite prior to the commencement of any work.

EXCLUSIONS:** PMG, LLC is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, all piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, motor control centers, circuit breakers, etc. PMG, LLC is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond PMG, LLCs control. PMG, LLC shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, PMG, LLC, at its option, may submit a proposal for Customers consideration in addition to this Agreement. PMG, LLC shall not be required to repair or replace equipment that has not been properly maintained.

LIMITATION OF LIABILITY** Under no circumstances shall PMG, LLC be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. PMG, LLC shall not be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that PMG, LLCs negligent acts or omissions directly contributed to such injury or property damage. PMG, LLCs maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to PMG, LLC under this Agreement.

INDEMNITY** PMG, LLC and the Customer agree that PMG, LLC shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of PMG, LLC. PMG, LLC and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorneys fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents.

DELAYS** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

CANCELLATION** Customer shall have the right to terminate this agreement provided PMG is given 45 days written notice, and upon payment of any costs or expensed incurred by PMG including purchases or contract commitments and all other losses due to the cancellation. Upon termination PMG shall have access to enter Customer facilities to remove any PMG owned property.

PMG, LLC TERMINATION** PMG, LLC reserves the right to discontinue its service at the sole discretion of PMG, LLC or any time payments have not been made as agreed or if alteration, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and PMG, LLC. Upon termination PMG, LLC shall be granted access to enter Customer facilities to remove any PMG, LLC owned property.

RECOMMENDED SERVICE** Should PMG, LLC determine at any time the need for repairs, replacement or correction of Customers equipment, parts or components, PMG, LLC will provide Customer a written equipment condition report including recommendations or corrections and the price for repairs in addition to this Agreement. In the event PMG, LLC recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, PMG, LLC shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. PMG, LLC at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

SHIPPING** PMG, LLC does not guarantee a particular date for delivery. PMG, LLC shall have the right to ship any portion of the equipment included in this Agreement and receive payment from Customer for such partial shipment. Shipment dates stated are approximate.

CLAIMS** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within (1) year from the date the claim arose.

ASBESTOS, MOLD, MILDEW AND HAZARDOUS MATERIALS** PMG, LLCs work and services under this Agreement excludes anything connected or associated with asbestos or hazardous materials. PMG, LLC shall not be required to perform any identification, detection, abatement, encapsulating, cleanup, control, or removal of asbestos or hazardous materials or mold, fungi, mildew or bacteria. The Customer represents that, to the best of the Customers knowledge, there is no asbestos or hazardous material in the customers building that will in any way affect PMG, LLCs work. Should PMG, LLC become aware of or suspect the presence of asbestos or hazardous materials, PMG, LLC shall have the right to stop work and remove its employees from the project immediately and notify the Customer. The time for PMG, LLCs performance shall be extended accordingly. The Customer will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The Customer agrees to assume responsibility for any claims arising out of or relating to the presence of asbestos or hazardous materials in the Customers building.

WASTE MATERIALS** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

SUPERSEDURE, ASSIGNMENT and MODIFICATION** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior or contemporaneous, oral or written, statements. Customer may assign this Agreement only with PMG, LLCs prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711

Regulated by Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78765

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Stephen Mott

Subject: Upgrade to Fire Alarm Systems at seven campuses **Related Page(s)** 2

**Consent
Agenda Item**

EXECUTIVE SUMMARY:

Fire Alarm System upgrades, per Bond 2023 Proposition C, in the total amount of \$930,705, to be performed by Texas Fire & Cabling Services, LLC. Work will be performed at the following campuses: “Wedgworth Elementary, Felty Elementary, Turner Pre K, Marvin Biomedical Academy, Northside Elementary, Dunaway Elementary, and Shackelford Elementary

ATTACHMENTS:

Quote comparison form

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

RECOMMENDATION:

Fire Alarm System upgrades, per Bond 2023 Proposition C, in the total amount of \$930,705, to be performed by Texas Fire & Cabling Services, LLC. Work will be performed at the following campuses: “Wedgworth Elementary, Felty Elementary, Turner Pre K, Marvin Biomedical Academy, Northside Elementary, Dunaway Elementary, and Shackelford Elementary

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 quotes: Stephen Mott
Department: Support Services
Budget Allocated for Purchase: _____
Item(s) being quoted: Fire Alarm System Upgrade Wedgeworth, Felty, Turner, Marvin, Northside, Dunaway, Shackelford

Vendor #1: Company Name: Texas Fire & Cabling Services, LLC
Representative: Billy Hudgins
Vendor Approved via: Local
Amount Quoted: \$930,705.00

Vendor #2: Company Name: DSS, Fire Inc
Representative: Seth Farquhar
Vendor Approved via: Buy Board
Amount Quoted: No Quote - Would never send the quote

Vendor #3: Company Name: BAT Security
Representative: Kyle Beller
Vendor Approved via: Local
Amount Quoted: No Quote

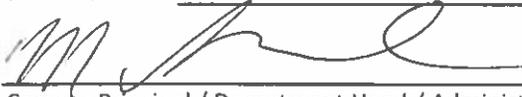
Based on the quotes received, I believe it is the most advantegous to Waxahachie ISD to use

Fire Alarm System Upgrade
Wedgeworth, Felty, Turner,
Marvin, Northside, Dunaway,
Shackelford

Texas Fire & Cabling Services, LLC

(vendor)

for the procurement of (item)



Campus Principal / Department Head / Administrator

5/5/2024

Date

Business Office Approval

204

Date

Texas Fire & Cabling Services, LLC



April 1, 2024

WISD Schools

Texas Fire & Cabling Services (TFCS) is pleased to present this proposal thank you for the opportunity to earn your business and trust.

Scope of Work

We will provide labor and material to install the Silent Knight Fire Alarm with Voice as per specifications listed below:

- Fire Detection and Alarm System for Wedgeworth, Felty, Turner, Marvin, Northside, Dunaway, and Shackelford.

Drawings & Addenda

1. Drawings date: N/A
2. Sheets: Fire evac plans

This proposal includes the following:

- Fire Detection and Alarm System
 - General
 - This proposal includes materials and labor for the installation of a new Silent Knight fire alarm system with voice.
 - Demo of existing system.
 - This proposal includes all materials as shown on the bid documents, as well as supplementary materials required to support the shown materials for the design and installation of a code minimum installation per NFPA, ADA, ANSI, local, state and national codes applicable at bid time, and based upon the information provided on the bid drawings listed above.

Exclusions

- Quote based on walk though on 4/22/2024
- Duct detector counts based on inspection reports supplied by WISD (additional duct detectors if needed will be billed \$900.00 each)
- This will require fire marshal approval.
- Price is based on Texas Fire & Cabling Services normal working hours, Monday-Friday, 8:00am-5:00pm.
- Any fees for CAD files. (price includes CAD's being made in house)
- Expedited design and submittals.
- Any 120v power. (supplied by others)
- Any conduit/raceway
- Any cutting, coring, patching, access panels, fire caulking, painting, and plywood backboards.
- Any lifts and/or scaffolds.
- Any controls interfacing (i.e. AHU shutdown, elevator recall/shunt trip, door release, etc.); Fire Alarm Relays/Monitor Modules to act as demarcation point.
- Troubleshooting and repair of any existing systems.
- Any additional devices that are above or beyond any code requirement.
- Any phone lines for any dialer for monitoring of system.
- Any monitoring and programming of the system for monitoring.
- Any scope of work not listed above.

Texas Fire & Cabling Services, LLC



- No warranty for customer supplied equipment
- Any umbrella insurance in the amount greater than \$2m.
- payment/performance bonds.
- Any specialty door hardware
- Not responsible for troubles on existing system prior to construction.
- Ariel cable support supplied by others.

Our price for the scope of work stated within this proposal is listed below. This pricing is valid for 30 days from the date listed above. Please feel free to contact me should you have any questions or concerns. Thank you for this opportunity and we look forward to being able to provide our services to you.

Base Proposal Price

• Wedgeworth Fire Alarm System	\$142,060.00
• Felty Fire Alarm System	\$129,465.00
• Turner Fire Alarm System	\$123,050.00
• Marvin Fire Alarm System	\$132,640.00
• Northside Fire Alarm System	\$124,110.00
• Dunaway Fire Alarm System	\$139,690.00
• Shackleford Fire Alarm System	\$139,690.00

PROPOSAL ACCEPTED BY:

By signing below you authorize Texas Fire & Cabling Services, LLC to proceed with the work stated within this proposal for the dollar amount stated above.

Company Name: _____

Signed by: _____

Printed Name: _____

Date: _____

Title: _____

PO #: _____

Best Regards,

Billy Hudgins

3101 N Main Suit A
Cleburne, TX 76033
bhudgins@texasfirecs.com
972-467-9786
ACR-1869255
B19494

Helping Keep People Safe and Connected

Stephen Mott

From: Mitchell Stamps <MStamps@dssfire.com>
Sent: Thursday, April 18, 2024 7:49 AM
To: Juan Fernandez
Cc: Stephen Mott
Subject: RE: Official Inspection Reports

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

Juan, call Stephen and discuss where you stand on getting the projects put together.

Sincerely,

Mitchell Stamps

President

Office: (214) 553-6120

Fax: (214) 553-6130

Email: mstamps@dssfire.com

<http://www.dssfire.com>



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From: Stephen Mott <smott@wisd.org>
Sent: Thursday, April 18, 2024 7:41 AM
To: Juan Fernandez <JFernandez@dssfire.com>

Cc: Mitchell Stamps <MStamps@dssfire.com>
Subject: RE: Official Inspection Reports

I am needing your quotes by April 25, 2024 or I will consider the no reply as "No Quote" from your company on this job.
You had a site visit on March 26, 2024 so that will have given you 4 weeks to get a quote generated.

Thank You,
Stephen Mott, CTSBO



Project Manager
Waxahachie ISD
Phone: 972-923-4645 Ext. 11235
Cell: 469-853-2395

208

From: Stephen Mott
Sent: Monday, April 15, 2024 7:12 AM
To: Juan Fernandez <JFernandez@dssfire.com>
Cc: Mitchell Stamps <MStamps@dssfire.com>
Subject: RE: Official Inspection Reports

Juan,

I am still waiting on my quotes.

How close are you?

Thank You,
Stephen Mott, CTSBO



Project Manager
Waxahachie ISD
Phone: 972-923-4645 Ext. 11235
Cell: 469-853-2395

From: Juan Fernandez <JFernandez@dssfire.com>
Sent: Monday, March 25, 2024 9:00 AM
To: Stephen Mott <smott@wisd.org>
Cc: Mitchell Stamps <MStamps@dssfire.com>
Subject: RE: Official Inspection Reports

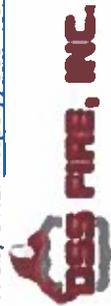
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20

Confirmed! See you then!

Sincerely,

Juan Fernandez
System Sales Representative
Office: 214-553-6120 Ext. 2150
Fax: 214-553-6130
Mobile: 214-649-3259
Email: JFernandez@dssfire.com
Web/URL: <https://dssfire.com>



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From: Stephen Mott <smott@wisd.org>
Sent: Friday, March 22, 2024 6:13 PM
To: Juan Fernandez <Juanfernandez@dssfire.com>
Cc: Mitchell Stamps <MStamps@dssfire.com>
Subject: Re: Official Inspection Reports

Ok let's plan for 1:30 at Dunaway Elementary.

Sent from Stephen Mott's cell phone

On Mar 22, 2024, at 5:31 PM, Juan Fernandez <Juanfernandez@dssfire.com> wrote:

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<image003.gif>
Stephen,

Let's go with Tuesday.

Sincerely,

Juan Fernandez
System Sales Representative
Office: 214-553-6120 Ext. 2150
Fax: 214-553-6130
Mobile: 214-649-3259
Email: Juanfernandez@dssfire.com
Web/URL: <https://dssfire.com>

<image004.jpg>

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From: Stephen Mott <smott@wisd.org>
Sent: Friday, March 22, 2024 4:09 PM
To: Juan Fernandez <JFernandez@dssfire.com>
Cc: Mitchell Stamps <MStamps@dssfire.com>
Subject: RE: Official Inspection Reports

Billing address is :
411 N. Gibson Street
Waxahachie, Texas 75165

I have Tuesday or Thursday after lunch open.

Thank You,
Stephen Mott, CTSBO

<image006.png>

Project Manager
Waxahachie ISD
Phone: 972-923-4645 Ext. 11235
Cell: 469-853-2395

211

From: Juan Fernandez <JFernandez@dssfire.com>
Sent: Friday, March 22, 2024 10:21 AM
To: Stephen Mott <smott@wisd.org>
Cc: Mitchell Stamps <MStamps@dssfire.com>
Subject: RE: Official Inspection Reports

You don't often get email from JFernandez@dssfire.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

Good morning, Stephen

Thank you for the inspection reports!

I am not finding Waxahachie ISD in our system. In order for me to create quotes, we need to create an account for you. Could you please provide me with your billing address. Also, I would like to schedule a time for me to survey the buildings. Please let me know which day next week works best for you. I have availability Tues – Fri.

Sincerely,

Juan Fernandez
System Sales Representative
Office: 214-553-6120 Ext. 2150
Fax: 214-553-6130
Mobile: 214-649-3259
Email: JFernandez@dssfire.com
Web/URL: <https://dssfire.com>
<image004.jpg>

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From: Stephen Mott <smott@wisd.org>
Sent: Friday, March 22, 2024 7:24 AM
To: Juan Fernandez <JFernandez@dssfire.com>
Cc: Mitchell Stamps <MStamps@dssfire.com>
Subject: Official Inspection Reports

Juan,

Here are the official inspection reports for the schools we are needing to do.

Now of these schools Dunaway and Shackelford are twins, or same floor plan.

Let me know if you need anything else on these

Thank You,

Stephen Mott, CTSBO

<image007.png>

Project Manager

Waxahachie ISD

Phone: 972-923-4645 Ext. 11235

Cell: 469-853-2395

Stephen Mott

From: Kyle Beller <kbeller@batsecurity.com >
Sent: Thursday, June 22, 2023 11:32 AM
To: Stephen Mott
Subject: RE: Fire Alarms Update Quote

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

Hi Steven,

Yes, and sorry about that. We will not be bidding on the fire alarm installation/retro-fit scope of work. Let me be clear though, we do want to bid on all security, access control and video surveillance.

We do still want to monitor, service and inspect all fire alarm systems for WISD.

214

Thanks,
Kyle



Texas Reseller of:



From: Stephen Mott <smott@wisd.org>
Sent: Thursday, June 22, 2023 11:27 AM
To: Kyle Beller <kbeller@batsecurity.com>
Subject: Fire Alarms Update Quote

Kyle,

I have never heard from you on getting me a quote to update 11 of our schools current fire alarms.

I understand that you may be not interested in doing from Andy Reeves.

If you are not please just send me a no quote on this so I will have it for my file. I would like to have this on record so if asked why we did not give this to a local vender that we can show them that you were not interested to do this at this time.

Let me know if you have any questions on this.

Thank You,
Stephen Mott, CTSBO



Project Manager
Wahchie ISD
Phone: 972-923-4645 Ext. 11235
Cell: 469-853-2395

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: 2024-2025 TEKS certification **Related Page(s)** _____



EXECUTIVE SUMMARY:

The district receives funding from the state to purchase instructional materials and technology for use in the classroom. Upon acceptances of these funds, we are required by Texas Education Code §31.004 to certify to the state board of education and the commissioner of education that all students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

ATTACHMENTS:

TEKS 2024-2025 certification

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

RECOMMENDATION:

Approve 2024-2025 TEKS certification as presented.



Certification of Provision of Instructional Materials Survey 2024–25

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Survey Pre-Work

2024–25 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2024–25 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

Certification 2024–25 Form:

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

Certification 2024–25 Survey:

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2024–25 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2024–25 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2024–25 Survey and upload of the ratified Certification 2024–25 Form.

TEA recommends that LEAs complete these steps by **May 1, 2024**. The Certification 2024–25 Form can be accessed at the following link on the [Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 29, 2024, and is scheduled to reopen on May 15, 2024. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2024.**

Certification 2024–25 Survey submissions received after May 15, 2024, will typically be processed within five business days, then access to EMAT provided.

Instructions to Complete the Certification Process for 2024–25

1. **Review the Certification 2024–25 Form:** Print the fillable TEKS Certification 2024–25 Form found on the [Instructional Materials website](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2024–25 Form:** Complete the TEKS Certification 2024–25 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2024–25 Form** by the LEA’s board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2024–25 Survey:** Complete the online Certification 2024–25 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2024–25 Form from Step 4. The survey will be open for submissions beginning Monday, March 18, 2024, and will be located on the [Instructional Materials website](#).

Additional Supports

- TEA will be hosting a webinar to review the Certification 2024–25 Process on *Monday, March 18th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours on *Monday, March 25, at 11:00 a.m. CDT and Thursday, March 28, at 11:00 a.m. CDT*. [Registration](#) is required.
- To facilitate completion of this year’s submission, LEAs may request a copy of their previous year’s submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2024–25 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

Review Terminology

Additional Supports

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills

About the Qualtrics Survey

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

Certification 2024–25 Survey

Background Information

QUESTION 1.0: Name of person completing this form

Ryan Kahlden

QUESTION 1.1: Your email address

rkahlden@wisd.org

QUESTION 1.2:

Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

LEA Information

QUESTION 2.0: Region #

Region 10

QUESTION 2.1: LEA Name and Number

Waxahachie ISD / 070-912

QUESTION 2.2: Superintendent's Name

Jerry Hollingsworth

QUESTION 2.3: Superintendent's email address

jhollingsworth@wisd.org

QUESTION 2.4: School board president's or governing body's name

Dusty Autrey

QUESTION 2.5: School board president's or governing body's email address

dautrey@wisd.org

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

May 13, 2024

Reading Language Arts Certification

Scope and Sequence - All Grade Levels RLA

QUESTION 3.0:

How is reading language arts content implemented in your LEA

Please indicate your LEA's approach to managing the implementation of reading language arts content in each of the following grade bands. [Single select for each grade band]

		The full-subject resources and scope and sequence are generally consistent across all classrooms	The full-subject resources being utilized are generally consistent across all classrooms, but there is variation in the scope and sequence between classrooms/campuses	The scope and sequence is generally consistent across all classrooms, but there is variation in which full-subject resources are being utilized between classrooms/campuses	Do not manage full-subject resources and scope and sequence at the LEA level	N/A
QUESTION 3.1:	Grades K-2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.2:	Grades 3-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.3:	Grades 6-8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.4:	Grades 9-12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

English Reading Language Arts K-5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2024-25, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K-5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

English Reading Language Arts K-5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA grades K-5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades K–2 full-subject and/or supplemental publisher(s)/ product(s) used:

Amplify - Amplify Texas Elementary Literacy Program
Benchmark Phonics
Learning Without Tears – Handwriting Without Tears
mClass
Boost Reading

English RLA grades 3–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Amplify - Amplify Texas Elementary Literacy Program
Benchmark Phonics
Learning Without Tears – Handwriting Without Tears (3rd only)
mClass
Boost Reading

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2024–25, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Spanish RLA grades K–2 full-subject and/or supplemental publisher(s)/ product(s) used:

Arriba La Lectura – HMH Phonics
Learning Without Tears - Handwriting Without Tears
Learning A-Z, LLC. - Raz-Plus ELL Edition
Amplify - Amplify Texas Elementary Literacy Program
iStation
Dreambox Learning

Spanish RLA grades 3–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Arriba La Lectura – HMH Phonics (3rd)
Learning Without Tears - Handwriting Without Tears (3rd)
Learning A-Z, LLC. - Raz-Plus ELL Edition
Amplify - Amplify Texas Elementary Literacy Program
iStation
Dreambox Learning

English Reading Language Arts 6–8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2024–25, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

- Yes
 No

English Reading Language Arts 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas (formerly Pearson Education) - myPerspectives Texas English Language Arts

English Reading Language Arts 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2024–25, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

English Reading Language Arts 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

Bedford, Freeman and Worth Publishing Group - Foundations of Language and Literature
McGraw-Hill School Division - StudySync Texas
Perfection Learning Corporation - Texas Connections
The College Board - SpringBoard, English Language Arts, Texas Edition
Amsco: Vocabulary for the High School Student, Vocabulary for the College-Bound Student
Bedford/St. Martin's: The Language of Composition
Cengage - Becoming Rhetorical, Perrine's Literature: Structure, Sound, and Sense, Portable Literature: Reading, Reacting, Writing, Successful Writing at Work
Pearson: Strategies for Successful Writing
Perfection Learning: Norton Introduction to Literature, Progress to Success: English Language Arts

Mathematics Certification

Scope and Sequence - All Grade Levels Mathematics

QUESTION 12.0:

How is mathematics content implemented in your LEA?

Please indicate your LEA's approach to managing the implementation of mathematics content in each of the following grade band. [Single select for each grade band]

		The full-subject resources and scope and sequence are generally consistent across all classrooms	The full-subject resources being utilized are generally consistent across all classrooms, but there is variation in the scope and sequence between classrooms/campuses	The scope and sequence is generally consistent across all classrooms, but there is variation in which full-subject resources are being utilized between classrooms/campuses	Do not manage full-subject resources and scope and sequence at the LEA level	N/A
QUESTION 3.1:	Grades K-2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.2:	Grades 3-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.3:	Grades 6-8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.4:	Grades 9-12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mathematics K-5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2024-25, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Eureka Math

Do the Math

iReady (1st-5th)

Age of Learning (My Math Academy) - Kindergarten

Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2024–25, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw-Hill - Texas Math

Big Ideas - Algebra 1 TX (8th)

iReady

Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2024–25, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

Big Ideas Learning - Big Ideas Learning Math

Cengage Learning - PreCalculus + Limits

McGraw-Hill - Texas Algebra 1/Algebra 2/Geometry/Precalculus

Cengage - Essential Calculus: Early Transendentals, Calculus of a Single Variable - AP Edition

Pearson - STATS: Modeling the World, Trigonometry: A Unit Circle Approach

Social Studies Certification

Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

How is social studies content implemented in your LEA?

Please indicate your LEA's approach to managing the implementation of social studies content in each of the following grade band. [Single select for each grade band]

		The full-subject resources and scope and sequence are generally consistent across all classrooms	The full-subject resources being utilized are generally consistent across all classrooms, but there is variation in the scope and sequence between classrooms/campuses	The scope and sequence is generally consistent across all classrooms, but there is variation in which full-subject resources are being utilized between classrooms/campuses	Do not manage full-subject resources and scope and sequence at the LEA level	N/A
QUESTION 3.1:	Grades K-2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.2:	Grades 3-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.3:	Grades 6-8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.4:	Grades 9-12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Social Studies K-5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2024-25, will your LEA provide materials to cover 100% of the **social studies TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies K-5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K-5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades K-5 full-subject and/or supplemental publisher(s)/ product(s) used:

<i>Studies Weekly</i> <i>Discovery Education</i>

Social Studies 6–8 TEKS Coverage Certification

QUESTION 22.0:

For school year 2024–25, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies 6–8 Instructional Materials

QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Active Classroom
Discovery Education
Nystrom Desk Atlases

Social Studies 9–12 TEKS Coverage Certification

QUESTION 24.0:

For school year 2024–25, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials)

- Yes
 No

Social Studies 9–12 Instructional Materials

QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

Active Classroom
Discovery Education

Science Certification

Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

How is science content implemented in your LEA?

Please indicate your LEA's approach to managing the implementation of science content in each of the following grade bands. [Single select for each grade band]

		The full-subject resources and scope and sequence are generally consistent across all classrooms	The full-subject resources being utilized are generally consistent across all classrooms, but there is variation in the scope and sequence between classrooms/campuses	The scope and sequence is generally consistent across all classrooms, but there is variation in which full-subject resources are being utilized between classrooms/campuses	Do not manage full-subject resources and scope and sequence at the LEA level	N/A
QUESTION 3.1:	Grades K-2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.2:	Grades 3-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.3:	Grades 6-8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUESTION 3.4:	Grades 9-12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Science K-5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2024-25, will your LEA provide materials to cover 100% of the **science TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

HMH Into Science Texas

HMH Arriba Las Ciencias Texas

Discovery Education

Science 6–8 TEKS Coverage Certification

QUESTION 29.0:

For school year 2024–25, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 6–8 Instructional Materials

QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill Texas Middle School Science
Discovery Education

Science 9–12 TEKS Coverage Certification

QUESTION 31.0:

For school year 2024–25, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 9–12 Instructional Materials

QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill Texas IPC
Savvas Miller Levine Biology
Savvas Experience Chemistry
Savvas Experience Physics
Cengage Oceanography: An Invitation to Marine Science
Cengage Earth Systems
eDynamic Learning Texas Astronomy
Discovery Education

Children's Internet Protection Act

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 34.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your LEA used, or do you plan to use, the Texas Resource Review (TRR) to inform local decisions related to instructional materials adoption?

Yes

No

QUESTION 35.1:

If "Yes" is selected: In which subject area(s) have you used the TRR to obtain information about the quality of products? *

English Reading Language Arts

Spanish Reading Language Arts

Prekindergarten

English Phonics

Spanish Phonics

Science

QUESTION 36.0:

How likely is it you would recommend TRR to other educators? 0 (Not at all likely) to 10 (Extremely Likely)*

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

QUESTION 37.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STAAR Interim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="NWEA Map Growth"/>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="Insert here"/>			

QUESTION 38.0:

Is your LEA planning on using the SBOE-Approved Instructional Materials Allotment?

SBOE-Approved Instructional Materials Allotment - An annual entitlement of \$40 per enrolled student credited to a district’s Instructional Materials and Technology Account to procure instructional materials placed on the approved list maintained by the SBOE under TEC §31.022. See TEC, §48.307

- Yes, we are.
- No, we do not have a need for it.
- Unsure, we need more information.

QUESTION 39.0:

Is your LEA planning on using the Open Education Resource Funding Allotment?

Open Education Resource Printing Allotment - An annual entitlement of up to \$20 per enrolled student credited to a district’s Instructional Materials and Technology Account for expenses incurred in the printing and shipping of SBOE-approved open education resources. See TEC, §48.308

- Yes, we are.
- No, we do not have a need for it.
- Unsure, we need more information.

Certification 2024-25 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

Other Certified Subject Areas

QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills: [multiple select]

- Career & Technical Education
- Fine Arts
- Health
- Technology Applications
- English Language Proficiency Standards
- Languages other than English

District County Number (6-digit ID):

070-912

District Name:

Waxahachie ISD

Date of Ratification by Local School Board of Trustees or Governing Body:

May 13, 2024

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan THIS SIGNATURE PAGE of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Selection of CPA firm for annual audit **Related Page(s)** 6



EXECUTIVE SUMMARY:

With the completion of the 2022-2023 financial audit, the District completed its previous commitment to five engagements from the previous request for qualification (RFQ) solicitation. The district recently published an RFQ for external financial auditing services and received only one reply. The one reply received was from Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC, a firm who performs numerous ISD audits within the Region 10 ESC district including Midlothian ISD and Red Oak ISD. There are no reported instances of disciplinary actions against the firm or the managing partner.

Our most recent audit firm, Vail & Park, P.C., was specifically contacted about the solicitation and they did not submit a response to the RFQ.

ATTACHMENTS:

RFQ response documents

		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:

Approve engagement with Hankins, Eastup, Deaton, Tonn, Seay & Scarborough, LLC for financial audit of 2023-2024 fiscal year.



REQUEST FOR QUALIFICATIONS:

FINANCIAL AUDIT SERVICES

**WAXAHACHIE INDEPENDENT SCHOOL DISTRICT
ATTN: PURCHASING DEPARTMENT
411 N GIBSON ST
WAXAHACHIE, TX 75165**

ISSUED: APRIL 10, 2024

RESPONSES DUE: MAY 2, 2024 2:00 P.M.

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Waxahachie Independent School District, including affiliations and business and financial relationships such as persons may have with Waxahachie ISD officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm. If you are unable to obtain such information online, please contact the Waxahachie ISD purchasing department, 411 N Gibson St, Waxahachie, TX 75165 or call (972) 923-4631.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH WAXAHACHIE ISD, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Bidder Name/Signature: _____

X

APPENDIX 2 – PROPOSAL

Please provide the following information and confirmations as they relate to the referenced proposal.

Company Information

Company Name: Hankins Eastup Deaton Tenn Seay & Scarborough

Company Address: 902 N Locust Street

City, State Zip Code: Denton, TX 76201

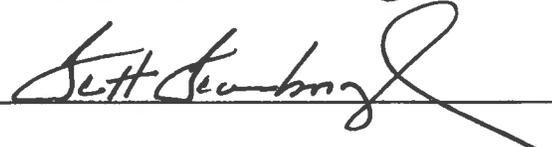
Company Phone Number: (940) 387-8663

Email Address: info@hankins eastup.com

Acknowledgements

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the instruction and specification contained herein, and that if accepted by the Waxahachie Independent School District, all of the provisions are part of a binding contract between the District and my company. I also certify that this bid is made without previous understanding, agreement or connection with any person, firm or cooperation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Name and Title of Owner/Legally Authorized Representative: X Scott Scarborough

Signature of Owner/Legally Authorized Representative: X 

Date: X 4/30/24

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Hankins Eastup Deaton Tonn Seay & Scarborough, LLC

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

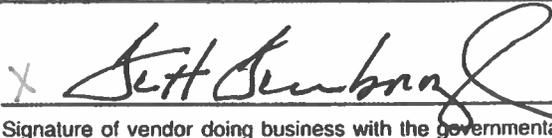
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4  Signature of vendor doing business with the governmental entity

4/30/24

Date

**WAXAHACHIE INDEPENDENT SCHOOL DISTRICT
411 N. GIBSON ST.
WAXAHACHIE, TEXAS 75165**

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information is true to the best of my knowledge.

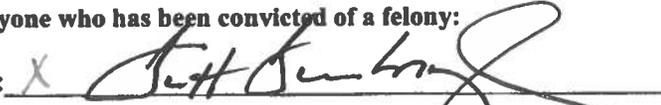
VENDOR'S NAME: Hankins Eastup Deaton Tonn Seay & Scarborough, LLC

AUTHORIZED COMPANY OFFICIAL'S NAME (printed) Scott Scarborough

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony:

Signature of Company Official: X 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____



Texas State Board of Public Accountancy

William Treacy, Executive Director

Office - HANKINS EASTUP DEATON TONN SEAY & SCARBOROUGH, LLC

[Search Help](#) | [Status Values](#) | [Terms of Use](#)

Firm License ID

C05636

Firm name

HANKINS EASTUP DEATON TONN SEAY & SCARBOROUGH, LLC

Resident manager

Mr. SCARBOROUGH

Location

902 N LOCUST ST
PO BOX 977
DENTON TX 76202

Date registered

10/27/2003

License expiration date

05/31/2025

Status

Issued (Current)

History of disciplinary actions

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[TSBPA Home](#)



Texas State Board of Public Accountancy

William Treacy, Executive Director

Individual Licensee - SCARBOROUGH, SCOTT L

[Search Help](#) | [Status Values](#) | [Terms of Use](#)

Certificate last name

SCARBOROUGH

Location

WAKE FOREST, NORTH CAROLINA

Date certified/registered

04/11/1988

License expiration date

12/31/2024

Status

Issued (Current)

Employment areas most recently reported

Full time

SOLE PROPRIETOR - IN TEXAS

Part time

NONE REPORTED

Firms in which the individual is a partner, shareholder, owner, officer, director, or resident manager

Association with the firm HANKINS EASTUP DEATON TONN SEAY & (License ID = C05636) began on 01/03/2023.

Association with the firm CANADY & CANADY, LLC (License ID = C10336) began on 01/01/2019.

Association with the firm SCPA GROUP, LLC (License ID = C11226) began on 11/01/2021.

History of Board actions

NO DISCIPLINARY HISTORY

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

RECOMMENDATION:

Administration recommends approval of the new memorandum of understanding with the Ellis County Juvenile Board for the continued operation of the Ellis County Juvenile Justice Alternative Education Program (JJAEP) for the 2024-25 school year. The MOU contains identical terms to the one which has been in place throughout the 2023-24 school year. All other school districts within Ellis County are in the same position as WISD, and are expected to take similar action to approve the agreement.



ELLIS COUNTY JUVENILE BOARD

Honorable Bob Carroll, 40th District Court
Honorable William Wallace, 378th District Court
Honorable Cindy Ermatinger, 443rd District Court
Honorable Jim Chapman, County Court at Law No. 1
Honorable Gene Calvert, County Court at Law No. 2
Honorable Joe Gallo, County Court at Law No. 3
Honorable Todd Little, Ellis County Judge

ELLIS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM MEMORANDUM OF UNDERSTANDING WITH SCHOOL DISTRICTS FOR THE 2024-2025 SCHOOL YEAR

Pursuant to Texas Education Code §37.01, the State of Texas mandates that all counties with a population greater than 125,000 are required to develop a Juvenile Justice Alternative Education Program.

It is against the preceding backdrop that the parties named herein-below have reached an agreement, as follows -

WHEREAS, the Ellis County population according to the 2020 decennial census is above 125,000, absent a change in the law, Ellis County is required to comply with the mandate from the State of Texas concerning the maintenance and operation of an Ellis County Juvenile Justice Alternative Education Program (JJAEP);

WHEREAS, the Ellis County Juvenile Board, in conjunction with its partners, the School Districts within Ellis County, desire the best educational outcomes for the at-risk juveniles who have been expelled into the JJAEP, or otherwise accepted into the program;

WHEREAS, the Ellis County Juvenile Board and the School Districts desire to provide the at-risk juveniles with a quality level of intervention educational services, appropriately designed to positively impact the lives of such juvenile offenders, their families, and the local communities in which we all live;

WHEREAS, the parties to this agreement recognize the importance of a

cooperative effort between the educational community and the juvenile justice system in achieving the primary goals of (1) responsibly mitigating at-risk factors; (2) deterring future juvenile delinquent conduct and criminal behavior; (3) increasing the acceptance of personal responsibility, self-discipline, accountability, and non-deleterious personal behavior; (4) improving life skills and career opportunities; and (5) prudently balancing rehabilitation services with community safety needs.

WHEREAS, the parties seek to operate the JJAEP and accomplish the preceding goals within a State mandated regulatory framework requiring strict compliance and reporting;

NOW THEREFORE, in service to the citizens and youth of Ellis County, the following public servants hereby agree on behalf of each respective public entity as follows:

1. Agreement & Parties to the Agreement

This agreement shall be known as the Ellis County Juvenile Justice Alternative Education Program Memorandum of Understanding (MOU), and is hereby entered into by and between the Ellis County Juvenile Board (Board) and the following ten independent school districts operating within Ellis County (Districts), as listed below in alphabetical order:

- Avalon Independent School District
- Ennis Independent School District
- Ferris Independent School District
- Italy Independent School District
- Maypearl Independent School District
- Midlothian Independent School District
- Milford Independent School District
- Palmer Independent School District
- Red Oak Independent School District
- Waxahachie Independent School District

2. Subject Matter of Agreement - JJAEP

The Board, in cooperation with the Districts, hereby establishes, provides, and shall operate the Ellis County Juvenile Justice Alternative Education Program (JJAEP) as specified by Chapter 37 of the Texas Education Code (TEC), both through the direct provision of services and through contractual agreements with service providers.

Unless the context indicates otherwise, as used in this MOU, the term "day" means "school day" and the term "days" means "school days".

3. Student Eligibility

The JJAEP will provide services to students expelled or removed under the following provisions:

a. Mandatory Expulsion

- i. Mandatory expulsion criteria as defined by TEC §37.007(a), §37.007(d), or §37.007(e).

b. Discretionary...Expulsion

- i. Discretionary expulsion criteria as defined below:
 1. TEC §37.007(b), §37.007(c), §37.007(d), §37.007(f), or §37.007(i);
 2. TEC §37.0052 concerning certain bullying behavior;
 3. TEC §37.0081 concerning Penal Code Title 5 felony offenses;
 4. TEC §37.309 concerning registered sex offenders; and/or,

c. Court Ordered Services

- i. As ordered by the Juvenile Court and requested by ECJS.

4. Statutory Amendments

In the event the statutory law is amended to add, delete, or otherwise modify the grounds for mandatory and/or discretionary expulsions, then by operation of this provision all such amendments are deemed included within Section 3 of this MOU, as of the date such statutory amendments become legally effective.

5. Procedural Requirements for Referral & Enrollment Into JJAEP

In addition to the eligibility criteria contained in Section 3 above, the District must meet the following requirements for each student to be eligible for enrollment into the JJAEP:

- a. Prior to expelling a student from the District and into the JJAEP, the District shall conduct a hearing at which the student is afforded appropriate due process as required by TEC §37.009(f).
 - i. The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee as required by TEC §37.004. The admission, review, and dismissal committee must invite a JJAEP representative to attend the meeting to ensure that special education

provisions, if needed, can be provided.

- ii. Prior to any expulsion or removal hearing to consider placement of a student in JJAEP, the District must invite an JJAEP representative to attend the meeting. This will allow JJAEP to assess the education requirements needed for the student, and to allow the paperwork to begin for the referral to Ellis County Juvenile Services as required by TEC §37.010.
- b. Under a mandatory expulsion from the District to the JJAEP, the District must utilize the following guidelines in determining the length or period of expulsion:
 - i. All mandatory drug possession charges will be for 90 successful days; and
 - ii. All other mandatory expulsion charges will be for 90 successful days, except federal firearm offenses which are for either one (1) school year or 180 school days.
 - c. Mandatory students who are expelled or removed to the JJAEP will be required to attend until one of the following circumstances *have* been met:
 - i. The student has completed all graduation courses, or has completed the equivalent program requirements; whichever occurs first;
 - ii. The student has successfully completed a maximum of one (1) school year or 180 school days;
 - iii. The student has successfully completed all probation and/or juvenile court related requirements, if applicable;
 - iv. The student is no longer considered to be under mandatory expulsion under Texas law; or
 - v. Due to space restrictions, the student is recommended for early termination as outlined in Section 8.d. of this MOU.
 - d. With respect to discretionary referrals, the JJAEP will accept those students from the District on an as-space-is-available basis. The minimum length of placement for a discretionary student will be forty-five (45) successful school days unless space is needed for mandatory students.

- e. In referring a student to the JJAEP, regardless of whether the referral is mandatory or discretionary, the District will complete and submit the provided notification form, accompanied by a copy of the following student records prior to the student enrolling in the JJAEP:
- 1) Expulsion or removal letter;
 - 2) Police notification or discipline referral;
 - 3) Withdrawal record with grades;
 - 4) Most recent report card;
 - 5) Most current transcript;
 - 6) Fall & Spring class schedules;
 - 7) Statewide assessment scores;
 - 8) Attendance records;
 - 9) Discipline records;
 - 10) Birth certificate;
 - 11) Social security card;
 - 12) Immunization records;
 - 13) Home Language Survey;
 - 14) Free/reduced lunch eligibility letter (if applicable);
 - 15) Texas Student Data System (TSDS) or Texas Unique Student ID Number;
 - 16) The following special education records -
 - a) most recent comprehensive and complete ARD paperwork;
 - b) all manifestation determination ARD paperwork; and
 - c) the most recent evaluation for special education eligibility;
 - 17) Language Proficiency Assessment Committee (LPAC) determination and documentation;
 - 18) Section 504 eligibility determination; and
 - 19) ESL documentation.
- f. If a student moves/transfers to another District in Ellis County prior to the completion of the original expulsion or removal term, the receiving District will not extend the student's length of placement in the JJAEP beyond the term defined in the original expulsion or removal order.
- g. The JJAEP and the District may agree to credit a student's length of placement in an alternative educational program such as drug rehabilitation, detention, so forth - which occurs after the date of expulsion, toward the student's term of expulsion or removal.
- h. The JJAEP may offer incentives for good behavior and/or academic achievement which may result in the reduction of a student's term of expulsion term. The JJAEP and the District may consider a student's successful completion of the program to coincide with the end of a grading period.

6. **Attendance Reporting**

The District will maintain enrollment of all JJAEP students using a campus identification number specific for JJAEP as required by TEC §37.011(h). The JJAEP will track attendance for each student enrolled in the program, and report weekly attendance to the District. The District will be responsible for reporting violations of the compulsory attendance law to the appropriate court, with the JJAEP being provided notice of any such reporting.

7. **Funding for JJAEP**

Funding for the JJAEP shall occur as follows:

- a. The Board and the JJAEP will be the recipient of all Texas Juvenile Justice Department (TJJD) sources of funding for mandatory students, which TJJD is required and/or permitted to pay under state law; and such funds shall partially offset the cost to the Board of operating the JJAEP.
- b. Funding for all discretionary or other students will be provided to the Board and the JJAEP by the District at a rate of \$115.00 per student attendance day. Payment will be made by the District to Ellis County within 30 calendar days of receipt of an invoice.
- c. In the case of special population students as defined in Section 12 of this MOU, the District will be financially responsible for the provision of any related services determined necessary for such students.
- d. With the exception of the payments made to the Board and/or the JJAEP and/or Ellis County:
 - i. as set forth in the preceding Sections 7(a) and 7(b);
 - ii. those payments paid or incurred by the Districts as contemplated in the preceding Section 7(c);
 - iii. as well as any other payments paid or incurred by the Districts as contemplated by any other provisions of this MOU - the Board is responsible for completing the annual special operating budget of the JJAEP and timely submitting it to the Ellis County Commissioners Court for approval and funding.

8. **Facilities, Staffing, and Daily Operations**

The JJAEP will be provided in a facility operated and maintained by Ellis County, specifically the Ellis County Juvenile Services' facility located at 2272 FM 878 Waxahachie, TX 75165.

- a. The facility must comply with all applicable federal, state, and county regulations, as well as all TJJD standards.
- b. The JJAEP will operate at least seven (7) hours a day and 180 days a year as required by TEC §37.011(t), unless a waiver has been submitted and approved by TJJD.
- c. The JJAEP will provide all personnel and services necessary to operate the JJAEP, by direct provision and/or through contractual agreements.
- ct. The daily population of the JJAEP must not exceed 24 students. Upon reaching capacity, mandated students will be given precedence for enrollment over non-mandated students. The JJAEP reserves the right to return any discretionary student to his or her home District in order to accommodate a mandatory student from any District. The JJAEP may recommend early termination of a mandatory student's expulsion term based on the student's overall compliance with the program, attendance, and grades; however, the sending School District has final acceptance and approval.

9. Transportation

Transportation of all students (mandatory and discretionary) to and from the JJAEP will be the responsibility of each respective District which has placed a student (or students) within the program.

- a. This requirement does not preclude the District from making special arrangements with a student's parent(s)/legal guardian(s) on a case-by-case, for the purpose of allowing the student's parent(s)/legal guardian(s) to handle and provide for all such transportation to and from the JJAEP.
- b. Court ordered students are responsible for their own transportation to and from the Ellis County JJAEP.

10. Meals

The JJAEP will provide both breakfast and lunch, along with snacks as appropriate, for each student in actual attendance at the JJAEP.

- a. It is the understanding of the Board that the current federal/state funding and reimbursement mechanism to the Districts for qualified students who receive meal assistance (breakfast and lunch) is based upon federal/state rates which are subject to change and vary from time-to-time. ¹

¹ Current reimbursement rates are approximately \$6.59 per day for each participating student which is calculated as follows: \$2.26 for breakfast+ \$4.33 for lunch = \$6.59 per student per day.

- b. The parties agree that to the extent any District applies for and/or obtains such funds, grants, or otherwise receives any form of federal/state financial reimbursement for such meals, in relation to students enrolled and in actual attendance at the JJAEP, then the District will upon receipt immediately remit such funds to the JJAEP.

11. Curriculum

As a part of the JJAEP curriculum, it is agreed:

- a. The JJAEP provides the following required courses in accordance with TEC §37.011(d):
 - i. Core courses -
 1. English and Language Arts;
 2. Math, Science and Social Studies;
 3. Self-Discipline; and
 4. High School Equivalency Program (GED).
- b. The JJAEP provides the following elective courses in its curriculum:
 - i. Elective courses -
 1. As age appropriate- life skills, character training, and career guidance.
 2. With respect to any elective course which the District desires for the student to maintain while enrolled in the JJAEP, but which the JJAEP does not provide - the District will provide the curriculum and coursework for any such elective course. The student's curriculum and coursework needs must be addressed at the time of the expulsion or removal hearing, and a determination must be made as to how the courses for which the student is currently enrolled can be maintained.
- c. The JJAEP will communicate the student's academic progress to both the District and the student's parent(s)/legal guardian(s).
 - i. Through this communication process, the JJAEP will encourage both the District and the student's parent(s)/legal guardian(s) to participate in reviewing and monitoring the student's academic progress.

- ii. In the case of a high school student, the JJAEP will review the student's progress toward meeting high school graduation requirements and establish a specific graduation plan for the student as required by TEC §37.011(d); however, the JJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements, other than as specified above in TEC §11 (a) and §11 (b).
- d. All completed coursework will be accepted by the District and any credit(s) earned by the student while enrolled in the JJAEP will be reflected on the student's school transcript.

12. Special Populations

Special populations and related provisions are as follows:

- a. Special Education Services - the following provisions pertain to those students who are eligible for special education services:
 - i. A student with a disability who receives special education services may be expelled or removed to the JJAEP only after a duly constituted Admission, Review, and Dismissal Committee (ARD) determines that the alleged offense and/or behavior was or was not a manifestation of the student's disability in accordance with TEC §37.004.
 - ii. The JJAEP will be notified by the District and invited to participate in all ARD committee meetings scheduled to discuss the expulsion or removal of a special education student to the JJAEP. The District will provide a copy of the student's current Individual Education Plan (IEP) and/or Behavior Intervention Plan (BIP) to the JJAEP for review prior to the meeting. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP.
 - iii. If a student who is either eligible for, or is receiving special education services, is expelled or removed to the JJAEP, then the District will continue to provide any related services as outlined in the IEP and/or BIP which are not available at the JJAEP. These related services may include, but are not limited to counseling, transportation, interpretive services, and special curriculum.
 - iv. If the JJAEP determines that a student, who has not previously been qualified as a student eligible for special education, may be eligible for services, then the JJAEP will refer the student to the District for evaluation and determination of eligibility for special education

services, in accordance with applicable state and federal statutes and regulations.

- v. If the JJAEP determines that the student's educational and/or behavioral needs cannot be met in the program, then the JJAEP will immediately notify the District. Upon receiving such notice from the JJAEP, the District will convene an ARD committee meeting to determine if the student's IEP and/or BIP need to be modified, or whether the student's placement will be reconsidered.
- b. English as Second Language Learners - students identified as English as a Second Language (ESL) Learners will be assisted by the JJAEP and the District as follows:
 - i. The JJAEP will provide ESL Learners with the necessary services, instruction, and/or accommodations as recommended by the Language Proficiency Assessment Committee (LPAC). The JJAEP intends to have one full time teacher who is ESL certified; however, to the extent that the JJAEP is not equipped to provide some, or all related services, then the District will continue to provide and pay for those related services recommended by LPAC which the JJAEP is unable to provide.
- c. Students with Section 504 Plans - the JJAEP will serve identified students who require a Section 504 Plan to address a physical or mental impairment by providing the necessary services, instruction, or accommodations as recommended by the 504 Committee. The District will continue to provide and pay for any related services recommended by the 504 Committee which the JJAEP is unable to provide.

13. **Statewide Assessment Tests**

All students enrolled in the JJAEP at the time of statewide assessment testing will be provided an opportunity to test. The Districts will be responsible for administering all statewide assessment tests to include providing all required materials, supplies, and actively monitoring students at the time of testing. Arrangements may be made to test students at the JJAEP or at a campus designated by the Districts.

14. **Exit and Transition of Students**

The process associated with students exiting the JJAEP will include the following:

- a. A certified teacher assigned by the JJAEP will *review* all academic work of a student prior to the student's exit from the JJAEP and will certify completion of coursework based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant

- to TEC §28.002.
- b. Upon completion of the program, the JJAEP will notify the District of the student's plan to return to the District. This notification will be provided in writing and will include, at a minimum, the student's attendance days, withdrawal grades, any credits earned, and the results of the IOWA assessment administered to the student.
 - c. In accordance with TEC §37.011(d), all completed coursework will be accepted by the District and any credit(s) earned by the student while enrolled in the JJAEP will be reflected on the student's school transcript.

15. Term of MOU

The term of this MOU will be from September 1, 2024, or upon execution of the MOU by the last signatory to the MOU, whichever is later, through June 30, 2025. The MOU will need to be approved by the Board and each of the Districts annually.

16. Miscellaneous Provisions

- a. This MOU may be amended at any time; however, with the exception of Section 4 above, this MOU may only be amended by a written agreement which has been approved and signed by the Board and each District.
- b. In the event any provision, or provisions, contained in this MOU is/are held to be unenforceable, then this MOU shall be construed without such provision(s), and the remaining provisions shall continue in full force and effect. This MOU constitutes the complete, exclusive, and final agreement between the parties, and supersedes all oral or written proposals, prior written agreements, and/or other prior communications between the parties concerning the subject matter of this MOU.

17. Signatures

This MOU is hereby approved and signed by the Board and each of the ten named School Districts (in alphabetical order) on the signature pages that follow:

ELLIS COUNTY JUVENILE BOARD

Judge Cindy Ermantinger
Co-Chair, Juvenile Board
443rd District Court

Judge William Wallace
Co-Chair, Juvenile Board
378th District Court

Date

Date

Chelsea Smith
Director,
Ellis County Juvenile Services

Date

AVALON INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

ENNIS INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

FERRIS INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

ITALY INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

MAYPEARL INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

MILFORD INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

PALMER INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

RED OAK INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2024.

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Lisa Mott

Subject: Proposed Distinguished Teacher **Related Page(s)** Proposal

**Action
Agenda Item**

EXECUTIVE SUMMARY:

At Clift Elementary and Wedgeworth Elementary, math scores are trending significantly lower than reading scores. In an effort to provide on-campus leadership in the area of math education and to support less-experienced teachers, it is being proposed to hire a Distinguished Math Teacher for Clift and Wedgeworth elementary schools at grade levels 3rd, 4th, and 5th.

Applicants for these positions would have to meet the following requirements:

- 3+ year of math instruction in a STAAR tested grade level
- Applicant must submit evidence of previous STAAR score success/growth
- Interview with campus principal as well as Assistant Superintendent of Elementary Leadership

Each position would come with a \$10,000 per year stipend, paid monthly. Title II funds will cover the cost. Continued designation for the following year, as a distinguished teacher, is contingent upon student STAAR scores.

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:

Administration recommends the board approve the position of a distinguished math teachers as presented.

Distinguished Teacher Proposal

2024/25 School Year

Distinguished Teachers

Designate 6 teaching positions as Distinguished

Clift 3rd math

Clift 4th math

Clift 5th math

Wedgeworth 3rd math

Wedgeworth 4th math

Wedgeworth 5th math

Distinguished teachers will

- Teach in a classroom
- Lead math PLC
- Mentor other math teachers

Distinguished Teacher Qualifications

3+ years of math instruction experience in a STAAR tested grade level

Evidence of STAAR scores

Evidence of previous T-TESS appraisals

Evidence of excellent teacher attendance

Compensation

Each distinguished teacher will earn a stipend of \$10,000.00 (paid monthly)

Distinguished Teachers will be funded through Title II funds

Continued designation for following year is dependent upon student STAAR results

**Waxahachie Independent School District
BOARD OF TRUSTEES**

Date: May 13, 2024 **Presented By:** Ryan Kahlden

Subject: Purchase of Science Materials **Related Page(s)** _____



EXECUTIVE SUMMARY:

Melissa Abadie and Megan Whitford presented on the 2024 science proclamation process with the board at the April meeting. At this meeting, we are seeking approval of the recommended science materials for grades K-12. In total, the science materials requested will be approximately \$1,538,80.51 to be paid for with Instructional Materials Allotment (IMA) funds allocated by TEA.

Additionally, the Career & Technical Education (CTE) teachers have reviewed proclamation materials up for adoption this year and they have recommended \$245,096.90 in materials to be paid for with IMA funds as well.

ATTACHMENTS:

Summary of Recommendations for adoption

		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 purchase of recommended adoption materials for science K-12 and select CTE classes in accordance with Proclamation 2024.

The following materials are recommended for approval as part of the 2024 Science Proclamation for grades K-12:

Grades K-5:

Publisher: Houghton Mifflin Harcourt (HMH)

- Requesting 6-year bundle consisting of:
 - Digital Access (all students)
 - Student consumable books
 - Science lab kits (1 year) – campuses to replace consumable lab materials utilizing their campus budget
 - Cost: \$933,718.81

Grades 6-8 and Integrated Physics and Chemistry (IPC):

Publisher: McGraw Hill

- Requesting 6-year bundle consisting of:
 - IPC
 - Three class sets with 35 textbooks per set
 - Digital access for all students
 - Cost: \$43,162.16

Science 6-8

- Cost: \$277,224.61

Biology, Chemistry, Physics

Publisher: Savaas

- Requesting 6-year bundle consisting of:
 - Classroom sets of textbooks (35 textbooks per set)
 - Digital access for all students
 - Cost: \$219,926.00

Aquatic Science & Earth Systems Science

Publisher: Cengage Learnings

- Requesting 6-year bundle consisting of:
 - Classroom sets of textbooks (35 textbooks per set)
 - Digital access for all students
 - Cost: \$55,848.93

Astronomy

Publisher: eDynamic Learning

- Requesting 6-year site license for all online student materials
- Requesting quote for 6-year site license option
- Cost: \$8,400

Total of requested science materials: \$1,538,280.51

The following materials are recommended for approval as part of the 2024 CTE Proclamation:

Compusolar for STEM

- All online
- WHS only
- 4 year site license
- \$9,520

Learning.com (grades 6-8 Technology Applications)

- All three junior high campuses
- All digital
- Licenses for 4 years
- \$46,800

Cengage: Health Science, Anatomy & Physiology, and Forensic Science

- All materials for 4 years
- All materials have online access with one class set of print materials
- Health Science: \$24,187.50
- Anatomy & Physiology: \$14,400
- Forensic Science: \$9,217.50
- Total: \$51,629.40

Goodheart-Wilcox for Medical Terminology

- Global and WHS
- 4 year adoption
- Print and digital access
- \$18,547.50

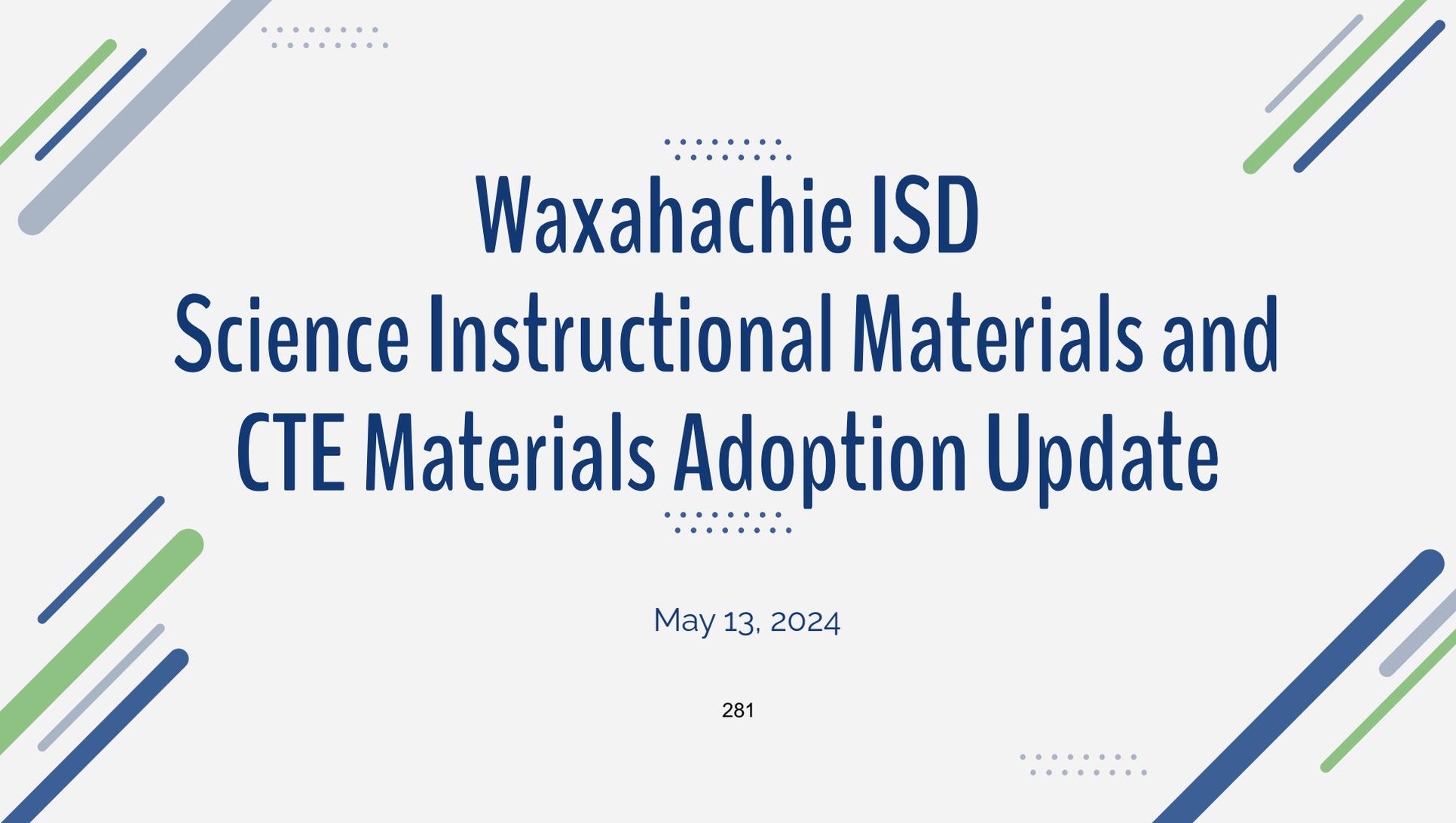
EDynamix Learning: Human Growth & Development

- Total: \$9,000

Assessment Technologies NHS

- Pharmacology
- 4 year adoption
- Includes MA Skills Builder Clinical Plus
- \$112,600

Total all Recommended CTE Course Materials: \$245,096.90

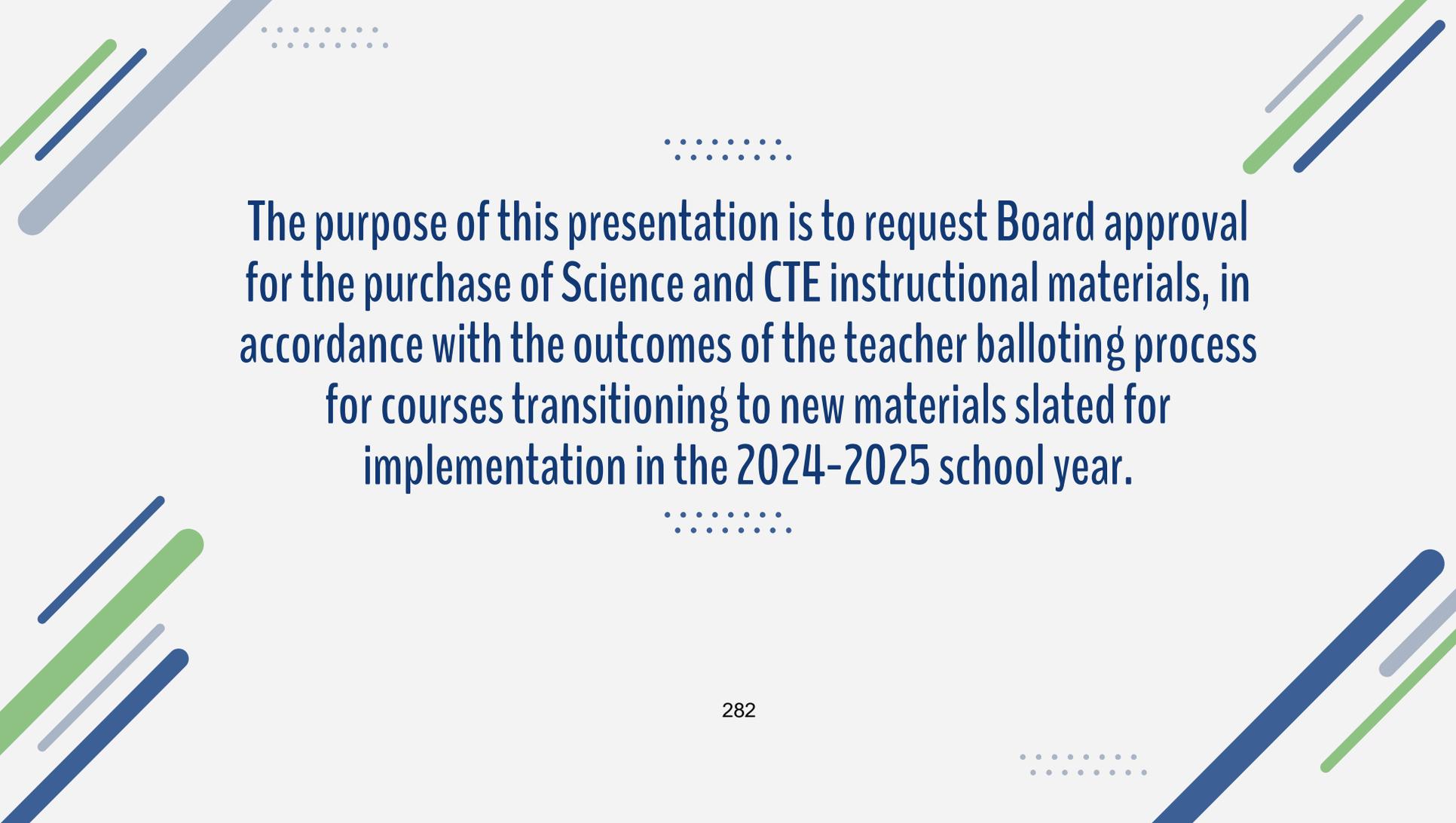


Waxahachie ISD

Science Instructional Materials and CTE Materials Adoption Update

May 13, 2024

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The purpose of this presentation is to request Board approval for the purchase of Science and CTE instructional materials, in accordance with the outcomes of the teacher balloting process for courses transitioning to new materials slated for implementation in the 2024-2025 school year.



Committee Member Breakdown



Campus Administrators

From each campus, at least one principal or assistant principal representative served on the committee

*** All committee members & science teachers were invited to vote on the publisher selections.**

Teachers

K-5: From each elementary campus, at least one teacher representative from K-2 & 3-5 served on the committee

6-8: From each junior high school, at least one teacher from each grade level served on the committee

9-12: From each high school, at least one teacher representative per course offered served on the committee

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Special Populations

The committee include representation for Dual Language, Special Education, GT and Advanced Academics

Parents

Parents attended our informational meeting in January.



Publishers Selected by Teacher's Vote - 6 Years

Grade Span / Course	Publisher	Cost
<u>Kindergarten - 5th Grade</u>	Houghton Mifflin Harcourt (HMH)	\$933,718.81 - includes state reimbursable shipping & handling \$88,724.41

Package Inclusions:

- Digital presentation and interactive lessons
- Student online response with immediate feedback
- Science notebooking activity guide
- Customizable and manageable hands-on labs
- Powerpoint for each lesson
- Online lab portfolio for students and teachers
- Science content readers in 3 reading levels by TEKS
- ScienceSaurus content reading by TEKS
- One CLICK to resource: hyperlinked teacher edition
- Differentiation resources aligned to TEKS
- Full assessment suite with Data analysis, reporting, and reteach by standards
- 6 years subscription to student activity guides
- Print teacher guides for every teacher
- Non-consumable equipment kit
 - Examples: Thermometer, Scales, Copper Wire, etc.
- Consumable equipment kit - 1 year
- Examples: Potting Soil, String, Baking Soda, etc.

Publishers Selected by Teacher's Vote - 6 Years

Grade Span / Course	Publisher	Cost
<u>6th - 8th Grade</u>	McGraw Hill	\$277,224.61 includes state reimbursable shipping & handling \$665.50

Package Inclusions:

- Class sets of student edition in print
- Interactive student eBook
- STEM biographies handbook eBook
- Foldables handbook eBook
- Practice and skills eBook
- Chapter launch videos
- Quick launch videos
- Anytime lab videos
- Explain It videos
- Extension videos
- Virtual lab simulations
- Virtual field trips
- Virtual career fair
- Interactive gallery
- LearnSmart adaptive skills practice
- Interactive gallery and word lab
- Powerpoint presentations for each lesson
- Lab manual
- STEM projects
- Engineering challenges
- Page Keeley science probes
- Chapter pretests
- TEKS refresh - additional practice
- Chapter TEKS reviews
- Chapter tests
- Kahoot!
- TEKS assessment guide

Publishers Selected by Teacher's Vote - 6 Years

Grade Span / Course	Publisher	Cost
<u>IPC</u>	McGraw Hill	\$43,162.16 includes state reimbursable shipping & handling \$665.50

Package Inclusions:

- Class sets of student edition in print
- Interactive student eBook
- STEM biographies handbook eBook
- Foldables handbook eBook
- Practice and skills eBook
- Chapter launch videos
- Quick launch videos
- Anytime lab videos
- Explain It videos
- Extension videos
- Virtual lab simulations
- Virtual field trips
- Virtual career fair
- Interactive gallery
- LearnSmart adaptive skills practice
- Interactive gallery and word lab
- Powerpoint presentations for each lesson
- Lab manual
- STEM projects
- Engineering challenges
- Page Keeley science probes
- Chapter pretests
- TEKS refresh - additional practice
- Chapter TEKS reviews
- Chapter tests
- Kahoot!
- TEKS assessment guide

Publishers Selected by Teacher's Vote - 6 Years

Course	Publisher	Cost
<u>Aquatic Science</u>	Cengage Learning	\$31,225.70 includes state reimbursable shipping & handling \$2,838.70
<u>Earth Systems Science</u>	Cengage Learning	\$24,623.23 includes state reimbursable shipping & handling \$2,238.48
Subtotal	Cengage Learning	\$55,848.93

Package Inclusions:

- Classroom Set of Print Student Edition
 - Partnership with National Geographic Explorer
 - Interdisciplinary Connections
 - Thinking Beyond

- MindTap
 - Interactive eBook
 - Lab Manual
 - Custom Learning Path
 - Conceptual Learning Activities
 - Video Quizzes

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- Teacher Companion Site
 - Instructor's Manual
 - Lecture Slides
- Online Test Bank and Custom Test Generator



Publishers Selected by Teacher's Vote - 6 Years

Course	Publisher	Cost
<u>Astronomy</u>	eDynamic Holding LP	\$8,400.00 No shipping & handling required

Package Inclusions:

- Online Textbook
- Student Support Features
 - Read-a-Loud Features
 - Literacy & Vocabulary Supports
- Teacher Support Features
 - Lesson Plans
 - Presentation Slides
 - Content Supports

Publishers Selected by Teacher's Vote - 6 Years

Course	Publisher	Cost
<u>Biology, Chemistry & Physics</u> (combined quote)	SAVVAS	\$219,926.00 SAVVAS does not charge shipping & handling

Package Inclusions:

- Student handbook
- Teacher guide
- Biology EOC TEKS and Physics Math Workbook
- Savvas Realize
- Phet simulations
- TEKS progression
- Encounter: Anchoring Phenomenon

Publishers Selected by Teacher's Vote - 6 Year

Course	Publisher	Cost
<u>Kindergarten - 5th Grade</u>	Houghton Mifflin Harcourt - HMH	\$933,718.81
<u>6th Grade - 8th Grade</u>	McGraw Hill	\$277,224.61
<u>IPC - Integrated Physics & Chemistry</u>	McGraw Hill	\$43,162.16
<u>Aquatic Science</u>	Cengage Learning	\$31,225.70
<u>Astronomy</u>	eDynamic Holding LP	\$8,400.00
<u>Biology, Chemistry & Physics</u> (combined quote)	SAVVAS	\$219,926.00
<u>Earth Systems Science</u>	Cengage Learning	\$24,623.23
Total	290	\$1,538,280.51

Career & Technical Education Materials

Compuscholar for STEM - \$9,520

Computer Science and Foundations of Cybersecurity (WHS; online only)

Learning.com - \$46,800

Technology applications (6-8)

Cengage - \$51,629.40

Forensic Science

Anatomy & Physiology

Health Science

Goodheart-Wilcox - \$18,547.50

Medical terminology

Career & Technical Education Materials

EDynamix Learning - \$9,000
Human Growth & Development

Assessment Technologies NHS - \$112,600
Pharmacology

Total of CTE Materials - \$245,096.90

CTE Adoption

Health Science



Anatomy & Physiology
Health Science Theory
Pharmacology
Medical Terminology
Medical Microbiology
Pathophysiology
Medical Assistant (Practicum)

STEM



Computer Science I
Computer Science II
Foundations of Cybersecurity
Engineering Design & Presentation I
Engineering Design and Presentation I
*Technology Applications K-8

Education



Principles of Education
Human Growth & Development
Instructional Practices

Criminal Justice



Forensic Science

2024 Proclamation Timeline

Throughout this adoption process transparency, fairness, and alignment with educational goals have been paramount.

November 13

*Presentation to WISD School Board
Assistant Superintendent for Learning presented to the board regarding all textbook adoption for 2024.*

**February -
April**

*Vendor Meetings
CTE met with textbook vendors to make materials available and review district needs.*

**March 4 -
April 8**

*Teacher and Administrator Review
All teachers in each subject area were provided online and/or print resources to review and offer input on.*

April 26-29

*Public Review
Resources were open for public review and feedback electronically April 26-29 and in person on the evening of Monday, April 29.*

April 30

*EMAT Presentation
Adoption choices and purchase options presented to the EMAT Committee by CTE Administration.*