

# Agenda of School Board Workshop

## The Board of Trustees Waco Independent School District

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A School Board Workshop of the Board of Trustees of the Waco Independent School District will be held August 24, 2017, beginning at 6:00 PM in the WISD Conference Center, 115 S 5th Street, Waco, Texas.

The subjects listed below are for discussion only. No action will be taken at this meeting. Items do not have to be taken in the order shown on this meeting notice.

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. CLOSED MEETING
  - A. Texas Government Code Section:
    - 1. 551.071 Consultation with Attorney
    - 2. 551.074 Personnel Matters
      - a. Discussion on duties and responsibilities of the Superintendent
      - b. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Office or Employee
- IV. AUDIENCE FOR GUESTS
- V. DISCUSSION AND UPDATES
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  - B. Discussion and possible action to approve a resolution adopting the tax rate for the 2017 tax year on August 31, 2017 8
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  - E. Reports and discussion of Board Member committees 29
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J. Discussion and possible action to approve a memorandum of understanding with EOAC/Headstart to provide a collaborative preschool program known as "Jump Start"	73
K. Discussion and possible action to approve a memorandum of understanding with the McLennan County Junior College District for college credit coursework and educational support of the Certified Nurse Aide Program at the Greater Waco Advanced Health Care Academy (GWAHCA)	91
L. Discussion and possible action to approve a backup submitter for access to Texas Education Agency (TEA) secure Applications	98
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O. Discussion and possible action to approve Local Policy Updates - District of Innovation Plan	107
P. Discussion and possible action to approve a resolution to sanction 4-H as an extracurricular activity	125

## VII. ADJOURNMENT

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If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, if the Board chooses to conduct a closed meeting on such agenda item, it shall do so in accordance with applicable law, including the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board

first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL).]

**Waco Independent School District**  
**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** Sheryl Davis

**RE: Discussion and possible action to approve a resolution adopting the 2017-18 budgets on August 31, 2017**

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**Background Information:**

In accordance with Section 44.002 of the Education Code, the Superintendent has caused to be prepared a proposed budget covering all estimated revenue and proposed expenditures of the district for the 2017-18 fiscal year. Under rules adopted by the State Board of Education, the annual official budget includes the general, food service and debt service funds. The proposed budget was presented to the Board of Trustees at a specially-called meeting on August 3, 2017.

The proposed General Fund budget of \$143,334,470, Child Nutrition Fund budget of \$10,068,979 and Debt Service Fund budget of \$14,668,156 are presented on the attached schedule.

The Budgets were prepared under the following assumptions:

- ADA estimated at 13,669
- Local net taxable property values of \$5,744,499,011
- Maintenance and Operations Tax Rate of \$1.17000/\$100 of assessed value
- Interest and Sinking Tax Rate at \$0.24000/\$100 of assessed value

A general compensation increase is included in the 2017-18 proposed budgets. Employees paid on the Teacher schedule will receive an average increase of \$600 or 1.1% for the 2017-18 school year. Employees paid on the Auxiliary, Clerical/Paraprofessional, and Administrative/Other Professional schedules will receive 1% increase on the appropriate midpoint.

The district's contribution to group health insurance will increase from \$350.00 per month to \$367.50 per month for employee coverage.

The proposed budgets were developed based on an M&O tax rate of \$1.17000 and an I&S tax rate of \$0.24000 per \$100 of valuation for a total tax rate of \$1.41000. The budget for the Debt Service Fund, as presented, would utilize an estimated \$1,185,824 of its projected \$4,646,144 fund balance to cover budgeted expenditures.

Included in the attachments are budgets for the McLennan County Challenge Academy and the Regional Day School for the Deaf, both of which Waco ISD acts as the fiscal agent, and the locally funded budgets for the Greater Waco Advanced Health Care and Manufacturing Academies. These budgets are primarily funded through contributions from member/participating districts.

The proposed budgets for the McLennan county Challenge Academy and the Regional Day School for the Deaf balance estimated revenues with proposed appropriations. Estimated revenues will fall short of covering budgeted expenditures for the Greater Waco Advanced Health Care and Manufacturing Academies by \$236,467 and \$371,534, respectively. The projected deficits for these programs would be covered by the budgeted operating transfer from the General Fund.

**Fiscal Implications:**

Adoption of the proposed budgets provides funding for District operations for fiscal year 2017-18.

**Administrative Recommendations:**

The administration recommends the Board of Trustees consider and approve budgets for the 2017-18 fiscal year in the following amounts, as presented.

Official Budget:

General Fund	\$143,334,470
Child Nutrition Fund	\$ 10,068,979
Debt Service Fund	\$ 14,668,156

Other Budgets:

Greater Waco Advanced Health Care Academy	\$ 1,133,974
Greater Waco Advanced Manufacturing Academy	\$ 1,144,541
McLennan County Challenge Academy	\$ 998,087
Regional Day School for the Deaf	\$ 743,023

**Waco Independent School District**  
**OFFICIAL ADOPTED BUDGET**  
**2017-2018**

	<b>General Fund</b>	<b>National School Lunch &amp; Breakfast Fund</b>	<b>Debt Service Fund</b>	<b>Memorandum Total</b>
<b>Revenues:</b>				
Local and Intermediate Source Revenue	\$ 65,150,236	\$ 800,065	\$ 12,607,134	\$ 78,557,435
State Program Revenue	72,071,686	53,700	380,507	72,505,893
Federal Program Revenue	3,661,226	9,215,214	-	12,876,440
Total Revenues	<u>\$ 140,883,148</u>	<u>\$ 10,068,979</u>	<u>\$ 12,987,641</u>	<u>\$ 163,939,768</u>
<b>Appropriations:</b>				
Instruction	\$ 76,449,367	\$ -	\$ -	\$ 76,449,367
Instructional Resources and Media Services	898,008	-	-	898,008
Instructional Staff Development and Curriculum Development	3,856,543	-	-	3,856,543
Instructional Leadership	2,689,886	-	-	2,689,886
School Leadership	9,245,559	-	-	9,245,559
Guidance, Counseling and Evaluation Services	3,745,800	-	-	3,745,800
Social Work Services	912,675	-	-	912,675
Health Services	1,113,051	-	-	1,113,051
Student Transportation	3,546,386	-	-	3,546,386
Food Services	-	10,068,979	-	10,068,979
Extracurricular Activities	4,399,225	-	-	4,399,225
General Administration	4,988,253	-	-	4,988,253
Plant Maintenance and Operations	16,756,066	-	-	16,756,066
Security and Monitoring Services	2,239,732	-	-	2,239,732
Data Processing Services	2,593,316	-	-	2,593,316
Community Services	796,079	-	-	796,079
Debt Service	361,235	-	13,585,206	13,946,441
Facilities Acquisition and Construction	-	-	-	-
Payments to Shared Services Arrangement	440,000	-	-	440,000
Payments to Juvenile Justice Alternative Education Program	750,000	-	-	750,000
Payments to Tax Increment Fund	6,806,529	-	1,082,950	7,889,479
Other Intergovernmental Charges	746,760	-	-	746,760
Total Appropriations	<u>\$ 143,334,470</u>	<u>\$ 10,068,979</u>	<u>\$ 14,668,156</u>	<u>\$ 168,071,605</u>
Excess (Deficiency) of Estimated Revenues Over Appropriations	\$ (2,451,322)	\$ -	\$ (1,680,515)	\$ (4,131,837)
Other Financing Sources/(Uses)	(608,001)	-	-	(608,001)
Net Change in Fund Balance	<u>\$ (3,059,323)</u>	<u>\$ -</u>	<u>\$ (1,680,515)</u>	<u>\$ (4,739,838)</u>
Fund Balance, beginning of year	41,367,901	1,635,765	4,646,144	47,649,810
Fund Balance, end of year	<u>\$ 38,308,578</u>	<u>\$ 1,635,765</u>	<u>\$ 2,965,629</u>	<u>\$ 42,909,972</u>
<b>Non-spendable Funds:</b>				
Inventories	200,000	-	-	200,000
<b>Restricted Funds:</b>				
Retirement of Long-term Debt	-	-	2,965,629	2,965,629
National School Lunch and Breakfast Program	-	1,635,765	-	1,635,765
Committed Funds	5,655,942	-	-	5,655,942
Assigned Funds	1,946,552	-	-	1,946,552
Unassigned Fund Balance	<u>\$ 30,506,084</u>	<u>\$ 1,635,765</u>	<u>\$ 2,965,629</u>	<u>\$ 35,107,478</u>

Waco Independent School District  
**OTHER ADOPTED BUDGETS**  
2017-2018

	<b>Greater Waco Advanced Health Care Academy</b>	<b>Greater Waco Advanced Manufacturing Academy</b>	<b>McLennan County Challenge Academy</b>	<b>Regional Day School for the Deaf</b>	<b>Memorandum Total</b>
Revenues:					
Local and Intermediate Source Revenue	\$ 860,400	\$ 734,400	\$ 963,167	\$ 716,297	\$ 3,274,264
State Program Revenue	37,107	38,607	34,920	26,726	137,360
Total Revenues	<u>\$ 897,507</u>	<u>\$ 773,007</u>	<u>\$ 998,087</u>	<u>\$ 743,023</u>	<u>\$ 3,411,624</u>
Appropriations:					
Instruction	\$ 727,582	\$ 869,645	\$ 603,837	\$ 678,793	\$ 2,879,857
Instructional Staff Development and Curriculum Development	10,100	7,190	200	250	17,740
Instructional Leadership	193,234	95,104	-	50,980	339,318
School Leadership	-	-	226,927	-	226,927
Guidance, Counseling and Evaluation Svcs	74,522	73,105	63,039	-	210,666
Health Services	-	-	100	-	100
Plant Maintenance and Operations	128,536	99,497	3,000	-	231,033
Community Services	-	-	-	-	-
Payments to Shared Services Arrangement	-	-	100,984	13,000	113,984
Total Appropriations	<u>\$ 1,133,974</u>	<u>\$ 1,144,541</u>	<u>\$ 998,087</u>	<u>\$ 743,023</u>	<u>\$ 4,019,625</u>
Excess (Deficiency) of Estimated Revenues Over Appropriations	\$ (236,467)	\$ (371,534)	\$ -	\$ -	\$ (608,001)
Other Financing Sources/(Uses)	236,467	371,534	-	-	608,001
Net Change in Deferred Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Revenue, beginning of year	-	-	232,889	23,172	256,061
Deferred Revenue, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 232,889</u>	<u>\$ 23,172</u>	<u>\$ 256,061</u>

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** Sheryl Davis

**RE: Discussion and possible action to approve a resolution adopting the tax rate for the 2017 tax year on August 31, 2017**

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**Background Information:**

Annually, the Board of Trustees must determine the property tax rate necessary to provide sufficient local revenues to fund the adopted budget for the succeeding fiscal year. The tax rate must be in two parts: (1) an Interest and Sinking Fund (I&S) tax rate is determined to levy sufficient taxes required to service the interest and principal requirements for the District's outstanding bonded debt; (2) a Maintenance and Operations (M&O) tax rate is determined to meet the District's share of the general operating fund budget. All legal requirements for setting the 2017 tax rate have been accomplished except for the formal adoption of the resolution establishing the tax rate. The Notice of Public Meeting to Discuss Budget and Proposed Tax Rate was published in the Waco Tribune on August 14, 2017. A copy of the notice is attached.

The administration is recommending a M&O tax rate of \$1.17000/\$100 assessed value and a proposed I&S rate of \$0.24000/\$100 assessed value for 2017 for a total tax rate of \$1.41000/\$100 assessed value. The 2016 M&O rate was \$1.17000 and the I&S rate was \$0.23000/\$100 assessed value. Earnings on investments, State facilities funding as well as fund balance will also be utilized in funding the District's 2017-18 debt service.

The proposed rate exceeds the calculated effective tax rate of \$1.315404/\$100 assessed value. Therefore, the motion to adopt a resolution setting a tax rate that exceeds the effective tax rate must be made in the following form:

***"I move that the property tax rate be increased by the adoption of a tax rate of \$1.41000, which is effectively a 7.19 percent increase in the tax rate.***

***This tax rate will raise more taxes for Maintenance and Operations than last year's rate. The tax rate will effectively be raised by 3.47 percent and will raise taxes for Maintenance and Operations on a \$100,000 home by approximately \$0.00."***

The District may not set the 2017 tax rate above the \$1.41000/\$100 assessed value published in the attached public notice. The Resolution supporting the adoption of proposed tax rate proposal is attached.

**Fiscal Implications:**

The proposed tax rate will generate funding for the General Fund and the Debt Service Fund budgets as adopted by the Board of Trustees.



**Administrative Recommendations:**

The administration recommends adoption, by resolution, of the proposed 2017 tax rates, of \$1.17000/\$100 assessed value for Maintenance and Operations and \$0.24000/\$100 assessed value for Interest and Sinking for a total 2017 tax rate of \$1.41000/\$100 assessed value. **The motion must be made in the above form.**

# NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Waco ISD will hold a public meeting at 7:00 PM, August 31, 2017 in Waco ISD Administration Building Conference Center, 115 South 5th St., Waco, TX 76701. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$1.170000/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.240000/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

## Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	2.79 % increase
Debt Service	0.83 % increase
Total expenditures	2.61 % increase

## Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$7,720,843,718	\$8,317,562,744
Total appraised value* of new property**	\$198,130,928	\$141,355,490
Total taxable value*** of all property	\$4,794,731,592	\$5,299,274,784
Total taxable value*** of new property**	\$180,419,775	\$135,410,041

\*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

\*\* "New property" is defined by Section 26.012(17), Tax Code.

\*\*\* "Taxable value" is defined by Section 1.04(10), Tax Code.

## Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness\* \$159,795,000

\*Outstanding principal.

## Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance &amp; Operations</u>	<u>Interest &amp; Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
<b>Last Year's Rate</b>	\$1.170000	\$0.230000*	\$1.400000	\$4,818	\$4,974
<b>Rate to Maintain Same Level of Maintenance &amp; Operations Revenue &amp; Pay Debt Service</b>	\$1.129590	\$0.254950*	\$1.384540	\$5,299	\$4,728
<b>Proposed Rate</b>	\$1.170000	\$0.240000*	\$1.410000	\$5,123	\$4,728

\*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

## Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$102,996	\$116,097
Average Taxable Value of Residences	\$75,918	\$84,296
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.400000	\$1.410000
Taxes Due on Average Residence	\$1,062.85	\$1,188.57
Increase (Decrease) in Taxes		\$125.72

**Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.**

**Notice of Rollback Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.410000. This election will be automatically held if the district adopts a rate in excess of the rollback rate of \$1.410000.**

## Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$33,565,407
Interest & Sinking Fund Balance(s)	\$4,646,144

**WACO INDEPENDENT SCHOOL DISTRICT**  
**Waco, Texas**  
**August 31, 2017**

**A RESOLUTION ADOPTING THE TAX RATE FOR THE 2017 TAX YEAR**

BE IT RESOLVED by the Board of Trustees of the Waco Independent School District that:

The tax rate for the 2017 tax year is hereby set and adopted and a tax levied on the taxable property in the District as follows:

- |   |   |
|---|---|
| (a) For Maintenance and Operations,   | \$ 1.17000 for each \$100.00 valuation;       |
| (b) For payment of Principal and Interest on Bonds (Interest and Sinking Fund), | <u>\$ 0.24000 for each \$100.00 valuation</u> |

TOTAL TAX RATE FOR 2017	\$ 1.41000 for each \$100.00 valuation.
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This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 3.47 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$0.00.

BE IT FURTHER RESOLVED that for the 2017 tax year, each adult is entitled to an exemption of \$25,000.00 of the appraised value of his/her resident homestead. An adult who is disabled or is 65 years of age or older is entitled to an additional exemption of \$10,000.00 of the appraised value of his/her residence homestead. "Disabled" means under a disability for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors and Disability Insurance. The exemptions herein made and confirmed are both the Maintenance and Operations and the Interest and Sinking Fund Rates.

BE IT FURTHER RESOLVED that the appointment of the tax assessor-collector for the County of McLennan, Texas, as the tax assessor-collector for the Waco Independent School District is hereby ratified and confirmed. The Secretary of the Board is directed to notify the assessor-collector of the tax rate herein adopted by transmitting a true and correct copy of this Resolution to the assessor-collector. The assessor-collector is hereby authorized to assess and collect the taxes for the Waco Independent School District at the above rate and to deposit the proceeds to the account of the District in accordance with law.

The resolution was adopted and passed by the Board of Trustees of the Waco Independent School District at a public meeting called for that purpose pursuant to statutory notice at the school Administration Building, 115 S. 5th Street, Waco, Texas, with a quorum of the Board present and voting on this 31<sup>st</sup> day of August, 2017.

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Pat Atkins, President  
Board of Trustees  
Waco Independent School District

ATTEST:

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Norman Manning, Secretary

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24, 2017

**Contact Person:** Sheryl Davis

**RE: Presentation and discussion of monthly financial reports for the period ending July 31, 2017**

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**Background Information:**

Attached are the compiled July monthly financial reports for the following:

General Fund  
Food Service Fund  
Debt Service Fund

These interim financial statements have been prepared utilizing data generated from the automated financial system and do not include any information related to other special revenue funds, capital projects funds, or trust and agency funds. Balances included in the report are unaudited and may change as a result of final year end closing entries and audit activities.

**Fiscal Implications:**

Report only.

**Administrative Recommendations:**

The report is presented for information, only. No action is required.



**Waco Independent School  
District  
Business & Support Services**

Sheryl Davis  
Chief Finance Officer

P.O. Box 27, Waco, Texas 76703  
Phone: 254-755-9440

August 15, 2017

Board of Trustees  
Waco Independent School District  
Waco, Texas

The accompanying balance sheets, statements of revenues, expenditures and changes in fund balance, and encumbrances and expenditures by fund, function and object for the month ending July 31, 2017 have been compiled for the General Fund, Food Service Fund, and Debt Service Fund. Final cash reconciliation procedures and financial audit activities may result in additional adjustments to the July financial statements. These preliminary financial reports are prepared utilizing the following assumptions:

Revenue:	Recorded on a cash basis with adjustments to accrual basis to be made at August 31, 2017.
Expenditure:	Totals on the "Statement of Revenues, Expenditures and Changes in Fund Balance" include expenditures occurring during the interim period reported. Balances will be adjusted to accrual basis at August 31, 2017. Outstanding encumbrances are included on the "Encumbrances and Expenditures by Fund, Function and Object" schedule, only.
Beginning Fund Balance:	Represents August 31, 2016 audited ending fund balance.

I have not performed an audit or review of these financial statements. Please do not hesitate to call if you have any questions or need further assistance.

Sheryl Davis  
Chief Finance Officer

## **Comparison of Fiscal Year 2016-2017 Revenues and Expenditures to Previous Fiscal Year as of July 31, 2017**

Variations in revenues and expenditures as compared to the previous year are primarily due to the cyclical nature of budgetary receipts and expenditures. The larger variances are explained in this summary.

### **General Fund**

#### **Revenues:**

5710 Local Property Taxes – Collections through June increased \$4.1 million over 2015-16 although collections, as a percent of budget, lagged last year by about 0.5 percent. As of the end of July, we have collected over 100% of the amount estimated for budget purposes.

5720 Services to Other Districts – Revenue is derived from indirect cost charges to the Challenge Academy. Indirect costs are charged at the unrestricted rate of 11.563% and are designed to reimburse the District (as the fiscal agent) for both general administrative functions such as payroll and plant operations such as utilities and custodial services. Due to increased participation and resulting increases in expenditures at the Academy, these indirect recoveries have increased \$17,184 over last year.

5730 Tuition and Fees – Tuition and fees for prekindergarten and after-school programs have increased 20.2% over 2015-16.

5740 Other Local Revenue – The increase of \$1,279,583 is due primarily to tax collections for properties in the tax increment zone which has increased \$1,048,104 over last year. Additionally, investment income has increased \$190,622 as a result of increased interest rates and a more aggressive investment program.

5750 Extracurricular Activities – Revenues from athletic events are reflecting a decrease of \$6,954. This decrease is offset by an increase of \$25,450 in rental revenue due to a change in accounting.

5810 Per Capita and Foundation School Program Revenue – While current receipts show a decrease of \$852,252, revenue projections, based on average daily attendance at the end of the sixth six weeks, indicates revenues will exceed original budgeted estimates by approximately \$888,743. Projections are based on an average daily attendance of 13,649.63. Final payments for the increased enrollment will be settled in September.

5830 Other State Program Revenue – The increase of \$368,684 is a result of increases in amounts paid by the State on behalf of the District for retirement contributions. This revenue is offset by like expenditures.

5900 Federal Sources Revenue – The increase of \$122,684 is due to an increase in E-Rate reimbursements of \$263,294. However, this increase is offset by a decrease in Medicaid reimbursements of \$64,648 and indirect cost recoveries of \$75,962.

#### **Functional Expenditures:**

Expenditures in the functional categories appear to be consistent with last year's spending pattern with the exceptions shown on the following page. At the end of July \$6,333,367 is encumbered in outstanding purchase orders.

11 Instruction -- Increased year-to-date expenditures of \$4,036,410 reflect salary and benefit increases approved for 2016-17 as well as additional staffing for elementary gifted and talented programs and dyslexia education. Additionally, approximately \$840,000 of the increase is a result of instructional aide positions being more consistently filled during the 2017-18 school year.

13 Curriculum and Instructional Staff Development – The increase in expenditures of \$623,529 is due in part to the addition of several instructional support positions in the Curriculum department for 2016-17 as well as the timing of payments for curriculum modules purchased through the Education Service Center, Region 12.

32 Social Work Services – Expenditures have increased \$94,295 over last year due to the full-year implementation of the BEAR project collaboration with Baylor University.

34 Student Transportation – Expenditures have increased \$239,663 over last year. Of this amount, \$80,895 is due to an additional bus purchase in the current year. The remaining \$158,768 results from increased rates for contracted services

36 Extracurricular Activities – The increase of \$530,469 is due primarily to the \$415,000 expenditure to install artificial turf on the softball field at the athletic complex.

41 General Administration – The increase in expenditures of \$415,807 is due primarily to increased legal fees of \$256,215 as well as expenditures for the records management project and demographics study.

51 Plant Maintenance and Operations – Current year expenditures reflect payments on projects which were not completed at August 31, 2016, as well as projects completed over breaks and early summer.

53 Data Processing Services – The increase of \$306,872 is due to timing of equipment purchases in addition to salary and benefit increases.

71 Debt Service – While year-to-date expenditures are similar between the two years, as a percent of budget, 93.37% of the budget has been expended in 2016-17 while only 38.24% of the budget was expended in 2015-16. This is because the current year's budget does not include debt service for the 2006 Maintenance Tax Notes that were paid off this past summer and payments on the stadium debt are due in October and April of each year.

81 Facilities Acquisition and Construction – The increase in expenditures reflects payments of design fees for the renovations to relocate Child Nutrition Services to the old maintenance shops.

95 Juvenile Justice Alternative Education Program – Expenditures have increased \$342,922 over 2015-16 due to increased participation resulting from a change in disciplinary placement and a 15% rate increase approved last summer. Because of the increased participation, contributions to the fund are projected to exceed expenditures by approximately \$433,000. The Challenge Board met in June and approved a rebate for the current year. As a result, Waco ISD will be rebated \$152,284 for their share of the overage.

97 Payments to Tax Increment Fund – Expenditures have increased \$1,200,046 and reflect the increased collections discussed above. The difference between the \$1,197,915 and the increased collections for property in the TIF zones of \$1,048,104 is attributable to the supplemental payment required based on 2005-06 tax rates. Under the law, the District is held harmless for the supplemental amount and is reimbursed by the state under the Foundation School Program.

## **Food Service Fund**

### **Revenues:**

5740 Other Local Revenue – Current year revenue of \$17,085 includes insurance recovery of \$16,179 for damages sustained by the CNS warehouse vehicle earlier this year. Proceeds were used to replace the vehicle.

5750 Extracurricular Activities Revenue – Revenue from paid lunches and catering charges have increased \$20,842 over 2015-16.

5900 Federal Sources Revenue – Revenues have increased \$59,157 over 2015-16. Overall, revenues from meal services have increased approximately 1.1%.

### **Functional Expenditures:**

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

35 Food Services – Expenditures have decreased \$153,065 from last year. Although, there are no major summer projects scheduled this year.

## **Debt Service Fund**

### **Revenues:**

5710 Local Property Taxes – Property tax collections through January increased \$769,972 over 2015-16. Like the General Fund, current year collections at the end of July are over 100% of budgeted estimates.

5740 Other Local Revenue – Increased revenue of \$237,788 is due primarily to an increase in tax collections for properties located in the Tax Increment Reinvestment Zones of \$204,107. The remainder of the increase, \$33,681 reflects the impact of higher interest rates on investment earnings. As we have done with the general fund, and based on our cash flow analysis, unencumbered cash restricted for debt service has been invested in a higher yield vehicle in order to increase earnings.

5820 Other State Program (TEA) – The District received a settlement payment in 2015-16 based on TEA's calculation of amounts due from prior years. Final calculations indicate that the Waco ISD owed the State approximately \$30,784. This amount was reduced from 2016-17 payments and, while the growth in property values has resulted in a loss in State subsidies for debt service, projections based on average daily attendance at the end of the sixth six weeks would indicate that the District will earn \$1,294,395 for fiscal year 2016-17, an additional \$191,307 over budgeted estimates.

### **Functional Expenditures:**

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

97 Payments to Tax Increment Fund – The increase in pass-through payments of \$204,108 reflect the increase in tax collections for properties in the Tax Increment zones.



Waco Independent School District  
**BALANCE SHEET**  
**GENERAL FUND**  
As of July 31, 2017

**ASSETS**

Cash and Temporary Investments	\$ 46,919,203
Property Taxes Receivable, Net of Allowance of \$1,761,704	777,936
Due from Other Governments	84,830
Accrued Interest	84,356
Due from Other Funds	478,430
Other Receivables	7,392
Inventories	195,516
Deferred Expenditures	-
Long-term Investments	7,456,540
Total Assets	<u>\$ 56,004,203</u>

**LIABILITIES**

Accounts Payable	\$ 1,662,920
Other Current Liabilities	-
Payroll Withholdings and Contributions Payable	975,049
Accrued Wages Payable	3,067,331
Due to Other Funds	1,491,308
Due to Other Governments	202,114
Unearned Revenue	-
Total Liabilities	<u>\$ 7,398,722</u>

**DEFERRED INFLOWS OF RESOURCES**

Unavailable Revenues - Property Taxes	<u>\$ 777,936</u>
Total Deferred Inflows of Resources	<u>\$ 777,936</u>

**FUND BALANCES**

Nonspendable Fund Balance	\$ 195,516
Committed Fund Balance	6,273,523
Assigned Fund Balance	25,471
Unassigned Fund Balance	41,333,035
Total Fund Balances	<u>\$ 47,827,545</u>
Total Liabilities and Fund Balances	<u>\$ 56,004,203</u>

Unaudited

Waco Independent School District  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
For the Period Ended July 31, 2017

GENERAL FUND										
				(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
				Monthly		Year-to-Date				
		Adopted Budget	Amended Budget	Current 7/31/2017	Prior Year 7/31/2016	Current 7/31/2017	Prior Year 7/31/2016			
REVENUES										
LOCAL SOURCES										
5710	Local Property Taxes	\$ 54,281,674	54,381,674	62,053	280,655	54,456,675	50,325,973	75,001	100.14%	100.63%
5720	Services to Other Districts	73,306	73,306	3,396	3,090	70,227	53,043	(3,079)	95.80%	88.38%
5730	Tuition & Fees	155,000	155,000	2,219	-	181,528	150,976	26,528	117.11%	107.84%
5740	Other Local Revenue	5,115,259	5,288,899	186,911	67,250	5,057,413	3,777,830	(231,486)	95.62%	102.04%
5750	Extracurricular Activities	494,000	502,170	1,496	2,541	492,467	499,421	(9,703)	98.07%	121.91%
Total Local Sources		\$ 60,119,239	60,401,049	256,075	353,536	60,258,310	54,807,243	(142,739)	99.76%	100.89%
STATE SOURCES										
5810	Per Capita & FSP Act	\$ 67,238,975	67,778,975	8,842,313	9,177,418	57,072,600	57,924,852	(10,706,375)	84.20%	80.70%
5820	Other State Program (TEA)	-	-	-	-	68,272	71,161	68,272	0.00%	0.00%
5830	Other State Program	5,124,492	5,124,492	469,648	435,764	4,888,420	4,519,736	(236,072)	95.39%	94.92%
Total State Sources		\$ 72,363,467	72,903,467	9,311,961	9,613,182	62,029,292	62,515,749	(10,874,175)	85.08%	81.67%
FEDERAL SOURCES										
5900	Federal Sources Revenue	3,730,100	4,107,940	8,708	31,756	3,995,990	3,873,684	(111,950)	97.27%	116.31%
Total Revenues		\$ 136,212,806	137,412,456	9,576,744	9,998,474	126,283,592	121,196,676	(11,128,864)	91.90%	90.31%
EXPENDITURES										
11	Instruction	\$ 74,495,065	75,400,061	1,170,609	978,700	66,481,299	62,444,889	8,918,762	88.17%	87.06%
12	Instructional Resources & Media	904,612	904,842	16,047	9,848	800,577	789,058	104,265	88.48%	85.95%
13	Curriculum & Staff Development	3,807,336	3,755,879	148,781	127,193	3,139,966	2,516,437	615,913	83.60%	76.78%
21	Instructional Leadership	2,802,539	2,737,956	182,014	193,625	2,390,796	2,433,747	347,160	87.32%	85.64%
23	School Leadership	9,382,884	9,430,988	401,784	383,990	8,283,884	8,241,686	1,147,104	87.84%	89.93%
31	Guidance, Counseling & Evaluation	3,665,741	3,588,518	96,557	81,078	3,120,364	3,047,826	468,154	86.95%	88.79%
32	Social Work Services	937,168	866,907	21,998	9,198	630,160	535,865	236,747	72.69%	63.83%
33	Health Services	1,139,009	1,139,009	23,491	21,268	1,024,383	1,023,491	114,626	89.94%	91.34%
34	Student Transportation	3,930,754	5,319,771	12,848	1,212	2,989,438	2,749,775	2,330,333	56.19%	59.23%
35	Food Services	-	-	-	-	-	-	-	0.00%	0.00%
36	Co/Extracurricular Activities	3,917,223	4,466,509	142,501	164,562	3,693,608	3,163,139	772,901	82.70%	79.67%
41	General Administration	5,067,130	5,420,831	315,824	332,365	4,488,627	4,072,820	932,204	82.80%	82.10%
51	Plant Maintenance & Operations	16,773,540	22,095,542	1,206,250	1,117,516	15,303,029	13,855,397	6,792,513	69.26%	59.88%
52	Security & Monitoring Services	2,177,472	2,186,003	149,556	96,645	1,806,924	1,756,661	379,079	82.66%	78.83%
53	Data Processing Services	2,655,799	2,947,875	241,196	171,913	2,469,044	2,162,172	478,831	83.76%	53.64%
61	Community Services	674,291	750,865	7,396	7,253	619,295	619,645	131,570	82.48%	80.90%
71	Debt Service	376,735	376,735	-	-	351,764	369,727	24,971	93.37%	38.24%
81	Facilities Acquisition & Construction	-	2,198,676	-	-	212,271	42,806	1,986,405	9.65%	14.36%
93	Shared Services Arrangements	440,000	440,000	430,367	-	430,368	398,053	9,632	97.81%	100.00%
95	Juvenile Justice Program	495,000	780,000	1,500	-	684,780	341,858	95,220	87.79%	84.41%
97	Payments to Tax Increment Fund	5,121,873	5,121,873	3,595	1,464	4,790,461	3,590,415	331,412	93.53%	99.94%
99	Other Intergovernmental Charges	718,380	723,380	-	-	711,202	701,349	12,178	98.32%	99.81%
Total Expenditures		\$ 139,482,551	150,652,220	4,572,314	3,697,830	124,422,240	114,856,816	26,229,980	82.59%	80.08%
Excess (Deficiency) of Revenues Over (Under) Expenditures		\$ (3,269,745)	(13,239,764)	5,004,430	6,300,644	1,861,352	6,339,860	15,101,116		
OTHER FINANCING SOURCES (USES)										
7900	Other Sources	-	-	15,976	-	48,952	45,000	48,952		
8900	Other Uses	(548,055)	(548,055)	-	-	-	-	(548,055)		
Total Other Financing Source (Uses)		\$ (548,055)	(548,055)	15,976	-	48,952	45,000	(499,103)		
Total Changes in Fund Balances		\$ (3,817,800)	(13,787,819)	5,020,406	6,300,644	1,910,304	6,384,860	15,698,123		
Fund Balances, Beginning		41,654,901	41,654,901			45,917,241	42,983,412	4,262,340		
Fund Balances, Ending		\$ 37,837,101	27,867,082			47,827,545	49,368,272	19,960,463		

Unaudited

Waco Independent School District  
**EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT**  
**GENERAL FUND**  
For the Period Ended July 31, 2017

							(Memo)		
		Payroll	Purchased &	Supplies &	Other	Debt	Capital	Total	Total
		Costs	Contracted	Materials	Operating	Services	Outlay	Year-to-Date	Year-to-Date
		6100	6200	6300	6400	6500	6600	7/31/2017	7/31/2016
								6000	6000
11	Instruction	\$ 62,417,568	997,644	3,224,268	516,405	-	39,765	67,195,650	62,997,334
12	Instructional Resources & Media	637,625	31,900	141,668	-	-	-	811,193	802,766
13	Curriculum & Staff Development	2,447,083	458,995	83,212	292,723	-	-	3,282,013	2,591,266
21	Instructional Leadership	2,108,406	134,329	95,500	141,548	-	-	2,479,783	2,516,030
23	School Leadership	8,066,953	37,195	131,975	103,587	-	-	8,339,710	8,294,698
31	Guidance, Counseling & Evaluation	3,023,298	116,490	8,416	9,034	-	-	3,157,238	3,060,114
32	Social Work Services	518,318	174,959	3,143	7,549	-	-	703,969	549,070
33	Health Services	1,004,849	4,357	19,695	2,364	-	-	1,031,265	1,033,187
34	Student Transportation	-	2,433,069	218,562	(61,112)	-	1,962,586	4,553,105	3,693,696
35	Food Services	-	-	-	-	-	-	-	-
36	Co/Extracurricular Activities	1,879,800	525,910	592,441	609,677	-	491,552	4,099,380	3,554,654
41	General Administration	3,235,156	1,018,347	125,325	292,694	-	8,459	4,679,981	4,275,279
51	Plant Maintenance & Operations	6,446,123	9,251,213	1,250,562	402,993	-	461,383	17,812,274	18,872,031
52	Security & Monitoring Services	1,273,748	454,948	197,513	9,140	-	59,352	1,994,701	1,998,314
53	Data Processing Services	1,178,734	1,117,982	164,197	20,222	-	116,704	2,597,839	2,932,609
61	Community Services	278,100	282,545	4,338	56,091	-	-	621,074	642,716
71	Debt Service	-	-	-	-	351,764	-	351,764	369,727
81	Facilities Acquisition & Construction	-	10,940	-	-	-	320,197	331,137	68,926
93	Shared Services Arrangements	-	-	-	430,368	-	-	430,368	398,053
95	Juvenile Justice Program	-	-	-	781,500	-	-	781,500	405,000
97	Payments to Tax Increment Fund	-	-	-	4,790,461	-	-	4,790,461	3,590,415
99	Other Intergovernmental Charges	-	711,202	-	-	-	-	711,202	701,349
Total Expenditures & Encumbered Funds		\$ 94,515,761	17,762,025	6,260,815	8,405,244	351,764	3,459,998	130,755,607	123,347,234

Unaudited

Waco Independent School District  
**BALANCE SHEET**  
**CHILD NUTRITION FUND**  
As of July 31, 2017

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**ASSETS**

Cash and Temporary Investments	\$ 2,052,657
Due from Other Governments	3,390
Due from Other Funds	-
Inventories	<u>209,144</u>
Total Assets	<u><u>\$ 2,265,191</u></u>

**LIABILITIES**

Accounts Payable	\$ 13,189
Accrued Wages Payable	68,723
Due to Other Funds	19,497
Unearned Revenue	<u>102,884</u>
Total Liabilities	<u><u>\$ 204,293</u></u>

**FUND BALANCES**

Nonspendable Fund Balance	\$ 209,144
Restricted Fund Balance	<u>1,851,754</u>
Total Fund Balances	<u><u>\$ 2,060,898</u></u>
Total Liabilities and Fund Balances	<u><u>\$ 2,265,191</u></u>

Unaudited

Waco Independent School District  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
For the Period Ended July 31, 2017

**CHILD NUTRITION FUND**

			(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly		Year-to-Date				
Adopted Budget	Amended Budget		Current 7/31/2017	Prior Year 7/31/2016	Current 7/31/2017	Prior Year 7/31/2016			
REVENUES									
LOCAL SOURCES									
5740 Other Local Revenue	\$ 700	16,869	86	70	17,085	777	216	101.28%	282.55%
5750 Extracurricular Activities	721,835	721,835	33	1,715	681,578	660,736	(40,257)	94.42%	90.41%
Total Local Sources	\$ 722,535	738,704	119	1,785	698,663	661,513	(40,041)	94.58%	90.48%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 55,000	55,000	-	-	53,714	54,399	(1,286)	97.66%	98.91%
Total State Sources	\$ 55,000	55,000	-	-	53,714	54,399	(1,286)	97.66%	26.71%
FEDERAL SOURCES									
5900 Federal Sources Revenue	\$ 8,854,378	8,884,012	(3,873)	(3,341)	7,957,350	7,898,193	(926,662)	89.57%	89.31%
Total Revenues	\$ 9,631,913	9,677,716	(3,754)	(1,556)	8,709,727	8,614,105	(967,989)	90.00%	88.09%
EXPENDITURES									
35 Food Services	\$ 9,631,913	10,441,640	52,487	57,370	8,377,282	8,530,347	2,064,358	80.23%	87.18%
Total Expenditures	\$ 9,631,913	10,441,640	52,487	57,370	8,377,282	8,530,347	2,064,358	80.23%	87.18%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	(763,924)	(56,241)	(58,926)	332,445	83,758	1,096,369		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	-	-		
Total Other Financing Sources (Uses)	\$ -	-	-	-	-	-	-		
Total Changes in Fund Balances	\$ -	(763,924)	(56,241)	(58,926)	332,445	83,758	1,096,369		
Fund Balances, Beginning	1,612,906	1,612,906			1,728,453	1,562,752	115,547		
Fund Balances, Ending	\$ 1,612,906	848,982			2,060,898	1,646,510	1,211,916		

Unaudited

8/16/2017

Waco Independent School District  
**EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT**  
**CHILD NUTRITION FUND**  
For the Period Ended July 31, 2017

							<i>(Memo)</i>	
							Total	Total
							Year-to-Date	Year-to-Date
							7/31/2017	7/31/2016
							6000	6000
	Payroll	Purchased &	Supplies &	Other	Debt	Capital		
	Costs	Contracted	Materials	Operating	Services	Outlay		
	6100	6200	6300	6400	6500	6600		
35 Food Services	\$ 2,498,634	1,342,860	4,394,006	26,493	-	350,140	8,612,133	8,594,512
Total Expenditures & Encumbered Funds	<u>\$ 2,498,634</u>	<u>1,342,860</u>	<u>4,394,006</u>	<u>26,493</u>	<u>-</u>	<u>350,140</u>	<u>8,612,133</u>	<u>8,594,512</u>

Waco Independent School District  
**BALANCE SHEET**  
**DEBT SERVICE FUND**  
As of July 31, 2017

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**ASSETS**

Cash and Temporary Investments	\$ 11,528,036
Property Taxes Receivable, Net of Allowance of \$409,207	171,183
Due from Other Governments	-
Accrued Interest	4,123
Due from Other Funds	-
Total Assets	<u>\$ 11,703,342</u>

**LIABILITIES**

Accounts Payable	\$ -
Due to Other Funds	-
Due to Other Governments	-
Total Liabilities	<u>\$ -</u>

**DEFERRED INFLOWS OF RESOURCES**

Unavailable Revenues - Property Taxes	<u>\$ 171,183</u>
Total Deferred Inflows of Resources	<u>\$ 171,183</u>

**FUND BALANCES**

Restricted Fund Balance	<u>\$ 11,532,159</u>
Total Fund Balances	<u>\$ 11,532,159</u>
Total Liabilities and Fund Balances	<u>\$ 11,703,342</u>

Unaudited

Waco Independent School District  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
For the Period Ended July 31, 2017

**DEBT SERVICE FUND**

	Adopted Budget	Amended Budget	(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly		Year-to-Date				
			Current 7/31/2017	Prior Year 7/31/2016	Current 7/31/2017	Prior Year 7/31/2016			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 10,648,746	10,648,746	12,438	58,128	10,730,881	9,960,909	82,135	100.77%	101.24%
5740 Other Local Revenue	989,414	989,414	10,886	3,966	882,903	645,115	(106,511)	89.23%	84.50%
Total Local Sources	\$ 11,638,160	11,638,160	23,324	62,094	11,613,784	10,606,024	(24,376)	99.79%	100.03%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 1,103,088	1,103,088	-	-	1,214,653	2,156,025	111,565	110.11%	113.70%
Total State Sources	\$ 1,103,088	1,103,088	-	-	1,214,653	2,156,025	111,565	110.11%	113.70%
FEDERAL SOURCES									
5900 Federal Sources Revenue	-	-	-	-	-	-	-	0.00%	0.00%
Total Revenues	\$ 12,741,248	12,741,248	23,324	62,094	12,828,437	12,762,049	87,189	100.68%	102.11%
EXPENDITURES									
71 Debt Service	\$ 13,572,382	13,572,382	-	497,154	5,114,328	5,674,888	8,458,054	37.68%	39.19%
97 Payments to Tax Increment Fund	974,414	974,414	719	312	828,094	623,986	146,320	84.98%	82.06%
Total Expenditures	\$ 14,546,796	14,546,796	719	497,466	5,942,422	6,298,874	8,604,374	40.85%	41.33%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (1,805,548)	(1,805,548)	22,605	(435,372)	6,886,015	6,463,175	8,691,563		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	58,188,980	-	58,188,980	-		
8900 Other Uses	-	-	-	(57,680,816)	-	(57,680,816)	-		
Total Other Financing Source (Uses)	\$ -	-	-	508,164	-	508,164	-		
Total Changes in Fund Balances	\$ (1,805,548)	(1,805,548)	22,605	72,792	6,886,015	6,971,339	8,691,563		
Fund Balances, Beginning	4,627,553	4,627,553			4,646,144	4,627,553	18,591		
Fund Balances, Ending	\$ 2,822,005	2,822,005			11,532,159	11,598,892	8,710,154		

Unaudited



**Waco Independent School District**  
***Board of Trustees Meeting Agenda Item***

**Date:** August 24, 2017

**Contact Person:** Dr. A. Marcus Nelson

**RE: Discussion on Lone Star Governance**

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**Background Information:**

The next steps the Board needs to take in implementation of the Lone Star Governance model are to:

1. Receive updated time tracker information.
2. Discuss the monitoring report for 2.1; Advanced Placement exam results

**Fiscal Implications:**

None

**Administration Recommendations:**

The Administration recommends

**Board Time Use Tracker**  
(LSG Framework Accountability 1)

Meeting Date	% Time Spent on S Outcome Goals
03-16-17	30%
03-23-17	19%
04-20-17	56%
04-27-17	43%
05-11-17	0%
05-18-17	31%
05-25-17	3%
06-15-17	3%
06-22-17	23%
07-20-17	7%
08-03-17	
08-24-17	
08-31-17	
09-21-17	
09-28-17	
10-19-17	
10-26-17	
11-16-17	

**Does Not Meet Focus:** Of total minutes spent in Board-authorized public meetings, fewer than **25 percent** are invested in progress monitoring of the Board's student outcome goals

**Meets Focus:** Of total minutes spent in Board-authorized public meetings, no fewer than **25 percent** are invested in progress monitoring of the Board's student outcome goals

**Masters Focus:** Of total minutes spent in Board-authorized public meetings, no fewer than **50 percent** are invested in progress monitoring of the Board's student outcome goals

# Board Time Use Tracker - Identification Chart

Date of meeting: July 27, 2017

Framework	Activity	Minutes Used	% of Total Minutes Used	Notes
Vision 1	Student Outcome Goal Setting			
Vision 2	Student Outcome Goal Monitoring	2	3%	K-2 Rdg Prog Measure rpt, dual credit rpt, STAAR Scores
Vision 3	Constraints Setting			
Vision 4	Constraints Monitoring			
Accountability 1	Superintendent Evaluation			
Accountability 2	Board Self-Evaluation			
Structure	Voting	17	29%	Consent items, any "approve" item, SPARK update, ISMS gym
Advocacy 1	Community engagement			Audience for guests, Public hearings, Prosper Waco rtps, Baylor updates, Announcements, Hunger Initiative
Advocacy 2	Student/Family Engagement	29	50%	Pledge of Allegiance, Special Recognition
Advocacy 3	Community Training			
Other	Other	10	17%	Board Cmt Rpts, Demographer study, financial reports, employee survey, ISMS pavilion, "discussed" items, Board Mtg Calendar
Total Vision-focused Minutes		2	3%	
Total Minutes		58		

From: "Crabill, A.J." <mailto:A.J.Crabill@tea.texas.gov> A.J.Crabill@tea.texas.gov>

Subject: Re: Time tracker

If the workshop is to provide background on a specific board item, I'd associate it with **voting**. If it's to inform/educate about a broader area,

I would use **other**. If it is to set goals/GPMs I'd associate it with **goal setting** and so forth.

In short: it can go whichever way the content of the session determines. But if the session is to add context for a specific board item that's up for a vote,

I'd count it as an extension of voting.

Time Tracker: does not include closed session.

## Goal Progress Measure Report

**Board Goal Two:** Increase the percent of graduates displaying college readiness by earning at least 12 hours of post-secondary credit from 5.9% in 2014-2015 to 20% by 2020.

**Progress Measure 1:** Increase the percentage of students passing an AP exam from 28.1% in 2015-2016 to 40% by 2020.

**Date Presented to Board:** August 24, 2017

**2016-17 checkpoint:** Increase the percentage of students achieving a passing score on the AP exam to 31% by 2017.

**2016-17 Progress Measure Results:** Passing rate = 26.03%

### Explanation of Results:

- The Advanced Placement exam results lost a slight amount of ground because of the increase of students in AP World History; however, the passing percentage for that test was higher than it was when the course was offered 2 years ago.
- The changing structure of the Human Geography test and the lack of direction by the College Board also caused a loss of ground in that subject area.
- In terms of progress, WISD had a record number of AP Scholars this year despite the slightly decreased passing rate, and the percent of exams scoring 1 has been reduced from 70.6% in 2014 to 44.7% in 2017, indicating definite progress.

### Adjustments Made following Results to meet Progress Measure and Goal:

- For World History, UHS instructor Clark Nelson attended the AP Scoring this year as a reader for the first time and returned with specific recommendations for students to immediately increase scores that he has shared with the other teachers.
- As we have more AP teachers who have been in those positions for 3 years, we can encourage them to attend as readers as well.
- Regarding subjects where AP passing rates have consistently struggled (English Literature, Statistics, Chemistry), the courses were assigned to new instructors who have attended AP institutes over the summer and have been preparing their syllabi for the fall College Board audit submission.

**Additional Information:** Subject test passing rate and score breakdowns follow.

ADVANCED PLACEMENT RESULTS – PERCENT PASSING AND SCHOLARS						
	2017			2016		
	Tests Taken	Tests Passed	% Passed	Tests Taken	Tests Passed	% Passed
Music Theory				16	7	43.75%
English Language	130	33	25.38%	139	23	16.55%
English Literature	46	5	10.87%	64	9	14.06%
Human Geography	44	4	9.09%	136	42	30.88%
US History	16	2	12.50%	42	3	7.14%
World History	197	29	14.72%	25	0	0.00%
Calculus (AB or BC)	26	9	34.62%	42	4	9.52%
Statistics	26	5	19.23%	17	1	5.88%
Biology				10	5	50.00%
German Language	3	0	0.00%			
Spanish Language	79	59	74.68%	71	62	87.32%
Studio Art: Drawing	4	4	100.00%			
Studio Art: 2D	8	4	50.00%	10	3	30.00%
Spanish Literature	28	4	14.29%			
Psychology				1	1	100.00%
AP SCHOLARS	23			15		
	607	158	26.03%	575	160	27.83%

### KEY:

Less than 10% passing	Score Decrease
-----------------------	----------------

ADVANCED PLACEMENT RESULTS - BREAKDOWN BY SCORE								
	2017	%	2016	%	2015	%	2014	%
5's	24	4.0%	19	3.3%	13	1.9%	6	0.9%
4's	45	7.4%	58	10.2%	28	4.1%	23	3.5%
3's	89	14.7%	83	14.6%	86	12.7%	49	7.4%
2's	215	35.4%	168	29.5%	207	30.6%	129	19.5%
1's	234	38.6%	242	42.5%	343	50.7%	455	68.7%
	607		570		677		662	

**Waco Independent School District**  
***Board of Trustees Meeting Agenda Item***

**Date:** August 24, 2017

**Contact Person:** Dr. Marcus Nelson

**RE:    Reports and discussions on Board Member Committees**

=====

**Background Information:**

Board members are provided links to minutes of Board committees attended by fellow Board members. This month there were no submissions.

**Fiscal Implications:**  
None

**Administration Recommendation(s):**  
For report only.

## **Existing Board Committees**

### **City Center Waco**

Allen Sykes

### **CIS Board**

Cary DuPuy

### **Leadership Forum (sponsored by Cooper Foundation)**

Pat Atkins

Bonny Cain

### **Intergovernmental Committee**

All Board Members

Bonny Cain

### **Community Justice Council**

Cary DuPuy

### **Audit Committee**

Pat Atkins

Allen Sykes

Norman Manning

### **TASB Delegate Assembly**

Norman Manning (Representative)

Pat Atkins (Alternate)

### **Prosper Waco Leadership Board**

Pat Atkins

Bonny Cain

### **GWAMA Business Advisory Board**

Cary DuPuy

### **Tax Increment Financing (TIF) Board**

Bonny Cain

### **Public Improvement District (PID) Board**

Bonny Cain

### **McLennan County Appraisal District Board of Directors**

Allen Sykes

### **WISD Education Foundation Board**

Allen Sykes

Bonny Cain

### **Adopt-A-School Advisory Board**

Pat Atkins

Allen Sykes

Bonny Cain

### **AVANCE Board of Directors**

Stephanie Korteweg

### **Community Loan Center**

Stephanie Korteweg

11-10-16



**Waco Independent School District Board of Trustees Special Meeting**  
**Waco ISD Conference Center**  
**115 S 5<sup>th</sup> Street**  
**Waco, TX 76701**  
**Thursday, June 15, 2017**  
**Closed Session 6:00 p.m.**  
**Open Meeting 7:00 p.m.**

**Call to Order** – President Pat Atkins called the meeting of the Waco Independent School District Board of Trustees to order at 6:00 p.m. He stated that a quorum of board members was present, and that notice of the meeting had been posted.

**Board Members Present:** President Pat Atkins, Vice President Allen Sykes, Secretary Norman Manning, Cary DuPuy, Stephanie Korteweg, Larry Perez, and Angela Tekell

**Board Members Absent:** No one

**III. CLOSED MEETING** – President Atkins called the closed meeting to order at 6:05 p.m. pursuant to the following sections of the Texas Government Code:

**A. Texas Government Code Section:**

- 1. 551.071 Consultation with Attorney**
- 2. 551.072 Real Estate**
- 3. 551.074 Personnel Matters**

**a. Discussion and possible action to approve the recommendation to hire administrators**

**No action was taken during the closed meeting. President Atkins reconvened the meeting at 7:10 p.m.**

- President Pat Atkins welcomed Dr. A. Marcus Nelson to Waco ISD. President Atkins inquired as to whether there were any objections to hearing line items out of order. Upon hearing no objection, President Atkins began with item V. – A.

**V. DISCUSSION AND POSSIBLE ACTION ON JUNE 15, 2017**

**A. Discussion and possible action to approve the recommendation to hire Administrators**

- Elaine Botello, Assistant Superintendent of Human Resources, introduced principal candidate, Jacob Donnell.  
Larry Perez moved, and Cary DuPuy seconded the motion to approve the employment of Jacob Donnell as the Crestview Elementary School Principal.

**President Atkins continued with the agenda in its normal order.**

**IV. AUDIENCE FOR GUESTS**

- Rosalinda Silva, a representative from the American Federation of Teachers, spoke in regards to the District's proposal of a self-funded group health plan.

**V. DISCUSSION AND POSSIBLE ACTION ON JUNE 15, 2017**

**A. Discussion and possible action to approve the recommendation to hire administrators**

- Line item heard out of order.

**VI. REPORTS AND DISCUSSION**

**A. Presentation and discussion on demographic study**

- Brent Alexander, Director of Demographic Research from School District Strategies, gave the Board of Trustees an overview of the District's demographic study. The Board requested an annual update on the District's demography.

**B. Discussion and update on Superintendent entry plan**

- Dr. A. Marcus Nelson, Superintendent, stated that he will meet with each board member to gather their input for the Superintendent's 100-day entry plan. Sandra Gonzales, Secretary to the Superintendent, will contact all board members to set an appointment with each one.

**C. Reports and discussions on Board Member Committee**

- There was no discussion on the line item.

**D. Report and discussion on Lone Star Governance**

**1. Goal Progress Measure 2.2; Second Semester Dual Credit Completion**

**2. Time Tracker Data**

- Dr. Nelson, Superintendent, stated that he attended a Lone Star Governance training in May, where Deputy Commissioner of Governance A. J. Crabill stated that the Waco ISD Board of Trustees may work with the Deputy Commissioner to pilot future activities.

**E. Presentation and discussion of preliminary budget information**

- Sheryl Davis, Chief Financial Officer, briefed the Board on the preliminary 2017-2018 budget. Dr. A. Marcus Nelson, Superintendent, stated that the Administration will work on a capital improvement plan.

**F. Presentation and discussion of monthly and quarterly financial reports for the period ending May 31, 2017**

- There was no discussion on the line item.

**VII. DISCUSSION ON CONSENT AGENDA ITEMS FOR JUNE 22, 2017, BOARD OF TRUSTEES REGULAR BOARD MEETING**

**A. Approval of minutes**

**1. May 11, 2017, Special Meeting minutes**

**2. May 18, 2017, Workshop Meeting minutes**

**3. May 25, 2017, Business Meeting minutes**

- President Atkins stated if anyone had any corrections to the minutes, to submit the changes to Sandra Gonzales, Secretary to the Superintendent.

**B. Discussion and possible action to approve speaking services provided by the Superintendent to other entities pursuant to Education Code Section 11.201(e)**

- There was no discussion on the line item.

**C. Discussion and possible action to approve Dr. A. Marcus Nelson to serve on the Tax Increment Financing (TIF) Board of Directors with the City of Waco**

- There was no discussion on the line item.

**D. Discussion and possible action to approve amendments to the 2016-2017 budget**

- There was no discussion on the line item.



- E. Discussion and possible action to approve and award the bid for auctioneer services**
    - There was no discussion on the line item.
  - F. Discussion and possible action to approve and award the bid for printing services**
    - There was no discussion on the line item.
  - G. Discussion and possible action to approve the renewal of the bid for the Next First Generation Firewall (E-rate)**
    - There was no discussion on the line item.
  - H. Discussion and possible action to approve the renewal of the job order contract for plumbing services**
    - There was no discussion on the line item.
  - I. Discussion and possible action to approve and authorize the administration to execute a contract for professional services with Connected for Kids Therapy Service**
    - There was no discussion on the line item.
  - J. Discussion and possible action to approve 2017-18 Kindergarten Grading Policy**
    - The Board inquired as to whether Administration had obtained parent opinions regarding the Kindergarten grading policy change. Kim Ellis, Assistant Superintendent of Curriculum, confirmed that Administration had received parent input.
  - K. Discussion and possible action to approve an alternate approver for Texas Student Data System (TSDS) Public Education Information Management System (PEIMS) submissions**
    - There was no discussion on the line item.
  - L. Discussion of self-funded group health plan and possible action and award of major medical health insurance administrative service (ASO), pharmacy benefits management (PBM), and stop loss insurance**
    - After a brief discussion, American Federation of Teachers representatives will compile a list of concerns regarding self-funded insurance, and will send the list to Dr. A. Marcus Nelson, Superintendent. Dr. Nelson and the Waco ISD benefits staff will address the issues.
  - M. Discussion and possible action to authorize and designate the Waco ISD Assistant Superintendent of Human Resources to accept resignations of contracted employees**
    - There was no discussion on the line item.
- Dr. A. Marcus Nelson, Superintendent, announced that Mike Morath, Texas Education Agency Commissioner would be at the Education Service Center, Region 12 on Friday, June 16<sup>th</sup> to unveil the new STAAR report card system at 11:00 a.m.**
- VIII. ADJOURNMENT**
- Meeting adjourned at 9:53 p.m.



**Waco Independent School District Board of Trustees Regular Meeting**  
**Waco ISD Conference Center**  
**115 S 5<sup>th</sup> Street**  
**Waco, TX 76701**  
**Thursday, June 22, 2017**  
**Closed Session 6:00 p.m.**  
**Open Meeting 7:00 p.m.**

**CALL TO ORDER:** President Pat Atkins called the meeting of the Waco Independent School District to order at 6:05 p.m. He stated that a quorum of board members was present and that notice of the meeting had been posted.

**Board Members Present:** President Pat Atkins, Vice President Allen Sykes, Secretary Norman Manning, Cary DuPuy, Larry Perez, and Angela Tekell

**Board Members Absent:** Stephanie Korteweg

**III. CLOSED MEETING** –President Atkins called the closed meeting to order at 6:05 p.m. pursuant to the following sections of the Texas Government Code:

**A. 551.074 Personnel Matters**

**No action was taken during the closed meeting. President Atkins reconvened the meeting at 7:00 p.m.**

**IV. MOMENT OF SILENCE**

**V. PLEDGE OF ALLEGIANCE**

- The Pledge of Allegiance was led by Kaden Wormsby and Mekinnah Leal, students attending Hillcrest Professional Department.

**VI. OPEN MEETING**

**VII. SPECIAL RECOGNITION**

- Bruce Gietzen, Director of Communications, recognized the following groups:

**Pledge Leaders:** Kaden Wormsby, and Mekinnah Leal.

**National History Fair:** Neal DuPuy, an ATLAS Academy eighth grader who qualified for the national competition in the individual performance junior division with his act, “A Spoke in the Wheel”, about German theologian Dietrich Bonhoeffer. Gloria Conatser, a Waco High School sophomore, qualified for the national competition with her documentary video on veteran and civil rights advocate Dr. Hector P. Garcia, entitled “Relentless: A Texan’s Stand for the American Dream”. Kristeen Williams, and Shana Lyles, social studies and research teachers and Robert Glinski, Social Studies Content Specialist.

**Secondary Teacher of the Year:** James Villa, 8<sup>th</sup> grade Science Teacher who teaches at Tennyson Middle School.

## **VIII. AUDIENCE FOR GUESTS**

- No one asked to speak.

## **IX. CONSENT AGENDA**

### **A. Approval of minutes**

- 1. May 11, 2017 Special Meeting Minutes**
- 2. May 18, 2017, Workshop Meeting Minutes**
- 3. May 25, 2017, Business Meeting Minutes**

- That the Board of Trustees approve the meeting minutes for May 11, May 18, and May 25, 2017.

### **B. Discussion and possible action to approve speaking services provided by the Superintendent to other entities pursuant to Education Code Section 11.201(e)**

- That the Board of Trustees approve the speaking services for the Superintendent.

### **C. Discussion and possible action to approve Dr. A. Marcus Nelson to serve on the Tax Increment Financing (TIF) Board of Directors with the City of Waco**

- That the Board of Trustees approve that Dr. A. Marcus Nelson serve on the Tax Increment Financing Board of Directors with the City of Waco.

### **D. Discussion and possible action to approve the 2016 - 2017 budget amendments**

- That the Board of Trustees approve budget amendments:
  - #050 General Fund – Other Local Revenue – will increase other local revenue to match projected receipts from the claim on the gym floor at University High School. The corresponding increase in expenditures will be utilized for related repair cost.
  - #051 Bell's Hill Elementary School – will reallocate budgeted funds for social work and security extra-duty for support staff to school leadership for supplies.
  - #052 Career and Technology Department – will reallocate budgeted funds for instructional supplies to security for extra-duty support staff.
  - #053 English Language Learners Department – will reallocate budgeted funds for instructional supplies to school leadership for extra-duty professional staff.
  - #054 Regional Day School Program for the Deaf (fund 458) – will reallocate budgeted funds for instructional leadership various non-payroll expenditures to payments to fiscal agent of shared service arrangements.
  - #055 Greater Waco Advanced Health Care Academy (Fund 496) – will reallocate budgeted funds for instructional extra-duty support staff to instructional leadership for extra-duty support staff.
  - #056 Kendrick Elementary School – will reallocate budgeted funds for staff development extra-duty for professional staff to instruction for supplies.
  - #057 Greater Waco Advanced Manufacturing Academy (Fund 496) – will reallocate budgeted funds for instructional miscellaneous contracted services to staff development for employee travel.
  - #058 General Fund – Non Athletics Events Revenue – will increase non athletics events revenue to match receipts from hosting UIL One ACT Play Area Competition. The corresponding increase in expenditures will be utilized for related costs.
  - #059 McLennan County Challenge Academy (Fund 446) – will reallocate budgeted funds for instructional salaries to school leadership for salaries and benefits.
  - #060 Career and Technology Education Department- will reallocate budgeted funds for instructional supplies and student travel to staff development for employee travel.

#061 Cedar Ridge Elementary School – will reallocate budgeted funds for instructional equipment to school leadership for employee travel.

#062 Compensatory Education Services Department – will reallocate budgeted funds for social work miscellaneous contracted services to instruction for AVID supplies.

There will not be any effect on fund balance.

**E. Discussion and possible action to approve and award the bid for auctioneer services**

- That the Board of Trustees approve and award the bid for auctioneer services to Clark Auction Company.

**F. Discussion and possible action to approve and award the bid for printing services**

- That the Board of Trustees approve and award the bid for printing services to the list of responding vendors.

RFP 17-1088  
Printing Services

Participant Name	Address	City	State	Status
360 Press Solutions	2009 Windy Terrace	Cedar Park	TX	
A-1 Banner & Sign Co. Inc.	805 N. Valley Mills Dr.	Waco	TX	SBE, LOC
Accent Publishing, Inc.	10930 Wyke St. Suite 101	San Antonio	TX	SBE
Ad Specialists	6802 Woodway Drive	Waco	TX	
AMA Systems Printing & Finishing	920 N. Valley Mills Dr.	Waco	TX	LOC
Axiom Advertising / Transgraphics (Bosque Forms Inc.)	524 Esther	Waco	TX	LOC
FASTSIGNS 15101 (Red Bird Digital Media, LLC)	5194 W Waco Dr	Waco	TX	LOC
Firmen Business Forms, Inc.	P. O. Box 23587	waco	TX	LOC
Grader Printing Inc.	216 S. 6th	Waco	TX	LOC
Honest Signs (S & B Promark Inc)	5999 Woodway Drive	Waco	TX	SBE, LOC
Image Maker 4U, Inc.	14021 Highway 71	Savannah	MO	
Integ	700 W Loop 340	Waco	TX	LOC
Kaiser Blair, Inc.	4234 Grissom Drive	Bartonia	OH	
Mackie Business Forms, Inc.	PO Box 308	Hewitt	TX	SBE, DBE
National Document Solutions (Werle Enterprises)	P.O. Box 7789	Santa Rosa	CA	
Office Depot	14600 Trinity Blvd #300	Fort Worth	TX	
One TouchPoint - Southwest	P.O. Box 143924	Austin	TX	
Press Journal Printing	PO Box 174	Louisiana	MO	
Print World	6025 East Lancaster	Fort Worth	TX	SBE
Q31 Promotions & Apparel	300 S. Valley Mills Drive	Waco	TX	SBE, DBE, LOC
Rydell Decal	700 Phoenix Lake Ave	Streamwood	IL	
Sign Lady (Angela Day)	1526 Austin Avenue	Waco	TX	DBE, LOC
THE UPS STORE (Holy Ship LLC)	1205 S 8th st	WACO	TX	SBE, LOC
TradeLinx, LLC	619 Wagon Trail	Austin	TX	SBE
W Promotions/T-shirts Plus/New York Clothiers				
(T Weaver Enterprises)	906 Austin Ave	Waco	TX	LOC
Weldon, Williams & Lick, Inc.	P.O. Box 168	Fort Smith	AR	

SBE=Small Business Enterprise, DBE=Disadvantaged Business Enterprise, LOC= Local business residing within the Waco ISD taxing base

**G. Discussion and possible action to approve the renewal of the bid for the Next Generation Firewall (E-rate)**

- That the Board of Trustees approve the renewal of the bid for the Next Generation Firewall (E-Rate) to Solid Borders.

**H. Discussion and possible action to approve the renewal of the job order contract for plumbing services**

- That the Board of Trustees approve the renewal of the job order contract for plumbing services with The Brandt Company as the primary vendor, and McNamara Custom Services as the additional vendor for projects between \$5,000 and \$125,000.

**I. Discussion and possible action to approve and authorize the administration to execute a contract for professional services with Connected for Kids Therapy Services**

- That the Board of Trustees approve the award and authorize the administration to execute the professional services agreement with Connected for Kids Therapy Services/Leslie Percy for the 2017-2018 school year.

**J. Discussion and possible action to approve 2017-18 Kindergarten Grading Policy**

- That the Board of Trustees approve the recommended changes to the kindergarten report card and grading scale.

Waco Independent School District  
 301 Texas Avenue, Waco, TX 76791  
 817-769-3000 or 817-769-3000

Student ID 17  
 Student Name Student O I  
 Current Address Home Elementary  
 Teacher

Kindergarten Report Card 12017-18

Language Arts	Grading Period					
	1	2	3	4	5	6
Reading						
Independent Reading Level						
Reading						
Comprehension						
Writing						
Mathematics						
Number and Relationships						
Geometry						
Science						
History and Social Studies						
Physical Education						
Art						
Music						
Health						
Character Education						
Attendance						
Behavior						
Comments						

Attendance: 1 2 3 4 5 6  
 Days Absent: 1 2 3 4 5 6  
 Total: 1 2 3 4 5 6  
 Comments: 1 2 3 4 5 6

Grading Period	Letters of the Alphabet					
	A	B	C	D	E	F
1						
2						
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Parent Communication  
 1st 5-week  
 2nd 5-week  
 3rd 5-week  
 4th 5-week  
 5th 5-week  
 6th 5-week

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Principal Signature: \_\_\_\_\_ Superintendent: \_\_\_\_\_

# **K. Discussion and possible action to approve alternate approver for Texas Student Data System (TSDS) Public Education Information Management System PEIMS Submissions**

- That the Board of Trustees approve Rick Hartley, Area Assistant Superintendent as the alternate approver for Texas Student Data System Public Education Information Management System (PEIMS).

# **L. Discussion and possible action to approve the Lone Star Governance Implementation**

- Goal Progress Measure 3.2; Presented May 25, 2017
- Goal Progress Measure 2.2; Presented June 15, 2017

- That the Board of Trustees accept goal progress measure 3.2, certifications completed between December and March 2017) and goal progress measure 2.2, second semester dual credit completion.

# **M. Discussion and possible action to approve gifts and grants to Waco ISD**

- That the Board of Trustees approve the listed grant:  
 Brook Avenue Elementary received a four year Texas Title I Priority Schools (TTIPS) grant from the Texas Education Agency. The initial noted of grant award issued for the first two years of the grant and totals \$1,966,566.00.

Larry Perez moved, and Norman Manning seconded the motion to approve the consent agenda as presented. Motion passed 6-0.

# **X. DISCUSSION AND POSSIBLE ACTION**

## **A. Discussion of self-funded group health plan and possible action and award of major medical health insurance administrative service (ASO), pharmacy benefits management (PBM), and stop loss insurance**

- Dr. A. Marcus Nelson, Superintendent, stated that he and Elaine Botello, Assistant Superintendent of Human Resources, and the benefits staff met with representatives from the American Federation of Teachers and Texas State Teachers Association to address concerns brought forward regarding the self-funded plan. Dr. Nelson committed to make the program successful.

Larry Perez moved, and Angela Tekell seconded the motion to approve the awards of the major medical health insurance administrative services (ASO) along with the stop loss insurance to United Health Care and the pharmacy benefits management (PBM) to Express Scripts. Motion passed 6-0

## **XI. REPORTS AND DISCUSSION**

### **A. Discussion on Lone Star Governance Goal Progress Measure 3.3 (Career and Technical Education)**

- Donna McKethan, Director of Career and Technology, stated that Administration would explore strategies used to measure progress measures and performance goals. Superintendent, Dr. A. Marcus Nelson, stated that he would bring information on funding opportunities to the July Board meeting.

### **B. Presentation and discussion on Waco High School's Restoration Practices; A Two Year Summary**

- Trudy Bender, District Behavior Intervention Coordinator, and Andre Watkins, Restorative Justice Facilitator, gave the board an overview of Waco ISD's behavior and restorative practices.

### **C. Presentation and discussion of STARR/EOC index 1 scores**

- Kim Ellis, Assistant Superintendent of Curriculum, briefed the board on the scores. The board requested the results of the curriculum audit and a detailed report that addresses the drops in student scores at a future meeting. Superintendent, Dr. A. Marcus Nelson, acknowledge the increased writing scores at Provident Heights and J. H. Hines Elementary Schools.

## **XII. ANNOUNCEMENTS**

- Bruce Gietzen, Director of Communications, announced:  
The Waco Civic Theater and Waco ISD Fine Arts Department will present "Hairspray" for two weeks beginning Thursday, June 22<sup>nd</sup> and ending Sunday, July 2<sup>nd</sup>.  
One Carver Middle School student and seven University High School students graduated from the Waco Police Department Junior Academy.  
Waco High School Cheerleaders attended the National Cheerleading Association camp where they earned various awards.  
The new Texas Education Agency State of Texas Assessments of Academic Readiness (STAAR) test report card system web site will go live on June 30, 2017.  
The District will be closed for the July 4<sup>th</sup> holiday from June 30<sup>th</sup> through July 5<sup>th</sup>.  
Superintendent, Dr. A. Marcus Nelson, announced that Rick Hartley was named the superintendent lone finalist for Shepherd ISD.  
Trustee Norman Manning announced that board members will begin church visits on Sunday, June 25<sup>th</sup> at Carver Park Baptist Church at 10:30 a.m.

## **XIII. ADJOURNMENT**

- The meeting adjourned at 8:45 p.m.

**Waco Independent School District**  
**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** David Cartwright

**RE: Discussion and possible action to approve amendments to the  
2016-2017 budget**

=====

**Background Information:**

The Texas Education Agency has established additional requirements for school district budget preparation. As part of these requirements, a school district must amend the official budget before exceeding a functional expenditure category, i.e., instruction, administration, etc., in the total district budget. Attached are copies of the proposed amendments to the Official Budget identifying details of the requests. The following summarizes the effect of these amendments by functional category.

**Summary:**

***Amendment #070: Athletics Department***

This amendment will reallocate budgeted funds for extracurricular extra-duty and security other miscellaneous contracted services to maintenance for extra-duty and other miscellaneous contracted services. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Code Function Description</u>
Source of Funds:	\$7,610.00	Extracurricular and Security expenditure functions
Use of Funds:	\$7,610.00	Maintenance expenditure function
Fund Balance Effect	<b>None</b>	

***Amendment #071: General Fund – Final Amendment***

This amendment will amend in general fund revenues for foundation school program to match projections for this year. Also to cover projected shortages in various functions for the 2016-17 fiscal year. The Texas Educational Agency requires a school district to amend the official budget before exceeding a functional expenditure category, i.e., instruction, administration, etc., in the total district budget.

		<u>TEA Code Function Description</u>
Source of Funds:	\$500,000.00	Foundation School Program Revenues
Use of Funds:	\$500,000.00	Various expenditure functions
Fund Balance Effect	<b>None</b>	

**Fiscal Implications:**

There is no effect on fund balance.

**Administrative Recommendation(s):**


The administration recommends that the Board of Trustees approve the budget amendments, as presented.



## AMENDMENT # 070

DATE: 8/7/2017

0.00

  
CHIEF FINANCIAL OFFICER


BATCH:	JV/BCN:	DATE:
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## AMENDMENT # 071

**DATE:** 8/14/2017

0.00

  
CHIEF FINANCIAL OFFICER

BATCH:	JV/BCN:	DATE:
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**Waco Independent School District**  
**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** Sheryl Davis

**RE: Discussion and possible action to approve resolution committing General Fund balances as of August 31, 2017**

=====

**Background Information:**

Policy CE (Local), approved by the Board on August 25, 2010, allows for the commitment and assignment of fund balances for specific purposes. Attached is a resolution to commit an estimated \$4,991,500 of unassigned general operating fund balance for the following purposes:

- \$1,882,302 for renovations to the old maintenance shops to accommodate the relocation of Child Nutrition Services;
- \$163,865 set aside for additional physical education facilities at Indian Ridge Middle School;
- \$699,084 for renovations to accommodate the technology data center plus \$207,959 for associated network equipment;
- \$302,819 for renovations to the old Lake Waco campus to accommodate the transition program at Brazos High School;
- \$297,000 for repairs to the fire escape at the Administration building;
- \$303,822 for construction of science labs at the Greater Waco Advance Health Care Academy plus an additional \$278,000 to outfit the labs;
- \$86,587 for preliminary design services for various projects;
- \$625,108 accumulated from the sale of buses to be used for future bus replacement;
- \$88,168 for band lockers and other fine arts projects; and
- \$56,786 for funds approved through the tax ratification election for dual credit programs but not yet allocated.

Amounts shown reflect maximum commitments. Committed fund balances will be adjusted pending final accruals/expenditures at August 31, 2017.

**Fiscal Implications:**

This resolution potentially decreases the unassigned fund balance of the general fund by \$4,713,500.

**Administrative Recommendations:**

The Administration recommends approval of a Resolution committing unassigned general operating fund balance in an amount not to exceed \$4,713,500 for purposes described above.

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31,2017 **Contact Person:** S. Trotts/R. Gomez

**RE: Discussion and possible action to approve the renewal of the bid for refrigeration services**

=====

**Background Information:**

Request for Proposals, Job Order Contract (JOC) #14-1003, have been previously been opened and evaluated for the purpose of awarding a contractor to provide refrigeration services to the District on an as needed basis. We received two bids for this service. After evaluating the bid proposals, the Facilities and Maintenance department recommended that the primary vendor be awarded to A & H Refrigeration Co., Inc., while McNamara Custom Services be awarded as the additional vendor.

The Facilities and Maintenance department staff has been pleased with the services which they have received from A & H Refrigeration Co., Inc., and McNamara Custom Services and would like to exercise our option to renew both vendors for an additional one (1) year period.

A tabulation of the bid responses is attached for your review. Since this is a renewal, the evaluation score sheets not attached.

This bid will expire August 31, 2018, with no renewal options remaining on this bid.

**Fiscal Implications:**

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

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the renewal of the bid for refrigeration services under a job order contract with A & H Refrigeration Co., Inc., as the primary vendor and McNamara Custom Services as the additional vendor for projects between \$5,000 and \$125,000, as presented.

JOC # 14-1003 Refrigeration Services

Category	McNamara Custom Service	A&H Refrigeration
Status	SBE/DBE	
Maximum Hourly Rate for Supervisor	\$ 80.00	\$ -
Maximum Hourly Rate for Skilled Tradesman	\$ 70.00	\$ 50.00
Maximum Hourly Rate for Laborer	\$ 40.00	\$ -
Materials Mark-up	30%	25%
Equipment Rental Mark-up	20%	0%

LOC - Local Vendor with business within the Waco ISD boundaries

DBE - Disadvantage Business Enterprise

SBE - Small Business Enterprise

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017 **Contact Person:** S. Trotts/R. Gomez

**RE: Discussion and possible action to approve the renewal of the bid for floor covering services**

=====

**Background Information:**

Request for Proposals, Job Order Contract (JOC) # 14-1009, have been previously been opened and evaluated for the purpose of awarding a contractor to provide floor covering services to the District. We received two bids for this service. After evaluating the bid proposals, the Facilities and Maintenance department recommended that the primary vendor be awarded to Centex Carpet & Interiors while Gene Ives Acoustic be awarded as the additional vendor.

The Facilities and Maintenance department staff has been pleased with the services which they have received from Centex Carpet & Interior and Gene Ives Acoustics and would like to exercise our option to renew both vendors for an additional one (1) year period.

A tabulation of the bid responses is attached for your review. Since this is a renewal, the evaluation score sheets are not attached.

This bid will expire August 31, 2018, with no renewal options remaining on this bid.

**Fiscal Implications:**

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

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the renewal of the bid for floor covering services under a job order contract with Centex Carpet & Interiors as the primary vendor and Gene Ives Acoustic awarded as the additional vendor for projects between \$5,000 and \$125,000, as presented.

JOC # 14-1009 Floor Covering Services  
Bid Tabulation

Category	Centex Carpet & Interiors	Gene Ives
Status		
Maximum Hourly Rate for Vinyl Composite	\$ 25.00	\$ 37.80
Maximum Hourly Rate for Ceramic Tile	\$ 28.00	\$ 37.80
Maximum Hourly Rate for Carpet Squares	\$ 25.00	\$ 37.80
Maximum Hourly Rate for Carpet Roll	\$ 25.00	\$ 37.80
Material Mark-up for Vinyl Composite	15%	15%
Material Mark-up for Ceramic Tile	15%	15%
Material Mark-up for Carpet Squares	15%	15%
Material Mark-up for Carpet Roll	15%	15%
Equipment Rental Mark-up	10%	15%

LOC - Local Vendor with business within the Waco ISD boundaries

DBE - Disadvantage Business Enterprise

SBE - Small Business Enterprise

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017 **Contact Person:** S. Trotts/R. Gomez

**RE: Discussion and possible action to approve the bid award for network operations center renovations**

=====

**Background Information:**

Competitive Sealed Proposals, CSP # 17-1085, have been issued and opened for the purpose of soliciting a qualified contractor to perform renovations in the Technology department to house a new network operations center.

We received three (3) proposals for these services. After the Facilities and Maintenance department evaluated the proposals, it was determined that Flores Roofing & Construction, LLC, offered the best value to the District and, as such, be recommended for the bid award.

A Bid Tabulation and Evaluation Scoresheets are attached for your review.

**Fiscal Implications:**

The budget for this project is \$564,000.00 and will come from general operating funds previously committed by the Board of Trustees for this project.

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the award of the bid for network operations center renovations to Flores Roofing & Construction, LLC, , as presented.

CSP 17-1085  
Network Operation Center Renovations  
Pricing Worksheet

VENDORS		Flores Roofing & Construction	HCS, Inc. Commercial General Contractor
Status:	SBE		SBE
Base Bid	\$ 519,300.00	\$ 440,125.00	\$ 554,000.00
Scoresheet points will be distributed based on total price			
Flores = \$440,125 = 35 points			
Barsh = \$440,125/\$519,300=84.75%*35=29.66 points			
HCS = \$440,125/\$554,000=79.445%*35=27.81 points			



Combinded Evaluation Scoresheet  
CSP 17-1088  
Network Operations Center  
Renovations

CC

Evaluator's Name	Barsh	Flores	HCS, Inc.
Raul Gomez	86.00	87.00	85.81
Mike Tyra	75.66	76.00	75.81
Alexander Villanueva	84.66	85.00	83.81
<b>Total # of Points</b>	246.32	248.00	245.43
<b>Average Score</b>	82.11	82.67	81.81
<b>Rank</b>	2	1	3

CSP # 17-1085  
Network Operation Center Renovations - Evaluation  
Scoresheet

CRITERIA:	Max Score	Barsh	Flores	HCS, Inc.
Price <i>(low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid )</i>	35	29.66	35.00	27.81
Financial Capacity in Relation to Size and Scope of Project	5	4.00	0.00	5.00
<b>Experience and Reputation</b>				
▶ Experience doing business with Waco ISD	3	2.00	0.00	2.00
▶ Experience doing this type of work	20	16.00	19.00	16.00
▶ Experience doing business with other school districts	3	3.00	0.00	3.00
<b>Quality of Goods or Services</b>				
▶ Based on external references	20	18.00	19.00	18.00
<b>Safety Record</b>	3	3.00	3.00	3.00
<b>Adequacy of Staffing</b>	5	5.00	5.00	5.00
<b>Other Relevant Factors Specifically Listed in the Request for Bids, Proposals, or Qualifications ( list, if applicable)</b>				
▶ Provide requested number of copies of response	2	2.00	2.00	2.00
▶ Attendance at Pre-Bid Meeting	4	4.00	4.00	4.00
<b>Total</b>	<b>100</b>	<b>86.66</b>	<b>87.00</b>	<b>85.81</b>
<b>* Points were distributed base on the base bid</b>				
** Flores did not turn in financial statement, therefore did not receive points				
R.Rolando Gomez				
<b>Evaluator:</b>				

CSP # 17-1085  
Network Operation Center Renovations - Evaluation  
Scoresheet

CRITERIA:	Max Score	Barsh	Flores	HCS, Inc.
Price <i>(low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid )</i>	35	29.66	35.00	27.81
Financial Capacity in Relation to Size and Scope of Project	5	4.00	0.00	5.00
<b>Experience and Reputation</b>				
▶ Experience doing business with Waco ISD	3	3.00	0.00	3.00
▶ Experience doing this type of work	20	11.00	11.00	10.00
▶ Experience doing business with other school districts	3	3.00	0.00	3.00
<b>Quality of Goods or Services</b>				
▶ Based on external references	20	12.00	18.00	14.00
<b>Safety Record</b>	3	3.00	3.00	3.00
<b>Adequacy of Staffing</b>	5	4.00	3.00	4.00
<b>Other Relevant Factors Specifically Listed in the Request for Bids, Proposals, or Qualifications ( list, if applicable)</b>				
▶ Provide requested number of copies of response	2	2.00	2.00	2.00
▶ Attendance at Pre-Bid Meeting	4	4.00	4.00	4.00
<b>Total</b>	<b>100</b>	<b>75.66</b>	<b>76.00</b>	<b>75.81</b>
<b>* Points were distributed base on the base bid</b>				
** Flores did not turn in financial statement, therefore did not receive points				
<b>Evaluator: Mike Tyra 8/8/17</b>				

CSP # 17-1085  
Network Operation Center Renovations - Evaluation  
Scoresheet

CRITERIA:	Max Score	Barsh	Flores	HCS, Inc.
Price <i>(low proposer receives maximum points; remaining vendors receive a percentage of the maximum based on ratio to low bid)</i>	35	29.66	35.00	27.81
Financial Capacity in Relation to Size and Scope of Project	5	4.00	0.00	5.00
<b>Experience and Reputation</b>				
▶ Experience doing business with Waco ISD	3	3.00	0.00	3.00
▶ Experience doing this type of work	20	17.00	19.00	17.00
▶ Experience doing business with other school districts	3	3.00	0.00	3.00
<b>Quality of Goods or Services</b>				
▶ Based on external references	20	14.00	19.00	14.00
<b>Safety Record</b>	3	3.00	3.00	3.00
<b>Adequacy of Staffing</b>	5	5.00	3.00	5.00
<b>Other Relevant Factors Specifically Listed in the Request for Bids, Proposals, or Qualifications <i>(list, if applicable)</i></b>				
▶ Provide requested number of copies of response	2	2.00	2.00	2.00
▶ Attendance at Pre-Bid Meeting	4	4.00	4.00	4.00
<b>Total</b>	<b>100</b>	<b>84.66</b>	<b>85.00</b>	<b>83.81</b>
<b>* Points were distributed base on the base bid</b>				
** Flores did not turn in financial statement, therefore did not receive points				
<b>Evaluator: Alexander Villanueva</b>				

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** S. Trotts/ K. Boatman

**RE: Discussion and possible action to approve the amended interlocal cooperative agreement between Waco ISD and the City of Waco**

=====

**Background Information:**

Waco ISD has had a collaborative partnership with the City of Waco to utilize the City's trunked 800 MHz communication system. The system has the capacity to include up to thirty-five (35) Waco ISD radios for communicating within the public safety and public service radios. This agreement is mutual beneficial to both the City and Waco ISD so that each entity's public safety radios be interoperable. Waco ISD will pay to the City of Waco \$25.00 per month, per radio for each day-to-day user and \$5.00 per month, per radio for each interoperability user that is utilizing the City of Waco's system.

**Fiscal Implications:**

The cost of this service will come from the Police department's contracted services budget.

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the amended interlocal cooperative agreement between Waco ISD and the City of Waco, as presented.

**AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN WACO  
INDEPENDENT SCHOOL DISTRICT AND THE CITY OF WACO, TEXAS, FOR  
THE USE OF CITY OF WACO 800 MHZ TRUNKED VOICE RADIO SYSTEM**

**THIS AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between **WACO INDEPENDENT SCHOOL DISTRICT (WACO ISD)** and the City of Waco, Texas, sometimes collectively referred to as "parties", pursuant to and authorized by Chapter 791 of the Texas Government Code.

**WHEREAS**, there is a common need between and among the parties for reliable radio communications interoperability; and

**WHEREAS, WACO ISD** uses 800 MHz radios to communicate within their public safety and public service radios; and,

**WHEREAS, WACO ISD** needs a means for their 800 MHz public safety radios and public service radios to communicate to each other; and

**WHEREAS, THE CITY OF WACO** operates a trunked 800 MHz communications system; and

**WHEREAS**, the City of Waco has the capacity on their system to include up to **35** of **WACO ISD'S** radios; and

**WHEREAS**, the City of Waco will program those radios owned by **WACO ISD** for operation on the Waco system; and

**WHEREAS**, it is to the mutual benefit of both Waco and **WACO ISD** that their public safety radios be interoperable.

**NOW THEREFORE**, in consideration of the premises, terms, and agreements herein set forth, the parties agree as follows:

**1. Recitals and Preambles.** All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Agreement.

**2. Memorandum of Understanding.** Approval of this Agreement is conditioned on **WACO ISD** executing a Memorandum of Understanding which outlines additional terms and conditions of this Agreement. A copy of that Memorandum of Understanding is attached as Exhibit A.

**3. Payment.** **WACO ISD** will pay the City of Waco \$25.00/month/radio for each day to day user and \$5.00/month/radio for each interoperability user that is operated on Waco's system. Should future costs make it necessary for Waco to increase this monthly charge, **WACO ISD** will have the opportunity to stay on Waco's system at the adjusted rate. If **WACO ISD** should increase or decrease the number of radios on the City of Waco's system,

the billing cycle shall be adjusted accordingly.

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

**5. Entire Agreement.** This agreement constitutes the entire agreement between the parties, and all negotiations and all understandings between the parties are merged herein.

**6. Amendments.** This Agreement can be supplemented and/or amended only by a dated written document executed and mutually agreed upon by each party.

**7. Venue.** The obligations and undertakings of each of the parties to this Agreement shall be performable at Waco, McLennan County, Texas.

**8. Choice of Law.** This Agreement is governed by the laws of the State of Texas.

**9. Authorization.** The parties agree and represent that their respective governing bodies have authorized the execution of this Agreement and such execution is correct and proper in all respects.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_.

**WACO INDEPENDENT SCHOOL DISTRICT**

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

**CITY OF WACO, TEXAS**

\_\_\_\_\_  
Dale A. Fisseler, City Manager

**ATTEST:**

\_\_\_\_\_  
Esmeralda Hudson, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

\_\_\_\_\_  
Jennifer Richie, City Attorney

## EXHIBIT A

**City of Waco Day-to-Day and Interoperability Subscriber MOU**  
**MEMORANDUM OF UNDERSTANDING FOR**  
**CITY OF WACO 800 MHZ TRUNKED VOICE RADIO**  
**SYSTEM INTEROPERABILITY and DAY-TO-DAY**  
**SUBSCRIBER ACCESS**

**Effective Date:**

**Type of access requested:**

(circle one)

**Day to Day**

**Interoperability**

**Both**

**Address:** 501 Franklin Avenue, Waco, TX 76701

**Attn:** Sheryl Davis

**Telephone:** 254-755-9473

The City of Waco is required to enter into agreements with federal, state, and other agencies' regional radio systems and to have access to federal, state, and interoperability radio frequencies. Local agencies having access to the City of Waco's 800 MHz radio system may have access to these interoperability channels, thus requiring an agreement between the Subscriber Agency and the City of Waco.

- 1) Subject to the terms of this Memorandum of Understanding (MOU), the City of Waco hereby grants the agency identified above a revocable license to use the Radio Equipment described in the radio inventory on the City of Waco's 800 MHz Trunked Voice Radio System as a "Day-to-Day" and/or "Interoperability" subscriber for the sole purpose of radio communication on specified talk groups or channels which will be enumerated in a template plan to be approved by the City of Waco prior to radio unit programming.
- 2) Day-to-day radio communications means the above named agency will use the City of Waco's radio system as their primary radio communications platform for internal radio communications within their own agency.
- 3) An interoperability subscriber agency is an agency which is not a City of Waco department or operation, or day-to-day subscriber but has been granted permission for system radio use under this MOU to communicate as needed with City of Waco subscribers. Interoperability radio communications means radio communication between the external subscriber and City of Waco departments and their personnel during joint operations, public safety critical incident responses, or other limited interoperability purposes approved by the City of Waco.



- 4) Day-to-day subscriber fees will be outlined in an Interlocal Agreement (ILA) if the agency requires day-to-day operational radio communication on the City's 800 MHz radio system, and this MOU will be attached to the ILA as a part of that agreement.
- 5) Interoperability subscribers will be assessed a fee for use of the City of Waco's 800 MHz Trunked Voice Radio System. Interoperability subscribers shall not use the City of Waco's 800 MHz Trunked Voice Radio System as their primary radio communications platform for internal radio communications within their own agency. Interoperability subscribers will not be issued their own private talk groups or channels.
- 6) Programming of day-to-day and interoperability subscriber radios for use on the City of Waco's 800 MHz Trunked Voice Radio System must be done by the City of Waco Radio Shop unless otherwise agreed upon. Due to the critical necessity of safeguarding the system key, tight control over programming will be exercised.
- 7) Each radio device assigned to the City of Waco's 800 MHz system will be identified individually with a unique ID and Unit Alias. The Radio System Manager will be notified of any unit changes such as unit numbers. Subscribers will be inventoried on a periodic basis using unit serial number and alias.
- 8) The City of Waco Radio System Manager will be notified in the event a device is lost, stolen, causing interference, or removed from service. In any event, the Radio System Manager will disable the unit until such time the unit is recovered, repaired or replaced.
- 9) Emergency ID functionality on the City of Waco's 800 MHz Trunked Voice Radio System will not be programmed into interoperability subscriber radios.
- 10) Interoperability subscribers must identify themselves when initiating conversations on the City of Waco's 800 MHz Trunked Voice Radio System by giving their agency name (or acronym approved by the City of Waco) followed by their unit number. Example: "XYZ PD, Unit 101 to Waco PD Dispatch".
- 11) When operating radios on the City of Waco's 800 MHz Trunked Voice Radio System, all users must abide by all applicable rules and regulations of the Federal Communications Commission, Texas Statewide Interoperability Channel Plan (TSICP), and City of Waco Standard Operating Procedures, protocols set forth by individual talkgroup owners, and decisions and directives of the City of Waco Radio System Manager. All violations by units of external subscriber agencies must be immediately resolved by the external agency to the satisfaction of the Radio System Manager or shall be grounds for immediate disconnection of the external agencies' radio equipment from the City of Waco's 800 MHz Trunked Voice Radio System, and termination of this MOU. The external agency shall reimburse the City of Waco upon

receipt of any costs, fines or penalties assessed against the City of Waco as a result of a violation of an FCC rule or regulation by that agency's subscriber.

- 12) Radio equipment and accessories shall be approved by the City of Waco Radio System Manager prior to use on the City of Waco's 800 MHz Trunked Voice Radio System. All costs of an external agency to acquire or maintain radios or other equipment, train personnel or to connect to the City of Waco's 800 MHz Trunked Voice Radio System shall be borne and paid by that agency.
- 13) All subscriber agency personnel who will be operating approved radio equipment on the City of Waco's 800 MHz Trunked Voice Radio System will be required to undergo user training as set forth by the City of Waco Radio System Manager.
- 14) The failure of the City of Waco to perform its obligations under this MOU shall be excused to the extent caused by the occurrence of an event or act not within the control of the City of Waco, or the Radio System Manager.
- 15) This MOU is effective as of the Effective Date stated above, and shall remain in effect until terminated by either party upon 10 days prior written notice.
- 16) Within 30 days upon termination, the City of Waco's 800 MHz Trunked Voice Radio System programming shall have been removed from the subscriber agencies' equipment and certification provided that the programming has been removed.
- 17) The subscriber agency acknowledges that radio systems are subject to periodic outages, equipment failures, and other conditions which may prevent or interfere with radio communications. In no event shall the City of Waco or any City agency be liable to a subscriber agency for any claim or cause of action arising out of or related to a failure of the City of Waco's 800 MHz Trunked Voice Radio System.
- 18) The person executing this MOU on behalf of the subscriber agency warrants and represents that he or she has been duly authorized and empowered to execute and enter into this MOU on behalf of that agency, that all action necessary to approve this MOU has been taken, and that this MOU is a binding obligation of the subscriber agency.
- 19) This MOU constitutes the entire understanding of the parties related to this subject matter hereof, and there shall be no modifications or waivers hereof except in writing, signed by both parties. The MOU is made under and shall be governed

by the laws of the State of Texas, and is performable in McLennan County, Texas.

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**AGREED TO BY:**

***Waco Independent School District***  
(Subscriber Agency / Department Name)

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

Printed Name: Marcus Nelson

Title: Superintendent

**AND**

---

(Subscriber Agency / Department Name)

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

Printed Name: \_\_\_\_\_

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

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** S. Trotts/ J. Botello

**RE: Discussion and possible action to approve an interlocal cooperation agreement with the City of Waco for the Waco Independent School District Channel**

=====

**Background Information:**

The City of Waco receives three public, educational, and government channels from cable companies. The City has designated one of those channels as Channel 17, which is the Waco ISD channel.

The District would now like to offer live streaming of select programs on Channel 17. In order for live streaming capabilities to occur, additional equipment and services will be required.

The City is willing to provide, on a loan basis, the equipment necessary for the district to live stream programs. There would not be any cost to the District for this equipment. The District would, however, be required to fund the annual support agreement on the equipment and the cost of the streaming service.

The proposed interlocal agreement establishes the terms for the equipment loan.

**Fiscal Implications:**

The annual cost is estimated at \$3,000 for the support agreement and \$2,500 for the annual streaming services fee.

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the interlocal cooperative agreement between Waco ISD and the City of Waco, as presented.

## **AGREEMENT FOR THE WACO INDEPENDENT SCHOOL DISTRICT CHANNEL**

THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MCLENNAN §

THIS AGREEMENT is executed between the WACO INDEPENDENT SCHOOL DISTRICT ("Waco ISD"), and the CITY OF WACO, TEXAS ("City"), collectively referred to as the "parties."

### **RECITALS**

WHEREAS, the City receives three Public, Educational, and Government ("PEG") channels from cable companies; and

WHEREAS, the City utilizes one of these channels, Channel 17, as the Waco ISD Channel; and

WHEREAS, the purpose of the Waco ISD Channel is to provide educational, informational, and entertainment content from one of Waco's largest school districts and to encourage community involvement; and

WHEREAS, Waco ISD wishes to provide programming for the Waco ISD Channel,

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties to this Agreement agree as follows:

#### **A. General Provisions**

1. The City will provide to Waco ISD Channel 17 for programming.
2. Should the City receive a request from another independent school district located in part within the city of Waco to provide programming, Waco ISD understands that the City may allow that independent school district to share Channel 17 with Waco ISD and rename Channel 17. The City will endeavor to provide daily air time schedules mutually agreeable to all parties, but the final decision on scheduling will be the City's.
3. Waco ISD will provide programming for every 24-hour period of air time on Channel 17:
  - a. Waco ISD shall create, schedule and broadcast programming for these time slots;
  - b. Waco ISD shall ensure that all programming complies with the Program Standards attached as Exhibit A;
  - c. Waco ISD shall ensure that no programming infringes on the property right, copyright, patent right, or any other right of anyone else.

4. If Waco ISD desires City assistance with live programming, Waco ISD shall provide fiber transmitter and fiber connection from Waco City Hall, 300 Austin Avenue to Waco ISD's operational location to transmit the signal received on the City's equipment to Waco ISD's location.

5. To schedule and broadcast programming for the Waco ISD Channel, the City will loan to Waco ISD a Rushworks A-List broadcast automation system;

a. This equipment shall be used only by Waco ISD students and staff to provide scheduled playback of video projects created by Waco ISD students and staff for the Waco ISD Channel;

b. The City will install this equipment on an equipment rack provided by Waco ISD at its designated location;

c. The City will provide Waco ISD staff initial operational training;

d. The City will not provide any maintenance on this equipment; Waco ISD shall maintain this equipment;

e. Should the equipment no longer function for any reason, the City is under no obligation to replace the equipment;

f. Should the equipment no longer function for any reason or upon termination of this Agreement, the equipment will be returned to the City within seven days.

6. To provide live streaming of programming produced by Waco ISD, the City will loan to Waco ISD an installed Rushworks Osprey Streaming computer;

a. This equipment shall be used only by Waco ISD students and staff for Waco ISD Channel programming;

b. The City will provide Waco ISD staff initial operational training;

c. The City will not provide any maintenance on this equipment; Waco ISD shall maintain this equipment;

d. Should the equipment no longer function for any reason, the City is under no obligation to replace the equipment; and

e. Should the equipment no longer function for any reason or upon termination of this Agreement, the equipment will be returned to the City within seven days.

7. The City may loan Waco ISD additional equipment for development of programming for the Waco ISD Channel. If such equipment is loaned, the following shall apply:

a. This equipment shall be used only by Waco ISD students and staff for Waco ISD Channel programming;

b. The City will provide Waco ISD staff initial operational training;

c. The City will not provide any maintenance on this equipment; Waco ISD shall maintain this equipment;

d. Should the equipment no longer function for any reason, the City is under no obligation to replace the equipment; and

e. Should the equipment no longer function for any reason or upon termination of this Agreement, the equipment will be returned to the City within seven days.

8. Waco ISD shall pay:

- a. the cost of the annual Rushworks ASAP quality assurance agreement on both the Rushworks A-List broadcast automation system and the Osprey streaming computer loaned to Waco I.S.D;
- b. the cost of any other maintenance on the Rushworks A-List broadcast automation system and the Osprey streaming computer to keep it functioning properly;
- c. any streaming services needed to stream the programming produced by Waco I.S.D. to a website; and
- d. the cost of website hosting.

B. Term; Renewal; Amendment; Termination

1. The initial term of this Agreement begins September 1, 2017, and terminates August 31, 2018.
2. This Agreement shall automatically renew for successive one year terms, unless one of the parties gives the other notice in writing 60 days before the end of the term.
3. If Waco ISD fails to create, produce, schedule, or transmit programming on channel 17 for more than seven consecutive days, this Agreement shall terminate.
4. If Waco ISD creates programming that is an infringement on the property right, copyright, patent right, or other rights of another person, this Agreement shall terminate.
5. Either party may terminate this Agreement by giving the other party 90 days written notice.
6. The parties may amend this Agreement only by written amendment when both parties agree to such amendment.

C. Notice.

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

WACO ISD  
Marcus Nelson, Ed.D.  
Superintendent  
501 Franklin Avenue  
Waco, Texas 76701  
Phone: (254) 755-9473  
Fax: (254 ) 755-9686

CITY  
Larry Holze  
Director, Municipal Information Department  
City of Waco  
P.O. Box 2570  
Waco, TX 76702  
Phone: (254)-750-5636

D. Miscellaneous Provisions

1. Recitals. The recitals set forth in this Agreement are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined



that the governing bodies of each party have authorized and approved execution of this Agreement.

2. Discrimination. No one shall, on the grounds of race, creed, color, national origin, disability, age, or gender, be subject to discrimination in the performance of this Agreement.

3. Independent contractor. Each party shall carry out the terms and conditions of this Agreement as an Independent Contractor and not as an agent, servant, or employee of the other party. Employees of one party shall not receive employee benefits from the other party. For all purposes herein, each party is and shall be deemed to be an Independent Contractor of the other party, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between the parties.

4. Choice of Law: This contract is governed by the laws of the State of Texas.

5. Venue: Venue for any lawsuit involving this Agreement shall be in a court of competent jurisdiction in McLennan County, Texas.

6. No Waiver. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas or the United States.

7. Insurance. Waco ISD agrees to the provisions contained in Exhibit B to this Agreement which is attached hereto and incorporated herein by reference.

8. Entire Agreement. This Agreement and any Exhibits hereto embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.

9. Exhibits. The Exhibits that are attached hereto are incorporated herein and made a part of this Contract. Those Exhibits include:

- a. Exhibit A – Program Standards; and
- b. Exhibit B - Insurance Requirements.

10. Survival: Any provisions that by their terms survive the termination of this contract shall bind its legal representatives, heirs, and assigns as set forth herein.

11. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

12. Article and Section Headings. The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.



13. Assignment. No party hereto may assign its rights and obligations hereunder.

14. Benefits: This contract shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representatives, executors, administrators, successors, and assigns.

15. Misspelled Words: Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

16. Multiple Copies. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF WACO

By: \_\_\_\_\_  
Dale A. Fisseler, P.E., City Manager

ATTEST:

\_\_\_\_\_  
Esmeralda Hudson, City Secretary

APPROVED AS TO FORM & CONTENT:

\_\_\_\_\_  
Jennifer Richie, City Attorney

WACO ISD

By: \_\_\_\_\_  
Marcus Nelson, Ed.D., Superintendent

ATTEST/WITNESS:

\_\_\_\_\_  
Sandra Gonzales, Executive Assistant

**Exhibit A**  
**Operation Guidelines for**  
**TV Cable Channel 17**  
**As designated by the City of Waco for use by**  
**Waco I.S.D.**  
**September 1, 2017**

**Authorization and Authority**

Under the cable franchise agreements granted to Time Warner/Spectrum Cable and Grande Communications by the City of Waco, the City received Access channels to provide information to the community. One Channel has been designated by the city for city government use identified as the Waco City Cable Channel ten, the city also has designated a channel for use by the Waco Independent School District identified as WISD-TV channel seventeen, and the city also has designated a channel for joint use by the three colleges in Waco: Baylor, MCC, and TSTC designated as the College Channel 18. As the franchise authority with both cable providers, the City of Waco is the governing authority over the granting of use and authority of all channels and the administrator on programming requirements, content and quality standards. If either or both of the cable providers elect to change the channel locations (numbers) on their networks, any reference in this policy to a current channel number will be changed, with the City being the authority to designate which channel location (number) each PEG channel will be assigned.

**Waco I.S.D. Channel**

Waco I.S.D. is granted use by the City of Waco of one of its PEG Channels, currently Channel 17, that follows the Mission and Purpose statement below. If another School District within the City of Waco requests broadcast time, the City will work with each of the School Districts to share the available air times and will be responsible for any costs to establish a shared network channel.

**Mission and Purpose**

The purpose of the programming and information that airs on the School District Channel must reach out to the citizens of the Waco community to:

**Educate, Inform, Entertain, and Involve**

viewers in educational activities and opportunities, programs, classes, and events provided by the school district.

To assure the highest standards of programming and operations of the School District Channel, the following policies are established:

**Technical Standards of Operation**

The quality of both video and audio portions of the signal received by viewers of any of the three PEG Channels is of up most importance. Proper use of professional equipment and production techniques must be maintained to assure dependable quality transmission. Regular monitoring and quality checks of standards must be provided by the host broadcast provider. Clock Time accuracy for starting of programs should be carried out and should be in sync with traditional official broadcast times. If a below standard transmission of signal is determined to be the fault of the cable company, the City must be informed if the problem continues past 24 hours of notification to the cable company.

### *Program Standards*

In order to attract and maintain a good viewing audience the quality of programs aired on any of the PEG Channels should rival or exceed network standards. It should be the goal of each broadcast operator to recognize the importance of producing quality programs and utilizing the highest quality equipment and techniques possible to reach that goal. Production staff members should regularly seek ways to increase their level of expertise and stay on the cutting edge of program production techniques. All programming and operations must be in compliance with current FCC regulations and Cable Franchise Agreements. Obscene, offensive and defamatory language and material will not be allowed. Any decision as to the legality of such programming shall be determined by Legal Services of the City of Waco.

### *Program Subject and Content*

Operating as an Educational Access Channel, the School District must limit its programming subject and content to the following areas:

Education: To educate the public in subjects that will increase the knowledge of viewers on the way the School District is working to educate students and opportunities provided for students and parents to improve their lives.

Information: To inform the public on matters of interest as a resident in the area including: Classes offered, registration information, financial aid and application processes, Special local extended or continuing education opportunities, guest lectures, concerts, sporting events, and entertainment opportunities that add to the quality of life in Waco.

Entertainment: To provide programming of local interest to viewers that may not be seen on any other channel. This may include local musical performances, sporting events, concerts, holiday celebrations, employee recognition, economic and business successes and stories of historical significance to the city.

Involvement: To get the community involved in the opportunities offered by the School District. A regular ongoing effort should be made to engage the viewer and family members of students in learning opportunities and to become a good citizen of Waco.

Partisan political, or for-profit programming will not be aired on any PEG Channel. No Commercial product advertising will be allowed and the School District may not receive funds for airing programs or announcements on the PEG Channel unless it is a part of a grant or funded course of study. The School District may seek funding for the production of programming produced locally that airs on the PEG Channel and may provide the names of participating contributors but may not mention any product or service the provider sells or offers for gain or for profit. The School District may run promotional announcements about events and opportunities produced by or sponsored by the District provided that a specific product is not advertised for sale. Admission prices and registration costs may be given. The School District must be responsible for the material and subject matter of the videos aired. Even though the subject matter or material in a video may be acceptable in the classroom, the District is responsible for adding a disclaimer or warning before any program that could be offensive in anyway to viewers.

### *Program Schedule and Priorities*

In order for PEG channels to attract and maintain a regular viewing audience, a consistent daily program schedule should be established. Because most viewers scan the available channels every half hour a similar schedule should be established so that a program is running when this “surfing” takes place. Typical broadcast requirements of station identity and graphics should be maintained to attract viewers to the channel. A weekly or daily program schedule should be included in the School District’s web site and other promotional and media releases to maximize the opportunity of attracting viewers. A description of the programs that will run and the times should also be shown on the PEG Channel’s message board to assist the public in program selection. The content of material that airs on the channel is the sole responsibility of the School District and should be created and maintained in a manner that will yield a high quality image of the District. Although the Message Boards should not be the primary source of air time, the slides that are aired should be created in such a way as to be attractive and easy to read.

### *Video Message Board*

Before and after regular daily broadcast schedules and between programs that run, a Video Message Board will provide interesting and informative information and photographs to viewers about the School District including: Job opportunities, Programming schedules, Class and Course offerings, Registration dates, times and procedures, information on events, concerts, plays, sporting events, lectures, continuing education opportunities and postings of public Board meetings. Every effort should be made to make the information attractive and timely. While the message board is operational, quality music should be aired. No promotion of organizations or events not a part of the School District or its involvement or participation will be allowed.

### *Public Service Announcements*

Public Service Announcements (PSA’s) will be considered for airing on the PEG Channel only if they promote an event or project sponsored by the School District or one of its departments. No promotion of organizations or events not involving the District will be allowed.

### *Program Origination and Ownership rights*

As a general rule, only programs produced by the School District or its designated production facility will air on the PEG Channel. In an effort to provide a steady stream and variety of quality programming, it may not always be possible to rely only on locally produced programming, therefore from time to time, other programs produced outside the School District may be aired if they meet the following requirements: They are not political in nature, they educate, inform, or entertain in the same manner a video produced under the School District’s direction would do, they meet all criteria for quality programming as set forth by this guideline, the District has the legal right to air the copy written program, and the program will contribute to the betterment of life in our city.

### *Complaints About Programming or Operation*

Persons wishing to register a complaint about programming or other PEG Channel operations should contact the City of Waco. A report of these complaints will be directed to the Municipal Information Officer and City Manager’s office for response.

**Fiber Links and Transmission to Cable Providers:** The School District is responsible for providing any fiber links from the programming source to the two cable providers. If for any reason a problem develops in these transmission lines caused by any unidentifiable source including the city, any cost to restore or replace these lines must be paid by the School District. Additionally, the maintenance of the fiber optical transmitter receiver equipment is the responsibility of the School District.

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017      **Contact Person:** S. Trotts/D. Gray

**RE:   Discussion and possible action to approve the amended interlocal  
cooperative agreement with Robinson ISD for transportation services**

=====

**Background Information:**

The district issued a bid for student transportation services on February 16, 2015 (RFP #15-1028) and was approved by the Board of Trustees on April 23, 2015. In order for Robinson ISD to utilize our bid for student transportation services, the district entered into an interlocal agreement with Waco ISD pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

The purpose of this amendment to the agreement is to include language which permits school use of its buses by the other District in the event of a bus shortage situation. Each District will pay a rental fee of \$1.50 per mile, per bus to the District providing the. The use of any school buses for transportation by one District will not interfere with the normal school transportation services by the other District. Automobile liability insurance is carried by Goldstar for both the Waco ISD and Robinson ISD transportation services.

**Fiscal Implications:**

The cost of this agreement will be charged to the transportation rental budget.

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the amended interlocal cooperative agreement between Waco ISD and the Robinson ISD, as presented.

## **Interlocal Cooperative Purchasing AGREEMENT**

This Interlocal Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the date written below between the Waco ISD, Waco, TX ("WISD") and the Robinson ISD, Robinson, TX ("RISD"). This is a modification of a previously executed interlocal agreement from May 2015.

**WHEREAS**, both the WISD and the RISD have determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

**WHEREAS**, both the WISD and the RISD have determined a need for a cooperative agreement to permit school use of its school buses by other the other school districts using an inter-local agreement; and

**WHEREAS**, both the WISD and the RISD are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs;

**NOW THEREFORE**, for in consideration of the mutual obligations and benefits contained herein, the WISD and the RISD agree as follows:

**SECTION 1.** The primary purpose of this Agreement is to enable the WISD and the RISD to purchase like goods and services and to avoid duplicate procurement effort and obtain the benefits of volume purchasing by satisfying the provisions of Section 271.102 of the Local Government Code.

**SECTION 2.** The secondary purpose of this Agreement is to enable the WISD and the RISD to allow for school use of each other's buses in the event of a shortage situation. The Organization shall pay to the District a rental fee in the amount of \$1.50 per mile, per bus for use of each bus subject to this agreement. This amount can be adjusted annually by a mutually agreeable amount. The rental fee is intended to include the total cost of operation of the bus for the period of time in use by the Organization during the time covered by this Agreement. The use of any school buses for transportation by one district shall not interfere with the normal school transportation services provided by the other district.

**SECTION 3.** The parties agree that each of the parties shall respectively designate a person and/or persons to act under the direction of, and on behalf of, the entity.

**SECTION 4.** The purpose of this Agreement is for either school district to purchase off of a bid of the other district.

**SECTION 5.** The Agreement shall remain in effect until cancelled by either party.

**SECTION 6.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incident to this Agreement shall lie in McLennan County, Texas.

**SECTION 7.** The Parties expressly agree that neither WISD nor RISD have made any warranties whatsoever, express or implied, to any services performed by either district.

**SECTION 8.** This Agreement shall constitute the complete understanding of WISD and RISD in regards to the services described herein, and may not be modified in any manner without the express written consent of both parties. If any portion of this Agreement shall be declared or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

**SECTION 9.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passes and are now in full force and effect.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date(s) set forth herein.

Dated this\_\_\_\_day of\_\_\_\_\_, 201\_\_

**WACO ISO:**

\_\_\_\_\_  
Dr. A. Marcus Nelson  
Superintendent

**ROBINSON ISO:**

\_\_\_\_\_  
Dr. Michael Hope  
Superintendent



**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** S. Trotts/ Y. Williams

**RE: Discussion and possible action to approve a memorandum of understanding with EOAC/Head Start to provide a collaborative preschool program, known as “Jump Start”**

=====

**Background Information:**

Waco ISD has had a collaborative partnership with EOAC Head Start for over seventeen years. The purpose of this memorandum of understanding (MOU) is to continue the established cooperative method of providing high quality services to local preschool children and their families. This collaborative preschool program is known as “Jump Start”.

In essence, the agreement will provide additional instructional support staff and materials to two classrooms each at South Waco and West Avenue Elementary Schools. Additionally, EOAC/Headstart will assist in the recruitment and assessment of eligible four-year olds, provide for parent training, and collaborate in staff development for Waco ISD and Head Start staff involved in the project.

A copy of the memorandum of understanding is attached.

**Fiscal Implications:**

Waco ISD salaries for the Jump Start classrooms are included in 2017-2018 budget.

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the memorandum of understanding (MOU) between Waco ISD and EOAC/Head Start to provide a collaborative preschool program known as “Jump Start”, as presented.

EOAC Head Start  
Early Head Start



500 Franklin Avenue  
Waco, Texas 76701-2101  
Phone: (254) 753-0331  
Fax: (254) 753-8223



**WACO INDEPENDENT SCHOOL DISTRICT  
AND  
EOAC HEAD START**

**MEMORANDUM OF UNDERSTANDING (MOU)  
2017-2018**

This Memorandum of Understanding is made effective on the 1st day of August 2017 by and between the Waco Independent School District (WISD), a legally constituted Independent School District located in McLennan County, Texas (hereafter the "Waco ISD"), located at 501 Franklin Avenue, Waco, Texas and EOAC (administrators of the McLennan County Head Start Program, which is a federally funded early childhood program) (hereafter "Head Start"), located at 500 Franklin Avenue, Waco, Texas.

**I. Purpose of Memorandum of Understanding**

The purpose of this MOU is to establish the best possible cooperative method of providing highly qualified school readiness services to local preschool children and their families, including transition to kindergarten and to establish working procedures in the provision of services to preschool children eligible for special education in compliance with Federal and Texas State law and regulations.

This collaborative preschool program will hereafter be known as "Jump Start." The Program will be offered at the campuses shown on "Attachment A."

It is the intent of this agreement to:

1. Define the services to be provided by each agency.
2. Ensure that eligible children receive high quality, appropriate preschool services.
3. Ensure that each Agency assumes the responsibility to communicate with the other, and share leadership responsibilities and by doing so ensures that available resources are utilized in the most effective manner.

4. Ensure that children eligible for preschool special education services receive a free and appropriate public education, as required by law, in the least restrictive environment.
5. Provide services to preschool children with disabilities on a mandatory basis including providing comprehensive evaluations of children with suspected disabilities by appropriate personnel using appropriate instruments.
6. Ensures that this cooperative arrangement between Waco I.S.D. and EOAC Head Start is developed, implemented, and reviewed at least annually.

## **II. Description of Program**

Collaborative Head Start/ISD Pre-k classrooms will serve four-year-old children who meet eligibility regulations for pre-k enrollment of Texas Education Agency and the enrollment guidelines for Head Start programs. The children will be served on campuses in 4 classrooms (see "Attachment A"). Enrollment will include a maximum of no more than 20 children per classroom. This collaboration will follow the district-adopted school calendar year.

This collaborative will include eligible children who may receive PPCD special education services in a self-contained classroom, Jump Start classroom or in a Head Start classroom for dual enrollment opportunities.

Agencies will share responsibilities and resources for collaborative staff development. Curriculum in the prekindergarten and Head Start classrooms will be aligned and activities and objectives in each program will support those in the other program.

Provide preschool children with disabilities a free and appropriate public education (FAPE), including the development and implementation of an Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP), which includes all the components of an IEP, procedural safeguards, and the provision of related services.

## **III. Agency Responsibilities**

- A. Responsibilities of Waco I.S.D.
  1. Must recruit, enroll and serve eligible preschool children (four-year-olds) for the collaborative classrooms, per state and local prekindergarten regulations and Head Start eligibility guidelines. Children enrolled must meet criteria of both programs. Serving these children will include provisions of state and local pre-k curriculum materials, developmentally appropriate materials and supplies, and other components normally occurring in public pre-k classrooms in Waco ISD.



2. Assist in recruiting, enrolling and serving children with disabilities who are eligible to participate and as identified by the LEA. (Economic Opportunity Act PL92-424).
3. Provide classroom space (per the attached list) for the collaborative classrooms on the campuses named in the list, along with usual and customary usage of the accompanying facilities such as library, gym and playground. Classroom space and associated utilities are considered as an in-kind to the Head Start program with a monthly rental valuation of facility use as identified in the appraisal document on file at the EOAC Central Office.
4. Provide food services for enrolled students during the adopted school calendar year. Food services will be accomplished through "family-style" dining (Head Start will provide any additional utensils or equipment necessary to undertake that style of food service).
5. Provide a daily three-hour period of pre-k instruction based on the Texas Education Agency Prekindergarten Guidelines for all enrolled students. A teacher who meets Texas Education Agency early childhood certification requirements will deliver classroom instruction. The teacher will be a Waco ISD employee and will be funded by Waco ISD. The teacher will be supervised and evaluated by a Waco ISD administrator (principal).
6. Provide for common planning time by Waco ISD pre-k teachers and EOAC Head Start teachers each day, before or at the end of the instructional day.
7. Salaries and fringe benefits of Waco ISD teachers will be considered an in-kind donation to the Head Start program at the starting rate for certified teachers and supporting staff.
8. Provide student testing and evaluation and collaborative program evaluation deemed necessary to fulfill school district requirements. Analysis of evaluation will be shared by both agencies as may be pertinent.
9. Assist in delivery of collaborative staff development for Waco ISD and Head Start staff involved in the collaborative project.
10. Ensure that campus health staff is available to children participating in Jump Start classrooms on campuses. Provide for state of Texas annual requirements for vision and hearing screening and report such to the state.
11. Provide office space, access to and use of a telephone for Head Start Child and Family Advocate.
12. Provide a substitute when Waco ISD employee is absent from duty contingent on the availability of Waco ISD substitutes on the given day.
13. Provide a designated person to coordinate efforts between Waco ISD and Head Start.

14. Include Head Start in the child find plan under part B of the Individuals with Disabilities Education Act (IDEA) for evaluation purposes. If children are identified and services are recommended, the family will have options of enrolling in Waco ISD to receive their services through the district, dual enrollment in Waco ISD and Head Start or receiving services through proportionate share funds until funds are depleted at Head Start. Services will only be provided through IDEA-B if children are dually enrolled.
15. Inform Head Start of the appropriate local referral procedures and referral information required by Waco ISD.
16. Identify district staff responsible for accepting and processing the referral of students from Head Start.
17. Report results of referral and assessment process to Head Start with parent's written consent.
18. Assure that whenever appropriate the IEP will include instructions for parent(s)/guardians(s) to assist in accomplishing the goals and objectives of the IEP
19. Assure that procedural safeguards and confidentiality of information are provided to eligible children and their parents.
20. Facilitate the transition of eligible children into Waco ISD.

## **ASSESSMENT**

Each individual with exceptional needs that is assessed for special education services shall have the benefit of a multi- disciplinary team of persons. No single procedure shall be used as a sole criterion for assessment.

- A. The District shall ensure that a full and individual evaluation is conducted for each child being considered for special education and related services under Part B of IDEA (1). The evaluation is conducted in accordance with the procedures described in 300.560-300.535. (2) The results of the evaluation are used by the child's IEP team in meeting the requirements of 300.340-300.350
- B. Parents shall receive five business days' notice of an IEP meeting to ensure an opportunity to attend and for Head Start to help with transportation if necessary.
- C. The meeting notice shall also identify any local agency that shall be invited to send a representative. The EOAC Head Start program is here noted to be acknowledged as the other local agency.

**(See "Attachment B" for disability service implementation)**

### **B. Responsibilities of EOAC Head Start**

1. Assist in recruiting, enrolling and serving eligible preschool children (four-year-olds) for the collaborative classrooms, per state and local prekindergarten regulations and Head Start eligibility guidelines. Serving these children will include provisions of curriculum



materials (including any mandated by Head Start Performance Standards), developmentally appropriate materials and supplies, and other components normally occurring in Head Start classrooms in McLennan County.

2. EOAC Head Start will reimburse Waco ISD for food services for enrolled students and for adult meals consumed and the difference between the current "free" rate and the current "reduced and paid" rate as applicable for each day of service.
3. Support and implement the existing state and district medical policies of Waco ISD.
4. Provide at least six hours of classroom services for enrolled students. Provide four (4) teachers who meet the Office of Head Start teacher qualification requirements for Head Start programs to deliver classroom services. Teachers will be EOAC employees and will be funded by EOAC. Teachers will be supervised and evaluated in accordance with EOAC Personnel Policies and Procedures. Provide Teacher Assistants, as appropriate, who will also be employees of EOAC, and will assist the teachers in the classrooms. The assistants will be supervised and evaluated by Head Start staff.
5. Ensure that Head Start staff co-teaches with Waco ISD staff members assigned to the classroom, taking equal responsibility for lesson plans, daily preparation and instruction to the students.
6. Provide the necessary paperwork for EOAC Head Start staff to comply with the requirements of Waco ISD (i.e.: results of criminal background check, TB test results, CPR certification). EOAC Head Start must register with the Texas DPS Criminal History Clearinghouse and have all employees working at the Waco ISD campus to have passed the fingerprint based applicant clearinghouse of Texas (FACT).
7. Provide student testing and evaluation, and collaborative program evaluations, deemed necessary to fulfill EOAC/Head Start requirements. Analysis of the collaborative program evaluation will be shared by both agencies.
8. Assist in delivery of collaborative staff development for Waco ISD and Head Start staff involved in the collaborative project.
9. Provide or make available to participating children and their families support services that would be available for eligible students in a Head Start Center.
10. Provide a designated person to coordinate efforts between Waco ISD and Head Start.
11. Provide confidentiality of the identity of students with disabilities enrolled in the collaborative program.
12. Follow the dress code policy of Waco ISD.
13. Provide a substitute when Head Start employee is absent from duty contingent on the availability of Head Start substitutes on the given

- day, and notify the WISD campus principal if problems arise in finding a substitute.
14. Supplement materials and supplies that are purchased as needed to accommodate the classroom.
  15. Provide for parent training, training information and parent activities.
  16. Ensure that only children who reside within the Waco ISD boundaries are being served in the collaborative classrooms.
  17. Ensure discussion between collaborative campuses before a student is transferred.
  18. Recruit and identify children to participate in dual enrollment from Waco ISD PPCD classrooms.
  19. Participate in the District child find plan under Part B of IDEA through monthly transition meetings with the Preschool Assessment team.
  20. Screen all children within the first 45 days of enrollment and refer those suspected to need special education and related services to the District for assessment.
  21. Refer children suspected of having a disability to the child's School District for evaluation (1302.33 (3)(i))
  22. Insure completion of health screening/assessment (medical, dental, nutritional, and developmental) not performed by the local education agency as part of the evaluation for determining if a disability is present.
  23. Collaborate with the local education agency in the multidisciplinary evaluation, the implementation of the portions of the IEP identified for the Head Start Program to assist in or follow through on activities to support the achievements of the child's IEP goals and objectives, the IEP annual review and the transition process.
  24. Insure that procedural safeguards, including confidentiality of records are provided for all children with disabilities and their parents.
  25. Offer a support system for families of children with disabilities through training, information and social support to enable parents to advocate for their child.
  26. Provide information on special education and the referral process to all families with a child suspected to have a disability. This is done throughout the year in Head Start child recruitment efforts and meetings.

**(See "Attachment B" for disability service implementation)**



#### **IV. Confidentiality**

EOAC Head Start and Waco ISD may review the enrollment data on current students and previously enrolled students to verify those students' participation in the collaborative program. In rendering performance, hereunder, EOAC Head Start and Waco ISD will ensure compliance with all applicable statutory requirements relating to the confidentiality of education records set forth in the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. *et. seq.* EOAC Head Start and Waco ISD will have a system in effect to protect student records that are maintained in connection with the services provided pursuant to this agreement. EOAC Head Start and Waco ISD will not transfer or disclose any identifiable student education records to any third party or entity without the express written consent of someone authorized to act on behalf of the student. The Waco ISD may require EOAC Head Start to transfer a student record to another agency if the transfer is necessary to protect either the confidentiality of the record or the health or welfare of the student. EOAC Head Start and Waco ISD understands and agrees that no confidential information will be disclosed in any document intended for public disclosure.

#### **V. Collaboration Efforts**

1. EOAC Head Start and Waco ISD will utilize a weekly planning time for lesson plan development and preparation. The EOAC Head Start Teacher Assistant will assist with classroom coverage during the planning time. Lesson plans and supply lists will be provided to the Head Start Early Childhood Specialist weekly.
2. Staff training will be determined and coordinated by the Head Start Early Childhood Specialist and the responsible Waco ISD personnel based on needs assessments completed by EOAC Head Start staff and Waco ISD collaborative staff.
3. Meetings between Head Start administrator and district administrators will be held per the schedule in "Appendix A." Effort will be made to provide a joint-planning and meeting time to Waco ISD and Head Start teachers before the first day of school in August 2017.
4. Waco ISD teachers and principals will be invited to all Head Start staff meetings related to this collaborative.
5. Head Start teachers and administrative staff will be invited to all Waco ISD meetings related to this collaborative.
6. Head Start will provide all Head Start support services for children enrolled in this collaborative.
7. Waco ISD will provide breakfast and lunch to all students who qualify.



8. Head Start will provide tables, chairs, and serving dishes to accommodate family style meal service, if needed.
9. Head Start will provide snack for all students in this collaborative if not provided by the district.
10. Waco ISD will distribute and maintain all forms and records needed for the USDA School Lunch Program.
11. Head Start will purchase meals for Head Start staff from Waco ISD.
12. Head Start will provide a Special Services Manager, a Nutrition Manager, an Early Childhood Specialist, a Child Outcomes Support Monitor, a Health Manager and a Family and Community Partnerships Manager who will observe classrooms 3 times per year and share information with the Head Start Director and Principal on finding from the monitor.
13. Head Start will comply with screening, identification and services for children with disabilities in accordance with Waco ISD guidelines.
14. In accordance with IDEA, Waco ISD will provide special education services to all children who have Individual Education Plans (IEP) as determined by the district.
15. Waco ISD will provide space for family style meal services, if needed.
16. The Waco ISD school nurse will provide student services as needed.
17. Head Start will provide for the cost of two class field trips per year per classroom.
18. Document parent and community in-kind services to support Head Start's non-federal requirement.

## **VII. Physical Environment**

1. The Waco ISD teacher and Head Start teachers will work together to set up the classroom environment.
2. Head Start and Waco ISD will provide classroom furniture and equipment for classrooms.
3. Waco ISD and Head Start will provide access to the laminator and die cut machine for Head Start teachers.
4. Waco ISD will provide custodial services. Head Start will support custodial supplies for classrooms.

## **VIII. Communication with Parents and Parent Involvement**

1. Waco ISD and Head Start will coordinate to provide joint pre-k and Head Start registration and transition.
2. Waco ISD will publicize pre-k through public notices in English and Spanish in accordance with TEC 29.153, (e), page 192.
3. Waco ISD will provide pre-kindergarten enrollment packets to Head Start.

4. Student will be screened as they enroll throughout the school year. Under the following circumstances, they will be enrolled in Head Start:
  - a. the child qualifies by age
  - b. the family qualifies by income
  - c. there is space in one of the collaborative classrooms
  - d. the family chooses to participate
5. Head Start will work in collaboration with the school district to keep and maintain all student immunizations current or up-to-date.

#### **Ongoing Communication**

6. Head Start staff that receives parent concerns compliments, and complaints, will follow the district's policy and the Head Start complaint procedure.
7. The Child and Family Advocate will attempt to contact the family by 10 a.m. if the child is unexpectedly absent and parent has not contacted the school or Child and Family Advocate within one hour of start time.
8. Head Start Child and Family Advocate will contact families of students who are absent for 2 or more days by making a home visit.
9. Head Start teachers will conduct two family home visits and two parent conferences each year.

#### **IX. Management of Collaboration**

1. Head Start administrators and Waco ISD administrators will meet per the schedule in "Appendix A."
2. Waco ISD and Head Start will work together to meet the target attendance level for collaborative classrooms of at least 96% each day.
3. Waco ISD will provide general liability insurance for all pre-k children enrolled in this collaborative.
4. Head Start will provide general liability insurance for all children enrolled in this collaborative.
5. Waco ISD and Head Start will observe a communication/problem-solving protocol.
6. Head Start will provide a designated person to coordinate efforts between Waco ISD Principals and Head Start campus assigned staff.
7. Waco ISD and EOAC Head Start will work collaboratively to maintain compliance with all Child Care Licensing Standards as prescribed by the State of Texas and will post a copy of the current license to operate.
8. Waco ISD and EOAC Head Start will work collaboratively to actively recruit and enroll children with disabilities to meet the 10 percent disability enrollment requirement for Head Start.



## **X. Notices**

All notices required or permitted under this agreement may be given to a party personally or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given shall be deemed received when deposited in the United States mail so addressed with postage prepaid.

## **XI. Terms/Termination**

This agreement will be for a term of one (1) year, August 1, 2017 through June 10, 2018, unless earlier terminated as provided herein. At the end of each year, the agreement may be renewed for an additional term to be determined by the agreement of both parties. Termination of this agreement may be made by either party should funding cease. Such termination will be in writing with sixty (60) days' notice.

## **XII. Supplements, Modification or Waivers**

Any supplement, modification or waiver of any provision of this agreement must be in writing and signed by authorized representatives of both parties.

## **XIII. Miscellaneous Provisions**

- This agreement shall not serve to create a principal agent relationship, partnership or joint venture. Each party shall retain control over its own employees and agents.
- No party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers or employees as a result of entering this agreement.
- This agreement shall not benefit or obligate any person or entity that is not a party. The parties shall cooperate fully in opposing any attempt by any third party to claim any benefit, protection or other consideration under this agreement.
- Any notice required under this agreement must be in writing and directed to the following persons.

1. Waco Independent School District

Contact Person:

Yolanda Williams, Assistant Superintendent of Elementary Education  
Waco ISD Administration Bldg.  
501 Franklin Avenue  
Waco, TX 76703

Person Responsible for Implementing Agreement:

Sherry Smith,  
Director of Purchasing  
501 Franklin Avenue  
Waco, TX 76703

2. EOAC Head Start

Contact Person:

Debora A. Jones, Director  
EOAC Head Start  
500 Franklin Avenue  
Waco, TX 76701

Person Responsible for Implementing Agreement:

John Key, Executive Director  
EOAC  
500 Franklin Avenue  
Waco, TX 76701

- Either party may not assign this agreement without prior written consent of the other party.
- Both parties agree to abide by the rules and regulations or standards set by both law and regulatory agencies.

The Waco Independent School District and the EOAC Head Start program are agreed to enter the collaborative preschool agreement outlined above.

\_\_\_\_\_  
Dr. A. Marcus Nelson  
Superintendent of Schools -WISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yolanda Williams  
Assistant Superintendent of  
Elementary Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Key  
EOAC Executive Director/Superintendent

\_\_\_\_\_  
7-11-19  
Date

\_\_\_\_\_  
Debora A. Jones

Head Start/Early Head Start Director

\_\_\_\_\_  
7-11-17  
Date

## “Attachment A”

### **COLLABORATIVE CAMPUS 2017 – 2018**

**WEST AVE.            -2 CLASSROOMS**  
**SOUTH WACO        -2 CLASSROOMS**

#### **QUARTERLY MEETINGS**

Meetings will be scheduled with Head Start and Pre-K to train and inform all persons working with the Jump Start collaboration in stages (see timelines). The first planning meetings will include the Principals and Head Start Program Managers. The next meeting will include all Jump Start staff, the third meeting will be a combined group and the final meeting will be the administrator to plan for the next school year.

#### Timelines

##### **2017**

##### **April**

Meet to decide program model, evaluation model, and curriculum. Look at budgeting process for the 2017-2018 school year.

Head Start recruitment and enrollment (announce WISD/Head Start collaboration).

**May**   Round Up/Recruitment and Enrollment continue  
Begin ordering materials and supplies for classrooms  
Develop/Revise MOU for next year

##### **June**

Recruitment and Enrollment continues.

##### **July**

Dates for parent orientation for each campus  
Acceptance Letters  
Master list of combined ISD/HS students for Jump Start classrooms

##### **August**

Collaborative Head Start/WISD in-service for Jump Start staff  
Students begin school

##### **October**

Collaboration Meeting – Administrators  
Student Assessment/Pre-testing



November

Collaboration Meeting – Administrators

December

Collaboration Meeting – Jump Start Staff/Admin

**2018**

April

Collaboration Meeting – Admin

June

Evaluation of Jump Start Collaboration

**School Readiness – Assessment Data Review Monthly Mondays:**

**Time: (TBD)**

**Dates:**

September 11

October 9

November 6

December 11

January 16 (Tuesday)

February 12

March 19

April 9

May 7

Participants for School Readiness assessment meetings: Debora Jones, Dr. Konrad, Pre-K Coach, Head Start Mentor/Coaches and Head Start Education Management team.

## **“Attachment B”**

### **PROCEDURAL SAFEGUARDS**

The individual shall be afforded procedural safeguards and confidentiality of all identifiable information in accordance with Texas Education Code and federal regulation

The district shall:

- Implement all procedural safeguards in accordance with Texas and federal laws and regulations.
- Inform parents of legal rights and protections, including due process hearing and complaint procedures
- Inform Head Start of any due process hearing, of grievances of children and families who are provided special education by the District and enrolled in Head Start.
- With parent's written consent, provide information to Head Start.

Head Start shall:

- Ensure that all procedural safeguards in accordance with Texas and federal laws and regulations are implemented.
- Inform parents of legal rights and protections
- With parent's written consent, Head Start will provide information to the District.
- Participate in the meetings and assist in the development of an IEP for children eligible for special education.
- Facilitate active involvement of parents/guardians.
- Coordinate review of both agencies.
- Provide space for the team meetings.
- Provide location for Occupational Therapy/Speech/Physical Therapy if students are not enrolled with Waco ISD and the family determines to have services provided at Head Start through Proportionate share funds until these funds are depleted.



## **TRANSITION**

The child with exceptional needs and his or her parents shall have the benefit of a uniform transition plan from Head Start to the local public school.

The District shall

- Establish a system to ensure a smooth transition of children with disabilities from Head Start center sites to public schools.
- With parent's consent, provide to Head Start by October 15<sup>th</sup>, the new school of attendance for Head Start students receiving special education services through the district.

Head Start shall:

- Participate on the preschool transition committee
- Provide the District with a list of 4-year old children who will transition from Head Start by June 15th.
- Assist the District in establishing a transition plan for Head Start students transitioning to public school
- Update the list of identified special education students attending Head Start, home address, emergency information and telephone number.

## **AREAS OF COORDINATION AND COOPERATION (1302.63)**

1. Information on children enrolled in Head Start and/or jointly enrolled children will be shared with written consent of the parent/guardian. This information would include the Head Start developmental screenings, contractual screenings/evaluations, physician referrals, etc. in accordance with the Head Start Performance Standards Part (1302.63(c)(i).
2. A copy of a Head Start Referral and Treatment Record will be sent to Waco ISD when referring a child for further evaluation. Upon completion of the evaluation, the school will complete and return the Head Start referral form with notification if special services are necessary.
3. Waco ISD may refer eligible children to the Head Start program either orally or in writing at any time throughout the year.
4. Waco ISD may request a Head Start representative to attend the IEP meeting of a child being considered for Head Start enrollment to explain Head Start service. All information shared will remain confidential.
5. Waco ISD will notify Head Start either in writing, electronically or by phone of Placement Committee Meetings, IEP meetings or IEP review meetings for any child receiving joint services.

6. An Individual Education Plan (IEP) will be collaboratively developed for each jointly placed child identified with a disability at a staffing which includes the child's parent or legal guardian, public school staff, Head Start staff and other appropriate service providers.
7. Services for jointly placed children with disabilities including the purchase of necessary equipment may be cooperatively shared as agreed upon at joint IEP meetings.
8. Staff working with jointly placed children with disabilities will meet monthly.
9. Planning for the transition of each child with disabilities will be discussed during the IEP review. (1302.71)
10. Waco ISD staff may be used on a consultation basis for children served in Head Start inclusive of preschool psychological screening, assessment and observation. Written recommendation provided by Waco ISD staff will be used by Head Start teaching staff to meet the individual needs of the child/children. All information will remain confidential.

Waco ISD and Head Start agree to share information on training and in-services to facilitate joint training whenever appropriate. (1302.71(2)(iii)).

#### **"ATTACHMENT C"**

Administration for Children and Families (ACF) – Memorandum of Understanding  
Interagency Agreement Overview (Pg. 13-14) – Orientation Guide for Head Start

**Waco Independent School District**  
**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** S. Trotts/K. Wilson

**RE: Discussion and possible action to approve a memorandum of understanding with the McLennan County Junior College District for college credit coursework and educational support of the Certified Nurse Aide Program at the Greater Waco Advanced Health Care Academy (GWAHCA)**

=====

**Background Information:**

The Waco ISD seeks to participate in an interlocal agreement, via a memorandum of understanding, with the McLennan County Junior College District (MCC) for the Greater Waco Advanced Health Care Academy (GWAHCA). This participation would allow for participation in both dual credit courses for GWAHCA students as well as continuing education support for the Certified Nurse Aide Training and Competency Education Program (NATCEP).

MCC will provide oversight for the GWAHCA Certified Nurse Aide program at a cost of \$12,600 per academic year. MCC will also provide the following services for the rates shown on an as-needed basis:

- hands on or clinical service at a cost of \$132 per student;
- CPR and First Aid certification training at a cost of \$50 per student; and
- classroom or Didactic instruction at a cost of \$136 per student.

The agreement will be in effect from the date that it is signed by both parties and shall terminate on June 30, 2019.

**Fiscal Implications:**

The cost of these services have been budgeted in the 2017-18 budget for GWAHCA.

**Administrative Recommendation(s):**

The Administration recommends the Board of Trustees approve the Memorandum of Understanding with the McLennan County Junior College District for college credit coursework and educational support of the Certified Nurse Aide program at the Greater Waco Advanced Health Care Academy (GWAHCA), as presented.

Memorandum of Understanding between  
McLennan County Junior College District and Waco ISD  
Greater Waco Advanced Health Care Academy

This document is executed as a Memorandum of Understanding (MOU) between McLennan County Junior College District, an Institution of Higher Education (herein referred to as MCJCD), and the Waco Independent School District, a local public school, which are both located in McLennan County, Texas. It has been developed for the support of the Greater Waco Advanced Health Care Academy (GWAHCA).

WHEREAS, the purpose of this agreement is to outline the collaboration of the parties, as listed above, in support of Waco ISD's GWAHCA;

WHEREAS, the parties to this MOU desire to begin the partnership in the fall of the 2015 academic year;

WHEREAS, both Waco ISD and MCJCD are willing and able to facilitate development of this program to benefit students seeking careers in the health professions;

WHEREAS, MCJCD and Waco ISD are authorized by state law to establish and enter into agreements for concurrent enrollment programs;

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

**Purpose**

This school, serving grades 11-12, will offer students the opportunity to begin training for a career in the health professions. While attending GWAHCA, these students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as healthcare professionals, and the academic and technical skills necessary to achieve success in these and other arenas.

**Term**

Subject to approval of this agreement by the ISD and MCJCD, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU ("Commencement Date") and shall expire on June 30, 2019 ("Expiration Date"). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the MOU is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as ("Initial Term"). Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term ("Renewal Term"). As used in this MOU, the term ("Term") shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU at any time on notice by either party as set forth on page 5 below.

**College Credit Coursework (Dual Credit)**

- A. GWAHCA students will comply with all current dual credit policies and regulations at McLennan in order to enroll in college credit courses.



Memorandum of Understanding between  
McLennan County Junior College District and Waco ISD  
Greater Waco Advanced Health Care Academy

- B. Students enrolling in college credit courses at GWAHCA will complete the standard dual credit enrollment paperwork. Students not from Waco ISD should submit paperwork signed by a representative of that ISD.
- C. GWAHCA college credit courses will meet or exceed medical standards of practice and students will comply with all relevant healthcare standards and regulations applicable to the course and its content.
- D. College credit courses to be offered at GWAHCA will be selected by Waco ISD and MCJCD personnel in accordance with the needs of the students and the state regulations governing dual credit. Scheduling of those courses will be agreed upon mutually, taking into consideration both the GWAHCA daily class schedule and the MCJCD class schedule.
- E. Waco ISD and GWAHCA's ISD partners will add the selected college credit courses to their dual credit agreements with MCJCD.
- F. The MCJCD minimum enrollment number will be met for a college credit course at GWAHCA to proceed.
- G. Courses taught by faculty sent from McLennan Community College will be comprised of dual credit students only.
- H. College credit courses at GWAHCA may be taught by qualified Waco ISD faculty. Such faculty members will apply to MCJCD as adjunct instructors and must be approved by MCJCD. ISD faculty hired to teach for MCJCD in this manner will be paid under letter of agreement with Waco ISD at the standard adjunct rate.
- I. MCJCD agrees to waive tuition and standard fees for students identified as economically disadvantaged according to the established guidelines for the MCJCD dual credit tuition waiver. Tuition and fees for the remaining students who do not qualify for MCJCD tuition waivers will be the responsibility of the student according to home district policy. Each semester Waco ISD will submit the tuition voucher form, available on the MCJCD dual credit website, detailing which students and which courses are to be billed to the district.

**Continuing Education Coursework**

- A. The McLennan Community College Certified Nurse Aide Program is a state-approved program under the jurisdiction of the Texas Department of Aging and Disability Services (DADS). Certified Nurse Aides candidates must complete training, the evaluation program, and have acceptable legal and professional backgrounds to become a Certified Nurse Aide.

Memorandum of Understanding between  
McLennan County Junior College District and Waco ISD  
Greater Waco Advanced Health Care Academy

- B. To complete the McLennan Community College Nurse Aide Training and Competency Evaluation Program, or NATCEP a student must complete 112 clock hours of instruction. The instruction consist of 68 hours of classroom training that does not include direct resident care and 44 hours of hands-on or clinical skills training in an approved nursing facility. DADS requires each approved program to have a program director and supplemental instructors approved in accordance to statute.
- C. McLennan Community College will provide program oversight of the GWAHA Program. **Program Oversight** will consist of the following:
1. Maintain compliance with all licensing, credentialing, student testing, and regulation required to designate the Greater Waco Advanced Health Care Academy (GWAHCA) as an approved training provider.
  2. Monitor and document the completion of 112 clock hours of training consisting of 68 classroom hours and 44 hours hands-on or clinical skills training hours for each student enrolled in the program.
  3. Provide an approved NATCEP training facility to accommodate to completion of the 44 hand-on or clinical skills training.
  4. Ensure the 112 clock hours of instruction are taught using a curriculum established by the DADS and approved by McLennan Community College and GWAHCA.
  5. Provide a Program Director that meets the requirements of §94.5(a) and (b) of the Texas Administrative Code (relating to Program Director, Program Instructor, Supplemental Trainers, and Skills Examiner Requirements).
  6. Program director will select and supervise any program instructors.
  7. Ensure that all program instructors meet the NATCEP requirements as stated in the TEA 94.5 relating to Program Director, Program Instructor, Supplemental Trainers, and Skills Examiner Requirements.
  8. Submit the necessary documentation for each program instructor to DADS for approval to teach in the GWAHCA training site and nursing home clinical site.
  9. Deliver CPR and First Aid certification training to students prior to participating in hands-on or clinical instruction at a cost of \$50 per student if not completed by GWAHCA instructors.
  10. Register all students and maintain a continuing education transcript.
  11. Provide a certificate of completion for students who successfully complete the program.

Memorandum of Understanding between  
McLennan County Junior College District and Waco ISD  
Greater Waco Advanced Health Care Academy

12. McLennan Community College will provide Program Oversight for the  
GWAHA Nurse Aide program at a cost of \$12,600 per academic year.

**D. Classroom or Didactic Instruction requirements:**

1. Consist of the 68 clock hours of instruction that does not involve direct resident care and is typically conducted in a classroom setting.
2. Instruction is conducted by an approved DADS instructor or program director.
3. An instructor to student ratio of 20 students per instructor.
4. McLennan Community College will provide Classroom or Didactic Instruction at a cost of \$136 per student (if needed).

**E. Hands-on or Clinical Instruction requirements:**

1. Consist of the 44 clock hours of resident care in a nursing facility
2. Instruction is conducted by an approved DADS instructor or program director.
3. An instructor to student ratio of 10 students per instructor.
4. McLennan Community College will provide hands on or clinical at cost of \$132 per student as needed based on the number of GWAHCA

**Instructional Materials**

Students enrolled in MCJCD courses will use instructional materials adopted by MCJCD. MCJCD will not provide textbooks or other instructional materials.

**Instructional Calendars**

MCJCD and GWAHCA personnel will work together to resolve conflicts in instructional calendars. Personnel will ensure that all required contact time for the college credit courses is met.

**Facilities**

GWAHCA will provide faculty and students the facilities and technology necessary to support a college learning environment. Students will have access to MCJCD email, Blackboard, WebAdvisor, and the MCJCD Library from GWAHCA computers. Use of MCJCD computers will be subject to MCJCD computer use policies.

**Points for Competitive MCJCD Health Programs**

Students who successfully complete the course of study at GWAHCA may be eligible for additional points in competitive entry programs at MCJCD.

**Indemnification**

To the extent authorized by law, in consideration of the performance both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants and employees of the other party from and against any and all claims

Memorandum of Understanding between  
McLennan County Junior College District and Waco ISD  
Greater Waco Advanced Health Care Academy

and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act or omission of the other party.

**Amendment**

The Parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

**Severability**

If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**Termination**

This agreement and partnership may be terminated by either party upon ninety (90) days written notice to the other party. In the event of termination during the initial term of this agreement, the effective date of termination shall be as of June 30, 2019 following the notice. It is the intent of the parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of Waco ISD GWAHCA, unless the parties mutually agree.

**Nondiscrimination**

Neither MCJCD nor Waco ISD will discriminate on the basis of sex, race, age, handicap, color, or national origin in its educational and vocational programs, activities or employment as required by Title IX, Section 504 and Title VI.

McLennan Community College provides equal educational opportunities to all individuals and does not discriminate against any individual regardless of race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category in its educational programs, activities, or employment.

<http://www.mclennan.edu/employees/policy-manual/docs/E-XXXIV.pdf>



Memorandum of Understanding between  
McLennan County Junior College District and Waco ISD  
Greater Waco Advanced Health Care Academy

This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.

Waco Independent School District

McLennan Community College

\_\_\_\_\_  
Dr. Marcus Nelson  
Superintendent

\_\_\_\_\_  
Dr. Johnette McKown  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Waco Independent School District**  
**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** Sheryl Davis

**RE: Discussion and possible action to approve a backup submitter for access to TEA secure applications**

=====

**Background Information:**

As Primary Request Submitters, district Superintendents provide the first line of approval for access to the Texas Education Agency's Secure Environment (TEASE) applications. In larger organizations, the Superintendent may wish to approve a backup request submitter to ensure that staff requests are processed in a timely manner. A Primary Request Submitter Designee provides backup support to the district Superintendent for submitting requests for all applications.

Delegating this level of authority requires Board approval. Approval for backup submitters must be made on a calendar year basis and the access will be terminated on calendar year from the Board approval date.

The Superintendent wishes to appoint Sheryl Davis, Chief Financial Officer, as the Primary Request Submitter Designee.

**Fiscal Implications:**

None

**Administrative Recommendations:**

The Administration recommends that the Board of Trustees approve Sheryl Davis, Chief Financial Officer, as the Primary Request Submitter Designee for TEA Secure Environment applications, as presented.

**Waco Independent School District**

**Board of Trustee Meeting Agenda Item**

**Date:** August 24/31, 2017

**Contact Person:** S. Trotts/R.McDurham

**RE: Discussion and possible action to approve a cost share agreement  
between Waco ISD and Communities-in-Schools**

=====

**Background Information:**

The Waco ISD and Communities-in-Schools of the Heart of Texas (CIS) have annually entered into a cooperative cost-sharing effort to provide school-based support services to students and their families in an effort to bolster their level of academic success. CIS is a research-based dropout prevention program with a foundation of integrated student support systems. CIS provides intensive case management and family support to at-risk students during the academic year. The CIS model relies heavily on a three-tiered approach: school-wide prevention, targeted services, and individualized early intervention services.

The ten schools receiving these services are Bell's Hill Elementary, Brook Avenue Elementary, Cedar Ridge Elementary, Provident Heights Elementary, Carver Middle School, Cesar Chavez Middle School, Indian Spring Middle School, Tennyson Middle School, University High School, and Waco High School. A report on student outcomes for the 2016-17 school year is attached.

In addition to the regular mentoring services offered by CIS, additional services will be provided at Waco High School, Indian Spring Middle School, Provident Heights Elementary School, and Brook Avenue Elementary School through the Community Youth Development Program. These campuses will receive additional leadership curriculum for those students who are at risk for juvenile delinquency.

The cost to the District for CIS programming is \$30,000 per campus, which includes \$8,419 in managerial costs (indirect costs), for a total cost to the District of \$300,000. The District will pay CIS in ten equal payments of \$30,000.

A breakdown of the site budget is attached as well as a copy of the proposed agreement.

**Fiscal Implications:**

Waco ISD will assume a total of \$300,000 which represents 46% of the total cost associated with the implementation of CIS programming on ten campuses. State Compensatory Education Funds will be used from the appropriate campus and/or department budget.

**Administrative Recommendation(s):**

The Administration recommends that the Board of Trustees approve the cost share agreement between Waco ISD and Communities in Schools, as presented.

## Waco ISD Report

### 2016-2017 CIS-HOT Student Outcomes

CIS-HOT students promotion rate	<u>94%</u>
CIS-HOT eligible senior graduation rate	<u>81%</u>
CIS-HOT students significantly improved in targeted service area	<u>80%</u>


\*Official outcomes from TEA are not released until September 2017

### 2016-2017 School Year Service Report

Students served with the national CIS model of case management	<u>1,850</u>
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<b>Most Common Services Provided</b>	<b># of Service Hours*</b>
○ Academic Support/Tutoring Services (all subjects)	<u>9,087</u>
○ Tutoring	<u>6,274</u>
○ College & Career Readiness	<u>2,326</u>
○ Total Supportive Guidance Services	<u>18,681</u>
○ Health & Human Services	<u>2,969</u>
○ Parent & Family Engagement	<u>1,257</u>

\*This breakdown does not include all service hours logged

<b>REVENUE</b>			
Texas Education Agency	\$34,553		
ISD Cost Share Per Campus	\$30,000		
<b>Total</b>	<b>\$64,553</b>		
<b>Communities In Schools of the Heart of Texas Site Budget</b>			
<b>Line Item</b>	<b>Amount</b>	<b>Notes</b>	
<b>SALARIES</b>			
Site Coordinator	\$35,000	100%	
Program Director	\$4,443	5%	
Chief Operations Officer	\$1,135	5%	
Chief Strategy Officer	\$1,135	5%	
Volunteer Director	\$1,128	5%	
Dir of HR & Admin	\$594	5%	
Data Entry Spec (PT)	\$133	5%	
<b>\$43,568</b>			
<b>FRINGE</b>			
Payroll Taxes	\$3,522		
WC	\$194		
Retirement	\$625		
Health Insurance	\$5,227		
EAP	\$58		
Life Insurance	\$28		
<b>TOTAL</b>			<b>\$9,654</b>
<b>GENERAL</b>			
Supplies/Postage	\$465	General Office - \$150    Copies - \$105 Postage - \$5mth x 12mths = \$60    Program Supplies - \$15mth x 10mths = \$150	
Computer/Printer	\$750	Computer - \$625; Printer - \$125	
Criminal Bckgrd Check	\$78	Finger print criminal history check	
Telephone	\$147	PD - Landline-\$35mth = \$35 x .10 x 12mths = \$42; SDP - Landline-\$35mth = \$35 x .05 x 12mths = \$21; SDOP Landline-\$35mth = \$35 x .05 x 12mths=\$21; VD Landline-\$35mth = \$35 x .05 x 12mths=\$21; DHR&A - Landline-\$35mth = \$35 x .05 x 12mths=\$21; DES - Landline-\$35mth = \$35 x .05 x 12mths=\$21	
Travel	\$214	Local Travel - 35 miles x .51mi x 12mths = \$214	
Training	\$200	Training for CEUs - \$100; Ethics Training - \$100;	
Equipment M&R	\$225	\$75hr x 3hrs = \$225	
Rent	\$134	PD - \$1,337yr x .10 = \$134	
<b>TOTAL</b>			<b>\$2,213</b>
<b>OTHER</b>			
Printing/Media	\$28	Business Cards- \$28	
Work Study	\$284		
Special Activities	\$150	\$15mth x 10mths = \$150	
Liability Insurance	\$237	Est. 4% of clients served; Est. premium \$3,200 x .04 - \$128	
<b>TOTAL</b>			<b>\$699</b>
<b>ADMINISTRATIVE</b>			
	\$8,419	15% of Direct Costs - \$56,134 x .15 = \$8419	
<b>TOTAL</b>			<b>\$8,419</b>
	<b>\$64,553</b>		



**Contract for Communities In Schools of the Heart of Texas Support Services**  
**2017-2018 School Year**

The Texas Education Agency (“TEA”) administers the Communities In Schools (“CIS”) program in accordance with the Texas Education Code §33.152 and provides guidance to local CIS programs for implementation of programs statewide based on a model designed for Texas.

The primary goals of CIS are to help students who demonstrate early warning signs for dropping out of school, to improve in academics, attendance, and/or behavior and, ultimately, to stay in school and graduate.

**Parties to Contract**

This contract is entered into by and between the **Waco Independent School District**, hereinafter referred to as “District”, and **Communities In Schools of the Heart of Texas**, a 501(c)3 non-profit organization, hereinafter referred to as “CIS”.

The Parties agree to enter into a cooperative effort to provide school-based support services to at-risk students and their families.

**In support of this contract, CIS shall:**

1. Fully implement and adhere to CIS program requirements on each campus served by CIS, in accordance with the guidance provided by the Texas Education Agency which has established rules and procedures for the operation of the program.
2. Provide overall management and supervision of CIS programs and employees on named District campuses. CIS employees assigned to District campuses are responsible for developing, implementing, and managing the CIS program and activities under the direction of the CIS Executive Director and the CIS Board of Directors. While CIS employees are an additional resource and support to the campus, TEA requirements as well as CIS responsibilities restrict them from accepting additional duties generally fulfilled by District employees (administrative, clerical, substitute teacher, or otherwise). However, CIS staff are willing to show their support by assisting the campus in other ways.
3. Follow the calendar of the assigned District. All CIS employees are classified by the U.S. Department of Labor and the Texas Workforce Commission as non-exempt. No CIS employee may work overtime (more than 40 hours per week) without the prior and expressed authorization from the CIS Executive Director.
4. Develop and provide the principal of the assigned campus with a CIS Campus Plan. The CIS Campus Plan is an annual, formal written agreement developed by CIS and signed by the principal, which contains all the information, requirements, standards, processes, and forms necessary to develop a plan that reflects the service needs of a campus and its students, as well as all of the services that will be provided to students and their families. The CIS Campus Plan includes an Agreement which addresses the role of CIS in the Campus Improvement Plan, the access to student records that CIS will have, the sharing of student data, CIS responsibilities, school responsibilities, reporting of data, and any other issues critical to the success of the CIS program.

5. Implement the Texas Education Agency's Case Management Model utilizing the full array of the following six (6) component services to meet the diverse needs of CIS students and their families:
  - Supportive Guidance/Counseling
  - Health & Human Services
  - Academic Support
  - Enrichment Activities
  - Parent and Family Engagement
  - Career and College Readiness
6. Provide multidisciplinary case management for students and coordinate the resources of the community to benefit students and families. Per TEA requirements, each full-time CIS Site Coordinator is required to case manage no more than 100 at-risk students.
7. Ensure the integrity of the CIS program service delivery initiatives by providing training and support (managerial, administrative, logistical and technical) to all CIS staff assigned to District campuses.
8. Provide periodic progress reports to the District's CIS Board Representative as well as an annual report of program outcomes.
9. Safeguard all student data and information according to TEA policy for CIS programs as well as federal and state laws, specifically FERPA, HIPPA, and HB300.

**In support of this contract, the District shall:**

1. Facilitate and support the implementation and adherence to CIS program requirements on each campus served by CIS.
2. Allow CIS Staff to obtain written parental consent to access student records and render services using the official Texas Education Agency Parent Consent and Release of Information forms.
3. Allow CIS, with written parental consent, access to student information such as school records, test scores, attendance, free/reduced lunch status, at-risk list, public assistance status, and grades.
4. Allow CIS, in the absence of written parental consent, but acting at the request and on behalf of the District/Campus, access to student information in order to provide services. This allows the local CIS program to provide crisis type services, at the request of a school official, until a signed Parental Consent- Release of Information (PC-ROI) form is obtained.
5. Identify CIS as a Contract Provider who will be granted access to student data and listed in the District's FERPA notification to parents, i.e.; "Code of Conduct Book", "Student Handbook", etc.
6. Include CIS as a partner in addressing dropout issues and is so written into the District and Campus Improvement Plans (note: TEA requires that CIS be included in the District and Campus Improvement Plans).
7. Provide each CIS Staff with office space, to include: a computer with internet and District software programs access (to facilitate communication and student data retrieval), office furniture, phone, printer/access to a printer, janitorial services, maintenance/repair, and utilities.
8. Assist with distribution and collection of Parent Consent Forms by adding the CISHOT PC-ROI in all Campus Registration Documents – electronic or paper



**CIS Support Services will be provided by 10 full-time professional staff at the following campuses:**

- Bell's Hill Elementary
- Brook Avenue Elementary
- Cedar Ridge Elementary
- Provident Heights Elementary
- Carver Middle School
- Cesar Chavez Middle School
- Indian Spring Middle School
- Tennyson Middle School
- University High School
- Waco High

**Total cost for the CIS Support Services in Waco ISD for 2017-2018 - \$645,530 of which:**

- CIS agrees to pay \$345,530, which represents 54% of the total cost
- Waco ISD agrees to pay \$300,000, which represents 46% of the total cost. The District will pay CIS in ten equal installments (\$300,000 in 10 payments of \$30,000).

Timeline: 9-1-2017 contract signed and due back to CIS  
9-1-2017 CIS will send first invoice to District

The term of this agreement shall be from September 1, 2017 through August 31, 2018, which is automatically extended for one calendar year on the first day of every August, unless one or both parties request modification of, or the cancellation of this Memorandum, prior to June 30 of any year. Either party may cancel this MOU if thirty days written notification is provided to the other party.

**Waco Independent School District**

Dr. Marcus Nelson		
Superintendent, WISD	Signature	Date

**Communities In Schools of the Heart of Texas**

Mike Harper		
Executive Director, CIS-HOT	Signature	Date

**Waco Independent School District**  
***Board of Trustees Meeting Agenda Item***

**Date:** August 24/31, 2017

**Contact Person:** Elaine Botello

**RE: Discussion and possible action to approve teacher appraisers for  
2017-2018 School Year**

=====

**Background Information:**

The Board of Trustees initially approved T-TESS appraisers who have been designated to conduct teacher appraisals on July 27, 2017 and August 3, 2017. The following campus administrators recently completed the T-TESS appraiser training and are eligible to serve as T-TESS appraisers for the 2017-2018 school year:

Lauren Frasure  
Mary Nied Phillips  
Jennifer Kunz

**Fiscal Implications:**

none

**Administrative Recommendations:**

The administration recommends approval of the 2017-2018 T-TESS appraisers listed above.

**Waco Independent School District**  
***Board of Trustees Meeting Agenda Item***

**Date:** August 24/31, 2017

**Contact Person:** Yolanda Williams

**RE: Discussion and possible action to approve Local Policy Updates –  
District of Innovation Plan**

=====

**Background Information:**

LOCAL policies are being revised to align with the Waco ISD District of Innovation Plan.

HB 1842 was passed during the 84<sup>th</sup> Texas Legislative Session (2015) and provides Texas public school districts the opportunity to be designated as Districts of Innovation. Districts of Innovation may be exempted from a number of state statutes and will have:

- Greater local control as the decision makers over the educational and instructional model for students;
- Increased freedom and flexibility, with accountability, relative to state mandates that govern educational programming; and
- Empowerment to innovate and think differently.

The Waco ISD District of Innovation Committee worked through the summer to research and develop the draft District of Innovation plan. On February 6, 2017, the Quality District Advisory Committee held a public meeting and then approved the DOI plan be moved forward for Board of Trustee review and possible adoption. The Quality District Advisory Committee approved plan was posted on the WISD website on February 7, 2017 for a thirty-day public comment period.

The Board conducted a public hearing on March 16, 2017 and approved the Waco ISD District of Innovation Plan.

**Fiscal Implications:**

**None**

**Administrative Recommendations:**

Administration is seeking Board approval of the revised LOCAL policies related to the Waco ISD District of Innovation Plan.

## PROPOSED POLICY

In accordance with state law, the District has completed all requirements for designation as an innovation district, and the Board has adopted an [innovation plan](#).<sup>1</sup>

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<sup>1</sup> Innovation Plan:

<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED REVISIONS

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**Note:** This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>

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### STATE TEACHER CERTIFICATION

In accordance with the District's innovation plan, the District shall be exempt from the state law that generally requires school districts to hire teachers who are appropriately certified by the State Board for Educator Certification.

Any teacher in the District shall be allowed to apply to the District and his or her campus principal to teach certain courses that are in subjects or grade levels outside his or her areas of certification but for which the teacher has college hours and expertise.

All other teaching assignments shall require certification in accordance with state law. [See DK]

### UPDATING CREDENTIALS

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the District:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

### CONTRACT PERSONNEL

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

### SOCIAL SECURITY NUMBER

The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

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<sup>1</sup> Innovation Plan:  
<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED POLICY

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**Note:** This local policy has been revised in accordance with the District's [innovation plan](#).<sup>1</sup>

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MAXIMUM  
PROBATIONARY  
CONTRACT PERIOD

In accordance with the District's innovation plan, the District shall be exempt from the state law regarding the maximum length of time an experienced teacher may be employed on a probationary contract. The District shall apply this exemption to teachers hired after January 1, 2017.

For a teacher with no teaching experience prior to employment with the District, the District may issue as many as five one-year probationary contracts.

The District may issue as many as three one-year probationary contracts to a teacher who has experience as a teacher in public education preceding employment by the District.

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<sup>1</sup> Innovation Plan: <http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED REVISIONS

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**Note:** [This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>](#)

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### SUPERINTENDENT'S AUTHORITY

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

### CAMPUS ASSIGNMENTS

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

[In accordance with the District's local innovation plan exemption regarding SBEC certification, the principal shall have the authority to assign a certified teacher to teach certain courses that are in subjects or grade levels outside his or her areas of certification but for which the teacher has college hours and expertise. The District shall provide notice to parents regarding such assignments, as required by law.](#)

[All other teaching assignments shall require certification in accordance with state law. \[See DBA\]](#)

### ASSIGNMENT OF EMPLOYEES RELATED TO ONE ANOTHER

An employee shall not be assigned to a school or department if the employee is related, within the second degree by blood or marriage, to an administrator in that school or department.

Employees who are related by blood or marriage within the second degree shall not be assigned to positions where one directly supervises the other.

### SUPPLEMENTAL DUTIES

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid

ASSIGNMENT AND SCHEDULES

DK  
(LOCAL)

WORK CALENDARS  
AND SCHEDULES

supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

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<sup>1</sup> [Innovation Plan:](#)

<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>



## PROPOSED REVISIONS

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**Note:** This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>

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SCHOOL START AND  
END DATES

In accordance with the District's innovation plan, the District shall be exempt from state laws that generally require instruction for students to begin no earlier than the fourth Monday in August and prohibit scheduling the last day of school prior to May 15.

SCHOOL CALENDAR

The Superintendent shall be authorized to approve variations from the Board-adopted school calendar, as necessary.

SCHOOL CLOSURE

The Board delegates to the Superintendent the authority to close schools for reasons of public health and safety.

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<sup>1</sup> Innovation Plan: <http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED REVISIONS

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**Note:** This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>

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### MINUTES OF INSTRUCTION

In accordance with the District's innovation plan, the District shall be exempt from state laws requiring an instructional day to consist of seven hours or 420 minutes.

The Board-adopted school calendar shall provide 75,600 instructional minutes in accordance with state law.

### LOSS OF CLASS TIME

The District shall not remove a student from a regularly scheduled class for tutoring or test preparation for more than ten percent of the school days on which the class is offered without a parent's written consent.

### INTERRUPTIONS

In accordance with the District's innovation plan, the District shall be exempt from the state law limiting interruptions of classes during the school day.

~~The District shall limit nonacademic activities that interrupt and distract from the academic process and shall enforce the following restrictions:~~

- ~~1. Announcements, other than emergency announcements, shall be made over the public address system only once during the school day.~~
- ~~2. Selling or solicitation shall not be permitted during class time. [For fundraising activities, see FJ]~~

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<sup>1</sup> Innovation Plan:  
<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED POLICY

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**Note:** This local policy has been revised in accordance with the District's [innovation plan](#).<sup>1</sup>

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### CLASS SIZE RATIO

In accordance with the District's innovation plan, after the first six-week period of a school year, the District shall be exempt from the state law requiring a district to request a waiver from TEA and notify parents when a class in kindergarten–grade 4 exceeds the required 22:1 student-to-teacher ratio. However, the District shall notify the parents of students in the affected classroom.

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<sup>1</sup> Innovation Plan: <http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED REVISIONS

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**Note:** This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>

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Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

### EXCUSED ABSENCES

In addition to excused absences required by law, the District shall excuse absences for the following purposes.

#### HIGHER EDUCATION VISITS

In accordance with the District's innovation plan, the District shall be exempt from the state law that limits the number of absences the District may excuse for a student who is visiting accredited institutions of higher education.

The District shall establish the number of absences that may be excused ~~excuse a student for up to two days~~ during a ~~the~~ student's junior year and ~~up to two days during the student's senior year~~ for the purpose of visiting ~~to visit~~ an accredited institution of higher education. A student shall be required to submit verification of such visits in accordance with administrative regulations.

#### EARLY VOTING OR ELECTION CLERK

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. A student shall be required to submit verification of service in accordance with administrative regulations.

[For extracurricular activity absences, see FM.]

### WITHDRAWAL FOR NONATTENDANCE

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

### STUDENTS ATTENDING HOMESCHOOLS

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LOCAL)

and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

ENFORCING  
COMPULSORY  
ATTENDANCE

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

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<sup>1</sup> Innovation Plan:  
<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED REVISIONS

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**Note:** This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>

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ATTENDANCE  
ACCOUNTING SYSTEM

The Superintendent shall be responsible for maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

ATTENDANCE  
RECORDING TIME

In accordance with the District's innovation plan, the District shall be exempt from state law and rules that establish the time of day for taking attendance, as well as certain requirements in state law regarding truancy prevention plans.

Each campus site-based committee shall determine and recommend for Board approval the appropriate official attendance time/period for their respective campus. The District shall develop guidelines for the minimum number of minutes a student must be in attendance during a school day in order to be counted in attendance for the purposes of compulsory attendance, attendance accounting, and requirements related to truancy prevention measures. [See also FEA and FED]

~~ALTERNATIVE  
RECORDING TIME~~

~~When appropriate, the Superintendent shall establish written procedures permitting a campus to specify an alternative time for taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus. The alternative time for recording attendance shall be determined in accordance with TEA's Student Attendance Accounting Handbook.~~

PARENTAL CONSENT  
TO LEAVE CAMPUS

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

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<sup>1</sup> Innovation Plan:  
<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>



## PROPOSED REVISIONS

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**Note:** This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>

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In accordance with the District's innovation plan, the District shall be exempt from state law regarding minimum attendance for credit or a final grade.

The teacher of record and the principal shall have authority to award credit or a final grade to a student who has not been present at least 90 percent of the days a course or subject is offered, but has a grade average of 80 or higher in the course or subject.

~~This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.~~

### CONSIDERATION OF ALL ABSENCES

~~All absences shall be considered in determining whether a student has attended the required percentage of days under this policy.~~

### ATTENDANCE COMMITTEES

~~The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.~~

~~The Superintendent or designee shall make the specific appointments in accordance with legal requirements.~~

### PARENTAL NOTICE OF EXCESSIVE ABSENCES

~~A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.~~

### METHODS FOR REGAINING CREDIT OR AWARDING A FINAL GRADE

~~When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.~~

~~If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.~~

~~Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.~~

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

	<p><del>The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.</del></p> <p><del>Students who have lost credit or have not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.</del></p>
<del>PERSONAL ILLNESS</del>	<p><del>When a student's absence for personal illness exceeds five consecutive days, the principal or attendance committee may require that the student present a statement from a physician or health clinic verifying the illness or condition that caused the student's extended absence from school as a condition of classifying the absence as one for which there are extenuating circumstances.</del></p> <p><del>If a student has established a questionable pattern of absences, the principal or attendance committee may require that a student present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.</del></p>
<del>GUIDELINES ON EXTENUATING CIRCUMSTANCES</del>	<p><del>The attendance committee shall adhere to the following guidelines to determine attendance for award of credit or a final grade:</del></p>
<del>DAYS OF ATTENDANCE</del>	<p><del>1. If makeup work is completed satisfactorily, excused absences that are allowed under compulsory attendance requirements shall be considered days of attendance for award of credit or final grade. [See FEA(LEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS.]</del></p>
<del>TRANSFERS/ MIGRANT STUDENTS</del>	<p><del>2. A transfer or migrant student incurs absences only after his or her enrollment in the District.</del></p>
<del>DOCUMENTATION</del>	<p><del>3. The committee shall consider the acceptability and authenticity of documented reasons for the student's absences.</del></p>
<del>CONSIDERATION OF CONTROL</del>	<p><del>4. The committee shall consider whether the absences were for reasons out of the student's or parent's control.</del></p>
<del>STUDENT'S ACADEMIC RECORD</del>	<p><del>5. The committee shall consider whether or not the student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.</del></p>

ATTENDANCE  
ATTENDANCE FOR CREDIT

FEC  
(LOCAL)

<del>INFORMATION FROM STUDENT OR PARENT</del>	<del>6. The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.</del>
<del>BEST INTEREST STANDARD</del>	<del>In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.</del>
<del>IMPOSING CONDITIONS FOR AWARDING CREDIT OR A FINAL GRADE</del>	<del>The committee may impose any of the following conditions for students with excessive absences to regain credit or be awarded a final grade:</del> <del>1. Completing additional assignments, as specified by the committee or teacher.</del> <del>2. Attending tutorial sessions as scheduled, which may include Saturday classes or before and after school programs.</del> <del>3. Maintaining the attendance standards for the rest of the semester.</del> <del>4. Taking an examination to earn credit. [See EHDB]</del> <del>5. Attending a flexible school day program.</del> <del>6. Attending summer school.</del> <del>In all cases, the student must also earn a passing grade in order to receive credit.</del>
<del>APPEAL PROCESS</del>	<del>A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).</del>

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<sup>1</sup> Innovation Plan:  
<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>

## PROPOSED REVISIONS

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**Note:** This local policy has been revised in accordance with the District's innovation plan.<sup>1</sup>

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### CAMPUS BEHAVIOR COORDINATOR

In accordance with the District's innovation plan, the District shall be exempt from the state law requiring that a single person at each campus be designated to serve as the campus behavior coordinator (CBC).

Every campus administrator shall be designated to serve as a campus behavior coordinator on his or her campus.

### STUDENT CODE OF CONDUCT

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

### REVISIONS

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

### EXTRACURRICULAR STANDARDS OF BEHAVIOR

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they

STUDENT DISCIPLINE

FO  
(LOCAL)

have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

'PARENT' DEFINED

Throughout the Student Code of Conduct and discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

GENERAL DISCIPLINE  
GUIDELINES

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
  - a. The seriousness of the offense;
  - b. The student's age;
  - c. The frequency of misconduct;
  - d. The student's attitude;
  - e. The potential effect of the misconduct on the school environment;
  - f. Requirements of Chapter 37 of the Education Code; and
  - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

CORPORAL  
PUNISHMENT

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

STUDENT DISCIPLINE

FO  
(LOCAL)

PHYSICAL RESTRAINT	<p>Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:</p> <ol style="list-style-type: none"><li>1. Protect a person, including the person using physical restraint, from physical injury.</li><li>2. Obtain possession of a weapon or other dangerous object.</li><li>3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.</li><li>4. Control an irrational student.</li><li>5. Protect property from serious damage.</li></ol> <p>A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]</p>
VIDEO AND AUDIO MONITORING	<p>Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.</p> <p>The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.</p>
USE OF RECORDINGS	<p>The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.</p>
ACCESS TO RECORDINGS	<p>Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]</p>

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<sup>1</sup> Innovation Plan:  
<http://www.wacoisd.org/cms/one.aspx?portalid=428&pageid=446362>



**Waco Independent School District**  
***Board of Trustee Meeting Agenda Item***

**Date:** August 24, 2017

**Contact Person:** Donna McKethan

**RE: Discussion and possible action to approve a resolution to sanction 4-H as an extracurricular activity**

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**Background Information:**

Board Policy FM (Legal) Student Activities states that: "An extracurricular activity is an activity sponsored by the UIL, the Board, or an organization sanctioned by Board resolution. The activity is not necessarily directly related to instruction of the essential knowledge and skills, but may have an indirect relation to some areas of the curriculum. Extracurricular activities include, but are not limited to: public performances, contests, demonstrations, displays, and club activities."

The County Extension agents listed on the next page, on behalf of the 4-H organization of McLennan County, are asking that the 4-H organization be sanctioned by the Board of Trustees as an extracurricular activity. They request that this be done through approval of the resolution that follows their letter. Mrs. McKethan will be on hand to answer any questions the board may have.

**Fiscal Implications:**

None known at this time.

**Administrative Recommendations:**

The administration recommends approval of the resolution sanctioning 4-H as an extracurricular activity in Waco ISD.

## ADJUNCT FACULTY REQUEST

Cover Letter Requesting Adjunct Faculty Status

August 1, 2017

Dr. Marcus Nelson, Superintendent  
Waco Independent School District  
501 Franklin Avenue  
Waco, Texas 76701

RECEIVED

AUG 1 0 2017

SUPERINTENDENT OFFICE

Dear Dr. Nelson,

On behalf of the McLennan County Extension Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Waco Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

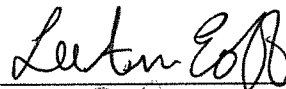
(B) is eligible for participation in the Teacher Retirement System of Texas.

McLennan County requests the agents listed on the enclosed Adjunct Faculty Agreement be considered awarded adjunct staff member status for the period of time indicated on the agreement.

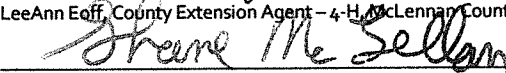
I hope Waco Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

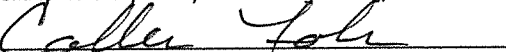
Sincerely,



LeeAnn Eoff, County Extension Agent – 4-H, McLennan County



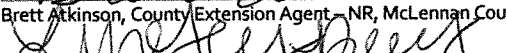
Shane McLellan, County Extension Agent – Ag, McLennan County



Colleen Foleen, County Extension Agent – FCS, McLennan County



Brett Atkinson, County Extension Agent – NR, McLennan County



Lindsey Breunig, County Extension Assistant – BLT, McLennan County

Attachment: Resolution for Extracurricular Status of 4-H Organization

# ADJUNCT FACULTY REQUEST

## Adjunct Faculty Agreement

THE STATE OF TEXAS  
COUNTY OF McLennan

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the **Waco Independent School District**, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct member of the **Waco Independent School District**.

Upon consideration and vote of \_\_\_\_\_ in favor, **McLennan County Extension Staff** is hereby named as adjunct faculty member(s) of the **Waco Independent School District** subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 1st day of September, 2017 and remain in effect until the 1 day of July, 2018.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Shane McLellan	County Extension Agent – Ag	B.S. Ag Service & Development M.S. Agriculture Education Ed.D. Agriculture Education	Tarleton University Tarleton University Texas A&M University & Texas Tech University	1997 1998 2015
LeeAnn Eoff	County Extension Agent – 4-H	B.S. Ag Leadership/Development	Texas A&M University	2016
Colleen Foleen	County Extension Agent – FCS	B.S. Genetics and Cellular Biology	Washing State University	1999
Brett Atkinson	County Extension Agent – NR	B.S. Interdisciplinary Agricultural Ed.	Texas Tech University	2016
Lindsey Breunig	County Extension Assistant – Better Living for Texans (BLT)	B.S. Public Health M.S. Public Health	Baylor University Baylor University	2017

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from **Waco Independent School District**.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 8 or County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member (s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such McLennan County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named McLennan County Extension Agent(s), (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by **Waco Independent School District** or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this 31st day of August, 2017.

**Waco Independent School District**

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

## EXTRACURRICULAR STATUS REQUEST

Request for Extracurricular Status for 4-H

August 1, 2017

Dr. Marcus Nelson, Superintendent  
Waco Independent School District  
501 Franklin Avenue  
Waco, Texas 76701

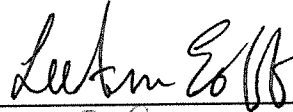
Dear Dr. Nelson,

On behalf of the 4-H members of **McLennan County**, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the **Waco Independent School District**. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

Finally, we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

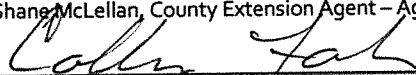
Sincerely,



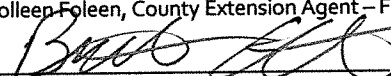
LeeAnn Eoff, County Extension Agent – 4H, McLennan County



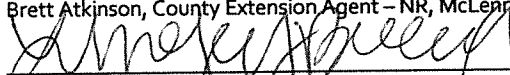
Shane McLellan, County Extension Agent – Ag, McLennan County



Colleen Foleen, County Extension Agent – FCS, McLennan County



Brett Atkinson, County Extension Agent – NR, McLennan County



Lindsey Breunig, County Extension Assistant – BLT, McLennan County

Attachment: Resolution for Extracurricular Status of 4-H Organization

# EXTRACURRICULAR STATUS REQUEST

Resolution Requesting Extracurricular Status For 4-H

## RESOLUTION

### EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Waco Independent School District

Meeting in public with a quorum present and certified,  
did adopt this resolution that recognizes the

McLennan County

County Texas 4-H Organization as approved for recognition and eligible  
for extracurricular status consideration under 19 Texas Administrative Code,  
Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject  
to all rules and regulations set forth under the 19 Texas Administrative Code  
as interpreted by this Board and designated officials of this school district  
whose rules shall be final.

Approved this 31st day of August, 2017.

\_\_\_\_\_  
Board of Trustee

\_\_\_\_\_  
Superintendent