

**WACO INDEPENDENT SCHOOL DISTRICT
SPECIAL MEETING
WISD Conference Center
115 S 5th Street
Waco, Texas 76701**

Thursday, August 8, 2024 - 6:00 PM

A Special Meeting of the Board of Trustees of Waco Independent School District will be held August 8, 2024, beginning at 6:00 PM in the WISD Conference Center, 115 S 5th Street, Waco, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice/agenda.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

AGENDA

1. **Call to Order**
2. **Public Comments on Agenda Items**
3. **Moment of Silence and Pledge of Allegiance**
4. **Superintendent's Report**
 - 4.A. 2024 Accountability Ratings
5. **Consent Agenda: Consider and Take Appropriate Action**
 - 5.A. Student Code of Conduct
 - 5.B. Dual Credit Partnership Agreement, Memorandum of Understanding for P-TECH, Memorandum of Understanding for College Prep Mathematic and English Language Arts, and Addendum to Dual Credit Memorandum of Understanding
 - 5.C. Purchases in Excess of \$50,000 under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Services
 - 5.D. Consider, Discuss, and Take Appropriate Action Regarding Approval of Temporary Chiller Rental for Tennyson Middle School
6. **Consider, Discuss and Take Appropriate Action Regarding the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate for the 2024-2025 Fiscal Year, Setting the Proposed Tax Rate and the Date, Time, and Place for the Public Meeting**

Presenter: Sheryl Davis
7. **Review, Discuss, and Take Appropriate Action Regarding the Proposed Budget and Tax Rate for the 2024-2025 Fiscal Year**

Presenter: Sheryl Davis
8. **Review, Discuss and Take Appropriate Action Regarding the 2024-2025 Compensation Plan**

Presenter: Dr. Daniel Lopez

9. **Consideration of Personnel**

9.A. Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee

9.B. Hear a Complaint or Charge Against an Officer or Employee

10. **Adjournment**

Waco Independent School District
Board of Trustees Board Meeting Item

Date: August 8, 2024

Contact Person: Suzanne Hamilton

RE: 2024-2025 Student Code of Conduct

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Background Information:

Attached is the Student Code of Conduct (SCC) for 2024-2025, with no legislative changes to this year's SCC.

Location	Date of Change	Name & Reason	Summary of Change
Entire Document Review	July 2024	Suzanne Hamilton; TASB model	Minor changes, names, and dates updated.

TASB made no legislative or other changes to the 2024-2025 Student Code of Conduct.

Fiscal Implications:

None

Administrative Recommendation(s):

Approve the 2024-2025 Student Code of Conduct as presented.



Waco ISD Student Code of Conduct 2024–2025 School Year

RESPONSIBILITY~COOPERATION~RESPECT~COMPASSION~SELF-DISCIPLINE~
SELFLESSNESS~TRUSTWORTHINESS/HONESTY~COURAGE~TOLERANCE~
CHARACTER EDUCATION TRAITS

If you have difficulty accessing the information in this document because of disability, please contact the District Administrative Offices at 254-755-9473 or emailinfo@wacoisd.org.

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of a disability, please contact the campus principal or the District Administrative Offices at 254-755-9473 or email info@wacoisd.org.

Waco ISD Student Code of Conduct 2024-2025

Purpose

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the Waco ISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

Per state law, the Code of Conduct shall be posted at each school campus or available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

Waco ISD Student Code of Conduct 2024-2025

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the district's interest is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

- During the regular school day;
- While the student is traveling on district transportation;
- During lunch periods in which a student is allowed to leave campus;
- At any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
- When a student engages in cyberbullying, as defined by Education Code 37.0832;
- When criminal mischief is committed on or off school property or at a school-related event;
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
- For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
- When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
- When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at www.wacoisd.org and www.wacoisd.org/Page/10955.

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action per the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles following state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

Waco ISD Student Code of Conduct 2024-2025

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the district's property and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

As appropriate, the principal, CBC, and other school administrators shall report crimes as required by law and call local law enforcement when an administrator suspects a crime has been committed on campus.

Security Personnel

The board utilizes school resource officers (SROs) and security personnel to ensure the security and protection of students, staff, and property. Under the law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate law violations as needed. In doing so, District police officers may serve search warrants concerning District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in enforcing this policy as necessary.
5. Assist with investigating violations of District policy, rules, and regulations as requested by the Superintendent.
6. Carry weapons as directed by the chief of police and approved by the Superintendent.
7. Carry out all other duties as directed by the chief of police or Superintendent. District police officers shall not be assigned routine classroom discipline or administrative tasks.

"Parent" Defined

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

Waco ISD Student Code of Conduct 2024-2025

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role established by district policy and procedures.

The campus principal shall notify students eligible to give the opening and closing remarks at graduation. Notwithstanding any other eligibility requirements, to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if they engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

Per Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is unacceptable and may result in refusal of entry or ejection.

As appropriate, appeals regarding the refusal of entry or ejection from district property may be filed under policies FNG(LOCAL) or GF(LOCAL). However, the timelines for the district's grievance procedures shall be adjusted to permit the person to address the board within 90 calendar days unless the complaint is resolved before a board hearing.

See [DAEP—Restrictions During Placement](#) on page 23 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave responsibly.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.

Waco ISD Student Code of Conduct 2024-2025

- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on [Out-of-School Suspension](#) on page 17, [DAEP Placement](#) on page 18, [Placement and/or Expulsion for Certain Offenses](#) on page 25, and [Expulsion](#) on page 27, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in [Removal from the Regular Educational Setting](#), as detailed on page 16.

Fighting

Fighting will not be allowed. (See [glossary](#).)

Disregard for Authority

Students **shall not**:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequences assigned by a teacher or principal.

Mistreatment of Others

Students **shall not**:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see [DAEP—Placement and/or Expulsion for Certain Offenses](#) on page 25.)
- Threaten a district student, employee, or volunteer, including off-school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See [glossary](#) for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student 18 or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See [glossary](#).)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See [glossary](#).)
- Coerce an individual to act through the use or threat of force.

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- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students **shall not**:

- Damage or vandalize property owned by others. (For felony criminal mischief, see [DAEP— Placement and/or Expulsion for Certain Offenses](#) on page 25.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it is not a felony, according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see [DAEP— Placement and/or Expulsion for Certain Offenses](#) on page 25.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students **shall not** possess or use the following:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- *A firearm silencer or suppressor;
- *A location-restricted knife; (Over 5.5 inches)
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocket knife or any other small knife; (blade under five and one-half inches)
- Mace or pepper spray;
- Pornographic material;

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- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered weapons, including school supplies, when the principal or designee determines a danger exists.

*For weapons and firearms, see [DAEP—Placement and/or Expulsion for Certain Offenses](#) on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students **shall not**:

- Use a telecommunications device, cell phone, or other electronic device in violation of district and campus rules.

The District permits students to possess personal cellular telephones; however, these devices must remain turned off and out of sight during the instructional day unless they are being used for approved instructional purposes as identified by their teachers.

Campus administrators shall have the discretion to determine the appropriate use of cellular phones for students participating in or attending extracurricular activities while on school property or while attending school-sponsored or school-related activities on or off school property.

Students shall not use a telecommunications device, including a cellular telephone or other electronic devices, violating District and campus rules. If a student violates the cell phone rules, it may be confiscated by school staff. If confiscated, the parent may pick it up from the office for a fee of \$15.00.

Mobile telephones or any device capable of capturing images (pictures or video) are strictly prohibited in locker rooms or restroom areas at school or school-related or school-sponsored events.

Illegal, Prescription, and Over-the-Counter Drugs

Students **shall not**:

- Possess, use, give, or sell alcohol or an illegal drug. (See [DAEP Placement](#) on page 18 and [Expulsion](#) on page 27 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See [glossary](#) for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See [glossary](#) for “abuse.”)
- Abuse over-the-counter drugs. (See [glossary](#) for “abuse.”)

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- Be under the influence of prescription or over-the-counter medications that cause impairment to the body or mind. (See [glossary](#) for “under the influence.”)
- Have or take prescription or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students **shall not**:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding using technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off-school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off-school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off-school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students **shall not**:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

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Miscellaneous Offenses

Students **shall not**:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying another student's work, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible school community members. Disciplinary action shall draw on the professional judgment of teachers and administrators and a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law and the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding the discipline of students with disabilities, see policy FOF(LEGAL).

Following the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see [glossary](#)) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall consider a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.

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- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in [Out-of-School Suspension](#) on page 17.
- Placement in a DAEP, as specified in [DAEP](#) on page 18.
- Expulsion and/or placement in an alternative educational setting, as specified in [Placement and/or Expulsion for Certain Offenses](#) on page 25.
- Expulsion, as specified in [Expulsion](#) on page 27.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students. They are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain other than corporal punishment, as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.

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- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck, placing something in, on, or over the student's mouth or nose, or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progressing appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student on the day the action was taken for delivery to the student's parent. If the parent has not been reached by telephone or in-person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC cannot notify the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under 18 to detention outside regular school hours, notice shall be given to the student's parent to inform them of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address: www.wacoisd.org.

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The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges per the law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in a routine referral or formal removal from the regular educational setting.

Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

- The teacher has documented a student's behavior as repeatedly interfering with the teacher's ability to teach the class or with other students ability to learn; or
- The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in the following:

- Another appropriate classroom.
- ISS.
- Out-of-School Suspension.
- DAEP.

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A teacher or administrator must remove a student from class if the student engages in behavior under the Education Code that requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall only use out-of-school suspension for students in grade 2 or below if the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of the law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and allow the student to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

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In deciding whether to order out-of-school suspension, the CBC shall take into consideration the following:

- a. Self-defense (see [glossary](#)),
- b. Intent or lack of intent at the time the student engaged in the conduct,
- c. The student's disciplinary history,
- d. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- e. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- f. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the Internet.

A student removed from the regular classroom to ISS or another setting other than a DAEP will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5, and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

- Self-defense (see [glossary](#)),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,

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- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in this Code of Conduct's General Conduct Violations section.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, secret society, or gang, including participating as a member or pledge or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See [glossary](#).)
- Involvement in criminal street gang activity. (See [glossary](#).)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with the threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has a reasonable belief (see [glossary](#)) that the student engaged in conduct punishable as a felony other than aggravated robbery or those listed as offenses in Title 5 (see [glossary](#)) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See [glossary](#).)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.

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- Commits an assault (see [glossary](#)) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in [Expulsion](#) on page 27.) (See [glossary](#) for "under the influence," "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis, as authorized by Chapter 487 of the Health and Safety Code, does not violate this provision.
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See [glossary](#).)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
 - Commits a federal firearms violation and is younger than six years of age.
 - Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in [Expulsion](#) on page 27.)
 - Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see [glossary](#)) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 - The student receives deferred prosecution (see [glossary](#)),
 - A court or jury finds that the student has engaged in delinquent conduct (see [glossary](#)), or
 - The superintendent or designee has a reasonable belief (see [glossary](#)) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

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Process

Removals to a DAEP shall be made by the CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student with the following:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

- Self-defense (see [glossary](#)),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall provide the parent with a copy of the placement order and information. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

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DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS and then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the placement period for the student removed, the student shall be returned to a DAEP for the remainder of the period.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student threatens the safety of other students or district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned placement term.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

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- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
- The student has engaged in serious or persistent misbehavior (see [glossary](#)) that violates the district's Code of Conduct.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed following policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address: www.wacoisd.org.

Appeals shall begin at Level One with the Student Services Department.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless they are a student with a disability entitled to transportation following the student's IEP or Section 504 plan or those identified through the highly mobile department.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of their status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If, during the term of placement in a DAEP, the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may

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be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

- Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see [glossary](#)), or deferred prosecution will be initiated, or
- The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the student's presence in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parents may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP, and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district where the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolled in the district and was assigned to a DAEP in an open-enrollment charter

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school or another district, including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or if the extended placement is in the student's best interest.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. The student shall be given the appropriate conference required for assignment to a DAEP no later than the tenth day after the placement date.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification per state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any court supervision, the student may be placed in DAEP or JJAEP for one semester or in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interests of the district's students.

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Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, under state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, per Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see [glossary](#)) of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of the following:

- The date on which the student's conduct occurred,
- The location at which the conduct occurred,
- Whether the conduct occurred while the student was enrolled in the district, or

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- Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

- The student graduates from high school,
- The charges are dismissed or reduced to a misdemeanor offense, or
- The student completes the placement term or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of their status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the placement term.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

- Self-defense (see [glossary](#)),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

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Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See [DAEP Placement](#) on page 18.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See [glossary](#).)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug. A student with a valid prescription for low-THC cannabis, as authorized by Chapter 487 of the Health and Safety Code, does not violate this provision. (See [glossary](#) for "under the influence.")
- Selling, giving, or delivering to another person; possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.

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- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See [glossary](#).)

Within 300 Feet of the School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See [glossary](#).)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See [glossary](#).)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See [glossary](#).)
- Possession of a firearm, as defined by federal law. (See [glossary](#).)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Penal Code 1.07; or
- Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;

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- c. Criminal mischief under Penal Code 28.03;
- d. Hazing under Education Code 37.152; or
- e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See [glossary](#).)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun is defined by state law as any firearm designed, made, or adapted to be used with one hand. (See [glossary](#).) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LLEGAL).]
 - A location-restricted knife, as defined by state law. (See [glossary](#).)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See [glossary](#).)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See [glossary](#).)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.

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- Continuous sexual abuse of a young child or disabled individual.
- Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parents shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

- Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
- An opportunity to testify and to present evidence and witnesses in the student's defense, and
- An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates the Office of Student Management the authority to conduct hearings and expel students.

Expulsion Appeal

After the due process expulsion hearing, the expelled student may request an administrative review of the expulsion decision. Any such request shall be in writing and submitted to the Department of Student Services within seven days after receipt of the written expulsion order/decision. The appropriate administrator and/or Superintendent's designee must provide the student or parent with written notice of the meeting date, time, and place where the Superintendent's designee will conduct the review.

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The Superintendent's designee will review the record of the expulsion hearing and hear a statement from the student or parent and/or any other administrator. The Superintendent's designee or other District administrators at the review will base its decision on evidence reflected in the record and any statements made by the parties at the review. The Superintendent's designee may make and communicate their decision orally at the conclusion of the presentation and follow up in writing or communicate the decision in writing to all parties within seven school days after the review. Consequences will not be deferred pending the outcome of any appeal/grievance or hearing.

Board Review of Expulsion

After the expulsion appeal decision, the expelled student may request that the board review the expulsion decision. The student or parent must submit a written request to the superintendent within seven days of receipt of the written decision. The superintendent must provide the student or parent written notice of the meeting date, time, and place the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration the following:

- Self-defense (see [glossary](#)),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

If the student is expelled, the board or its designee shall deliver a copy of the order expelling the student and the student's parent.

Not later than the second business day after the hearing, the Coordinator of Student Management shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

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Length of Expulsion

The length of expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

A student's expulsion duration shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

- The student is a threat to the safety of other students or district employees, or
- Extended expulsion is in the best interest of the student.

State and federal law requires a student to be expelled from the regular classroom for at least one calendar year for bringing a firearm to school, as defined by federal law. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district, and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If, during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during expulsion.

No district academic credit shall be earned for work missed during expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

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- The out-of-state district provides the district with a copy of the expulsion order, and
- The offense resulting in the expulsion is also an expellable offense in the district where the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

- The student is a threat to the safety of other students or district employees, or
- Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given the appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, academic services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LLEGAL) and FODA(LLEGAL) for more information.

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Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

- Causes serious bodily injury to another;
- Uses or exhibits a deadly weapon; or
- Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily to penetrate metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

- Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - i. Knowing that it is within the limits of an incorporated city or town,
 - ii. Knowing that it is insured against damage or destruction,
 - iii. Knowing that it is subject to a mortgage or other security interest,
 - iv. Knowing that it is located on property belonging to another,
 - v. Knowing that it has located within it property belonging to another, or
 - vi. When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
- Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
- Intentionally starting a fire or causing an explosion and, in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02 if the conduct involves accessing a computer, computer network, or computer system owned by

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or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

- Bullying that occurs on or is delivered to school property or the site of a school-sponsored or school-related activity on or off school property;
- Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
- Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted to dispense a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted to inflict serious bodily injury or death by striking a person with the instrument, and includes but is not limited to blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Groups 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinol (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of

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telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drugs are defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term consists of a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision-maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made or adapted to inflict serious bodily injury, death, or substantial property damage or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that they know is false or baseless and that would ordinarily:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- Prevent or interrupt the occupation of a building, room, or place of assembly.

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Fighting Two or more students engage in a spontaneous or self-defense physical combat incident. **(Mutual Combat)** is defined as two or more students or persons that choose to mutually engage in physical combat using blows or force to strive to overcome the other student(s) or person(s).

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

- Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
- Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such a term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the owner's consent. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

- Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
- Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
- Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which the conveyor knows to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;

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- f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
- g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or

Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, videotape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

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Knuckles are any instrument consisting of finger rings or guards made of a hard substance designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon is an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun, as defined by Penal Code 46.01, is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices used for inhaling, ingesting, injecting, or introducing a controlled substance into a human body.

Possession means to have an item on one's person or one's personal property, including, but not limited to:

- Clothing, purse, or backpack;
- A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
- Telecommunications or electronic devices; or
- Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

- The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a. An explosive weapon;
 - b. A machine gun;
 - c. A short-barrel firearm;
- Armor-piercing ammunition;
- A chemical dispensing device;
- A zip gun;
- A tire deflation device; or
- An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or makes sexual contact in a public place or, if not in a public place when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in a school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

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Reasonable belief is what an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee reasonably believes a student engaged in conduct is punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect themselves.

Serious misbehavior means: (While enrolled at DAEP)

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- Conduct that constitutes the offense of:
 - Public lewdness under Penal Code 21.07;
 - Indecent exposure under Penal Code 21.08;
 - Criminal mischief under Penal Code 28.03;
 - Hazing under Education Code 37.152; or
 - Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;

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- Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

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Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 8, 2024

Contact Person: Deena Cornblum

RE: Dual Credit Partnership Agreement, Memorandum of Understanding for P-TECH, Memorandum of Understanding for College Prep Mathematics and English Language Arts, and Addendum to Dual Credit Memorandum of Understanding

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Background Information

Board Policy GNC(LEGAL) provides that an agreement between a district and a community college be approved by the board or designee of both the district and the college district. The partnership agreement must address student eligibility requirements, faculty qualifications, location and student composition of classes, provision of student learning and support services, eligible course, grading criteria, transcription of credit, and funding provisions.

Waco ISD offers opportunities for students to earn college credit from McLennan Community College (MCC) while in high school. Courses are offered on the college campus, on the high school campus and/or online. The course crosswalk was revised to address realignment needs and to streamline course offerings. The board will also review the Memorandum of Understanding (MOU) with MCC for College Prep Mathematics and English Language Arts Courses, which allows Waco ISD to provide these courses to meet the needs of students who are not deemed to be college-ready per House Bill 5, Section 10.

A P-TECH Memorandum of Understanding is included to support the implementation of the P-TECH Planning Grant. This MOU establishes a partnership for course offerings and student support needed for the P-TECH model.

The corresponding documents are attached for your review.

Fiscal Implications

MCC provides free dual credit tuition for students qualifying for free and reduced lunch. Through July 10, 2024, Waco ISD paid \$80,870.96 in tuition costs for the 2023-2024 school year to MCC for students who did not qualify for free and reduced lunch.

Administrative Recommendation(s):

Approve the Dual Credit Partnership Agreement, Memorandum of Understanding for P-TECH, Memorandum of Understanding for College Prep Mathematics and English Language Arts, and Addendum to Dual Credit Memorandum of Understanding as presented.



Dual Credit Partnership Agreement

August 1, 2024 – July 31, 2025

I. Parties

This Dual Credit Partnership Agreement ("Agreement") is entered into between McLennan Community College ("MCC") and Waco Independent School District ("ISD") and is designed to allow high school students from the ISD to earn dual high school and college credit by enrolling in MCC credit courses.

II. Purpose and Background

In accordance with the rules and regulations of the Texas Higher Education Coordinating Board (THECB), MCC offers regular college credit courses in Core Curriculum, Foreign Language, and Career and Technology for dual credit high school students. If the ISD approves these college courses for dual credit, high school students meeting MCC admission requirements can enroll in these courses and receive college and high school credit simultaneously.

In order to ensure the quality of dual credit courses and to facilitate communications and understanding between the ISD and MCC, the following provisions are agreed to by MCC and the ISD where dual credit courses are offered.

III. Statewide Goals for Dual Credit

Pursuant to Texas House Bill 1638 (85th Legislature, 2017), MCC and the ISD set forth the following goals for dual credit programs in Texas, as prescribed by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA).

1. GOAL 1: Create collaborative outreach efforts.
 - a. The MCC dual credit program will collaborate with the ISD to provide information sessions for parents, students, and high school counselors addressing the potential benefits, risks, and costs of dual credit.
 - b. MCC will provide online information regarding the dual credit program, including contact information, eligibility requirements, the enrollment process, cost data, and potential benefits/risks of dual credit coursework.
 - c. MCC recruiters will collaborate with the ISD to provide additional assistance to students and families seeking information or assistance with enrolling at MCC.
2. GOAL 2: Improve transition to and acceleration through postsecondary education.
 - a. The MCC dual credit program requires all new dual credit students to complete an online orientation to facilitate the transition to college coursework.
 - b. The dual credit program will collaborate with the ISD to provide in-person or video conference orientation sessions upon request.
 - c. The program has identified a Transfer Block of courses that transfer well to Texas public colleges to encourage selection of courses that will apply to a four-year degree.

- d. Dual credit students will be advised by MCC to enroll only in courses applicable to their selected degree plan.
3. GOAL 3: Provide college advising and student support services to promote success.
 - a. The MCC dual credit program requires all students who select courses outside of the Transfer Block, who plan to attend a private or out-of-state institution, or who have goals other than an AA, AS, or bachelor's degree to meet with a college transfer advisor each semester prior to registration.
 - b. All dual credit students will have access to drop-in college advising via regularly scheduled Zoom sessions, email, or by visiting the Dual Credit offices located on the first floor of the Michaelis Academic Center.
 - c. All support services at MCC are available to dual credit students. Note that the College provides online and in-person tutoring, library instruction, and success coaching to promote student success.
 - d. MCC and the ISD will collaborate to encourage dual credit students to make use of support services available at the College.
 4. GOAL 4: Ensure quality and rigor of dual credit courses.
 - a. MCC is committed to quality and rigor in its dual credit courses. As required by the THECB and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the quality and rigor of dual credit courses shall be the same as courses taught at the college campus.
 - b. Dual credit faculty, including faculty hired from the ISD, will meet the credentialing standards set by the THECB and SACSCOC.
 - c. Oversight of dual credit faculty and course content will occur according to the same standards and processes employed on the MCC campus.
 5. TOOLS: Identify tools to assist students and families with selecting endorsements and dual credit courses as well as navigating the college process.
 - a. MCC will provide degree guides through the online [Student Planning](#) program as well as dual credit specific guides via the [High School Programs website](#).
 - b. The THECB provides the following tools.
 - 1) [College for All Texans](#)
 - 2) [Exploring College Options](#)
 - c. The TEA has made the following tools available to the public.
 - 1) [Graduation Toolkit](#)
 - 2) [CTE Pathways](#)
 - d. The Texas Workforce Commission provides tools to assist with career selection and education planning at <https://twc.texas.gov/students>.

Metrics associated with the state dual credit goals, such as students' future college enrollment and success, will be tracked by MCC's Office of Institutional Research and Effectiveness.

IV. Eligible Courses

1. Courses approved for MCC Dual Credit for a high school student must be foreign language, in the MCC core curriculum, in a state-approved Field of Study curriculum, in

2. the WECM, or an ACGM course with one of the following rubrics: ACCT, AGRI, ARCH, BCIS, BUSI, COSC, CRIJ, ENGR, ENGT, FORE, FORS, HORT, RNSG. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85, (i)(2)]
3. Courses approved for dual credit for a high school student must be applicable to a college certificate or degree.
4. This agreement does not apply to MCC Continuing Education courses.
5. High school students may not audit college credit courses at MCC.
6. See Appendix A for the crosswalk of MCC courses accepted by the ISD with the corresponding high school course information. The ISD may add courses to be articulated for credit to the crosswalk by submitting an addendum to this agreement at any time during the academic year.
7. See Appendix B for course sequences and/or degree plans applicable to dual credits students from the ISD.

V. **Student Eligibility**

1. High school students must meet all eligibility requirements set forth in the THECB Rules.
2. Eligible students may first enroll in dual credit courses in the fall semester of grade nine (9).
3. Eligibility for High School Pathways courses/programs ends six (6) weeks prior to high school graduation. High school seniors who elect to enroll in a minimester course immediately prior to high school graduation will enroll in the course using the process established for a non-dual credit student.
4. McLennan Community College requires that dual credit students:
 - a. have the written approval of the high school principal or counselor, parent or guardian, and a Dual Credit specialist at MCC; and
 - b. unless otherwise exempt, score a 351 or above on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR multiple choice test or overall passing score on the TSI Assessment 2 ELAR section to qualify for academic courses and workforce courses contained in an AAS or workforce Level 2 certificate;
 - c. satisfy the prerequisites of the desired course and/or program, including college-ready scores on additional sections of the TSI Assessment relevant to the requested course or program.

MCC **recommends** high school students score 347 on the reading section of the TSI Assessment or 945 on the TSI Assessment 2 ELAR section before enrolling in workforce education dual credit courses contained in a Level 1 certificate program, or

a program leading to a credential of less than a Level 1 certificate.

5. All dual credit students must meet the testing and placement guidelines stipulated in the MCC catalog, the THECB rules, the Texas Education Code, and the Texas Administrative Code.

A high school student is eligible to enroll in academic dual credit courses or workforce dual credit courses contained in an AAS or Level 2 certificate if the student:

- a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI); or
- b. demonstrates that he or she is exempt under the provisions of TSI.

A high school student is also eligible to enroll in dual credit courses (academic; workforce courses for AAS or Level 2 certificates) under the following conditions:

- a. Courses that require demonstration of TSI college readiness in reading and/or writing: if the student achieves score of 4000 on the English 2 STAAR EOC, an EBRW score of 460 on the PSAT/NMSQT, or an English score of 435 on the ACT-Aspire.
- b. Courses that require demonstration of TSI college readiness in mathematics: if the student achieves a score of 4000 on the Algebra I STAAR EOC and a passing grade in the Algebra II course, a mathematics score of 510 on the PSAT/NMSQT, or a mathematics score of 431 on the ACT-Aspire.

To be eligible for enrollment in a dual credit course offered by McLennan Community College, students must meet all regular prerequisite requirements designated for particular courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (b)]

6. Prospective high school students must complete the MCC admission process prior to registration. Students must also submit a recent Bacterial Meningitis Shot Record (within the past five (5) years) if scheduling a course on the MCC campus.
7. Each semester, prospective high school students must submit an MCC High School Pathways Schedule Request approved by the high school counselor or principal. The Schedule Request must be on file at MCC at the time of registration. The Schedule Request is available through the MCC High School Pathways online enrollment portal.
8. High school students will complete the online High School Pathways Orientation prior to registration for the first dual credit course at MCC. As required by law, students will also complete Title IX training prior to registration for the second semester of coursework.
9. High school students taking MCC courses for dual credit will be treated as college students. It is expected that high school students taking MCC courses as dual credit will conduct themselves as college students. A collegiate classroom environment is expected. Controversial material may be addressed. The level of maturity of the high school student

should be one of the criteria considered by high school officials prior to approving individuals for enrollment.

10. Dual credit students with less than a 2.0 grade point average (GPA) in MCC courses after completion of six (6) credit hours will be suspended from the program. MCC enrollment may resume after completion of the high school diploma or upon approval by MCC of a dual credit suspension appeal.
11. Dual credit students who have three (3) or more withdrawals on their college transcript will be suspended from the program. MCC enrollment may resume after completion of the high school diploma or upon approval by MCC of a dual credit suspension appeal.
12. The awarding of high school credit for graduation and/or weighted grades on the high school transcript will be at the discretion and approval of the ISD.

VI. Financial Aid for Swift Transfer (FAST) and Dual Credit Costs

MCC participates in the FAST program, a state program for dual credit financial aid. MCC and the ISD agree to the following in support of the FAST program with the intent to accelerate college completion for economically disadvantaged dual credit students.

1. Students are eligible for benefits under the FAST program if they:
 - a. are enrolled at a Texas public or charter school;
 - b. are enrolled in an eligible dual credit course included in the annual dual credit agreement between MCC and the ISD; and
 - c. were qualified for the national free/reduced-price lunch program in any of the four school years prior to the academic year in which they enroll in the dual credit course.
2. FAST-eligible students will incur no cost for eligible dual credit coursework.
3. Responsibility for dual credit costs will be assigned as follows.

MCC

 - a. MCC will waive dual credit tuition and fees for FAST-eligible students.
 - b. Computers and Internet connection are provided for all MCC students in the MCC library and other publicly-accessible areas on campus. Devices may be available for check-out on a first-come, first-served basis. These resources are available for FAST-eligible dual credit students in need of such resources.

ISD

 - a. The ISD will provide textbooks and/or required dual credit course materials for FAST-eligible students in the district.
 - b. ISDs may provide access to technology, including computers and Internet access, to FAST-eligible students at their discretion.

Student or ISD

 - a. For non-FAST eligible students, dual credit tuition, fees, textbooks, course materials, and/or computer/Internet access will be the responsibility of the student *unless* the ISD elects to cover the expenses for the non-FAST students.
 - b. Transportation to/from the MCC campus will be the responsibility of the ISD or the student for any dual credit student/course.

- c. Meals for any dual credit student on the MCC campus will be the responsibility of the ISD or the student.
4. Dual Credit Tuition Rate
 - a. MCC will adopt the maximum dual credit tuition rate set annually by the FAST program for all dual credit students.
 - i. The maximum dual credit tuition rate is set by the state and is subject to adjustment each academic year.
 - ii. The rate as of February 2024 is \$55 per semester credit hour.
 - b. Non-FAST students will be assessed the following course fees: General Services fee, Facilities fee, and any required course fee such as a lab fee.
 - i. As of February 2024, the General Services and Facilities fees total \$16 per semester credit hour.
 - ii. The anticipated total tuition/fee rate for non-FAST students as of February 2024 is \$71 per semester credit hour (\$55 tuition + \$16 fees).
 - c. The Non-FAST tuition/fee billing rate applies to non-FAST public/charter students, all private school students, and all homeschool students.
5. To ensure accurate and timely exchange of information necessary to allow FAST-eligible students to enroll in dual credit costs at no expense:
 - a. MCC will provide the district/charter school with a list of their applicants to the dual credit program prior to the beginning of the fall, spring, and summer 1 semesters.
 - b. The district/charter school will supply to MCC for all dual credit applicants the TSDS number and the expected eligibility for the FAST program based on qualification for the national free/reduced lunch program during the four academic years prior to the dual credit course enrollment.
 - c. The district/charter school will provide to MCC the name and contact information for the person or office responsible for the FAST-eligible textbook/course material bill.
 - d. The MCC Business Office will bill the district/charter school directly after the start of each semester for FAST-eligible textbook/course material costs assessed on the MCC student bill, to include IncludEd (inclusive access) textbook charges.
 - e. The district/charter school will establish an account with the MCC bookstore or make other arrangements to supply textbooks/course materials not addressed on the MCC bill to FAST-eligible students.
6. Early Admission Courses (*college credit only*)
 - a. Early admission courses will be billed at the dual credit tuition rate.
 - b. All students will be responsible for the cost of textbooks, course materials, and technology needs for early admission courses.
 - c. MCC will waive early admission tuition/standard fees for FAST-eligible students enrolled in the dual credit program.
7. Open Educational Resources
 - a. MCC will consider the use of free or low-cost open educational resources for courses as may be deemed appropriate by the faculty member and MCC.

VII. Student Composition of Class

1. Dual credit courses will be composed of dual credit students only or of dual and college credit students.

VIII. Instructional Calendar

1. Both MCC and the ISD will maintain their own instructional calendars, to begin in August/September and continue through May/June.
2. Students who are enrolled in courses meeting on the MCC campus will be expected to attend classes even when the ISD is not in session. Issues of transportation will need to be addressed and resolved by the student and/or ISD. MCC will not be required to provide transportation.
3. Students enrolled in online dual credit courses will be expected to participate regardless of the ISD calendar.
4. In situations involving dual credit courses on a high school campus, schedule conflicts between the institutions, including ISD holidays and dates of state-mandated testing, will be resolved on a case-by-case basis, but in all instances the contact time for the college course will be maintained either by an additional course meeting or other solution acceptable to both MCC and the ISD.

IX. Faculty Selection, Supervision and Evaluation

1. As required by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), MCC controls all aspects of its educational programs. Each educational program for which academic credit is awarded is approved by the faculty and the administration. MCC will maintain qualified faculty who demonstrate the ability to deliver college-level course content with high quality and effectiveness.
2. In order to serve as an instructor of record at MCC, for freshman and sophomore level courses designed for transfer to a baccalaureate degree, faculty should have a minimum of a master's degree with at least 18 graduate hours in the discipline in which they are teaching. In appropriate areas, work experience, professional licensure, and certification are also considered. Degrees and graduate credit hours held by faculty members, whether full time or part-time, must have been earned at a U. S. regionally accredited institution. [SACSCOC, Principles of Accreditation, 3.7.1]
3. In order to serve as an instructor of record at MCC, for associate degree courses designed to prepare students specifically for employment in career and technical areas, instructors should have a minimum of three (3) years of experience in the field, appropriate certification or professional licensure, and educational background and credentials at the same level as or higher than the certificate or degree being awarded in the program. Degrees and graduate credit hours held by faculty members, whether full time or part-time, must have been earned at a U. S. regionally accredited institution. [SACSCOC, Principles of Accreditation, 3.7.1]

4. ISD faculty hired by MCC to teach dual credit courses at the high school site will follow the same application and screening procedures as adjuncts hired to teach at the MCC campus. Employment will only be awarded after approval by the appropriate division or program chair.
5. MCC shall evaluate instructors of college courses offered for dual credit using the same or comparable procedures used for faculty teaching at the MCC campus. Faculty teaching courses for dual credit shall comply with MCC's standards of instruction and policies. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]

When such evaluations include classroom observation, the ISD will provide access to the classroom in question to the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

MCC classroom observations of ISD faculty hired to teach dual credit courses at the high school are separate and distinct from observations made by the ISD for the purposes of district evaluation and employment. ISD observations will be conducted according to district policy with the understanding that 1) the college classroom should experience minimal disruption and 2) the course content, assessment methods, texts, and materials are approved by MCC and may not be altered at the discretion of the ISD.

6. The appropriate representatives of the MCC academic department will evaluate the performance of faculty teaching college courses offered as dual credit. Included in this evaluation will be a determination of how well the faculty member performs in achieving the desired learning outcomes. Additionally, the evaluation will include a review of performance on the items delineated in Section VI, item 9. The evaluation will be forwarded to the Vice President of Instruction for a decision regarding continued employment as an adjunct instructor for dual credit courses. In the event it is determined that a faculty member employed by the ISD will not be granted continued employment, the ISD will be informed in a timely manner. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
7. MCC will pay ISD faculty members hired to teach dual credit courses at the high school site in the same manner as other adjunct employees of MCC.
8. The MCC Division Chair of the program area oversees instructional content for college courses taught for dual credit. All course content, learning outcomes, and instructional objectives will be consistent with courses taught on the MCC campus. All instructors must have a syllabus that incorporates instructional objectives and intellectual competencies posted on the MCC website, by the MCC deadline.
9. Faculty teaching college courses for dual credit are expected to carry out the following:
 - a. Teach assigned courses, with the same level of rigor of a regular college course, according to approved course syllabi and learning outcomes associated with course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]

- b. Provide each student with a syllabus/class outline that explains the expectations of the instructor, learning outcomes, attendance policy, cheating policy, and other information needed by the student (Examples: timelines, required class materials, outside assignments, course pre-requisites, etc.).
- c. Check student enrollment in the course. If a student's name does not appear on the MCC class roll, the student may not attend class. If a student's name does not appear, the student should be instructed to contact the MCC High School Pathways Office to complete the enrollment process.
- d. Arrive on time for classes or notify the High School Pathways Office and the high school as early as possible of an inability to meet a class.
- e. Submit an instructor absence form to the division director to document each absence.
- f. Maintain control of the class. If there is a discipline problem that requires immediate attention, contact the administrator in charge on that campus. Additionally, report any serious classroom discipline issues to the MCC Conduct Office, the High School Pathways Office, and the high school administrator.
- g. Submit Textbook Request Forms to the appropriate academic department for each course taught every semester, by the MCC deadline.
- h. Keep class record books, lesson assignments, and other necessary materials or equipment available for substitute instructors.
- i. Submit all required class rosters, student grade reports, and required documentation, by MCC deadlines.
- j. Maintain accurate attendance records for all classes.
- k. Assign both an alphanumeric *and* numeric grade for each dual credit student. MCC grades will be submitted through the WebAdvisor system.
- l. Maintain a copy of grade books for each dual credit class at the high school. If MCC personnel need to review grade books, the High School Pathways Program Director and/or the appropriate Division Chair will request and receive a copy at that time. Detailed records should be saved for one (1) calendar year following the end of the course. If employment with MCC ends, records for the previous year should be submitted to the appropriate Division Chair.
- m. Maintain a Brightspace course shell for each section taught, to include at minimum professor contact information, a course syllabus, grade book, and attendance records.
- n. Check MCC email on a regular basis for information on deadlines, reporting, grades, etc. This is one form of official communication from the college.

- o. Attend faculty meetings and other special meetings called by the High School Pathways Office, Division Chair, Dean of Arts and Sciences, Dean of Health Professions, Dean of Workforce & Public Service, Vice President of Instruction, or the President, when possible.
 - p. Direct students seeking accommodations for disabilities to the MCC Accommodations Coordinator for appropriate action. The instructor should not give opinions about disabilities or provide accommodations for disabilities prior to receiving appropriate direction from the MCC Accommodations Coordinator.
 - q. Provide the institution with an updated Curriculum Vitae, which includes educational history.
 - r. Keep the High School Pathways Office informed regarding matters affecting the welfare of students, faculty, and MCC.
 - s. Participate in evaluation procedures in relation to the above stated requirements under this agreement. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (e)(2)] [SACSCOC, Principles of Accreditation, 3.7.2]
10. The ISD shall perform criminal background checks as required by applicable law on all persons teaching dual credit courses that are not paid directly by MCC. The ISD is responsible for ensuring that all such individuals have met acceptable standards under such background checks.
11. MCC is responsible for criminal background checks as required by applicable law on all persons teaching dual credit courses that are paid directly by MCC. MCC is responsible for ensuring that all such individuals have met acceptable standards under such background checks.
12. As with all MCC instructors, faculty teaching courses offered for dual credit who are also employed by the ISD are subject to MCC policies, rules, and regulations. Faculty employed by the ISD will be required to meet the same teaching expectations as other faculty at MCC, expectations delineated in Section VIII, item 9.
13. Faculty teaching courses offered for dual credit who are also employed by the ISD will be required to participate in a minimum of four (4) hours per year of MCC professional development activities, activities such as MCC Professional Development Day, Dual Credit Faculty Seminar, and courses offered through the MCC Center for Instructional Design. For purposes of this agreement, the year shall run from the Fall semester through the end of the Summer 2 semester.

X. Location of Classes

- 1. Dual credit courses may be taught on the college campus or on the high school campus, or by distance education, including Internet delivery and/or blended courses. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (c)]

2. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, McLennan Community College complies with applicable rules and procedures for offering courses at a distance. In addition, dual credit courses taught electronically comply with the THECB's Principles of Good Practice for Courses Offered Electronically.

XI. Transcription of Credit

For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (h)]

XII. Academic Policies

1. All academic policies applicable to courses taught on MCC campuses shall apply to dual credit high school students enrolled in face-to-face campus, distance education, and courses, as outlined in the MCC policies and catalog. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
2. Students violating MCC policies relating to academic integrity will be subject to the consequences described in the course syllabus and the relevant MCC policies. Such violations will also be reported to the ISD, but college policy and consequences will have precedence in these situations.

XIII. Student Services

1. Students taking college classes for dual credit may utilize the same services that are available to other MCC students. MCC is responsible for ensuring timely and efficient access to such services as academic advising, learning materials (e.g., library resources), and other services for which the student may be eligible. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(2)]
2. Dual credit students are entitled to access online tutoring or face-to-face tutoring at no cost to the student.
3. Students seeking 504-type accommodations for dual credit courses will arrange for those services through the MCC Accommodations/Disability Services office. For details, please visit <http://www.mclennan.edu/disability/>.
4. Dual credit students 17 years of age will have access to mental health counseling on the MCC campus with parental consent. Dual credit students 18 years or older will not require parental consent for counseling services through MCC. Requests for mental health counseling made by students younger than 17 will be referred to the respective school counselor or behavioral intervention specialist for mental health counseling.
5. One ISD employee per high school campus will be designated as a facilitator for dual credit students. The facilitator will maintain familiarity with MCC resources and services and assist in guiding dual credit students to those services.

6. College Advising and Degree Plans:

- a. Academic advising for MCC dual credit courses will be the responsibility of the High School Pathways Advisor, currently Ms. Abby Valenta. The High School Pathways Advisor may directly advise dual credit students or coordinate advising for students with other MCC academic advisors.
- b. The ISD counselor will be responsible for advising ISD students on the alignment between the college and ISD courses, for coordinating advising sessions with the MCC advisor, and for referring students to MCC academic advising when made aware a student's college plans may not align well with the ISD dual credit course plan. The counselor will also be responsible for academic advising for high school coursework, endorsements and high school graduation.
- c. Dual credit students are required by state regulation to file a degree plan with the college no later than the end of the regular semester following the semester in which the student earned a cumulative total of 15 or more semester credit hours. Students entering MCC's dual credit program with 15 or more semester credit hours must file a degree plan by the end of the student's first regular semester at MCC. To satisfy the state requirement:
 - 1) High school students will select an initial program of study (degree plan) as part of the MCC admission process for the dual credit program.
 - 2) Programs of study will be updated as necessary following mandatory college advising meetings.
 - 3) Students who do not file a degree plan in accordance with state policy shall be notified the degree plan is required by law and will be required to meet with an MCC academic advisor in that same semester to select a degree plan.
 - 4) Students may not obtain an official transcript from MCC until the degree plan is filed.
- d. Dual credit students who adhere to the MCC Transfer Block, detailed below, will be permitted to enroll without a mandatory college advising visit. However, students are encouraged to seek college advising each semester.

Dual Credit Transfer Block

Pre-approved dual credit courses for students seeking an AA, AS, or bachelor's degree from a Texas public institution.

- EDUC 1300
- Choose 1: ARTS 1301, DRAM 1310, MUSI 1306
- HIST 1301 and 1302
- Choose 1*: ECON 2301, PSYC 2301, SOCI 1301
- ENGL 1301 and 1302
- GOVT 2305 and 2306
- SPCH 1315

**Check college degree plan or seek college advising to determine best course for a specific degree plan.*

- e. Dual credit students who request a course not included in the Transfer Block, who plan to attend a private or out-of-state institution, or who have plans other than completion of an AA, AS, or bachelor's degree should meet with an MCC advisor at least once per semester prior to registration:
 - 1) to verify the correct degree plan/program of study has been registered at the college;

- 2) to ensure course selection is consistent with the selected degree plan; and
- 3) to discuss potential transition to a four-year institution of the student's selection.
- f. Students will be advised for dual credit courses based on self-identified career and educational goals. Students should not enroll in courses not appropriate for those identified goals, particularly in courses unlikely to transfer to the student's intended future college.
- g. MCC does not recommend students enroll in more than six (6) semester credit hours the first semester of dual credit.
- h. MCC recommends that dual credit students with an MCC GPA below 2.5 reduce the MCC course load in order to focus on fewer courses with the goal of raising the overall college GPA.
- i. High school counselors are encouraged to participate in advising sessions with their students.
- j. Advising sessions may be scheduled on the high school campus, on the MCC campus, or online via video conference.
- k. Advising notes will be maintained in the MCC system for each student for future reference.
- l. Common terminology:
 - 1) Applicable toward a degree: Refers to a course that will transfer to a school and apply toward a specific degree plan.
 - 2) Core curriculum: A basic set of course options required of all students at a particular institution; commonly refers to the Texas state core curriculum.
 - 3) Course transfer: Refers to whether or not a course will be accepted by another institution of higher education. It is possible for a course to transfer as an elective but not apply toward a specific degree plan.
 - 4) Degree plan: A detailed set and sequence of courses leading to a specified degree in a major.
 - 5) Maximum time frame: A government stipulation that financial aid will only pay for 150% of coursework toward a post-secondary credential. Dual credit coursework applies toward this limit.
 - 6) Satisfactory progress: A government requirement that high school graduates maintain a 2.0 or higher GPA and complete 67% or more of attempted courses to remain eligible for state/federal financial aid. Dual credit coursework may impact this status after high school graduation.

XIV. Student Conduct

1. Dual credit students will be subject to MCC student conduct rules, policies and procedures as set forth in the MCC *Highlander Guide* (Student Handbook) while on the MCC campus and/or while in attendance at MCC classes. Students may also be subject to ISD student conduct policies as determined by the ISD.
2. Failure to comply with MCC conduct policies may result in dismissal of the student from MCC courses.
3. MCC and the partner ISD will cooperate in disciplinary issues to the extent possible. When not possible, each institution may impose separate student penalties according to its own policies and practices in matters related to discipline and academic integrity.

4. Disciplinary issues will be reported and addressed according to published college policy. ISD employees who are not also employed by MCC may contact the MCC Conduct Office or the High School Pathways office for guidance in reporting an issue.
5. The ISD will notify MCC of student behavioral issues that would impact a dual credit course, particularly in regards to matters concerning student safety. Please refer to section XXVIII Campus Assessment Response and Evaluation (C.A.R.E.) for *safety* purposes.
6. In the event ISD disciplinary measures prevent a dual credit student from attending an MCC course, the student, ISD, and MCC will consult regarding possible outcomes. If the student's absences will exceed 25% of course meetings, and if no satisfactory alternative can be found, the student will be withdrawn from the MCC course for disciplinary reasons.
7. In the event a conduct or academic-integrity-related visit to the high school is needed, the ISD will facilitate a meeting between the student(s) in question and the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

XV. Course Curriculum, Instruction, and Grading

1. The MCC Division Chair of the program area oversees instructional content for college courses taught for dual credit.
2. MCC shall ensure that a college course offered for dual credit at the high school and the corresponding course offered at the College are equivalent with respect to the curriculum, contact hours, course maximum, materials, instruction, and method/rigor of evaluation of student performance, regardless of student composition of the class. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (f)]
3. All MCC instructors must have a syllabus on file which incorporates the policy and procedure for learning outcomes, grading policies, and disability services.
4. Instructors shall follow MCC grading policies for awarding college credit.
5. Faculty will participate in providing information for the assessment of student learning outcomes as required by the Southern Association of Colleges and Schools Commission on Colleges. This includes, but is not limited to, the submission of summary scores/data where such information is needed for evaluating departmental success and the submission of student work for secondary evaluation by the division to ensure that relevant learning outcomes are achieved in any given course.

XVI. Grade Reports

1. MCC will provide grade reports for dual credit students each semester following the conclusion of the final exam period.
2. Grades will be reported via an unofficial college transcript that provides information regarding courses, letter and numeric grades, and cumulative GPA.

3. A minimum of two progress reports will be provided by MCC during each fall and spring semester for dual credit students. Reports will be sent to the high school counselor or designated dual credit contact for the ISD.
 - a. Grade reports are compiled through an automated process that queries the Brightspace gradebook for each course. Grade reports may not be accurate for certain students/courses if course assignments are in process of being graded.
 - b. MCC recommends that high school counselors complete an academic wellness check with any student identified as having a low course grade to verify student status in a course.

XVII. Transfer of Courses

McLennan Community College is fully accredited by the SACSCOC, and basic academic, general education courses are readily transferable to other public institutions of higher education in Texas. However, since each college has its own policy regarding the transferability of courses, students are strongly advised to check with the college they plan to attend after high school, other than MCC, in order to determine the transferability of MCC courses.

CTE/Workforce education courses are not designed for transfer beyond the community college level. However, programs exist at some universities that allow these courses to be applied directly to baccalaureate degree requirements. Students are encouraged to check with prospective universities concerning programs such as the BAAS, BAT, and other similar programs.

XVIII. Academic Regulations

1. An MCC class minimum of fifteen (15) students is deemed necessary for a dual credit-only course section. Any exceptions will be approved by the Vice President of Instruction.
2. MCC courses offered as dual credit, regardless of where they are taught, follow the same college calendar, syllabus requirements, course outline, grading procedure, and other instructional and evaluative policies and procedures. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (g)(1)]
3. The Texas Education Code and SACSCOC do not allow for outside influence on college grading systems.
4. Letter grades are given in accordance with policies printed in the college catalog. Whenever possible, numerical grades will be provided to the high school counselor by the High School Pathways Office. Dual credit grades will be provided to the ISD each semester the week following final exams.
5. In the event of a grade dispute, the MCC policy for grade appeals will be followed. Please see the MCC catalog and/or the *Highlander Guide*.
6. Per MCC policy, students who do not participate in a course by the census date will be dropped from the course by the professor.

7. Dual credit students may withdraw from a course and receive a grade of "W" at any time during the semester on/prior to the MCC official withdrawal deadline specified in the College Calendar located in the class schedule or catalog. After the MCC official withdrawal deadline, dual credit students will follow published MCC policy in regards to withdrawing from courses and the grade recorded for such courses. It is the student's responsibility to officially withdraw from a course or verify that the instructor initiated the withdrawal procedure.

XIX. Attendance and Funding

1. Students enrolled in college credit courses will follow current MCC attendance policies. Attendance will be taken at MCC based on the published College Attendance Policy.
2. State funding for college courses offered for dual credit will be available to both the ISD and MCC based upon current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board. [TAC 19, Part 1, Chapter 4, Subchapter D, §4.85 (i)(1)]

XX. Classroom Facilities and Technology

1. The ISD agrees to provide MCC faculty and dual credit high school students with the facilities and technology necessary to support a college learning environment.
2. The high school or ISD will ensure MCC faculty and the dual credit students have access on ISD devices and through ISD Internet service to MCC email, Brightspace, Zoom, WebAdvisor, the MCC Library, and other software programs approved by MCC for campus-wide use.
3. Dual credit students regularly need access to devices capable of running online exam monitoring programs and devices and/or Internet access unrestricted by the ISD internet filter. In addition, some courses may require audio or video recording capability. Such access is vital for academic integrity measures, Internet-based course materials, research, and course projects. Student resources are available on the MCC campus to fulfill such needs should the student choose to implement them.
4. MCC recommends the ISD assign students enrolled in online dual credit courses to a computer lab with a facilitator for at least one class period per day.

XXI. Data Sharing

Student records transferred between MCC and the ISD shall remain the sole property of the institution that created the records. Data that is transferred must be used consistent with the Family Educational Rights and Privacy Act (FERPA), HIPAA, and ISD and MCC policies and procedures for managing student education records and other confidential information.

The Parties expressly understand that MCC and the ISD are subject to the requirements of the Texas Public Information Act. In the event that any student records must be released pursuant to state or federal law, as determined by a court or administrative agency with jurisdiction over the matter, the Parties shall continue to treat a confidential any student records received or created

under this Agreement except to the extent specifically required by the court or administrative order. The Parties shall mark as “CONFIDENTIAL” all records that are released.

Additional details related to data sharing are specified in a separate, data sharing section of this agreement.

XXII. Indemnity and Liability

It is understood and agreed that the MCC will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by the MCC to WISD (except as expressly and specifically set forth herein) or to any third party. It is understood and agreed that WISD will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by WISD to MCC (except as expressly and specifically set forth herein) or to any third party. MCC and WISD expressly acknowledge that both are political subdivisions of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by either of the right to claim such exemptions, privileges, and immunities as may be provided by law each, respectively.

XXIII. Force Majeure

Neither Party hereto will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform (other than the performance of payment obligations), due to causes beyond either Party’s reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes or other labor disputes (whether or not relating to either Party’s workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; telecommunication breakdown or power outage; and/or any other circumstances of like character. Should performance of any obligation (other than any payment obligations) created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying by a force majeure incident as described in this section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable (within 45 days) following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

XXIV. Miscellaneous

1. Both parties agree to have a spirit of cooperation and to endeavor to provide a positive collegiate-level experience for those high school students with the maturity and academic preparation to be successful in college-level courses.
2. All policies and requirements set forth herein are subject to the THECB Rules, and, in the event of conflict, the THECB Rules govern and apply. [TAC 19, Part 1, Chapter 4,

Subchapter D, §4.85, (i)(2)]

3. This Agreement may only be modified in writing signed by both parties.
4. This Agreement will become effective on the date the last party executes it and will remain in effect until either party decides to terminate same. Either party may terminate this Agreement without cause by giving the other party notice in writing at least thirty (30) days before the beginning of the first day of the MCC semester or ISD semester, whichever is earlier.
5. Nothing herein shall waive the parties' immunity to suit or liability as established by applicable law.
6. The parties to this Agreement are not in a joint venture, partnership, or otherwise.
7. This Agreement shall be governed by the laws of Texas.
8. All parties to this Agreement agree to abide by and comply with all applicable laws regarding student privacy including, but not limited to, FERPA.
9. Notwithstanding anything to the contrary in this agreement, MCC acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any defenses available to the ISD under applicable law, including, without limitation, any statutory or governmental immunity from suit and liability.
10. MCC is aware and acknowledges that the ISD (a public entity) is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the agreement, which may include those terms and conditions relating to: liens on the school property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions relating to these limitations will only be binding on the school to the extent permitted by the constitution and the laws of the state of Texas.
11. The signatures below indicate and represent that the governing boards of both MCC and ISD have approved this Agreement.

XXV. Other Agreements with the ISD

This agreement does not apply to MCC Continuing Education courses offered in the ISD, nor other agreements between MCC and the ISD. MCC and the ISD will have a separate and distinctive agreement for MCC Continuing Education courses offered to ISD students.

XXVI. Accommodations/Disabilities

Dual credit students who may require accommodations in order to have proper access to meet course requirements due to a documented disability should contact MCC Accommodations (Disability Services) as soon as possible. Students will be required to complete the registration form in WebAdvisor, submit documentation for the diagnosed disability, and meet with the Accommodations Coordinator. Faculty and the student will receive an email confirming all accommodations. Faculty may also review accommodations by accessing their roster via WebAdvisor, and students may review their accommodations under the My Accommodations Plan in WebAdvisor. Please note that instructors are not required to provide classroom accommodations to students until appropriate verification from Accommodations (Disability Services) has been provided. Note also that accommodations may differ between the high school and college, and only ADA accommodations authorized by the college will be implemented in dual credit courses. For additional information, please visit mclennan.edu/disability.

Students with questions or who require assistance with disabilities involving physical, classroom, or testing accommodations should contact:

Accommodations (Disability Services)
disabilities@mclennan.edu
254-299-8122
Student Services Center Room 319

MCC policies related to accommodations will apply to students enrolled in dual credit courses. In appropriate circumstances, MCC and the ISD may collaborate to provide accommodations to dual credit students.

XXVII. Title IX

MCC cares about student safety and values an environment where students and instructors can successfully teach and learn together. Individuals who would like to report an incident of sexual misconduct are encouraged to immediately contact the Acting Title IX Coordinator at titleix@mclennan.edu or by calling Dr. Claudette Jackson (Director, Title IX/Accommodations) at (254) 299-8645. Individuals also may contact the MCC Police Department at (254) 299-8911 or the Student Counseling Center at MCC by calling (254) 299-8210. The MCC Student Counseling Center is a confidential resource for students. Note: Disclosures by students under 18 years old may be subject to mandated reporting requirements related to minors' safety and/or releases to parents/guardians.

McLennan's Title IX webpage (<http://www.mclennan.edu/titleix/>) contains more information about definitions, reporting, confidentiality, resources, and what to do if someone is a victim of sexual misconduct, gender-based violence or the crimes of rape, acquaintance rape, sexual assault, sexual harassment, stalking, dating violence or domestic violence.

In the event a Title IX-related visit to the high school is needed, the ISD will facilitate a meeting between the student(s) in question and the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

XXVIII. Campus Assessment Response and Evaluation (C.A.R.E.)

The mission and purpose of C.A.R.E. at MCC is to promote the overall safety of its students and college community and will address situations in which a student may be of harm to self or others. C.A.R.E. will reach out to students of concern to assess the level of risk stratification in order to triage appropriately by: developing strategies for reducing various risk(s), implementing strategies, and monitoring the student's circumstances to ensure safety for both students and MCC campus as needed.

In the event that a dual credit student is referred to C.A.R.E. by an ISD employee due to concerns of safety, MCC C.A.R.E. shall:

- a) Contact the dual credit student to introduce program and explain the role of a C.A.R.E. Case Manager, what to expect (including privacy to the extent possible), and information about eligibility and length of services.
- b) C.A.R.E. Case Manager will screen and assess concerns and will;
- c) Work with the dual credit partner to determine appropriate actions and support the dual credit partner as necessary and needed to ensure students safety and that of the MCC campus community.

In the event that a dual credit student is referred to C.A.R.E. by an MCC employee due to concerns of harm-to-self or others, MCC C.A.R.E. shall:

- d) Contact Educational Partnerships to determine the dual credit partner point of contact.
- e) Contact the dual credit partner point of contact and inform them of the student of concern and related concerns.
- f) Work with the dual credit partner to determine appropriate actions, and support the dual credit partner as necessary and needed to ensure students safety and that of the MCC campus community.

McLennan's C.A.R.E. Team webpage (<https://www.mclennan.edu/care/>) contains further information about its mission and purpose, team members, and instruction on when and how to refer students, what to look for, and what to do if you have concerns about a student's ability to keep themselves and others safe. To refer a student or discuss concerns, the C.A.R.E. Case Manager, Lacey Fitch-Onracek, can be reach by phone at (254) 299-8204 or by email at lfitch-ondracek@mclennan.edu.

In the event a C.A.R.E. related visit to the high school is needed, the ISD will facilitate a meeting between the student(s) in question and the appropriate MCC personnel. The MCC personnel will be expected to comply with the standard ISD visitor screening process.

XXIX. Non-Discrimination

Neither McLennan Community College nor the School District will 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 as required by Title VI or Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments Act of 1972, and the Age Discrimination Act of

1978.

The following staff member is designated to handle inquiries regarding nondiscrimination policies: Dr. Claudette Jackson, Director, Title IX/Accommodations, 1400 College Drive, 254-299-8645, titleix@mclellan.edu.



P-TECH Memorandum of Understanding August 1, 2024 – July 31, 2025

CREATION OF THE P-TECH

This document is executed as a Memorandum of Understanding (MOU) between McLennan County Junior College District, an Institute of Higher Education (herein referred to as MCC) , and the Waco Independent School District (herein referred to as ISD), a local public school, which are both located in McLennan County, Texas. It has been developed for the support of the Waco ISD Early College High School as a Pathways in Technology Early College High School (P-TECH) under the auspices of the Texas Education Agency (TEA) Early College High School Designation pursuant to the authority granted in compliance with section 29.551-557 of the Texas Education Code.

WHEREAS, the purpose of this agreement is to outline the collaboration of the parties, as listed above, in support of the P-TECH.

WHEREAS, the parties to this MOU desire a Pathways in Technology Early College High School and seek to provide for enrollment in college courses by the P-TECH students in accordance with the Texas Higher Education Coordinating Board (THECB) Rules, as codified under Title 19, Part 1, Chapter 4, Subchapter G of the Texas Administrative Code;

WHEREAS, both the ISD and MCC are willing and able to facilitate development of this program to benefit underserved students;

WHEREAS: MCC and the ISD are authorized by state law to establish and enter into agreements for P-TECH programs;

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

Purpose

This school, serving grades 9-12, will offer traditionally underserved students (at-risk, economically disadvantaged students, students who are English language learners, and first generation college students) an opportunity to complete a high school diploma and earn up to 60 credit hours toward an Associate degree. While attending the P-TECH, these students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and technical skills necessary to achieve success in these and other arenas. Students graduating from the P-TECH will enter post-secondary education and/or training with significant advanced standing.

Principles

- A. To establish a mutually beneficial partnership between MCC and the ISD that allows a flexible and creative response to the missions and organizational/fiscal needs of both institutions.
- B. To collaborate in the planning, implementation, and continuous improvement of Pathways in Technology Early College High School programs, including provision for faculty, staff, and administration.
- C. To provide rigorous college readiness and early college credit courses.

- D. To collaborate financially to address costs of both partners and assist each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully and without student fees.
- E. To assure that classes and activities of the P-TECH on the MCC campus will occur with students integrated on an age-appropriate basis in accordance with college readiness guidelines established by the Texas Higher Education Coordinating Board and the Texas Education Code.
- F. To share use of facilities including classrooms, labs, offices and libraries in ways that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- G. To promote student success through participation in college visits and in academic and admission procedures, including advisement, registration procedures, assessment and placement procedures, at MCC. In addition, weekend, Saturday, or summer programs and activities, and extracurricular activities may be offered by the ISD, MCC, or both. Students will gain access to the MCC facilities by way of their MCC student ID cards.
- H. To ensure the selection of students based on the intent of the program, a selection that will reflect the diversity of the student populations identified.

Term

Subject to the approval of the Program application by TEA, any additional approvals that may be required from the THECB, and annual approval as required by law or by TEA or THECB, 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 July 31, 2024 ("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, 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 7 below.

Governance

- A. The Early College High School established under this agreement will be governed by state and federal laws and regulations, as well as ISD, and college policies and requirements. The ISD shall apply to the Texas Education Agency for the establishment and continued approval of a P-TECH designation.
- B. A Steering Committee comprised of representatives of MCC and the ISD, and co-chaired by the MCC President and the ISD Superintendent, shall meet once per semester, or as mutually agreed to by both parties, to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The Steering Committee shall make reports, at least annually, to their respective boards.

- C. An Advisory Committee will be created for the purpose of establishing local, state, and national partnerships, to leverage opportunities for fund development, innovative projects, and overall sustainability. The advisory committee shall meet at least twice annually and shall consist of representatives from MCC, the ISD, local and regional communities.

The Advisory committee and all other subcommittees established under this entity will report as needed and as requested to the Steering Committee.

- D. The P-TECH Director/Principal (chief administrative officer of the P-TECH) will be appointed by the Superintendent of the ISD. The Director will be an employee of the ISD. The ISD will be responsible for payment of benefits, if any, to the Director, and the Director shall not be entitled to receive employee benefits from the MCC including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The ISD assumes full responsibility for workers' compensation insurance and for payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare and income taxes with respect to the Director. Should the school Director position become vacant and the need to appoint a new Director arise, following all ISD Human Resources Policies and Procedures, MCC will have the opportunity to be represented on the Director search committee and take part in the deliberations. The ISD agrees to assign the Director as soon as a qualified candidate is identified and hired. An adequate number of faculty for high school credit-only courses, counselor(s), clerical staff, and any other high school personnel that may be necessary, will be the responsibility of the ISD.
- E. 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.

Location

The Pathways in Technology Early College High School will offer courses at the P-TECH campus for ISD students served in 9th and 10th grades. P-TECH courses for 11th and 12th grades will be held at the MCC campus as appropriate. Approved locations and delivery models can include:

- P-TECH site
- MCC campus
- Internet Delivery, including hybrid

Subchapter B, Chapter 39

The P-TECH shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39 and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled to account for 15 percent of the student's final grade for the course. In addition, the P-TECH will administer the Texas Success Initiative college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing.

P-TECH students will be required to participate in the appropriate end-of-course assessment instruments for secondary-level courses in Algebra I, biology, English I, English II, and United States history as specified in Texas Education Code 39. 023. Early College High School students will be required to participate in Algebra I EOC in grade 8; English Language Arts I EOC and Biology EOC in grade 9; and English Language Arts II EOC and United States History EOC in grade 10.

Grading Periods and Policies

P-TECH students classified as freshmen and sophomores will be enrolled in coursework at the P-TECH campus. P-TECH students classified as juniors and seniors will receive course instruction at the MCC campus, as appropriate.

Grading periods and policies for high school courses will be governed by ISD high school policies and procedures. All grades will be recorded in a numerical format or other format approved by the ISD. ISD Grade Point Average (GPA) policies will remain in place for the P-TECH students. P-TECH course grades are weighted for Grade Point Average purposes as specified by the ISD. All grading practices and policies are defined in the P-TECH Student and Parent Handbook.

Grading periods and policies for college credit courses will be under the authority of the College. MCC grading practices are on a semester rotation. The Course Catalog, syllabi and policies at MCC will determine the grading practices. Grades for college credit coursework will be provided to the P-TECH each semester the week following final exams.

Eligible Courses

1. Courses approved for dual credit for a P-TECH student must be applicable to a college certificate or degree.
2. This agreement does not apply to MCC Continuing Education courses.

Student Eligibility

1. Eligibility requirements specified in the dual credit portion of this agreement will apply unless specifically noted in this document.
2. Students enrolled in a Texas Education Agency-approved PTECH shall be permitted to enroll in EDUC 1300, ARTS 1301, MUSI 1306, and DRAM 1310 without passing TSIA2 ELAR scores or a 945 on the ELAR multiple choice section under the following conditions.
 - a. TSIA-2 scores must be on file at MCC.
 - b. The student must achieve these minimum scores on the TSIA2: CRC score 910-944, Diagnostic level 4-6, Essay 3-4.
 - c. Students enrolled in dual credit coursework under this rule may enroll in no more than one course per semester, and EDUC 1300 must be taken first.

- d. The student must earn a C or better in the first course taken under this rule in order to take a second one under this rule. When college-ready TSIA-2 scores or other qualifying scores have been submitted to MCC, standard dual credit rules will apply.

Courses of Study

Courses of study have been developed to allow the implementation of rigorous academic standards. See Appendix B for the courses of study developed for the ISD.

Curriculum Alignment

Curriculum alignment will be assured through completed grade level based “crosswalks” or matrices that delineate which P-TECH courses may be taken for college credit. The crosswalks will be reviewed annually by MCC and the P-TECH.

See Appendix A for the detailed course crosswalk.

Instructional Materials

Instructional materials for high school courses will be under the authority of the ISD and the P-TECH. Instructional materials will be provided that align with approved PEIMS courses as specified by the Texas Education Code, the High School curriculum and teacher syllabi.

Students enrolled in MCC courses will use instructional materials adopted by MCC. The P-TECH will be responsible for purchasing appropriate materials, including college textbooks, for students enrolled in college credit courses. P-TECH faculty teaching college credit courses as MCC adjunct faculty may select their own instructional materials if permitted by the policies of the MCC department/division.

To the extent possible, MCC will coordinate with the ISD to reduce college textbook costs through use over multiple semesters and/or the use of low-cost open educational resources.

Financial Responsibility

As specified in the dual credit portion of this agreement, MCC participates in the state Financial Aid for Swift Transfer (FAST) program and abides by its policies and procedures. The following ECHS financial responsibilities are spelled out in accordance with those policies as well as the state requirements for a P-TECH partnership.

P-TECH students will not have financial responsibility for tuition, fees, textbooks, or transportation costs associated with the program.

The P-TECH will be responsible for the following for all students: course textbooks; course materials; day to day costs, such as transportation to and from the MCC campus.

MCC will waive dual credit tuition and fees for FAST-eligible P-TECH students, whose status will be determined by the student’s educationally eligibility for the national free/reduced lunch program over the four-year period prior to the dual credit enrollment.

The P-TECH will be responsible for tuition and fees for students who are not FAST eligible. Such students will be charged the tuition rate set by the FAST program plus relevant fees.

P-TECH Enrollment, Attendance, and Conduct

Students are eligible to enroll in the P-TECH after they have filled out all necessary application forms, including parental support forms. The ISD will select students through a blind scoring of each application according to the application rubric. All students enrolled in high school courses will be expected to follow current ISD attendance policies. Attendance records will be taken for all courses offered at the P-TECH campus. Students will also be expected to adhere to the ISD code of conduct.

Students enrolled in college credit courses will follow current MCC attendance policies. Attendance will be taken at MCC based on the College Attendance Policy, published online in the MCC General Catalog. Students will be expected to adhere to the General Conduct policy of the college, also published online in the MCC General Catalog.

Building a College Culture

The P-TECH and MCC will establish a learning community that blends high school and college, instilling a college-going culture among participating students. P-TECH students will:

- develop a four-year high school graduation plan and post-secondary plan;
- participate in high school credit classes and college credit classes for which students receive both high school and college credit; and
- participate in an advisory program which provides college campus orientation, academic counseling, college and career planning and additional student counseling.

Professional Development

Professional Development of the P-TECH staff will be on-going, and will be provided through a selected Campus Improvement Team. The MCC liaison will meet with the Team to identify any challenges and make recommendations to the Principal for effective coordination, collaboration and continued development of the P-TECH. P-TECH faculty teaching college credit courses will be expected to participate in professional development activities offered by MCC, a minimum of 4 hours per academic year, which may include Professional Development Day, the annual Dual Credit Seminar, general faculty meetings, and division meetings. Professional development of MCC faculty will be addressed by MCC.

MCC will endeavor to provide professional development opportunities that will promote interaction between P-TECH, MCC faculty and advisors.

Procedures for Collecting and Sharing Data

Student data will be collected at the P-TECH facility in accordance with state regulations and ISD data collection procedures. All student data will be disaggregated from the High School general population. Student data to be shared with MCC will include, but is not limited to, demographic and academic information, including TSI readiness by grade level, SAT/ACT and PSAT scores, number of hours taken and credits earned, GPA's, results of State assessments, and any other data necessary to assess program effectiveness in accordance with the Family Education Rights and Privacy Act.

The Parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. In accordance with the Family Education Rights and Privacy Act (“FERPA”) (20 U.S.C. §1232g) and ISD Board Policy, all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA. For purposes of this agreement, each party designates the other party as its agent with legitimate educational interest in the students’ educational records for purposes of FERPA.

Records related to teacher qualifications will be maintained by the ISD and MCC in accordance with current institutional policies related to privacy and recordkeeping. ISD teachers applying for adjunct faculty positions with MCC will submit appropriate paperwork directly to MCC.

Evaluation

The ISD and MCC will develop a plan for the evaluation of the P-TECH program to be completed each year that will include, but not be limited to, attendance and retention rates, GPA of high school-credit only courses and college courses, satisfactory progress in college courses, and adequate progress toward the college-readiness of the students in the program.

Additional Requirements--Dual Credit at MCC

Given that a P-TECH program is a specialized form of dual credit, the MCC policies regarding dual credit will also apply to P-TECH students from the ISD unless noted otherwise in the P-TECH portion of the agreement.

A separate section of this agreement details the dual credit agreement between MCC and the ISD, covering both P-TECH students (except as noted above) and traditional dual credit students from the ISD.

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 following the notice. It is the intent of both parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of the P-TECH, unless the parties mutually agree.

Provision for Discontinuation

Discontinuation of the P-TECH program will only be allowed at the end of a grade level cohort, or when a cohort graduates. Discontinuation of the program will provide for the support of students enrolled in the program to ensure proper planning for graduation, and meet all the required elements of the program until complete discontinuation of the program.



College Prep Course Agreement

August 1, 2024 – July 31, 2025

MEMORANDUM OF UNDERSTANDING COLLEGE PREP MATHEMATICS AND ENGLISH LANGUAGE ARTS COURSES

This Memorandum of Understanding (MOU) is entered into as of the 1st day of August, 2024, (the “Effective Date”) between the Waco Independent School District (“ISD”) and McLennan Community College (“MCC”).

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English Language Arts;

WHEREAS, the parties have agreed to enter into a collaborative agreement where students who are deemed not to be college ready per House Bill 5, Section 10;

WHEREAS, the ISD and MCC jointly recognized an opportunity to create seamless pathways for students to enter into college level work in Mathematics and English Language Arts without further remediation;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ISD and MCC, intending to be legally bound, agree as follows:

1. Scope of Services. The ISD and MCC agree to collaborate to develop and maintain developmental Mathematics and English Language Arts courses that meet the terms of this agreement as outlined in the Support and Services section of this MOU. The ISD and MCC will communicate regularly to maintain the integrity and evaluate the effectiveness of the program.
2. Term. The term of this MOU shall begin on August 1, 2024, and continue for a period of one year. Either party may terminate this MOU, without cause, upon at least thirty (30) days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.
3. Support and Services. The ISD and MCC agree to the following conditions:
 - A. MCC agrees to the following for both the Mathematics and English Language Arts courses:
 - i. To share data and provide feedback regarding student success on entry-level college Mathematics and English Language Arts courses;
 - ii. To train advisors to recognize and honor course(s) on school district transcripts;
 - iii. To ensure that eligible students are counseled directly into college level Mathematics, English Language Arts, and all other courses that require Mathematics and English Language Arts college readiness;

- B. MCC agrees to the following for the college preparatory Mathematics courses:
 - i. To provide Student Learning Outcomes;
 - ii. To provide Instructor Plans (IPs) for the courses being offered;
 - iii. To recommend a Math XL-based product (such as MyMathLab or MyFoundationsLab) for each student enrolled in the course;

- C. MCC agrees to the following for the college preparatory English Language Arts course:
 - i. To provide the Student Learning Outcomes for the Integrated Reading and Writing (INRW 0402) course;
 - ii. To provide the syllabi, including types of essays required (i.e., expository, persuasive, and critical analysis) and the rubrics for grading those essays, including the reading skills assessments required;
 - iii. To recommend use of the McLennan-adopted INRW textbook and the associated online product, Connect, for each student enrolled in the course;

- D. The ISD agrees to the following for both the Mathematics and English Language Arts courses:
 - i. To provide highly qualified instructors for the courses being taught;
 - ii. To identify students who are not college ready as stated in HB 5;
 - iii. To provide professional development and resources required to teach the Mathematics and English Language Arts courses;
 - iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
 - v. To provide curriculum for the course that is consistent with MCC Student Learning Outcomes;
 - vi. To follow the the ISD grading expectations;
 - vii. To administer the relevant portions of the TSI Assessment as the final exam for the year-long course sequences without exception, including the Adult Basic Education (ABE) portions of the TSI Assessment;
 - viii. To provide assistance with college enrollment and financial aid applications;

- E. The ISD agrees to the following for the college preparatory Mathematics course:
 - i. To teach Elementary Algebra during the fall semester and Intermediate Algebra the spring semester;
 - ii. To administer the Mathematics section of the TSI assessment as the final exam, including the Adult Basic Education (ABE) portions of the TSI Assessment;
 - iii. To ensure transferability of the course grade to MCC, the student must have a passing score on the Mathematics section of the TSI Assessment;

- F. The ISD agrees to the following for the college preparatory English Language Arts course:

- i. To teach a course in Integrated Reading and Writing (INRW 0402) that focuses on critical reading and college-level writing, as well as college readiness skills;
 - ii. To use the curricular objectives and assignments established by MCC, including grading methods and rubrics for essays, and the particular major reading exams;
 - iii. To administer the reading and writing sections of the TSI Assessment as the final exam for the course, including the Adult Basic Education (ABE) portions of the TSI Assessment;
 - iv. To ensure transferability of the course grade to MCC, the student must have passing scores on the reading and writing sections of the TSI Assessment.
4. Non-Compliance. Notwithstanding any provision herein to the contrary, if MCC does not comply with any part of the MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from the ISD, this MOU may be terminated immediately upon written notice from the ISD, at the ISD's sole discretion.
5. Liability. Neither the ISD nor its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of district property and/or equipment by MCC and MCC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this MOU, or (c) any act, omission, or negligence of MCC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

Except as may otherwise be provided herein, the ISD makes no expressed or implied warranties of any kind, to the fullest extent permissible under applicable law, the ISD disclaims all warranties, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, and delays, except as expressly provided herein or as required by law, under no circumstances shall the ISD be liable for exemplary, special, punitive, consequential, or incidental damages, including, without limitation, lost profits, business revenue, or goodwill due to any cause whatsoever, even if the ISD has been advised of the possibility of such damages.

6. Indemnity. MCC and the ISD agree that both institutions shall indemnify, defend, and hold harmless each other as well as past, present, and future trustees, officers, and employees, from and against all claims, demands, causes of action, damages, costs, and expenses, including, without limitation, court costs and reasonable attorney's fees, of any kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of MCC's participants, visitors, agents, employees, contractors, invitees, or licensees done in connection with this MOU. Both institution's obligations under this clause shall survive termination or expiration of this MOU.
7. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return

receipt requested, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to the ISD: Dr. Susan Kincannon
 Superintendent
 Waco ISD
 PO Box 27
 Waco, TX 76703-0027

If to MCC: Dr. Johnette McKown
 President, McLennan Community College
 1400 College Drive
 Waco, TX 76708

Either party may change such address for notice for the party designated to receive such notice by giving written notice to the other party as provided in this paragraph.

8. Relationship of the Parties. It is understood and agreed that MCC is a separate legal entity from the ISD and MCC is not an employee, agent, joint venture, or partner of the ISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the ISD and either MCC or any employee or agent of MCC.
9. No Waiver of the ISD's Immunity. The execution of this MOU and the performance by the ISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and the ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the ISD, its trustees, officers, employees, or agents under federal or Texas laws.
10. No Third Party Beneficiaries. Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.
11. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in McLennan County, Texas.
12. Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU

and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties of this MOU.

13. Severability. In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
14. Interpretation. The parties agree that the normal rules of construction that require that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.
15. Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to the incorporated in this MOU.
16. Assignment. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by MCC without the prior written acknowledgment and authorization of the ISD. Any attempted assignment by MCC without the ISD's prior written consent shall be void.
17. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification or any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
18. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
19. Counterparts. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

20. Non-Discrimination. Neither McLennan Community College nor the ISD will discriminate on the basis of sex, age, handicap, race, color, and national origin in its educational and vocational programs, activities, or employment as required by Title IX, Section 504 and Title VI.

NOTICE: TEXAS COLLEGE BRIDGE PROGRAM

McLennan Community College has signed an MOU with Texas College Bridge and thereby supports compliance with HB 5 in this manner. Student scores from the Texas College Bridge program are delivered directly to the College to be utilized to determine readiness for college courses and to determine appropriate placement. TSIA scores are not necessary to determine college readiness for students who have completed the Texas College Bridge program satisfactorily.

Texas College Bridge is a program separate from the college prep agreement detailed above with a separate memorandum of understanding the district may sign with the state of Texas. Interested districts may find additional information at texascollegebridge.org.



Data Sharing Agreement, Dual Credit and Scholarships Family Educational Rights and Privacy Act (FERPA) August 1, 2024 – July 31, 2025

Section 1.0 Parties

This Data Sharing Agreement for Dual Credit Partnership is entered into by and between McLennan Community College (“MCC”) and Waco ISD (“ISD”). At times, MCC and the ISD are referred to individually as “Party” and collectively as “Parties.”

The Contact Information for MCC is: Dr. Londa Carriveau
Director, Educational Partnerships
1400 College Drive
Waco, TX 76708
lcarriveau@mclellan.edu

The Contact Information for the ISD is: Mr. David Hamilton
Executive Director for Secondary Education
PO Box 27
Waco, TX 76703-0027
david.hamilton@wacoisd.org

Section 2.0 Term of Agreement

The term of this Agreement begins upon execution by the last party to sign and ends on July 31, 2024, unless terminated earlier by the Parties. The Parties may extend the term of this Agreement by an amendment signed by the Parties.

Section 3.0 Background and Purpose

The purpose of this Agreement is to document the rights and obligations of the Parties pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99, in order to protect the privacy of students’ education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) the right to access student records.

Section 4.0 Data

For the purpose of this Agreement, the definitions of “directory information,” “education records,” and “personally identifiable information” are set out in 34 C.F.R. § 99.3. The Parties agree and represent that the information shared under this Agreement is narrowly tailored to meet the applicable exceptions set out in Section 5.0, below.

The Parties agree that MCC will share the following data with the ISD.

1. An unofficial transcript at the end of each semester for each dual credit student enrolled from the ISD.
2. A minimum of two progress reports per semester for dual credit students.
3. Attendance data for students from the ISD enrolled in dual credit-only sections, as requested by the ISD.

4. Enrollment data for students from the ISD, including course schedule, registration holds, or other impediments to successful registration in a dual credit course at MCC.
5. Identification of students identified as eligible for the Financial Aid for Swift Transfer (FAST) program by the state of Texas.
6. Notifications of student disciplinary or academic integrity issues that would interfere with participation in the dual credit program.

The Parties agree that the ISD will share the following data with MCC.

1. A current high school transcript for each dual credit student upon application for admission to the dual credit program and one updated transcript per academic year thereafter while the student remains active in the dual credit program.
2. SAT, ACT, PSAT, Plan, STAAR EOC, or other test scores that may exempt or waive students from the requirement to test as college ready on the TSI Assessment exam.
3. The TSDS number for each dual credit applicant and/or other student identifiers required by the state of Texas to verify student eligibility for the state FAST program.
4. Identification of dual credit applicants reported to TEA as economically disadvantaged, as indicated by free/reduced lunch status, within the four-year period prior to this agreement.
5. Current record of bacterial meningitis vaccination for students enrolling in courses on the MCC campus.
6. Notifications of student disciplinary actions or other issues that would prohibit the student from participating in an ongoing dual credit course.
7. At the end of each spring semester, names and contact information for the high school juniors in the top 20% of their class, who will be recognized with an MCC academic scholarship.
8. If free TSIA preparation is provided to students of the district by MCC, the district will provide to MCC de-identified data showing pre- and post-test results for participating students.

Section 5.0 Applicable FERPA Provisions

5.01 MCC obtained written consent to exchange student records with the ISD. (§99.30)

The Dual Credit Schedule Request form completed and signed by the student each semester includes a notice that the student signature authorizes exchange of educational records between MCC and the student's high school. Copies of completed Schedule Request forms are maintained in the student's MCC digital record.

5.02 The exchange of student education records between MCC and the ISD also falls under an exception to the FERPA written consent rule. (§99.31)

“The disclosure is to officials of another institution of postsecondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.” (AACRAO 2012 FERPA Guide, pp. 16-17).

Section 6.0 FERPA Confidentiality and Data Governance Provisions

The Parties agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing federal regulations, 34 C.F.R. Part 99. Each Party agrees to protect with reasonable data security procedures any confidential student information it receives or accesses that could make a student's identity traceable. Each Party agrees that the data shall be treated as FERPA-confidential and in accordance with this Agreement regardless of which Party possesses the data.

The Parties are authorized to use data obtained under this agreement for the purposes of student enrollment, transcription of college and/or high school course credit, and assessment of MCC high school GPA-based scholarship awards.

Section 7.0 General Terms Applicable to All Access

- a. The Parties each individually and collectively represent that under all terms of this Agreement the disclosure of education records is for an education purpose and the access is narrowly tailored to permit disclosure of PII and education records only as essential to carry out the terms of the dual credit and scholarship programs.
- b. Each Party agrees individually that it and its employees and authorized representatives who access information pursuant to this Agreement will use the information only for the purpose(s) expressly authorized under the Agreement and shall not use or disclose the information for any other purpose except by written amendment to this Agreement. This Agreement further expressly prohibits “unauthorized look-ups.”
- c. Each Party individually agrees to allow access to PII only to those individuals employed by the ISD with a need to know.
- d. The Parties represent that they will ensure that each individual who is able to access PII is expressly informed of the limitations on the right to access and use the PII. The Parties represent that they will immediately terminate access to PII and have the right to discipline any authorized representative who fails to comply with this Agreement or otherwise violates FERPA.
- e. The Parties represent that they will not redisclose any data or PII governed by this agreement without express permission from the party that provided the original data.

Section 8.0 Breach

Any breach of this Agreement leading to unlawful disclosure of education records or PII that is covered under 20 U.S.C. § 1232g and its implementing regulations in 34 C.F.R. Part 99 constitutes a material breach of this Agreement and constitutes cause for immediate termination by MCC.

Section 9.0 Termination

Either party may terminate this agreement without cause upon fifteen (15)-days written notice. Any unlawful disclosure of information covered by the Agreement, including by data security incident or breach, shall constitute a break of this Agreement and cause for any party to immediately terminate the Agreement, as set out in Section 9.0. Any duty of confidentiality as to FERPA-protected information at any time subject to the Agreement shall survive this Agreement notwithstanding termination of this Agreement.

Section 10.0 Amendment

This Agreement may be modified only by written amendment executed by the Parties hereto. No amendment shall be effective except upon final signature of all parties. This Agreement, and executed amendments hereto, constitutes the final and exclusive agreement of the Parties.

Appendix A: Course Crosswalk for Waco ISD

The chart below is a complete list of courses accepted as dual credit by the District with the corresponding high school course information. The District may add courses to be articulated for credit by submitting an amendment to this agreement during the academic year.

College Course	College Course Name	MCC Pathway or Credential	High School Course to be Articulated	Amount of HS Credit	High School Endorsement	Course for: Dual Credit, PTECH, ECHS, PTECH, All
ACCT 2301	Principles of Financial Accounting	Business Administration, Field of Study	13016800 Financial Analysis	1	Business & Industry	Dual Credit, PTECH
ACCT 2302	Principles of Managerial Accounting	Business Administration, Field of Study	13016700 Accounting II	1	Business & Industry	Dual Credit, PTECH
ARTS 1301	Art Appreciation	Core	03500110 Art Appreciation	1	Arts & Humanities	Dual Credit, PTECH
ARTS 1303	Art History I	Core	03500110 Art I or 03500200 Art II	1	Arts & Humanities	Dual Credit, PTECH
ARTS 1304	Art History II	Core	03500200 Art II or 03500300 Art III or 03500400 Art IV	1	Arts & Humanities	Dual Credit, PTECH
BCIS 1305	Business Computer Applications	Core	13011400 Business Information Management I	1	Business & Industry	Dual Credit, PTECH
BIOL 1322	Nutrition & Diet Therapy	Nursing, Field of Study	13024500 Lifetime Nutrition and Wellness	0.5	Public Services	Dual Credit, PTECH
BIOL 1406	Biology for Science Majors	Core	13037200 Scientific Research & Design (A)*^	0.5	STEM	Dual Credit, PTECH
BIOL 1407	Biology for Science Majors II	Core	13037200 Scientific Research & Design (B)*^	0.5	STEM	Dual Credit, PTECH
BIOL 1408	Biology for Non-Science Majors I	Core	13037200 Scientific Research & Design (A)*^	0.5	STEM	Dual Credit, PTECH
BIOL 1409	Biology for Non-Science Majors II	Core	13037200 Scientific Research & Design (B)*^	0.5	STEM	Dual Credit, PTECH

BIOL 1413	General Zoology	Core	03060300 or 03060310 Specialized Topics in Science (First or Second Time Taken)	0.5	Multidisciplinary, STEM	Dual Credit
BIOL 2401	Anatomy and Physiology I	Core	13020600 Anatomy & Physiology (A)	0.5	STEM and Public Services	Dual Credit, PTECH
BIOL 2402	Anatomy and Physiology II	Core	13020600 Anatomy & Physiology (B)	0.5	STEM and Public Services	Dual Credit, PTECH
BIOL 2404	Anatomy and Physiology (specialized)	Core	13020600 Anatomy & Physiology or IHE11200 Science, Institution of Higher Education Endorsed	1	Public Service OR STEM	Dual Credit, PTECH
BIOL 2420	Microbiology for Non- Science Majors	Core	13020700 Medical Microbiology	1	STEM and Public Services	Dual Credit, PTECH
BUSI 1301	Survey of Business	Business Administration, Field of Study	13011800 Global Business	0.5	Business & Industry	Dual Credit
CHEM 1405	Chemistry for Non-Science Majors	Core	03040000 Chemistry or 13037201 Scientific Research & Design I*^	1	STEM	Dual Credit, PTECH
CHEM 1411	General Chemistry I	Core	03040000 Chemistry (A) or 13037201 Scientific Research & Design I (A)*^	0.5	STEM	Dual Credit, PTECH
CHEM 1412	General Chemistry II	Core	03040000 Chemistry (B) or 13037201 Scientific Research & Design I (B)*^	0.5	STEM	Dual Credit, PTECH
COMM 1307	Intro to Mass Communication	Core	03241401 Contemporary Media	1	Foundation	Dual Credit, PTECH
CRIJ 1301	Intro to Criminal Justice	Core; Criminal Justice, Field of Study	13029300 Law Enforcement I	1	Public Services	Dual Credit, PTECH
CRIJ 1306	Court Systems and Practices	Criminal Justice, Field of Study	13029600 Court Systems & Practices	1	Public Services	Dual Credit, PTECH
CRIJ 1310	Fundamentals of Criminal Law	Criminal Justice, Field of Study	13028900 Federal Law Enforcement and Protective Services	1	Public Services	Dual Credit, PTECH

CRIJ 1313	Juvenile Justice System	Criminal Justice, Field of Study-Directed Elective	13030100 Practicum in Law, Public Safety, Corrections and Security	2	Public Services	Dual Credit, PTECH
CRIJ 2313	Correctional Systems and Practices	Criminal Justice, Field of Study	13029700 Correctional Services	1	Public Services	Dual Credit, PTECH
CRIJ 2314	Criminal Investigations	Criminal Justice, Field of Study-Directed Elective	13029550 Criminal Investigations	1	Public Services	Dual Credit, PTECH
CRIJ 2328	Police Systems and Practices	Criminal Justice, Field of Study	13029400 Law Enforcement II	1	Public Services	Dual Credit, PTECH
DRAM 1310	Introduction to Theater	Core	03250100 Theater I	1	Arts & Humanities	Dual Credit, PTECH
ECON 2301	Principles of Macroeconomics	Core	03310300 Economics with Emphasis on the Free Enterprise System	0.5	Multidisciplinary	Dual Credit, PTECH
ECON 2302	Principles of Microeconomics	Core	03310301 Economics Adv. Studies	0.5	Arts & Humanities	Dual Credit, PTECH
EDUC 1300	Learning Frameworks	Core	N1290050 College Transition	0.5	Foundation	Dual Credit, PTECH
EDUC 1301	Introduction to the Teaching Profession	AA, Teaching	13014500 Practicum in Education and Training I A	1	Public Services	Dual Credit, PTECH
EDUC 2301	Introduction to Special Populations	AA, Teaching	13014500 Practicum in Education and Training I B	1	Public Services	Dual Credit, PTECH
EMSP 1160	Clinical - EMT	Paramedicine, Level 1 Certificate	13030100 Practicum in Law, Public Safety, Corrections, and Security	1	Public Services	Dual Credit, PTECH

EMSP 1173	EMS Agility & Fitness	Paramedicine, Level 1 Certificate	PES00052 Foundations of Personal Fitness or; PES00053 Adventure/Outdoor Education or; PES00054 Aerobic Activities or; PES00055 Individual or Team Sports	0.5	Foundation	Dual Credit, PTECH
EMSP 1501	Emergency Medical Technician	Paramedicine, Level 1 Certificate	N1303015 Emergency Medical Technician, Basic	0.5	Public Services	Dual Credit, PTECH
EMSP 2271	Simulation in Respiratory Care	Paramedicine, Level 1 Certificate	12701500 Problem Based Research or; 12701510 Problem Based Research or; 1201520 Problem Based Research	1	Public Services	Dual Credit, PTECH
ENGL 1301	Composition I	Core	03220400 English IV (A)	0.5	Multidisciplinary	Dual Credit, PTECH
ENGL 1301	Composition I	Core	03220300 English III (A)	0.5	Multidisciplinary	Dual Credit, PTECH
ENGL 1302	Composition II	Core	03220400 English IV (B)	0.5	Multidisciplinary	Dual Credit, PTECH
ENGL 1302	Composition II	Core	03220300 English III (B)	0.5	Multidisciplinary	Dual Credit, PTECH
ENGL 2311	Technical & Business Writing	Core	03221100 Research & Technical Writing	1	Multidisciplinary	Dual Credit, PTECH
ENGL 2321	British Lit (I & II combined)	Core	03221800 Independent Study English I*	1	Multidisciplinary	Dual Credit, PTECH
ENGL 2322	British Literature I	Core	03221800 Independent Study English I	1	Multidisciplinary	Dual Credit, PTECH
ENGL 2326	American Lit (I & II combined)	Core	03221600 Humanities	1	Multidisciplinary	Dual Credit, PTECH
ENGL 2327	American Literature II	Core	English IV	1	Multidisciplinary	PTECH

ENGL 2328	American Literature II	Core	03221600 Humanities	1	Multidisciplinary	Dual Credit, PTECH
ENVR 1101	Environmental Science I, Lab	Core	03020000 Environmental Systems	Local 1	STEM	Dual Credit, PTECH
ENVR 1102	Environmental Science II, Lecture	Core	03060300 or 03060310 Specialized Topics in Science (First or Second Time Taken)	Local - 1	N/A	Dual Credit
ENVR 1301	Environmental Science I, Lecture	Core	03020000 Environmental Systems	1	STEM	Dual Credit, PTECH
ENVR 1302	Environmental Science II, Lab	Core	03060300 or 03060310 Specialized Topics in Science (First or Second Time Taken)	1	Multidisciplinary, STEM	Dual Credit
GEOL 1401	Earth Science Lecture and Lab	Core	03060200 Earth & Space Science or IHE11200 Science, Institution of Higher Education Endorsed	1	STEM	Dual Credit, PTECH
GEOL 1403	Physical Geology (Lect & Lab)	Core	03060200 Earth & Space Science or IHE11200 Science, Institution of Higher Education Endorsed	1	STEM	Dual Credit, PTECH
GOVT 2305	Federal Government	Core	03330100 US Government	0.5	Multidisciplinary	Dual Credit, PTECH
GOVT 2306	Texas Government	Core	03380002 Special Topics in Social Studies I	0.5	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH
HIST 1301	United States History I	Core	03340100 US History A	0.5	Multidisciplinary	Dual Credit, PTECH
HIST 1302	United States History II	Core	03340100 US History B	0.5	Multidisciplinary	Dual Credit, PTECH
HIST 2321	World Civilizations I	Core	03340400 World History Studies (A)	0.5	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH
HIST 2322	World Civilizations II	Core	03340400 World History Studies (A)	0.5	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH

HPRS 1206	Essentials to Medical Terminology	Nursing, Field of Study-MCC Elective	13020300 Medical Terminology	1	Public Service	Dual Credit, PTECH
HUMA 1301	Introduction to Humanities I	Core	03221600 Humanities	1	Foundation	Dual Credit, PTECH
HUMA 1315	Fine Arts Appreciation	Core	03500110 Art Appreciation	1	Foundation	Dual Credit, PTECH
MATH 1314	College Algebra	Core	03101100 Pre-Calculus (A) or 03102500 Independent Study In Mathematics I (A)*	0.5	STEM	Dual Credit, PTECH
MATH 1316	Plane Trigonometry	Core	03101100 Pre-Calculus (B) or 03102500 Independent Study In Mathematics I (B)*	0.5	STEM	Dual Credit, PTECH
MATH 1324	Math for Business and Social Science	Core	13018000 Financial Mathematics	1	Foundation	Dual Credit, PTECH
MATH 1325	Calculus for Business and Social Science	Core	IHE11100 Mathematics, Institution of Higher Education Endorsed	1	STEM	Dual Credit, PTECH
MATH 1332	Contemporary Mathematics	Core	03102510 Advanced Quantitative Reasoning	1	STEM	Dual Credit, PTECH
MATH 1342	Elementary Statistical Methods	Core	03102530 Statistics	1	Foundation	Dual Credit, PTECH
MATH 1350	Mathematics for Teachers I	AA, Teaching	03102500 Independent Study in Math I (A)*	0.5	Public Service	Dual Credit, PTECH
MATH 1351	Mathematics for Teachers II	AA, Teaching	03102500 Independent Study in Math I (B)*	0.5	Public Service	Dual Credit, PTECH
MATH 2412	Pre-Calculus Mathematics	Core	IHE11100 Mathematics, Institution of Higher Education Endorsed	1	STEM	Dual Credit, PTECH
MATH 2413	Calculus I	Core	IHE11100 Mathematics, Institution of Higher Education Endorsed (A)	0.5	STEM	Dual Credit, PTECH
MATH 2414	Calculus II	Core	IHE11100 Mathematics, Institution of Higher Education Endorsed (B)	0.5	STEM	Dual Credit, PTECH

MUSI 1306	Music Appreciation	Core	03155600 Music Appreciation	1	Arts & Humanities	Dual Credit, PTECH
MUSI 1307	Music Literature	Core	03156400 Music Studies, Music and Media Communications I	1	Arts & Humanities	Dual Credit, PTECH
MUSI 1310	American Music	Core	03155700 Music Studies, Music Appreciation II	1	Arts & Humanities	Dual Credit, PTECH
PHIL 1301	Introduction to Philosophy	Core	03380002 Special Topics in Social Studies I*	0.5	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH
PHYS 1401	College Physics I	Core	03050000 Physics (A) or Scientific Research and Design (A)*^	0.5	STEM	Dual Credit, PTECH
PHYS 1402	College Physics II	Core	03050000 Physics (B) or Scientific Research and Design (B)*^	0.5	STEM	Dual Credit, PTECH
PHYS 2425	University Physics I	Core	IHE11200 Science, Institution of Higher Education Endorsed~	1	STEM	Dual Credit, PTECH
PSYC 2301	General Psychology	Core	03350100 Psychology	0.5	Arts & Humanities	Dual Credit, PTECH
PSYC 2314	Lifespan Growth & Development	Core	13014300 Human Growth & Development	1	Public Service	Dual Credit, PTECH
PSYC 2319	Social Psychology	Core	03380002 Special Topics in Social Studies I*	0.5	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH
SGNL 1401	Beginning ASL I	AAS, Interpreter Training; foreign language	03980100 ASL I	1	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH
SGNL 1402	Beginning ASL II	AAS, Interpreter Training; foreign language	03980200 ASL II	1	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH
SGNL 1403	Intermediate ASL I	AAS, Interpreter Training;	03980300 ASL III	1	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH

		foreign language				
SGNL 1404	Intermediate ASL II	AAS, Interpreter Training; foreign language	03980400 ASL IV	1	Arts & Humanities and Multidisciplinary	Dual Credit, PTECH
SOCI 1301	Introduction to Sociology	Core	03370100 Sociology	0.5	Arts & Humanities	Dual Credit, PTECH
SOCI 2336	Criminology	Core	N1303012 Forensic Psychology	1	Public Services	Dual Credit, PTECH
SPCH 1311	Introduction to Speech Communication	Core	03241400 Communication Applications	0.5	Foundation	Dual Credit, PTECH
SPCH 1315	Public Speaking	Core	03240900 Public Speaking I	1	Foundation	Dual Credit, PTECH
SPCH 1318	Interpersonal Communication	Core	03241200 Independent Study in Speech I*	1	Foundation	Dual Credit, PTECH
SPCH 1321	Business & Professional Communication	Core	13009900 Professional Communications	0.5	Foundation	Dual Credit, PTECH
TECA 1354	Child Growth & Development	Core	13024700 Child Development	1	Public Services	Dual Credit, PTECH

APPENDIX B – COURSE(S) OF STUDY

The degree tracks identified below represent the most common credentials sought by the students from the ISD. Students seeking other credentials will select a program and its accompanying degree guide in consultation with an MCC advisor.

Degree plans are initially selected during the admissions process, but any dual credit student may schedule a visit with an MCC advisor to review degree plan selection.

The district may not have approved all of the following courses for dual credit. In such cases, students may complete the remaining coursework after high school graduation to earn the indicated credential.

Transfer Block		2024-2025		
<p>The Transfer Block is recommended for dual credit students seeking an Associate of Arts, Associate of Science, or a bachelor degree at a Texas public university—but who do not plan to complete the degree while in high school. Students with other plans will visit with an MCC advisor to select an appropriate degree plan.</p> <p>Although the recommended sequence of courses may be adjusted according to student needs, the chart indicates the earliest high school year in which a particular course should be taken.</p>				
TSIA Scores Required		<p>Grade 9 courses require 945 ELAR multiple choice score or equivalent.</p> <p>Grades 10-11 courses require passing TSIA ELAR score or equivalent.</p>		
<i>Earliest eligible high school year</i>	Grade 9	Grade 10	Grade 11	
<i>Dual credit course</i>	<ul style="list-style-type: none"> • EDUC 1300 Select 1: • ARTS 1301 • DRAM 1310 • MUSI 1306 	<ul style="list-style-type: none"> • SPCH 1315 • HIST 1301 • HIST 1302 	<ul style="list-style-type: none"> • ENGL 1301 • ENGL 1302 • GOVT 2305 • GOVT 2306 Select 1*: • ECON 2301 • PSYC 2301 • SOCI 1301 	
<p>*Students are encouraged to consult an MCC advisor to assist with this course selection. Business students frequently need ECON 2301; students planning for a career in health professions often need PSYC 2301.</p>				

Associate of Arts in Teaching		2024-2025	
Pathway to Tarleton-Waco Education Degree			
<p>This Associate of Arts degree plan has been developed for students planning to obtain a bachelor of arts degree in education at Tarleton State University, either EC-3, EC-6, or grades 4-8 English/Social Studies. The bachelor degree may be completed through Tarleton in Waco.</p> <p>Courses in this degree plan are available online. EDUC courses may require school site visits.</p>			
TSIA Scores Required		<p>Grade 9 courses require 945 ELAR multiple choice score or equivalent.</p> <p>Grades 10-12 courses require passing TSIA ELAR score or equivalent.</p> <p>MATH: Passing TSIA math score required before first math course.</p>	
Grade 9	Grade 10	Grade 11	Grade 12
<p>FALL</p> <ul style="list-style-type: none"> • EDUC 1300 <p>SPRING</p> <ul style="list-style-type: none"> • HUMA 1315 	<p>FALL</p> <ul style="list-style-type: none"> • HIST 1301 • SPCH 1315 <p>SPRING</p> <ul style="list-style-type: none"> • HIST 1302 • GOVT 2306 <p>SUMMER</p> <ul style="list-style-type: none"> • SOCI 1301 	<p>FALL</p> <ul style="list-style-type: none"> • ENGL 1301 • MATH 1314 • GOVT 2305 <p>SPRING</p> <ul style="list-style-type: none"> • ENGL 1302 • MATH 1350 • ECON 2301 <p>SUMMER</p> <ul style="list-style-type: none"> • ENGL Literature 	<p>FALL</p> <ul style="list-style-type: none"> • BIOL 1408 • MATH 1351 • EDUC 1301 <p>SPRING</p> <ul style="list-style-type: none"> • GEOL 1401 • TECA 1354 • EDUC 2301
<p>Required, Tarleton EDUC program:</p> <ul style="list-style-type: none"> • College GPA 2.75 • Testing: WritePlacer essay 7 OR WritePlacer essay 6 with 250 on Writing Placement section of Next-Generation Accuplacer Exam • Any additional requirements: Discuss with Tarleton advisor. <p>Additional courses that may be completed at MCC:</p> <ul style="list-style-type: none"> • PHYS 1404 • CHEM 1405 			

Associate of Arts in Teaching		2024-2025	
Pathway to Texas Tech-Waco Education Degree			
<p>This Associate of Arts degree plan has been developed for students planning to obtain a bachelor of arts degree in education at Texas Tech University, grades 4-8 math. The bachelor degree may be completed through Texas Tech in Waco.</p> <p>Courses in this degree plan are available online. EDUC courses may require school site visits.</p>			
TSIA Scores Required		<p>Grade 9 courses require 945 ELAR multiple choice score or equivalent.</p> <p>Grades 10-12 courses require passing TSIA ELAR score or equivalent.</p> <p>MATH: Passing TSIA math score required before first math course.</p>	
Grade 9	Grade 10	Grade 11	Grade 12
<p>FALL</p> <ul style="list-style-type: none"> • EDUC 1300 <p>SPRING</p> <ul style="list-style-type: none"> • ARTS 1301 	<p>FALL</p> <ul style="list-style-type: none"> • HIST 1301 • SPCH 1315 <p>SPRING</p> <ul style="list-style-type: none"> • HIST 1302 • GOVT 2306 <p>SUMMER</p> <ul style="list-style-type: none"> • SOCI 1301 	<p>FALL</p> <ul style="list-style-type: none"> • ENGL 1301 • MATH 1314 • GOVT 2305 <p>SPRING</p> <ul style="list-style-type: none"> • ENGL 1302 • MATH 1350 • PSYC 2301 <p>SUMMER</p> <ul style="list-style-type: none"> • ENGL Literature 	<p>FALL</p> <ul style="list-style-type: none"> • BIOL 1408 • MATH 1351 • EDUC 1301 <p>SPRING</p> <ul style="list-style-type: none"> • GEOL 1403 • MATH 1342 • EDUC 2301
<p>Texas Tech Note:</p> <p>Student should take high school foreign language or prepare for Texas Tech language requirement in another way.</p> <p>Additional courses that may be completed at MCC:</p> <ul style="list-style-type: none"> • PHYS 1404 			

Associate of Arts, Field of Study in Criminal Justice		2024-2025	
The Associate of Arts, Field of Study in Criminal Justice degree plan is best suited for dual credit students intending to seek a bachelor degree in criminal justice from a Texas public institution.			
TSIA Scores Required		Grade 9 courses require 945 ELAR multiple choice score or equivalent. Grades 10-12 courses require passing TSIA ELAR score or equivalent. MATH: Passing TSIA math score required before any math course.	
Grade 9	Grade 10	Grade 11	Grade 12
<p>FALL</p> <ul style="list-style-type: none"> • EDUC 1300 <p>SPRING</p> <p>Select one:</p> <ul style="list-style-type: none"> • ARTS 1301 • DRAM 1310 • MUSI 1306 	<p>FALL</p> <ul style="list-style-type: none"> • HIST 1301 • SPCH 1315 <p>SPRING</p> <ul style="list-style-type: none"> • HIST 1302 • GOVT 2306 <p>SUMMER</p> <ul style="list-style-type: none"> • CRIJ 1301 	<p>FALL</p> <ul style="list-style-type: none"> • ENGL 1301 • GOVT 2305 • CRIJ 1306 <p>SPRING</p> <ul style="list-style-type: none"> • ENGL 1302 • CRIJ 1310 • MATH course <p>SUMMER</p> <ul style="list-style-type: none"> • ENGL Literature 	<p>FALL</p> <ul style="list-style-type: none"> • Science course • CRIJ 2313 • Directed Elective <p>SPRING</p> <ul style="list-style-type: none"> • Science course • CRIJ 2328 • Directed Elective
Students will meet with an MCC transfer advisor to select math, science, and elective courses.			

Associate of Arts, Field of Study in Business Administration 2024-2025			
The Associate of Arts, Field of Study in Business Administration degree plan is best suited for dual credit students seeking a bachelor degree in business administration from a Texas public institution.			
TSIA Scores Required		Grade 9 courses require 945 ELAR multiple choice score or equivalent. Grades 10-12 courses require passing TSIA ELAR score or equivalent. MATH: Passing TSIA math score required before any math course.	
Grade 9	Grade 10	Grade 11	Grade 12
FALL <ul style="list-style-type: none"> • EDUC 1300 SPRING Select one: <ul style="list-style-type: none"> • ARTS 1301 • DRAM 1310 • MUSI 1306 	FALL <ul style="list-style-type: none"> • HIST 1301 • SPCH 1315 SPRING <ul style="list-style-type: none"> • HIST 1302 • GOVT 2306 SUMMER <ul style="list-style-type: none"> • BUSI 1301 	FALL <ul style="list-style-type: none"> • ENGL 1301 • GOVT 2305 • MATH 1324 SPRING <ul style="list-style-type: none"> • ENGL 1302 • ECON 2301 • Directed Elective SUMMER <ul style="list-style-type: none"> • ENGL Literature 	FALL <ul style="list-style-type: none"> • Science course • ECON 2302 • ACCT 2301 SPRING <ul style="list-style-type: none"> • Science course • ACCT 2302 • Directed Elective
Students will meet with an MCC transfer advisor to select science and elective courses.			

Associate of Arts, General Academics		2024-2025	
<p>The Associate of Arts, General Academics degree plan is best suited for dual credit students intending to transfer to a public, Texas college or university with a non-STEM major. Planned courses must be in the MCC core curriculum and should be selected based on the student’s intended bachelor degree plan.</p>			
TSIA Scores Required		<p>Grade 9 courses require 945 ELAR multiple choice score or equivalent.</p> <p>Grades 10-12 courses require passing TSIA ELAR score or equivalent.</p> <p>MATH: Passing TSIA math score required before any math course.</p>	
Grade 9	Grade 10	Grade 11	Grade 12
<p>FALL</p> <ul style="list-style-type: none"> • EDUC 1300 <p>SPRING</p> <p>Select one:</p> <ul style="list-style-type: none"> • ARTS 1301 • DRAM 1310 • MUSI 1306 	<p>FALL</p> <ul style="list-style-type: none"> • HIST 1301 • SPCH 1315 <p>SPRING</p> <ul style="list-style-type: none"> • HIST 1302 • GOVT 2306 <p>SUMMER</p> <ul style="list-style-type: none"> • Elective 	<p>FALL</p> <ul style="list-style-type: none"> • ENGL 1301 • GOVT 2305 • MATH course <p>SPRING</p> <ul style="list-style-type: none"> • ENGL 1302 • Elective <p>Select one*:</p> <ul style="list-style-type: none"> • PSYC 2301 • ECON 2301 • SOCI 1301 <p>SUMMER</p> <ul style="list-style-type: none"> • ENGL Literature 	<p>FALL</p> <ul style="list-style-type: none"> • Science course • Elective • Elective <p>SPRING</p> <ul style="list-style-type: none"> • Science course • Elective • Elective
<p>Students will meet with an MCC transfer advisor to select math, science, and elective courses from the MCC core curriculum that align with the intended bachelor degree plan.</p>			
<p>*Students are encouraged to consult an MCC advisor to assist with this course selection. Business students frequently need ECON 2301; students planning for a career in health professions often need PSYC 2301.</p>			

Associate of Science, General Academics		2024-2025	
<p>The Associate of Science, General Academics degree plan is best suited for dual credit students intending to transfer to a public, Texas college or university with a STEM major. Planned courses must be in the MCC core curriculum and should be selected based on the student’s intended bachelor degree plan.</p>			
TSIA Scores Required		<p>Grade 9 courses require 945 ELAR multiple choice score or equivalent.</p> <p>Grades 10-12 courses require passing TSIA ELAR score or equivalent.</p> <p>MATH: Passing TSIA math score required before any math course.</p>	
Grade 9	Grade 10	Grade 11	Grade 12
<p>FALL</p> <ul style="list-style-type: none"> • EDUC 1300 <p>SPRING</p> <p>Select one:</p> <ul style="list-style-type: none"> • ARTS 1301 • DRAM 1310 • MUSI 1306 	<p>FALL</p> <ul style="list-style-type: none"> • HIST 1301 • SPCH 1315 <p>SPRING</p> <ul style="list-style-type: none"> • HIST 1302 • GOVT 2306 <p>SUMMER</p> <ul style="list-style-type: none"> • Elective 	<p>FALL</p> <ul style="list-style-type: none"> • ENGL 1301 • GOVT 2305 • MATH course <p>SPRING</p> <ul style="list-style-type: none"> • ENGL 1302 • Math/Science Elective <p>Select one*:</p> <ul style="list-style-type: none"> • PSYC 2301 • ECON 2301 • SOCI 1301 <p>SUMMER</p> <ul style="list-style-type: none"> • ENGL Literature 	<p>FALL</p> <ul style="list-style-type: none"> • Science course • Math/Science Elective • Math/Science Elective <p>SPRING</p> <ul style="list-style-type: none"> • Science course • Math/Science Elective
<p>Students will meet with an MCC transfer advisor to select math, science, and elective courses from the MCC core curriculum that align with the intended bachelor degree plan.</p>			
<p>*Students are encouraged to consult an MCC advisor to assist with this course selection. Business students frequently need ECON 2301; students planning for a career in health professions often need PSYC 2301.</p>			

Paramedicine, Level 1 Certificate (EMT)		2024-2025
<p>EMTs are trained to work in the pre-hospital environment and typically work on an ambulance providing emergency treatment in accordance with a physician's protocols. EMT students will study cardiac, obstetric, pediatric, and medical emergencies; learn airway management, pharmacology, basic resuscitation skills, triage and rescue; and perform hospital clinical rotations and complete pre-hospital (ambulance) field internships.</p> <p>EMSP courses offered at MCC. EMSP 1160 includes clinical sites and ambulance ride-outs. Other courses available online.</p>		
TSIA Scores Required	Grade 11	Grade 12
<p>Full Path:</p> <p>945 ELAR multiple choice score or equivalent needed for EDUC 1300 and BIOL 2404.</p> <p>Alternate Path:</p> <p>Passing TSIA scores not required. Enroll in the four EMSP courses for an Occupational Skills Award and eligibility to test for an industry credential</p>	<p>FALL</p> <ul style="list-style-type: none"> • EDUC 1300 • HPRS 1206 <p>SPRING</p> <ul style="list-style-type: none"> • BIOL 2404 	<p>FALL</p> <ul style="list-style-type: none"> • EMSP 1501 <p>SPRING</p> <ul style="list-style-type: none"> • EMSP 1160 • EMSP 2271 • EMSP 1173
<ul style="list-style-type: none"> • The EMSP 1160 Clinicals course will involve hospital clinicals and ambulance ride-outs. These are scheduled by the student and typically occur on the weekend. The clinicals and ride-outs are not scripted but involve live situations. • The EMT program requires specific tests and vaccinations, a background check, and drug screening. Please contact the Paramedicine department for details. • The MCC dual credit tuition exemption may only be used to cover the cost of in-county tuition for this program. Additional costs will be covered by the student and/or the ISD. • Additional costs will likely include textbooks, uniforms, tactical boots, background check, and drug screening. • A mandatory EMS Student Orientation will be scheduled in August. • Texas Firefighter Certification requires completion of a certain level of EMT training. Please visit with an EMT or Fire Training advisor for details. 		



Partnership Agreement
August 1, 2024 – July 31, 2025

SIGNATURE PAGE

2024-2025 Partnership Agreement McLennan Community College and Waco ISD

Dr. Susan Kincannon, Superintendent
On behalf of Waco Independent School District

Date

Dr. Johnette McKown
President
McLennan Community College

Date

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 8, 2024

Contact Person: M. Tish

RE: Purchases over \$50,000 Under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Service

=====

Background Information:

In April 2020, the Board approved a change in Board Policy CH (Local) that requires all purchase requests over \$50,000 to be approved by the Board of Trustees prior to being made. These purchases will be made under a pre-existing bid or purchasing cooperative. The following purchase requests have been made as of August 8, 2024:

Purchasing Cooperative:

- Jacobs Cathey Company/Perryman, Inc. - \$ 81,250.00 - Replace Bard units for the portable buildings at Cedar Ridge ES and Hillcrest PDS - BuyBoard Contract # 720-23, HVAC Equipment, Supplies, and Installation of HVAC Equipment

Fiscal Implications:

The cost of these goods and services will be charged to the appropriate departmental budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the purchase requests over \$50,000, as presented.

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

Date: August 8, 2024

Contact Person: Gloria Barrera

**RE: Consider, Discuss, and Take Appropriate Action Regarding Approval of
Temporary Chiller Rental for Tennyson Middle School**

=====

Background Information:

The Tennyson Middle School heating, ventilation and air conditioning system (HVAC) was designed to run on two chillers. One of the new chillers at Tennyson was delivered by the manufacturer (York) with the wrong electrical and control configuration. CORE Construction and their trade partners are working to resolve this issue prior to August 12, 2024, so that when school opens on August 14, Waco ISD has a complete HVAC system.

In the event that CORE Construction is unable to get the second chiller started up and running by the end of the day on August 12, the District must be ready to execute a purchase order with the vendor to provide a second temporary chiller for the facility. This temporary chiller will remain in place until the York chiller is installed in accordance with the contract documents.

The Lone Star Chiller Systems proposal that is attached provides for the initial installation and three months of chiller rental. The total cost of the installation and three months rental is \$77,440.00.

CORE Construction has been made aware of the Waco ISD's intent to proceed with this work if they do not meet the August 12 deadline. CORE Construction has responded to the notice letter stating that they will have the work complete by August 12. The notice letter provided to CORE and their response letter are both attached to this memo.

Fiscal Implications:

Funding for the cost associated with the temporary chiller will be provided by a back charge to the contract with CORE Construction and will not increase the project cost to Waco ISD.

Administrative Recommendation(s):

Approve the Proposal from Lone Star Chiller Systems and authorize the Superintendent to execute the purchase order for this work.



August 1st 2024

Levi Horn
CORE Construction
6320 Research Rd.
Frisco, TX 75033

RE: 10 Day Notice to Correct HVAC Deficiency at Tennyson Middle School

Dear Mr. Horn,

Austin

811 Barton Springs Road
Suite 900
Austin, TX 78704
512.478.7286

This letter serves as a 10 day notice to CORE Construction to continue the correction of the York Chiller installation and provide a complete and operational HVAC system for the Tennyson Middle School project no later than August 12, 2024.

San Antonio

4040 Broadway, Suite 300
San Antonio, TX 78209
210.224.6032

If Tennyson Middle School does not have two functioning chillers by August 12, 2024, Waco ISD may take action to have a temporary chiller delivered and installed. This installation shall continue in place until the issues with the York chiller have been fully corrected and both chillers are operational.

Houston

1301 Fannin, Suite 755
Houston, Texas 77002
713.487.1583

The Architect will withhold the reasonable costs of this action from future pay applications to reimburse the owner for this expense per Article 9.5.1 of the Contract.

Sincerely,

Douglas Dawson
Senior Associate

oconnellrobertson.com



6320 Research Rd.
Frisco, TX 75033
T 972.668.9340

August 2nd, 2024

Doug Dawson
O'Connell Robertson
811 Barton Springs Road
Suite 900
Austin, TX 78704

RE: CORE Response to 10 Day Notice to Correct HVAC Deficiency at Tennyson Middle School

Mr. Dawson,

This letter serves as a response to the 10-day notice provided to CORE on August 1st, 2024, regarding the York Chiller installation. CORE wants to assure Waco ISD that we remain committed to providing a complete and operational HVAC system for Tennyson Middle School by August 12th, 2024. This commitment will include the active Carrier chiller that is currently supplying HVAC to the building, and an additional chiller connected and functional in the event of a failure of the active Carrier chiller.

CORE and our Trade Partners are finalizing one of two options to assure the school has a complete and operational HVAC system.

- Option 1: Utilize the currently installed York chiller fed from the existing building power. We are currently working with the City of Waco Inspections Office to confirm this proposed solution meets all applicable code requirements.
- Option 2: Utilize a skid mounted chiller system and generator that would be temporarily piped into the chiller yard. This temporary chiller has been reserved and can be available on Wednesday, August 7th, 2024.

Pending feedback from the City of Waco Inspections Office, CORE will proceed with the best option to assure there is a complete and operational HVAC system for Tennyson Middle School. CORE will communicate with WISD which option we are moving forward with by end of day August 7th. If you have any questions, please feel free to give me a call to discuss.

Thank you,

A handwritten signature in black ink that reads "Levi Horn".

Levi Horn
Project Manager

cc: Gary Frazier, President - CORE Construction Services of Texas, Inc. (via email)
Gary Aanenson, Executive Vice President - CORE Construction Services of Texas, Inc. (via email)
Nate Kowallis, Director of Operations - CORE Construction Services of Texas, Inc. (via email)

Dave Sabo, Director of Business Operations - CORE Construction Services of Texas, Inc. (via email)
Matt Buckhannon, VP of Field Operations – CORE Construction Services of Texas, Inc. (via email)
Sarah Norman, Senior Project Manager – CORE Construction Services of Texas, Inc. (via email)
Gloria Barrera, Chief of Operations & Facilities – Waco ISD (via email)
Kevin Hafer, Assistant Director – Construction, Waco ISD (via email)
Jarrod Sterzinger, Principal – O’Connell Robertson (via email)
Travis Lowe, Construction Administrator - O’Connell Robertson (via email)

	<p>Lonestar Chiller Systems LLC 2290 Pleasant Run Rd. Crawford TX 76638 (254) 274-6444, Becky@lonestarchillersystems.com www.lonestarchillersystems.com</p>	<table border="1"> <tr> <td>ESTIMATE #</td> <td>68360747</td> </tr> <tr> <td>DATE</td> <td>08/01/2024</td> </tr> <tr> <td>PO #</td> <td></td> </tr> </table>	ESTIMATE #	68360747	DATE	08/01/2024	PO #	
ESTIMATE #	68360747							
DATE	08/01/2024							
PO #								
<table border="1"> <tr> <th>CUSTOMER</th> </tr> <tr> <td> Waco ISD Tennyson Middle School Keith Dempsey (254) 717-4987 keith.dempsey@wacoisd.org </td> </tr> </table>	CUSTOMER	Waco ISD Tennyson Middle School Keith Dempsey (254) 717-4987 keith.dempsey@wacoisd.org		<table border="1"> <tr> <th>SERVICE LOCATION</th> </tr> <tr> <td> Waco ISD Tennyson Middle School 6100 Tennyson Dr Waco, Texas, 76710-4361 (254) 717-4987 keith.dempsey@wacoisd.org </td> </tr> </table>	SERVICE LOCATION	Waco ISD Tennyson Middle School 6100 Tennyson Dr Waco, Texas, 76710-4361 (254) 717-4987 keith.dempsey@wacoisd.org		
CUSTOMER								
Waco ISD Tennyson Middle School Keith Dempsey (254) 717-4987 keith.dempsey@wacoisd.org								
SERVICE LOCATION								
Waco ISD Tennyson Middle School 6100 Tennyson Dr Waco, Texas, 76710-4361 (254) 717-4987 keith.dempsey@wacoisd.org								

	Repair work proposals are for the scope of work as listed on the following page.
	Equipment replacement proposals are for the scope of work as listed on the following page.
	Service Contract proposals are for the scope of work as listed on the following page.
X	Rental Equipment proposals are for the scope of work as listed on the following page.

Remit To:
LONESTAR CHILLER SYSTEMS, LLC 2290 Pleasant Run Rd. CRAWFORD, TX 76638
TACLA00112356C Regulated by The Department of Licensing and Regulation/ P.O. Box
12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Lonestar Chiller Systems, LLC Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

Scope of Work

Tennyson Middle School 230-ton Rental Chiller

- 230 Ton Air Cooled Chiller\$14,500.00/mth
- Round Trip Freight, for delivery and pickup\$13,940.00
- Electrical provide and install 600amp breaker.....\$20,000.00

Total Cost First Month\$48,440.00
 Monthly Cost Thereafter\$14,500.00

Notes and Exceptions:

- Customer must Call Lonestar Chiller Systems office to end the Rental Period
- Equipment will be returned as received minus normal wear or additional charges will apply
- Customer is responsible for keeping coils clean on AHU's & changing air filters on AHU's
- Customer is responsible for the location, any/all required city permits, or city permit fees
- Customer agrees that any changes to this quote must be agreed upon in writing
- Customer agrees that this is RENTAL, and payments are due Net 30 from date of invoice
- Customer is responsible for monitoring Daily and normal operations during rental period
- Price does not include diagnosis on customers equipment/system to ensure proper operation
- Price is based on all connections being within 100' of rental chiller
- Price includes up to 200' hose & 100' electrical
- Minimum rental is one month
- Monthly rental period is based on a 28-day month
- Three Days rental equal one Week & Three Weeks rental equal one Month
- Price does not include any applicable taxes
- Lonestar Chiller Systems Rental Terms and Conditions Apply

- Estimate is for a 3-month rental.

Exclusions:

* Payment and performance bond *Anything Not Listed in Scope of Work *Overtime *Taxes, Remodel Tax, Sales Tax, etc *Delegated design or design services of any type *Rental or temporary cooling during replacements *Modifications of existing systems for current code compliance *Integrity of valves, actuators, switches, buttons, etc. *Machine work not included *Balancing or trimming not included *Patching/painting of holes

Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

Estimate Total:

\$77,440.00

Customer agrees to pay **\$77,440.00** (excluding any Taxes, Permits, or Bonds) to Lonestar Chiller Systems LLC as the fee for the work described in the Scope of Work section.

Payment Terms

Payment due within 30 days of billed invoice
 1% late fee every day payment is delayed beyond terms set
 Accept: Cash, Check, Credit Card, Bank Draft
 3% convenience fee on all credit card transactions

Customer Acceptance	Lonestar Chiller Systems LLC
Signature:	109

Print:	Joshuah Bagby
Title:	(254) 717-8397
Email:	josh@lonestarchillersystems.com
Date:	08/01/2024
Purchase Order #	www.lonestarchillersystems.com

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 08, 2024

Contact Person: Sheryl Davis

RE: Consider, Discuss and Take Appropriate Action Regarding the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate for the 2024-2025 Fiscal Year, Setting the Proposed Tax Rate and the Date, Time, and Place for the Public Meeting

=====

Background Information:

In accordance with Texas Education Code Section 44.004, NOTICE OF BUDGET AND TAX RATE MEETING; BUDGET ADOPTION, when the budget has been prepared under section 44.002, the president shall call a meeting of the Board of Trustees for the purpose of adopting a budget for the succeeding fiscal year. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. The president shall provide for the publication of notice of the budget and proposed tax rate meeting in a daily, weekly, or biweekly newspaper published in the district.

Inasmuch as the budget has been prepared as required under Section 44.002, the Board of Trustees should consider the proposed tax rate and set the date, time, and place to invite public discussion on the proposed 2024-2025 budget and the 2024 tax rate to support the proposed budget.

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 on the notice unless the district publishes a revised notice containing the same information and comparisons and holds another public meeting to discuss the revised notice.

A public notice of the date of the meeting will be published in the Waco Tribune between the 30th and 10th day prior to the public meeting. A copy of the notice, to be published, is attached along with the tax rate calculation forms used by the District's designated officer, the Chief Financial Officer, to calculate the District's no-new-revenue tax rate and voter-approval tax rate.

Fiscal Implications:

None

Administrative Recommendations:

The administration recommends that the Board of Trustees approve the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate for the 2024-2025 fiscal year, setting the proposed tax rate and the date, time, and place for the public meeting, August 22, 2024 at 6:00 p.m. at the Waco ISD Administration Building.

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Waco ISD will hold a public meeting at 06:00 PM, August 22, 2024 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	\$0.766400/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.282540/\$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	0.54 % increase
Debt Service	0.29 % increase
Total Expenditures	0.51 % 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	\$14,230,037,635	\$14,239,440,610
Total appraised value* of new property**	\$178,845,710	\$249,487,970
Total taxable value*** of all property	\$8,571,803,369	\$8,517,131,178
Total taxable value*** of new property**	\$168,966,386	\$212,155,454

*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* \$449,280,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$0.766400	\$0.262200	\$1.028600	\$7,208	\$6,413
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.787270	\$0.310830	\$1.098100	\$7,982	\$6,028
Proposed Rate	\$0.766400	\$0.282540	\$1.048940	\$7,677	\$6,143

*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	\$231,937	\$240,714
Average Taxable Value of Residences	\$96,845	\$110,727
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.028600	\$1.048940
Taxes Due on Average Residence	\$996.15	\$1,161.46
Increase (Decrease) in Taxes		\$165.31

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 Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.048942. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.048942.

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)	\$56,593,980
Interest & Sinking Fund Balance(s)	\$3,824,107

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

2024 Tax Rate Calculation Worksheet

Form 50-859

School Districts without Chapter 313 Agreements

Waco ISD

254-755-9440

School District's Name

Phone (area code and number)

PO Box 27 Waco, TX 76703

https://www.wacoisd.org

School District's Address, City, State, ZIP Code

School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations or comply with certain Tax Code notice requirements. School districts are required to provide notice regarding tax rate calculations pursuant to Education Code Chapter 44.

This worksheet is for **school districts without Chapter 313 agreements only**. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). ¹	7,842,611,589 \$ _____
2.	Prior year tax ceilings. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ²	620,951,523 \$ _____
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	7,221,660,066 \$ _____
4.	Prior year total adopted tax rate.	1.028587 \$ _____ / \$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced prior year appraised value.	
	A. Original prior year ARB values: \$ 756,320,795	
	B. Prior year values resulting from final court decisions: - \$ 598,046,970	
	C. Prior year value loss. Subtract B from A. ³	158,273,825 \$ _____
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. Prior year ARB certified value: \$ 1,046,198,473	
	B. Prior year disputed value: - \$ 168,512,775	
	C. Prior year undisputed value. Subtract B from A. ⁴	877,685,698 \$ _____
7.	Prior year Chapter 42-related adjusted values. Add Line 5 and 6.	1,035,959,523 \$ _____
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	8,257,619,589 \$ _____
9.	Prior year taxable value of property in territory the school deannexed after Jan. 1, of the prior year. Enter the prior year value of property in deannexed territory. ⁵	0 \$ _____

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

⁵ Tex. Tax Code §26.012(15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
10.	<p>Prior year taxable value lost because property first qualified for an exemption in the current year. If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freepport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use prior year market value: \$ <u>6,927,810</u></p> <p>B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: . . . + \$ <u>24,010,596</u></p> <p>C. Value loss. Add A and B. ⁶</p>	<p>\$ <u>30,938,406</u></p>
11.	<p>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified in the current year for the first time; do not use properties that qualified in the prior year.</p> <p>A. Prior year market value. \$ <u>47,540</u></p> <p>B. Current year productivity or special appraised value:..... - \$ <u>1,830</u></p> <p>C. Value loss. Subtract B from A.</p>	<p>\$ <u>45,710</u></p>
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	<p>\$ <u>30,984,116</u></p>
13.	Adjusted prior year taxable value. Subtract Line 12 from Line 8.	<p>\$ <u>8,226,635,473</u></p>
14.	Adjusted prior year total levy. Multiply Line 4 by Line 13 and divide by \$100.	<p>\$ <u>84,618,103</u></p>
15.	Taxes refunded for years preceding tax year prior year. Enter the amount of taxes refunded by the district for tax years preceding tax year the prior year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁸	<p>\$ <u>1,766,408</u></p>
16.	<p>Adjusted prior year levy with refunds. Add Line 14 and Line 15. ⁹</p> <p>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in the prior year from the result.</p>	<p>\$ <u>86,384,511</u></p>
17.	<p>Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. ¹⁰</p> <p>A. Certified values.¹¹ \$ <u>9,220,525,177</u></p> <p>B. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ <u>0</u></p> <p>C. Total current year value. Subtract B from A.</p>	<p>\$ <u>9,220,525,177</u></p>
18.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹²</p> <p>A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹³ \$ <u>12,205,509</u></p> <p>B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. ¹⁴ + \$ <u>0</u></p> <p>C. Total value under protest or not certified. Add A and B.</p>	<p>\$ <u>12,205,509</u></p>

⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.012(13)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §§26.012 and 26.04(c-2)
¹¹ Tex. Tax Code §26.012(6)
¹² Tex. Tax Code §26.01(c) and (d)
¹³ Tex. Tax Code §26.01(c)
¹⁴ Tex. Tax Code §26.01(d)
¹⁵ Tex. Tax Code §26.012(6)(B)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Current year tax ceilings. Enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. ¹⁵	719,880,959 \$ _____
20.	Current year total taxable value. Add Lines 17C and 18C. Subtract Line 19.	8,512,849,727 \$ _____
21.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed by the school district.	0 \$ _____
22.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, of the prior year, and be located in a new improvement.	212,155,454 \$ _____
23.	Total adjustments to the current year taxable value. Add lines 21 and 22.	212,155,454 \$ _____
24.	Adjusted current year taxable value. Subtract line 23 from line 20.	8,300,694,273 \$ _____
25.	Current year NNR tax rate. Divide line 16 by line 24 and multiply by \$100.	1.040690 \$ _____/\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates.¹⁸

- Maximum Compressed Tax Rate (MCR):** A district’s maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.¹⁹
- Enrichment Tax Rate:**²⁰ A district’s enrichment tax rate is defined as any tax effort in excess of the district’s MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield.²¹
- Debt Rate:** The debt rate includes the debt service necessary to pay the school district’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district’s maintenance and operations (M&O) tax rate. Districts cannot increase the district’s M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district’s debt service.²²

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district’s website 30 days prior to the election.²³ Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit*.²⁴

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	Current year maximum compressed tax rate (MCR). TEA will publish compression rates based on district and statewide property value growth. Enter the school districts’ maximum compressed rate based on guidance from TEA. ²⁵	0.628100 \$ _____/\$100
27.	Current year enrichment tax rate. Enter the greater of A and B. ²⁶	0.138300 \$ _____/\$100
	A. Enter the district’s prior year enrichment tax rate, minus any required reduction under Education Code Section 48.202(f)	0.138300 \$ _____/\$100
	B. \$0.05 per \$100 of taxable value	0.050000 \$ _____/\$100

¹⁶ [Reserved for expansion]
¹⁷ [Reserved for expansion]
¹⁸ Tex. Tax Code §26.08(n)
¹⁹ Tex. Edu. Code §48.2551(a)(3)
²⁰ Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032
²¹ Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)
²² Tex. Edu. Code §45.0021(a)
²³ Tex. Edu. Code §11.184(b)
²⁴ Tex. Edu. Code §11.184(b-1)
²⁵ Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
²⁶ Tex. Tax Code §26.08(n)(2)
²⁷ Tex. Edu. Code §45.003(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Current year maintenance and operations (M&O) tax rate. Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of \$0.17 and the district's maximum compressed rate. ²⁷	\$ 0.766400 /\$100
29.	Total current year debt to be paid with property tax revenue. Debt means the interest and principal that will be paid on debts that: <ol style="list-style-type: none"> (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. <p>A. Debt includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.²⁸</p> Enter debt amount: \$ 25,931,493 <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. - \$ 2,360,113</p> <p>D. Adjust debt: Subtract B and C from A.</p>	\$ 23,571,380
30.	Certified prior year excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0
31.	Adjusted current year debt. Subtract line 30 from line 29D.	\$ 23,571,380
32.	Current year anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁰ <p>A. Enter the current year anticipated collection rate certified by the collector.³¹ 98.00 %</p> <p>B. Enter the 2023 actual collection rate 97.00 %</p> <p>C. Enter the 2022 actual collection rate 103.00 %</p> <p>D. Enter the 2021 actual collection rate 98.00 %</p>	98.00 %
33.	Current year debt adjusted for collections. Divide Line 31 by Line 32. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in the current year to the result.	\$ 24,052,428
34.	Current year total taxable value. Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 8,512,849,727
35.	Current year debt rate. Divide Line 33 by Line 34 and multiply by \$100.	\$ 0.282542 /\$100
36.	Current year voter-approval tax rate. Add Lines 28 and 35. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35. ³²	\$ 1.048942 /\$100

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §§26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §§26.04(h), (h-1) and (h-2)
³¹ Tex. Tax Code §26.04(b)
³² Tex. Tax Code §26.08(g)
³³ Tex. Tax Code §26.045(d)
³⁴ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁵ The school district shall provide its tax assessor with a copy of the letter. ³⁴	\$ 0
38.	Current year total taxable value. Enter the amount on Line 20 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 8,512,849,727
39.	Additional rate for pollution control. Divide line 37 by line 38 and multiply by \$100.	\$ 0.000000 /\$100
40.	Current year voter-approval tax rate, adjusted for pollution control. Add line 36 and line 39.	\$ 1.048942 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year.³⁵ As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	Prior year adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1.028587 /\$100
42.	Prior voter-approval tax rate. If the school district adopted a tax rate above the prior year voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
43.	Increase in the prior year tax rate due to disaster (disaster pennies). Subtract Line 42 from Line 41.	\$ 0.000000 /\$100
44.	Current year voter-approval tax rate, adjusted for prior year disaster. Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	\$ 1.048942 /\$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

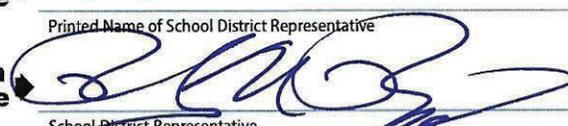
No-New-Revenue Tax Rate \$ 1.040690 /\$100
 Enter the current year NNR tax rate from Line 25.

Voter-Approval Tax Rate \$ 1.048942 /\$100
 As applicable, enter the current year voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: 36

SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.³⁶

print here ▶ Randy H Riggs
 Printed Name of School District Representative

sign here ▶ 
 School District Representative

8-1-2024
 Date

³⁵ Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d)
³⁶ Tex. Tax Code §26.04(c)

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 08, 2024

Contact Person: Sheryl Davis

**RE: Review, Discuss, and Take Appropriate Action Regarding the
Proposed Budget and Tax Rate for the 2024-2025 Fiscal Year**

=====

Background Information:

On or before a date set by the State Board of Education, the superintendent shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the district for the following fiscal year. The budget must be prepared according to generally accepted accounting principles; rules adopted by the State Board of Education; and adopted policies of the board of trustees.

The administration will present information on the proposed budgets for funds included in the official budget as well as three funds for which the District is the fiscal agent. Information will also be presented on the proposed tax rate including a review of the draft notice for publication.

Fiscal Implications:

None

Administrative Recommendations:

Action will be taken in a separate item to approve the proposed tax rate and set the date of the public hearing on the proposed budget and tax rate.

Waco Independent School District

Official Budget

2024-2025

	General Fund	Child Nutrition Fund	Debt Service Fund	Memorandum Total
Revenues:				
Local and Intermediate Source Revenue	\$ 71,253,694	615,000	23,637,688	95,506,382
State Program Revenue	79,988,437	39,000	2,358,804	82,386,241
Federal Program Revenue	3,718,789	10,835,400	-	14,554,189
Total Revenues	154,960,920	11,489,400	25,996,492	192,446,812
Appropriations:				
Instruction	88,021,699	-	-	88,021,699
Instructional Resources and Media Services	1,422,823	-	-	1,422,823
Instructional Staff Development and Curriculum Development	3,372,422	-	-	3,372,422
Instructional Leadership	3,415,549	-	-	3,415,549
School Leadership	9,519,505	-	-	9,519,505
Guidance, Counseling and Evaluation Services	7,040,303	-	-	7,040,303
Social Work Services	543,622	-	-	543,622
Health Services	1,622,342	-	-	1,622,342
Student Transportation	4,927,508	-	-	4,927,508
Food Services	-	12,325,453	-	12,325,453
Extracurricular Activities	5,577,914	-	-	5,577,914
General Administration	6,349,454	-	-	6,349,454
Plant Maintenance and Operations	20,313,668	-	-	20,313,668
Security and Monitoring Services	3,692,568	-	-	3,692,568
Data Processing Services	3,430,585	-	-	3,430,585
Community Services	1,039,707	-	-	1,039,707
Debt Service	318,000	-	25,950,492	26,268,492
Facilities Acquisition and Construction	-	-	-	-
Payments to Shared Services Arrangement	300,000	-	-	300,000
Payments to Juvenile Justice Alternative Education Program	555,000	-	-	555,000
Payments to Tax Increment Fund	175,000	-	46,000	221,000
Other Intergovernmental Charges	935,000	-	-	935,000
Total Appropriations	162,572,669	12,325,453	25,996,492	200,894,614
Excess (Deficiency) of Estimated Revenues Over Appropriations	(7,611,749)	(836,053)	-	(8,447,802)
Other Financing Sources/(Uses)	(535,000)	-	-	(535,000)
Net Change in Fund Balance	(8,146,749)	(836,053)	-	(8,982,802)
Fund Balance, beginning of year	57,458,835	6,776,660	3,669,624	67,905,119
Fund Balance, end of year	49,312,086	5,940,607	3,669,624	58,922,317
Non-spendable Fund Balance	(400,000)	-	-	(400,000)
Restricted Fund Balance:				
Retirement of Long-term Debt	-	-	(3,669,624)	(3,669,624)
National School Lunch and Breakfast Program	-	(5,940,607)	-	(5,940,607)
Other Restricted Fund Balance	(2,195,707)	-	-	(2,195,707)
Committed Funds	(4,811,472)	-	-	(4,811,472)
Unassigned Fund Balance	\$ 41,904,907	-	-	41,904,907

2024-2025 Proposed Budget & Tax Rates

August 8, 2024

Agenda

- Legal requirements and overview of the budget process
- Enrollment and average daily attendance
- 2024 certified property values and proposed tax rates
- 2024-2025 General Fund Overview
- Other adopted budgets

Legal Requirements

- Budgets must be developed in accordance with generally accepted accounting principles, i.e., modified accrual basis, revenues are recognized when received and expenditures are recognized when services are rendered or goods received
- For districts with a September 1 through August 31 fiscal year, a proposed budget must be prepared no later than August 20th
- A public hearing must be held prior to the adoption of the budget and tax rate
- Minimum ten day notice must be published in the local newspaper and on the district's website in required formats
- Budget must be adopted by August 31st
- Last day to adopt a tax rate is September 30th or 60 days after certification of roll
- Budget must be adopted prior to the approval of the tax rate

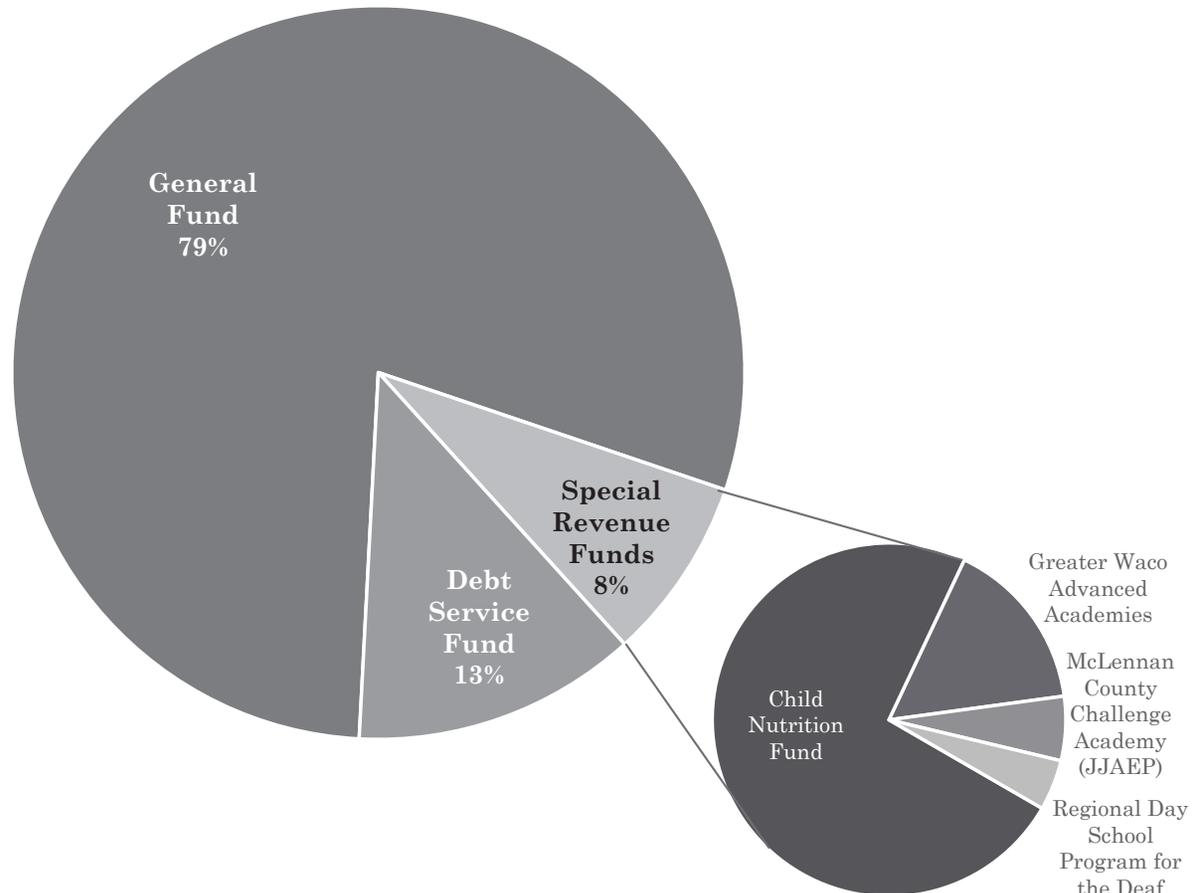
Legal Requirements

Budgets included in the “Official Budget” and required to be adopted by the Board of Trustees:

- General Fund
- Child Nutrition Fund
- Debt Service Fund

Other local special revenue fund budgets approved by the Board include:

- Greater Waco Advanced Academies
- McLennan County Challenge Academy (JJAEP)
- Regional Day School Program for the Deaf



Factors Influencing the Budget Process

Student Enrollment
& Attendance

Property Values,
Tax Rates &
Collections

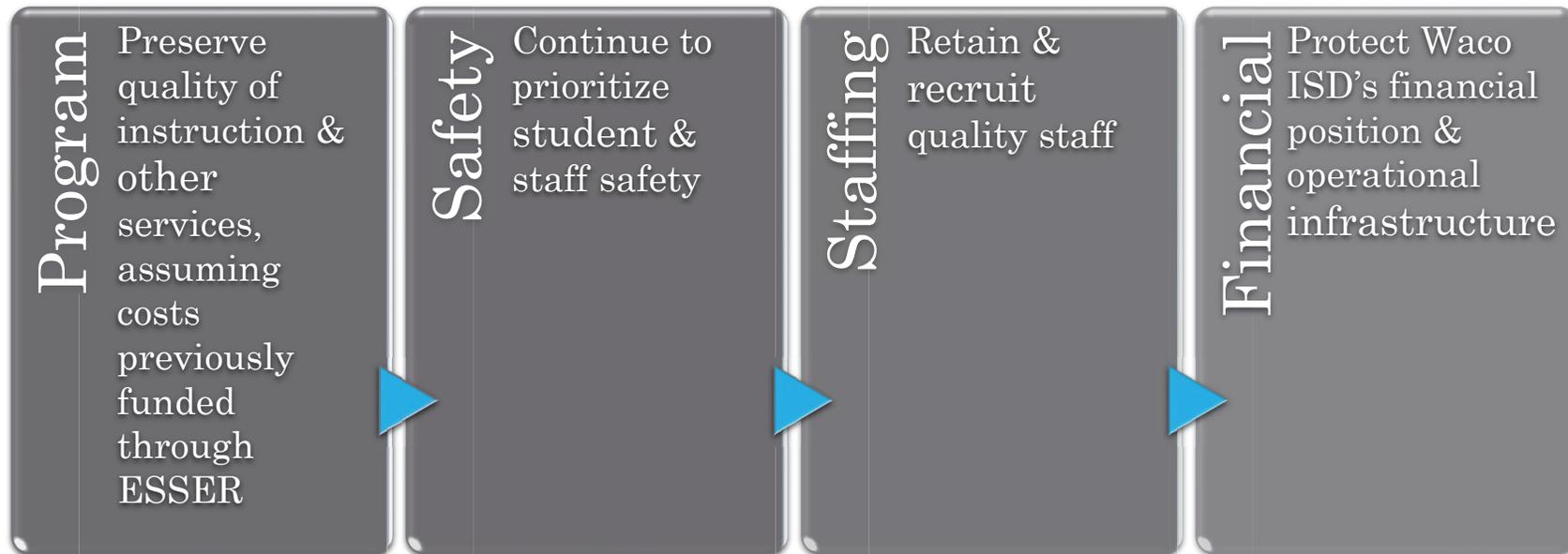
State Legislation

Available Federal
Funding

Recruitment &
Retention

Inflation & Other
Unavoidable Cost
Increases

Budget Goals



Funding of School Districts

Property Taxes

- Values determined by the McLennan County Appraisal District
- Tax rate comprised of:
 - Maintenance & Operations (M&O)
 - Interest & Sinking (I&S)
- M&O rate is compressed and capped each year to the lesser of state or local compression
 - Additional enrichment pennies are available through a Voter-Approval Tax Rate (VATR) election

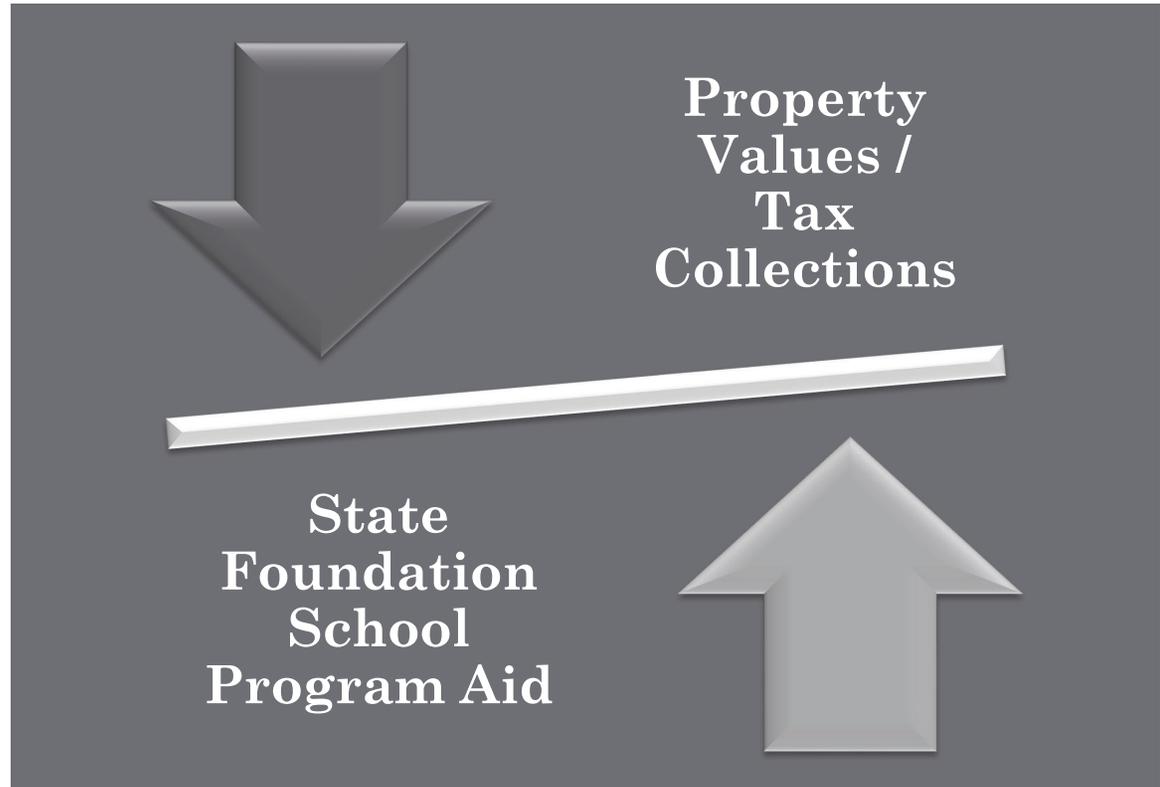
State Foundation School Program

- State funding formulas set by the legislature
- Basic allotment of \$6,160, set for the 2019-2021 biennium) is not adjusted for inflation
- Allotments are impacted by:
 - Enrollments
 - Average Daily Attendance (ADA)
 - Special populations
 - Property values / wealth
 - Property tax collections
 - Enrichment pennies approved by local taxpayers (guaranteed yield)

Funding of School Districts

Almost 90% of General Fund revenues comes from two sources

This has been slightly lower in the last few years because of the increase in earnings on investments and indirect cost recoveries from federal stimulus funds.



Enrollment & Average Daily Attendance

- State allotments are primarily based on average daily attendance (ADA) as reported through the Public Education Information Management System (PEIMS) at the **END** of each school year
- Special program allotments are based on weighted ADA and include:
 - Bilingual Education
 - Career & Technology
 - College, Career, & Military Readiness
 - Compensatory Education
 - Dyslexia
 - Early Childhood Gifted & Talented
 - Special Education
- Safety & New Instructional Facilities allotments as well as Tier II funding are also dependent on ADA



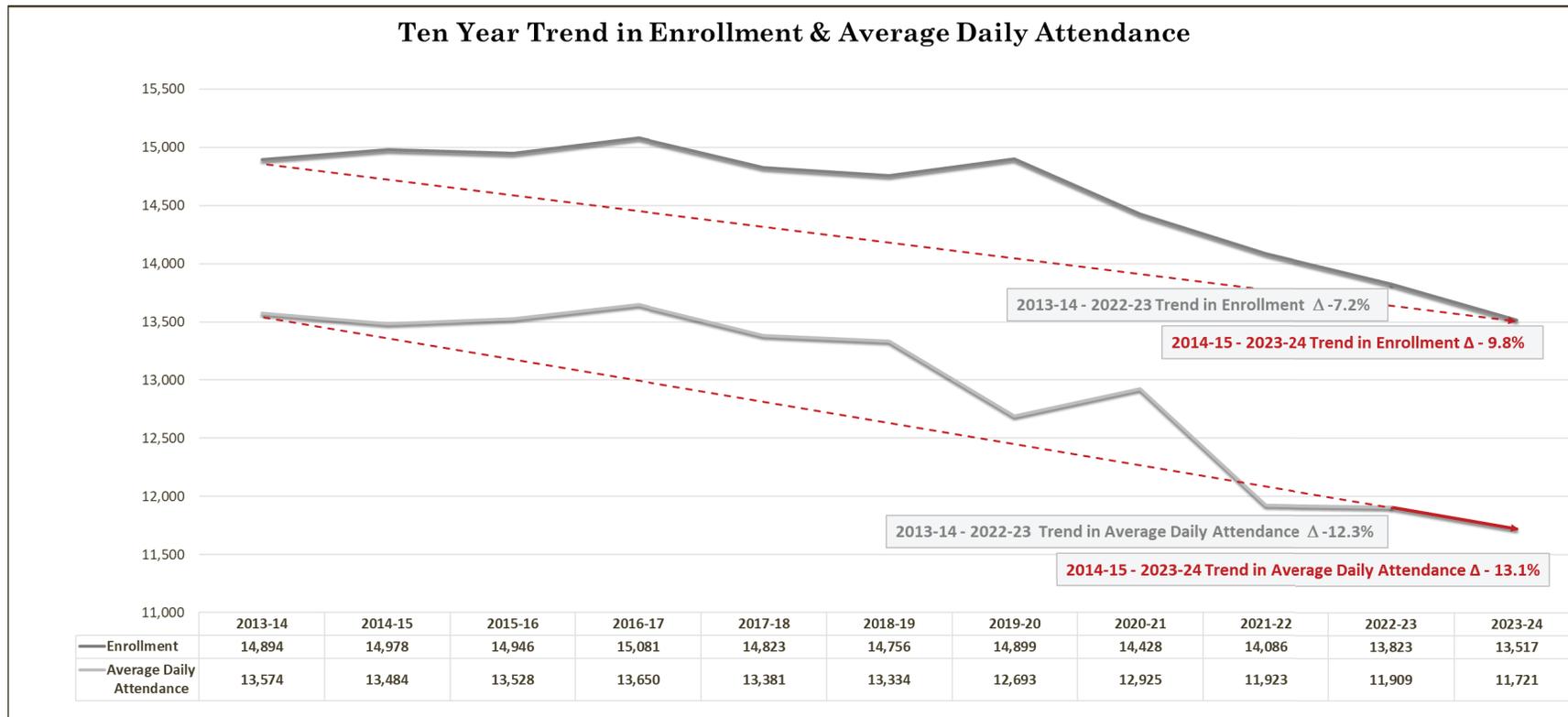
Enrollment and Average Daily Attendance

School Year	Fall PEIMS Enrollment	Total ADA per PEIMS Submission	Final ADA as a Percent of Fall PEIMS	TEA Summary of Finances ADA *with Hold Harmless	ADA Utilized for Budget Purposes	*State Hold Harmless Provisions
2016-2017	15,081	13,649	90.5%		13,455	
2017-2018	14,823	13,379	90.3%		13,669	
2018-2019	14,758	13,334	90.4%		13,301	
2019-2020	14,796	11,329	76.6%	13,354*	13,257	First 4 six weeks actual ADA with last two based on 2017-2018 ADA patterns
2020-2021	14,428	12,925	89.6%	13,188*	13,241	Received funding based on 2019-2020 ADA with 3-year trend of 100.4%, 13,537.681, difference came from ESSER funds
2021-2022	14,086	11,756	84.6%	12,503*	13,261	First 4 six weeks based on target percentage attendance rate from 2019-2020, 5 th & 6 th actual
2022-2023	13,823	11,909	86.2%		12,461	
2023-2024	13,517	11,758	87.0%		11,816	Actual final ADA per PEIMS submission was 58 less than ADA used for budget purposes
2024-2025	13,294	11,645	87.0%		11,645	

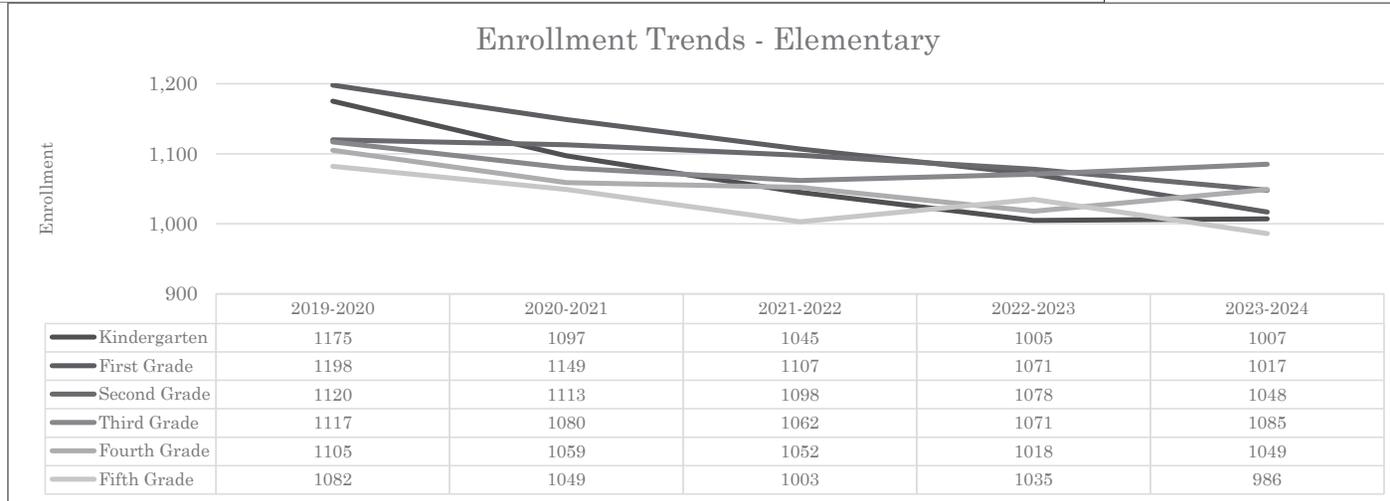
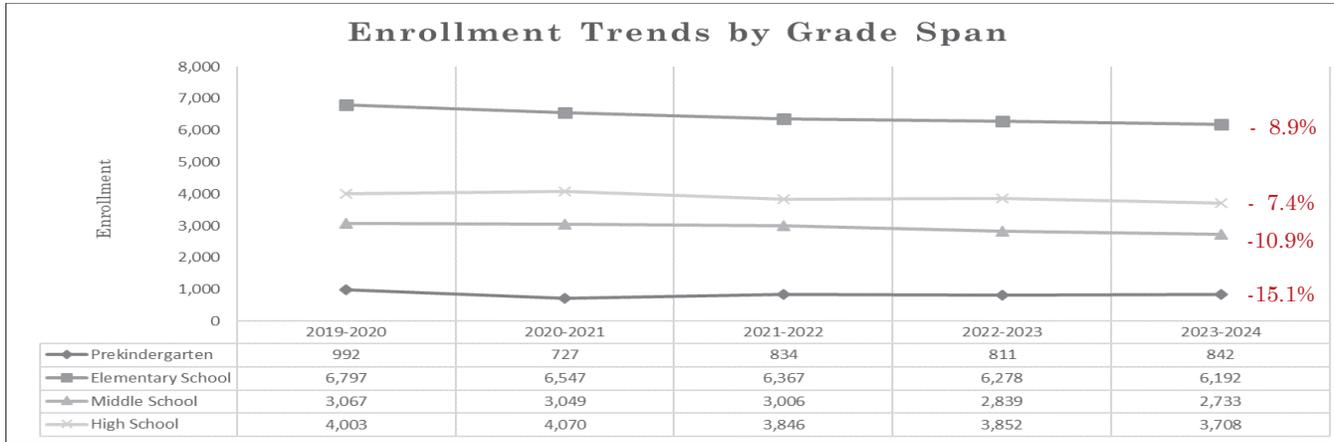
Projected enrollment loss of 223

Projected average daily attendance loss of 171

Enrollment and Average Daily Attendance



Enrollment and Average Daily Attendance



2024 Property Values

- Current year State-certified property values are used in the formulas to calculate State Foundation School Program revenue
- District must now estimate those State values
- Differences in values are primarily related to local exemptions and deductions such as the Freeport exemption, leased vehicles, pollution control, and solar energy deductions
- Estimated 2024 “T-2” value for State funding purposes is ***\$8,574,528,716***



2024 Property Values

Tax Year	Net Taxable Values		Value Adjustment	Percent Change from:		Homestead Exemption
	Preliminary	Certified		Preliminary	Prior Year	
2017	\$ 5,952,976,568	\$ 5,744,499,011	\$ (208,477,557)	- 3.50%	+ 9.39%	\$ 25,000
2018	6,530,822,722	6,341,596,283	(189,226,439)	- 2.90%	+10.39%	25,000
2019	7,014,667,561	6,827,446,082	(187,221,479)	- 3.21%	+ 7.66%	25,000
2020	7,587,072,447	7,247,140,447	(339,932,000)	- 4.48%	+ 6.74%	25,000
2021	7,421,037,502	7,557,152,053	136,114,551	+ 1.83%	+ 4.28%	25,000
2022	9,773,735,622	8,838,221,086	(935,514,536)	- 9.57%	+16.95%	\$ 40,000
2023	10,101,801,466	9,191,914,689	(909,886,777)	- 9.01%	+ 4.00%	\$ 100,000
2024*	9,808,290,401	9,237,012,137	(571,278,264)	- 5.82%	+ 0.49%	100,000

Although the certified values have increased only 0.49% over last year's, if calculated based on the adjusted values as of June 30, 2024, of \$8,874,333,767, the values have increased 4.09%

Other Effective Rate Assumptions

Property Count		41,889
New Value		
Total New Value – Market		\$ 249,487,970
Total New Value - Taxable		\$ 212,155,454
New Exemptions Value Loss		\$ 30,938,406
Average Homestead Value	Last Year	This Year
Count of Homestead Residences	14,243	14,631
Average Market Value of Residences	\$ 231,937	\$ 240,714
Average Homestead Residences Exemptions	\$ 137,370	\$ 129,980
Average Taxable Value of Residences	\$ 96,845	\$ 110,727

2024 Property Values

Foundation School Program Tax Information Survey Estimates

Total current & delinquent collections – M&O	\$ 63,132,059
Total current & delinquent collections – I&S	21,614,844
Total M&O and I&S collections	\$ 84,746,903
Total current M&O and I&S taxes levied	\$ 86,831,857
M&O payments into a TIF	\$ 105,359
Tax refunds under §26.1115(c) Tax Code	56,068
Net M&O collections for Summary of Finances	\$ 63,082,768
Current year collection rate	97.00%
Year 2 collection rate	103.00%
Year 1 collection rate	98.00%
Anticipated collection rate	100.00%

Although the Tax Office shows an anticipated collection rate of 100.00%, the District may use that or any of the prior three year's rates. Because of the impact of the 2023 collections on the Debt Service Fund, we are utilizing a collection rate of 98.00% for 2024 to help ensure no further declination in the I&S fund balance.

Calculated Excess Collections

I&S levy paid	\$ 21,614,844
Total I&S disbursements	21,820,841
Less: I&S TIF amount *prior to 2021*	(1,858)
Less: I&S TIF current year calculated portion	(33,099)
Total I&S	\$ 21,785,884
Previous year debt	\$ 22,397,797
Excess collections	\$ 0

2024-2025 Tax Rate

- The Maintenance & Operations tax rate is subject to compression each year based on estimated statewide property value growth compared to local property value growth
- By law, the tax year 2024 limitation of the Maximum Compressed Tax (MCR) Rate is set at \$0.6169 down from \$0.7155 for 2023
- The Voter Approval (or rollback) Tax Rate includes any previously voter approved pennies for Tier 2 Funding, Level 1 (Golden Pennies) and Level 2 (Copper Pennies – as previously compressed under HB 3)

Computation of Tax Rate	
2023 Comptroller Certified Taxable Value	\$ 8,450,392,761
2023 Chief Appraiser’s Certified Values	9,191,914,689
2024 Chief Appraiser’s Estimated Certified Values	9,237,012,137
Central Appraisal District (CAD) Value Growth	0.49%
2024 Comptroller Estimated Certified School District Value	8,491,852,148
Prior Year Maximum Compressed Tax Rate (MCR)	\$ 0.6281
Local Preliminary MCR	\$ 0.6281
2024 State Compression Percentage	\$ 0.6855
2024 Limitation on MCR	\$ 0.6169
MCR (lesser of state or local limited under law)	\$ 0.6281
Add: Voter Approved Golden Pennies	\$ 0.0800
Add: Voter Approved Copper Pennies (compressed)	\$ 0.0583
2024 Total M&O Tax Rate	\$ 0.766400
2024 I&S Tax Rate (required to pay debt service)	\$ 0.228254
2024 Voter Approved Tax Rate	\$ 1.04894

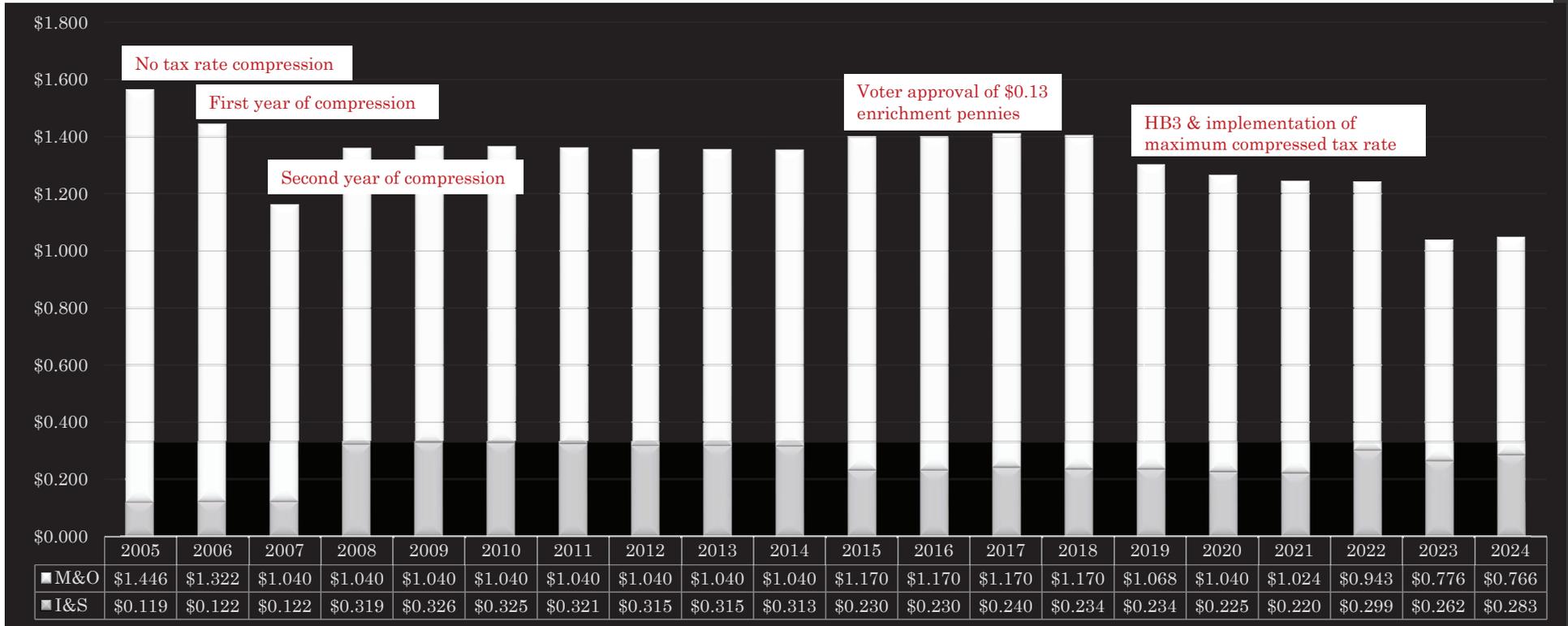
Year-to-Year Comparison of Tax Rates

Tax	2023	2024*	Increase/ (Decrease)
Maintenance & Operations (General Fund)	\$ 0.766400	\$ 0.766400	\$ -
Interest & Sinking (Debt Service Fund)	\$ 0.262187	\$ 0.282540	+ \$ 0.020350
Total Tax Rate	\$ 1.028587	\$ 1.048940	+ \$ 0.02035

**Rates based on certified property values and appeal submitted to correct CPTD values for incorrect submission of TIF #3 values (which we received approval of on Friday, August 2, 2024)*

The I&S tax rate, as promoted during the bond election, was estimated to be \$0.320300 for fiscal year 2024-2025 so this is \$0.03776 lower than originally projected.

Property Tax Rates 2005 to Present



2024-2025 Proposed Budgets

- Revenue challenges:
 - Continuing enrollment & resultant average daily attendance declines
 - Comptroller's Property Values are currently mis-stated due to TIF #3 reporting error
 - Interest rates are schedule to decrease but timing and level are unknown
 - Loss of Foundation School Program revenue for 1882 partnership
 - Loss of indirect cost revenue generated from federal stimulus funds
 - Loss of Medicaid funding for Student Health Related Services
- Expenditure challenges:
 - Absorption of positions previously funded by federal stimulus funds
 - Unavoidable rate increases
 - Current year budget shortfalls, including health benefits
 - Transportation transition
 - Mandated programs increase, special education and safety
 - Lack of funding for maintenance, technology, and vehicle replacements



2024-2025 General Fund Proposed Ending Position

	Current
Beginning Fund Balance at September 1, 2023	\$ 57,995,364
2023-2024 projected deficit	(536,529)
2024-2025 beginning fund balance	57,458,835
Estimated revenues	154,960,920
Proposed appropriations	(162,572,669)
Revenues over (under) expenditures	(7,611,749)
Other uses (operating transfers)	(535,000)
Net change in fund balance	(8,146,749)
Proposed Ending Fund Balance at August 31, 2024	\$ 49,312,086
Proposed ending fund balance as a percentage of appropriations	30.2%

General Fund Three-Year Comparison

	2022-2023	2023-2024		2024-2025	Change from Adopted	
	Audited	Adopted	Amended	Projected		Proposed
Revenues:						
Local and Intermediate Source	\$ 84,172,358	73,488,500	74,104,810	70,326,724	71,253,694	(2,234,806)
State Programs	64,417,580	78,705,561	80,986,790	84,762,715	79,988,437	1,282,876
Federal Programs	6,813,855	5,405,000	5,405,000	4,905,312	3,718,789	(1,686,211)
Total Revenues	<u>155,403,793</u>	<u>157,599,061</u>	<u>160,496,600</u>	<u>159,994,751</u>	<u>154,960,920</u>	<u>(2,638,141)</u>
Expenditures:						
Instruction and Instructional-Related Services	87,958,136	93,572,298	96,351,462	91,648,827	92,816,944	(755,354)
Instructional and School Leadership	14,052,598	14,504,247	14,648,966	14,243,481	12,935,054	(1,569,193)
Student Support Services	16,613,971	18,475,716	20,819,560	19,484,076	19,711,689	1,235,973
Administrative Support Services	6,693,188	7,446,584	7,632,419	6,881,316	6,349,454	(1,097,130)
Non-Student Based Support Services	24,545,278	24,990,233	27,236,108	25,919,986	27,436,821	2,446,588
Community Services	633,544	520,969	535,211	516,685	1,039,707	518,738
Debt Services	664,162	302,000	302,000	300,812	318,000	16,000
Facilities Acquisition and Construction	466,330	-	-	-	-	-
Intergovernmental Charges	1,733,883	1,848,000	1,945,000	1,696,597	1,965,000	117,000
Total Expenditures	<u>153,361,090</u>	<u>161,660,047</u>	<u>169,470,726</u>	<u>160,691,780</u>	<u>162,572,669</u>	<u>912,622</u>
Revenues Over/(Under) Expenditures	2,042,703	(4,060,986)	(8,974,126)	(697,029)	(7,611,749)	(3,550,763)
Other Financing Sources and (Uses):						
Other Financing Sources	1,054,535	-	490,130	503,624	-	-
Other Financing (Uses)	(355,803)	(565,731)	(565,731)	(343,124)	(535,000)	30,731
Net Change in Fund Balances	2,741,435	(4,626,717)	(9,049,727)	(536,529)	(8,146,749)	(3,520,032)
Fund Balance Beginning of the Year	<u>55,253,929</u>	<u>52,192,203</u>	<u>57,995,364</u>	<u>57,995,364</u>	<u>57,458,835</u>	<u>5,266,632</u>
Fund Balance End of the Year	<u>\$ 57,995,364</u>	<u>47,565,486</u>	<u>48,945,637</u>	<u>57,458,835</u>	<u>49,312,086</u>	<u>1,746,600</u>
Unassigned Fund Balance as a Percent of Expenditures	37.8%	29.4%	28.9%	35.8%	30.3%	

2024-2025 General Fund Proposed Budget

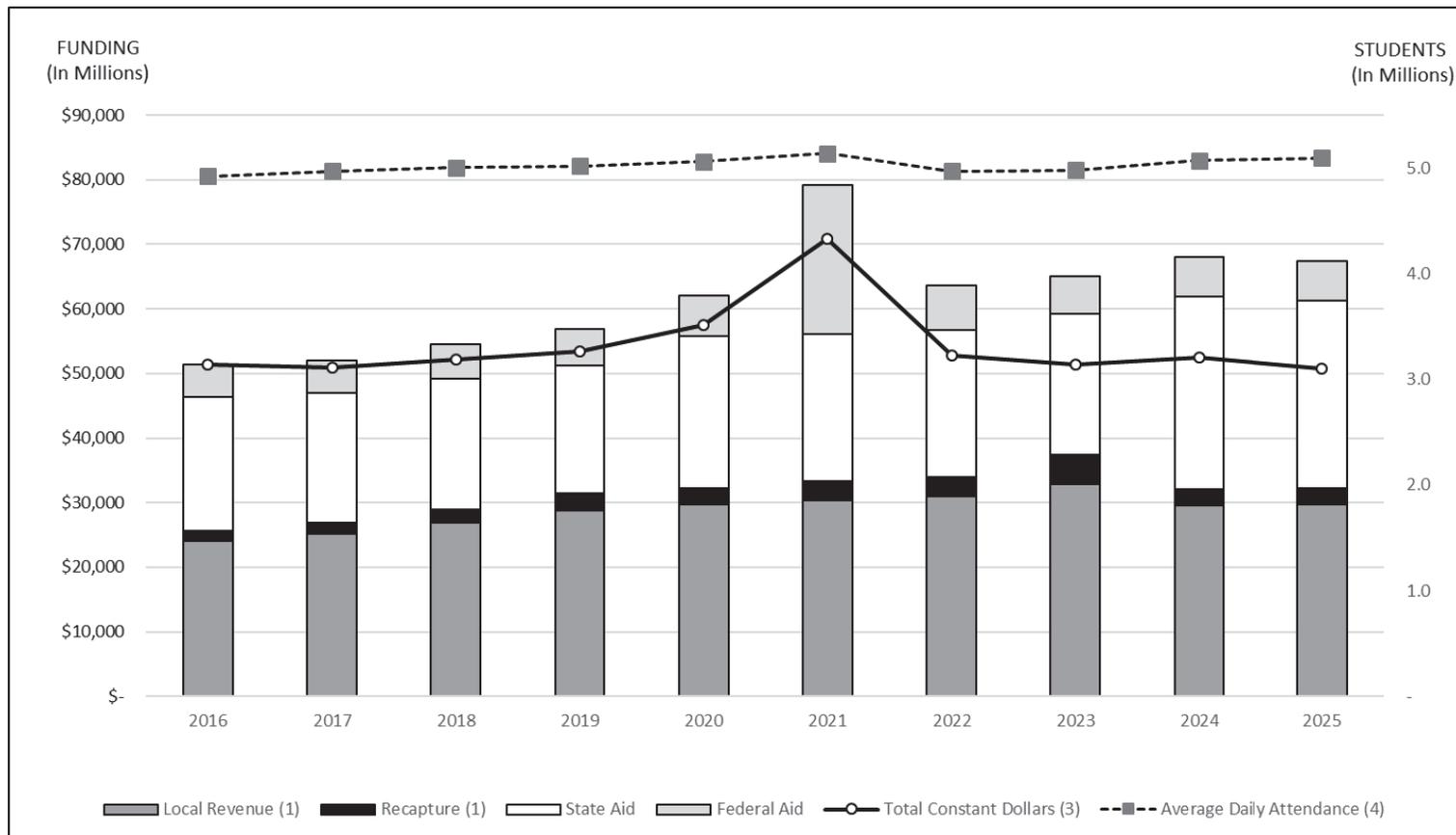
Budget reductions:

- Net position cuts 91, all funding sources, salary savings **\$5.3m**
 - *Net of \$2.9m in additional positions for transportation transition*
- Related benefit cuts **\$1.1m**
- Non-payroll budget cuts, approximately 3% or **\$0.8m**

Budget increases:

- Absorption of ESSER-funded positions **\$3.6m**
- Salary and benefit increases:
 - Increase on teacher scale **\$0.45m**
 - Stipend increases **\$0.06m**
 - TRS mandatory rate increase **\$0.55m**
 - Increase in health insurance contribution of 15% (two year increase) or **\$1.8m**
- Transportation transition to in-house service **\$1.2m**
- Unavoidable rate increases (including substitute costs) **\$1.6m**
- Supplemental funding of inadequately funded budgets, including: maintenance, police, technology, and special education **\$0.7m**

Legislative Budget Board Fiscal Size-up



General Fund Revenues

Revenue Source	Actual Revenues 2020-2021	Actual Revenues 2021-2022	Actual Revenues 2022-2023	Projected Actual 2023-2024	Proposed Budget 2024-2025
Local Property Tax Revenue	65,811,899	67,787,638	78,726,124	63,799,633	67,283,414
Services to Other Districts	-	68,512	82,097	76,372	77,000
Tuition	81,913	190,447	187,843	134,716	150,000
Earnings on Investments	161,640	121,050	3,175,136	4,688,107	2,500,000
Athletics and Other Extracurricular Activities	257,372	442,685	291,941	376,078	379,400
Other Local Revenues	385,944	1,768,921	528,747	285,098	374,300
Pass-through Collections for Tax Increment Fund	5,347,455	5,365,172	(10,870)	104,864	108,580
Insurance Recoveries	987,119	1,704,719	880,905	533,165	-
Intermediate Source Revenue	70,000	1,000,004	310,435	328,691	381,000
State Foundation School Program Revenue	80,218,778	73,666,255	57,254,383	77,339,339	72,248,367
TRS On-Behalf	7,138,870	7,157,003	7,154,819	7,423,376	7,740,070
Other State Revenue	55,816	14,193	8,378	-	-
Indirect Cost Recoveries on Federal Programs	1,505,088	2,424,779	3,547,045	2,843,691	1,803,000
Medicaid Reimbursements (SHARS & MAC)	2,700,855	2,762,065	3,042,515	1,836,023	1,680,089
Other Federal Program Revenue	263,069	253,385	224,296	225,598	235,700
Total Revenue	164,985,818	164,726,828	155,403,794	159,994,751	154,960,920
Aid to Contract to Operate District Campus	(1,802,322)	(1,778,908)	(1,657,429)	(1,483,803)	-
New Instructional Facilities Allotment	-	-	-	(671,814)	(877,173)
Teacher Incentive Allotment	-	-	(1,349,639)	(2,269,920)	
Net of Other State Aid Offset by Expenditures	163,183,496	162,947,920	152,396,726	155,569,214	154,083,747
Pass-through Collections for Tax Increment Fund	(5,347,455)	(5,365,172)	10,870	(104,864)	(108,580)
Insurance Recoveries	(987,119)	(1,704,719)	(880,905)	(533,165)	-
Net of TIF Payment & Insurance Recoveries	156,848,922	155,878,029	151,526,691	154,931,185	153,975,167
Net Revenue in Constant Dollars	156,848,922	144,442,934	133,645,356	133,086,515	129,047,653

The LBB estimates 16.2% decrease in spending power between 2021 and 2025

Child Nutrition Fund Three-Year Comparison

	2022-2023	2023-2024			2024-2025	Change from Prior Year Adopted
	Audited Actual	Adopted Budget	Amended Budget	Projected Actual	Proposed Budget	
Revenues						
Local & intermediate source	\$ 576,762	404,000	404,000	884,991	615,000	211,000
State programs	173,594	-	-	42,615	39,000	39,000
Federal Programs	10,769,505	10,585,000	10,607,613	10,640,831	10,835,400	250,400
Total revenues	11,519,861	10,989,000	11,011,613	11,568,437	11,489,400	500,400
Expenditures						
Food service	11,417,714	11,281,649	13,735,076	10,729,123	12,325,453	1,043,804
Total expenditures	11,417,714	11,281,649	13,735,076	10,729,123	12,325,453	1,043,804
Excess (deficiency) of revenues over (under) expenditures	102,147	(292,649)	(2,723,463)	839,314	(836,053)	(543,404)
Other financing sources (uses)						
Other financing sources	95,520	-	-	63,393	-	-
Other financing uses	-	-	-	-	-	-
Total other financing sources (uses)	95,520	-	-	63,393	-	-
Net change in fund balance	197,667	(292,649)	(2,723,463)	902,707	(836,053)	(543,404)
Beginning fund balance	5,676,286	5,656,031	5,873,953	5,873,953	6,776,660	1,120,629
Ending fund balance	\$ 5,873,953	5,363,382	3,150,490	6,776,660	5,940,607	577,225
Ending fund balance as a percent of expenditures	51.4%	47.5%	22.9%	63.2%	48.2%	

Debt Service Fund Three-Year Comparison

	2022-2023		2023-2024		2024-2025 Proposed Budget	Change from Prior Year Adopted
	Audited Actual	Adopted Budget	Amended Budget	Projected Actual		
Revenues						
Local & intermediate source	\$ 25,495,326	22,809,772	22,841,772	22,345,795	23,637,688	827,916
State programs	449,138	2,359,589	2,359,589	2,184,043	2,358,804	(785)
Total revenues	25,944,464	25,169,361	25,201,361	24,529,838	25,996,492	827,131
Expenditures						
Debt service	24,873,558	25,914,221	25,914,221	25,902,035	25,950,492	36,271
Intergovernmental charges	1,667	6,000	38,000	33,652	46,000	40,000
Total expenditures	24,875,225	25,920,221	25,952,221	25,935,687	25,996,492	76,271
Excess (deficiency) of revenues over (under) expenditures	1,069,239	(750,860)	(750,860)	(1,405,849)	-	750,860
Other financing sources (uses)						
Other financing sources	-	-	-	-	-	-
Other financing uses	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-
Net change in fund balance	1,069,239	(750,860)	(750,860)	(1,405,849)	-	750,860
Beginning fund balance	4,006,234	4,459,756	5,075,473	5,075,473	3,669,624	(790,132)
Ending fund balance	\$ 5,075,473	3,708,896	4,324,613	3,669,624	3,669,624	(39,272)
Ending fund balance as a percent of expenditures	20.4%	14.3%	16.7%	14.1%	14.1%	

In 2022-2023, we had excess tax collections of \$817k that we were required to utilize in setting the tax rate for 2023-2024. The \$7.7m in value adjustments this year, resulted in a tax collection shortfall of \$570k. This shortfall was partially offset by investment income of \$577k, a \$77k positive variance from budgeted estimates. In 2021-2022, the District generated only \$63k in investment income due to the lower interest rates. With the Feds promising to reduce rates and the value adjustments from this current year, we have chosen to utilize the 98% collection rate for 2024-2025.

Other Special Revenue Funds Adopted by the Board

	Greater Waco Advanced		McLennan Co.	Regional	Memorandum Total
	Health Care Academy	Manufacturing Academy	Challenge Academy	Day School for the Deaf	
Revenues:					
Local and Intermediate Source Revenue	\$ 976,400	1,084,800	831,402	622,650	3,515,252
State Program Revenue	47,131	43,929	149,658	39,568	280,286
Total Revenues	<u>\$ 1,023,531</u>	<u>1,128,729</u>	<u>981,060</u>	<u>662,218</u>	<u>3,795,538</u>
Appropriations:					
Instruction	\$ 867,897	913,373	584,497	671,024	3,036,791
Instructional Staff and Curriculum Development	13,000	6,300	-	86,793	106,093
Instructional Leadership	249,741	121,886	-	-	371,627
School Leadership	-	-	202,985	-	202,985
Guidance, Counseling and Evaluation Svcs	47,512	148,178	92,283	-	287,973
Health Services	-	-	100	-	100
Plant Maintenance and Operations	80,381	128,992	8,900	-	218,273
Payments to Shared Services Arrangement	-	-	92,295	14,401	106,696
Total Appropriations	<u>\$ 1,258,531</u>	<u>1,318,729</u>	<u>981,060</u>	<u>772,218</u>	<u>4,330,538</u>
Excess (Deficiency) of Estimated Revenues Over Appropriations	\$ (235,000)	(190,000)	-	(110,000)	(535,000)
Other Financing Sources/(Uses)	235,000	190,000	-	110,000	535,000
Net Change in Deferred Revenue	\$ -	-	-	-	-
Deferred Revenue, beginning of year	-	-	459,036	-	459,036
Deferred Revenue, end of year	<u>\$ -</u>	<u>-</u>	<u>459,036</u>	<u>-</u>	<u>459,036</u>

**Notice of Budget and Tax Rate Meeting
– must be 10 – 30 days before the date of
the Public Hearing**

Date

8/9/2024

Budget and Tax Rate Meeting

8/22/2024

**Meeting to Adopt the Budget & Tax Rate
(budget must be adopted before
adoption of the tax rate for the tax year
in which the fiscal year covered by the
budget begins)**

8/22/2024

First day of 2024-2025 fiscal year

9/1/2024

2024-2025 Budget Calendar

Summary Comparison of the Proposed Budget for the Waco ISD

	2023-2024		2024-2025	
	Enrollment	13,517	Enrollment	13,294
	Revised Budget*		Proposed Budget	
	Aggregate	Per Pupil	Aggregate	Per Pupil
Instruction				
11 Instruction	\$ 91,317,586	\$ 6,756	\$ 88,021,699	\$ 6,621
12 Instructional Resources, Media Services	\$ 701,016	\$ 52	\$ 1,422,823	\$ 107
13 Curriculum Development & Staff Development Payments to Fiscal Agents for Shared Service	\$ 4,332,860	\$ 321	\$ 3,372,422	\$ 254
93 Arrangements	\$ 302,000	\$ 22	\$ 300,000	\$ 23
95 Payment to Juvenile Justice AEP	\$ 585,000	\$ 43	\$ 555,000	\$ 42
Total Instruction	\$ 97,238,462	\$ 7,194	\$ 93,671,944	\$ 7,046
Instructional Support				
21 Instructional Leadership	\$ 4,044,834	\$ 299	\$ 3,415,549	\$ 257
23 School Leadership	\$ 10,604,132	\$ 785	\$ 9,519,505	\$ 716
Total Instructional Support	\$ 14,648,966	\$ 1,084	\$ 12,935,054	\$ 973
Student Support				
31 Guidance & Counseling, Evaluation	\$ 6,480,738	\$ 479	\$ 7,040,303	\$ 530
32 Social Work Services	\$ 819,984	\$ 61	\$ 543,622	\$ 41
33 Health Services	\$ 1,547,023	\$ 114	\$ 1,622,342	\$ 122
34 Student Transportation	\$ 5,866,349	\$ 434	\$ 4,927,508	\$ 371
35 Food Services	\$ 13,735,076	\$ 1,016	\$ 12,325,453	\$ 927
36 Co-curricular/ Extra-curricular Activities	\$ 6,105,466	\$ 452	\$ 5,577,914	\$ 420
Total Student Support	\$ 34,554,636	\$ 2,556	\$ 32,037,142	\$ 2,410
Central Administration				
41 General Administration	\$ 7,632,419	\$ 565	\$ 6,349,454	\$ 478
Total General Administration	\$ 7,632,419	\$ 565	\$ 6,349,454	\$ 478
District Operations				
51 Plant Maintenance & Operations	\$ 19,984,882	\$ 1,478	\$ 20,313,668	\$ 1,528
52 Security and Monitoring	\$ 3,977,781	\$ 294	\$ 3,692,568	\$ 278
53 Data Processing	\$ 3,273,445	\$ 242	\$ 3,430,585	\$ 258
Total District Operations	\$ 27,236,108	\$ 2,015	\$ 27,436,821	\$ 2,064
Ancillary Services				
61 Community Service	\$ 535,211	\$ 40	\$ 1,039,707	\$ 78
Total Community Services	\$ 535,211	\$ 40	\$ 1,039,707	\$ 78
Debt Service				
71 Debt Service	\$ 26,216,221	\$ 1,939	\$ 26,268,492	\$ 1,976
Total Debt Services	\$ 26,216,221	\$ 1,939	\$ 26,268,492	\$ 1,976
Other				
97 Payments to Tax Increment Funds	\$ 158,000	\$ 12	\$ 221,000	\$ 17
99 Inter-governmental Charges Not Defined in Other Codes	\$ 938,000	\$ 69	\$ 935,000	\$ 70
Total Other	\$ 1,096,000	\$ 81	\$ 1,156,000	\$ 87
Total	\$ 209,158,023	\$ 15,474	\$ 200,894,614	\$ 15,112
Object Code 6491-Statutorily Required Public Notice	\$ 10,300	\$ 1	\$ 9,700	\$ 1
Object Code 6214-Fees Paid to Organizations or Associations that Advocate on Behalf of the District	\$ 7,661	\$ 1	\$ 5,684	\$ -

*2023-2024 Budget as of August 8, 2024

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 8, 2024

Contact Person: Dr. Daniel Lopez

RE: Consider, Discuss, and Take Appropriate Action Regarding Annual Compensation Plan

=====

Background Information:

Per DEA (LOCAL), the Superintendent must recommend an annual compensation plan for all District employees to the Board of Trustees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives.

Proposed salary increase for 2024-2025:

- A \$600.00 salary increase for employees paid on the Teacher Pay Scale Schedule with a 2024-2025 starting pay of \$53,000.

Increased/Added Stipends in the following areas:

- Special Education
 - Self-contained, ECSE, FA/Achieve, and FA/Aspire teachers moved from \$3000 to \$4000
 - Add Deaf/Blind Intervener Specialist for \$6000
 - Inclusion/Resource teacher (with case management duties) moved from \$1500 to \$2000
- District Various Level Position
 - Add Strategic Reading Specialist for \$8000
 - Add District Lead Librarian for \$7000
- Campus Various Specific
 - Add Career & Technical Student Organization (CTSO) – Level I for \$500
 - Add Career & Technical Student Organization (CTSO) – Level II for \$200
 - Add Career & Technical Student Organization (CTSO) – Level III for \$100

Fiscal Implications:

The estimated cost of the proposed teacher pay scale salary increase is \$587,000 and stipend additions is \$93,245. The cost of the increase will be included in the proposed budget for 2024-2025.

Administrative Recommendation(s):

Approve the annual compensation plan as presented.

Compensation Manual 2024-2025



WACO INDEPENDENT SCHOOL DISTRICT

Compensation Manual Contents

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WISD Teacher Placement Scale

Years of Experience	Placement Scale Salary
0	\$53,000
1	\$53,575
2	\$53,925
3	\$54,275
4	\$54,725
5	\$55,175
6	\$55,675
7	\$56,175
8	\$56,675
9	\$57,175
10	\$57,675
11	\$58,175
12	\$58,575
13	\$58,975
14	\$59,375
15	\$59,775
16	\$60,175
17	\$60,575
18	\$61,075
19	\$61,575
20	\$62,075
21	\$62,575
22	\$63,075
23	\$63,575
24	\$63,975
25	\$64,375
26	\$64,775
27+	\$65,175

Hiring Placement Scale	
10-Month Hiring Range Minimum	\$53,000
10-Month Hiring Range Maximum	\$65,175
Continuing Teachers will receive an increase of \$600	
<p style="text-align: center;">The salaries listed above are based on 10-month employment for the 2024-2025 school year. The salary placement scale is determined on an annual basis and salary advancement is not guaranteed.</p> <p style="text-align: center;">Pay increases are based on the annual pay raise budget approved by the Board of Trustees.</p> <p style="text-align: center;">Salaries are determined individually with consideration for job-related experience and credentials (service records).</p>	

Administrative Professional Pay Plan

Pay Grade	Job Title	Calendars	Base
100			Daily \$229.95
	Grow Our Own - Teacher Intern	187	187 Days 43,000

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum
101			Daily \$239.90	\$288.00	\$336.10
	Accountant - Professional	226	153 Days 36,705	44,064	51,423
	Coordinator - Attendance & Truancy	202	193 Days 46,301	55,584	64,867
	Coordinator - PDS Site	153	202 Days 48,460	58,176	67,892
	Liaison - Parent & Community Support	226	203 Days 48,700	58,464	68,228
	LSPSP Case Manager	202	207 Days 49,659	59,616	69,573
	LSSP - Assistantship (hourly)	202	212 Days 50,859	61,056	71,253
	Manager - Athletic Scheduling & Equipment	226	226 Days 54,217	65,088	75,959
	Senior Buyer	226			
	Special Assistant to the Superintendent	226			
	Specialist - Campus Parent/ Community Involvement	212, 226			
	Specialist - Child Nutrition Services	226			
	Specialist - Community School	207, 226			
	Specialist - Deaf Ed Interpreter Services	196			
	Specialist - Homeless Student	203			
	Specialist - Multimedia Content	226			
	Specialist - Records Management	226			
	Strength & Conditioning Coach	226			
	Supervisor - Routing	226			

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum
102			Daily \$263.89	\$316.80	\$369.71
	Accountant - Operations	226	187 Days 49,347	59,242	69,136
	Accountant - Senior	226	188 Days 49,611	59,558	69,505
	Analyst - Human Resources Systems	226	202 Days 53,306	63,994	74,681
	Analyst - Information Support System Program	226	203 Days 53,570	64,310	75,051
	BCBA Intern	212	207 Days 54,625	65,578	76,530
	Behavior Analyst - Intern	212	212 Days 55,945	67,162	78,379
	Facilitator - Technology	202	226 Days 59,639	71,597	83,554
	Homeless Students Population Specialist	187	240 Days 63,334	76,032	88,730
	Intern - LSSP	202			
	Library Media Specialist PK-8	188			
	Manager - Energy	226			
	Manager - Television Production	226			

Manager - Transportation Operations	226
Network Infrastructure Engineer	226
Specialist - At-Risk Students	207
Specialist - Campus Support	207
Specialist - Campus Testing	187
Specialist - College Career Military Readiness	212
Speech Pathologist - Asst	187
Supervisor - Facilities & Preventive Maintenance	240
Supervisor - Maintenance & Hazardous Materials	240
Supervisor - Warehouse	240
Systems Engineer	226

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
103			Daily	\$285.00	\$342.14	\$399.28
	Administrator In Residence	207	187 Days	53,295	63,980	74,665
	Analyst - Compensation	226	188 Days	53,580	64,322	75,065
	Athletic Trainer	202	190 Days	54,150	65,007	75,863
	Coordinator - Custodial & IPM	240	193 Days	55,005	66,033	77,061
	Counselor - ES	190	202 Days	57,570	69,112	80,655
	Counselor - MS	203	203 Days	57,855	69,454	81,054
	Counselor - Special Education	190	207 Days	58,995	70,823	82,651
	Counselor - Targeted Support	190	212 Days	60,420	72,534	84,647
	District Behavior Coach	212	226 Days	64,410	77,324	90,237
	ESL Strategist/ Interventionist	187	240 Days	68,400	82,114	95,827
	ESL Strategist/ Interventionist - HS	187				
	Facilitator - ARD	202				
	Instructional Coach - Early Childhood	207				
	Instructional Specialist - Campus	202				
	Instructional Specialist - Dyslexia	187				
	Instructional Specialist - RDSPD	202				
	Instructional Specialist - Special Programs	202				
	Instructional Specialist - Supplemental Instruction	212				
	Instructional Specialist - Support For Teachers/ Students	202				
	Instructional Specialist - Technology	202				
	Librarian - ES. MS	188				
	Librarian - HS	193				
	Manager - Benefits	226				
	Manager - Transportation Fleet	226				
	Nurse - RN	187				
	Specialist - Data	207				
	Specialist - Social Emotional Learning (SEL)	203				
	Specialist - Transition	155	202			

Strategic Reading Specialist	212
Supervisor - Highly Mobile Student Services	203
Supervisor - Payroll	226

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
104			Daily	\$307.80	\$369.51	\$431.22
	Asst Principal - ES	207	187 Days	57,559	69,098	80,638
	Asst Project Manager - Operations (Bond funded)	226	190 Days	58,482	70,207	81,932
	Behavior Analyst - BCBA	212	196 Days	60,329	72,424	84,519
	Coordinator - Emergency Preparedness & Security	226	202 Days	62,176	74,641	87,106
	Counselor - Challenge Academy	190	203 Days	62,483	75,011	87,538
	Counselor - GWAMA/GWAHCA	212	207 Days	63,715	76,489	89,263
	Counselor - HS	203	212 Days	65,254	78,336	91,419
	Counselor - HS Lead	226	226 Days	69,563	83,509	97,456
	Diagnostician	202				
	School Psychologist	202				
	Occupational Therapist	190				
	School Social Worker - Clinical	226				
	Speech Language Pathologist	187, 196				
	Supervisor - Police/Field Service	226				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
105			Daily	\$323.20	\$387.99	\$452.78
	Asst Principal - DAEP	207	207 Days	66,902	80,314	93,725
	Asst Principal - MS	207	212 Days	68,518	82,254	95,989
	Coordinator - Advanced Academics	226	226 Days	73,043	87,686	102,328
	Coordinator - Bilingual	212				
	Coordinator - C&I	226				
	Coordinator - Communications	207				
	Coordinator - Counseling & SEL	226				
	Coordinator - Cybersecurity	226				
	Coordinator - District Reading	226				
	Coordinator - English Language Learner	207				
	Coordinator - Facilities & Maintenance	226				
	Coordinator - Future Educators Academy	226				
	Coordinator - Grants Accounting	226				
	Coordinator - GWAMA	226				
	Coordinator - HST Curriculum & Certifications	226				
	Coordinator - Human Resources	226				
	Coordinator - Instructional Technology	226				
	Coordinator - RDSPD	226				
	Coordinator - Special Education	226				

Coordinator - Technology Support Services	226
Coordinator - Testing & Assessments	226
Coordinator- Compliance & Response To Intervention	226
District Specialist - Bilingual Education	207
District Specialist - Emergent Bilingual	207
Senior Systems Engineer	226
Supervisor - Police/Administrative Services	226

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
106			Daily	\$365.21	\$438.43	\$511.65
	Assoc Principal - HS	226	207 Days	75,598	90,755	105,912
	Asst Director - Athletics	226	226 Days	82,537	99,085	115,633
	Asst Director - Construction	226				
	Asst Director - CTE	226				
	Asst Director - Transportation	226				
	Asst Principal - HS	207				
	Dean - GWAHCA/GWAMA	226				
	Director - Accountability & Data Analysis	226				
	Director - Accounting	226				
	Director - Advanced Academics	226				
	Director - Credit Recovery Systems	226				
	Director - Early Childhood Education	226				
	Director - Extended Learning & Enrichment Programs (TW)	226				
	Director - Multi Tiered System of Support	226				
	Director - Network Systems	226				
	Director - PEIMS/Attendance/Data Analytics	226				
	Director - PD/OC	226				
	Director - Purchasing/ Warehouse/ Distribution Services	226				
	Director - Strategic Evaluation Systems and Support	226				
	Principal - ES	226				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
107			Daily	\$401.43	\$477.89	\$554.35
	Athletic Sector Coordinator - Head Football Coach	226	226 Days	90,723	108,003	125,283
	Director - Bilingual/ ESL	226				
	Director - Career & Technology Education	226				
	Director - Challenge Academy	226				
	Director - Facilities & Maintenance	226				
	Director - Fine Arts	226				
	Director - Health Services	226				
	Director - Special Education	157	226			
	Director - Transportation	226				

Director - Special Education	226
Director - Transportation	226
Principal - MS	226
Principal - Secondary DAEP	226

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
108			Daily	\$449.60	\$535.24	\$620.88
	Chief of Police	226	226 Days	101,610	120,964	140,319
	Director - Athletics	226				
	Exec Director - Communications	226				
	Exec Director - Curriculum & Professional Development	226				
	Exec Director - Elementary Education	226				
	Exec Director - Finance	226				
	Exec Director - Human Resources	226				
	Exec Director - Interventions nd State and Fed. Programs	226				
	Exec Director - Secondary Education	226				
	Exec Director - Special Education	226				
	Exec Director - Student Services	226				
	Exec Director - Student Support	226				
	Principal - HS	226				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
109			Daily	\$557.51	\$663.70	\$769.89
	Asst Superintendent - C&I	226	226 Days	125,997	149,996	173,995
	Asst Superintendent - Human Resources	226				
	Asst Superintendent - Student Services & Support	226				
	Chief Officer of Facilities & Operations	226				
	Chief Financial Officer	226				
	Chief Technology Officer	226				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
110			Daily	\$641.14	\$763.26	\$885.38
	Chief of Staff	226	226 Days	144,898	172,497	200,096
	Deputy Superintendent	226				

Clerical/Paraprofessional Pay Plan

*Annual amounts are based on 8 hours per day.

Pay Grade	Current Grade	Job Title	Calendars	Hourly	Minimum	Midpoint	Maximum
201				Hourly	\$12.50	\$15.06	\$17.62
	201	After School - Worker	207	193 Days	19,300	23,253	27,205
	201	Receptionist - Campus	193	207 Days	20,700	24,939	29,179
	201	Clerk - Operations (Bond Funded)	226				

Pay Grade	Current Grade	Job Title	Calendars	Hourly	Minimum	Midpoint	Maximum
202				Hourly	\$14.00	\$16.87	\$19.74
	202	After School - Fitness Worker	187	187 Days	20,944	25,238	29,531
	202	Aide - Bilingual Instructional	187	188 Days	21,056	25,372	29,689
	202	Aide - Campus Support (ISS)	187				
	202	Aide - Instructional	187				
	202	Aide - Instructional (Supplemental Instruction)	187				
	202	Aide - Instructional Math	187				
	202	Aide - Library	187, 188				
	202	Aide - PE	187				
	202	Aide - Pre-K	187				
	202	Aide - Pre-K/ Bilingual	187				
	202	Aide - Pre-K/ Kindergarden	187				
	202	Aide - Primary Literacy	187				
	202	Aide - Reach Associate	187				
	202	Aide - Teacher Resident	187				
	202	Nurse - CNA	187				

Pay Grade	Current Grade	Job Title	Calendars	Hourly	Minimum	Midpoint	Maximum
203				Hourly	\$15.00	\$18.07	\$21.14
	203	Aide - Sped	187	187 Days	22,440	27,033	31,625
	203	Aide - Sped - 18-21 Transition	187	193 Days	23,160	27,900	32,640
	203	Aide - Sped - Achieve	187	202 Days	24,240	29,201	34,162
	203	Aide - Sped - Aspire	187	212 Days	25,440	30,647	35,853
	203	Aide - Sped - Deaf Ed	187	226 Days	27,120	32,671	38,221
	203	Aide - Sped - ECSE	187				
	203	Aide - Sped - Inclusion	187				
	203	Aide - Sped - Resource/Inclusion	187				
	203	Aide - Sped - Sail	187				
	203	Bilingual Asst - Sped	202				
	203	Clerk - Athletic	212				
	203	Clerk - Campus Office	193				
	203	Clerk - English Learners Dept Testing	226				

203 Clerk - Sped

202

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
204				Hourly	\$15.90	\$19.16	\$22.42
204		Liaison - Parent Campus	193	193 Days	24,550	29,583	34,616
204		Receptionist - Admin	226	196 Days	24,931	30,043	35,155
204		Secretary - Principal ES	226	202 Days	25,694	30,963	36,231
204		Specialist - Parent Involvement	202	226 Days	28,747	34,641	40,535
204		Specialist - PEIMS ES	196				
204		Specialist - PEIMS HS	196				
204		Specialist - PEIMS MS	196				

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
205				Hourly	\$17.20	\$20.72	\$24.24
205		Registrar II - Para	226	226 Days	31,098	37,462	43,826
205		Secretary - Principal Challenge	226				
205		Secretary - Principal DAEP	226				
205		Secretary - Principal GWAHCA	226				
205		Secretary - Principal GWAMA	226				
205		Secretary - Principal MS	226				

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
206				Hourly	\$18.40	\$22.17	\$25.94
206		Bookkeeper - HS	226	187 Days	27,526	33,166	38,806
206		Interpreter - Sign Language Noncertified	187	226 Days	33,267	40,083	46,900
206		Secretary - Principal HS	226				
206		Specialist - Police Support Services	226				
206		Specialist - Warehouse	226				

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
207				Hourly	\$19.90	\$23.97	\$28.04
207		Admin Asst - Athletics	226	187 Days	29,770	35,859	41,948
207		Admin Asst - Bernard & Audre Rapport Vision Center	202	202 Days	32,158	38,736	45,313
207		Admin Asst - Bilingual	226	226 Days	35,979	43,338	50,696
207		Admin Asst - Career & Technology Education	226				
207		Admin Asst - CNS	226				
207		Admin Asst - Construction (Bond Funded)	226				
207		Admin Asst - Custodial Services	226				
207		Admin Asst - Fine Arts	226				
207		Admin Asst - Highly Mobile Students	187				
207		Admin Asst - Maintenance	160	226			

207	Admin Asst - Police	226
207	Admin Asst - Student Management	226
207	Admin Asst - Transportation	226
207	Bookkeeper - Athletics	226
207	Nurse - LVN	187
207	Specialist - Accounting Revenue	226
207	Specialist - Accounts Payable	226
207	Specialist - Bilingual Assessor	226
207	Specialist - HR Personnel Services	226
207	Specialist - HR Risk Mgmt, Benefits & Leave	226
207	Specialist - HR Substitute Mgmt	226
207	Specialist - Maintenance Business	226
207	Specialist - Payroll	226
207	Specialist - Purchasing II	226
207	Specialist - Special Ed - PEIMS	226
207	Technician - Technology	226

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
208				Hourly	\$22.50	\$27.11	\$31.72
208	Ex Admin Asst - Business & Financial Services	226	187 Days	33,660	40,557	47,453	
208	Ex Admin Asst - C&I	226	226 Days	40,680	49,015	57,350	
208	Ex Admin Asst - Communications	226					
208	Ex Admin Asst - Deputy Superintendent	226					
208	Ex Admin Asst - HR	226					
208	Ex Admin Asst - Sped	226					
208	Ex Admin Asst - Student Services	226					
208	Ex Admin Asst - Technology Services	226					
208	Interpreter - Sign Language Certified	187					
208	Specialist - Admin Budget	226					
208	Specialist - PEIMS Interface	226					

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
209				Hourly	\$26.30	\$31.69	\$37.08
209	Occupational Therapist Assistant	187	187 Days	39,345	47,408	55,472	
209	Specialist - Budget	226	226 Days	47,550	57,296	67,041	
209	Specialist - PEIMS Interface Student Services	226					
207	Technician - Network Services	226					
209	Technician - Communication Systems	226					

Clerical/Paraprofessional Placement Scale

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district. Current employees may be paid above this placement scale. This scale is for placement of new hires only. Future wage increases are determined annually and are not guaranteed.

Range Position	2024-2025 Total Exp	Pay Grades								
		201	202	203	204	205	206	207	208	209
Minimum	0	\$12.50	\$14.00	\$15.00	\$15.90	\$17.20	\$18.40	\$19.90	\$22.50	\$26.30
	1	\$12.63	\$14.14	\$15.15	\$16.06	\$17.38	\$18.59	\$20.10	\$22.73	\$26.57
	2	\$12.75	\$14.28	\$15.30	\$16.22	\$17.55	\$18.77	\$20.30	\$22.96	\$26.83
	3	\$12.87	\$14.42	\$15.45	\$16.38	\$17.72	\$18.95	\$20.50	\$23.19	\$27.09
	4	\$12.99	\$14.56	\$15.60	\$16.54	\$17.89	\$19.13	\$20.70	\$23.42	\$27.35
	5	\$13.11	\$14.70	\$15.75	\$16.70	\$18.06	\$19.31	\$20.90	\$23.65	\$27.61
	6	\$13.23	\$14.84	\$15.90	\$16.86	\$18.23	\$19.49	\$21.10	\$23.88	\$27.87
	7	\$13.35	\$14.98	\$16.05	\$17.02	\$18.40	\$19.67	\$21.30	\$24.11	\$28.13
	8	\$13.47	\$15.12	\$16.20	\$17.18	\$18.57	\$19.85	\$21.50	\$24.34	\$28.39
	9	\$13.59	\$15.26	\$16.35	\$17.34	\$18.74	\$20.03	\$21.70	\$24.57	\$28.65
	10	\$13.71	\$15.40	\$16.50	\$17.50	\$18.91	\$20.21	\$21.90	\$24.80	\$28.91
	11	\$13.83	\$15.54	\$16.65	\$17.66	\$19.08	\$20.39	\$22.10	\$25.03	\$29.17
	12	\$13.95	\$15.68	\$16.80	\$17.82	\$19.25	\$20.57	\$22.30	\$25.26	\$29.43
	13	\$14.07	\$15.82	\$16.95	\$17.98	\$19.42	\$20.75	\$22.50	\$25.49	\$29.69
	14	\$14.19	\$15.96	\$17.10	\$18.14	\$19.59	\$20.93	\$22.70	\$25.72	\$29.95
	15	\$14.31	\$16.10	\$17.25	\$18.30	\$19.76	\$21.11	\$22.90	\$25.95	\$30.21
	16	\$14.43	\$16.24	\$17.40	\$18.46	\$19.93	\$21.29	\$23.10	\$26.18	\$30.47
	17	\$14.55	\$16.38	\$17.55	\$18.62	\$20.10	\$21.47	\$23.30	\$26.41	\$30.73
	18	\$14.67	\$16.52	\$17.70	\$18.78	\$20.27	\$21.65	\$23.50	\$26.64	\$30.99
	19	\$14.79	\$16.66	\$17.85	\$18.94	\$20.44	\$21.83	\$23.70	\$26.87	\$31.25
Midpoint	20	\$15.06	\$16.87	\$18.07	\$19.16	\$20.72	\$22.17	\$23.97	\$27.11	\$31.69

Auxiliary Pay Plan

*Annual amounts are based on 8 hours per day.

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
301			Hourly	\$12.00	\$14.12	\$16.24
	Crosswalk Guard	178	178 Days	17,088	20,107	23,126
	Temporary - Cafeteria Worker	180	180 Days	17,280	20,333	23,386
	Temporary - Custodian	240	240 Days	23,040	27,110	31,181
	Temporary - Student Worker	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
302			Hourly	\$14.00	\$16.87	\$19.74
	Cafeteria	180	180 Days	20,160	24,293	28,426
	Custodian	240	240 Days	26,880	32,390	37,901
	<i>\$1 differential pay for Custodian - Evening</i>					

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
303			Hourly	\$14.70	\$17.71	\$20.72
	Bus Monitor*	175	175 Days	20,580	24,794	29,008
	Cafeteria - Lead	184	184 Days	21,638	26,069	30,500
	Custodian - Lead	240	240 Days	28,224	34,003	39,782
	Specialist - Floor Care	240				
	Utility Worker	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
304			Hourly	\$15.45	\$18.61	\$21.77
	Cafeteria - Lead Trainee	184	184 Days	22,742	27,394	32,045
	General Maintenance I	240	240 Days	29,664	35,731	41,798
	Groundskeeper	240				
	Utility Worker - Lead	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
305			Hourly	\$16.55	\$19.94	\$23.33
	Cafeteria Manager - ES	184	184 Days	24,362	29,352	34,342
	CNS Warehouse - Worker	226	207 Days	27,407	33,021	38,634
	Custodian - Head ES	240	226 Days	29,922	36,052	42,181
	General Maintenance II	240	240 Days	31,776	38,285	44,794
	Groundskeeper - Equipment Operator	240				
	Campus Safety Guard	207				
	Technician - Pest Control	240				
	Utility Worker - WISD Stadium	240				
	Warehouse - Worker	163 240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
306			Hourly	\$18.05	\$21.75	\$25.45
	Cafeteria Manager - MS	184	184 Days	26,570	32,016	37,462
	Custodian - Head MS	240	240 Days	34,656	41,760	48,864
	Groundskeeper - Irrigation	240				
	Groundskeeper - Lead	240				
	Warehouse Worker - Senior	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
307			Hourly	\$19.68	\$23.71	\$27.74
	Cafeteria Manager - HS	184	184 Days	28,969	34,901	40,833
	Carpenter	240	240 Days	37,786	45,523	53,261
	Custodian - Head Administration	240				
	Custodian - Head DAEP	240				
	Custodian - Head HS	240				
	HVAC - Apprentice	240				
	Locksmith	240				
	Painter	240				
	Plumber (non licensed)	240				
	Roofer	240				
	Specialist - Warehouse Receiving	240				
	Technician - Fire and PA Systems	240				
	Welder	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
308			Hourly	\$21.85	\$26.33	\$30.81
	Electrician	240	212 Days	37,058	44,656	52,254
	Field Trip Coordinator	212	240 Days	41,952	50,554	59,155
	Pest Control - Lead	240				
	Plumber	240				
	Router - Transportation	212				
	Technician - Asbestos	240				
	Technician - HVAC	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
309			Hourly	\$23.61	\$28.44	\$33.27
	Asst Custodial Supervisor - PM	240	212 Days	40,043	48,234	56,426
	Dispatcher - Transportation	212	226 Days	42,687	51,420	60,152
	Mechanic	164 240	240 Days	45,331	54,605	63,878
	Specialist - HVAC Chiller	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
310			Hourly	\$25.50	\$30.72	\$35.94
	Electrician - Lead	240	207 Days	42,228	50,872	59,517
	Manager - CNS Warehouse	226	226 Days	46,104	55,542	64,980
	Plumber - Lead	240	240 Days	48,960	58,982	69,005
	Police Officer	207, 226				
	Supervisor - CNS Compliance & Employee Relations	226				
	Preventive Maintenance - Lead	240				
	Supervisor - CNS Dev & Ops	226				
	Supervisor - Area Cafeteria	226				
	Technician - HVAC Lead	240				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
311			Hourly	\$29.32	\$35.33	\$41.34
	Lead Asst Supervisor - Custodial	240	226 Days	53,011	63,877	74,743
	Foreman - Grounds	240	240 Days	56,294	67,834	79,373
	Mechanic - Lead	240				
	Supervisor - Safety and Training	226				

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
BD			Hourly	\$27.00	\$35.33	\$41.34
	Bus Drivers*	175	175 Days	37,800	49,462	57,876
	Fuelers	175				

Auxiliary Placement Scale

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district. Current employees may be paid above this placement scale. This scale is for placement of new hires only. Future wage increases are determined annually and are not guaranteed.

Range Position	2024-2025 Total Exp	Pay Grades										
		301	302	303	304	305	306	307	308	309	310	311
Minimum	0	\$12.00	\$14.00	\$14.70	\$15.45	\$16.55	\$18.05	\$19.68	\$21.85	\$23.61	\$25.50	\$29.32
	1	\$12.12	\$14.14	\$14.85	\$15.61	\$16.72	\$18.24	\$19.88	\$22.07	\$23.85	\$25.76	\$29.62
	2	\$12.22	\$14.28	\$15.00	\$15.76	\$16.88	\$18.42	\$20.08	\$22.29	\$24.09	\$26.02	\$29.92
	3	\$12.32	\$14.42	\$15.15	\$15.91	\$17.04	\$18.60	\$20.28	\$22.51	\$24.33	\$26.28	\$30.22
	4	\$12.42	\$14.56	\$15.30	\$16.06	\$17.20	\$18.78	\$20.48	\$22.73	\$24.57	\$26.54	\$30.52
	5	\$12.52	\$14.70	\$15.45	\$16.21	\$17.36	\$18.96	\$20.68	\$22.95	\$24.81	\$26.80	\$30.82
	6	\$12.62	\$14.84	\$15.60	\$16.36	\$17.52	\$19.14	\$20.88	\$23.17	\$25.05	\$27.06	\$31.12
	7	\$12.72	\$14.98	\$15.75	\$16.51	\$17.68	\$19.32	\$21.08	\$23.39	\$25.29	\$27.32	\$31.42
	8	\$12.82	\$15.12	\$15.90	\$16.66	\$17.84	\$19.50	\$21.28	\$23.61	\$25.53	\$27.58	\$31.72
	9	\$12.92	\$15.26	\$16.05	\$16.81	\$18.00	\$19.68	\$21.48	\$23.83	\$25.77	\$27.84	\$32.02
	10	\$13.02	\$15.40	\$16.20	\$16.96	\$18.16	\$19.86	\$21.68	\$24.05	\$26.01	\$28.10	\$32.32
	11	\$13.12	\$15.54	\$16.35	\$17.11	\$18.32	\$20.04	\$21.88	\$24.27	\$26.25	\$28.36	\$32.62
	12	\$13.22	\$15.68	\$16.50	\$17.26	\$18.48	\$20.22	\$22.08	\$24.49	\$26.49	\$28.62	\$32.92
	13	\$13.32	\$15.82	\$16.65	\$17.41	\$18.64	\$20.40	\$22.28	\$24.71	\$26.73	\$28.88	\$33.22
	14	\$13.42	\$15.96	\$16.80	\$17.56	\$18.80	\$20.58	\$22.48	\$24.93	\$26.97	\$29.14	\$33.52
	15	\$13.52	\$16.10	\$16.95	\$17.71	\$18.96	\$20.76	\$22.68	\$25.15	\$27.21	\$29.40	\$33.82
	16	\$13.62	\$16.24	\$17.10	\$17.86	\$19.12	\$20.94	\$22.88	\$25.37	\$27.45	\$29.66	\$34.12
	17	\$13.72	\$16.38	\$17.25	\$18.01	\$19.28	\$21.12	\$23.08	\$25.59	\$27.69	\$29.92	\$34.42
	18	\$13.82	\$16.52	\$17.40	\$18.16	\$19.44	\$21.30	\$23.28	\$25.81	\$27.93	\$30.18	\$34.72
	19	\$13.92	\$16.66	\$17.55	\$18.31	\$19.60	\$21.48	\$23.48	\$26.03	\$28.17	\$30.44	\$35.02
Midpoint	20	\$14.12	\$16.87	\$17.71	\$18.61	\$19.94	\$21.75	\$23.71	\$26.33	\$28.44	\$30.72	\$35.33

Supplemental Pay Duties and Terms

A stipend form must be completed and submitted to Human Resources by the appropriate principal or district administrator. All stipends are subject to certification and schedule verification. Stipends are prorated based on the number of sections taught in the subject/content area. Unless otherwise noted, most annual stipends are paid over 24 paychecks for the year.

- Assignment to any supplemental duty and receipt of compensation is separate from your employment contract and from any compensation for which you may earn under your employment contract with Waco ISD.
- Any supplemental duty assigned or volunteered for does not create a property right in the duty or the compensation for the duty.
- Any supplemental duty assignment does not create any future right to assignment of any supplemental duty.
- Assignment of any supplemental duty for any school year will not guarantee that any supplemental duties will be assigned in subsequent school years.
- You or the District may change the supplemental duty at any time.
- If a supplemental duty is changed by you or the district, you will receive compensation for only the actual supplemental duties performed.
- Any supplemental pay received will be treated this way now and for future school years unless and until the employee is notified otherwise.
- Only stipends listed in the Employee Compensation Plan are eligible to be issued. No other stipends may be created or offered by any campus/dept supervisor.

Recruiting Stipends & Incentives

Baylor/Tarleton New Teacher Recruitment and Retention Incentive - \$500.00

- A recent graduate of Baylor or Tarleton State Universities, newly hired as a zero-year teacher who has served at least one semester in the past two (2) years as an intern, teacher assistant, resident assistant, etc. on a Waco ISD campus. A teacher is eligible for a \$500 retention incentive when returning for the following school year. (Both are a one-time stipend paid out in the August 31st check). HR will review and submit for payment.

Relocation Reimbursement Assistance - \$500.00 - \$750.00

- Newly hired teachers relocating to Waco from 250-499 miles may be approved for reimbursement of up to \$500; those greater than 500 miles may be approved for reimbursement of up to \$750. The request must be made in advance and approved by Human Resources (a limited number are available). Receipts are required when submitting payment requests.

Teacher Incentive Allotment

For any funds received by Waco ISD for a designated teacher under the Teacher Incentive Allotment (TIA), 90%, less the TRS deduction (both employee and district) and any other applicable payroll taxes or deductions, will be paid to the designated teacher.

The remaining 10% will be collected at the district level and used for training/ support, expansion, administrative expenses, and professional development.

Employees who resign or retire: Should the district receive funding for a designated teacher who has resigned or retired, the district will forward one allotment payout to the retired teacher if the retired teacher notifies the district in writing by May 15. If an employee resigns, the funds will be redistributed to designated teachers and other high-performing teachers from the campus the employee was assigned.



Allotment
\$3,000-\$9,000



Allotment
\$6,000-\$18,000



Allotment
\$12,000-\$32,000

2024-2025 Stipends

APPROVED STIPENDS ARE ISSUED FOR ONE YEAR ONLY AND ARE SUPPLEMENTAL PAY.

Athletics

HS Campus Athletic Coordinator (1 Boys, 1 Girls Per Campus)	\$7,000
Head Varsity Coach Baseball	\$8,000
Head Varsity Coach Basketball	\$9,000
Head Varsity Coach Cross Country	\$7,000
Head Varsity Coach Golf (Year-Round)	\$6,000
Head Varsity Coach Powerlifting	\$3,000
Head Varsity Coach Soccer	\$8,000
Head Varsity Coach Softball	\$8,000
Head Varsity Coach Tennis	\$7,500
Head Varsity Coach Track	\$7,000
Head Varsity Coach Volleyball	\$8,000
* Football Offensive/Defensive Coordinator	\$8,500
Baseball, Varsity Assistant	\$5,000
Baseball, JV/9th	\$4,000
Basketball, Varsity Assistant	\$5,000
Basketball, JV/9th	\$4,000
* Football, Varsity Assistant	\$6,500
** Football, JV/9th	\$5,500
Powerlifting, Varsity Assistant	\$2,000
Soccer, Varsity Assistant	\$5,000
Soccer, JV/9th	\$4,000
Softball, Varsity Assistant	\$5,000
Softball, JV	\$4,000
Tennis, Assistant	\$3,500
Track/Cross Country, Assistant	\$3,000
Volleyball, Varsity Assistant	\$5,000
Volleyball, JV/9th	\$4,000
After School Single Sport Assistant (except football)	\$2,000

Athletic Coordinator, Middle School (1 Boys, 1 Girls per school)	\$2,000
Basketball, Middle School	\$2,000
Cross Country, Middle School	\$2,000
Football, Middle School	\$2,000
Golf, Middle School	\$2,000
Head Football, Middle School	\$3,500
Soccer, Middle School	\$1,600
Tennis, Middle School	\$2,000
Track, Middle School	\$2,000
Volleyball, Middle School	\$2,000
Single Sport (After School), Middle School	\$1,200
Off Season Coordinator, Middle School	\$1,600
<i>*Includes \$1,000 for football related responsibilities: 15 days report prior to first day for teachers.</i>	
<i>**Includes \$500 for football related responsibilities: 15 days early report (if applicable).</i>	
Miscellaneous Athletics	
Audio-Visual - Athletic Support	\$7,000
Photographer - Athletic Support	\$3,000
Tournament Coordination	\$700

<i>Bilingual - Certified Only</i>	
Elementary Bilingual Teacher \$6,000	\$6,000

<i>ESL - Certified Only</i>	
Elementary - 1 to 6 Students or up to 25% of Students Assigned	\$500
Elementary - 7-12 Students or 26 to 50% of Students Assigned	\$1,000
Elementary - 13-18 Students or 51 to 75% of Students Assigned	\$1,500
Elementary - 19-23+ Students or 76% to 100% of Students Assigned	\$2,000
Secondary - 1% to 25% Students Served	\$500
Secondary - 26% to 50% Students Served	\$1,000
Secondary - 51% to 75% Students Served	\$1,500
Secondary - 76% to 100% Students Served	\$2,000

<i>Content/ Critical Shortage</i>	
***Engineering High School (Funded out of CTE Budget)	\$8,000
English I and II High School (prorated per section)	\$1,400
Math / Physics High School Stipend (CERTIFIED ONLY)	\$8,000
**Science High School Stipend (CERTIFIED ONLY)	\$8,000
Math Stipend Middle School (MATH CERTIFIED ONLY)	\$6,000
Science Middle School Stipend (SCIENCE CERTIFIED ONLY)	\$6,000
*Math & Science Middle School (GENERALIST CERTIFIED)	\$3,000

**Stipend amount will be prorated based on the number of sections taught in the content area.50% of the content.*

***Includes Forensic Science and Forensic Psychology with Science Certification.*

**** Must teach Engineering classes and hold appropriate certification (Principals of Manufacturing not included).*

<i>Fine Arts</i>	
Color Guard/Flag Corps	\$2,000
Fine Arts Event Coordinator	\$3,000
Jazz/Stage Band	\$2,000
JROTC Marching Guards (207 Day calendar)	\$3,000
High School Assistant Band Director (207 Day Calendar)	\$7,500
High School Assistant Choir Director	\$4,000
High School Assistant Theater Arts Director	\$4,000
High School Band Director (207 Day Calendar) - Includes Lead Cluster Responsibilities	\$16,000
High School Choir Director	\$6,000
High School Mariachi Band Director	\$3,000
High School Orchestra Director (Multi Campuses)	\$7,500
High School Show Choir Director	\$1,000
High School Steel Drum Director	\$1,500
High School Theater Arts Director	\$6,000
Middle School Assistant Band Director	\$4,000
Middle School Band Director	\$6,000
Middle School Choir Director	\$3,000
Middle School Orchestra Director – Per Campus	\$2,000
Performing Arts Facility Manager (manage UHS PAC for all campuses)	\$7,500

Special Education

*Bilingual Diagnostician	\$6,000
*Bilingual Speech Pathologist	\$6,000
**Bilingual Asst. Speech Pathologist	\$6,000
*Bilingual LSSP	\$6,000
***Bilingual ARD Facilitator	\$6,000
Deaf/blind Intervener Specialist	\$6,000
Diagnostician Lead	\$2,000
Inclusion/Resource Teacher (with case management duties)	\$2,000
Lead Speech Language Pathologist (ASHA certified)	\$2,000
RDSPD Teacher with Deaf Ed Certification	\$3,000
SAIL, Self-Contained, ECSE, FA/Achieve, FA/Aspire	\$4,000
Special Olympics Coach	\$2,500
Visually Impaired Teacher	\$6,000

**Must complete all job responsibilities and possess appropriate professional certification(s); be proficient in Spanish (understand, read, write, speak, and translate). Will be required to conduct and facilitate Special Education related meetings between staff, students and parents (this includes staffing, ARD meetings, parent/guardian phone calls); and complete and translate all required IEP documentation/paperwork as needed. The Bilingual Diagnostician, LSSP and SLP are expected to conduct necessary evaluations in Spanish and translate the reports in Spanish. Attend the ARD meetings to review the evaluation in the parent's/guardian's native language.*

***Must complete all job responsibilities and possess appropriate professional certification(s). Must be proficient in Spanish (understand, read, write, speak and translate). Conduct Special Education related meetings between staff, students and parents (this includes Spanish. As needed, required to conduct and facilitate Special Education related meetings between staff, students and parents.*

****Must complete all job responsibilities and possess appropriate professional certification(s); be proficient in Spanish (understand, read, write, speak and translate). Conduct and facilitate Special Education related meetings between staff, students and parents (including staffing, ARD meetings, parent/guardian phone calls). Complete and translate all required IEP documentation/paperwork, as needed.*

<i>District Various Level Position</i>	
Bilingual Dyslexia Specialist	\$6,000
Counselor, Lead High School	\$1,000
Counselor, Lead Middle School	\$1,000
Counselor, Lead Elementary	\$1,000
District Lead Librarian	\$7,000
Gifted & Talented Itinerant Teacher (CERTIFIED)	\$2,000
Lead Elementary Art Teacher	\$1,000
Lead Secondary Art Teacher	\$1,000
Lead Physical Education Teacher	\$2,000
Lead Registered Nurse (RN)	\$2,000
Strategic Reading Specialist (extra days worked/attending training outside of regular contracted workdays)	\$8,000
Suspend Kids to School / Saturday Diversion Program Oversight	\$7,000
PDS Mentor Stipend (Baylor) - bi-annually in December and May Interns (BU/WISD MOU Agreement)	\$250(TA) \$500(Interns)
New Teacher Mentor Stipend (June)	\$500 per mentee

<i>Campus Various Level Position</i>	
Choral Music - Cluster Lead Teacher (Elementary)	\$4,000
Elementary School UIL Coordinator	\$500
Grade Level Chair, Elementary (Grades PK-5)	\$1,500
Campus Specials Chair, Elementary (Grades PK-5)	\$1,000
Department Chair, Secondary (Core, Special Ed, Fine Arts)	\$1,000
Discipline Alternative (DAEP) Classroom Teacher	\$1,000
Foreign Languages (CERTIFIED)	\$3,000
New Teacher Campus Coordinator (June) [1 per campus]	\$1,000
**Safe School Student Coordinator	\$1,500
History Fair Campus Coordinator	\$500
Non-UIL Advanced Competition (outside of contract period)	\$500
TIA Teacher Expert (June) [1 per campus]	\$750
<i>**Must be paid by campus budget and duties performed outside of work hours.</i>	

<i>Campus Various Specific</i>	
***Specialized Health Science Teacher (GWAHCA Only)	\$6,000
Health Science Teacher (WHS and UHS Only)	\$4,000
Welding	\$4,500
****Future Educators Academy Mentor Teacher	\$500
Future Educators Academy Teacher (Principles of Ed, Instr. Practices and/or Practicum)	\$2,500
Career & Technical Student Organization (CTSO) – Level I	\$500.00
Career & Technical Student Organization (CTSO) – Level II	\$200.00
Career & Technical Student Organization (CTSO) – Level III	\$100.00
<i>*** Requires appropriate licensure/certification meeting industry standards for the following courses/certification pathways: Community Health Worker (CHW); Certified Nurse Assistant (CNA); Certified Clinical Medical Assistant (CCMA); Pharmacy Technician (CPhT); or Clinical Ethics.</i>	
<i>**** Teachers mentoring FEA Students (paid once per year) - Grant Funded.</i>	

<i>High School Specific</i>	
Cheerleader Sponsor, Varsity	\$5,000
Cheerleader Sponsor, Assistant Varsity	\$3,000
Drill Team Sponsor, Varsity	\$4,500
Drill Team Sponsor, Assistant Varsity	\$3,000
High School Yearbook Sponsor	\$2,000
High School Student Council Sponsor	\$1,500
High School UIL Coordinator	\$2,000
High School UIL Debate Sponsor	\$1,500
High School UIL Speech Sponsor	\$1,500
High School UIL Academic Contest Sponsor (per event)	\$700
High School Academic Decathlon Sponsor	\$3,000
High School Assistant Academic Decathlon Sponsor	\$1,500
High School Mock Trial Sponsor	\$3,000

<i>Middle School Specific</i>	
Middle School Cheerleader Sponsor	\$2,000
Middle School UIL Coordinator	\$1,000
Middle School UIL Academic Contests (per event)	\$400

<i>Opportunity Culture</i>	
Multi-Classroom Leader (MCL) \$13,000	\$13,000
Multi-Classroom Leader (MCL) II \$16,000	\$16,000
Master Team Reach Teacher (MTRT) \$5,000	\$5,000
Master Team Reach Teacher (MTRT) \$5,000	\$5,000
Team Reach Teacher (TRT) \$2,500	\$2,500
Reach Associate (RA) \$1.3369 per hour added to hourly rate of pay	Equivalent of \$2000

Extra Duty & Temporary Worker

<i>Athletics/Transportation - Temporary Worker</i>			
Auxiliary	Game Help - 25 Second Clock	\$16.25	Hourly Rate
Auxiliary	Game Help - Announcer	\$17.50	
Auxiliary	Game Help - Chain Crew	\$11.25	
Auxiliary	Game Help - Field Gate	\$11.25	
Auxiliary	Game Help - Game Clock	\$15.00	
Auxiliary	Game Help - Parking Attendant	\$10.00	
Auxiliary	Game Help - Parking Supervisor	\$20.00	
Auxiliary	Game Help - Pass/Band Gate	\$11.25	
Auxiliary	Game Help - Pitch Counter (Baseball)	\$10.00	
Auxiliary	Game Help - Porch Gate	\$11.25	
Auxiliary	Game Help - Press Box Coordinator	\$13.75	
Auxiliary	Game Help - Press Box Host/Ushers	\$8.50	
Auxiliary	Game Help - Press Box Technician	\$20.00	
Auxiliary	Game Help - Scoreboard	\$8.50	
Auxiliary	Game Help - Concessions Cashier	\$10.00	
Auxiliary	Game Help - Concessions Worker	\$8.50	
Auxiliary	Game Help - Ticket Seller	\$11.25	
Auxiliary	Game Help - Ticket Taker	\$8.50	
Auxiliary	Game Help - Video Board	\$13.75	
Auxiliary	Transportation – Drivers in Training	\$14.40	Flat Rate
Auxiliary	Transportation Help – Driving bus trip 50 miles or less (<i>Extracurricular Exempt Employees</i>)	\$50.00	
Auxiliary	Transportation Help – Driving bus trip 51 miles or more (<i>Extracurricular Exempt Employees</i>)	\$100.00	Flat Rate
Auxiliary	Transportation Help – Driving bus route (AM or PM) [<i>Exempt Employees Only</i>]	\$50.00	
Auxiliary	Transportation Help – Driving field trips/routes *Outside of the Extracurricular Exempt Employee’s sport or fine arts program. **Non-Exempt employees <i>may</i> receive a blended rate.	\$27.00	Hourly Rate

<i>Campus - Temporary Worker</i>			
Professional	Counselor	\$30.00	Hourly Rate
Professional	Library Media Specialist	\$25.00	
Professional	Librarian	\$30.00	
Professional	Nurse (RN)	\$30.00	
Paraprofessional	Nurse (LVN)	\$20.70	
Professional	Instructional Specialist / Dyslexia Specialist	\$30.00	
Professional	Professional (non-instructional)	\$25.00	
Professional	Special Education Evaluation Services (SLP, LSSP, Diagnostician, OT, PT)	\$55.00	
Professional	Special Education Professional Services (SLP-Assistant, Certified Occupational Therapy Assistant)	\$45.00	
Paraprofessional	Aide, After School Care	\$14.00	
Paraprofessional	Aide, Instructional	\$14.00	
Paraprofessional	Aide, Special Education	\$15.00	
Paraprofessional	Clerk, Office/Receptionist	\$14.00	
Paraprofessional	Secretary, Elementary	\$16.00	
Paraprofessional	Secretary, Secondary	\$18.00	
Administrative	Assistant Principal, Elementary (Temp)	\$32.50	Daily Rate
Administrative	Assistant Principal, Middle School (Temp)	\$34.00	
Administrative	Assistant Principal, High School (Temp)	\$37.50	
Administrative	Principal	Negotiated	

Centralized Services - Temporary Worker

Auxiliary	Cafeteria Worker, Custodian or Student Worker	See Pay Grade 301	
Paraprofessional	Fine Arts Student Worker - Unskilled	\$8.00	Hourly Rate
Paraprofessional	Fine Arts Student Worker - Skilled	\$10.00	
Paraprofessional	Deaf Ed Interpreter - Certified	\$35.00	
Paraprofessional	Deaf Ed Interpreter - Uncertified	\$30.00	
Paraprofessional	Administrative Assistant - Central Office	\$15.55	
Paraprofessional	Office Clerk/Receptionist	\$12.85	
Paraprofessional	Specialist (Para) - Central Office	\$15.55	
Paraprofessional	Student Internship	\$10.00	
Paraprofessional	Technician Technology	\$18.82	
Paraprofessional	Videographer (WISD TV)	\$20.00	
Professional	Administrative/Professional - Central Office (exempt positions in pay grades 104 and higher)	Negotiated	

Tutors - Temporary Worker

Paraprofessional	Tutor - High School Peer	\$10.00	Hourly Rate
Professional	Tutor - Non-Degreed (Minimum 9 hours in Core Content)	\$17.00	
Professional	Tutor - Degreed (Minimum of 9 hours in Core Content)	\$22.00	
Professional	Tutor - Degreed/Certified Teacher (TX SBEC or Other State)	\$30.00	
Professional	Tutor - Music Degreed	\$30.00	

Note: Any temporary employment position not specifically listed above will be paid at the current minimum pay rate of the full-time equivalent position.

Current full-time non-exempt employees who work more than 40 hours in a workweek, must be paid time and one-half of their regular hourly rate for each hour worked over 40. Each work week stands alone for the purpose of determining an employee's regular hourly rate of pay for that week. If an employee is not paid on an hourly basis, that person's regular hourly rate must be calculated based on his or her total pay and hours worked for that week. As a rule, an employee who works two or more jobs at different rates of pay must receive overtime pay that equals time and one-half of the weighted average of all rates of pay for all hours worked in that work week.

Extra Duty Positions

Extra duty rates can only be paid to exempt employees when performing pre-approved extra duties outside of regularly scheduled work days and hours.

Professional	Teachers	\$35.00	Hourly Rate
Professional	Curriculum Writing	\$35.00	
Professional	Counselor	\$35.00	
Professional	Library Media Specialist	\$30.00	
Professional	Librarian	\$35.00	
Professional	Nurse (RN)	\$35.00	
Professional	After School Program Coordinator (Professional)	\$25.75	
Professional	Instructional Specialist / Dyslexia Specialist	\$30.00	
Professional	Professional (Non-Instructional)	\$25.00	
Professional	Special Education Evaluation Services (BCBA, SLP, LSSP, Diagnostician, OT, PT)	\$55.00	
Professional	Special Education Professional Services (SLP-Assistant, Certified Occupational Therapy Assistant)	\$45.00	
Administrative	Assistant Principal, Elementary	\$38.46	
Administrative	Assistant Principal, Middle School	\$40.40	
Administrative	Assistant Principal, High School	\$45.65	

Summer School, Saturday School, Night School

Professional	Teachers	\$30.00	Hourly Rate
Professional	Lead, Elementary	\$32.00	
Professional	Lead, Middle	\$35.00	
Professional	Lead, High School	\$38.00	
Professional	Testing Specialist/Coordinator	\$30.00	
Paraprofessional	Office Clerk/Receptionist	\$15.00	
Paraprofessional	Paraprofessional	Regular Hourly Rate if working in the same paraprofessional position as in the regular school year.	

Current full-time non-exempt employees who work more than 40 hours in a workweek, must be paid time and one-half of their regular hourly rate for each hour worked over 40. Each work week stands alone for the purpose of determining an employee's regular hourly rate of pay for that week. If an employee is not paid on an hourly basis, that person's regular hourly rate must be calculated based on his or her total pay and hours worked for that week. As a rule, an employee who works two or more jobs at different rates of pay must receive overtime pay that equals time and one-half of the weighted average of all rates of pay for all hours worked in that work week.

Guest Educator

Position/Degree	2024-2025 Daily Rate
Guest Educator Aide or Paraprofessional Positions High School Diploma or GED	\$80 per day
Long Term Guest Educator Paraprofessional/Aide – after 10 th consecutive day in the same assignment (long term rate starts on day 11)	\$85 per day
Guest Educator Teacher – 30+ College Hours (previously 40+)	\$100 per day
Long Term Guest Educator Teacher – Non-Certified with 30+ College Hours – after 10 th consecutive day in the same assignment (long term rate starts on day 11)	\$115 per day
Substitute Teacher – Bachelor’s Degree	\$100 per day
Long Term Guest Educator Teacher – Non-Certified with bachelor’s degree – after 10 th consecutive day in the same assignment (long term rate starts on day 11)	\$125 per day
Substitute Teacher – Texas or Out of State Certification	\$125 per day
Long Term Guest Educator Teacher with Teacher Certification – after 10 th consecutive day in the same assignment (long term rate starts on day 11)	\$150 per day
Guest Educator Nurse – LVN or RN	\$150 per day
Guest Educator Professional (Non-Teacher Campus Role) – Counselor, Instructional Specialist, Behavior Interventionist, etc. – Must have appropriate credentials and be approved by Human Resources	\$150 per day
Guest Educator Principal or Assistant Principal – Must have appropriate certification (Principal or Mid-Management), previous experience as a Principal or AP, and be approved by Human Resources	Rate set by HR
Guest Educator Central Office Administrator or Professional – Must have appropriate credentials	Rate set by HR

- Guest Educators with less than 30 college hours, a high school diploma, or a GED are only allowed to substitute in paraprofessional/clerical positions.
- All paraprofessional/clerical positions are paid at \$80 per day, regardless of degree or certification. A paraprofessional Guest Educator is a non-teacher position such as an instructional aide, office/clerical worker, or secretary.
- Guest Educator working as a teacher or aide in a special education classroom earns an additional \$5 per day.
- Guest Educators working on Mondays and Fridays earn an additional \$5 per day.
- Guest Educators earn incremental pay.
 - \$10 per day in addition to the daily rate after working 30 cumulative days (beginning on the 31st day)
 - \$20 per day in addition to the daily rate after working 60 cumulative days (beginning on the 61st day)
 - NOTE: Incremental pay will carry over to the 2024-2025 school year from 2023-2024 (based on status earned by the end of 2023-2024)

Compensation Manual 2024-2025



WACO INDEPENDENT SCHOOL DISTRICT