



**Regular Meeting Agenda  
Monday, June 13, 2022  
LEO Conference Center  
300 S. West Dr.  
Leander, TX 78641  
6:15 PM**

During meetings of the Board of Trustees, we want to give our public access while providing a safe and secure environment. If you're planning to attend the meeting, please review the meeting protocols designed to help manage health, safety, decorum and citizen comments. The Board meeting protocols are available at <https://bit.ly/3DHAR4v>.

**Note, the district has instituted a clear bag policy for members of the public at all Board meetings (see the link above for details).**

Doors will open to the public at 5:30 PM.

Members of the public may access this meeting via live stream at <https://youtu.be/CyCzmJIR0DE>. Please note, this link will not be active until approximately 5 minutes before the scheduled meeting time.

Citizens wishing to address the Board of Trustees may do so in-person at the meeting location noted on the agenda. In order to address the Board, individuals must sign up online at <https://bit.ly/3aFCXc0> between noon the day prior to the meeting and noon the day of the meeting. Citizens who need special accommodations or assistance with sign-up should contact the office of the Superintendent (512-570-0000) during regular business hours.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on June 7, 2022, at 4:26 PM.

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

- 1. CALL TO ORDER AND DECLARATION OF QUORUM**
- 2. OPENING CEREMONY**
  - A. Pledge of Allegiance
  - B. Moment of Silence
- 3. RECOGNITION**
  - A. Texas Association of School Boards (TASB) Grassroots Student Scholarship Winner
- 4. COMMUNICATIONS / ANNOUNCEMENTS**
  - A. Superintendent Remarks
  - B. Board Member Remarks
    1. Update: Board Committees 4
- 5. CITIZEN COMMENTS** *(See the notes at the top of the agenda for instructions on how to sign up and details regarding speaking.)*
- 6. PUBLIC HEARING**
  - A. Public Hearing: Optional Flexible School Day Program Re-application for New Hope High School 5
  - B. Public Hearing: End of Course Accelerated Instruction 23
- 7. CONSENT AGENDA**
  - A. Consider Approval: Student Health Advisory Committee (SHAC) Puberty Curriculum 35
  - B. Consider Approval: Amendment to extend the MOU with Leander Educational 36

Excellence Foundation(LEEF)	
C. Consider Approval: Interlocal Agreement between Leander ISD and the City of Austin (Austin Public Health) for a new Early Childhood Special Education/Pre-Kindergarten classroom at Grandview Hills Elementary	38
<b>8. SUPERINTENDENT'S REPORT</b>	<b>43</b>
A. COVID Update	
B. Enrollment and Attendance Update	
C. Vision/Learning	
<b>9. DISCUSSION / ACTION ITEMS</b>	
A. STUDENT EXPERIENCE	
1. Update: Student Experience Case Studies	55
B. GOVERNANCE	
1. Long Range Planning Committee Update	62
2. Consider Approval: Bond Oversight Committee Recommendation	
3. Consider Approval: Leander ISD Legislative Priorities for 88th Legislative Session	81
4. Consider Approval: Texas Association of School Boards (TASB) 2022-2024 Advocacy Resolutions	83
5. Discussion: Recommendations from Texas Association of School Boards (TASB) Comprehensive Board Policy Review, Sections A through C	90
6. Discussion: Board Operating Procedures	
C. OPERATIONS	
1. Update: School Safety and Security	177
2. Discussion: Bus Route Redesign and Bell Schedule Adjustment	178
3. Consider Approval: Food Service Management Contract	195
4. Discussion: All Matters Incident and Related to a Reimbursement Resolution Pursuant to the District's 2017 Bond Election Authorization	222
5. Discussion: All Matters Incident and Related to a Reimbursement Resolution Pursuant to the District's 2021 Bond Election Authorization	224
6. Discussion: Capital Project Bond Fund Budget Amendments	226
7. Discussion: Resolution Committing and Assigning Fund Balance	228
8. Consider Approval: Budget Amendments	232
9. Consider Approval: Early Release of Critical Positions	251
10. Update: General Internal Audit	253
11. Consider Approval: Internal Audit Charter	267
<b>10. CLOSED SESSION</b>	
A. Texas Government Code 551.071: Consultation with Attorney Regarding, Pending or Contemplated Litigation, and/or Attorney Client Privileged Matter	
B. Texas Government Code 551.074: Deliberation Regarding Resignations, Terminations, Employment, Reassignments, Duties, and Evaluation of Personnel and Public Officers	
C. Texas Government Code 551.0821: Deliberation Regarding Matters whereby Personally Identifiable Information Regarding One or More Students will be Disclosed	
D. Texas Government Code 551.074: Deliberation and Consideration of Employment of Leander Extended Opportunity (LEO) Center Principal	
E. Texas Government Code 551.074: Deliberation and Consideration of Employment of Winkley Elementary School Principal	
F. Texas Government Code 551.074: Personnel - Reorganization of the Board of Trustees	
G. Texas Government Code 551.074: Personnel - Evaluation of Chief Audit Executive	
H. Texas Government Code 551.076: Deliberation Regarding Internal Security Audit and Discussion with Chief Audit Executive	
I. Texas Government Code 551.076: Deliberations Regarding Security Devices or Security	

Audits

11. **ACTION PURSUANT TO CLOSED SESSION**

A. Consider Approval: Settlement of a Parent/Student Complaint

B. Consider Approval: Teacher and Administrator Contracts

C. Consider Approval: Employment of Leander Extended Opportunity Center (LEO) Principal

D. Consider Approval: Employment of Winkley Elementary School Principal

E. Consider Approval: Reorganization of the Board of Trustees

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12. **BOARD MEETING DEBRIEF**

13. **ADJOURNMENT**

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

**Board Member Representation on District Administrative Committees  
2021-2022**

- Board Operating Procedures Review Committee
  - Board Representatives: Trish Bode & Anna Smith
- Legislative Priorities Committee
  - Board Representatives: Trish Bode, Elexis Grimes & Anna Smith
- Policy Review Committee
  - Board Representatives: Sade Fashokun, Aaron Johnson & Gloria Gonzales-Dholakia
- Community Based Accountability System Committee:
  - Administrator Responsible: Sarah Martinez
  - Board Representatives: Aaron Johnson, Christine Mauer & Anna Smith
- Community Curriculum Advisory Committee (CCAC)
  - Administrator Responsible: Jennifer Collins
  - Board Representatives: Gloria Gonzales-Dholakia & Elexis Grimes
- Diversity, Equity and Inclusion Advisory Committee:
  - Administrator Responsible: Dewayne Street
  - Board Representatives: Sade Fashokun, Gloria Gonzales-Dholakia & Christine Mauer
- School Health Advisory Committee (SHAC)
  - Administrator Responsible: Brandon Evans
  - Board Representatives: Aaron Johnson
- School Safety and Security Committee
  - Administrator Responsible: John Graham
  - Board Representatives: Board President Trish Bode & Elexis Grimes
- Long Range Planning Committee
  - Board Representatives: Aaron Johnson, Elexis Grimes, & Anna Smith
- Strategic Planning Steering Committee (approximately a 6-month commitment)
  - Administrator Responsible: Sarah Grissom & Sarah Martinez
  - Board Representatives: Aaron Johnson & Anna Smith

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Non-LISD committees/boards on which LISD Board members represent the District:

- City of Austin Regional Affordability Committee: Anna Smith
- City of Cedar Park Key 6: LISD Board President
- City of Leander Key 6: LISD Board President
- LEEF Board Ex-Officio Director: Anna Smith

Although not a committee, the Board's liaison to the Chief Audit Executive is Sade Fashokun and Anna Smith.

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

<b>Agenda Item:</b>	Optional Flexible School Day Program Re-application for New Hope High School and Public Hearing	
<b>Purpose (this meeting):</b>	<input checked="" type="checkbox"/> Discussion Item/Report Only	<input type="checkbox"/> Action Requested
<b>Action Requested (future meeting):</b>	June 23, 2022	
<b>Administrator Responsible:</b>	Chrysta Carlin, Matt Bentz	
<b>Attachments:</b>	Optional Flexible School Day Re-Application Optional Flexible School Day Re-Application for New Hope High School and Public Hearing Presentation	

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## **Background Information:**

The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students in any grade who meet one of the following criteria according to Texas Education Code §29.0822:

The student has dropped out of school or is at-risk of dropping out.

The student attends a campus that is implementing an innovative redesign of the campus or an early college high school under a plan approved by the commissioner of education.

The student will be denied credit for one or more classes in which the student has been enrolled as a result of attendance requirements under the Texas Education Code, §25.092.

The goal of the program is to improve graduation rates for students who are in danger of dropping out of school, have dropped out, or are behind in core subject courses. Leander ISD's alternative high school, New Hope High School, serves students at-risk who could benefit from options for flexible attendance.

If approved by the Board, the attached application will be submitted to the Texas Education Agency (TEA) to implement the Optional Flexible School Day Program in the 2022-2023 school year.

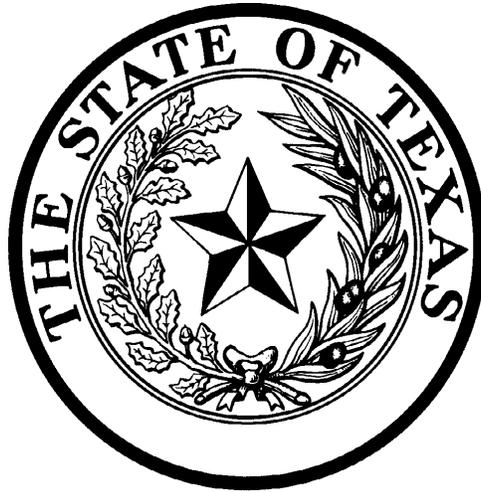
## **Administrative Recommendation:**

The Administration recommends that the Board approve the submission of re-application for the Optional Flexible School Day Program to be implemented at New Hope High School for the 2022-2023 school year.

## **Sample Motion:**

I move that the Board approve the submission of the re-application for the Optional Flexible School Day Program to be implemented at New Hope High School for the 2022-2023 school year.

# Texas Education Agency



## APPLICATION

Updated April 2022

## Optional Flexible School Day Program (OFSDP)

2022-2023 School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

## Definition of Program Provisions

### Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

### AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

### Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Provisions of Agreement

### Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

LEANDER INDEPENDENT SCHOOL DISTRICT

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(Legal Name of School District or Open-Enrollment Charter

School) located at 401 S. WEST DR., LEANDER, TX 78641

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(Physical Address)

hereinafter referred to as “district.”

### Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

### Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)



## Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
  - the student is attending a campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
  - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
  - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Trish Bode M.A., LISD Board of Trustees President, 12-570-0000  
 Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
 Signature of SchoolBoard President Date

Bruce Gearing Ed.D., LISD Superintendent, 512-570-0000  
 Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
 Signature of Person Authorized to Bind the District or Charter School Date

**Appendix Two**  
**Board Approval**

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
  
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: \_\_\_\_\_

Day: \_\_\_\_\_

Year: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

**Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

Trish Bode M.A., LISD Board of Trustees President, 512-570-0000

\_\_\_\_\_  
Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
Signature of SchoolBoard President

\_\_\_\_\_  
Date

Bruce Gearing Ed.D., LISD Superintendent, 512-570-0000

\_\_\_\_\_  
Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School

\_\_\_\_\_  
Date

## **Appendix Three** **Attendance and Compliance Procedures of Proposed Program**

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.**

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
  - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
  - d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
  - e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
  - f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

**NOTE: absences and days present do not exist in the OFSDP**

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

## Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

### District Contact(s) for the Application

District/Charter School Superintendent:	Bruce Gearing, Ed.D.
Mailing Address:	P.O. Box 218
City, State, Zip Code:	Leander, TX 78641
Telephone Number:	512-570-2210
Email Address:	

District PEIMS Coordinator:	Sonya McCuen-Burney
Email Address:	sonya.mccuenburney@leanderisd.org

OFSDP Contact Name:	Clay Currier
Email Address:	clay.currier@leanderisd.org

OFSDP Contact Name:	Kelly Middleton
Email Address:	kelly.middleton@leanderisd.org

***NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

## Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.**

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov):

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

**\*All file names should include the district/charter school’s name**



**OPTIONAL FLEXIBLE  
SCHOOL DAY PROGRAM  
RE-APPLICATION for NEW HOPE  
HIGH SCHOOL &  
PUBLIC HEARING**

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June 13, 2022

# PURPOSE

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The purpose of this presentation is to provide the Board an overview of the Optional Flexible School Day Program (OFSDP), hold a public hearing, and for the Board to consider approval for re-application.

# PROGRAM DESIGN

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Supports students who:

- Are at-risk or have dropped out
- May be denied credit because of attendance

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Flexible instructional arrangements include:

- Classes offered throughout the year
- Weekend, night, and extended day classes
- Credit recovery classes

# ANNUAL APPLICATION REQUIREMENTS

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Implementation plan description



Staff plans

21



Schedules



Student attendance accounting security procedures  
and documentation



Listing of participating campuses

# QUESTIONS & PUBLIC HEARING

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# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Public Hearing: End of Course Accelerated Instruction  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Kimberly Waltmon  
**Attachments:** Accelerated Instruction Report Presentation

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## **Background Information:**

Accelerated Instruction Requirements: The House Bill 5 (HB 5) legislation in the 83rd Legislative Session, added Texas Education Code (TEC) §28.0217. This code requires each school district to provide accelerated instruction in the applicable subject area each time a student fails to perform satisfactorily on an end-of-course (EOC) assessment instrument. Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations. House Bill 5 also amended TEC §29.081 to require school districts to offer, without cost to a student, additional accelerated instruction in any subject if the student failed to perform satisfactorily on an EOC assessment instrument that measures the knowledge and skills in that course and is required for graduation. TEC §29.081 as amended by HB 5 requires each school district to evaluate the effectiveness of accelerated instruction programs for high school students and hold an annual public hearing to consider the results of the evaluation. We will be sharing data from our accelerated instruction from the 2020-2021 and 2021-2022 school years.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

N/A



# End of Course Accelerated Instruction: Public Hearing

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June 13, 2022

# PURPOSE

The purpose of this presentation is to provide information and hold a public hearing regarding the effectiveness of LISD's Accelerated Instruction Program in accordance with TEC §29.081.

# STATE REQUIREMENTS

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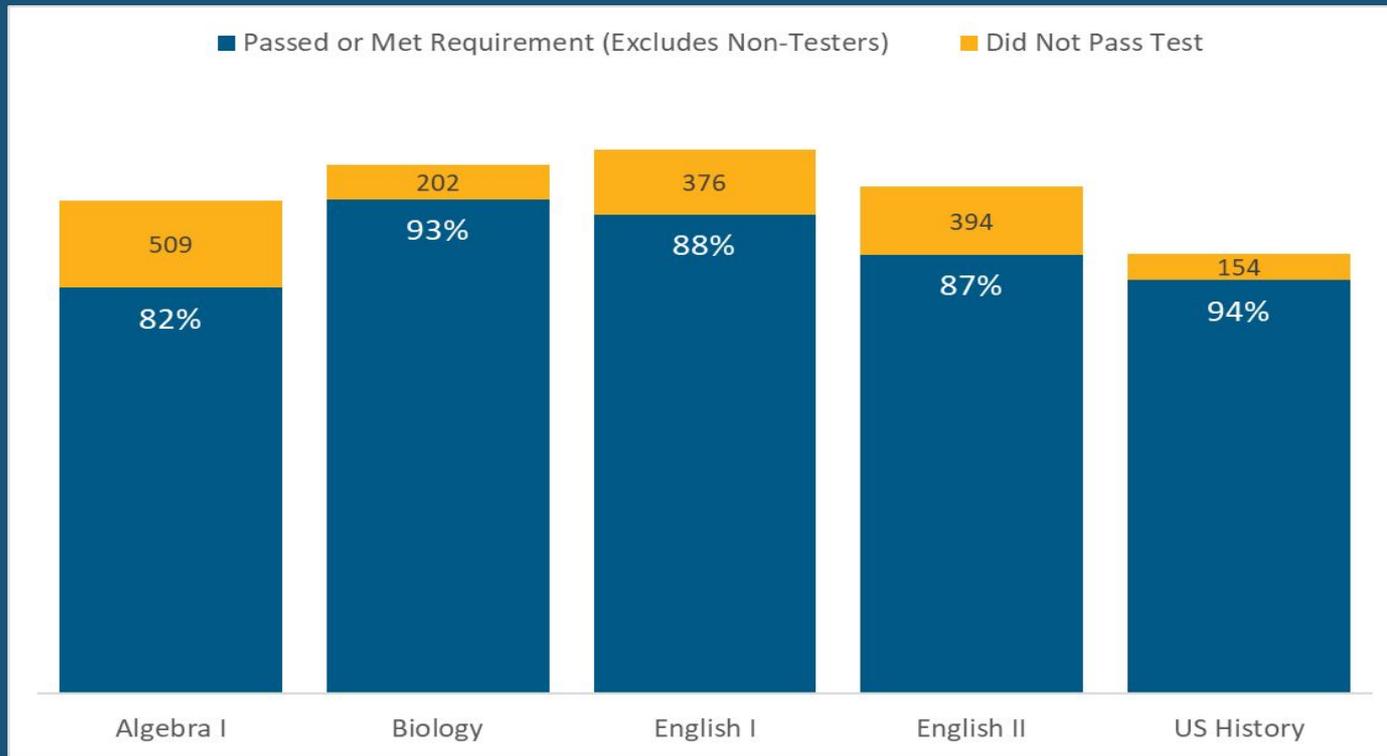
HB 5 requires students to fulfill the requirements of five content areas via STAAR EOC or a substitute assessment:

- English I
- English II
- Algebra I
- Biology
- US History

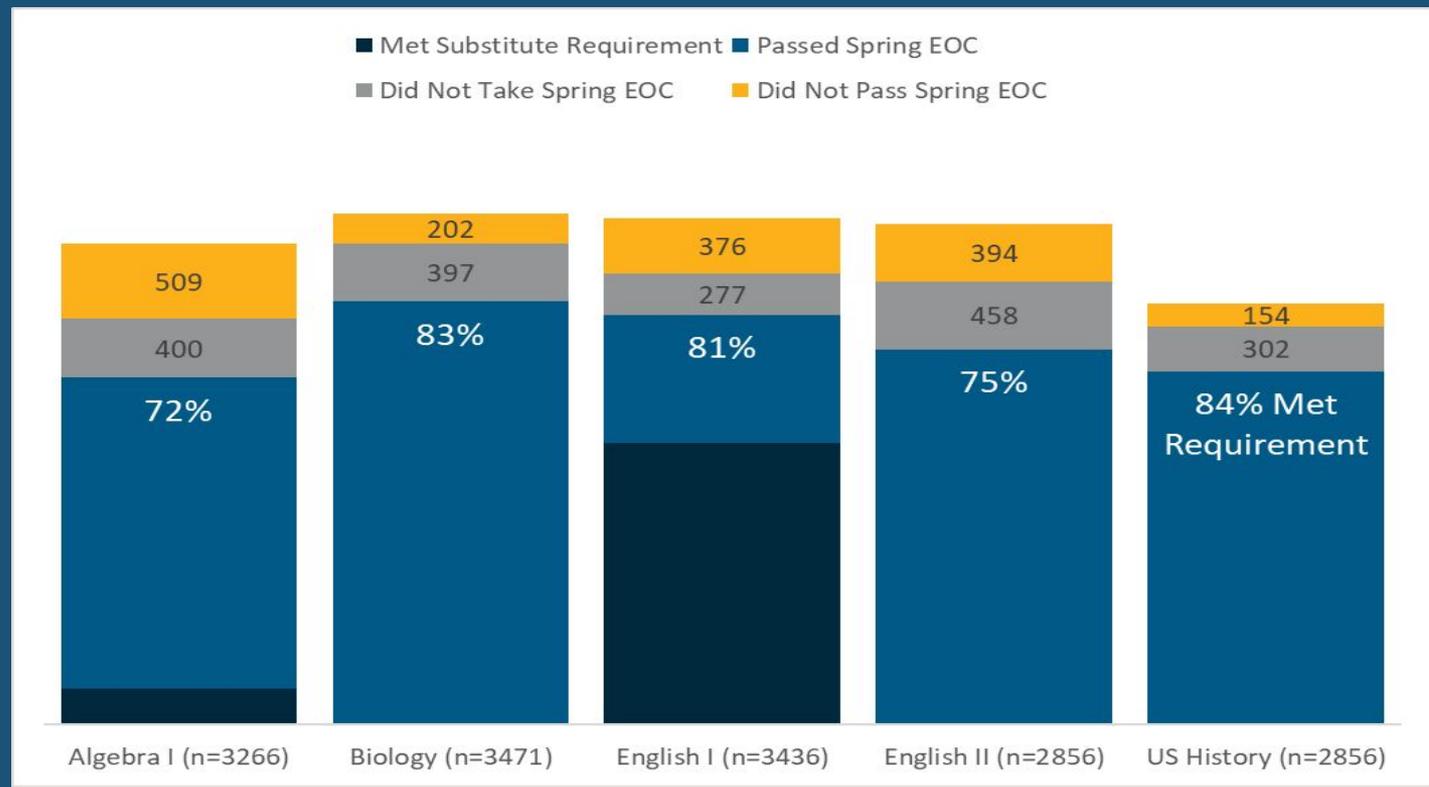
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TEC §28.0217 Any student who does not perform satisfactorily on an EOC must receive intervention. The District must evaluate the effectiveness of these interventions in a public hearing. (TEC §29.081)

# 2021 EOC FIRST ATTEMPT SNAPSHOT



# 2021 EOC FIRST ATTEMPT SNAPSHOT



# TYPES OF ACCELERATED INSTRUCTION

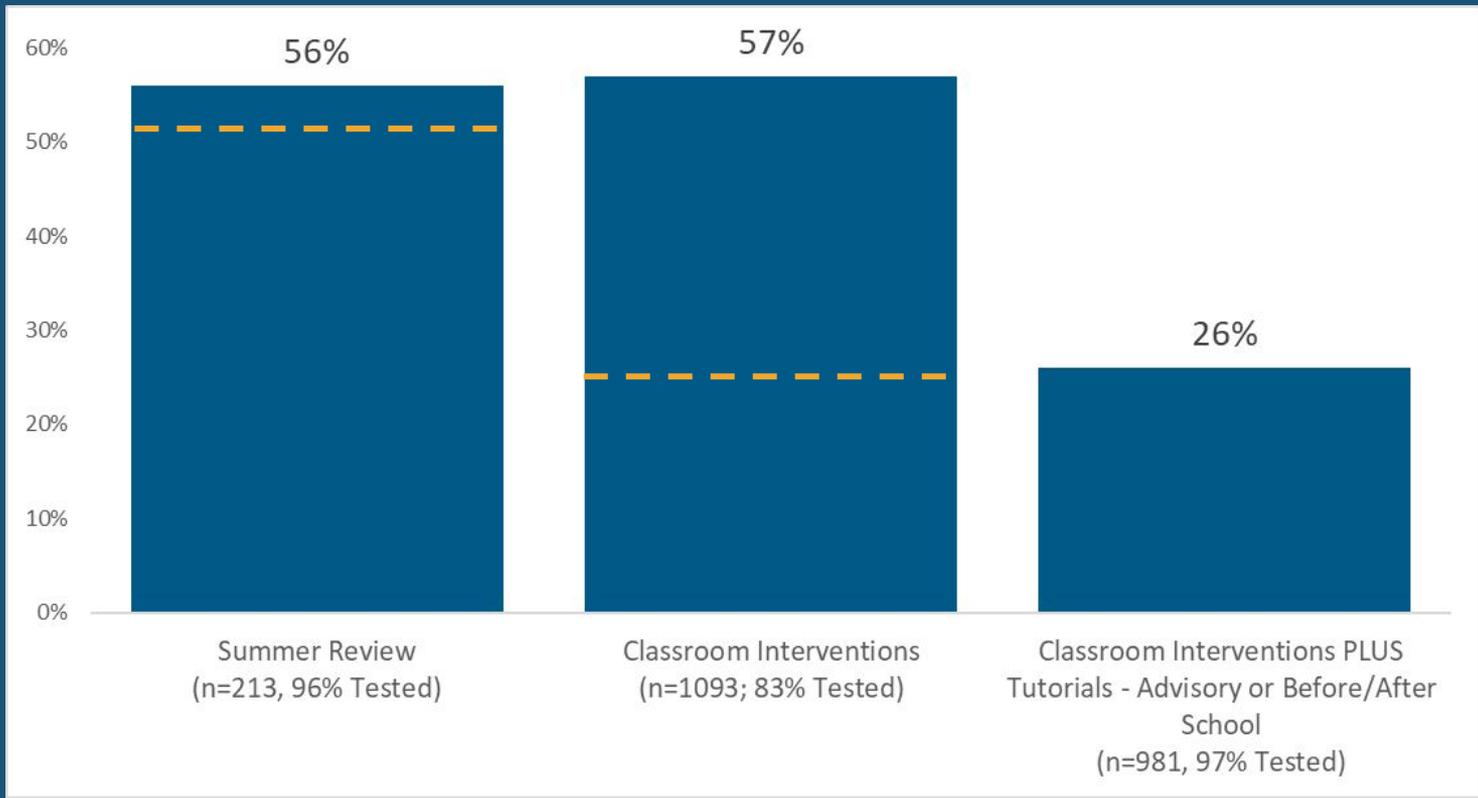
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- Summer Review (virtual, synchronous lessons)
- Classroom Interventions (structured small group instructional support)\*
- Tutorials (small group instruction outside of traditional school day in addition to classroom interventions)\*

29

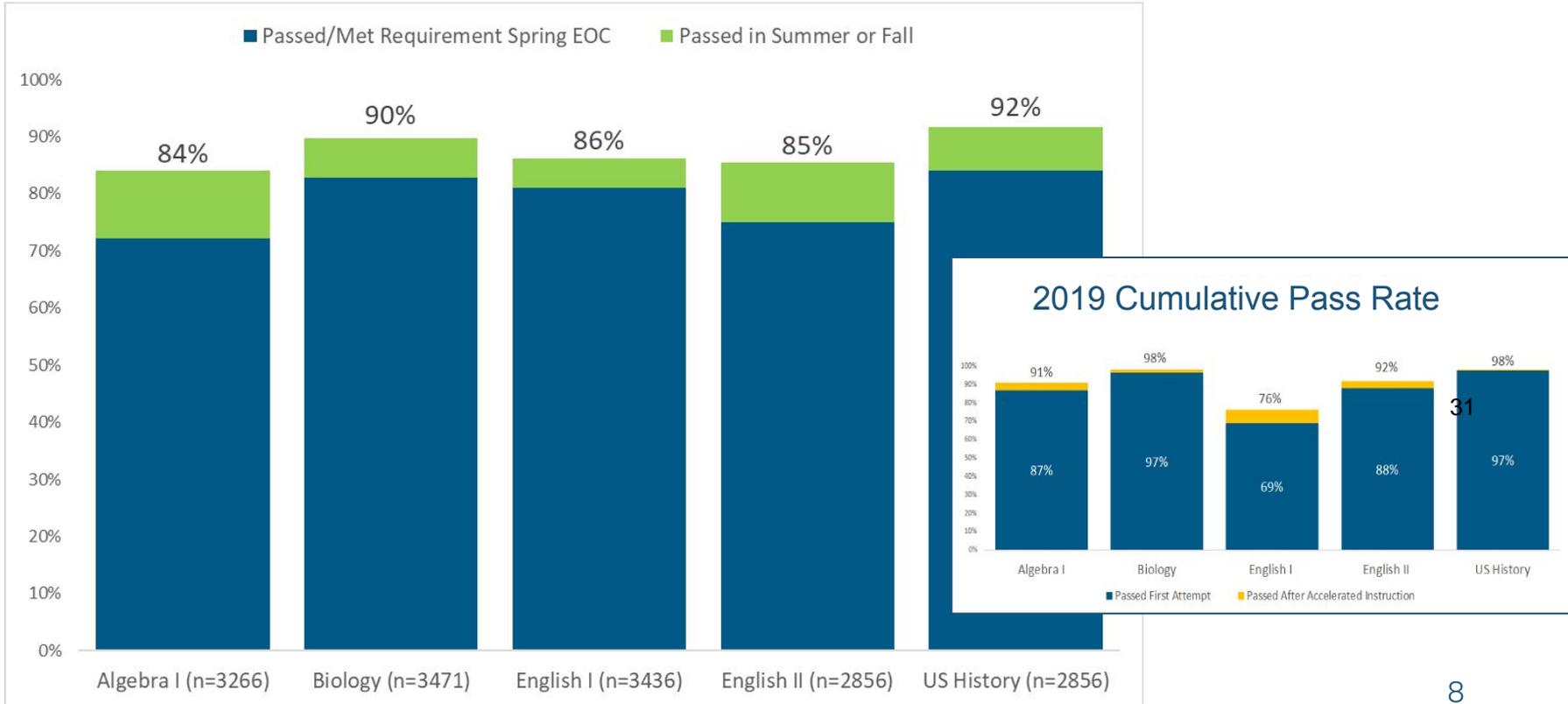
*\*Student Success Facilitator (SSF) positions at secondary level have impacted these interventions*

# PASS RATE AFTER ACCELERATED INSTRUCTION



30

# CUMULATIVE PASS RATE



# SB 149 SUMMARY

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An Individual Graduation Committee (IGC) must evaluate a student candidate's completed project(s). In addition, the IGC must confirm the candidate meets the following:

- Met passing standard on minimum of 3 EOCs
- Attempted all offered EOC administrations
- Attended EOC interventions offered through LISD
- Meets LISD credit requirements

32

**2022 IGC Graduates = 42**

**2020: 60; 2021: 52**

The background features a dark blue field on the left and a large, abstract graphic on the right. This graphic is composed of several overlapping, angular shapes in shades of yellow and orange, creating a sense of depth and movement. The shapes resemble stylized rays or facets of a larger object.

# PUBLIC HEARING

# DISCUSSION

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

<b>Agenda Item:</b>	Consider Approval of Student Health Advisory Committee (SHAC) Puberty Curriculum
<b>Purpose (this meeting):</b>	<input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested
<b>Administrator Responsible:</b>	Brandon Evans, Jennifer Collins, Kimberly Waltmon, K.B. DeBord, Steve Clark, Committee Members
<b>Attachments:</b>	Student Health Advisory Committee (SHAC) Annual Report and Discussion of Puberty Curriculum Presentation

---

## **Background Information:**

Per Board Policy BDF (legal), the Board shall establish a local School Health Advisory Committee (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. At the May 19 Board Meeting, SHAC provided a presentation on the work the committee conducted this past year. The committee also provided an update to the Trustees on the Review of the SHAC Bylaws and our Subcommittee work. Subcommittees include Protection of Marginalized Populations, Physical Activity and Nutrition, Social and Emotional Wellbeing and 4th-6th Grade Puberty Curriculum. SHAC recommends the following for its puberty curriculum:

- 4th Grade - Continue the use of
  - *Marsh Media: Just Around the Corner - for Boys*
  - *Marsh Media: Just Around the Corner - for Girls*
- 5th Grade - Continue the use of
  - *Marsh Media: Growing Up! For Boys*
  - *Marsh Media: Growing Up! For Girls*
- 6th Grade - NEW RESOURCE - *Choosing the Best WAY*

## **Administrative Recommendation:**

Administration recommends the Board of Trustees approve the continued use of 4th Grade Marsh Media: *Just Around the Corner*, as well as 5th Grade Marsh Media: *Growing Up!* and approve the use of the new resource: *Choosing the Best Way* for 6th grade puberty curriculum.

## **Sample Motion:**

I move that the Board of Trustees approve the continued use of 4th Grade Marsh Media: *Just Around the Corner*, as well as 5th Grade Marsh Media: *Growing Up!* and approve the use of the new resource: *Choosing the Best Way* for 6th grade puberty curriculum.

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Approval of an Amendment to extend the MOU with Leander Educational Excellence Foundation (LEEF)

**Purpose (this meeting):**  Discussion Item/Report Only       Action Requested

**Administrator Responsible:** Shawn Swisher

**Attachments:** Amendment to extend the MOU with Leander Educational Excellence Foundation (LEEF)

---

## **Background Information:**

The District is continuing negotiating with LEEF in order to completely update the comprehensive MOU between the parties. Subsequent to the Board's April 21, 2022 approval of an extension to the current agreements with LEEF, the current term expires this June 30, 2022. Since then, the executive director of LEEF has stepped down, and the organization is working to fill that position. The District is proposing an additional extension of the current MOU until August 31, 2022, to provide time to complete those discussions between the parties and allow for the drafting of a new agreement, without disrupting the relationship between LEEF and the district, and to allow the new executive director to be an active participant in those discussions.

## **Administrative Recommendation:**

Administration recommends the Board approve the amendment to the LEEF MOU that extends the agreement until August 31, 2022.

## **Sample Motion:**

I move the Board approve the amendment to the LEEF MOU that extends the agreement until August 31, 2022.

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN LEANDER EDUCATIONAL EXCELLENCE FOUNDATION AND THE LEANDER INDEPENDENT SCHOOL DISTRICT**

This Amendment (“Amendment”) is entered into on the \_\_\_\_\_ day of June 2022 (“Amendment Effective Date”) by and between the Leander Educational Excellence Foundation (the “Foundation”) and Leander Independent School District (the “District”). This Amendment renews the terms of the Memorandum of Understanding (“MOU”) effective June 30, 2022 through August 31, 2022.

**RECITALS**

**Whereas**, the parties have agreed and fully negotiated in good faith to extend the Term of the MOU in order to allow time to negotiate a new MOU between the parties commencing in the July 1, 2022 fiscal year; and

**Whereas**, the parties require additional time for said negotiations;

**Now, therefore**, except as set forth herein, the terms and conditions of the MOU shall remain in full force and effect. This Amendment and the terms and conditions contained in the MOU shall be effective upon the Amendment Effective Date.

**In Witness Whereof**, the parties have caused this Amendment to be executed as of the Amendment Effective Date, and do each hereby warrant and represent that its respective signatory has been and is on the date of this Amendment authorized by all necessary and appropriate corporate action to execute this Amendment.

**For the District**

**For the Foundation**

By \_\_\_\_\_  
Tish Bode, Board President

By \_\_\_\_\_  
Crystal Smith, Foundation President

Date \_\_\_\_\_

Date \_\_\_\_\_

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Approval of Interlocal Agreement between Leander ISD and the City of Austin (Austin Public Health)

**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested

**Administrator Responsible:** Kendra Winans

**Attachments:** Interlocal Agreement between Leander Independent School District and the City of Austin (Austin Public Health) PDF

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## **Background Information:**

On September 28, 2017, the Austin City Council approved a resolution, which directed the compilation of information related to community data, equity gaps, and potential policies and resources that could provide opportunities to expand existing affordable, high-quality childcare services and access to Pre-Kindergarten (Pre-K). The resolution included providing funding options for the startup costs to expand Pre-K for programs located in Travis County. The purpose of this Agreement is to establish the terms and conditions under which the City and District will collaborate for the provision of startup costs for one new Early Childhood Special Education/Pre-Kindergarten classroom to expand affordable early care and education options for Austin/Travis County residents and satisfies a municipal and public purpose in accordance with Chapter 791 of the Texas Government Code.

On June 9, 2022, the Austin City Council will authorize the negotiation and execution of an interlocal agreement with Leander Independent School District for Grandview Hills Elementary to receive an amount not to exceed \$16,000. The PDF version of the agreement is attached as a reference for approval.

## **Administrative Recommendation:**

Administration recommends the Board of Trustees approve the Interlocal Agreement between Leander Independent School District and the City of Austin (Austin Public Health) as presented.

## **Sample Motion:**

I move that the Board of Trustees approve the Interlocal Agreement with the City of Austin (Austin Public Health) as presented.

**Interlocal Agreement between  
Leander Independent School District and  
the City of Austin (Austin Public Health)**

This Interlocal Agreement (“Agreement”) is agreed and entered into by and between the Austin Public Health Department of the City of Austin (“City”) and the Leander Independent School District (“District”), and collectively referred to as the “Parties” or individually referred to as “Party,” and is effective the date of final signature (“Effective Date”).

WHEREAS, on September 28, 2017, the Austin City Council approved Resolution No. 20170928-057 (“Resolution”), which directed the compilation of information related to community data, equity gaps, and potential policies and resources that could provide opportunities to expand existing affordable, high-quality child care services and access to Pre-Kindergarten (Pre-K);

WHEREAS, one of the twelve deliverables in the Resolution was to consider the availability of Pre-K programs and provide funding options for the startup costs to expand Pre-K programs in the District and surrounding school districts that enroll Austin children.

WHEREAS, on June 9, 2022, the Austin City Council authorized the negotiation and execution of an interlocal agreement with Leander Independent School District for the provision of startup costs for one new Early Childhood Special Education classroom to expand affordable, high-quality early care and education options for Austin/Travis County residents, with a three-month term, in an amount not to exceed \$16,000.

NOW, THEREFORE, City and District agree as follows:

1. Purpose: The purpose of this Agreement is to establish the terms and conditions under which the City and District will collaborate for the provision of startup costs for one new Early Childhood Special Education/Pre-Kindergarten classroom to expand affordable early care and education options for Austin/Travis County residents, and satisfies a municipal and public purpose in accordance with Chapter 791 of the Texas Government Code.
2. Term of Agreement: This Agreement shall commence on the date of final signature and end on September 30, 2022.
3. Amendment: Unless expressly provided otherwise in this Agreement, any change to the terms of this Agreement shall be in writing and signed by the Parties.



8. Compliance with Laws: City agrees to abide by all district policies, directives, and guidelines, local ordinances, and state and federal laws in the provision of its services, activities, or programs to the District, including but not limited to the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §1630.1, *et seq.*, Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; and Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.*

9. Indemnification: The District and City agree to be solely responsible for their own acts and/or omissions for any claim, cost, liability, loss, damage or expense of any kind, including the legal defense thereof (collectively, the “Damages”) that either party may incur arising out of or related to this Agreement, including, but not limited to, the acts and/or omissions of their respective officers, employees, contractors or agents in the performance of their duties and obligations hereunder. Nothing contained herein shall be construed to require either party to indemnify or otherwise assume liability for any Damages or the acts and/or omissions of the other party, its affiliated entities, shareholders, officers, employees, contractors or agents.

10. Non-Appropriation: The execution or continuation of this Agreement is dependent upon the availability of funding. The payment obligation of either party is payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The parties will each provide the other party written notice of their failure to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit a party to pay its obligations under the Agreement. In the event of non-appropriation or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the party unable to meet its payment obligation.

11. Right to Audit: District agrees that the representatives of the Office of the City Auditor, or other authorized representatives of City, shall have access to, and the right to audit, examine, and copy any and all records of the District related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, City shall have the right to immediately suspend the Agreement, upon written notice to District, if District fails to cooperate with this audit provision. District shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that City has brought to the attention of District are resolved, whichever is longer. District agrees to refund to City any overpayments disclosed by any such audit.

12. Monitoring and Evaluation: District agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the District to the provisions of this Agreement. District shall fully cooperate in any monitoring or review by the City and

further agrees to designate a staff member to coordinate monitoring and evaluation activities as necessary.

13. Jurisdiction and Venue: This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of law principles, which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement shall exclusively be in Travis County.

**SIGNED this \_\_\_\_ day of \_\_\_\_, 2022.**

**SIGNED this \_\_\_\_ day of \_\_\_\_, 2022.**

**LEANDER INDEPENDENT**

**CITY OF AUSTIN**

**SCHOOL DISTRICT**

**AUSTIN PUBLIC HEALTH DEPT.**

\_\_\_\_\_  
**Bruce Gearing, Ed.D.**  
**Superintendent of Schools**

\_\_\_\_\_  
**Stephanie Hayden-Howard**  
**Assistant City Manager**



# Superintendent's Report

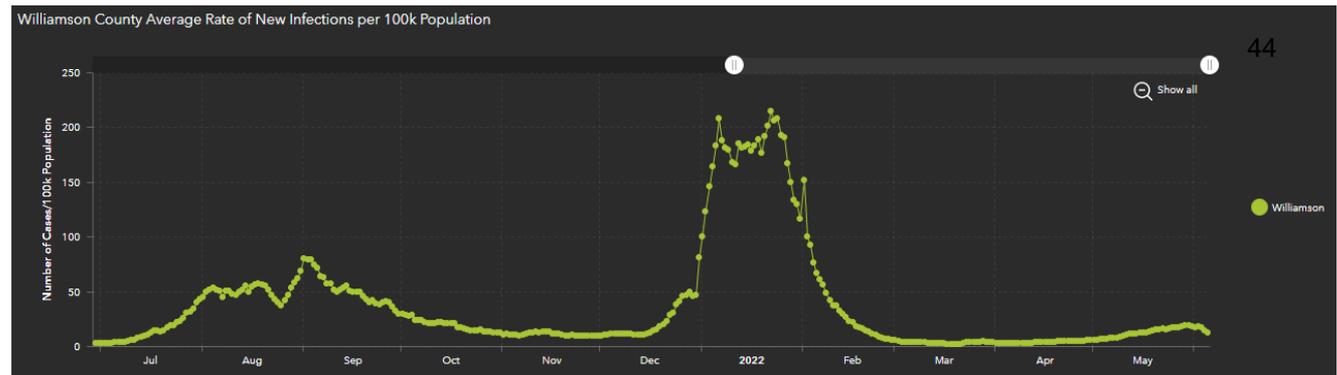
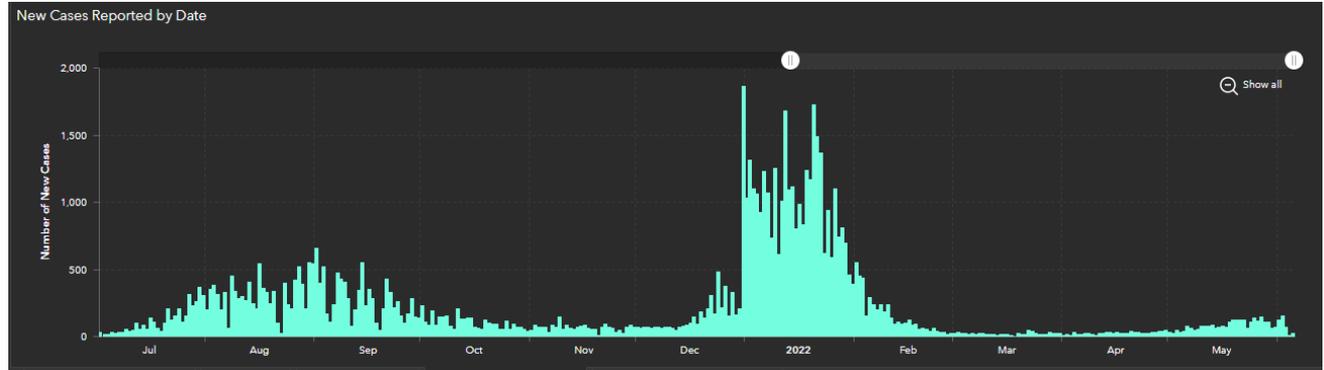
June 13, 2022

|

Board of Trustees Meeting

# COVID Update

Williamson County and  
Cities Health District



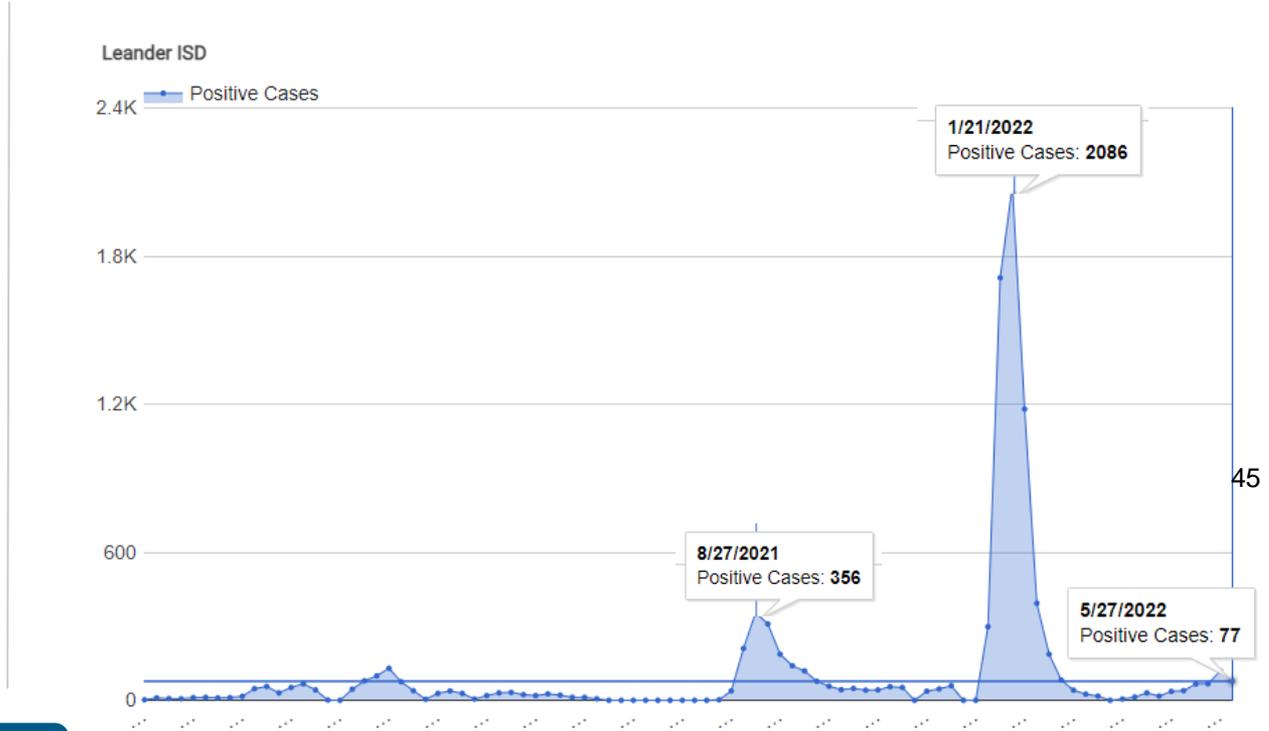
# COVID Update

YELLOW RESPONSE STAGE

## Weekly Positive Cases



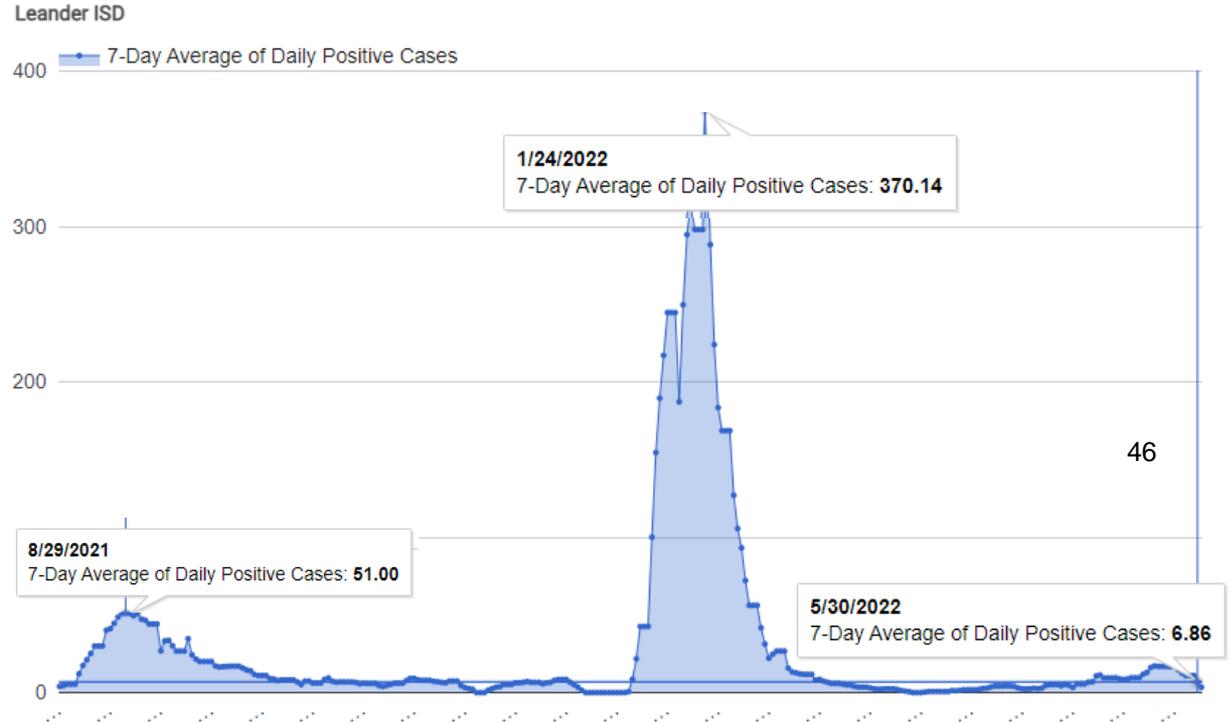
[www.leanderisd.org/covid19](http://www.leanderisd.org/covid19)



# COVID Update

**YELLOW RESPONSE STAGE**

## 7 Day Average Positive Cases



# 2021-22 Enrollment

	2021-22			
Pre-K	1,113 (-5)			
Kindergarten	2,748 (-5)			
Remote Students	210 (+0)	2020-21	Budget*	PASA
District	42,103 (-44)	42,103 / 40,736 (103%)	41,30 / 41,749 (100%)	42,103 / 43,951 <sup>47</sup> (96%)

Green/Red numbers indicate the growth/decline of the data point since the last Superintendent’s Report on May 19, 2022. The percentages show how current enrollment compares to the corresponding data point.

Updated: May 27, 2022

\*The budgeted number includes all remote learning students as if they qualify for full funding.

# 2021-22 Attendance

## Districtwide Attendance

Displaying a districtwide attendance percentage in this report.

2022-05-18	2022-05-19	2022-05-20	2022-05-23	2022-05-24	2022-05-25	2022-05-26
Wed	Thurs	Fri	Mon	Tues	Wed	Thurs
93.64%	93.27%	91.76%	90.82%	90.31%	87.64%	83.94% <sup>48</sup>

# 2021-22 Attendance

1st 6 weeks	93.38%
2nd 6 weeks	94.46%
3rd 6 weeks	93.23%
4th 6 weeks	89.15%
<b>Avg ADA</b>	<b>92.56%</b> <b>96.03% Adjusted</b>
5th 6 weeks	93.96%
<b>Budgeted ADA</b>	<b>96%</b>

## Districtwide Attendance

Displaying a districtwide attendance percentage in this report.

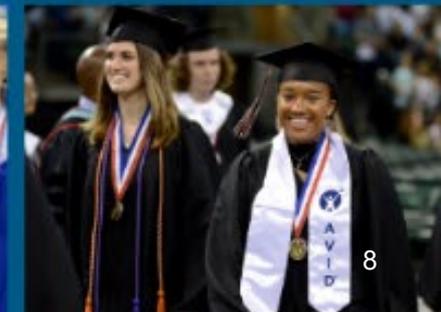
## Hold Harmless Provision

Allows an adjustment for the average of 1st-4th 6 weeks.



# #1LISD *Class of 2022*

50





# #1LISD *Class of 2022*

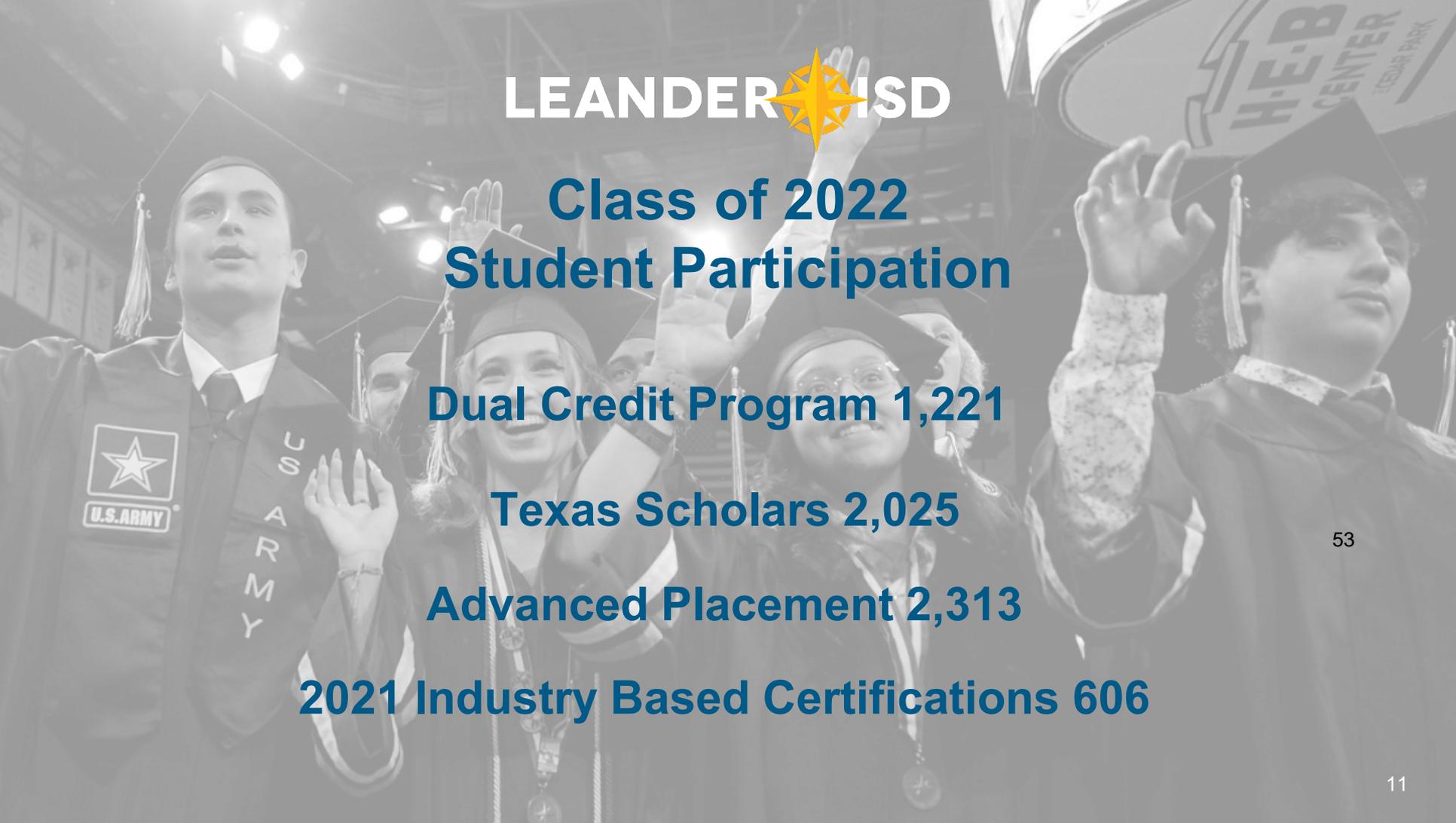




## Graduates

Cedar Park HS	509
Glenn HS	435
Leander HS	494
New Hope HS	100
Rouse HS	435
Vandegrift HS	671
Vista Ridge HS	646
SELF 18+	48
<b>TOTAL</b>	<b>3,338</b>

52



**LEANDER ISD**

**Class of 2022  
Student Participation**

**Dual Credit Program 1,221**

**Texas Scholars 2,025**

**Advanced Placement 2,313**

**2021 Industry Based Certifications 606**



# Discussion

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Student Experience Case Studies  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Dr. Bruce Gearing

---

## **Background Information:**

Our vision that the Leander ISD community cultivates each student individually to produce the most sought-after creators of our future world.

Our mission is to cultivate each individual student by:

- Knowing and appreciating them
- Creating a safe and supportive environment to nurture their personal growth
- Partnering with each family

Dr. Gearing will be sharing some examples of how the district meets the needs of individual learners.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

N/A

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# STUDENT EXPERIENCE CASE STUDIES

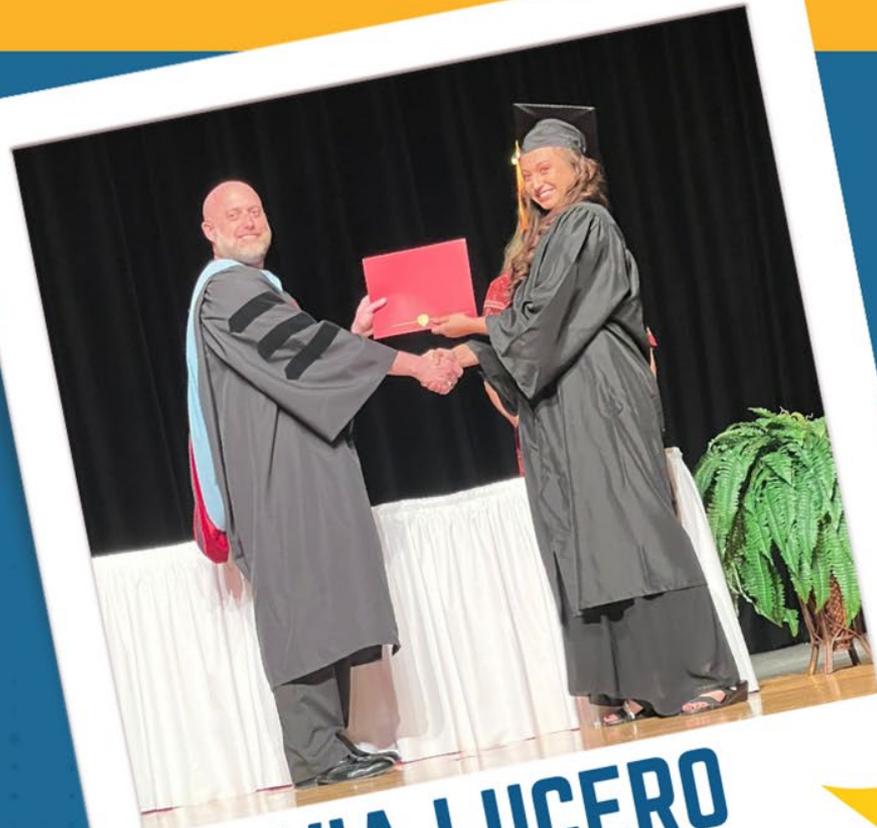
June 13, 2022



**TIM GODFREY**  
SELF 18+ Graduate

**CLASS OF 2022**





**OLIVIA LUCERO**  
New Hope High School

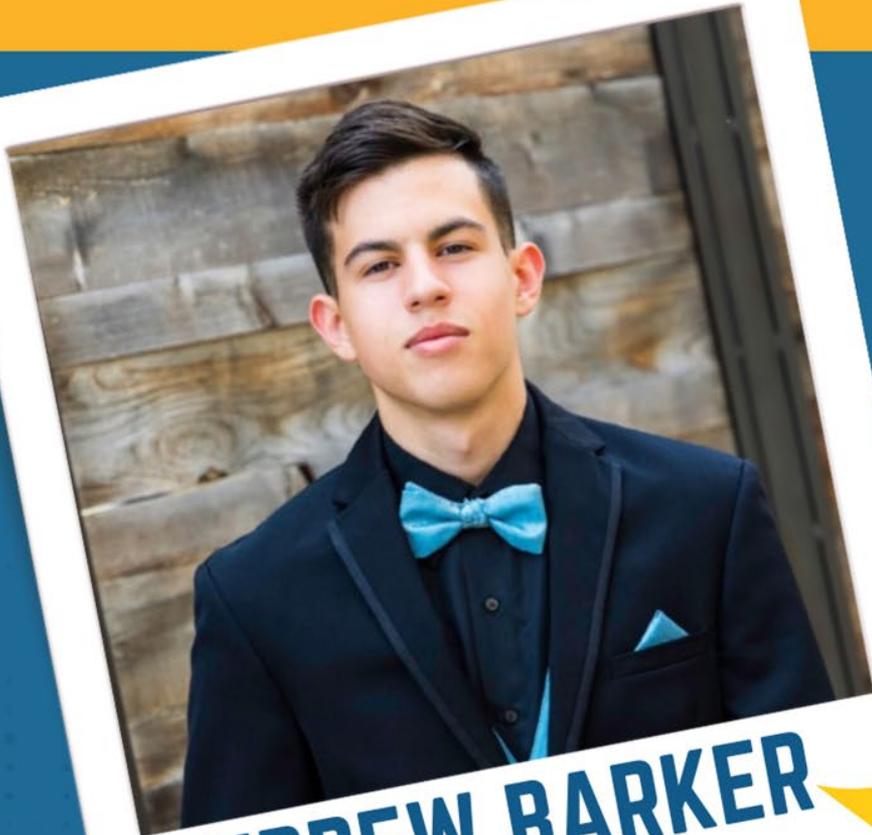
**CLASS OF 2022**



**ALICE KANG**  
Glenn High School

**CLASS OF 2022**





**ANDREW BARKER**  
Rouse High School

**CLASS OF 2022**





**JENNA THOMAS**  
Cedar Park High School

**CLASS OF 2022**



# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Long Range Planning Committee Update  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Laurelyn Arterbury, Jimmy Disler, Matt Bentz, Chrysta Carlin and Shannon Lombardo  
**Attachments:** Long Range Planning Committee Update Presentation

---

## **Background Information:**

The purpose of this presentation is to provide an update from the Long Range Planning Committee which includes recommendations and a 10 year plan. Administration will also present information about the Schools of Choice Core Team and their timeline to research possible schools of choice for Leander ISD, gather feedback from the community, and provide recommendations to the Board in July 2022.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

N/A



# Long Range Planning Committee Update

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June 13, 2022

# Purpose

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The purpose of this presentation is to provide an update from the Long Range Planning Committee which includes recommendations and a 10 year plan.

We will also present information about schools of choice, including research timelines and opportunities for feedback from our community.

# Committee Purpose

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Develop a ten year facilities plan, focused on student learning and anchored in our core beliefs, that takes into consideration the following criteria:

- student access to learning experiences that interest them
- facility optimization
- fiscal responsibility
- changes in population over time

# Committee Members

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- Leander ISD Board Members
  - Elexis Grimes
  - Aaron Johnson
  - Anna Smith
  
- Leander ISD District Administrators
  - Laurelyn Arterbury
  - Matt Bentz
  - Chrysta Carlin
  - Jimmy Disler
  - Shannon Lombardo

# Meeting Dates

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- January 25
- February 8
- March 1
- March 29
- April 18
- May 10
- May 31

# Committee Update

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## Committee Meeting Discussions:

- Defining committee's purpose
- Operational guidelines for committee work

## Data Reviewed by Committee Members:

- Current enrollment data
- Projected enrollment data (w/current adopted attendance zones)
- Functional capacity of campuses
- Number of transfers in/out of campuses
- Special Programs on each campus
- Number of portables on each campus
- Land owned by LISD

# Plan Parameters

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The recommended plan utilizes a variety of approaches to:

- Prioritize fiscal responsibility
  - Maximize usage of district facilities
    - Strategic rezoning
    - Modified utilization
  - Defer timing of future construction
- Strengthen the student experience
  - Establish long term stability
  - Access to choice options
  - Honor neighborhood school concept

# Zoning

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- Zoning will occur with any new school opening
- Zoning will also be utilized:
  - to provide relief to current enrollment numbers
  - for the modified utilization of a current school
  - to defer timing of future construction

# District Map



*\*10 year planning based on enrollment projections from the 2021 Leander ISD Demographic Report*

# Central / North



72

*\*10 year planning based on enrollment projections from the 2021 Leander ISD Demographic Report*

# South

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*\*10 year planning based on enrollment projections from the 2021 Leander ISD Demographic Report*

# Draft: 10 Year Plan part 1

Action: School Year	22-23	23-24	24-25	25-26	26-27
<b>New School Opens</b>			ES A	ES C	ES B
<b>Zoning ES, MS, HS:</b> listed in the year it will be effective, zoning process starts earlier <small>(for new school opening, relief of current enrollment numbers or for renovation/modified utilization/SOC)</small>		Zoning for Central/North HS relief Zoning for Central/North MS relief	Zoning for new ES A in Central/North Zoning for Central/North ES relief Zoning for Central ES renovation/modified utilization/SOC	Zoning for new ES C in Central/North	Zoning for new ES B in Central/North Zoning for South ES renovation/modified utilization/SOC
<b>Renovation/Modified Utilization/SOC of Current Facility</b>			1 Central ES available for renovation/modified utilization/SOC		1 South ES available for renovation/modified utilization/SOC
<b>School of Choice</b>					School of Choice 74 complex (NHHS/SOC) ECHS building at ACC

*\*10 year planning based on enrollment projections from the 2021 Leander ISD Demographic Report*

# Draft: 10 Year Plan part 2

Action: School Year	27-28	28-29	29-30	30-31	31-32
<b>New School Opens</b>		HS 7	MS 10		ES A2
<b>Zoning ES, MS, HS:</b> listed in the year it will be effective, zoning process starts earlier <small>(for new school opening, relief of current enrollment numbers or for renovation/modified utilization/SOC)</small>		Zoning for new HS 7 in Central/North	Zoning for new MS 10 in Central/North	Zoning for South MS renovation/modified utilization/SOC	Zoning for new ES A2 in Central/North
<b>Renovation/Modified Utilization/SOC of Current Facility</b>				1 South MS available for renovation/modified utilization/SOC	
<b>School of Choice</b>					75

*\*10 year planning based on enrollment projections from the 2021 Leander ISD Demographic Report*

# Benefits of 10 Year Plan

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- Postpone indefinitely
  - High School 8
  - Elementary School 34
- Defers construction of multiple schools
- Identifies areas to host schools of choice

76

*\*10 year planning based on enrollment projections from the 2021 Leander ISD Demographic Report*

# Schools of Choice

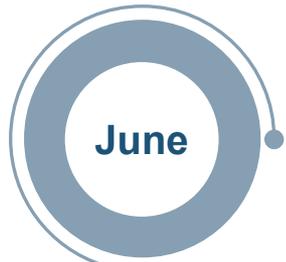
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The purpose of the Schools of Choice Core Team is to research possible schools of choice for Leander ISD, gather feedback from the community, and provide recommendations.

# Schools of Choice

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June

Research  
Programs/  
Board Input



July

Principal  
Feedback



Aug.

Community  
Feedback



Sept.

Recommendations

# Next Steps

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Administration will bring the following information for discussion:

June 23

- CFAC process, timeline, and updated charter

July 21

- Schools of Choice feedback process and timeline
- Draft of process and timeline for rezoning



# Discussion

80

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Approval of Leander ISD Legislative Priorities for 88<sup>th</sup> Legislative Session

**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested

**Administrator Responsible:** Dr. Bruce Gearing

**Attachments:** Legislative Priorities Drafts

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## **Background Information:**

The Board Legislative Committee has been working to develop Legislative Priorities for the district for the 88<sup>th</sup> Legislative session. These drafts were presented at the last meeting for discussion and since been posted for public view and comments. The Legislative Committee is now asking for approval.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

I move the Board to approve the Leander ISD Legislative priorities as presented.

## **LISD Targeted Priorities**

- Increased funding for hiring staff and providing the professional development necessary to meet student needs.
- Continue to monitor student data privacy, as passed in House Bill 3 in the 87th Legislative Session and ensure any data mining by vendors is specifically prohibited.
- Supports protecting students and parents by ensuring special education advocates and hearing officers adhere to ethical standards and possess qualifications in Texas law and special education prescribed by an applicable state agency.

## **Collaborative Opportunities**

- **Workforce Retention & Recruiting**
  - Apprenticeship programs;
  - Loan Forgiveness;
  - Increased Compensation (State Funded);
  - Alteration of legislation and programs which cause undue burdens on a teacher's capacity for time with students (HB 4545 and Reading Academies).
- HB 4545 - Amend the legislation to allow for more flexibility in implementation, including: altering 3:1 teacher to student ratios and allowing for more discretion on the number of tutoring hours necessary for the individual student.
- Reading Academies - Increase funding and provide stipends for teachers to attend (similar to initial academies under the Bush Administration) and allow Districts to undergo specific training to offer academies via District personnel.
- Support allowing flexible options via a more holistic and comprehensive accountability system for students to ensure their education fits their current and future needs.
- Support a Special Education Allotment which fully funds each child based upon their needs and individual circumstances.
- Oppose differing standards for bond and tax ratification elections than other elections.
- Transition school funding from an attendance based system to an enrollment-based system.
- Ensure decision making encourages participation by and prioritizes the needs of parents, teachers, staff, and Trustees identified by the Education Code in local governance matters.
- Support full and adequate funding for full-day prekindergarten.
- Support additional funding for measures which provide relief for fast growth school districts, including:
  - Instructional Facilities Allotment;
  - New Instructional Facilities Allotment; and
  - Existing Debt Allotment.

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Approval of Texas Association of School Boards (TASB) 2022-2024 Advocacy Resolutions

**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested

**Administrator Responsible:** Dr. Bruce Gearing

**Attachments:** TASB Advocacy Resolutions

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## **Background Information:**

The TASB Advocates have been working to develop resolutions for the district. These drafts were presented at the last meeting for discussion. The TASB Advocates are now asking for approval.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

I move the Board to approve the TASB 2022-2024 Advocacy Resolution as presented.

# Advocacy Resolution

**Please note:**

- TASB member boards may propose a new resolution or a resolution adopted by a previous Delegate Assembly. **Resolutions must be submitted on this form.** Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a **short, simple sentence** stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express **in paragraph form** your board’s rationale for the proposed resolution in the “statement of reasons” section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

**Proposed resolution:** TASB advocates for the legislature to require more time allotted for the completion of reading academies and the ability for the LEA to provide the corresponding training within district.

**Statement of reasons:** Funding for reading academies was combined with Early Education allotments and the items and requirements in this one allotment are not sufficient.

I hereby certify that the above proposed resolution was approved by our board on June 13, 2022.  
(Date of meeting)

**Board president’s signature** \_\_\_\_\_

**Name of school district** Leander Independent School District

**County-district number** 246-913

Please e-mail your board’s proposed resolution(s) by June 15, 2022, to Athena Frangeskou with TASB Governmental Relations at [athena.frangeskou@tasb.org](mailto:athena.frangeskou@tasb.org).

# Advocacy Resolution

**Please note:**

- TASB member boards may propose a new resolution or a resolution adopted by a previous Delegate Assembly. **Resolutions must be submitted on this form.** Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a **short, simple sentence** stating the position your board wishes TASB to take regarding a matter of interest to your school board.
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**Proposed resolution:** TASB advocates for LEA flexibility on restrictions of HB 4545 to allow for districts to ease the restrictions on small group ratios and provide supplemental funding to enhance the required supplemental accelerated instruction.

**Statement of reasons:** Many districts already have some sort of established program to address supplemental accelerated instruction and requiring specific ratios does not acknowledge high-quality programs the district may have already established. The fiscal note on the passed bill said there were no fiscal implications to units of local government, there were implications so the legislature should address and ensure adequate funding aligns to the requirements of the bill. Additionally, not every child needs the same amount of accelerated instruction; educators should be provided flexibility to targeting the student’s individual needs rather than a blanket approach.

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*(Date of meeting)*

**Board president’s signature** \_\_\_\_\_

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**Proposed resolution:** TASB advocates for Texas to establish with the LEAs a K-12 teacher apprenticeship program registered with the U.S. Department of Labor.

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**Statement of reasons:** To help address the workforce shortage and create a pipeline of experienced teachers in public education an apprenticeship program would be an invaluable tool as districts across the state address COVID unfinished learning. This program would expand on the successes of Grow Your Own Educator strategies which is a popular strategy for teacher recruitment, preparation, and retention. A program registered with the U.S. Department of Labor also means it has been vetted by the department and has been determined to meet high standards for rigor and quality. Apprenticeship programs are high-quality, industry-driven, work-based learning pathways that provide individuals with hands-on work experience while earning a wage that increases during the progression of the program.

I hereby certify that the above proposed resolution was approved by our board on June 13, 2022.  
*(Date of meeting)*

**Board president’s signature** \_\_\_\_\_

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**Proposed resolution:** TASB advocates for The Legislature adopts a weight to increase the Basic Allotment to address the cost of living that the district workforce is encountering and that weight is fully funded by the State "for the purpose of providing compensation increases for cost of living adjusted for inflation to full-time district employees (in accordance with TEC Sect. 48.051).

**Statement of reasons:** There is no mechanism currently provided in statute to assist districts as they address workforce shortages due to inflationary concerns. The TEC 42.102 used to have language to address the Cost of Education (CEI). The concept of adjusting education funding for variations in cost began in a 1984 special session with the creation of the Price Differential Index. The State Board of Education (SBOE) was directed to create a replacement for this temporary index and undertook this in 1987, but the study was moved to the Legislative Education Board (LEB) and the Legislative Budget Board (LBB) in 1989. The Foundation School Fund Budget Committee adopted rules based on research by LEB and LBB in 1991. The current CEI attempts to adjust for varying economic conditions across the state, based mainly on the size of the district, the teacher salaries of neighboring districts, and the percentage of low-income students in the district in 1989–1990. The index has not been updated since that time and was removed entirely from code in the 86th Legislature in HB 3.

I hereby certify that the above proposed resolution was approved by our board on June 13, 2022.  
(Date of meeting)

**Board president’s signature** \_\_\_\_\_

**Name of school district** Leander Independent School District

**County-district number** 246-913

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- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

**Proposed resolution:** TASB advocates for a specific set aside of funds addressing funding for full-day pre-K students.

\_\_\_\_\_

(in accordance with TEC Sect. 48.051).

**Statement of reasons:** In 2015 Gov. Abbott named pre-K as a high priority item and the legislators passed a set aside of \$130 million for high-quality pre-K programs. That was not extended in the following sessions and in HB 3 although still, all the requirements for high-quality pre-K programs remained, the funding for the program was rolled into an Early Education Allotment which was meant to address high-quality full-day pre-K but additionally any other reading and mathematic strategies.

\_\_\_\_\_

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\_\_\_\_\_

I hereby certify that the above proposed resolution was approved by our board on June 13, 2022.  
(Date of meeting)

**Board president’s signature** \_\_\_\_\_

**Name of school district** Leander Independent School District

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- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

**Proposed resolution:** TASB advocates for a revision in the current outdated special education funding formulas for students with disabilities.

(in accordance with TEC Sect. 48.051).

**Statement of reasons:** Special Education is a service and not a placement. Currently, funding is based on the amount of time that students with disabilities are served in their instructional-coded placement. Students with disabilities in a mainstream instruction classroom are funded based upon average daily classroom attendance and a uniform weight regardless of their disability and corresponding needs. In 2020, HB3 mandated TEA assembled The Special Education Funding Allotment Committee a task force to study the more than 25 year old special education funding formula and has formally recommended that the development and implementation of a needs-based funding system, rather than an instructional arrangement funding system, is the ideal way for the state to fund special education.

I hereby certify that the above proposed resolution was approved by our board on June 13, 2022.  
(Date of meeting)

**Board president’s signature** \_\_\_\_\_

**Name of school district** Leander Independent School District

**County-district number** 246-913

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# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Discuss Recommendations from the Texas Association of School Boards (TASB) Comprehensive Board Policy Review, Sections A through C

**Purpose (this meeting):**  Discussion Item/Report Only       Action Requested

**Administrator Responsible:** Shawn Swisher

**Attachments:** Recommendations from TASB Comprehensive Policy Review, Sections A through C

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## **Background Information:**

The Board of Trustees and district personnel have been engaged in an ongoing process of comprehensive policy review, with assistance from TASB Policy Consulting services. We now have draft policy revisions based on that work and are bringing Sections A through C to the Board for review and feedback to inform the work of the Board's Policy Committee. Please review the attached policy drafts thoroughly and be prepared to discuss and provide any feedback for the Policy Committee to consider as they review and recommend any revisions for consideration and adoption by the full Board at a future public meeting of the Trustees. Additionally, if there are any policies in Sections A through C that are not yet addressed here that you would like the Policy Committee to consider, please be prepared to provide that information.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

N/A

## PROPOSED REVISIONS

### Philosophy

The philosophy of the District is to provide a learning environment that will encourage students to become thinking, feeling, creative, healthy, and contributing members of society. Trustees, administrators, and teachers, as well as other District employees, shall dedicate their efforts toward providing each student with intellectually stimulating instruction of the highest quality together with the individual guidance required to develop the student's academic, aesthetic, and occupational ~~talents~~ passions, interests, and aptitudes.

The District recognizes that people are more alike than different in their basic needs for growth and development. The powers of thought and reason, however, cause people to seek to fulfill these needs in significantly different ways and to different degrees. Therefore, the District is committed to providing an educational program that meets the general and specialized needs of its students ~~though~~ through a curriculum recognizing the unique characteristics of learners and the need for learners to assume as much responsibility for learning as their maturity allows.

It lies neither within the District's ability nor its desire to substitute itself for or supplant the guidance and love of the student's family. The District gladly accepts the opportunity, within the bounds of the school system, to help every student experience the power, richness, and beauty of this world. The District shall help every student develop an understanding of, and respect for, the integrity, ~~opinions, and ambitions~~ perspectives, and beliefs of others.

### Vision

The #1LISD community cultivates each student individually to produce the most sought after creators of our future world.

~~Every student is encouraged, supported, and challenged to achieve the highest levels of knowledge, skills, and character.~~

### Mission

We will cultivate each individual student by:

- Knowing and appreciating them.
- Creating a safe and supportive environment to nurture their personal growth.
- Partnering with each family.

### Core Beliefs

As a public school organization, we hold these truths as our core beliefs:

- Each and every student is at the heart of our decisions. This requires a focus on students and all elements that impact their overall student experience in order for them to reach their maximum potential.

- LISD life-changers (each and every staff member) should be empowered so they can inspire our students to own their learning.
- Our LISD family, which includes our students and their families, life-changers, Board, and community members, thrives when we ensure a welcoming, safe, and caring environment in which we treat one another with integrity, respect, fairness, and acceptance while appreciating our differences.
- A deliberate and intentional focus on relevant and deeper learning for each student will optimize individual outcomes and personal growth.
- Developing and maintaining meaningful, collaborative relationships between all our LISD family is vital for a whole child, student-driven experience.

**Principles of Ethical Behavior**

~~The following major ethical principles form a philosophical judgment and define the moral duties and virtues implicit in ethical behavior. The District is committed to the principles of:~~

- ~~1.—Honesty~~
- ~~2.—Integrity~~
- ~~3.—Promise keeping~~
- ~~4.—Loyalty~~
- ~~5.—Fairness~~
- ~~6.—Caring/concern for others~~
- ~~7.—Respect for others~~
- ~~8.—Law abidance/civic duty~~
- ~~9.—Pursuit of excellence~~
- ~~10.—Accountability~~

**Graduate Profile**

The LISD Graduate Profile serves as the student embodiment of the District's vision and mission.

Leander ISD learners are empowered to enrich our world and excel in a rapidly changing global society through a life-long journey of character development, academic success, and fulfillment.

Leander ISD learners are empowered to be:

- Critical and Creative Thinkers who seek and solve problems through curiosity, flexibility, and innovation.

- Skilled Communicators & Collaborators who listen to understand, express ideas with empathy, and work collectively toward shared outcomes.
- Compassionate Community Contributors who value diverse perspectives and share their unique gifts with the world.
- Adaptable & Reflective Individuals who confidently embrace their strengths and challenges while pursuing their interests and passions.

~~The graduate profile describes the goals and objectives for District graduates to obtain and are listed below.0.~~

- ~~1. To be an effective communicator, each District graduate:~~
  - ~~a. Reads for a variety of purposes and applies reading skills to real life situations.~~
  - ~~b. Uses a range of writing styles effectively and appropriately for purpose, situation, and audience.~~
  - ~~c. Listens attentively and critically for a variety of purposes and responds to speakers appropriately.~~
  - ~~d. Uses effective speaking strategies for a variety of purposes and settings.~~
- ~~2. Each District graduate is academically prepared to:~~
  - ~~a. Use mathematics, science, and social studies as tools for problem solving, communicating, and reasoning.~~
  - ~~b. Use the literary, visual, and performing arts to enrich his or her daily life.~~
- ~~3. To be a responsible citizen, each District graduate:~~
  - ~~a. Understands the nature of economics as it applies to everyday living.~~
  - ~~b. Actively contributes to community or school service organizations.~~
  - ~~c. Makes and evaluates decisions based on ethical principles.~~
  - ~~d. Understands world issues, identifies the rights and obligations of citizens, and participates in the democratic process.~~
- ~~4. To be a productive learner, each District graduate:~~

- ~~a. Applies the self-management skills of goal-setting, time management, and continuous improvement.~~
- ~~b. Demonstrates skill in resource management to allocate money, materials, space, and people.~~
- ~~c. Manages information by acquiring and evaluating data, organizing and maintaining records, using technology to process information, selecting equipment and tools, and using research skills.~~
- ~~d. Uses critical and creative thinking to solve problems.~~

~~5. Each District graduate:~~

- ~~a. Makes wise career decisions based on self-knowledge, educational and occupational exploration, and career planning.~~
  - ~~b. Fosters personal health and self-esteem.~~
- ~~Demonstrates interpersonal skills needed to work effectively in teams, manage conflict, lead in community and business, and be an effective parent.~~

**Strategic Objectives**

Strategic objectives of the District are to:

Empowered Student Learning

Empower students through meaningful learning experiences to optimize growth and embody the LISD Graduate Profile.

~~Training / Staff Development~~

~~6. Improve processes to support orientation and ongoing high-quality training and education for all District staff.~~

Empowered Staff Data Analysis

Attract, grow, and retain a collaborative community of first-rate employees who are empowered to meet the needs of each and every student.

~~7. Improve processes to provide, analyze, and use data throughout the system for informed decision-making.~~

Impactful Family Engagement

Engage our diverse community by fostering positive relationships through reciprocal communication and collaboration

~~Curriculum~~

~~8. Develop and improve relevant and challenging curricula and learning opportunities that promote motivation to learn and achieve the graduate profile.~~

Equitable Access Efficiency Issues

Ensure equitable access to opportunities by eliminating barriers for each and every student.

~~9. Support the District's purpose by continually improving the effective and efficient use of system resources.~~

Safe and Innovative Learning Environments

~~'Parenting' /  
Preschool  
Communications~~

~~Discipline /  
Character  
Development~~

~~Facilities~~

Provide safe, supportive, inclusive, and innovative environments to inspire each individual learner.

- ~~10. Partner with parents and other agencies in developing, nurturing, and maintaining children who value education.~~
- ~~11. Develop and improve processes to communicate relevant information among Board, parents, students, staff, and community to support the District's purpose and vision.~~
- ~~12. Develop and improve a proactive system which expects and supports responsible student behavior and character development.~~
- ~~13. Provide safe, secure, and comfortable facilities conducive to productivity and learning for a rapidly growing student population.~~

Guiding Documents

All LISD Guiding Documents, including the Strategic Plan, Graduate Profile, 10 Ethical Principles, Learning Model and The Leander Way can be found on the District website at <https://www.leanderisd.org/guidingdocuments/>.<sup>1</sup>

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<sup>1</sup> District Guiding Documents website: <https://www.leanderisd.org/guidingdocuments/>



**ADD POLICY**

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

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<sup>1</sup> Innovation Plan: <https://www.leanderisd.org/districtofinnovation/>



**PROPOSED REVISIONS**

<b>Membership</b>	The Board shall consist of seven members.
<b>Method of Election</b>	Election of Board members shall be at large, by place.
<b>Election Date</b>	General election of Board members shall be on the November uniform election date.
<b>Terms and Election Schedule</b>	Board members shall be elected for four-year terms, with elections conducted biennially, as follows:  Places 1, 2, 6, and 7 shall be held in <del>2018</del> , 2022, 2026, <u>2030</u> , and in four-year intervals thereafter.  Places 3, 4, and 5 shall be held in <del>2020</del> , 2024, 2028, <u>2032</u> , and in four-year intervals thereafter.
<b>Method of Voting</b>	To be elected, a candidate must receive more votes than any other candidate for the place.
Plurality	



**PROPOSED REVISIONS**

**Public Information  
Coordinator**

The Superintendent ~~or designee~~ shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

**Reporting  
Continuing  
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.



### PROPOSED REVISIONS

<b>Board Authority</b>	The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]
<b>Transacting Business</b>	When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.
<b>Individual Authority for Committing the Board</b>	Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]
<b>Individual Access to Information</b>	An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the public in accordance with the Public Information Chapter of the Government Code. [See GBA]
Limitations	<p>If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.</p> <p>An individual Board member shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policy FL.</p> <p>A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]</p>
Requests for Records	An individual Board member shall seek access to records or request copies of records from the Superintendent <del>or other designated custodian of records,</del> who shall respond within the time frames required by law. <del>When a custodian of records other than the Superintendent provides access to records or copies of records to an individual Board member, the provider shall inform the Superintendent of the records provided.</del> <a href="#">[See Board Operating Procedures]</a> .

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

Requests for  
Reports

No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent ~~or other custodian of records~~ regarding the preparation of reports shall be by Board action.

Confidentiality

At the time a Board member is provided access to records or reports that are confidential or otherwise not subject to public disclosure [see GBA], the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements and the District's information security controls.

**Referring  
Complaints**

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

**Visits to District  
Facilities**

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations. [See also GKC]

## DISTRICT'S CURRENT POLICY

*Comment: This document highlights the district's unique provisions and the reordering of the provisions to move some concepts to the beginning of the policy.*

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

### **Student-Centered Focus**

### **Commitment to Service**

- I will be continuously guided by what is best for all students of the District.
- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.
- I will become informed about current educational issues by individual study and through participation in programs.
- I will support and protect school personnel in the proper performance of their duties.

### **Trustworthiness in Stewardship**

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

### **Honor in Conduct**

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

**Integrity of Character**

- I will strive to be an example to the students, faculty, and community by upholding the ethical principles of the District and the standards of propriety of our community.
- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

**Equity in Attitude**

- I will work for the benefit of all students, not focusing on the needs of any one group to the exclusion of others.
- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

### TASB STANDARD POLICY LANGUAGE

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

#### **E**quity in Attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

#### **T**rustworthiness in Stewardship

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

#### **H**onor in Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

#### **I**ntegrity of Character

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

#### **C**ommitment to Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

**S**udent-Centered  
Focus

- I will be continuously guided by what is best for all students of the District.

### OTHER EXAMPLES

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**Commitment  
To Service**

- I will attend all regularly scheduled Board meetings insofar as possible and become informed concerning the issues to be considered at those meetings.
- I will communicate to other Board members and the Superintendent at appropriate times expressions of public reaction to Board policies and District programs.

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**Student-Centered  
Focus**

- I will have a high-level of understanding of teaching and learning goals in the District.
- Be continuously guided by the District's vision, mission, values, focus, and goals in all decisions and allocation of resources.
- Uphold the Board's values of integrity, inspiration, inclusiveness, and innovation.

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**Integrity  
of Character**

- I will share my views concerning District matters and employees through the processes and procedures available under the Texas Open Meetings Act, and will refrain from using e-mail, social media, and other forms of communication to criticize regarding matters related to my office.

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**Trustworthiness  
In Stewardship**

- I will strive to involve the community by ensuring that it is fully and accurately informed about our schools and will try to interpret community aspirations to the school staff.
- I will recognize that authority rests only with the whole Board assembled in meeting and will make no personal promise to take private action that may compromise my performance or my responsibilities.
- I will refer all complaints through the proper 'chain of command' within the system and will act on such complaints at public meetings only when administrative solutions fail.

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**Equity In Attitude**

- I will attempt to accept criticism without getting defensive or angry.



**PROPOSED REVISIONS**

**Expense  
Reimbursement**

An amount for Board member travel expenses shall be approved in the budget each year.

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board.

Travel Expenses

Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by either of the following two methods:

1. Reimbursement, not to exceed the allowable rates, for use of a personal car or commercial transportation plus parking, taxi fares, lodging, ~~meals~~, and other incidental expenses.
2. Advancement of a set amount for use of a personal car or commercial transportation plus parking, taxi fares, lodging, ~~meals~~, and other incidental expenses. Any excess over actual allowable expenses shall be refunded to the District.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

Meal Expenses

Regarding meal expenses associated with authorized and documented travel, payment to a Board member shall be made in accordance with one of the following methods:0.

1. Reimbursement, not to exceed the allowable rates, for meal expenses.
2. Advancement of a set amount for meal expenses. Any excess over actual allowable expenses shall be refunded to the District.
3. A per diem for meal expenses for meals associated with authorized overnight travel not related to a state or federal grant. No receipts shall be required for expenses paid on a per diem basis.

**Documentation  
Required**

Except as provided in this policy, ~~F~~for any authorized expense incurred, the Board member shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement.

[See Board Operating Procedures.]



**PROPOSED REVISIONS**

**~~No Standing~~ Board  
Committees**

Board committees shall be established in accordance with the Board Operating Procedures.

~~The Board shall have no standing committees.~~

**Special Committees**

~~The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens.~~ The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. **Special Board** committees shall provide updates and report their findings to the Board ~~and shall be dissolved upon completion of the assigned task or vote of the Board.~~

~~The President of the Board and the Superintendent shall be ex-officio members of all Board committees, unless otherwise provided by Board action.~~

**Transacting  
Business**

Committees may transact business only within the specific authority granted by the Board. To be binding, all such business must be reported to the Board at the next regular or special meeting for approval and entry into the minutes as a public record.

*Comments: The proposed revisions are recommended to align with the Board Operating Procedures Section XIX, page 17.*



### PROPOSED REVISIONS

- In-House Counsel** The District has ~~retained~~ employed as general counsel an attorney to serve as the District's in-house legal counsel and representative in matters requiring legal services and to oversee outside attorneys providing legal services to the District.
- Outside Counsel** The Board delegates to the Superintendent the authority to approve the hiring of outside counsel, as recommended by the general counsel in consultation with the administration.
- Services to be performed and reasonable fees and expenses to be paid by the District to outside counsel shall be set forth in writing and submitted to the general counsel and administration.
- Inquiries** Individual Board members shall channel legal inquiries through the Superintendent, Board President, or the Board's designee, as appropriate, when seeking advice or information from the District's general counsel or outside counsel.
- Board's Attorneys** The Board shall have final authority to retain attorneys to represent the Board in matters of Board governance and business of the District. Attorneys representing or advising the Board shall report only to the Board.



**PROPOSED REVISIONS**

**Meeting Place and Time**

The notice for a Board meeting shall reflect the date, time, and location of the meeting and shall be posted on the District's website.

**Regular Meetings**

Regular meetings of the Board shall normally be held on the ~~third Thursday~~second and fourth Thursdays of each month at 6:15 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

*Comment: The revision is recommended to align with the information in the Board Operating Procedures.*

**Special or Emergency Meetings**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

**Agenda**

Deadline

The deadline for submitting items for inclusion on the agenda is the seventh calendar day before regular meetings and the seventh calendar day before special meetings.

*Comment: The above provision aligns with the Board Operating Procedures; however, would the seven-calendar day requirement also apply to special meetings that are sometimes called on relatively short notices but in compliance with TOMA.*

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. At the request of at least two Board members, the Board President shall include an item on the agenda. The Board President or designee must be notified, in a manner as he or she deems necessary, of requests for items to be placed on the agenda.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or at least two Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by at least two Board members without specific authorization from those Board members.

BOARD MEETINGS

BE  
(LOCAL)

<b>Notice to Members</b>	Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.
<b>Closed Meeting</b>	Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.  The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]
<b>Order of Business</b>	The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.
<b>Rules of Order</b>	The Board shall observe the parliamentary procedures as found in <i>Robert's Rules of Order, Newly Revised</i> , except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.
Voting	Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]
Consent Agenda	When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.
<b>Minutes</b>	Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.  The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.
<b>Discussions and Limitation</b>	Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the

business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.



## DELETE POLICY

*Comment: As mentioned during the board meeting, this policy is mis-coded and more current policy language on nonrenewal of the superintendent's contract is located at BJCF(LOCAL). Other than Leander ISD, only one other district has policy language at this code, and that district's policy addresses interim superintendent selection, which is not necessary to include in policy.*

### Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of required or assigned duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ (LEGAL)]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act.
9. The possession, use, or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics as defined by the Texas Controlled Substances Act, while on school property, working in the scope of the employee's duties, or attending any school- or District-sponsored activity.
10. Conviction of a felony or any crime involving moral turpitude.
11. Failure to meet the District's standards of professional conduct.

SUPERINTENDENT  
RESIGNATION

BJCG  
(LOCAL)

12. Failure to comply with reasonable District professional requirements regarding advanced coursework or professional improvement and growth.
13. Disability, not otherwise protected by law, that impairs performance of required duties.
14. Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of our community or the ethical principles adopted by the Board. [See AE(EXHIBIT)] Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude, or indicative of corruption, indecency, or depravity.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Reasons specified in the individual employment contract reflecting special conditions of employment.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Assault on an employee or student.
19. Falsification of records or other documents related to the District's activities.
20. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
21. Failure to fulfill requirements for Superintendent certification.
22. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
23. Reasons constituting good cause for dismissing the Superintendent during the contract term.

**Notice**

0.If a majority of the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board not later than the 15th day after receiving the notice. When the

Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedure

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
2. The Superintendent may cross-examine any witnesses for the Board.
3. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
4. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
5. Closing arguments may be made by each party.

0.A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.



**PROPOSED REVISIONS**

**Long-Range  
Planning**

~~One of the Board's responsibilities is to conduct long-range planning in order to anticipate and recognize future needs and trends, to identify potential barriers, and to balance short-term needs with long-term improvements in order to support the graduate profile.~~

~~The District improvement plans shall serve as some of the plans to address identified needs for systemic improvement.~~

~~The Board's planning process shall ensure a consistency of action over time, even as individual Board members and administrators change office.~~

*Comment: This unique text dates to 2003. It is akin to a purpose statement, which is not necessary to include in board policy.*

**District Purpose,  
Vision, Graduate  
Profile, Goals,  
Objectives and  
Campus Objectives**

The Board shall approve and periodically review the District's ~~purpose~~, vision, [mission](#), graduate profile, and goals to improve student performance. The ~~purpose~~, vision, [mission](#), graduate profile, goals, and the approved District and campus objectives shall be mutually supportive and shall support the state goals and objectives under Education Code, Chapter 4. [See AE]

*Comment: The district's mission statement is available online but no "purpose" statement.*

**District Improvement  
Planning Process**

The District's planning process to improve student performance includes the development of the District's educational goals, the legal requirements for the District and campus improvement plans, all pertinent federal planning requirements, and administrative procedures. The Board shall approve the process under which the educational goals are developed and shall ensure that input is gathered from the District-level committee. [See BQA]

**Parent and Family  
Engagement Plan**

The Board shall ensure that the District and campus improvement plans, as applicable, address all elements required by federal law for receipt of Title I, Part A funds, including elements pertaining to parent and family engagement. The District-level and campus-level committees shall involve parents and family members of District students in the development of such plans and in the process for campus review and improvement of student academic achievement and campus performance. [See EHBD]

**Administrative  
Procedures and  
Reports**

The Board shall ensure that administrative procedures are developed in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization; adequately reflect the District's planning process; and include implementation guidelines, time frames, and necessary resources. The District-

PLANNING AND DECISION-MAKING PROCESS

BQ  
(LOCAL)

level and campus-level committees shall be involved in the development of these procedures. [See BQA and BQB]

The Superintendent shall report periodically to the Board on the status of the planning process, including a review of the related administrative procedures, any revisions to improve the process, and progress on implementation of identified strategies.

**Evaluation**

The Board shall ensure that data are gathered and criteria are developed to undertake the required biennial evaluation to ensure that policies, procedures, and staff development activities related to planning and decision-making are effectively structured to positively impact student performance.

**PROPOSED REVISED POLICY (not annotated)**

<b>Collaborative Decision Making</b>	The Board recognizes that the District is a system of interrelated people and processes and therefore expects collaborative decision making.
<b>Districtwide Educational Improvement Council</b>	In compliance with law, the District shall establish a Districtwide Education Improvement Council (committee) to advise the Board or its designee in establishing and reviewing the District improvement plan [see BQ], as well as the District's educational goals, performance objectives, and major District-wide classroom instructional programs.
<b>Board's Designee</b>	The Superintendent shall serve as the Board's designee and shall regularly consult with the committee.
<b>Meetings</b>	The chairperson of the committee shall set its agenda and shall schedule at least two meetings per year, including the public meeting required by law.
<b>Communications</b>	The Superintendent shall ensure that the District-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.
<b>Composition</b>	The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.
Selected Representatives	Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.
<i>Parents</i>	The committee shall include at least two parents of students currently enrolled in the District. The Superintendent shall, through various channels, inform all parents of District students about the committee's duties and composition and shall solicit volunteers.
<i>Community Members</i>	The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.</p>
<b>Professional Staff Elections</b>	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the total professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to each respective campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by the campus-based nonteaching professional staff.</p> <p>At least one District-level professional representative, other than the Superintendent, shall be nominated and elected by the District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on a ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
<b>Terms</b>	<p>All representatives shall serve staggered two-year terms and shall be limited to two consecutive terms on the committee.</p>
<b>Vacancy</b>	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

**PROPOSED REVISED POLICY (not annotated)**

**Campus Site-based  
Planning Committee**

In compliance with law, each campus shall establish a campus-level committee to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

**Meetings**

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

**Communications**

Each principal or designee shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

**Composition**

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

**Selected  
Representatives**

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

*Parents*

The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.

*Community  
Members*

The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

<i>Business Representatives</i>	<p>The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.</p>
<b>Professional Staff Elections</b>	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to the campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by nonteaching professional staff assigned to the campus.</p> <p>At least one District-level professional representative shall be nominated and elected by District-level professional staff.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
<b>Terms</b>	<p>All representatives shall serve one-year terms shall not be limited as to the number of consecutive terms they may serve on the committee.</p>
<b>Vacancy</b>	<p>A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.</p>

### PROPOSED REVISIONS

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

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**Note:** See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
    - for Board members—BBF
    - for employees—DH
  - Financial conflicts of interest:
    - for public officials—BBFA
    - for all employees—DBD
    - for vendors—CHE
  - Compliance with state and federal grant and award requirements: CB, CBB
  - Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
  - Systems for monitoring the District's investment program: CDA
  - Budget planning and evaluation: CE
  - Compliance with accounting regulations: CFC
  - Activity fund management: CFD
  - Criminal history record information for employees: DBAA, DC
  - Disciplinary action for fraud by employees: DCD, DCE, and DF series
- 

#### **Fraud and Financial Impropriety**

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

#### Definition

Fraud and financial impropriety shall include but not be limited to:•

FISCAL MANAGEMENT GOALS AND OBJECTIVES  
FINANCIAL ETHICS

CAA  
(LOCAL)

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
- ~~12. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.~~
- ~~13.~~12. Any other dishonest act regarding the finances of the District.
- ~~14.~~13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

**Comments:** The revision would reorganize items in the list to appropriately group the items. Items 1 -12 address financial improprieties related to district operations and Item 13 is intended to address failure to comply with laws or guidelines imposed by other entities.

FISCAL MANAGEMENT GOALS AND OBJECTIVES  
FINANCIAL ETHICS

CAA  
(LOCAL)

**Financial Controls  
and Oversight**

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

**Fraud Prevention**

The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent or designee, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

*Protection from  
Retaliation*

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

**Fraud Investigations**

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement

FISCAL MANAGEMENT GOALS AND OBJECTIVES  
FINANCIAL ETHICS

CAA  
(LOCAL)

or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards  
Disclosure

The District shall disclose, in a timely manner in writing to the federal awarding agency or pass-through entity, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal grant award. [See CBB]

**Analysis of Fraud**

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent or designee shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent or designee shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

**PROPOSED REVISIONS**

**Grants and Awards**

The Superintendent ~~or designee~~ shall be authorized to: 0)

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent ~~or designee~~ shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

**Federal Awards**

Public Notice and Input

The District shall provide public notice of federal grant applications for Elementary and Secondary School Emergency Relief Funds (ESSER) through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Plan Approval

Approval of required grant and award plans shall be by the Superintendent.

***Comments:*** *These provisions were recommended for inclusion in districts' policies based on TEA guidance from May 2021.*

**Conflict of Interest**

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

For purposes of this policy, "partner" shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any gift, favor, service, or other benefit that could reasonably be construed to influence the person's discharge of assigned duties and responsibilities;
2. Any single item with a value at or above \$50; or
3. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding ~~\$100~~\$50 in a 12-month period.

***Comments:*** Based on comments from the administrative review, the revised gift limits are recommended. This would be lower than the limit established in BBFA(LEGAL) for public officials.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

### PROPOSED REVISIONS

#### Debt Management Policy

##### Purpose

~~The Board intends that this policy shall provide a guideline for the management of debt by the District.~~

~~The Board recognizes that no policy can meet every circumstance and intends that this policy shall serve as a guideline to be used by the Board and administration to handle routine tasks and as a starting point for discussion in deciding on more complex questions.~~

*Comments: The purpose provision is recommended for removal from the policy.*

##### Scope

This policy applies to all debt instruments issued by the District regardless of the purpose for which issued or the funding source for repayment.

*Comments: This policy was reviewed during the meeting with the administrative team. The revisions are recommended to align with current practice.*

##### Chain of Command

The Board shall have ultimate authority for the issuance of debt and the terms and conditions under which debt may be issued.

The Board delegates to the Superintendent ~~or designee~~ the responsibility for:

1. Recommending the projects to be funded;
2. Recommending the order for funding;
3. Recommending the construction budgets;
4. Recommending the date money is required; and
5. Consulting with the District's municipal advisor to develop recommendations for:
  - a. Timing of sales;
  - b. Impact of bond sales on the tax rate;
  - c. Type of sale (competitive, negotiated, private placement);
  - d. Type of security to be issued;
  - e. Guarantee or insurance; and
  - f. Rating of the securities.

**Objectives**

Debt management procedures shall include prudent debt management practices that:

0. Maintain the District's financial stability;
1. Preserve public trust;
2. Effectively manage the tax rate;
3. Match debt to the estimated useful lives of the assets;
4. Provide debt management flexibility;
5. Minimize cost to taxpayers; and
6. Demonstrate strong financial management to credit agencies.

**Goals of Debt Issuance**

This policy is not intended to create a mechanism that constitutes a "trigger" for action without further discussion.

0. The goals of the Board in all financing shall include the following:

1. Current and future tax rates shall be the best compromise between the preference to sell bonds with the shortest maturity schedule, provide the lowest tax bill possible to taxpayers of the District, and plan for the future issuance of debt by the District.
2. Capital appreciation bonds (CAB) shall be used only as required to meet the state's par-to-par test.
3. Call features shall be as aggressive as market conditions will permit.
4. Variable rate bonds, swaps, derivatives, and other synthetic securities shall not be used unless the Board determines that basis risk, tax risk, counter-party risk, termination risk, liquidity renewal risk, remarketing risk, and credit risk have been fully identified, investigated, and proven to be acceptable.

**Refunding of Outstanding Debt**

Refunding opportunities shall be evaluated using criteria established by the Board.

**Rating Agency Relationships**

The District's municipal advisor shall provide to the Superintendent ~~or designee~~ periodic reports detailing the following:

0. Current criteria used by the rating agencies to evaluate Texas schools.
1. Areas in which the District needs to improve policies or practices.
2. Recommendations concerning the type of presentation to be given to the rating agencies.

LOCAL REVENUE SOURCES  
BOND ISSUES

CCA  
(LOCAL)

**Board Resolution  
Creating Guideline  
Criteria for the  
Consideration of  
Refunding of  
Outstanding Debt**

The Board establishes the following criteria as a guideline for refunding bonds:

~~Whereas the Board does desire to establish criteria for the consideration of refunding certain maturities of bonds currently outstanding; and~~

~~Whereas the Board desires to have a set of stated criteria with which to evaluate refunding proposals;~~

~~Now therefore, the Board of the District does hereby adopt the following criteria as a guideline for refunding bonds. These criteria are recognized as guidelines, and the Board reserves the right to add criteria, delete criteria, or modify any or all of the criteria in making a final evaluation of any proposal. These criteria are adopted with this understanding that they do and shall apply until modified or replaced by the Board.0.~~

~~Criteria for  
Refunding~~

1. Three percent or greater, present value savings.
2. No increase in the debt service of the maturities refunded.
3. No lengthening of the existing maturity schedule.
4. Preservation of future ability to manage the debt service tax rate.
5. Combine refunding and new money issues when possible.
6. District should be satisfied as to the amount of savings obtained compared to the cost of the deal.
7. When a refund is combined with a new money transaction, item 1 in this list ~~is~~ shall not be required.
8. Transactions involving swaps, derivatives, or other synthetic securities are prohibited unless the Board and administration have conducted additional due diligence to determine the risks involved and shall have determined that the risks are known and acceptable.

These criteria are recognized as guidelines, and the Board reserves the right to add criteria, delete criteria, or modify any or all of the criteria in making a final evaluation of any proposal. These criteria are adopted with this understanding that they do and shall apply until modified or replaced by the Board.0.

**Debt Issuance  
Process**

~~The Board may choose a~~Any authorized method of sale including competitive sales, negotiated sales, and private placements may be used. The ~~Board may utilize~~ alternative types of sales may be used if deemed more advantageous to the District as a result of the market or other conditions.0.

LOCAL REVENUE SOURCES  
BOND ISSUES

CCA  
(LOCAL)

Refunding issues shall usually be conducted on a negotiated basis.

Competitive sales are preferred for the sale of short-term debt, or when the market is very stable. Negotiated sales may be utilized if deemed more advantageous to the District.

**Reimbursement  
Resolution**

By resolution, the Board may declare its intent to reimburse itself from proceeds of bonds for any capital expenditures previously incurred (not more than 60 days prior to the date of the resolution) from the lawfully available general funds or other lawfully available funds of the District. The reimbursement shall take place within 30 days after the issuance of the bonds.

**Selection of Public  
Finance Team**

~~The Superintendent or designee shall issue a solicitation for municipal advisor, underwriters, bond counsel, and disclosure counsel not less than every five years.~~

### PROPOSED REVISIONS

*Comments: The revisions below were recommended during the administrative review.*

#### **Investment Authority**

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

#### **Approved Investment Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:0)

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

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

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

**Liquidity and Maturity**

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

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

**Diversity**

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

**Monitoring Market Prices**

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

**Monitoring Rating Changes**

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

**Funds/Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

**Operating Funds** Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. [Maturities longer than one year are authorized provided legal limits are not exceeded.](#)

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

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

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

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

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

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

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

**Interest Rate Risk**

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

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

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

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

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

**Annual Review**

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

**Annual Audit**

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

**PROPOSED REVISIONS**

**Fiscal Year** The District shall operate on a fiscal year beginning July 1 and ending June 30.

~~**Curriculum Budget Linkage** The District and building level budget development processes shall support the curricular and instructional priorities. The District shall maintain a system of ongoing internal evaluation to ensure adequate resources to support such priorities.~~

***Comment:** This curriculum linkage statement is only in two places in the manual. It is not necessary to include this statement in board policy. This policy was discussed during the administrative review.*

**Budget Planning** Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.

**Budget Meeting** The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:

1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.
2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.
3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.
4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.

**Authorized Expenditures** 0.The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.

**Budget Amendments** The Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

**Maintenance of Reserves Policy**

*Purpose*

~~Board adoption of a policy addressing maintenance of reserves is intended to provide a guideline for the management of reserve funds of the District.~~

~~The Board recognizes that no policy can meet every circumstance and intends that these provisions shall serve as a guideline to be used by the Board and administration to handle routine tasks and as a starting point for discussion in deciding on more complex questions.~~

**Comment:** Similar to other policy recommendations, it is not necessary to include the purpose in the policy.

Intent of the Board

The Board intends that funds shall be available for emergency needs of the District and shall provide funds to be used for such purposes and such opportunities as shall arise, which will benefit the District.

Reserve Goal

*Operations and Maintenance*

In order to preserve financial stability, the District must be prepared to respond to cash flow shortages, large or unexpected one-time expenditures, changes in the economy, and changes in state funding. The District shall, therefore, maintain assigned and unassigned fund balances equal to or exceeding three months of total annual operating expenditures in reserve.

If the assigned and unassigned fund balances fall below three months of the total annual operating expenditures, the Superintendent shall prepare a plan for Board approval to meet the required unassigned and assigned minimum fund balance requirement.

The Board may commit a portion of the fund balance for a specific purpose by resolution during a Board meeting. The committed fund balance shall be used in accordance with the Board-adopted resolution and shall be expended for the specific purpose and within a reasonable period of time unless an emergency occurs. The designation may be amended at any time by Board approval.

*Interest and Sinking*

The District shall maintain at least 20 percent of the next fiscal year's requirement.

The Board's goal shall be for the District to achieve a reserve fund of 30 percent of the next fiscal year's requirement.

Implementation

The Board delegates to the Superintendent the responsibility for knowing the amount of reserves available and for recommending a

budget that will meet the goals of the Board as expressed in this policy.



### DELETE POLICY

**Principal  
Responsible for  
Safekeeping**

The principal in each school shall be responsible for the safekeeping of cash reserves maintained for school purposes and kept in the school itself. He or she shall designate safe places where any such funds shall be kept, and shall ensure that those places are appropriately guarded.

**Employees'  
Responsibility**

Any public funds entrusted to the care of an individual school employee shall become the complete responsibility of the employee.

No money shall be left in rooms or offices, except in such safe-guarded places as shall be indicated by the principal, or other responsible employee.

***Comment:** If this remains a district practice, it can be addressed in an administrative regulation.*



**PROPOSED REVISIONS**

<b>Purchasing Authority</b>	The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services unless state law requires the Board to make or approve a specific purchase. All contracts shall be signed by the Superintendent <del>or designee</del> .
Purchasing Procedures	The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. The District may reject any and all bids or proposals in accordance with state, federal law, <del>district</del> District policies, or requirements as applicable. [See also CB, CBB, CH(LEGAL), and COA]
Purchasing Method	The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate. Commitment to purchase on the <del>basis</del> <u>basis</u> of low bid or proposal alone shall not be inferred, but contracts shall be awarded on the basis of best value to the District.
Exception for Emergency Contracts	<p>In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]</p> <p>The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]</p>
Competitive Procurement Requirements	District contracts must be submitted to a competitive procurement process when the aggregate purchase will total \$50,000 or more for each 12-month period. The Superintendent <del>or designee</del> shall prepare the request for bids or proposals and the bid or proposal specifications. All bids or proposals shall be submitted by the designated purchasing method, either through the District's electronic procurement system or in sealed envelopes, plainly marked with the name of the bidder or proposer, the date, the time of opening, and the bid or proposal number. The Superintendent shall accept the bid or proposal deemed to be of the best value for the District as identified in CH(LEGAL).

PURCHASING AND ACQUISITION

CH  
(LOCAL)

Lease-Purchase Contracts      The competitive procurement process, as set up in this policy, shall be applied to all lease-purchase contracts for personal property.

Bids, Quotes, and Other Purchases under \$50,000      The purchasing department shall establish guidelines that may require bids, quotations, or proposals to be obtained prior to approving a purchase when it appears that best value and substantial savings can be realized by the District.

Electronic Bids or Proposals      Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with ~~Board-adopted rules~~the rules below. ~~Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.~~

*Electronic Bid Procedures*Rules      To ensure the security and confidentiality of electronic bids or proposals, the following ~~procedures~~rules shall be followed by District staff:0)

1. Both District users and vendors are required to access the system through a unique user account and password.
2. Individual user passwords shall be stored in a manner that cannot be accessed by any other user, and the District system administrator shall only have the ability to reset the password through a system-generated program based on a user request to reset a password.
3. All data transmitted between the District and vendors shall be encrypted using standard security technology.
4. The system shall limit inactivity by expiring a session based on a preset period of time.
5. All actions within the system can be audited for actions taken by any user.
6. All formal solicitations shall be electronically sealed in an electronic lockbox and not accessible to any user other than the initiating vendor.
7. The solicitation document includes, at a minimum, the date and time the bid was received by the system.
8. The system shall not allow for any late bids after the closing date and time.
9. The system shall only allow for bids to be electronically unsealed by authorized District staff; and

PURCHASING AND ACQUISITION

CH  
(LOCAL)

10. The system shall retain electronic copies of the vendors' responses for the minimum period of time required by the state of Texas records retention schedule or for an extended period of time if required by the District.

*Electronic  
Vendors List*

For the purpose of obtaining bids or proposals on supplies, materials, equipment, and services, an electronic vendors list shall be maintained within the school administrative offices. Any and all bidders and proposers who fail to deliver or to comply with any of the terms, specifications, or contract requirements may be ~~deleted~~ removed from the vendors list for a period not to exceed two years from the time when the infraction occurred and the vendor was notified in writing of removal from the list.

**Interlocal  
Agreements**

The Board authorizes the Superintendent ~~on the Board's behalf~~ to enter into cooperative interlocal agreements in accordance with ~~Government Code Chapter 791~~ state law when:

1. The District determines that the interlocal agreement will increase efficiency and effectiveness of the District.
2. The interlocal agreement permits the District to enter into a purchasing contract offered through a cooperative purchasing program authorized by ~~Local Government Code Chapter 271 Subchapter F~~ state law. The interlocal agreement may result in a purchase contract providing the best value to the District; or
3. Other local governments, including other school districts, desire the District to provide services to the local government because of the District's equipment, knowledge, or expertise when:
  - a. By providing this service to the local government, the District is fairly compensated;
  - b. The District benefits by performing the service; and
  - c. Expenditures by the District are included within the current District budget.

Cooperative interlocal agreements entered into by the Superintendent shall be ~~presented~~ reported to the Board ~~as necessary for ratification and approval~~ at the next regular Board meeting.

***Comment:*** *The revisions are recommended to clarify that the board has delegated authority to the superintendent to enter into interlocal agreements. The superintendent would report any newly entered interlocal agreements to the board at the next regular meeting. It would not be necessary for the board to ratify or approve these agreements.*

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Responsibility for Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase Commitments**

All purchase commitments shall be ~~made by the Superintendent or designee~~ in accordance with [this policy and](#) administrative procedures, including the District's purchasing procedures.

***Comment:*** Revisions are intended to remove duplicative text that is already addressed below.

All purchase commitments shall be made by the Superintendent on a properly drawn and issued purchase order or by electronic transaction by use of a District-authorized and -issued procurement card, in accordance with administrative procedures. All purchase commitments are to follow general accounting principles which include not committing to a purchase without ensuring funds are available and issuance of a District purchase order, unless such purchases are made authorized for purchase using a procurement card. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Employee Conflict of Interest**

The purchase of goods or services from a business owned in whole or in part by a District employee shall not be permitted. This provision includes any individual actively receiving compensation as a substitute or with any other temporary employee status. The purchase of goods or services from a business owned in whole or in part by a person related to a District employee by blood (consanguinity) or by marriage (affinity) that results in the District employee receiving compensation directly or indirectly shall be permitted only when:

1. The District employee does not exercise discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions related to the services or equipment supplied by the business, in which case the business shall not be permitted to sell services or equipment to the District employee's department and department affiliates or campus and campus feeder pattern, as applicable, for as long as the employee continues in the department or campus position;
2. The business transaction has been approved by the Superintendent; and

PURCHASING AND ACQUISITION

CH  
(LOCAL)

3. The purchase of services or equipment has been contracted through a documented competitive process.

**Permissive Bids and Proposals**

Purchases of goods and services for which bidding and/or proposing is neither required nor prohibited by law may be based on any procurement method that the Superintendent determines provides the best value for the District.

**Personal Purchases**

District employees shall not be permitted to make purchases for personal use through the District's business office except through contracts specifically designated as employee purchase agreements.



### DELETE POLICY

In order to facilitate refunds and minor purchases, the District and the individual schools in the District may maintain petty cash funds.

#### **Supervision of Funds**

The Superintendent or designee shall be responsible for disbursing and accounting for money from the District fund. The principal in each school shall have the same responsibility regarding individual school funds.

#### **Accounting**

Itemized expenditures from the individual funds shall be maintained and kept on file at each school. Expenditures made from the District fund shall be itemized and kept on file in the Superintendent's office.

***Comment:** If this remains a district practice, it can be addressed in an administrative regulation.*



**PROPOSED REVISIONS**

**Vendor Interactions with Students and Employees**

Solicitors, vendors, collectors, or salespersons shall not be permitted to confer with students or employees during school hours without the prior approval of the Superintendent or designee.

Under no circumstances shall such persons be permitted to interrupt classes or conduct personal business with employees.

**Right to Protest: Level I**

Any bidder/proposer who believes he or she is aggrieved in connection with a procurement may protest to the director of purchasing. The Level I protest shall be submitted in writing within five District business days after the facts or occurrences giving rise thereto.

Procurement After Protest

In the event of a timely protest, the purchasing department shall not proceed further with the procurement unless the chief financial officer makes a determination that the award of the contract is necessary to protect the substantial interest of the District or that the protest would not affect the outcome of the award.

**Protest Determination**

Within ten District business days after receipt of a written protest, the director of purchasing shall:0)

1. Inform the protestor in writing of the action taken and the reason for it; and
2. Provide the protester a copy of this protest procedure.

**Determination Appeal: Level II**

If the protester did not receive the requested remedy at Level I, the protestor may submit a Level II appeal to the chief financial officer in writing within two District business days after notification of the determination made by the director of purchasing. The chief financial officer or designee shall have the authority to take any action reasonably necessary to resolve a protest. The chief financial officer shall:0.

1. Respond in writing within ten District business days, stating the reasons for the action taken; and
2. Inform the protesting party of the right to a Level III appeal of the determination of the chief financial officer.

**Determination Appeal: Level III**

If the protestor did not receive the requested remedy at Level II, the protester may submit a Level III appeal in writing to the Board within ten District business days after notification of the determination made by the chief financial officer. The District shall determine whether the protest will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable laws [See BEC] Provisions for placement of items on a Board

meeting agenda, as provided in BE(LOCAL), shall not apply to protests. The Superintendent ~~or designee~~ shall inform the protester of the date, time, and place of the Board meeting at which the protest will be on the agenda for presentation to the Board.

The Superintendent ~~or designee~~ shall provide the Board the record of the Level II protest. The protester may request a copy of the Level II record. The record shall include:

1. The Level I record;
2. The written response issued at Level II and any attachments;  
and
3. All other documents relied upon by the administration in reaching the Level II decision.

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the protester and administration each to make a presentation and an opportunity for questioning by the Board. The Board shall hear the protest and may request that the administration provide an explanation for the decisions at the preceding levels.

Once the Board communicates its decision, the matter shall be concluded.

**Notice of  
Determination**

When final action has been taken, a copy of the determination issued shall be mailed within two District business days to the protester and other bidders or proposers involved in the procurement.

### PROPOSED REVISIONS

The ~~purchasing department~~ Superintendent is authorized to declare District materials, equipment, personal property such as vehicles, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, personal property such as vehicles, and supplies for fair market value. If the unnecessary property has no value, the purchasing department may dispose of such property according to administrative discretion.

Instructional materials shall be disposed of in accordance with law.  
[See CMD(LEGAL)]

Property obtained with federal funds or as federal surplus shall be managed in accordance with federal law.



**NO RECOMMENDED REVISIONS**

**School Resource  
Officers**

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

Training

All school resource officers shall receive at least the minimum amount of education and training required by law.

***Comment:** During the board meeting, there was a suggestion that this section on training be revised with more specific training requirements. The district can provide any additional revisions when returning the policies associated with this review.*

[See CKEC]



### DELETE POLICY

**Curriculum Facilities  
Linkage**

The primary purpose of the District's facilities shall be to support the curricular goals of the District. Activities such as facilities planning, disposition of real/personal property, maintenance (including care of buildings and equipment, prevention/corrective/emergency maintenance, and hygienic maintenance), building security property inventory, and use of school facilities shall be designed and implemented to support the curricular goals of the District.

***Comment:** This curriculum linkage statement is only in two places in the manual. It is not necessary to include this statement in board policy. This policy was discussed during the administrative review.*



### DELETE POLICY

#### **Vehicle Regulations**

The Superintendent or designee shall establish rules and regulations concerning the operation and parking of vehicles on District property. Such rules and regulations shall be reviewed regularly and published annually in the student handbook.

***Comment:** If this is still district practice, it can be addressed in the employee and student handbooks.*



### PROPOSED REVISIONS

#### Procurement

The ~~Superintendent~~ assistant superintendent for campus activities and support shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

#### Geographic Preference

The Board delegates to the assistant superintendent for campus activities and support ~~Superintendent~~ the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:0)

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

***Comments:*** This policy delegates the district administrator who would be responsible for the food services procurement functions listed in this policy.



### PROPOSED REVISIONS

#### Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

#### Definitions

##### 'Construction'

For purposes of this policy 'construction' shall be defined at the activity of moving, demolishing, installing or building a structure, facility, or system according to an approved plan and process and an act that requires the granting of specific permits.

##### 'Maintenance'

For purposes of this policy, 'maintenance' shall be defined as any other activity that is not considered construction.

*Comments: At the request of the district, I have provided definitions for construction. In reviewing other districts' policies, there were no sample definitions that I could provide. Instead of including a definition in policy, it might be more appropriate for the administrative team to develop a checklist with specific criteria to determine whether a project is considered construction or maintenance.*

#### Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

*Comments: Please confirm that the board approves the project delivery/contract award method.*

*If this responsibility is delegated to the superintendent (or administrative team), please indicate on the copy of the policy returned with the checklist.*

For construction contracts valued at or above \$10,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

*Comments: Please confirm that the \$10,000 threshold at which a construction contract would require board approval is still consistent with district practice.*

**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

**Change Orders**

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

For purposes of this policy, all change orders shall be classified as one of the following two types.

Type One

Type One change orders are changes resulting from one or a combination of factors such as: design problems that prevent the facility from functioning as designed, a specific issue that was not clearly addressed in the plans and specifications, or noncompliance with codes due to new interpretations of existing codes or new code provisions with which the District must comply. Approval of Type One change orders usually must be made quickly to maintain the integrity/functionality of and to avoid delaying the project or in the worst case, stopping the work.

To facilitate Type One change orders, an amount equal to the amount listed below with the corresponding type of project, delivery method of the project, and cost of the project, shall be set aside at the beginning of the project. The Superintendent may approve these change orders. If the requests for Type One change orders exceed the amount set aside prior to completion of the project, the Board may approve an additional allowance for Type One change orders. Any additional requirements shall be approved in advance by the Board.

*New Construction Projects*

Construction Management at Risk, Design Build Delivery Method

Greater Than	Less Than or Equal To	Amount
\$0	\$25,000,000	\$200,000
\$25,000,000	\$100,000,000	\$300,000
\$100,000,000	\$200,000,000	\$400,000

Competitive Seal Proposals, Competitive Bidding

Greater Than	Less Than or Equal To	Amount
\$0	\$10,000,000	\$300,000
\$10,000,000	\$25,000,000	\$375,000

FACILITIES CONSTRUCTION

CV  
(LOCAL)

Greater Than	Less Than or Equal To	Amount
\$25,000,000	\$100,000,000	\$450,000
\$100,000,000	\$200,000,000	\$600,000

*Additions and Renovation Projects*

All Delivery Methods

Greater Than	Less Than or Equal To	Amount
\$0	\$10,000,000	\$400,000
\$10,000,000	\$25,000,000	\$500,000
\$25,000,000	\$50,000,000	\$600,000
\$50,000,000	\$100,000,000	\$700,000
\$100,000,000	\$200,000,000	\$800,000

Type Two

Type Two change orders modify the design of the project either to improve function or to accommodate a specified program need overlooked or not known at the initial design stage. Change orders valued above \$40,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

Reports to Board

The Superintendent ~~or designee~~ shall maintain a log of all change orders approved by the Superintendent and shall report the changes to the Board ~~on a monthly basis~~. Reports shall include the type of change, a brief description of the change, the reason for the change, and the cost of the change. The Superintendent ~~or designee~~ shall require due diligence from the appropriate professional design team members regarding the cost calculations and any credits due for change orders submitted by the contractor.

**Project Administration**

All construction projects shall be administered by the Superintendent ~~or designee~~.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Superintendent ~~or designee~~ has accepted the work.



### PROPOSED REVISIONS

The Board shall have complete authority in regard to naming or re-naming any facility, property, or fixture (building, annex, stadium, grove, area, fountain, scoreboard, clock, and the like). The Board may appoint a committee to study and suggest possible names.

A new building shall be named for one of the following:0)

1. Historical or geographical site or community;
2. Deceased, significant individual;
3. Local, state, or national historical event or place;
4. Significant state or national figure; or
5. A person who has made a significant contribution to education in the District.

#### **Nomination Process**

The nominations of names shall be publicized and solicited through available media sources. An individual or group may nominate names, in accordance with this policy.

If the nominated name is of a historical or geographic site, the name submitted shall be accompanied by a written rationale and/or a description of the significance of the name.

If the nominated name is of an individual, the name submitted shall be accompanied by a written rationale and/or a description of the named person's accomplishments. Each name nominated shall fulfill the following criteria:0.

1. The nominee shall be widely respected, regardless of any partisan affiliation.
2. The nominee shall be a person of character who embodies a wholesome image that would be expected to stand the test of time.
3. The nominee shall have a background of service to people of the District, Texas, and/or the United States.

#### **Dedications / Memorials**

The dedication of a facility in memory of an individual shall follow the same guidelines. Any memorial or similar type of addition, property, or fixtures to be erected on or attached to grounds or a facility must first be approved by the Board. Prior to deliberation and action, plans outlining all aspects of the proposed memorial, site, and installation process must be submitted to the Board in the same manner described in this policy for nominations of names for new facilities.

NAMING FACILITIES

CW  
(LOCAL)

**Plaques**

Each building or addition shall have a plaque attached upon completion. The plaque shall list the building name and the names of the Superintendent and Board members who served at the time the community voted to pass the bonds, at the time the contract was ~~let~~awarded, and at the time of the dedication for the building or addition. The architect and construction date shall also be included.

*Comments: A very minor grammatical revision is recommended.*

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Update on School Safety and Security  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Brandon Evans  
**Attachments:** N/A

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**Background Information:**

This board agenda item was requested by the board to discuss School Safety and Security.

**Administrative Recommendation:**

N/A

**Sample Motion:**

N/A

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Discussion of Bus Route Redesign and Bell Schedule Adjustment  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Laurelyn Arterbury  
**Attachments:** Discussion of Bus Route Redesign and Bell Schedule Adjustment Presentation

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## **Background Information:**

During the May 19th board meeting, administration presented an overview of the bus route redesign and subsequent bell schedule adjustment for the 22-23 school year. Trustees requested that this item be added to a future agenda for discussion.

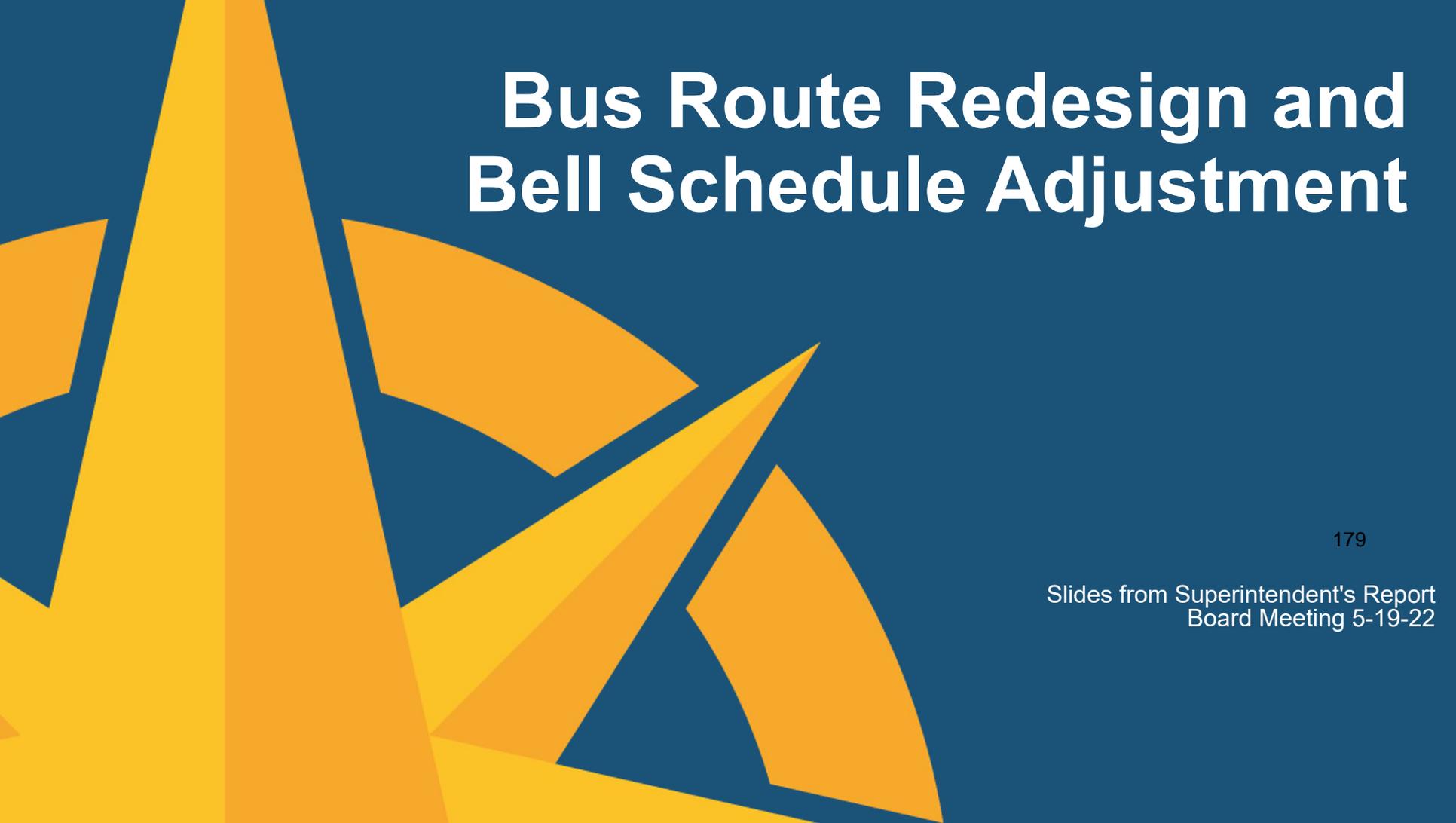
The slides for tonight's presentation were taken from the Superintendent's Report as presented at the board meeting on May 19, 2022.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

N/A



# Bus Route Redesign and Bell Schedule Adjustment

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Slides from Superintendent's Report  
Board Meeting 5-19-22

# History

## 2018-2019

- A committee of trustees and staff members was formed to research and discuss options to improve transportation by addressing these two questions:
  - Are the start and end times of our schools adequate to allow transportation to effectively and efficiently transport our students?
  - Do we have adequate minutes in the school day to meet the needs of our students and staff?
- Findings and recommendations were presented to the Board in January, April and May 2020

## 2020

- Recommended changes from the committee were implemented in the Fall of 2020 to create a triple tier bell schedule:
  - Adjusting the school start and end times
  - Increasing the amount of time between each level's start time
  - Adjusting order of school times to start with elementary school first, middle school second, high school last

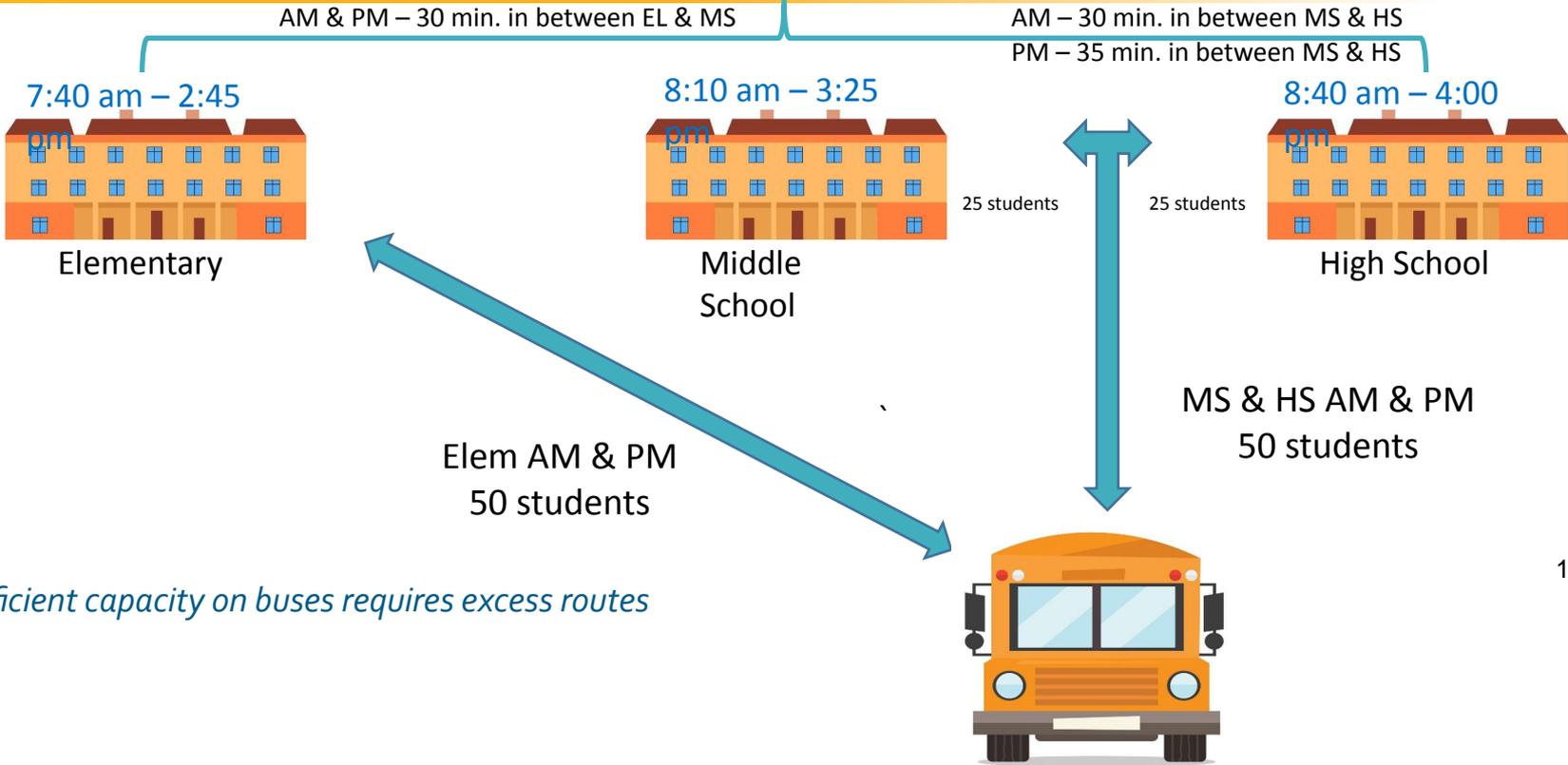
180

The committee did review adding 45 minutes between each level, and believed it would provide additional relief to transportation, but they did not feel that the summer of 2020 was an appropriate time to recommend that change.

# Current Reality

- Driver/Monitor Shortage
  - Multiple drivers running 2 routes per level
  - Average of 30 routes uncovered each day
- Increased Traffic
  - GHS/DMS, VHS/FPMS, VRHS/HMS, RHS/WMS, AKIN/FSMS
- Ridership numbers continue to increase
  - Pre-K, Special Programs Transportation, Early College High School 2022
- Multiple routes arriving to the school 15-30 minutes late in AM/PM

# Route Example with Current Bell Schedule



• *Inefficient capacity on buses requires excess routes*

Not a True Triple Tier Route

# Action Taken

## **Hop, Skip, Drive (contracted service)**

- Implemented in December to assist in transporting students from far distances or very low ridership on certain routes
- Currently 60 students utilize this service

## **Smart Tag**

- 6 pilot campuses
- Drivers are using the system daily to become familiar
- District wide August 2022

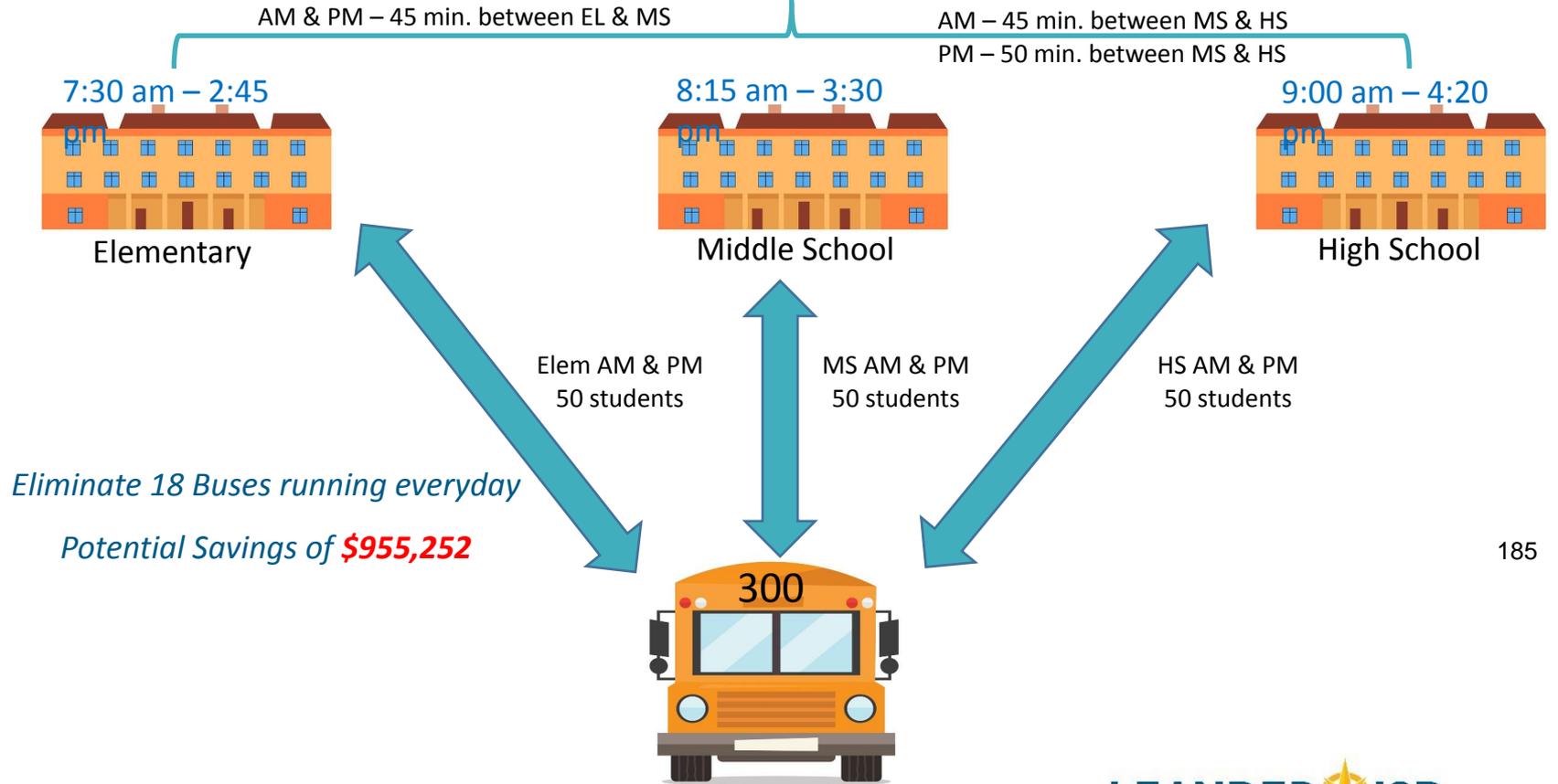
## **Two outside companies audited our transportation department and recommended the following:**

- Adjust bell times with a minimum of 45-55 minutes between each level
- Restructured bus routes which resulted in a reduction of 18 routes, saving the district approximately 1 million dollars annually

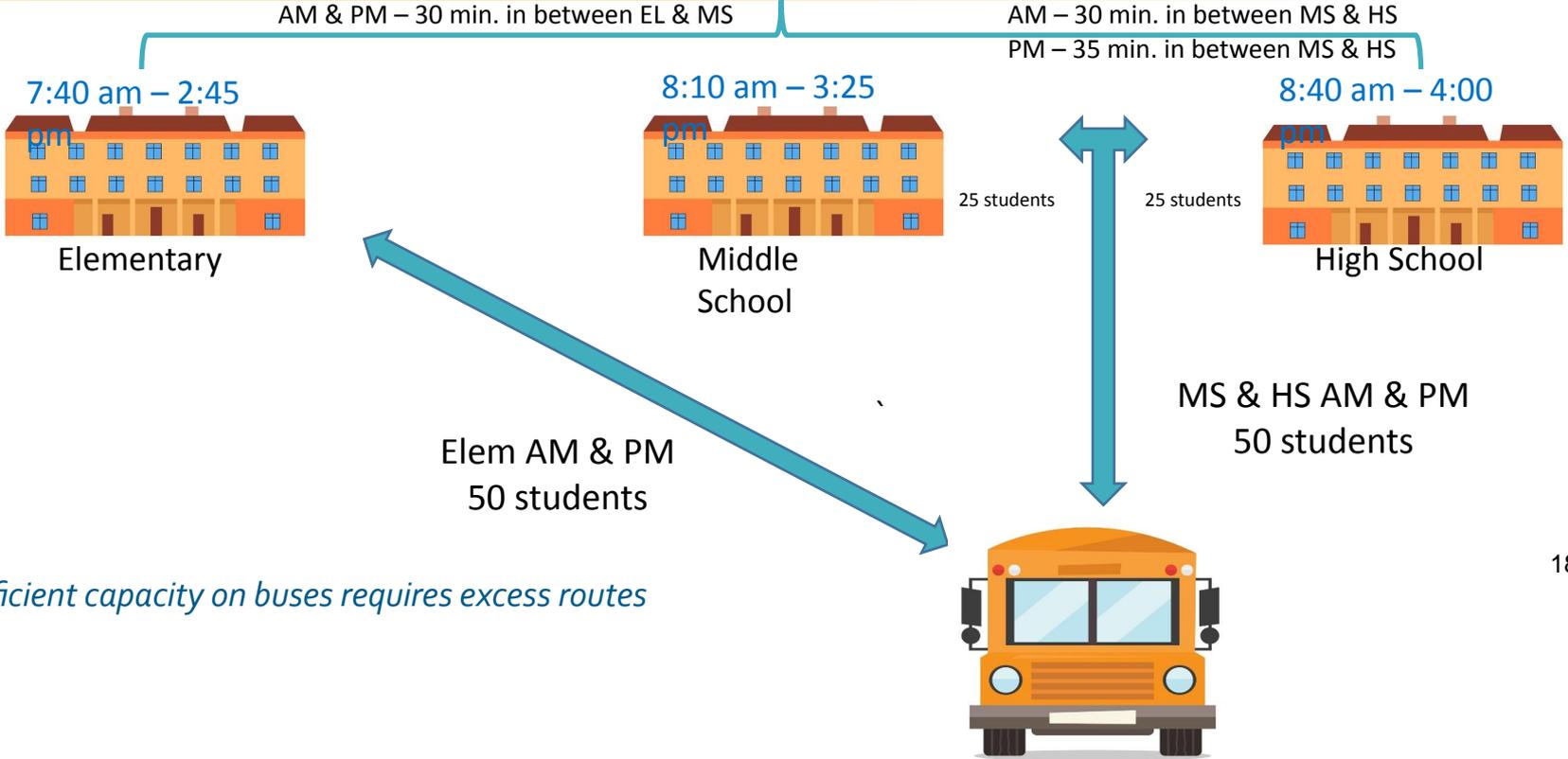
# Ideal Situation

- Improve On Time Performance
  - Students Arrive to School On Time
  - Student Arrive to Home at a Reasonable Time
  - Potentially Reduce Time Students on the Bus
- More Efficient Routes
  - Reduction of FTE's - Not Reduce Current Staff Members
  - Cost Savings of almost 1 million dollars
- Ability to Continue Transporting Students in Specialty Programs and Schools of Choice 184
- Increased Safety
  - Decrease Peak Traffic Density Around Campuses Close to One Another

# Maximizing Routes with Proposed Bell Schedule



# Route Example with Current Bell Schedule



- *Inefficient capacity on buses requires excess routes*

Not a True Triple Tier Route

# Bell Schedules

	2019-2020	2020-2021	Proposed 2022-2023*
<b>Elementary</b>	7:45 am - 2:50 pm	7:40 am - 2:55 pm	7:30 am - 2:45 pm
<b>Middle</b>	8:55 am - 4:05 pm	8:10 am - 3:25 pm	8:15 am - 3:30 pm
<b>High</b>	8:40 am - 3:45 pm	8:40 am - 4:00 pm	9:00 am - 4:20 pm

187

*\*The proposed 22-23 bell schedule, with 45 minutes between levels, aligns with the 2018 committee findings and the recommendations from the two outside Transportation audits.*

# ThoughtExchange Feedback



**3,299**  
Participants



**2,830**  
Thoughts



**64,491**  
Ratings

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# ThoughtExchange Feedback

Please select which of the group(s) below best describes your involvement with our schools:



%		Answer <i>(Multi-select)</i>
58%	(1897)	Parent / Guardian
20%	(656)	Teacher / Staff Member
28%	(918)	Student
3%	(119)	Community Member
1%	(33)	Other

189

# ThoughtExchange Feedback

Which of the following options do you identify with:



%		Answer <i>(Multi-select)</i>
41%	(1340)	Elementary School
23%	(740)	Middle School
64%	(2057)	High School
1%	(35)	Other
0%	(1)	Answer not available

190

# ThoughtExchange Feedback

## THOUGHTS

### Key Thoughts

**High schoolers should be let out earlier.** They have jobs and/or play preprofessional sports. Later bell times make it harder for them to get to these important places on time.

4.6  (21 )  
Ranked #1 of 2830

**rehearsals are going to run even later** bad for students doing homework and teachers time with family

4.5  (29 )  
Ranked #2 of 2830

**I do not like it. I would rather go to school earlier and leave earlier** Club activities usually last 2 hours and I don't like the fact that I will be going home at 7:20+

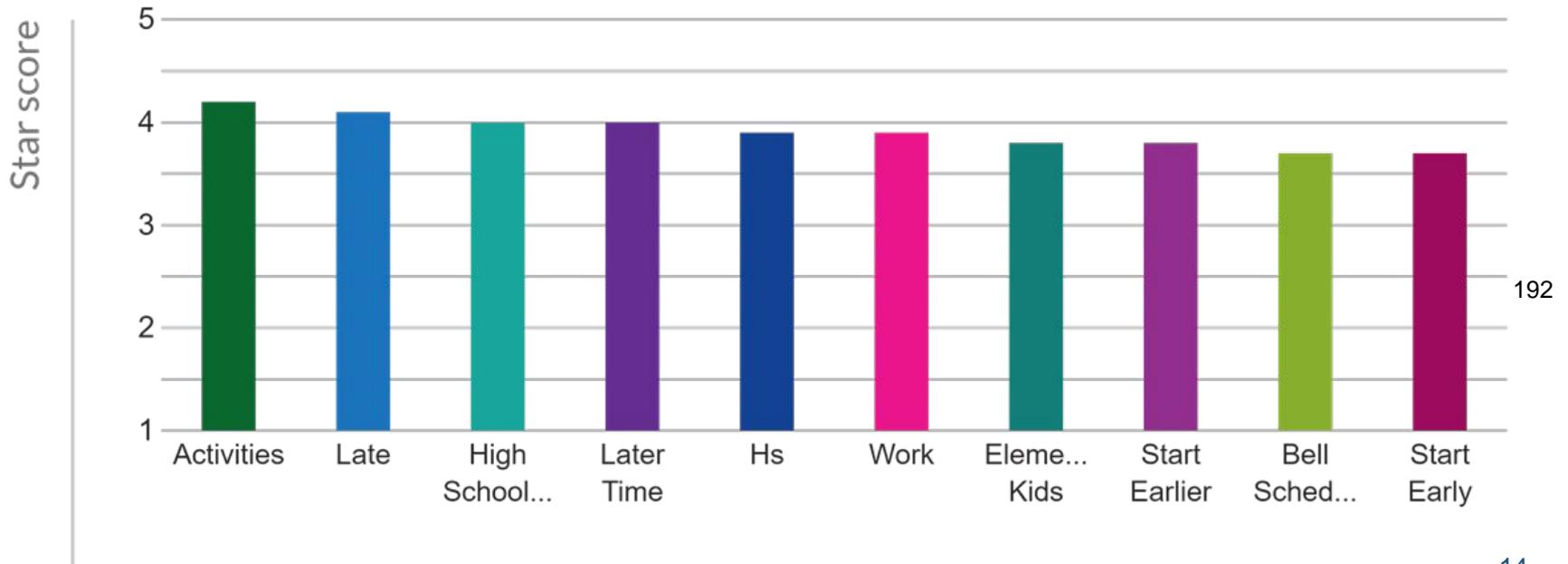
4.5  (28 )  
Ranked #3 of 2830

191

# ThoughtExchange Feedback

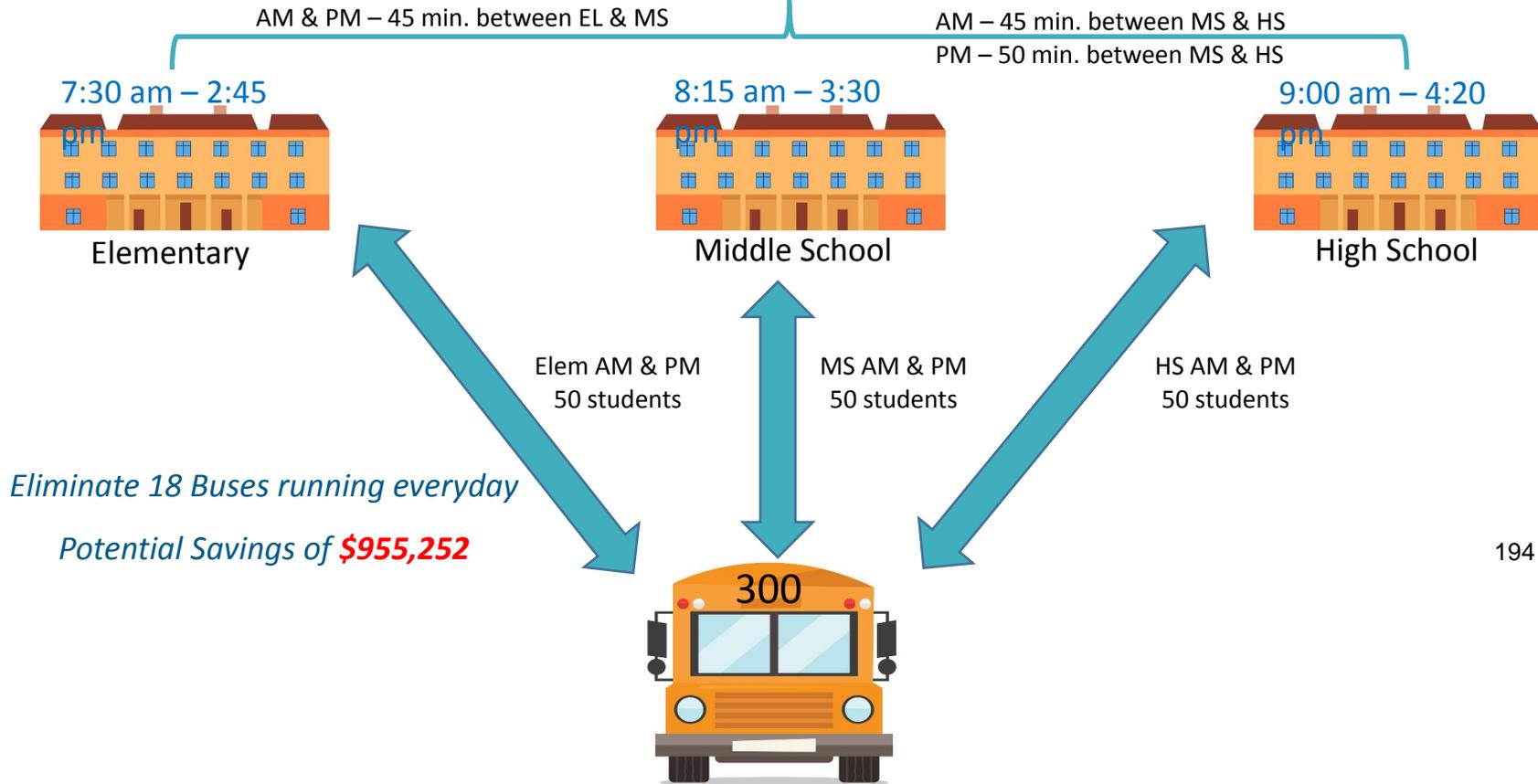
## AI GENERATED THEMES

Top Themes by star score





# Maximizing Routes with Proposed Bell Schedule



# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Approval of Food Service Management Contract  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Brandon Evans  
**Attachments:** Food Service Management Contract

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## **Background Information:**

The District is required to procure a Food Service Management Company (FSMC) every five (5) years. However, this year the District was required to move the Request for Proposal (RFP) ahead one year based on an audit of the Texas Department of Agriculture (TDA) by the United States Department of Agriculture (USDA) in 2020. In the federal audit, USDA had numerous findings TDA was required to correct. One of the findings was that all Texas school districts that partner with a food service provider to be under a fixed cost agreement. At the time, LISD was under a cost reimbursable contract with Southwest Foodservice Excellence (FSE).

At the beginning of January 2022, the District began the RFP process for the food service contract. Four (4) food service management companies submitted proposals; Aramark, Chartwells, Sodexo and Southwest Food Excellence. A committee of five (5) District staff (three District administrators and two campus principals) reviewed the proposals. At the beginning of April, the District submitted the committee's recommendation to TDA and on May 24<sup>th</sup> the District received notification that the proposal had been accepted. The results with Sodexo as the selected vendor was approved by TDA. The term of the agreement will be from July 1, 2022, to June 30, 2023. The agreement includes four (4) one-year extensions options.

## **Administrative Recommendation:**

Administration recommends that the Board award the Food Service Management Contract to Sodexo.

## **Sample Motion:**

I move that the Board award the Food Service Management Contract to Sodexo.

## IV. FINAL CONTRACT

### A. Duration of Contract

Unless terminated in accordance with Section V, paragraph K, this Contract will be in effect for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023, and may be renewed for four (4) additional terms of one year each upon mutual agreement between SFA and FSMC and subject to fulfillment of all contract terms designated herein.

### B. Contract Documents

Only the following attachments and documents may be included in the Contract document.

1. Original RFP
2. Exhibit A – Site Information – Services Required
3. Exhibit B – Budget
4. Exhibit C – Charts
5. Exhibit D – Designation of Program Expenses
6. Exhibit E – Employees
7. Exhibit F – Food Specifications
8. Exhibit G – Price Proposal Form
9. Exhibit H – Equipment Investment
10. Exhibit I – Applicable Laws
11. Exhibit J – Anti-Collusion Affidavit
12. Exhibit K – Procurement – Certification Regarding Lobbying
13. Exhibit L – Disclosure of Lobbying Activities
14. Exhibit M – Menu Cycles
15. Exhibit N – Price Determination Certificate
16. Exhibit O – SFA Certification of Acknowledgement
17. Exhibit P – FSMC Certification Acknowledgement
18. Exhibit Q – Non-Delegable School Food Authority (SFA) Responsibilities
19. Exhibit R – Debarment Certification

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### C. Proposal Computation Method

Estimated totals must be carried out to the second decimal place and must not be rounded.

### D. Renewal Assumptions

Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the Child Nutrition programs. However, at a minimum, a change is material if, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable. For example, equipment installation may not be stipulated for subsequent contract renewal years.

1. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals. The term materially consistent shall mean that a change does not (1)

materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.
3. Usable USDA Foods of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
4. The government reimbursement rates in effect shall remain materially consistent throughout the year.
5. Meal components and quantities required by any of the programs selected in V. of this RFP and Contract, Section 2. Scope and Purpose, remain consistent with prior years.
6. Service hours, service requirements, and type/number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the contract term and any subsequent renewal years.
7. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
8. The projected number of full feeding days is: 176 (Number) and shall remain materially consistent in renewal years.
9. If participating in Seamless Summer Option (SSO), the projected number of full feeding days for SSO is: approx. 50 (Number) and shall remain materially consistent in renewal years. If participating in Summer Food Service Program (SFSP) see Section O.
10. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.

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#### **E. Contract Cost Increase**

The FSMC may negotiate at the end of each one-year contract period for a cost increase. Any proposed increase cannot exceed the annual percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding year.

All contract renewals shall be for a period of one year beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by TDA and signed by both parties. Failure to have renewal contracts fully executed prior to July 1<sup>st</sup>, will lapse this contract, and require the SFA to re-bid the contract unless a written request for approval is submitted to and granted by TDA. Renewal year contracts are contingent upon fulfillment of all contract provisions. If TDA determines during an Administrative Review, Procurement Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for non-compliance of program regulations, TDA may decline to approve a renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and compliance with program regulations.

#### **F. Severability**

If one or more provisions of this contract or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **G. Silence, Absence, or Omission**

Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

**H. TDA Review**

This Contract may not be executed until TDA approval is provided. Costs incurred prior to TDA approval may not use federal child nutrition funds.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

## V. STANDARD TERMS AND CONDITIONS

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" means monthly (a specific period of time (e.g., monthly and quarterly))
2. "Allowable Cost" means costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles."
3. "Applicable Credit" means the meaning established in 2 CFR 200.406(a).
4. "Charge" means any fixed-priced meal rates as outlined in the contract. No additional administrative fees may be assessed.
5. "Contract" means this RFP and Contract and the attached exhibits.
6. "Direct Cost" means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder.
7. "Effective Date" means July 1, 2022.
8. "Fixed Price" means an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed price contract, the FSMC is the purchasing agent. The SFA is charged one fixed price. Included in the fixed price are:
  - a. Menu development specific to the operation
  - b. Nutrition education materials and program expense
  - c. Design services specific to the operation
  - d. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
  - e. Personal representation, visitation, and coverage on a regular basis by a principal of the FSMC
  - f. All accounting
  - g. All payroll costs and documentation
  - h. Administrative dietetic, nutritional, sanitation, and personnel advice
  - i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
  - j. All training costs for FSMC employees
  - k. All travel costs for training for FSMC employees
  - l. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials.
9. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract. Any expenses borne by the FSMC should be included in their proposed priced price.
10. "Material Change" means any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other respondents known of these changes in advance, they could have proposed differently and more competitively (USDA Contracting with Food Service Management Companies – guidance for School Food Authorities- May 2016).
11. "Meal Equivalent" is a numerical value derived by dividing the à la carte revenue by the per meal sum of the Federal and State Free reimbursement plus the value of USDA entitlement and bonus foods. À la carte revenue should include all sales to adults and à la carte sales to students. (*Contracting with Food Service Management Companies: Guidance for School Food Authorities, May 2016*)
12. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the Nonprofit School Food Service Account.
13. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.
14. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
15. "Proposal" means Food Service Management Company's response to the RFP and Contract.
16. "RFP" means SFA's Request for Proposal and Contract, # 22014M27 (RFP #) and all its attachments.
17. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section N of this Contract.
18. "SFA" or "School Food Authority" means the school food authority as defined in 7 CFR 210.2.

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19. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit B" and fully incorporated herein.
20. "SFA's Food Service Facilities" means the areas, improvements, personal property, and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
21. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees, and authorized visitors, as outlined in the scope and purpose, Section A.
22. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
23. "Summer Program" means either the Summer Food Service Program or the Seamless Summer Option identified hereinbelow, and in which SFA participates.
24. "TDA" means the Texas Department of Agriculture.
25. "USDA" means the United States Department of Agriculture, Food and Nutrition Service.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

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**A. Scope and Purpose**

1. During the term of this Contract, FSMC shall operate SFA’s Food Service Program in conformance with SFA’s agreement with the Texas Department of Agriculture’s (TDA) Food and Nutrition Division (FND).
2. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as “Exhibit A” and fully incorporated herein. The proposals submitted must be inclusive of all of the SFA’s current programs requested in the RFP. However, the SFA reserves the right to add and/or expand the federal child nutrition program to provide the availability of food resources to children and students that can be served through these programs if a material change does not exist, and prior approval is granted by the State Agency before adding child nutrition programs. The SFA also reserves the right to remove child nutrition programs.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP)     | <input checked="" type="checkbox"/> Catering                           |
| <input checked="" type="checkbox"/> Seamless Summer Option (SSO)             | <input type="checkbox"/> Concessions (operated by the FSMC)            |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP)           | <input checked="" type="checkbox"/> Vending (FSMC supplied machines)   |
| <input checked="" type="checkbox"/> Breakfast in the Classroom               | <input type="checkbox"/> Special Milk Program (SMP)                    |
| <input type="checkbox"/> Universal Breakfast                                 | <input checked="" type="checkbox"/> Summer Food Service Program (SFSP) |
| <input checked="" type="checkbox"/> NSLP After School Care Program (ASCP)    | <input checked="" type="checkbox"/> Disaster Feeding                   |
| <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input type="checkbox"/> Other: _____                                  |
| <input checked="" type="checkbox"/> À la carte/Adult Meals/Non-Program Sales | <input type="checkbox"/> Other: _____                                  |
| <input type="checkbox"/> Child and Adult Care Food Program (CACFP)           |  |
| <input type="checkbox"/> At-Risk Snacks                                      |  |
| <input type="checkbox"/> At-Risk Supper                                      |  |

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3. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
4. The food service provided shall be operated and maintained as a resource to the SFA’s students, faculty.
5. The FSMC shall comply with the rules, regulations, policies, and instructions of TDA and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250; Title 2 CFR part 180, 200, 417, and 418; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.
6. The FSMC’s operation of SFA’s Food Service Program shall include the performance by the FSMC of all the Services described in this Contract, for the benefit of SFA’s students, faculty, and staff.
7. The SFA shall retain signature authority for the application/contract, free and reduced-price policy statement, and Programs indicated in Section A, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))
8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals’ eligibility documentation. (7 CFR 210.7(c), 7 CFR 210.9(b)(18) and 7 CFR 245.6(e))
9. The FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by TDA for the programs listed in Section A, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8(b).

10. The SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related to decisions regarding eligibility for free or reduced-price meals and free milk, if applicable.
11. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.
12. The SFA and the FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.324(d).
13. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules, and policies including regulations, rules, and policies of TDA and USDA regarding the School Nutrition Programs.
14. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
15. The SFA shall establish all selling prices, including price adjustments, for all reimbursable, non-reimbursable meals/milk, à la carte, and non-program sales (including vending, adult meals, contract meals, concessions, and catering) prices.
16. The SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
17. The SFA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR 210.16(a)(3))
18. If there is more than one SFA Food Service Location, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall always retain responsibility for the counting and claiming system. (7 CFR 210.8(a)(1))
19. FSMC shall maintain all records necessary, in accordance with applicable regulations, for the SFA, TDA, and USDA to complete required monitoring activities and must make said records available to the SFA, TDA, and USDA upon request for the purpose of auditing, examination, or review. (7 CFR 210.16(c)(1)). Records shall be retained in accordance with 7 CFR 210.23(c). The FSMC shall promptly submit all claims information to the SFA by the fifth business day following the month to be claimed.
20. Payments on any claim shall not preclude the SFA from adjusting payment to FSMC of any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
21. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Changes to the scope of services to be provided by FSMC beyond the original intent of this RFP and Contract that would constitute a material change to the RFP/Contract will require this Contract to be rebid.
22. FSMC shall cooperate with SFA in promoting nutrition education, health, and wellness policies, and coordinating SFA's Food Service Program with classroom instruction.

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23. FSMC shall comply with applicable federal, state, and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulations at 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; 2 CFR 200.318-326, Appendix II to Part 200; 2 CFR 400; 2 CFR 415; 2 CFR 416; 2 CFR 418, and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit I" and fully incorporated herein by reference.
24. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
25. FSMC shall comply with all SFA building rules and regulations.
26. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor 203 anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards as outlined in the SFA's written code of conduct. (See SP 09-2015; and 2 CFR Parts 200.112 & 318)
27. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food services, such as money or rebates for school improvements and student scholarships, are not allowable.
28. The  SFA or  FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state, or local law.
29. In all services operated by the FSMC for the SFA's School Nutrition Program, the parties shall operate the Program according to federal, state, and local regulations.
30. If the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC shall operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for the operation of the FFVP may be used for administrative expenses.

## B. Food Service

1. FSMC shall serve meals on such days and times as aligned to the district calendar and the nutrition programs the SFA has indicated in Section A, Scope and Purpose in this document as requested by the SFA.
2. SFA shall retain control of the quality, extent, and general nature of food service.
3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section A, Paragraph 2 herein.
4. For an FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
5. FSMC shall provide meals for all programs operated by the CE that meet the meal pattern set by USDA. TDA provides detailed information on applicable meal patterns in the *Administrator's Reference Manual (ARM)* which is available at *Squaremeals.org*.
6. FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, which does not meet the detailed specifications for each food component or menu item in accordance with 7 CFR 210.16(c)(3), or that do not otherwise meet the requirements of the contract.
7. FSMC shall promote maximum participation in the Programs.
8. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
9. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet School Nutrition Program requirements.
10. FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods unless otherwise exempted by FNS. Such a statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR 210.10(g)(1); SP 40-2017; SP 26-2017; and SP 59-2016). The FSMC may make a substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Accommodations for special dietary needs for students without medical disabilities are an SFA decision. If a substitution is made to accommodate the special dietary needs of one student, the same accommodation must be made for all students with the same dietary need (reference: 7 CFR 210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, "Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff".)
11. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent, or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR 210.10(d)(3) and 7 CFR 220.8)

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### C. Use of Advisory Group/Menus

1. SFA shall establish, and the FSMC shall participate in the formation, establishment, and periodic meetings of an SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))
2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as "Exhibit F" and fully incorporated herein, and that meet School Nutrition Program requirements. The 21-day cycle menus developed and provided by the SFA allows the FSMC to determine the bid price. These menus should be followed without any changes to specifications unless agreed upon by the SFA. Such changes may not result in a different fixed rate. The menus are attached to this Contract as "Exhibit M" and fully incorporated herein. At a minimum, such food specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients, and all USDA-required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style, and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Food Specification identified for the 9<sup>th</sup> day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at SFA. 205
3. FSMC must follow: (i) the 21-day menu cycle and food specifications developed by the SFA for the NSLP; (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP; (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program; and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program. (Reference 7 CFR 210.16(b)(1)) or any other program operated on behalf of the SFA.
4. FSMC shall serve à la carte items that meet all state and federal School Nutrition Program requirements. FSMC shall provide documentation that demonstrates that all non-program foods and meals, such as à la carte items, comply with all applicable School Nutrition Program requirements.
5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program, or the à la carte items without the written approval of the SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16 and 7 CFR 210.10) Any changes or variances requested by an FSMC for substitutions to the SFA menu of lower quality food items shall be justified and documented in writing by FSMC. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, TDA, and USDA for review upon request. (7 CFR 210.16(c)(1) and 7 CFR 210.23)
6. FSMC must submit an FFVP (Fresh Fruits and Vegetable Program) cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, (available from the FNS website, and as described in current guidance from USDA and TDA) if operated.
7. FSMC must comply with SFA's local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

### D. Purchases

1. Whether the SFA conducts its procurement or whether the FSMC procures products on behalf of the SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
2. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or TDA review. Cost should be broken into two categories: (1) operational cost and (2) administrative cost.
  - a. Operational costs should cover the primary cost to run the FFVP to include the purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges; non-food items or supplies that are

used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.

- b. Administrative costs are used principally to support planning and to manage the program. The SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. TDA will monitor the SFA and FSMC to ensure strict compliance with this provision.
  - c. The FSMC must return the full value of USDA Foods to the CE.
3. FSMC shall complete such purchasing activities in a manner that does not result in duplication of services or expenses in accordance with 2 CFR Part 200.318(d). An FSMC and SFA shall ensure that no conflict of interest exists between the third-party purchasing agent if any, and the SFA's contracted FSMC. The FSMC must not procure additional goods or services beyond what is stipulated in this Contract from the FSMC, the FSMC's parent company, or any subsidiaries of the FSMC's parent company to avoid duplication of services.
  4. SFA shall ensure that FSMC shall comply with all applicable competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR 200.318-327. In addition, SFA shall ensure that FSMC shall comply with all applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; 2 CFR 200.318-327, Appendix II to Part 200; 2 CFR 400; 2 CFR 416; 2 CFR 418 and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR 225(SFSP), if applicable; 7 CFR 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1).
  5. SFA and FSMC acknowledge that to the extent required by 7 CFR 250.17(e), 2 CFR Part 200, SP 38-2017, and SP 32-2019, SFA must, to the maximum extent practicable, purchase only domestic food and food products for the National School Lunch Program and School Breakfast Program that are produced and processed in the United States using over 51% domestic foods, by weight or volume. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, the SFA only may approve an alternative or exception. Requests for exception must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute(s), and ii) Availability of the alternative domestic substitute(s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food or food product; and iv) Price of the non-domestic food or food product that meets the required specification of the domestic food or food product.
  6. To indicate a geographic preference, the SFA must check ONLY ONE of the following:  
 For this contract, SFA requires that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.  
 For this contract, SFA does not require that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.

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#### E. USDA Foods

1. SFA shall retain title to all USDA Foods.
2. SFA shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. 7 CFR 210.16(6)

3. SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC. (7 CFR 210.9(b)(15))
4. SFA shall ensure that FSMC has credited it for the value of all USDA Foods received for use in SFA's meal service in each School Year. The value of foods received shall appear as a credit on the invoice for the month in which the donated food was allocated except that the contractor must credit the school district for the value of all USDA Foods received for use in the school district meal service in the School Year. This must include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR part 250.51(a)
5. SFA shall maintain final responsibility for management and oversight of the procurement for processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. (7 CFR 210.16, 7 CFR 250.50(d))
6. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250; 7 CFR 250.53(a)(8).
7. FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225, and 226, as applicable.
8. The FSMC shall credit the SFA the value of USDA Foods contained in the end products at the processing agreement value not less frequently than annually. (7 CFR 250.50(c); 250.53(a)(3)). All refunds received from processors must be credited on invoices submitted to the SFA's Nonprofit School Food Service Account. (7 CFR 250.51(a-b)) The method used to determine the donated food values may not be established through a post-award negotiation or any other method that may directly or indirectly alter the terms and conditions of the procurement or contract.
9. FSMC must accept and use all USDA donated ground beef and ground pork products, and all processed end products in the SFA's Food Service Program, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used). Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork, and processed end products to SFA. (7 CFR 250.51(d); 7 CFR 250.52(c); 7 CFR 250.53(a)(5))
10. FSMC further agrees to accept and use all other USDA Foods in SFA's food service. FSMC  may or  may not use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program. (7 CFR 250.53(a)(6))
  - a. SFA shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
  - b. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFA's food service. The market value shall be the allocated value provided to the SFA in the Texas Unified Nutrition Program System (TX-UNPS). (7 CFR 250.51(a))
  - c. At the end of the year, the FSMC shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The contractor shall provide final credit of any balance due to the school district. The total credit given for USDA Foods in each year must equal the USDA Foods, including bonus foods, allocated to the SFA. The credits must also encompass any transfers from other SFAs and/or the state agency accepted in excess of directly allocated USDA Foods.

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11. FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required by 7 CFR section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of 250.13(e). FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
12. FSMC shall credit SFA for the full value of all USDA Foods allocated for use in the SFA's meal service during the School Year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term. Any extensions or renewals of this contract, if applicable, are contingent upon the fulfillment of all contract provisions related to foods.
13. FSMC will comply with 7 CFR 250.14(b); 250.52, and 250.53(a)(9) concerning storage and inventory management of USDA Foods in accordance with 7 CFR 250.52. (7 CFR 250.53(b)) Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods. 208
14. FSMC will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of foods processed in products to the SFA, in accordance with requirements in 7 CFR Part 250 subpart C.
15. FSMC shall allow SFA and/or any state or federal representative or auditor, including USDA or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. (7 CFR 250.53(a)(10))
16. FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR 250.54(b). (7 CFR 250.53(a)(11))
17. In this fixed-meal rate contract, the proposal/bid rate per meal must be calculated as if no USDA Foods were available.
18. FSMC acknowledges that the renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. (7 CFR 250.53(a)(12))

**F. Employees**

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for the efficient operation of the Programs.
2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 2, which is attached to this Contract as "Exhibit C" and fully incorporated herein, and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit E" and fully incorporated herein.

CHECK ONLY ONE:

Employees retained by:

- SFA (See Exhibit C, Chart 2)
- FSMC (See Exhibit E)
- Both SFA and FSMC (See Exhibit C, Chart 2, and Exhibit E)

3. Any employees to be transitioned to the FSMC payroll will be identified to include each position and the date of anticipated transition in Section N, Optional Requirements to be included herein.
4. For any employees retained by FSMC, SFA shall provide in Exhibit E a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.
5. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
6. If SFA is sharing FSMC employees with other SFAs, SFA shall identify in Chart 6 of the Exhibit C: Charts which is attached to this Contract and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA. SFA's budget shall reflect the percentage of time each employee will work at SFA and for which SFA will be charged.
7. SFA shall have final approval regarding the hiring of the Director (Position) assigned to the Food Service Program.
8. FSMC shall comply with all wages and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff. FSMC shall also be responsible for the hiring and termination of the non-management staff who are employees of FSMC.
9. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If a transition occurs, the FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay the cost of transferring SFA employees to FSMC payroll.
10. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
11. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
12. FSMC shall maintain its personnel and fringe benefits policies for its employees, subject to review by SFA.
13. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.
14. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
15. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
16. FSMC shall cause all its employees assigned to duty on SFA's premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
17. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

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18. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.
19. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with the intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
20. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR 210.30, throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract.

**G. Use of Facilities, Inventory, Equipment, and Storage**

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1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall always have full access to the food service facilities and for any reason, including inspection and audit.
2. At the commencement, termination, or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and the expiration or termination of this Contract and keep a copy of each on file with this Contract.
3. At the commencement and the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from (1) normal wear and tear; or (2) theft, fire, or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA Foods are received by SFA.
4. During this Contract, title to all SFA food and supplies shall remain with the SFA.
5. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
6. SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.

7. FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with SFA's agreement with TDA.
8. FSMC shall provide SFA with keys for all food service areas secured with locks.
9. SFA shall provide FSMC with local telephone service.
10. SFA  shall or  shall not provide water, gas, and electric service for the food service program. If SFA is providing water, gas, and electric service for the food service program, charges to the food service account shall be made at least quarterly. District may use this formula if kitchens do not have individualized meters:

District will:

- 1) Calculate the square footage of the kitchen by developing a percentage of utilities based on the square footage of the food service facilities in relation to the school's total square footage.
- 2) Determine the percentage of time the kitchen is in use compared to the total campus use. (The kitchen may operate 7 hours but the school day with activities may be 9 hours.)
- 3) Apply percentages to the average cost of the total utilities.

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The district will only charge utilities for kitchens during months of operation (if the kitchen was not operating in the summer. The district must not charge the food service operation for utilities during the summer months.) The district must not include cafeteria usage when the cafeteria is used for purposes other than feeding students (pep rallies, study hall, evening functions).

11. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
12. SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.
14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement.
16. FSMC shall comply with all SFA building rules and regulations.
17. FSMC shall not use SFA's facilities to produce food, meals, or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the Non-profit School Food Service Account.
18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food, and supplies owned by the SFA.
19. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

## H. Health Certifications/Food Safety/Sanitation

1. FSMC shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirements of 210.13(b). (7 CFR 210.9(b)(14))
2. FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR 210.16(c)(2))
3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
4. FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))
5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing, or serving meals at a SFA facility. (7 CFR 210.16(a)(7)) 212
6. SFA shall provide sanitary toilet and handwashing facilities for the employees of FSMC.
7.  FSMC  SFA shall be responsible for cleaning food service equipment, kitchen floors, hoods, and grease filters.
8.  FSMC  SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
9.  FSMC  SFA shall be responsible for the removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
10.  FSMC  SFA shall be responsible for all regular food service-related building maintenance, with the exception of normal clean-up.
11.  FSMC  SFA shall clean the kitchen and dining room areas. (See Exhibit D, Designation of Program Expenses)
12.  FSMC  SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
13.  FSMC  SFA shall place garbage and trash in containers in designated areas as specified by SFA.
14.  FSMC  SFA shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
15.  FSMC  SFA shall routinely clean grease traps, ductwork, plenum chambers, and roof fans.
16.  FSMC  SFA shall provide extermination services as needed.
17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.
18. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A).

19. FSMC shall allow at least two health inspections to be conducted by the Health Department at every site involved in the school meal preparation and/or service as required by 42 U.S.C. §1758(h)(1).

**I. Financial Terms**

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants, and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA's Non-profit School Food Service Fund.

2. All facilities, equipment, and services to be provided by the SFA shall be provided at SFA's expense.

3. Meals & Meal Equivalency Rate

a. For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals.

b. The FSMC and SFA shall determine à la carte meal/non-program equivalents by dividing the à la carte revenue by the per-meal sum of the Federal and State free meal reimbursement plus the per-meal value of USDA Foods entitlement and bonus USDA Foods entitlement. The equivalency factor shall be updated annually for any year that the contract is renewed.

c. Meal equivalents shall be determined with the following formula:

Sales (revenue in dollars)

(Federal Free Reimbursement Rate + State Match Reimbursement Rate + .07 meal certification, if applicable + USDA Entitlement Value)

4. Financial Guarantee

a. All revenue received in the operation of this contract must accrue to the nonprofit nutrition account.

b. As part of this RFP, and based on projected revenue and expenses (as outlined in Exhibit B), the SFA has determined that a financial guarantee  is or  is not required.

Breakeven position required       Financial Guarantee Amount \$ 500,000.00  
 Subsidy Amount \_\_\_\_\_       No Guarantee is Requested

c. If a guarantee is indicated, the SFA may evaluate this criterion up to five points. Providing a figure in excess of the guarantee is a value add and will not be considered as part of the evaluation. Additional points may not be given to guarantees not specified or other value adds.

d. Any guarantee offered by the FSMC shall be based on information contained in this RFP. Additional addendum and terms will not be permitted.

5. Payment Terms/Method

a. The FSMC must be paid at a fixed rate per meal/meal equivalent. The offer amount should be based on the assumption that no foods will be available for use. The method by which FSMC will use and account for USDA Foods shall be in accordance with Section E of the Standard Terms and Conditions hereinabove. FSMC shall invoice SFA within 14 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

- b. SFA shall make payment in accordance with the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
- c. FSMC must submit detailed documentation for each Accounting Period to support what the SFA is charged. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated hereinabove.
- d. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll, and withholding taxes, for FSMC employees. FSMC shall indemnify and hold SFA harmless for all claims arising from the non-payment of such taxes and fees.
- e. SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that the FSMC's operation of SFA's Food Service Program results in a deficit greater than the projected deficit stated in SFA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget, FSMC shall within 30 days pay SFA a guaranty payment as outlined in #4 above. In the event that the FSMC pays a guaranty, FSMC may not recover the guaranty from SFA in subsequent Contract years.
- f. SFA shall not be responsible for any expenditure incurred by the FSMC before the execution of this Contract and approval by TDA.

#### **J. Books and Records**

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10<sup>th</sup> day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 5<sup>th</sup> business day following the month in which services were rendered. SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
2. FSMC shall maintain records to support the SFA's claim for reimbursement and maintain all such records available upon request. 7 CFR 210.16(c)(1).
3. FSMC shall provide SFA with a year-end statement.
4. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.
5. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three years for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR 210.9(b)(17) and 2 CFR 200.334).
6. Authorized representatives of SFA, TDA, USDA, and USDA's Office of the Inspector General shall have the right to conduct on-site administrative reviews of the food service operation.
7. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

**K. Term and Termination**

1. If at any time, the SFA shall make a reasonable decision that adequate funding from federal, state, or local sources shall not be available to carry out its financial obligation to FSMC, then the SFA shall have the option to terminate this contract by giving 10 days written notice to the FSMC.
2. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood, or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists. 215
4. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any available administrative, contractual, and legal remedies against FSMC.
5. FSMC shall promptly pay SFA the full amount of any meal overclaims, disallowed costs, or other fiscal actions that are attributable to the FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.
6. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.
7. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to self-operated food service and with TDA to ensure a smooth and timely transition to the replacement FSMC or SFA.

**L. Insurance**

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.
2. The information below must be completed by SFA:
  - a. Comprehensive General Liability - includes coverage for:
    - 1) Premises - Operations
    - 2) Products - Completed Operations
    - 3) Contractual Insurance
    - 4) Broad Form Property Damage
    - 5) Independent Contractors
    - 6) Personal Injury
      - i. \$ 2,000,000.00 Combined Single Limit.
  - b. Automobile Liability coverage with a \$ 1,000,000.00 Combined Single Limit.

- c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of
    - ii. \$ 500,000.00
  - d. Excess Umbrella Liability with a combined single limit of \$ 6,000,000.00
3. The SFA shall be included as an additional insured on General Liability, Automobile, and Excess Umbrella policies.
  4. The contract of insurance shall provide notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
  5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

**M. Trade Secrets and Proprietary Information**

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title, interest, or copyright in such software and SFA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of SFA's obligations under this section are subject to SFA's obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce, or disclose the FSMC's confidential information. This provision shall survive the termination of this Contract.
2. Any discovery, invention, software, or program, the development of which is paid for by SFA, shall be the property of SFA to which TDA and USDA shall have unrestricted rights.
3. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use, or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

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**N. Optional Requirements to be Included**

FSMC must not incorporate into their agreement by any method, including an additional exhibit or guaranty terms, additional items beyond what is indicated in the RFP. Also, please note that using \$4,999.00 to avoid the \$5,000.00 TDA approval limit will prevent the SFA from increasing the amount later.

The scope of this Contract shall include these optional services. **Check options that apply.**

1. Financing of Certain Equipment.

(a) FSMC may finance equipment for SFA's Food Service Program in an amount not to exceed \_\_\_\_\_ per contract year. SFA will follow its usual procurement procedures for any transaction that is financed by FSMC; FSMC cannot be the vendor for any procurement that it finances for SFA. SFA shall repay any financing provided by FSMC at the current lending rate specified when the equipment was purchased, which sum shall be charged to SFA as a Direct Cost to the food service program or the SFA may make payments in accordance with an amortization schedule, as agreed upon by the SFA and FSMC. Ownership of the equipment shall at all times remain with SFA. Any equipment costing \$5,000 or more must have prior written approval by TDA (2 CFR 200.439(a)(3)).

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(b) If the contract expires or is terminated prior to the complete repayment of the investment, SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either (SFA must check appropriate box):

1) Deliver the equipment or other items funded by the investment to the FSMC in full release of the unpaid balance. OR

2) Retain the property and continue to make payments in accordance with the amortization schedule. (Reference: USDA Memo SP 40-2016, Updated Guidance: "Contracting with Food Service Management Companies, pages 42-43.)

2. Information Technology Systems

All Fees Must Be Part of the Fixed-Meal Rate. FSMC shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone, and utility service as may be required for the installation, implementation, operation, and maintenance of the IT System. FSMC's IT System shall provide the following services: \_\_\_\_\_

POS Note: If SFA has a Point of Service system (POS) or menu planning system/software in place which was purchased by SFA, the FSMC shall use the provided system without additional cost to the SFA. SFAs utilizing Primero Edge provided by TDA at no cost should not select this option. If the SFA does not have a POS system and wishes to use one provided by the FSMC, this option must be selected.

3. Will the SFA Transition Employee Positions to the FSMC?  Yes  No

If yes, the SFA shall identify each employee position to be transitioned to FSMC's payroll, anticipated date of transition, and the manner in which transition shall occur in Exhibit E.

4. Other: Regarding 3 above, current SFA employees will have the option to become FSMC employees and all new CNS hires will be FSMC employees.

**O. Summer Food Service Program (SFSP)**

**Check One:**  SFA does or plans to participate in the SFSP [*SFA must complete the entire section*]

SFA does not participate in the SFSP [*If this box is checked then Section O does not apply*]

1. SFA shall be responsible for determining the eligibility of all SFSP sites.
2. SFA, as a sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR §225.15 (a)(3).
3. Bonding requirements.
  - a. Bid guarantee (when the SFSP portion of the bid exceeds the Simplified Threshold of \$50,000 as applicable): Offeror shall submit with his or her bid a bid guarantee in the amount of \$ 1,000,000.00 [Enter an amount not less than 5 percent or more than 10 percent of the total bid price or may enter \$0, if SFSP bid does not exceed the Simplified Threshold of \$50,000 as applicable], which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guarantees other than bid bonds will be returned (a) to unsuccessful Offerors as soon as practicable after the opening of proposals and (b) to the successful Offeror upon execution of such further contractual documents. (i.e., insurance coverage) and bonds as may be required by the bid.
  - b. Performance guarantee (when the SFSP portion of the Contract exceeds \$50,000, restrictive Texas simplified acquisition threshold): FSMC must obtain a performance bond in the amount of \$ 2,000,000.00 [Enter an amount 10 percent or no more than 25 percent of the value of the Contract which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guarantees other than bid bonds will be returned to unsuccessful Offerors as soon as practicable after the opening of proposals. Performance bonds for the successful Offeror shall be held for the duration of the Contract. (7 CFR 225.15(m)(5-7)]
4. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
5. FSMC must comply with the 21-day menu cycle developed by SFA for the SFSP (Exhibit M) and include it in the RFP. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA shall inform TDA of menu changes for the SFSP.
6. SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during the operation of the program.
7. SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
8. FSMC may use foods to conduct SFSP in accordance with Section E of the Standard Terms and Conditions hereinabove and 7 CFR Part 225 and 2 CFR Part 200.

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**P. Certifications**

FSMC shall execute and comply with the following Certifications: (i) Debarment certification shall be provided by a) the SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or b) that by signing this Agreement that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas; or c) submitting the TDA Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form; and (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure of Lobbying Activities, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein.

**Q. Miscellaneous**

1. Emergency Notifications.

a. SFA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name: Adrienne Kinlaw  
Title: District Manager  
Telephone number: 972-921-5464  
Alternate telephone number: \_\_\_\_\_

b. SFA shall notify the FSMC of any delay at the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to: 219

Name: Adrienne Kinlaw  
Title: District Manager  
Telephone number: 972-921-5464  
Alternate telephone number: \_\_\_\_\_

2. Governing Law. This Contract is governed by and shall be construed in accordance with Texas and federal law.

3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4. Incorporation/Amendments. This Request for Proposal and Contract, which includes the attached Exhibits A–M (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA’s Request for Proposal and Contract. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.

5. **INDEMNITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, FSMC SHALL DEFEND, INDEMNIFY, AND HOLD SFA HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS, AND EXPENSES, INCLUDING REASONABLE COLLECTION EXPENSES, ATTORNEYS’ FEES, AND COURT COSTS THAT MAY ARISE BECAUSE OF THE ACTIONS OF FSMC, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS OR ACTIONS RESULT FROM THE NEGLIGENCE OF SFA, ITS EMPLOYEES OR AGENTS. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

6. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

7. **Notices.** All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To: SFA LISD - Brandon Evans - 204 W. South St., Leander, TX 78641

To: FSMC Allan Collins, Vice President, 4545 Fuller Drive, Suite 420, Irving, TX 75038

Copy: LISD Purchasing - P.O. Box 218, Leander, TX 78646

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of a facsimile transmission, when received.

8. **Severability.** If one or more provisions of this contract or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
9. **Silence, absence, or omission.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used. 220
10. **Subcontract/Assignment.** No provision of this Contract shall be assigned or subcontracted without the prior written consent of the SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly-owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
11. **Waiver.** The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants, or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or any subsequent breach or default on the part of the other party.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**AGREEMENT**

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated herein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Leander ISD

Name of SFA

\_\_\_\_\_  
Signature of Authorized Representative

221

Brandon Evans

Typed Name of Authorized Representative

Executive Director of Campus Support

Title

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

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

\_\_\_\_\_  
Name of FSMC

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

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

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

<b>Agenda Item:</b>	Discussion of all Matters Incident and Related to Declaring Expectation to Reimburse Expenditures with Proceeds of Future Debt Pursuant to the District's 2017 Bond Election Authorization, Including the Adoption of a Resolution Pertaining Thereto	
<b>Purpose (this meeting):</b>	<input checked="" type="checkbox"/> Discussion Item/Report Only	<input type="checkbox"/> Action Requested
<b>Action Requested (future meeting):</b>	Thursday, June 23, 2022	
<b>Administrator Responsible:</b>	Elaine Cogburn	
<b>Attachments:</b>	A RESOLUTION declaring expectation to reimburse expenditures with proceeds of future debt	

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## **Background Information:**

The district received voter approval for \$454,405,000 of projects under the November 7, 2017 bond election. To date, the district has sold \$286,868,926 of the authorization leaving \$167,536,074 to complete remaining projects and potentially use towards additional projects.

The administration has been working with PFM Financial Advisors to develop a timeline for issuing the authorized bonds. The goal has been to spend down all remaining cash from all previous sales and currently there is approximately \$9 million of cash remaining. We are looking at a sale of a portion of the 2017 authorization and a portion of the 2021 authorization occurring later this calendar year. The amount of bonds to be issued from the 2017 authorization is contingent upon decisions regarding the use of bond savings.

In order to cover potential cash needs prior to a future issuance of bonds, the administration is presenting for approval a Reimbursement Resolution. The Reimbursement Resolution would allow the district to pay invoices related to construction as they come due. If current cash balances from prior 2017 bond sales are exhausted prior to a future sale, the administration would cover construction and bond related invoices with General Fund dollars. Once the bond proceeds are received, the General Fund would be "repaid" any dollars used.

To reimburse the General Fund for these expenditures, the bonds would have to be issued within 18 months of the date the original expenditure was paid, or the related project is placed in service, whichever date is later. However, in no event can the bonds be issued later than 3 years after the original expenditure was paid. We anticipate issuing bonds to reimburse the General Fund within the next 12 months therefore the timeline would be met.

## **Administrative Recommendation:**

The recommendation is for the Board of Trustees to approve the Reimbursement Resolution to provide for the potential use of General Fund dollars to cover bond related costs under the 2017 authorization due and payable prior to the receipt of bond funds to be received at a future date with the intent to reimburse the General Fund for such costs.

## **Sample Motion:**

I move that the Board of Trustees adopt the Resolution declaring the expectation to reimburse expenditures with proceeds of future debt related to the 2017 Bond Election authorization.

A RESOLUTION declaring expectation to reimburse expenditures with proceeds of future debt.

WHEREAS, the Leander Independent School District (the "Issuer") intends to issue debt for the purposes of constructing, acquiring, renovating, improving and equipping school buildings of the District and the purchase of the necessary sites therefor, and acquiring school buses (the "Project") pursuant to an election held by the Issuer on November 7, 2017 and further intends to make certain capital expenditures for the Project and currently desires and expects to reimburse such capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. §1.150-2 (the "Regulations"), to fund such reimbursement with proceeds of tax-exempt obligations the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LEANDER INDEPENDENT SCHOOL DISTRICT THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project from funds on hand with proceeds of debt hereafter issued by the Issuer, and this resolution shall constitute a declaration of official intent under the Regulations. The maximum principal amount of tax-exempt obligations expected to be issued for the Project will not exceed \$167,536,074.

PASSED AND ADOPTED this June 23, 2022.

LEANDER INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

(District Seal)

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

<b>Agenda Item:</b>	Discussion of all Matters Incident and Related to Declaring Expectation to Reimburse Expenditures with Proceeds of Future Debt Pursuant to the District's 2021 Bond Election Authorization, Including the Adoption of a Resolution Pertaining Thereto	
<b>Purpose (this meeting):</b>	<input checked="" type="checkbox"/> Discussion Item/Report Only	<input type="checkbox"/> Action Requested
<b>Action Requested (future meeting):</b>	Thursday, June 23, 2022	
<b>Administrator Responsible:</b>	Elaine Cogburn	
<b>Attachments:</b>	A RESOLUTION declaring expectation to reimburse expenditures with proceeds of future debt	

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## **Background Information:**

The district received voter approval for \$33,298,077 of technology projects under Prop B November 2, 2021. No bonds have been issued under this authorization, but purchase orders for equipment have been issued.

The administration has been working with PFM Financial Advisors to develop a timeline for issuing the authorized bonds as well as a portion of the remaining 2017 authorization. We are looking at a sale of a portion of the 2017 authorization and a portion of the 2021 authorization occurring later this calendar year.

In order to cover potential cash needs prior to a future issuance of bonds, the administration is presenting for approval a Reimbursement Resolution. The Reimbursement Resolution would allow the district to pay invoices on issued purchase orders as they come due with General Fund dollars. Once the bond proceeds are received at a future date, the General Fund would be "repaid" any dollars used.

For these expenditures, the bonds would have to be issued within 18 months of the date the original expenditure was paid, or the related project is placed in service, whichever date is later. However, in no event can the bonds be issued later than 3 years after the original expenditure was paid. We anticipate issuing bonds to reimburse the General Fund within the next 12 months therefore the timeline would be met.

## **Administrative Recommendation:**

The recommendation is for the Board of Trustees to approve the Reimbursement Resolution to provide for the potential use of General Fund dollars to cover bond related costs under the 2021 authorization due and payable prior to the receipt of bond funds to be received at a future date with the intent to reimburse the General Fund for such costs.

## **Sample Motion:**

I move that the Board of Trustees adopt the Resolution declaring the expectation to reimburse expenditures with proceeds of future debt related to the 2021 Bond Election authorization.

A RESOLUTION declaring expectation to reimburse expenditures with proceeds of future debt.

WHEREAS, the Leander Independent School District (the "Issuer") intends to issue debt for the purposes of acquiring and updating technology equipment (the "Project") pursuant to an election held by the Issuer on November 2, 2021 and further intends to make certain capital expenditures for the Project and currently desires and expects to reimburse such capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. §1.150-2 (the "Regulations"), to fund such reimbursement with proceeds of tax-exempt obligations the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE LEANDER INDEPENDENT SCHOOL DISTRICT THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project from funds on hand with proceeds of debt hereafter issued by the Issuer, and this resolution shall constitute a declaration of official intent under the Regulations. The maximum principal amount of tax-exempt obligations expected to be issued for the Project will not exceed \$33,298,077.

PASSED AND ADOPTED this June 23, 2022.

LEANDER INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

(District Seal)

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Discussion of Capital Project Bond Fund Budget Amendments  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Action Requested (future meeting):** Thursday, June 23, 2022  
**Administrator Responsible:** Elaine Cogburn  
**Attachments:** Capital Project Bond Funds Amendment

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## **Background Information:**

As projects under the 2007 and 2017 bond programs are completed with excess budgets remaining, the Board is provided information to move the savings to the "Project Savings" line item. The last transfer of funds was approved on April 4, 2022 and brought the Project Savings balance to \$56,411,460.

A proposal to discontinue two projects from the 2017 bond program and reallocate those budgets to Project Savings was presented to the Bond Oversight Committee on May 18, 2022. Also presented was a proposal to use the funds under Project Savings for several new projects including the construction of Elementary 30. The Bond Oversight Committee approved these proposals and will be presenting their findings to the Board of Trustees on June 13, 2022.

The amendments presented at this time for the **Capital Project Bond Funds** (Funds 6XX) include closing out the budget for HS 8 land (\$21,411,300) and the South Transportation Satellite Center (\$3,100,000). The second part of this amendment reallocates Project Savings to new projects that were not in the 2017 bond program which include: construction of ES 30, HVAC design for several campuses, design of a 1,000-student elementary school, and design of the LHS master plan.

The amendment also includes providing budget for continued bond project management, the purchase/installation of portable buildings, and funding for Major Maintenance. The Board of Trustees approved using bond savings for portables and Major Maintenance on May 19, 2022. This amendment recognizes that action and provides budget for potential portable needs for two years. Also presented this month is a restoration of budgets closed out for two projects. Danielson MS and Tarvin ES projects need budgets restored due to some additional equipment needs. With approval of these budget amendments, the Project Savings line item will reflect a balance of \$10,161,555.

## **Administrative Recommendation:**

The administration recommends that the Board of Trustees approve the amendments to the project budgets under the Capital Project Bond funds to close out \$24.5 million of projects not being completed and authorizing the use of \$70 million of Project Savings towards new projects.

## **Sample Motion:**

I move that the Board of Trustees approve the amendments to the project budgets under the Capital Project Bond funds to close out \$24.5 million of projects not being completed and authorizing the use of \$70 million of Project Savings towards new projects.

**Leander Independent School District  
Capital Project Bond Funds - Funds 6XX  
Project Amendments/Transfers as of May 31, 2022**

COMPLETED PROJECTS				
	Approved Project Budget	Total Project Expenses	Total Project Excess/(Deficiency)	Move to Project Savings
<b>2007 Bond Authorization</b>				
<b>Project Description</b>				
<b>TOTAL 2007 BOND AUTHORIZATION PROJECTS</b>	\$ -	\$ -	\$ -	\$ -

2017 Bond Authorization				
	Approved Project Budget	Total Project Expenses	Total Project Excess/(Deficiency)	Move to Project Savings
<b>Project Description</b>				
Danielson MS MS New Construction	\$ 59,662,938	\$ 59,678,938	\$ (16,000)	\$ (16,000)
Tarvin ES 28 ES New Construction	37,440,964	37,446,517	(5,553)	(5,553)
Future HS #8	21,411,300	-	21,411,300	21,411,300
South Satellite Transportation Center	3,100,000	-	3,100,000	3,100,000
<b>TOTAL 2017 BOND AUTHORIZATION PROJECTS</b>	<b>\$ 121,615,202</b>	<b>\$ 97,125,455</b>	<b>\$ 24,489,747</b>	<b>\$ 24,489,747</b>
<b>CLOSE OUT TO INCREASE PROJECT SAVINGS</b>				<b>\$ 24,489,747</b>

BUDGET TRANSFERS				
	Current Project Budget	Budget Transfers Between Projects	Budget Transfers from Savings	Revised Project Budget
<b>Project Description</b>				
Project Management - 2007	\$ 1,856,934	\$ -	\$ 500,000	\$ 2,356,934
Plant Services Portables	-	-	2,500,000	2,500,000
Plant Services Major Maintenance	-	-	9,000,000	9,000,000
Elementary 30	2,181,032	-	53,120,968	55,302,000
Plant Services HVAC Design	-	-	4,700,000	4,700,000
ES Prototype	-	-	75,000	75,000
LHS Master Plan	-	-	100,000	100,000
<b>TOTAL PROPOSED BUDGET FOR NEW PROJECTS</b>	<b>\$ 4,037,966</b>	<b>\$ -</b>	<b>\$ 69,995,968</b>	<b>\$ 74,033,934</b>

**NET CHANGE TO PROJECT SAVINGS BALANCE** **\$ (45,506,221)**

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Discussion of a Resolution Committing and Assigning Fund Balance  
**Purpose (this meeting):**  Discussion Item/Report Only       Action Requested  
**Action Requested (future meeting):** Thursday, June 23, 2022  
**Administrator Responsible:** Elaine Cogburn  
**Attachments:** Resolution Committing and Assigning Fund Balance

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**Background Information:**

In accordance with GASB 54, the Board may commit and/or assign a portion of the district’s fund balance for a specific purpose by resolution during a Board meeting. The committed or assigned fund balance may only be spent for the specified purpose and within a reasonable period of time unless an emergency occurs. The commitments and assignments may be amended at any time with Board approval. This action is to officially commit and assign portions of the General Operating fund balance. The General Operating fund balance was \$181,018,977 as of July 1, 2021.

Prior to expending amounts committed or assigned, the administration would seek Board approval for the expenditure by submitting a budget amendment to the Board for approval and subsequently reduce or remove the fund balance commitment or assignment.

The administration is recommending a combination of both commitments and assignments. While the Board has the authority to commit and assign fund balance, the administration may only assign fund balance and can only do so if the Board delegates such authority. The Board has not delegated this authority thus, only the Board may commit and/or assign fund balances. Due to implications of Indicator #6 in the Financial Integrity Rating System of Texas (FIRST), the use of an assignment is advised in conjunction with commitments. Indicator #6 measures “Was the average change in **(assigned and unassigned)** Fund Balance over 3 years less than a 25% decrease or did the current year **assigned and unassigned** fund balance exceed 75 days of operational expenditures?” If the Board only commits rather than assigning fund balance for these costs it jeopardizes the district’s ability to pass this indicator however assignments still provide a justification for fund balance levels.

The recommended commitments and assignments are as follows.

<b>COMMITMENTS:</b>		
Capital Expenditures - Equipment	\$ 2,000,000	Capital outlay due to growth/portables
<b>ASSIGNMENTS:</b>		
Instructional/Technology Materials	\$ 1,131,064	Materials beyond TIMA funds
Additional staffing for growth	930,000	Fifteen teaching FTEs
Revenue Stabilization	30,424,350	Calculated value of nine additional Tier 2 pennies

**Additional Information Regarding GASB 54:**

GASB 54 (Governmental Accounting Standards Board) establishes the reporting of fund balances for governmental entities. The objective of GASB 54 is to enhance the usefulness of fund balance information provided in the financial statements. This statement applies to fund balances reported in the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Fund and Permanent Fund.

GASB 54 is designed to increase financial comparability among entities through the standardization of fund balance reporting and use of funds. In this design, the classification of fund balances and the terminology of Assigned and Unassigned Fund Balance changed to Nonspendable, Restricted, Committed, Assigned, and Unassigned.

Fund Balances are classified into the above categories based on the ultimate authority over the funds. In the case of the General Fund, the school board can Commit and Assign fund balance to various projects. In the case of the Debt Service Fund, fund balances are legally Restricted to cover the retirement of debt.

<b>Nonspendable</b>	Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
<b>Restricted</b>	Amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation
<b>Committed</b>	Amounts <b>constrained to specific purposes</b> by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint
<b>Assigned</b>	Amounts a government <b>intends to use for a specific purpose</b> ; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority

**Administrative Recommendation:**

The Recommendation is for the Board of Trustees to approve a Resolution committing \$2,000,000 of fund balance for capital equipment and assigning \$34,485,414 of fund balance for additional instruction and technology materials, additional staff and nine VATRE pennies, in accordance with GASB 54.

**Sample Motion:**

The Recommendation is for the Board of Trustees to approve a Resolution committing \$2,000,000 of fund balance for capital equipment and assigning \$34,485,414 of fund balance for additional instruction and technology materials, additional staff and nine VATRE pennies, in accordance with GASB 54.



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Trish Bode  
President, Board of Trustees

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Elexis Grimes  
Secretary, Board of Trustees

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

<b>Agenda Item:</b>	Consider Approval of Budget Amendments	
<b>Purpose (this meeting):</b>	<input type="checkbox"/> Discussion Item/Report Only	<input checked="" type="checkbox"/> Action Requested
<b>Administrator Responsible:</b>	Elaine Cogburn	
<b>Attachments:</b>	Monthly Budget Amendments	

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## **Background Information:**

The Board of Trustees adopted the 2021-2022 budget on June 17, 2021. Budgets for the General Operating Fund, Child Nutrition Fund, and Debt Service Fund were included in the official district budget. Budgets are prepared and approved at fund and function levels to comply with the state's required level of control.

Budget amendments are necessary throughout the year to realign funds. Realignment of funds will increase and/or decrease various function levels within the budget. All necessary budget amendments that change the function level should be formally approved by the Board of Trustees and recorded in Board minutes. Budget amendments increasing or decreasing revenues and/or expenditures also require formal Board approval.

The attached documents summarize the effect of budget transfers and amendments and the details of the changes being proposed. Submitted for approval are the budget revisions/amendments requested by various campuses and departments through June 2, 2022.

The amendments presented this month for the **General Operating Fund** (Funds 181, 197 and 199) are as follows:

- Increase to local revenue budgets in Funds 197 and Fund 199.
- Decrease to state revenue budgets in Fund 199 (decrease due to reduced ADA).
- Increase to federal revenue budgets in Fund 199 (SHARS cost settlement).
- Expenditure transfers among functions in Fund 197 and Fund 199.
- There are no transfers in Fund 196.

The amendments to revenue and expenditures have no impact on the total operating deficit/surplus in Funds 181, 197 and 199.

The amendment presented this month for the **Child Nutrition Service Fund** is as follows:

- Increase of \$825,000 in revenue and expense budgets for Southwest Food Excellence expenses.

The amendments to revenue and expenditures have no impact on the total operating deficit/surplus in the Child Nutrition Service Fund.

The amendment presented this month for the **Debt Service Fund** is as follows:

- Increase of \$2,645,578 in revenue for increased collection percentage and difference in the tax rate.
- Decrease of \$800,000 in expenditures due to the commercial paper program not utilized in 2021-22.

The amendments to revenue and expenditures result in an estimated increase to the Debt Service Fund Balance of \$3,445,578.

## **Administrative Recommendation:**

Administration recommends that the Board approve the budget transfers and amendments to the 2021-2022 budget, as presented.

## **Sample Motion:**

I move that the Board of Trustees approve the budget transfers and amendments to the 2021-2022 budget, as presented.

# Leander Independent School District

## General Fund - Fund 199

### Budget Amendments/Transfers

As of June 2, 2022

	2021-2022 Original Budget	Previously Amended Budget	Proposed Amendments 06/02/22	Proposed Amended Budget
<b>Revenues:</b>				
Local Sources	\$ 289,960,319	\$ 289,859,248	\$ 377,521	\$ 290,236,769
State Sources	75,311,700	77,003,784	(2,178,324)	74,825,460
Federal Sources	3,265,000	4,301,900	1,598,341	5,900,241
<b>TOTAL REVENUES</b>	<b>\$ 368,537,019</b>	<b>\$ 371,164,932</b>	<b>\$ (202,462)</b>	<b>\$ 370,962,470</b>
<b>Expenditures:</b>				
Function 11 - Instruction	\$ 241,472,095	\$ 245,211,047	\$ (570,389)	\$ 244,640,658
Function 12 - Instructional Resources & Media	4,708,224	4,976,239	37,380	5,013,619
Function 13 - Staff Development	8,326,459	8,767,490	(11,984)	8,755,506
Function 21 - Instructional Administration	4,540,279	4,066,815	(8,090)	4,058,725
Function 23 - School Administration	21,818,497	22,204,472	86,013	22,290,485
Function 31 - Guidance & Counseling	19,762,402	20,084,758	34,166	20,118,924
Function 32 - Social Services	1,385,752	1,484,744	11,609	1,496,353
Function 33 - Health Services	3,669,546	3,725,884	6,764	3,732,648
Function 34 - Student Transportation	13,640,335	14,373,361	202,642	14,576,003
Function 35 - Food Services	49,517	85,255	(700)	84,555
Function 36 - Co-Curricular Activities	12,036,262	12,405,650	90,802	12,496,452
Function 41 - General Administration	9,143,130	9,466,602	25,661	9,492,263
Function 51 - Plant Maintenance & Operations	30,324,169	34,682,969	66,943	34,749,912
Function 52 - Security	3,783,798	2,537,495	3,232	2,540,727
Function 53 - Data Processing	8,264,103	8,309,704	24,783	8,334,487
Function 61 - Community Services	1,932,591	2,026,535	1,168	2,027,703
Function 71 - Debt Service	100,000	111,000	-	111,000
Function 81 - Capital Outlay	-	-	-	-
Function 91 - Contracted Instruction Services	-	-	-	-
Function 95 - JJAEP	245,000	239,000	-	239,000
Function 99 - Other Intergovernmental Charges	2,363,466	2,363,466	-	2,363,466
<b>TOTAL ALL EXPENDITURES</b>	<b>\$ 387,565,625</b>	<b>\$ 397,122,485</b>	<b>\$ -</b>	<b>\$ 397,122,485</b>
<b>Excess/(Deficiency) of Revenues vs. Expenditures</b>	<b>\$ (19,028,606)</b>	<b>\$ (25,957,553)</b>	<b>\$ (202,462)</b>	<b>\$ (26,160,015)</b>
<b>Other Financing Sources/Uses</b>				
Sale of Assets	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Transfer In - Employee Retention Stipend	-	2,500,000	202,462	2,702,462
Transfer Out - Other	(50,000)	(50,000)	-	(50,000)
Transfer Out - Healthcare	(6,300,000)	(6,300,000)	-	(6,300,000)
Transfer Out - Healthcare Additional Contribution	-	-	-	-
Other Uses - Settlements	(192,700)	(192,700)	-	(192,700)
<b>Total Other Financing Sources/Uses</b>	<b>\$ (6,522,700)</b>	<b>\$ (4,022,700)</b>	<b>\$ 202,462</b>	<b>\$ (3,820,238)</b>
<b>Net Increase/(Decrease) in Fund Balance</b>	<b>\$ (25,551,306)</b>	<b>\$ (29,980,253)</b>	<b>\$ -</b>	<b>\$ (29,980,253)</b>
Beginning Fund Balance for Fund 181	\$ (48,659)	\$ (48,659)		\$ (48,659)
Beginning Fund Balance for Fund 196	1,771,628	1,771,628		1,771,628
Beginning Fund Balance for Fund 197	(33,184,719)	(33,184,719)		(33,184,719)
Beginning Fund Balance for Fund 199	212,480,727	212,480,727		212,480,727
<b>*Total Beginning Fund Balance of Fund 19X</b>	<b>\$ 181,018,977</b>	<b>\$ 181,018,977</b>		<b>\$ 181,018,977</b>
<b>Net Operating Results - All General Fund 19X</b>	<b>(25,551,306)</b>	<b>(29,980,253)</b>		<b>(29,980,253)</b>
<b>Projected Ending Fund Balance</b>	<b>\$ 155,467,671</b>	<b>\$ 151,038,724</b>		<b>\$ 151,038,724</b>

\*Audited beginning fund balance

**Leander Independent School District**  
**General Fund - New Instructional Facilities Allotment (NIFA) - Fund 181**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**REVENUES:**

Ref #	Offset Function	Organization	Amount	#	Description
57XX					
58XX					
59XX					
<b>TOTAL REVENUES</b>			<b>\$</b>	<b>-</b>	

**Other Resources**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL TRANSFERS IN</b>			<b>\$</b>	<b>-</b>

**EXPENDITURES:**

**Function 11 - Instruction**

Ref #	Offset Function	Organization	Amount	Description
22	12	049	2,151	Campus/Department request to move funds
<b>TOTAL FUNCTION 11</b>			<b>\$</b>	<b>2,151</b>

**Function 12 - Instructional Resources & Media**

Ref #	Offset Function	Organization	Amount	Description
22	11,51	049	(3,251)	Campus/Department request to move funds
<b>TOTAL FUNCTION 12</b>			<b>\$</b>	<b>(3,251)</b>

**Function 13 - Staff Development**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 13</b>			<b>\$</b>	<b>-</b>

**Function 21 - Instructional Administration**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 21</b>			<b>\$</b>	<b>-</b>

**Function 23 - School Administration**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 23</b>			<b>\$</b>	<b>-</b>

**Leander Independent School District**  
**General Fund - New Instructional Facilities Allotment (NIFA) - Fund 181**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 31 - Guidance & Counseling**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 31</b>			\$ -	

**Function 32 - Social Services**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 32</b>			\$ -	

**Function 33 - Health Services**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 33</b>			\$ -	

**Function 34 - Student Transportation**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 34</b>			\$ -	

**Function 35 - Food Service**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 35</b>			\$ -	

**Function 36 - Co-Curricular Activities**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 36</b>			\$ -	

**Function 41 - General Administration**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 41</b>			\$ -	

**Function 51 - Plant Maintenance & Operations**

Ref #	Offset Function	Organization	Amount	Description
22	12	049	1,100	Campus/Department request to move funds
<b>TOTAL FUNCTION 51</b>			<b>\$ 1,100</b>	

**Leander Independent School District**  
**General Fund - New Instructional Facilities Allotment (NIFA) - Fund 181**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 52 - Security**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL FUNCTION 52</b>			<b>\$ -</b>	

**Function 53 - Data Processing**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL FUNCTION 53</b>			<b>\$ -</b>	

**Function 61 - Community Services**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL FUNCTION 61</b>			<b>\$ -</b>	

**Function 71 - Debt Service**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL FUNCTION 71</b>			<b>\$ -</b>	

**Function 81 - Capital Outlay**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL FUNCTION 81</b>			<b>\$ -</b>	

**Function 91 - Contracted Instruction Services**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL FUNCTION 91</b>			<b>\$ -</b>	

**Function 99 - Other Intergovernmental Charges**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL FUNCTION 99</b>			<b>\$ -</b>	

**Transfers Out**

Ref #	Offset Function	Organization	Amount	Description
			\$ -	
<b>TOTAL TRANSFERS OUT</b>			<b>\$ -</b>	

<b>TOTAL EXPENDITURES</b>			<b>\$ -</b>	
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<b>INCREASE/(DECREASE) TO FUND BALANCE</b>			<b>\$ 236 -</b>	
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**Leander Independent School District**  
**General Fund - Athletics - Fund 197**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**REVENUES:**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>#</u>	<u>Description</u>
57XX	2,864	00	various	247,521		Increase to Local Revenue - athletic events
58XX						
59XX						
<b>TOTAL REVENUES</b>				<b>\$ 247,521</b>		

**Other Resources**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
				-	
<b>TOTAL TRANSFERS IN</b>				<b>\$ -</b>	

**EXPENDITURES:**

**Function 11 - Instruction**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL FUNCTION 11</b>				<b>\$ -</b>	

**Function 12 - Instructional Resources & Media**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL FUNCTION 12</b>				<b>\$ -</b>	

**Function 13 - Staff Development**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL FUNCTION 13</b>				<b>\$ -</b>	

**Function 21 - Instructional Administration**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL FUNCTION 21</b>				<b>\$ -</b>	

**Function 23 - School Administration**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL FUNCTION 23</b>				<b>\$ -</b>	

**Leander Independent School District**  
**General Fund - Athletics - Fund 197**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 31 - Guidance & Counseling**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 31</b>			\$ -	

**Function 32 - Social Services**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 32</b>			\$ -	

**Function 33 - Health Services**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 33</b>			\$ -	

**Function 34 - Student Transportation**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 34</b>			\$ -	

**Function 35 - Food Service**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 35</b>			\$ -	

**Function 36 - Co-Curricular Activities**

Ref #	Offset Function	Organization	Amount	Description
1912	52	999	(3,000)	Campus/Department request to move funds
<b>TOTAL FUNCTION 36</b>			\$ (3,000)	

**Function 41 - General Administration**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 41</b>			\$ -	

**Function 51 - Plant Maintenance & Operations**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 51</b>			\$ -	

**Leander Independent School District**  
**General Fund - Athletics - Fund 197**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 52 - Security**

Ref #	Offset Function	Organization	Amount	Description
1912	36	999	3,000	Campus/Department request to move funds
<b>TOTAL FUNCTION 52</b>			<b>\$ 3,000</b>	

**Function 53 - Data Processing**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 53</b>			<b>\$ -</b>	

**Function 61 - Community Services**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 61</b>			<b>\$ -</b>	

**Function 71 - Debt Service**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 71</b>			<b>\$ -</b>	

**Function 81 - Capital Outlay**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 81</b>			<b>\$ -</b>	

**Function 91 - Contracted Instruction Services**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 91</b>			<b>\$ -</b>	

**Function 99 - Other Intergovernmental Charges**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL FUNCTION 99</b>			<b>\$ -</b>	

**Transfers Out**

Ref #	Offset Function	Organization	Amount	Description
<b>TOTAL TRANSFERS OUT</b>			<b>\$ -</b>	
<b>TOTAL EXPENDITURES</b>			<b>\$ -</b>	

<b>INCREASE/(DECREASE) TO FUND BALANCE</b>			<b>\$ 247,521</b>	
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**Leander Independent School District**  
**General Fund - Fund 199**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**REVENUES:**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>#</u>	<u>Description</u>
57XX	2864	00	000	130,000		Adjust budget based on actual revenues
58XX	2864	00	000	(2,178,324)		Adjust state revenue- due to lower ADA
59XX	2864	00	000	1,598,341		SHARS cost settlement-adjust based on actual
<b>TOTAL REVENUES</b>				<b>\$ (449,983)</b>		

**Other Resources**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
	2864	00	000	202,462	Adjust budget for stipends to actual
<b>TOTAL TRANSFERS IN</b>				<b>\$ 202,462</b>	

**EXPENDITURES:**

**Function 11 - Instruction**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
	1406	51	various	(36,115)	Campus/Department Request to move funds
	1413	51	various	(32,444)	Campus/Department Request to move funds
	2097	36	999	(50,000)	Campus/Department request to move funds
	2084	21	875	20,000	Campus/Department Request to move funds
	6	23	048	(1,500)	Campus/Department Request to move funds
	36	36	004	(2,500)	Campus/Department Request to move funds
	7	61	119	(90)	Campus/Department Request to move funds
	28	13	112	313	Campus/Department Request to move funds
	30	31	112	(412)	Campus/Department Request to move funds
	31	23	112	275	Campus/Department Request to move funds
	23	13	006	(3,815)	Campus/Department Request to move funds
	40	31	001	(100)	Campus/Department Request to move funds
	26	13	120	(200)	Campus/Department Request to move funds
	15	13	874	(1,500)	Campus/Department Request to move funds
	49	23	049	(623)	Campus/Department Request to move funds
	41	various	999	(467,671)	Adjust TRS On-Behalf Budget
	69	23	118	(400)	Campus/Department Request to move funds
	20	13,23	106	(300)	Campus/Department Request to move funds
	16	23	106	(175)	Campus/Department Request to move funds
	2	21,23	699	(1,769)	Campus/Department Request to move funds
	168	23	103	250	Campus/Department Request to move funds
	8	31	002	(233)	Campus/Department Request to move funds
	219	23	047	(2,213)	Campus/Department Request to move funds
	225	23	047	(211)	Campus/Department Request to move funds
	251	23	123	(411)	Campus/Department Request to move funds
	70	23	127	(67)	Campus/Department Request to move funds

**Leander Independent School District**  
**General Fund - Fund 199**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 11 - Instruction - Continued**

Ref #	Offset		Amount	Description
	Function	Organization		
68	23	041	(111)	Campus/Department Request to move funds
4	31	various	(9,258)	Campus/Department Request to move funds
25	52	116	(92)	Campus/Department Request to move funds
71	23	006	(2,772)	Campus/Department Request to move funds
73	36,52	003	(339)	Campus/Department Request to move funds
72	36	003	(155)	Campus/Department Request to move funds
66	13	047	(800)	Campus/Department Request to move funds
336	51	119	(500)	Campus/Department Request to move funds
333	23	046	(699)	Campus/Department Request to move funds
171	23	119	(16)	Campus/Department Request to move funds
50	23	119	(70)	Campus/Department Request to move funds
57	23	119	(1,200)	Campus/Department Request to move funds
45	23	128	(880)	Campus/Department Request to move funds
48	13	875	2,000	Campus/Department Request to move funds
47	13	875	2,000	Campus/Department Request to move funds
46	13	875	3,000	Campus/Department Request to move funds
34	33	699	(6,000)	Campus/Department Request to move funds
33	61	922	(500)	Campus/Department Request to move funds
65	13	111	3,832	Campus/Department Request to move funds
163	23	116	(126)	Campus/Department Request to move funds
358	33	111	(30)	Campus/Department Request to move funds
368	51	004	21,939	Campus/Department Request to move funds
56	31	124	(599)	Campus/Department Request to move funds
306	13	917	(500)	Campus/Department Request to move funds
310	31	045	(1,000)	Campus/Department Request to move funds
309	52	045	(113)	Campus/Department Request to move funds
173	13	115	102	Campus/Department Request to move funds
44	13	115	1,858	Campus/Department Request to move funds
27	13	115	400	Campus/Department Request to move funds

<b>TOTAL FUNCTION 11</b>			<b>\$ (572,540)</b>	
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**Function 12 - Instructional Resources & Media**

Ref #	Offset		Amount	Description
	Function	Organization		
29	13	003	(1,075)	Campus/Department request to move funds
41	11	999	41,706	Adjust TRS On-Behalf Budget

<b>TOTAL FUNCTION 12</b>			<b>\$ 40,631</b>	
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**Leander Independent School District**  
**General Fund - Fund 199**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 13 - Staff Development**

Ref #	Offset Function	Organization	Amount	Description
28	11	112	(313)	Campus/Department request to move funds
23	11	006	3,815	Campus/Department request to move funds
35	36	127	250	Campus/Department request to move funds
29	12	003	1,075	Campus/Department request to move funds
17	31	003	(99)	Campus/Department request to move funds
26	11	120	200	Campus/Department request to move funds
15	11	877	1,500	Campus/Department request to move funds
9	23	049	(1,050)	Campus/Department request to move funds
20	11	106	200	Campus/Department request to move funds
273	23	118	(3,700)	Campus/Department request to move funds
21	13	001	280	Campus/Department request to move funds
19	13	005	175	Campus/Department request to move funds
5	36	005	(1,109)	Campus/Department request to move funds
66	11	047	800	Campus/Department request to move funds
48	11	875	(2,000)	Campus/Department request to move funds
47	11	875	(2,000)	Campus/Department request to move funds
46	11	875	(3,000)	Campus/Department request to move funds
32	21	922	(716)	Campus/Department request to move funds
308	21	922	(600)	Campus/Department request to move funds
65	11	111	(3,832)	Campus/Department request to move funds
306	11	917	500	Campus/Department request to move funds
173	11	115	(102)	Campus/Department request to move funds
44	11	115	(1,858)	Campus/Department request to move funds
27	11	115	(400)	Campus/Department request to move funds
<b>TOTAL FUNCTION 13</b>			<b>\$ (11,984)</b>	

**Function 21 - Instructional Administration**

Ref #	Offset Function	Organization	Amount	Description
2084	11	871	(20,000)	Campus/Department request to move funds
41	11	999	10,564	Adjust TRS On-Behalf Budget
2	11	699	30	Campus/Department request to move funds
32	13	922	716	Campus/Department request to move funds
308	13	922	600	Campus/Department request to move funds
<b>TOTAL FUNCTION 21</b>			<b>\$ (8,090)</b>	

**Leander Independent School District**  
**General Fund - Fund 199**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 23 - School Administration**

Ref #	Offset Function	Organization	Amount	Description
6	11,36	048	2,239	Campus/Department request to move funds
31	11	112	(275)	Campus/Department request to move funds
18	36	003	(500)	Campus/Department request to move funds
9	13	049	1,050	Campus/Department request to move funds
49	11	049	623	Campus/Department request to move funds
41	11	999	68,532	Adjust TRS On-Behalf Budget
69	11	118	400	Campus/Department request to move funds
20	11	106	100	Campus/Department request to move funds
16	11	106	175	Campus/Department request to move funds
2	11	699	1,739	Campus/Department request to move funds
168	11	103	(250)	Campus/Department request to move funds
219	11	047	2,213	Campus/Department request to move funds
225	11	047	211	Campus/Department request to move funds
251	11	123	411	Campus/Department request to move funds
273	13	118	3,700	Campus/Department request to move funds
70	11	127	67	Campus/Department request to move funds
160	36	041	(280)	Campus/Department request to move funds
68	11	041	111	Campus/Department request to move funds
71	11	006	2,772	Campus/Department request to move funds
67	52	043	(90)	Campus/Department request to move funds
333	11	046	699	Campus/Department request to move funds
169	31	119	74	Campus/Department request to move funds
171	11	119	16	Campus/Department request to move funds
50	11	119	70	Campus/Department request to move funds
57	11	119	1,200	Campus/Department request to move funds
45	11	128	880	Campus/Department request to move funds
163	11	116	126	Campus/Department request to move funds
<b>TOTAL FUNCTION 23</b>			<b>\$ 86,013</b>	

**Function 31 - Guidance & Counseling**

Ref #	Offset Function	Organization	Amount	Description
30	11	112	412	Campus/Department request to move funds
40	11	127	100	Campus/Department request to move funds
17	13	003	99	Campus/Department request to move funds
41	11	999	21,614	Adjust TRS On-Behalf Budget
8	11	002	233	Campus/Department request to move funds
4	11	874	9,258	Campus/Department request to move funds
169	23	119	(74)	Campus/Department request to move funds
56	11	124	599	Campus/Department request to move funds
307	36	917	925	Campus/Department request to move funds
310	11	045	1,000	Campus/Department request to move funds
<b>TOTAL FUNCTION 31</b>			<b>\$ 34,166</b>	

**Leander Independent School District**  
**General Fund - Fund 199**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 32 - Social Services**

Ref #	Offset Function	Organization	Amount	Description
41	11	999	11,609	Adjust TRS On-Behalf Budget
<b>TOTAL FUNCTION 32</b>			<b>\$ 11,609</b>	

**Function 33 - Health Services**

Ref #	Offset Function	Organization	Amount	Description
41	11	999	710	Adjust TRS On-Behalf Budget
34	11	699	6,000	Campus/Department request to move funds
358	11	111	30	Campus/Department request to move funds
42	52	112	24	Campus/Department request to move funds
<b>TOTAL FUNCTION 33</b>			<b>\$ 6,764</b>	

**Function 34 - Student Transportation**

Ref #	Offset Function	Organization	Amount	Description
41	11	999	202,642	Adjust TRS On-Behalf Budget
<b>TOTAL FUNCTION 34</b>			<b>\$ 202,642</b>	

**Function 35 - Food Services**

Ref #	Offset Function	Organization	Amount	Description
24	36	002	(700)	Campus/Department request to move funds
<b>TOTAL FUNCTION 35</b>			<b>\$ (700)</b>	

**Function 36 - Co-Curricular Activities**

Ref #	Offset Function	Organization	Amount	Description
2097	11	999	50,000	Campus/Department request to move funds
6	23	048	(739)	Campus/Department request to move funds
36	11	004	2,500	Campus/Department request to move funds
35	13	127	(250)	Campus/Department request to move funds
18	23	003	500	Campus/Department request to move funds
41	11	999	40,627	Adjust TRS On-Behalf Budget
24	35	002	700	Campus/Department request to move funds
23	23	041	280	Campus/Department request to move funds
21	13	001	(280)	Campus/Department request to move funds
19	13	005	(175)	Campus/Department request to move funds
5	13	005	1,109	Campus/Department request to move funds
73	11	003	300	Campus/Department request to move funds
72	11	003	155	Campus/Department request to move funds
307	31	917	(925)	Campus/Department request to move funds
<b>TOTAL FUNCTION 36</b>			<b>\$ 93,802</b>	

**Leander Independent School District**  
**General Fund - Fund 199**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 41 - General Administration**

Ref #	Offset		Amount	Description
	Function	Organization		
41	11	999	25,661	To offset increase of TRS on-behalf pass-through
<b>TOTAL FUNCTION 41</b>			<b>\$ 25,661</b>	

**Function 51 - Plant Maintenance & Operations**

Ref #	Offset		Amount	Description
	Function	Organization		
1406	11	various	36,115	Campus/Department request to move funds
1413	11	various	32,444	Campus/Department request to move funds
41	11	999	19,223	Adjust TRS On-Behalf Budget
3	61	003	(500)	Campus/Department request to move funds
336	11	119	500	Campus/Department request to move funds
368	11	001	(21,939)	Campus/Department request to move funds
<b>TOTAL FUNCTION 51</b>			<b>\$ 65,843</b>	

**Function 52 - Security**

Ref #	Offset		Amount	Description
	Function	Organization		
43	61	112	(78)	Campus/Department request to move funds
25	11	116	92	Campus/Department request to move funds
73	11	003	39	Campus/Department request to move funds
67	23	043	90	Campus/Department request to move funds
309	11	045	113	Campus/Department request to move funds
42	33	112	(24)	Campus/Department request to move funds
<b>TOTAL FUNCTION 52</b>			<b>\$ 232</b>	

**Function 53 - Data Processing**

Ref #	Offset		Amount	Description
	Function	Organization		
41	11	999	24,783	Adjust TRS On-Behalf Budget
<b>TOTAL FUNCTION 53</b>			<b>\$ 24,783</b>	

**Function 61 - Community Services**

Ref #	Offset		Amount	Description
	Function	Organization		
7	11	119	90	Campus/Department request to move funds
43	52	112	78	Campus/Department request to move funds
3	51	003	500	Campus/Department request to move funds
33	11	922	500	Campus/Department request to move funds
<b>TOTAL FUNCTION 61</b>			<b>\$ 1,168</b>	

**Leander Independent School District**  
**General Fund - Fund 199**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**Function 71 - Debt Service**

Ref #	Offset Function	Organization	Amount	Description
			-	
<b>TOTAL FUNCTION 71</b>			<b>\$ -</b>	

**Function 81 - Capital Outlay**

Ref #	Offset Function	Organization	Amount	Description
			-	
<b>TOTAL FUNCTION 81</b>			<b>\$ -</b>	

**Function 91 - Contracted Instruction Services**

Ref #	Offset Function	Organization	Amount	Description
			-	
<b>TOTAL FUNCTION 91</b>			<b>\$ -</b>	

**Function 95 - JJAEP**

Ref #	Offset Function	Organization	Amount	Description
			-	
<b>TOTAL FUNCTION 95</b>			<b>\$ -</b>	

**Function 99 - Other Intergovernmental Charges (TCAD/WCAD Tax Svc)**

Ref #	Offset Function	Organization	Amount	Description
			-	
<b>TOTAL FUNCTION 99</b>			<b>\$ -</b>	

**Transfers Out/Other Uses**

Ref #	Offset Function	Organization	Amount	Description
			-	
<b>TOTAL TRANSFERS OUT</b>			<b>\$ -</b>	

<b>TOTAL EXPENDITURES</b>			<b>\$ -</b>	
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<b>INCREASE/(DECREASE) TO FUND BALANCE</b>			<b>\$ (247,521)</b>	
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**Leander Independent School District**  
**Child Nutrition - Fund 240**  
**As of June 2, 2022**

	2021-2022 Original Budget	Previously Amended Budget	Proposed Amendments 06/02/22	Proposed Amended Budget
<b>Revenues:</b>				
Local Sources	\$ 10,368,957	\$ 10,368,957	\$ -	\$ 10,368,957
State Sources	18,022	18,022	-	18,022
Federal Sources	5,677,532	5,677,532	825,000	6,502,532
<b>TOTAL REVENUES</b>	<b>\$ 16,064,511</b>	<b>\$ 16,064,511</b>	<b>\$ 825,000</b>	<b>\$ 16,889,511</b>
<b>Expenditures:</b>				
Function 11 - Instruction	\$ -	\$ -	\$ -	\$ -
Function 12 - Instructional Resources & Media	-	-	-	-
Function 13 - Staff Development	-	-	-	-
Function 21 - Instructional Administration	-	-	-	-
Function 23 - School Administration	-	-	-	-
Function 31 - Guidance & Counseling	-	-	-	-
Function 32 - Social Services	-	-	-	-
Function 33 - Health Services	-	-	-	-
Function 34 - Student Transportation	-	-	-	-
Function 35 - Food Service	15,647,634	15,648,657	825,000	16,473,657
Function 36 - Co-Curricular Activities	-	-	-	-
Function 41 - General Administration	-	-	-	-
Function 51 - Plant Maintenance & Operations	-	-	-	-
Function 52 - Security	-	-	-	-
Function 53 - Data Processing	-	-	-	-
Function 61 - Community Services	-	-	-	-
Function 81 - Capital Outlay	-	-	-	-
Function 91 - Contracted Instruction Services	-	-	-	-
Function 95 - JJAEP	-	-	-	-
Function 99 - Other Intergovernmental Charges	-	-	-	-
<b>TOTAL ALL EXPENDITURES</b>	<b>\$ 15,647,634</b>	<b>\$ 15,648,657</b>	<b>\$ 825,000</b>	<b>\$ 16,473,657</b>
<b>Excess/(Deficiency) of Revenues vs. Expenditures</b>	<b>\$ 416,877</b>	<b>\$ 415,854</b>	<b>\$ -</b>	<b>\$ 415,854</b>
Transfers In	\$ -	\$ -	\$ -	\$ -
Transfers Out	-	-	-	-
<b>Net Increase/(Decrease) in Fund Balance</b>	<b>\$ 416,877</b>	<b>\$ 415,854</b>	<b>\$ -</b>	<b>\$ 415,854</b>
<b>*Beginning Fund Balance</b>	<b>\$ 3,522,865</b>	<b>\$ 3,522,865</b>	<b>\$ -</b>	<b>\$ 3,522,865</b>
<b>Projected Ending Fund Balance</b>	<b>\$ 3,939,742</b>	<b>\$ 3,938,719</b>	<b>\$ -</b>	<b>\$ 3,938,719</b>

\*Audited beginning fund balance

**Leander Independent School District**  
**Child Nutrition - Fund 240**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**REVENUES:**

	<u>Ref #</u>	<u>Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
57XX					
58XX					
59XX	349	00	000	825,000	Additional revenues based on actual
<b>TOTAL REVENUES</b>				<b>\$ 825,000</b>	

**EXPENDITURES:**

**Function 35 - Food Service**

	<u>Ref #</u>	<u>Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
	349	35	906	825,000	Adjust contract services fees
<b>TOTAL FUNCTION 35</b>				<b>\$ 825,000</b>	

**Function 51 - Plant Maintenance & Operations**

	<u>Ref #</u>	<u>Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL FUNCTION 51</b>				<b>\$ -</b>	
<b>TOTAL EXPENDITURES</b>				<b>\$ 825,000</b>	

**Transfers Out**

	<u>Ref #</u>	<u>Offset</u> <u>Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL TRANSFERS OUT</b>				<b>\$ -</b>	

<b>INCREASE/(DECREASE) TO FUND BALANCE</b>	<b>\$ -</b>
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**Leander Independent School District  
Debt Service - Fund 599  
As of June 2, 2022**

	2021-2022 Original Budget	Previously Amended Budget	Proposed Amendments 6/2/2022	Proposed Amended Budget
<b>Revenues:</b>				
Local Sources	\$ 148,347,925	\$ 148,347,925	\$ 2,727,948	\$ 151,075,873
State Sources	1,696,866	1,696,866	(82,370)	1,614,496
Federal Sources	-	-	-	-
<b>TOTAL REVENUES</b>	<b>\$ 150,044,791</b>	<b>\$ 150,044,791</b>	<b>\$ 2,645,578</b>	<b>\$ 152,690,369</b>
<b>Expenditures:</b>				
Function 11 - Instruction	\$ -	\$ -	\$ -	\$ -
Function 12 - Instructional Resources & Media	-	-	-	-
Function 13 - Staff Development	-	-	-	-
Function 21 - Instructional Administration	-	-	-	-
Function 23 - School Administration	-	-	-	-
Function 31 - Guidance & Counseling	-	-	-	-
Function 32 - Social Services	-	-	-	-
Function 33 - Health Services	-	-	-	-
Function 34 - Student Transportation	-	-	-	-
Function 35 - Food Service	-	-	-	-
Function 36 - Co-Curricular Activities	-	-	-	-
Function 41 - General Administration	-	-	-	-
Function 51 - Plant Maintenance & Operations	-	-	-	-
Function 52 - Security	-	-	-	-
Function 53 - Data Processing	-	-	-	-
Function 61 - Community Services	-	-	-	-
Function 71 - Debt Service	113,681,266	150,044,791	(800,000)	149,244,791
Function 81 - Capital Outlay	-	-	-	-
Function 91 - Contracted Instruction Services	-	-	-	-
Function 95 - JJAEP	-	-	-	-
Function 99 - Other Intergovernmental Charges	-	-	-	-
<b>TOTAL ALL EXPENDITURES</b>	<b>\$ 113,681,266</b>	<b>\$ 150,044,791</b>	<b>\$ (800,000)</b>	<b>\$ 149,244,791</b>
<b>Excess/(Deficiency) of Revenues vs. Expenditures</b>	<b>\$ 36,363,525</b>	<b>\$ -</b>	<b>\$ 3,445,578</b>	<b>\$ 3,445,578</b>
<b>Other Resources - Sale of Bonds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Uses - Sale of Bonds</b>	<b>(36,363,525)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Increase/(Decrease) in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,445,578</b>	<b>\$ 3,445,578</b>
<b>*Beginning Fund Balance</b>	<b>\$ 131,260,190</b>	<b>\$ 131,260,190</b>		<b>\$ 131,260,190</b>
<b>Projected Ending Fund Balance</b>	<b>\$ 131,260,190</b>	<b>\$ 131,260,190</b>		<b>\$ 134,705,768</b>

\*Audited beginning fund balance

**Leander Independent School District**  
**Debt Service - Fund 599**  
**Summary of Budget Transfers/Amendments**  
**As of June 2, 2022**

**REVENUES:**

	<u>Ref #</u>	<u>Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
57XX	2867	00	000	2,727,948	Increased collection percentage and tax rate difference
58XX	2867	00	000	(82,370)	State actuals
59XX					
<b>TOTAL REVENUES</b>				<b>\$ 2,645,578</b>	

**Other Resources**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL TRANSFERS IN</b>				<b>\$ -</b>	

**EXPENDITURES:**

**Function 71 - Debt Service**

	<u>Ref #</u>	<u>Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
	2867	71	999	(800,000)	CP Program not utilized
<b>TOTAL FUNCTION 71</b>				<b>\$ (800,000)</b>	

**Transfers Out/Other Uses**

	<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
<b>TOTAL TRANSFERS OUT</b>				<b>\$ -</b>	
<b>TOTAL EXPENDITURES</b>				<b>\$ (800,000)</b>	

<b>INCREASE/(DECREASE) TO FUND BALANCE</b>				<b>\$ 3,445,578</b>	
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# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Approval of Early Release of Critical Positions  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Action Requested (future meeting):** Monday, June 13, 2022  
**Administrator Responsible:** Elaine Cogburn  
**Attachments:** 2022-2023 Early Release of Critical Positions

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## **Background Information:**

As part of the budget process, the number of new positions required due to growth is calculated based on student enrollment projections and staffing formulas. Additional positions may also be requested as needed based on student growth and early released when the positions are hard to fill. To hire for these positions and attract the best candidates, the Administration has traditionally requested early approval of the necessary positions prior to the adoption of the budget.

The positions reflected in the third round of early release are for hard-to-fill special education positions. The Board released special education positions at the April 21 Board meeting, however, due to the continued growth in our low incidence special education classrooms, administration is requesting the release of 5 additional special education teachers in order to meet student needs. The cost of these additional SPED positions was not included in the budget assumptions/parameters for the projected 2022-2023 budget and is an increase of \$333,382 to the 2022-2023 budget. Once approval for the positions is granted, the positions will be posted to begin the hiring process in order to be fully staffed for the 2022-2023 school year.

## **Administrative Recommendation:**

The recommendation is that the Board of Trustees approve 5.0 new positions for the 2022-2023 school year at an estimated cost of \$333,382.

## **Sample Motion:**

I move that the Board of Trustees approve the addition of 5.0 new positions for the 2022-2023 school year at an estimated cost of \$333,382.

**LEANDER INDEPENDENT SCHOOL DISTRICT  
 2022-2023 GENERAL FUND FTEs  
 EARLY RELEASE OF CRITICAL POSITIONS**

Position	2022-2023 FTE	Estimated Cost	Comments
<b>SPECIAL EDUCATION POSITIONS</b>			
Special Education Teachers	5.00	\$ 333,382	Additional Special Education Needs
<b>TOTAL SPECIAL EDUCATION POSITIONS TO EARLY RELEASE:</b>	<b>5.00</b>	<b>\$ 333,382</b>	

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** General Internal Audit Update  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Hélène O’Neal  
**Attachments:** Internal Audit Annual Report – June 2022  
Board Status Report 06-30-2022

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## **Background Information:**

Enclosed is the Internal Audit Annual Report that documents audit work performed over this past year, any audit observations identified during the audits, current listing of audits in progress, and audits deferred to the following year due to time constraints (if applicable), as well as the Board Status Report as of June 30, 2022.

## **Administrative Recommendation:**

N/A

## **Sample Motion:**

N/A

To: LISD Board of Trustees  
From: Hélène O'Neal, Chief Audit Executive, Internal Audit  
Subject: Internal Audit Annual Report – June 2022  
Date: June 13, 2022



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**AUDITS/PROJECTS CLOSED**

Student Attendance CSA (21C002) – report issued August 6, 2021  
VRHS campus audit (14A003) Follow-up – report issued June 9, 2022

**AUDITS/PROJECTS COMPLETED**

Student Attendance CSA (21C002) – report issued August 6, 2021  
VRHS campus audit (14A003) Follow-up – report issued June 9, 2022

**WORK IN PROGRESS**

PLANNING PHASE:

- Elementary Campus Audits (22A001)
- Learning Management System (22P004) – consulting project

FIELDWORK PHASE:

- Procard Process audit (21A003)
- Secondary Campus Audits (22A002) – 15 campus audits conducted this year (LMS, WMS, HMS, SMS, DMS, CPMS, CRMS, FPMS, RBMS) (RHS, CPHS, VRHS, VHS, LHS, GHS)

REPORT PHASE:

- Construction QAR audit (17A006)
- mLISD Process audit (18A003)
- Record Retention Process audit (20A003)
- Human Resources audit (21A001)
- Secondary Campus Audit (16A004 & 16A005) Follow-up

**LeanderISD.org**

OTHER:

- AutoAudit – implementation
- Report conversions (Linq to Munis)

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

14A003	VRHS	Audit Report Issued 6/12/2014
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
3	Bruce Gearing Elaine Cogburn Shawn Swisher Jimmy Disler John Graham		<b>Cash security practices and student information sharing regulations need to be followed more consistently.</b>		
		3.1	Principal meets with Fine Arts Dept Heads to go over VRHS guidelines for the safe, petty cash, booster money and CHARMS issues.	Complete	10/31/2014/
		3.2	Tardy check in form visibility issue will be discussed over the summer with the admin team to determine a new process for the 2014/15 school year.	Complete	9/30/2014/
		3.3	Research CHARMS components to determine if FERPA information is contained.	Complete	10/1/2014/
		3.4	If FERPA information is found to be contained within CHARMS, develop a process by which parents can grant permission for information to be released.	Complete	10/1/2014/ <b>9/1/2015</b>
		3.5	Current safe and lockbox guidelines will be evaluated. A procedure addressing any deficiency in the current process will be drafted, implemented and communicated throughout the district.	Affirmed	12/31/2014/ <b>1/31/2020</b>
		3.6	Remove any unauthorized petty cash and lockboxes/safes from campus.	Affirmed	9/1/2014/ <b>1/31/2020</b>

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>16A001</b>	<b>Elementary Campus Audits (Group A)</b>	Audit Report Issued 11/30/2016
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
1	Elaine Cogburn Sarah Grissom Christine Simpson Angela Hodges		<b>Improve Compliance with Business Operating Guidelines (BOG)</b>		
		1.1	At least annually, the district shall provide comprehensive BOG training for campus management and require signed BOG compliance statements. Interim Principal hires will be trained within 90 days of starting assignment.	Complete	12/1/2017/ <b>6/30/2018</b>
		1.2	The district shall develop, in conjunction with any changes impacted by the new ERP and the potential of an online venue for fundraising and receipting of funds, and an Administrative BOG with key topics related to internal controls and potential areas of deficiencies.	Affirmed	12/1/2017/ <b>12/1/2020</b>
		1.3	The district shall define and develop, a tool to measure and monitor systematic processes which may be deficient. The frequency of the reviews and reporting will take place in an Executive meeting 1-2 times per year.	Complete	7/1/2017/

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>16A004</b>	<b>Secondary School Campus audit (Group A &amp; B)</b>	<b>Audit Report Issued 4/24/2018</b>
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
1	Elaine Cogburn Christine Simpson Sarah Grissom KarieLynn McSpadden Angela Hodges		<b>District evaluate current business processes to identify and make improvements in areas where internal controls are weak or are being circumvented. The evaluation should include responsibility and accountability. See audit report for expanded version.</b>		
		1,1	Finance, Human Resources, and Area Superintendents will review the Business Operating Guidelines and job responsibilities for each person required to handle monies, approve/disapprove fundraisers, and manage budgets to determine the correct placement of responsibility and accountability within the district and campus administration and staff.	Complete	2/1/2019/
		1,2	Review and refine the training of campus and district staff. Responsible staff will properly document the communication with all persons who are currently part of the business processes.	Affirmed	2/1/2019/

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>16A004</b>	<b>Secondary School Campus audit (Group A &amp; B)</b>	Audit Report Issued 4/24/2018
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
2	Elaine Cogburn Sarah Grissom Christine Simpson Angela Hodges		<b>District evaluate the feasibility and implementation of a district requirement to use an online system for fundraisers and receipt of funds. Campus administration should be included in this evaluation process. See audit report for expanded version.</b>		
		2.1	Finance will create a group consisting of representative from ITS, Athletics, and campus staff to determine the feasibility of an online system for fundraisers and receipts. After the study, the committee will make a recommendation to the CFO to move or not move forward with the online system. Documentation of the process will be provided to determine if the use of the new software.	Complete	2/1/2019/
		2.2	After implementation of the new online fundraiser software, finance shall work with key stakeholders to train staff on the mandatory use of the software and work toward moving cash out of the classroom unless exception approved in writing by the CFO.	Affirmed	2/1/2019/ <b>12/31/2020</b>
		2.3	A process and procedures manual will be created for staff, and one of the written processes will require the campuses and district to have processes to follow and document the accountability/monitoring of the online process and each campus will designate an administrator to monitor and document the process.	Affirmed	2/1/2019/ <b>12/31/2020</b>

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>16A004</b>	<b>Secondary School Campus audit (Group A &amp; B)</b>	Audit Report Issued 4/24/2018
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
3	Elaine Cogburn Sarah Grissom Christine Simpson Angela Hodges	<b>District collaborate with campus administration to develop, document, and implement a consistent Procedures Manual regarding the receipt and expenditure of activity and budgeted funds. Also, a process for timely updates and communication of the manual.</b>			
		3.1	District staff will partner with campus bookkeepers and administrative assistants to develop, document, and implement a procedures manual regarding the receipt and expenditures of activity and budgeted funds.	Affirmed	2/1/2019/ <b>12/31/2020</b>
		3.2	A section of the manual will include processes for ensuring that timely updates are made and communicated.	Affirmed	2/1/2019/ <b>12/31/2020</b>
4	Elaine Cogburn Sarah Grissom KarieLynn McSpadden Christine Simpson Angela Hodges	<b>District partner with campus administration to evaluate and improve the workload distribution of admin assist and bookkeepers. Include the current methodology the District uses for determining the # of bookkeepers on campus. Evaluate continued turnover.</b>			
		4.1	Area Superintendents, Human Resources, Finance, and campus administration will partner together to review and refine job responsibilities for campus bookkeepers and administrative assistants responsible for financial work. Input will be gathered from all persons who job responsibilities are being reviewed to received input prior to refining job responsibilities.	Complete	2/1/2019/
		4.2	Area Superintendents and Human Resources are currently in the process of reviewing staffing allocations at the elementary and secondary level, and Finance will provide input on the staffing allocation for bookkeepers at the campus level. After the review is completed, documentation will be provided of the methodology used for determining staffing allocations.	Affirmed	2/1/2019/ <b>8/31/2020</b>

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

Tuesday, May 17, 2022

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# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>18A001</b>	<b>Travel Expense Audit</b>	Audit Report Issued 6/11/2020
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
4	Elaine Cogburn Dana Paulson		<p><b>Evaluate the need for additional staff with travel expense reimbursement responsibilities as workload increases.</b></p> <p>4.1 From the budget perspective, additional staff is not always a viable option, so other processes need to be studied, including:                      * use of the State of Texas Travel Management Program's travel agency services for student/teacher/admin group travel                      * review of mileage reimbursements and whether monthly stipends are an option in lieu of monthly mileage reports                      * potential implementation of an electronic travel system</p> <p>The migration to Munis will also lead to changes in the workflow for travel requests and reimbursements. Whether or not these changes will result in the need for additional staff are yet to be determined.</p>	Affirmed	12/31/2020/
5	Elaine Cogburn Dana Paulson		<p><b>Ensure that record retention requirements for all types of travel records be retained as required by statute and IRS. In addition, the district should ensure that stored bond records are separated from other district records to ensure compliance with</b></p> <p>5.1 Corrective action for this recommendation will be implemented which includes all bond payments filed in a separate storage cabinet. Accounts payable staff will review prior years records to ensure bond items are separated as necessary.</p>	Affirmed	12/31/2020/
6	Elaine Cogburn		<p><b>Address tax implications for employees who previously submitted mileage/travel reports more than 60 days after the mileage/travel occurred.</b></p> <p>6.1 Effective March 1, 2020, no employee reimbursements will be processed 60 days after travel occurs. Any reimbursements previously processed will not be retroactively corrected. District will accept risk of these instances.</p>	Risk Accepted	8/31/2020/

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**In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.  
**Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.  
**Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.  
**Complete:** Task is fully resolved and closed at this time.  
**Risk Accepted:** District has accepted residual risk of task.

Tuesday, May 17, 2022

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# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>18A002</b>	<b>Facility Rentals Process Audit</b>	Audit Report Issued 12/8/2020
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
1	Jimmy Disler		<b>Bring current business practice in line with board policy by either revising the Fees for Use section of Board Policy GKD (local) or eliminating the tiered system of facility rental rates and following board policy as written.</b>		
		1.1	Update Board Policy GKD (local) to reflect the District's current operation, tiered system of facility rental rates. Section G is scheduled to be updated and reviewed by the Board at a future date.	Complete	7/31/2021/ <b>1/31/2022</b>
2	Jimmy Disler		<b>Document the process used to calculate facility rental rates charged for use of the district facilities by non-school users. The process should include documentation which shows the actual calculation of facility rental rates, so that if requested by the</b>		
		2.1	Update Board Policy GKD (local) to reflect the District's current operation, tiered system of facility rental rates. Section G is scheduled to be updated and reviewed by the Board at a future date.	Complete	7/31/2021/ <b>1/31/2022</b>
		2.2	Create a process on how to calculate the rental rates.	Affirmed	7/31/2021/
3	Michelle Wilson Jimmy Disler		<b>Eliminate, wherever possible, manual processes that could be handled electronically.</b>		
		3.1	Contact SchoolDude to look at their process to accept electronic payments. If this is possible and works for LISD, then will discuss with Finance on how this would work.	Affirmed	6/30/2021/
		3.2	If it is vetted through Finance, then a procedure will be written to document the electronic payment process.	Affirmed	6/30/2021/ <b>10/31/2021</b>
		3.3	Michelle Wilson will reach out to the Central Texas Facility Users Group (CTFUG) to explore what other Districts are doing to eliminate manual processes where possible.	Affirmed	6/30/2021/

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>18A002</b>	<b>Facility Rentals Process Audit</b>	Audit Report Issued 12/8/2020
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
<b>4</b>	Elaine Cogburn	<b>Evaluate the need for a centralized Accounts Receivable (A/R) process that includes all departments within the district that receive payments for goods and/or services by the District.</b>			
		4.1	A/R for facility rentals: Finance staff will run report from SchoolDude to verify receipt of amounts due. This report will show events for which a facility rental fee is due. Deposits are currently sent to Finance. The additional procedure will be to verify the receipt of a deposit for funds due.	In Process	6/30/2021/ <b>8/31/2022</b>
		4.2	Centralized A/R: The need for a centralized accounts receivable process for all departments within the district will be researched further.	In Process	6/30/2021/ <b>8/31/2022</b>
<b>5</b>	Jimmy Disler Michelle Wilson	<b>Develop, document, and implement processes and procedures to ensure that all rentals, including third-party rentals, follow board policy and Leander ISD Facility Usage Guidelines.</b>			
		5.1	Board policy GKD will be reviewed by the Board at a future board meeting. After the Board has approved GKD, the process will be flowcharted to reflect the new GKD board policy.	Complete	7/31/2021/ <b>1/31/2022</b>
<b>6</b>	Jimmy Disler Michelle Wilson	<b>Require individuals and for-profit organizations to disclose and provide evidence on whether use of district facilities results in financial gain to help ensure adherence to the For-Profit Use section of Board Policy GKD (local).</b>			
		6.1	When board policy GKD is reviewed at a future board meeting, there will be discussion whether to allow for-profit groups to rent LISD facilities.	Complete	7/31/2021/ <b>1/31/2022</b>
		6.2	In the meantime, individuals and for-profit organizations will sign a form stating that the use of district facilities does not result in a financial gain and are subject to verification if the District has a concern.	Affirmed	7/31/2021/

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

<b>20A001</b>	<b>School Comm Relations</b>	Audit Report Issued 5/28/2021
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
1	Jason Miller		<p><b>Develop, document, and implement a process to ensure that staff cannot use or purchase digital resources prior to completing the Digital Resource Request process and receiving documented approval by Information Technology Services.</b></p> <p>1.1 With the implementation of MUNIS, the visibility into software purchases has become easier to scrutinize with ITS being directly in the middle of the purchase order process. Two loopholes remain - 1) procard purchases and 2) free resources teachers download</p> <p>1.2 Update the Employee Handbook to reflect the following, "Staff cannot use or purchase digital resources prior to completing the digital resource request process and receiving prior documented approval by Information Technology Services."</p>	<p>Affirmed</p> <p>Complete</p>	<p>12/31/2021/</p> <p>12/31/2021/</p>
2	Crestina Hardie		<p><b>Use the digital resource request process for current digital resources that are in use in the department and that have not been approved by ITS. Follow ITS' final recommendation regarding continued use of the resource.</b></p> <p>2.1 Submit all technology, even items not tied to student information or connected to Leander ISD internal data systems, through the Technology [digital resource] Request form.</p> <p>2.2 Work retroactively to submit technology in use to meet this need.</p>	<p>Affirmed</p> <p>Affirmed</p>	<p>12/31/2021/</p> <p>12/31/2021/</p>

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- In Process:** District/Campus implemented/resolution in process; Internal Audit follow-up later.
- Not On Track:** Task estimated completion date has lapsed; District/Campus is currently not in process of resolution.
- Affirmed:** Management declares task resolved; Internal Audit will verify during follow-up.
- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

20A001	School Comm Relations	Audit Report Issued 5/28/2021
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
3	Jason Miller		<b>Develop, document, and implement a process to provide reasonable assurance that vendors are adhering to the data sharing agreements. Consideration should be given as to whether additional staff is necessary to handle the responsibilities.</b>		
		3.1	Going forward, the Texas Data Privacy Agreement (TXDPA) form will be used for all vendors which will include a schedule of specific data collected.	Affirmed	12/31/2021/
		3.2	Annual verification will be sent out to vendors to reacknowledge the TXDPA.	Affirmed	12/31/2021/
		3.3	With the additional step of annual verification acknowledgement, ITS will need one additional FTE to "ensure" that vendors are adhering to the TXDPA.	Affirmed	12/31/2021/

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- Complete:** Task is fully resolved and closed at this time.
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Tuesday, May 17, 2022

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# Internal Audit Department

Audit Observation Status Report  
As of June 30, 2022

*EXHIBIT II*

20A001	School Comm Relations	Audit Report Issued 5/28/2021
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Obs.No.	Observation	Task#	Brief Description of Task	Task Status	Completion Dates Estimated / Revised
4	Crestina Hardie Elaine Cogburn		<b>Evaluate the need for a centralized Accounts Receivable process that includes all departments within the district that receive payment for goods and/or services provided by the district.</b>		
	4.1		Copy the Finance Office when issuing an invoice with a contracted vendor for sponsorships, who will then accept responsibility for tracking and following up on payment.	Affirmed	8/1/2021/
	4.2		New invoice will read that payment is due to the Finance Office: Attn: Dana Paulson	Affirmed	8/1/2021/
	4.3		Accounts Receivable process (1 of 6) - The department generating invoices sends a copy of the invoice to Finance.	In Process	8/1/2021/ <b>8/31/2022</b>
	4.4		Accounts Receivable process (2 of 6) - For Facility Rentals, Finance can run reports from SchoolDude to track invoices issued.	In Process	8/1/2021/ <b>8/31/2022</b>
	4.5		Accounts Receivable process (3 of 6) - All invoices will include information directing payment be sent to Leander ISD, Finance Dept. 204 W. South Street, Leander, TX 78640.	In Process	8/2/2021/ <b>8/31/2022</b>
	4.6		Accounts Receivable process (4 of 6) - Within the Finance Dept. an Accounting Tech would receive and deposit the checks.	In Process	8/1/2021/ <b>8/31/2022</b>
	4.7		Accounts Receivable process (5 of 6) - A report of deposits including account codes and amounts would be given to the Department of Treasury and Debt Management for posting to the [general ledger] GL.	In Process	8/1/2021/ <b>8/31/2022</b>
	4.8		Accounts Receivable process (6 of 6) - Finance/Treasury would monitor outstanding invoices and notify the responsible department to initiate collection efforts on past due invoices (45 days).	In Process	8/1/2021/ <b>8/31/2022</b>

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- Complete:** Task is fully resolved and closed at this time.
- Risk Accepted:** District has accepted residual risk of task.

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Approval of Internal Audit Charter  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Hélène O’Neal  
**Attachments:** Internal Audit Charter

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## **Background Information:**

Institute of Internal Auditors (IIA) standard 1000 states that “the internal audit charter (“the charter”) is a formal document that defines the internal audit activity’s purpose, authority and responsibility. The charter establishes the internal audit activity’s position within the organization, including the nature of the chief audit executive’s functional reporting relationship with the board, authorizes access to records, personnel and physical properties relevant to the performance of engagements.” A periodic review and approval of the internal audit charter is required.

## **Administrative Recommendation:**

It is recommended that the Board approve the Internal Audit Charter.

## **Sample Motion:**

I move that the Internal Audit Charter be approved as presented.

## INTERNAL AUDIT CHARTER, FY2023

### Purpose and Mission

The purpose of the Internal Audit Department is to provide independent, objective assurance and consulting services designed to add value and improve Leander ISD's operations. The mission of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. The Internal Audit Department helps Leander ISD accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes.

### Standards for the Professional Practice of Internal Auditing

The Internal Audit Department will govern itself under the guidance of the elements of The Institute of Internal Auditors' International Professional Practices Framework (IPPF), including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the International Standards for the Professional Practice of Internal Auditing, and the Definition of Internal Auditing. The Chief Audit Executive will report periodically to senior management and the Board of Trustees regarding the internal audit department's conformance to the Code of Ethics and the Standards.

### Authority

The Chief Audit Executive will report functionally to the Board of Trustees and administratively to the Superintendent to establish, maintain, and assure that the Internal Audit Department has sufficient authority to fulfill its duties. The Board of Trustees will:

- Approve the Internal Audit Department's charter.
- Approve the risk-based internal audit plan.
- Approve the Internal Audit Department's budget and resource plan.
- Receive communications from the Chief Audit Executive on the Internal Audit Department's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Chief Audit Executive.
- Approve the remuneration of the Chief Audit Executive.
- Make appropriate inquiries of management and the Chief Audit Executive to determine whether there is inappropriate scope or resource limitations.

The Chief Audit Executive will have unrestricted access to, and communicate and interact directly with the Board of Trustees, including in private meetings without management present.

The Board of Trustees authorizes the Internal Audit Department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.

## INTERNAL AUDIT CHARTER, FY2023

- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain assistance from the necessary personnel of Leander ISD, as well as other specialized services from within or outside Leander ISD, in order to complete the engagement.

### Independence and Objectivity

The Chief Audit Executive will ensure that the Internal Audit Department remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If the Chief Audit Executive determines that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises are made, and that they do not subordinate their judgment on audit matters to others.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the district or its affiliates.
- Initiating or approving transactions external to the Internal Audit Department.
- Directing the activities of any district employee not employed by the Internal Audit Department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

Where the Chief Audit Executive has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity.

Internal auditors will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

## **INTERNAL AUDIT CHARTER, FY2023**

The Chief Audit Executive will confirm to the Board of Trustees, at least annually, the organizational independence of the Internal Audit Department.

The Chief Audit Executive will disclose to the Board of Trustees any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

### **Scope of Internal Audit Activities**

The scope of internal audit activities encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board of Trustees, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the District. Internal audit assessments include evaluating whether:

- Risks relating to the achievement of the District's strategic objectives are appropriately identified and managed.
- The actions of the District's officers, directors, employees, and contractors complies with the District's policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations or programs are consistent with established goals and objectives.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the District.
- Information and the means used to identify, measure, analyze, classify, and report such information are reliable and have integrity.
- Resources and assets are acquired economically, used efficiently, and protected adequately.

The Chief Audit Executive will report periodically to senior management and the Board of Trustees regarding:

- The Internal Audit Department's purpose, authority, and responsibility.
- The Internal Audit Department's plan and performance relative to its plan.
- The Internal Audit Department's conformance with The IIA's Code of Ethics and Standards, and action plans to address any significant conformance issues.
- Significant risk exposures and control issues, including fraud risks, governance issues, and other matters requiring the attention of, or requested by, the Board of Trustees.
- Results of audit engagements or other activities.
- Resource requirements.
- Any response to risk by management that may be unacceptable to the District.

## **INTERNAL AUDIT CHARTER, FY2023**

The Chief Audit Executive also coordinates activities, where possible, and considers relying upon the work of other internal and external assurance and consulting service providers as needed. The Internal Audit Department may perform advisory and related client service activities, the nature and scope of which will be agreed with the client, provided the internal audit department does not assume management responsibility.

Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

### **Responsibility**

The Chief Audit Executive has the responsibility to:

- Submit, at least annually, to senior management and the Board of Trustees a risk-based internal audit plan for review and approval.
- Communicate to senior management and the Board of Trustees the impact of resource limitations on the internal audit plan.
- Review and adjust the internal audit plan, as necessary, in response to changes in the District's business, risks, operations, programs, systems, and controls.
- Communicate to senior management and the Board of Trustees any significant interim changes to the internal audit plan.
- Ensure each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Follow up on engagement findings and corrective actions, and report periodically to senior management and the Board of Trustees any corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure the Internal Audit Department collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensure trends and emerging issues that could impact the District are considered and communicated to senior management and the Board of Trustees as appropriate.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Establish and ensure adherence to policies and procedures designed to guide the internal audit department.
- Ensure adherence to the District's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board of Trustees.
- Ensure conformance of the Internal Audit Department with the Standards, with the following qualifications:

## INTERNAL AUDIT CHARTER, FY2023

1. If the Internal Audit Department is prohibited by law or regulation from conformance with certain parts of the Standards, the Chief Audit Executive will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
  
2. If the Standards are used in conjunction with requirements issued by other authoritative bodies, the Chief Audit Executive will ensure that the Internal Audit Department conforms with the Standards, even if the Internal Audit Department also conforms with the more restrictive requirements of other authoritative bodies.

### Quality Assurance and Improvement Program

The Internal Audit Department will establish and maintain a quality assurance and improvement program that covers all aspects of the Internal Audit Department as resources allow. The program will include an evaluation of the Internal Audit Department’s conformance with the Standards and an evaluation of whether internal auditors apply The IIA’s Code of Ethics. The program will also assess the efficiency and effectiveness of the Internal Audit Department and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board of Trustees on the Internal Audit Department’s quality assurance and improvement program, including results of internal assessments (both ongoing and periodic) and any external assessments conducted by a qualified, independent assessor or assessment team from outside the District.

### Approvals/Signatures

\_\_\_\_\_  
Hélène O’Neal, CCSA, CRMA, RTSBA  
Chief Audit Executive, Internal Audit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trish Bode  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Bruce Gearing  
Superintendent

\_\_\_\_\_  
Date

# Leander ISD Board Meeting Agenda Item Information

Meeting Date: Monday, June 13, 2022

**Agenda Item:** Consider Reorganization of the Board of Trustees  
**Purpose (this meeting):**  Discussion Item/Report Only  Action Requested  
**Administrator Responsible:** Brue Gearing  
**Attachments:** Policy BDAA (Legal and Local)

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**Background Information:**

Board Members will consider reorganization of the Board of Trustees. Policy BDAA (Legal) requires the Board to reorganize at the first meeting after each Trustee election and qualification of Board Members; however, the policy also allows the Board to reorganize at other times.

**Administrative Recommendation:**

N/A

**Sample Motion:**

I move to nominate \_\_\_\_\_ as president of the Leander ISD Board of Trustees.  
I move to nominate \_\_\_\_\_ as vice president of the Leander ISD Board of Trustees.  
I move to nominate \_\_\_\_\_ as secretary of the Leander ISD Board of Trustees.

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LEGAL)

**Selection of Officers** At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:

1. A president, who shall be a member of the Board.
2. A secretary, who may or may not be a member of the Board.
3. Such other officers and committees as the Board may deem necessary.

*Education Code 11.061(c)*

**Reorganization** In addition to the required post-election organization, the Board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

**Duties / Powers of Board President** The duties and powers of the President of the Board include, but are not limited to, the following:

- |  |   |
|--|---|
| Public Meeting on Budget and Proposed Tax Rate | 1. Call a meeting of the Board, giving public notice not earlier than the 30th day or later than the tenth day before the meeting, to discuss and adopt the budget and the proposed tax rate. <i>Education Code 44.004</i> [See CE and CCG] |
| Financial Statements                           | 2. Ensure that the annual financial statements are published as required by law. <i>Local Gov't Code 140.006</i> [See CFA]  |
| Mineral Rights                                 | 3. Execute an oil and/or gas lease or sell, exchange, and convey the minerals in land belonging to the District, approved by resolution of the Board. <i>Education Code 11.153</i>  |
| Deeds  | 4. Execute the deed for the sale of property, other than minerals, held in trust for free school purposes. <i>Education Code 11.154(b)</i>  |