



**Regular Meeting with Public Hearing Agenda
Thursday, May 11, 2023
LEO Conference Center
300 S. West Dr.
Leander, TX 78641
6:15 PM**

Board meeting protocols are available at <https://bit.ly/3DHAR4v>.

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

Members of the public may access this meeting via live stream at <https://live.myvrspot.com/st?cid=MmVIZD>. 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/3mWhhyR> between noon the day prior to the meeting and noon the day of the meeting and be present at the meeting when their number is called. **NOTE:** Individuals signed up to speak during a Public Hearing will be called to speak during that portion 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 May 5, 2023, at 2:49 PM.
A revised notice of this meeting was posted in compliance with the Texas Open Meetings Act on May 8, 2023, at 12:00 PM

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. Spotlight on Learning: River Ridge Elementary School
 - B. Glenn HS Texas Color Guard Circuit (TCGC) Percussion Scholastic A State Championship
 - C. Teacher and Substitute Appreciation Week, May 1 - 5
 - D. National Nurses and Nurses Aides Appreciation Week, May 8 - 12
 - E. HEB Excellence Award Nominee Erika Cruz
 - F. Leander ISD Prospective Principal Program (P3) and Aspiring Administrator Academy (AAA) Program Participants
- 4. COMMUNICATIONS / ANNOUNCEMENTS**
 - A. Board Member Remarks
- 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. Federal Funds Overview and Public Hearing
- 7. CITIZEN COMMENTS FOR FEDERAL FUNDS OVERVIEW PUBLIC HEARING** *(See the notes at the top of the agenda for instructions on how to sign up and details regarding*

speaking.)

8. CONSENT AGENDA

- A. Consider Approval of Foreign Exchange Student Waiver 23
- B. Consider Approval to Call a Public Meeting for the Purpose of Adopting the 2023-2024 Budget and Discussion of the Proposed 2023 Tax Rate 24
- C. Consider Approval of Budget Amendments 26

9. SUPERINTENDENT'S REPORT 37

- A. Safe and Innovative Learning Environments
- B. Empowered Student Learning

10. DISCUSSION / ACTION ITEMS

A. STUDENT EXPERIENCE

- 1. 2022-2023 School Health Advisory Council (SHAC) Annual Report 48
- 2. Discussion of Leander ISD Programs 72
- 3. Discussion of Leander ISD Mathematics Initiative 90

B. GOVERNANCE

- 1. Discussion of Secondary Schools Attendance Zoning Recommendations 107
- 2. Legislative Priorities
 - a. Discussion of Texas Association of School Boards (TASB) 2022-24 Advocacy Agenda Resolutions 136
- 3. Continued Discussion of Texas Association of School Boards (TASB) Comprehensive Policy Review - Policies CCA(LOCAL)-DNC(LOCAL) 138

C. OPERATIONS

- 1. Discussion of Districtwide Intruder Detection Audit Report Findings 208
- 2. Consider Approval of Food Service Management Contract 209
- 3. Discussion of 2023-24 Total Compensation Recommendations 274
- 4. Discussion of 2023 Certified Estimated Property Values and Recapture 331
- 5. Consider Approval of Request for Qualifications (RFQ) for Architectural/Engineering Services for 2023 Building Program 364
- 6. Consider Approval of Selection of Construction Delivery Method for 2023 Building Program 365

11. CLOSED SESSION

- 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 551.089: discussion of Districtwide Intruder Detection Audit Report Findings
- E. Texas Government Code 551.074: deliberation and consideration of employment of Wiley Middle School Principal
- F. Texas Government Code 551.072: deliberation regarding the purchase, exchange, lease or value of real property

12. ACTION PURSUANT TO CLOSED SESSION

- A. Consider Employment of Wiley Middle School Principal
- B. Consider approval of resolution establishing procedures for bona fide voluntary purchase negotiation, and alternately determining the necessity and authorizing the potential use of eminent domain if necessary to acquire a 75 acre parcel of land owned by Roy Kuchera and Alice Kuchera required for educational facility and related appurtenances and public use purposes.

13. BOARD MEETING DEBRIEF

14. ADJOURNMENT

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(LEGAL)]

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item:	Overview of Federal Funds and Public Hearing
Purpose (this meeting):	<input checked="" type="checkbox"/> Discussion Item/Report Only <input type="checkbox"/> Action Requested
Administrator Responsible:	Kendra Winans, Camile Clay, Kimberly Waltmon
Attachments:	Overview Federal Funds and Public Hearing Presentation

Background Information:

District administration will present an overview of Federal Funds and seek public comment through a public hearing. The Texas Education Agency and United States Department of Education requires a public review of the targeted areas related to Federal Funding in preparation for the submission of the federal application for grant funds. In addition, the District allows for public input on the programs and strategies that are supported by federal grants.

Administrative Recommendation:

N/A

Sample Motion:

N/A



Overview of Federal Funds & Public Hearing

May 11, 2023

PURPOSE

The purpose of this presentation is to provide an overview of the activities supported with federal funds and seek public input for the submission of Federal Applications. In addition, the district seeks public input on the Elementary and Secondary School Emergency Relief (ESSER) Funds

What Federal Funds?

Every Student Succeeds Act (ESSA)

- Title I Part A - Improving Basic Programs - \$1,103,924
- Title II Part A - Supporting Effective Instruction Program - \$623,277
- Title III Part A - Limited English Proficient Program - \$406,117
- Title IV Part A - Student Support and Academic Enrichment Program - \$80,079

Special Education: IDEA B - \$6,144,818, IDEA Preschool - \$63,533

Perkins V - Career and Technical Education - \$211,841

Elementary and Secondary Emergency Relief Funds (ESSER III - \$15,816,305 and ESSER III-Supplemental - \$11,649,370)

Development of Federal Applications

- Collaboration among stakeholders
- All components included in the District Improvement Plan (DIP)
 - Comprehensive Needs Assessment
 - Programs, Activities
 - Staff Development
 - Budget/Resources
 - Evaluation
 - Federal Program Application and Compliance Report



Title I Part A- Improving Basic Programs on Eligible Campuses

- Increase Student Achievement
- Emphasis on meaningful and ongoing Parent and Family Engagement
- Provide educationally disadvantaged students access to high-quality academic programs
- Support campus intervention staff and Parent and Family Engagement activities

Title I Part A- Targeted Activities

Parent/Family Engagement

- Parents as Teachers supplemented
- Campus-Specific, Needs-Based Events and Activities

Homeless Supports

- Materials/supplies, including school supplies and hygiene items
- Other timely student-specific resources

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Interventionists

- Identification of academic needs
- Provide intensive evidence based small-group instruction

Title II- Supporting Effective Instruction

- Increase Student Achievement
- Improve Educator Quality and Effectiveness
- Increase the Number of Effective Educators
- Provide Low-Income and Minority Students Greater Access to Effective Educators

Title II Activities- Supporting Effective Instruction



Title III- English Language Acquisition, Language Enhancement, and Academic Achievement

- Assist Emergent Bilingual students to meet State academic standards
- Establish and sustain effective language programs
- Develop and enhance capacity to provide effective instructional programs
- Promote parental, family, and community participation in language educational programs

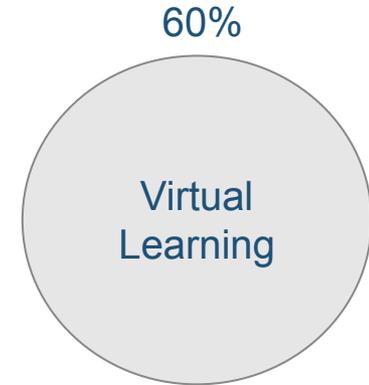
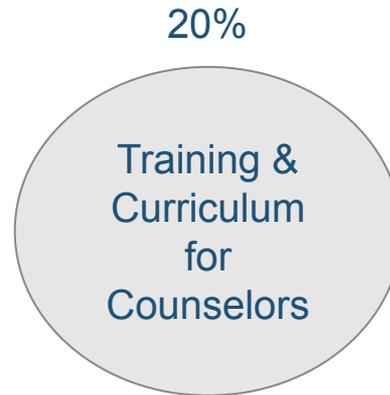
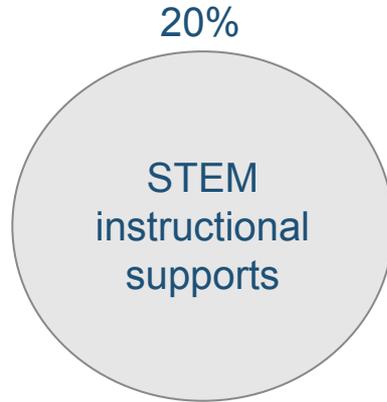
Title III Activities

- Parent outreach and trainings
- Family literacy services and outreach
- Improving Language Instruction and Educational Programs by upgrading curricula and instructional materials
- Professional learning opportunities for teachers

Title IV- Student Support and Academic Enrichment

- Provide all students access to well-rounded education
- Improve academic outcomes by maintaining safe and healthy students
- Improve the use of technology to advance student academic achievement

Title IV Activities



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Perkins V - Career and Technical Education (CTE)

- Provide career exploration and career development activities
- Provide professional development
- Provide the skills necessary to pursue careers in high-skill, ¹⁷ high-wage, in-demand occupations
- Support integration of academic skills into CTE programs of study
- Support integration of programs of study
- Evaluate Perkins-funded programs including CLNA (Comprehensive Local Needs Assessment)

Perkins V - CTE Activities

- Personnel
- Supplies/Equipment
- Career Development Software

Special Education

- Ensure that eligible students (ages 3-21) with disabilities are provided with a free appropriate public education
- Salaries of special education teachers and costs associated with related services personnel
- Support and direct student services

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Special Education Activities

- Personnel 75-80%
- Residential care
- Contracted services
- Instructional materials and evaluation materials
- Professional Learning

Elementary Secondary Emergency Relief (ESSER) Overview and Input

ESSER I, II, III and III-Supplemental

Intent of all ESSER grants is to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students

*Plan and details can be found at [ESSER Plan](#)

Public Hearing

The background features a dark blue field on the left, transitioning into a series of overlapping, angular shapes in shades of yellow and orange on the right. These shapes resemble stylized rays or abstract architectural elements, creating a dynamic and modern aesthetic.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Consider Approval of Foreign Exchange Student Waiver
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: John Graham
Attachments: N/A

Background Information:

Every three years Leander ISD completes the application for the Foreign Exchange Student waiver to limit the number of foreign exchange students at each Leander ISD high school. The Commissioner will respond with an approval or denial letter no later than the 60th day after the date of receipt of the request. This waiver allows for a limit of five or less foreign exchange students at each Leander ISD high school. The waiver will include any new high schools that open in Leander ISD during the time of the approved waiver. Our current waiver expires at the end of the 2022-2023 school year. Leander ISD may reapply for a new foreign exchange student waiver at the end of the period in which the existing waiver will expire. An application for a new waiver should be submitted no earlier than May 1st of the year in which the currently approved waiver expires. Upon Board approval, the application will be submitted to the Commissioner of Education for renewal

Administrative Recommendation:

Administration recommends that the Board approve the submission of the Foreign Exchange Student waiver, which will limit the number of foreign exchange students to five or less for each Leander ISD high school.

Sample Motion:

I move that the Board approve the submission of the Foreign Exchange Student waiver, which will limit the number of foreign exchange students to five or less for each Leander ISD high school.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item:	Consider Approval to Call a Public Meeting for the Purpose of Adopting the 2023-2024 Budget and Discussion of the Proposed 2023 Tax Rate	
Purpose (this meeting):	<input type="checkbox"/> Discussion Item/Report Only	<input checked="" type="checkbox"/> Action Requested
Administrator Responsible:	Pete Pape	
Attachments:	N/A	

Background Information:

As part of the budget and tax rate adoption process, the Board President must officially “call a meeting” for the purpose of discussing and adopting the budget and proposed tax rate. In accordance with Section 44.004(a) of the Education Code, “when the budget has been prepared under Section 44.002, the Board President shall call a meeting of the Board of Trustees for the purpose of adopting a budget for the succeeding fiscal year.” The Board President shall also provide for the publication of notice of the budget and proposed tax rate meeting in a daily, weekly, or biweekly newspaper published in the district. Notice of the meeting shall be published not earlier than the 30th day or later than the 10th day before the date of the hearing. Any taxpayer of the district may be present and participate in the meeting.

The Administration requests that the Board President call the public meeting to be held at the June 15, 2023, Board meeting. The public notice for the budget/tax rate hearing will be published in the June 1st and June 11th, 2023, editions of Hill Country News and Four Points News, respectively. **The publication in Hill Country News meets the legal requirements.** Four Points News has converted to bi-weekly printing, so the publication date falls outside of the requirements, however, administration recommends continuing with publication in Four Points News as a good faith effort to keep the public informed. In the public notice, the Board must indicate the proposed M&O and I&S tax rates. The administration recommends publishing the tax rates based on the Board’s amended assumptions; M&O rate of \$0.9344 and I&S rate of \$0.3300.

Several bills have been introduced in the 88th Legislative Session that increase compression of the Tier 1 tax rate and adjust the equity band for setting the state floor. Under current law, the state maximum 2023 Tier 1 tax rate allowed for M&O purposes is projected to be \$0.8827, and the floor is \$0.7944. Based on preliminary estimates of property values and compression under current law, LISD’s M&O Tier 1 rate will be compressed down to \$ 0.7944, resulting in a total M&O rate of \$0.9344. The current I&S rate is \$0.3300, and the Board has authority to raise or lower the I&S rate, as appropriate.

The Board may adopt a tax rate that is LOWER than the published rate but must publish the Notice a second time in order to adopt a higher rate than that published. The 2023 certified values will be received in late July, and the actual tax rate will be adopted in August or September. More discussions on the actual tax rate will be held in the coming months but a proposed tax rate must be published in the Notice.

Section 44.0041 of the Education Code requires that, “(a) concurrently with the publication of notice of the budget, a school district shall post a summary of the proposed budget: (1) on the school district’s website; or (2) if the district has no Internet website, in the district’s central administrative office. (b) The budget summary must include: (1) information relating to per student and aggregate spending on (A) instruction; (B) instructional support; (C) central administration; (D) district operations; (E) debt service; and (F) any other category designated by the commissioner; and (2) a comparison to the previous year’s actual spending.” A proposed budget document will be prepared in compliance with this mandate and a copy will be provided to the Board. The posting to the website will occur simultaneous to the publication of the public hearing notice in Hill Country News.

The 2023-2024 budget will be adopted at the June 15, 2023 meeting. The tax rate will be discussed at this meeting but will not be adopted until August or September.

Administrative Recommendation:

The recommendation is that the Board President call a meeting for 6:15 PM for June 15, 2023, for the purpose of discussing and adopting the 2023-2024 budget and discussion of the 2023 proposed tax rate and authorize the Administration to publish a tax rate of \$1.2644 for purposes of the Notice of Public Hearing.

Sample Motion:

I move that a meeting of the Board of Trustees is called for 6:15 PM on June 15, 2023, for the purpose of discussing and adopting the 2023-2024 budget and discussion of the 2023 proposed tax rate and authorize the Administration to publish a tax rate of \$1.2644 for purposes of the Notice of Public Hearing.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

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

Background Information:

The Board of Trustees adopted the 2022-2023 budget on June 23, 2022. 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 May 2, 2023.

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

- Transfers among functions with no effect on the total operating deficit/surplus.

There are no amendments to the **Child Nutrition Fund** and **Debt Service Fund**.

Administrative Recommendation:

Administration recommends that the Board approve the budget transfers and amendments to the 2022-2023 budget, as presented.

Sample Motion:

I move that the Board of Trustees approve the budget transfers and amendments to the 2022-2023 budget, as presented.

Leander Independent School District
General Fund - Fund 199
Budget Amendments/Transfers as of May 2, 2023

	2022-2023 Original Budget	Previously Amended Budget	Proposed Amendments 05/02/23	Proposed Amended Budget
Revenues:				
Local Sources	\$ 394,721,314	\$ 399,757,039	\$ -	\$ 399,757,039
State Sources	46,456,165	53,543,635	-	53,543,635
Federal Sources	5,318,206	6,648,206	-	6,648,206
TOTAL REVENUES	\$ 446,495,685	\$ 459,948,880	\$ -	\$ 459,948,880
Expenditures:				
Function 11 - Instruction	\$ 250,421,598	\$ 252,292,860	\$ (648,447)	\$ 251,644,413
Function 12 - Instructional Resources & Media	5,032,282	5,071,464	-	5,071,464
Function 13 - Staff Development	9,909,325	9,891,723	(5,530)	9,886,193
Function 21 - Instructional Administration	4,670,311	4,545,537	6,206	4,551,743
Function 23 - School Administration	23,265,335	23,333,348	314,870	23,648,218
Function 31 - Guidance & Counseling	21,138,589	21,083,959	6,545	21,090,504
Function 32 - Social Services	1,531,421	1,605,076	-	1,605,076
Function 33 - Health Services	3,966,488	3,974,408	304,218	4,278,626
Function 34 - Student Transportation	13,326,682	13,606,545	-	13,606,545
Function 35 - Food Services	10,000	44,425	4,008	48,433
Function 36 - Co-Curricular Activities	12,840,895	13,035,114	8,038	13,043,152
Function 41 - General Administration	10,219,520	10,562,659	-	10,562,659
Function 51 - Plant Maintenance & Operations	35,304,370	37,954,269	(250)	37,954,019
Function 52 - Security	2,405,898	2,561,432	10,342	2,571,774
Function 53 - Data Processing	9,068,083	9,008,016	-	9,008,016
Function 61 - Community Services	2,256,070	2,329,189	-	2,329,189
Function 71 - Debt Service	132,000	132,000	-	132,000
Function 81 - Capital Outlay	-	-	-	-
Function 91 - Contracted Instruction Services	36,210,203	50,637,501	-	50,637,501
Function 95 - JJAEP	245,000	242,275	-	242,275
Function 99 - Other Intergovernmental Charges	2,410,735	2,431,040	-	2,431,040
TOTAL ALL EXPENDITURES	\$ 444,364,805	\$ 464,342,842	\$ -	\$ 464,342,842
Excess/(Deficiency) of Revenues vs. Expenditures	\$ 2,130,880	\$ (4,393,962)	\$ -	\$ (4,393,962)
Other Financing Sources/Uses				
Sale of Assets	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Transfer Out - Other	(50,000)	(50,000)	-	(50,000)
Transfer Out - Healthcare	(7,300,000)	(7,300,000)	-	(7,300,000)
Transfer Out - Healthcare Additional Contribution	-	-	-	-
Other Uses - Settlements	(180,000)	-	-	-
Total Other Financing Sources/Uses	\$ (7,510,000)	\$ (7,330,000)	\$ -	\$ (7,330,000)
Net Increase/(Decrease) in Fund Balance	\$ (5,379,120)	\$ (11,723,962)	\$ -	\$ (11,723,962)
<hr/>				
Beginning Fund Balance for Fund 181	(497,557)	(497,557)		(497,557)
Beginning Fund Balance for Fund 196	2,733,409	2,733,409		2,733,409
Beginning Fund Balance for Fund 197	(38,743,571)	(38,743,571)		(38,743,571)
Beginning Fund Balance for Fund 199	215,354,536	215,354,536		215,354,536
Total Beginning Fund Balance of Fund 19X *	\$ 178,846,817	\$ 178,846,817		\$ 178,846,817
Net Operating Results - All General Fund 19X	(5,379,120)	(11,723,962)		(11,723,962)
Projected Ending Fund Balance	\$ 173,467,697	\$ 167,122,855		\$ 167,122,855

*Audited, per 2022 ACFR

Leander Independent School District
 General Fund - New Instructional Facilities Allotment (NIFA) - Fund 181
 Summary of Budget Transfers/Amendments
 As of May 2, 2023

REVENUES:

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

Other Resources

Ref #	Offset Function	Organization	Amount	Description
TOTAL TRANSFERS IN			\$ -	

EXPENDITURES:

Function 11 - Instruction

Ref #	Offset Function	Organization	Amount	Description
171	36	049	(5,856)	Campus/Department request to move funds
TOTAL FUNCTION 11			\$ (5,856)	

Function 12 - Instructional Resources & Media

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 12			\$ -	

Function 13 - Staff Development

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 13			\$ -	

Function 21 - Instructional Administration

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 21			\$ -	

Function 23 - School Administration

Ref #	Offset Function	Organization	Amount	Description
173	36	049	(399)	Campus/Department request to move funds
TOTAL FUNCTION 23			\$ (399)	

Leander Independent School District
General Fund - New Instructional Facilities Allotment (NIFA) - Fund 181
Summary of Budget Transfers/Amendments
As of May 2, 2023

Function 31 - Guidance & Counseling

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 31			\$ -	

Function 32 - Social Services

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 32			\$ -	

Function 33 - Health Services

Ref #	Offset Function	Organization	Amount	Description
172	36	049	(840)	Campus/Department request to move funds
TOTAL FUNCTION 33			\$ (840)	

Function 34 - Student Transportation

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 34			\$ -	

Function 35 - Food Service

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 35			\$ -	

Function 36 - Co-Curricular Activities

Ref #	Offset Function	Organization	Amount	Description
171	11	049	5,856	Campus/Department request to move funds
172	33	049	840	Campus/Department request to move funds
173	23	049	399	Campus/Department request to move funds
TOTAL FUNCTION 36			\$ 7,095	

Function 41 - General Administration

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 41			\$ -	

Function 51 - Plant Maintenance & Operations

Ref #	Offset Function	Organization	Amount	Description
27	52	129	(250)	Campus/Department request to move funds
TOTAL FUNCTION 51			\$ (250)	

Leander Independent School District
 General Fund - New Instructional Facilities Allotment (NIFA) - Fund 181
 Summary of Budget Transfers/Amendments
 As of May 2, 2023

Function 52 - Security

Ref #	Offset Function	Organization	Amount	Description
27	51	129	250	Campus/Department request to move funds
TOTAL FUNCTION 52			\$ 250	

Function 53 - Data Processing

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 53			\$ -	

Function 61 - Community Services

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 61			\$ -	

Function 71 - Debt Service

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 71			\$ -	

Function 81 - Capital Outlay

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 81			\$ -	

Function 91 - Contracted Instruction Services

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 91			\$ -	

Function 99 - Other Intergovernmental Charges

Ref #	Offset Function	Organization	Amount	Description
TOTAL FUNCTION 99			\$ -	

Transfers Out

Ref #	Offset Function	Organization	Amount	Description
TOTAL TRANSFERS OUT			\$ -	

TOTAL EXPENDITURES			\$ -	
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INCREASE/(DECREASE) TO FUND BALANCE			\$ -	
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Leander Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
As of May 2, 2023

REVENUES:

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

Other Resources

Ref #	Offset Function	Organization	Amount	Description
			-	
TOTAL TRANSFERS IN			\$	-

EXPENDITURES:

Function 11 - Instruction

Ref #	Offset Function	Organization	Amount	Description
10	36	003	(2,568)	Campus/Department request to move funds
12	31	048	524	Campus/Department request to move funds
11	23	046	(600)	Campus/Department request to move funds
2	13	049	110	Campus/Department request to move funds
17	13	125	(154)	Campus/Department request to move funds
3	23	049	(4,000)	Campus/Department request to move funds
10	31	128	(376)	Campus/Department request to move funds
21	35	041	(3,231)	Campus/Department request to move funds
22	35	041	(400)	Campus/Department request to move funds
23	35	041	(77)	Campus/Department request to move funds
24	35	041	(100)	Campus/Department request to move funds
25	35	041	(200)	Campus/Department request to move funds
26	31	110	9	Campus/Department request to move funds
123	13	110	(226)	Campus/Department request to move funds
97	31	110	(506)	Campus/Department request to move funds
107	31	110	(62)	Campus/Department request to move funds
110	31	110	(81)	Campus/Department request to move funds
100	31	multiple	(5,362)	Campus/Department request to move funds
14	23/31	044	(667)	Campus/Department request to move funds
91	23	114	700	Campus/Department request to move funds
8	36	120	(100)	Campus/Department request to move funds
49	52	042	580	Campus/Department request to move funds
59	13	046	(124)	Campus/Department request to move funds
56	23	110	(752)	Campus/Department request to move funds
35	13	042	355	Campus/Department request to move funds
19	21	874	(894)	Campus/Department request to move funds
32	23/33	999	(600,000)	Increase Budget in Functions 23 and 33
28	52	115	(367)	Campus/Department request to move funds
29	52	115	(20)	Campus/Department request to move funds

Leander Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
As of May 2, 2023

Function 11 - Instruction (Continued)

106	13/21	917	(4,775)	Campus/Department request to move funds
178	13	101	688	Campus/Department request to move funds
206	52	016	(4,000)	Campus/Department request to move funds
64	23	006	2,000	Campus/Department request to move funds
203	52	102	(60)	Campus/Department request to move funds
209	52	002	(783)	Campus/Department request to move funds
202	36	001	335	Campus/Department request to move funds
201	36	001	1,742	Campus/Department request to move funds
163	36	049	242	Campus/Department request to move funds
18	31	114	(41)	Campus/Department request to move funds
20	52	041	(2,500)	Campus/Department request to move funds
215	13	103	150	Campus/Department request to move funds
288	23	016	(5,000)	Campus/Department request to move funds
239	23/33	699	(12,000)	Campus/Department request to move funds
TOTAL FUNCTION 11			\$ (642,591)	

Function 12 - Instructional Resources & Media

Ref #	Function	Organization	Amount	Description
TOTAL FUNCTION 12			\$ -	

Function 13 - Staff Development

Ref #	Function	Organization	Amount	Description
6	21	119	2,763	Campus/Department request to move funds
7	23	129	(150)	Campus/Department request to move funds
2	11	049	(110)	Campus/Department request to move funds
17	11	125	154	Campus/Department request to move funds
13	36	046	(594)	Campus/Department request to move funds
123	11	110	226	Campus/Department request to move funds
59	11	046	124	Campus/Department request to move funds
47	31	874	(450)	Campus/Department request to move funds
35	11	042	(355)	Campus/Department request to move funds
9	21	874	(3,500)	Campus/Department request to move funds
106	11	917	200	Campus/Department request to move funds
178	11	101	(688)	Campus/Department request to move funds
63	52	006	(3,000)	Campus/Department request to move funds
215	11	103	(150)	Campus/Department request to move funds
TOTAL FUNCTION 13			\$ (5,530)	

Function 21 - Instructional Administration

Ref #	Function	Organization	Amount	Description
6	13	874	(2,763)	Campus/Department request to move funds
9	13	874	3,500	Campus/Department request to move funds
19	11	874	894	Campus/Department request to move funds
106	11	917	4,575	Campus/Department request to move funds
TOTAL FUNCTION 21			\$ 6,206	

Leander Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
As of May 2, 2023

Function 23 - School Administration

Ref #	Offset		Amount	Description
	Function	Organization		
7	13	129	150	Campus/Department request to move funds
11	11	046	600	Campus/Department request to move funds
3	11	049	4,000	Campus/Department request to move funds
14	11	044	467	Campus/Department request to move funds
91	11	114	(700)	Campus/Department request to move funds
56	11	110	752	Campus/Department request to move funds
32	11	999	300,000	Increase Budget in preparation of Final Amendment
64	11	006	(2,000)	Campus/Department request to move funds
228	11	016	5,000	Campus/Department request to move funds
239	11	699	7,000	Campus/Department request to move funds
TOTAL FUNCTION 23			\$ 315,269	

Function 31 - Guidance & Counseling

Ref #	Offset		Amount	Description
	Function	Organization		
12	11	048	(524)	Campus/Department request to move funds
10	11	128	376	Campus/Department request to move funds
26	11	110	(9)	Campus/Department request to move funds
97	11	110	506	Campus/Department request to move funds
107	11	110	62	Campus/Department request to move funds
100	11	874	5,362	Campus/Department request to move funds
110	11	110	81	Campus/Department request to move funds
14	11	044	200	Campus/Department request to move funds
47	13	874	450	Campus/Department request to move funds
18	11	114	41	Campus/Department request to move funds
TOTAL FUNCTION 31			\$ 6,545	

Function 32 - Social Services

Ref #	Offset		Amount	Description
	Function	Organization		
TOTAL FUNCTION 32			\$ -	

Function 33 - Health Services

Ref #	Offset		Amount	Description
	Function	Organization		
229	52	016	58	Campus/Department request to move funds
32	11	999	300,000	Increase Budget in preparation of Final Amendment
239	11	699	5,000	Campus/Department request to move funds
TOTAL FUNCTION 33			\$ 305,058	

Leander Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
As of May 2, 2023

Function 34 - Student Transportation

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

Function 35 - Food Services

<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
21	11	041	3,231	Campus/Department request to move funds
22	11	041	400	Campus/Department request to move funds
23	11	041	77	Campus/Department request to move funds
24	11	041	100	Campus/Department request to move funds
25	11	041	200	Campus/Department request to move funds
TOTAL FUNCTION 35			\$ 4,008	

Function 36 - Co-Curricular Activities

<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
10	11	003	2,568	Campus/Department request to move funds
13	13	046	594	Campus/Department request to move funds
8	11	120	100	Campus/Department request to move funds
202	11	001	(335)	Campus/Department request to move funds
201	11	001	(1,742)	Campus/Department request to move funds
163	11	049	(242)	Campus/Department request to move funds
TOTAL FUNCTION 36			\$ 943	

Function 41 - General Administration

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

Function 51 - Plant Maintenance & Operations

<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
TOTAL FUNCTION 51			\$ -	

Leander Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
As of May 2, 2023

Function 52 - Security

<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
229	33	016	(58)	Campus/Department request to move funds
49	11	042	(580)	Campus/Department request to move funds
28	11	115	367	Campus/Department request to move funds
29	11	115	20	Campus/Department request to move funds
206	11	016	4,000	Campus/Department request to move funds
63	13	006	3,000	Campus/Department request to move funds
203	11	102	60	Campus/Department request to move funds
209	11	002	783	Campus/Department request to move funds
20	11	041	2,500	Campus/Department request to move funds
TOTAL FUNCTION 52			\$ 10,092	

Function 53 - Data Processing

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

Function 61 - Community Services

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

Function 71 - Debt Service

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

Function 81 - Capital Outlay

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

Function 91 - Contracted Instruction Services

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

Function 95 - JJAEP

<u>Ref #</u>	<u>Offset Function</u>	<u>Organization</u>	<u>Amount</u>	<u>Description</u>
TOTAL FUNCTION 95			\$ -	

Leander Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
As of May 2, 2023

Function 99 - Other Intergovernmental Charges (TCAD/WCAD Tax Svc)

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

Transfers Out/Other Uses

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

TOTAL EXPENDITURES			\$ -	
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INCREASE/(DECREASE) TO FUND BALANCE			\$ -	
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Empowered Student Learning, Empowered Staff & Impactful Family Engagement

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Safe and Innovative Learning Environments

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Thank you

2023 BOND LEANDER ISD 

ELECTION RESULTS

- Proposition A
- Proposition B
- Proposition C





Unofficial Results

Results are considered unofficial until the LISD Board of Trustees canvasses final vote totals provided by the counties at the May 16 special meeting.

Proposition A

The issuance of
\$698,330,000

	Combined Votes (#)	Combined Votes (%)
For	9,385	62.04%
Against	5,743	37.96%

Proposition B

The issuance of
\$50,820,000

	Combined Votes (#)	Combined Votes (%)
For	9,739	64.43%
Against	5,376	35.57%

Proposition C

45

The issuance of
\$13,670,000

	Combined Votes (#)	Combined Votes (%)
For	9,147	60.52%
Against	5,966	39.47%

LEANDER ISD

Class of 2023 Graduations

Wednesday, May 17
New Hope High School: 6:00 pm
@ Vista Ridge HS

Friday, May 19
SELF 18+ Transition Services:
7:00 pm @ Vista Ridge HS

Friday, May 26
Rouse High School - 8:00 am
Vista Ridge High School - 12:00 pm
Glenn High School - 4:00 pm
Cedar Park High School - 8:00 pm

Saturday, May 27
Vandegrift High School - 8:00 am
Leander High School - 12:00 pm
May 26 & 27 @ H-E-B Center



Discussion

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: 2022-2023 School Health Advisory Committee Annual Report
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Matt Bentz, Joseph Gorordo, Kaya Klotzek, Shannon Mann-Butler, Bonnie Artale, Hawley Poinsett, Kelli Merchant, Stephanie Holdren, Stefanie Turner
Attachments: 2022-2023 School Health Advisory Committee Annual Report (SHAC) Atch1
2022-2023 School Health Advisory Committee Annual (SHAC) Report 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. The 2023-2024 SHAC committee annual written report is attached, and the committee is providing a presentation on the work the committee conducted this past year. Subcommittees include Physical Activity and Nutrition, Social and Emotional Well-being Substance Abuse, Social Emotional Well-being Child Protection, Protection of Marginalized Populations and Human Sexuality.

Administrative Recommendation:

N/A

Sample Motion:

N/A



**2022-2023 School Health Advisory Committee
(SHAC) Annual Report
May 11, 2023**

Purpose

- Review the work of the 2022-2023 Leander ISD School Health Advisory Committee
- Present each subcommittee's recommendations

- Make recommendations to the school board on coordinated school health programming and its impact on student health and learning.
- Does not make policy.
- Yearly reports are sent to the school board, who reviews and instructs Leander ISD administration if any action is to be taken.

SHAC Parent Leaders

Chair:

Joseph Gorordo

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Co-Chair:

Shannon Mann-Butler

Secretary:

Kaya Klotzek

Who Are We?



PARENTS



COMMUNITY
MEMBERS



HEALTH
PROFESSIONALS



TEACHERS



PRINCIPALS

53



DISTRICT
ADMINISTRATORS



SCHOOL
BOARD

SHAC Requirements



Be parent led (we have volunteers!!)



SHAC must report to the School Board at least once annually.

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SHAC must meet at least four (4) times annually.



SHAC must be comprised of at least five (5) members, approved by the School Board, and a variety of community members, parents, and district staff.



Required to have specific subcommittees.

November 14, 2022 | 5:30-7:30 pm

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December 12, 2022 | 5:30-7:30 pm

February 20, 2023 | 5:30-7:30 pm

March 27, 2023 | 5:30-7:30 pm

**Subcommittees scheduled and participated in additional work sessions to complete recommendations*

Subcommittees

- **Physical Activity and Nutrition**
- **Social and Emotional Well-being**
- **Protection of Marginalized Population**
- **Human Sexuality**

Subcommittee Spokesperson: Hawley Poinsett, MS, RDN, LD,

Recommendations:

- Focus on Quality Nutrition Education in all applicable areas of the school.
 - We recommend that a needs assessment be carried out in the 2023-2024 academic year to identify how, what, and where nutrition education is taught across the district.
 - This needs assessment will be used to identify areas and evidence-based resources to improve and make quality nutrition education easier to deliver and more consistent and streamlined across the district. The nutrition information would ensure meeting requirements but could include areas that are needed beyond the TEKS.

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Substance Abuse and Fentanyl Use Prevention

Subcommittee Spokesperson: Stefanie Turner

Recommendations:

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- All staff are provided access to nasal naloxone as well as all nurse stations equipped with intramuscular naloxone option such as Zimhi.
- Provide the community with an awareness night that specifically talks about Fentanyl and the dangers associated with it.
- Explore community partnerships to bring more resources into LEO for students struggling with substance use.

Social and Emotional Well-being, Continued

Substance Abuse and Fentanyl Use Prevention

Subcommittee Spokesperson: Stefanie Turner

Recommendations:

- Explore opportunities to create a recovery high school.
- Conduct assemblies for students with real world information.
- Recommend A Song for Charlie curriculum for Fentanyl prevention.
- Create a resource tab on Leander ISD website for parents

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Social and Emotional Well-being, Continued

Child Protection

Subcommittee Spokesperson: Kelli Merchant

Recommendations:

- Recommend the adoption of the Second Step Child Protection Unit for EC-5 and the Monique Burr Foundation Teen Safety Matters.
- Recommend Leander ISD staff continue to explore SEL/mental health curriculum for secondary students.
- Recommend the district adopted substance prevention education addresses mental health.

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Protection of Marginalized Populations

Subcommittee Spokesperson: Stephanie Holdren

Recommendations:

- Adopt a proposed definition of marginalized individuals:
 - Those who are most excluded and at risk of discrimination.
 - People can be marginalized due to multiple factors such as: sexual orientation, gender, geography, race, color, ethnicity, religion, national origin, socio-economic status, or differing ability/disability.
- Maintain, share, and promote the LISD List of Inclusive Activities/Events.
- Follow through on the faculty Cultural Competency survey proposed by Mr. Street.

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Protection of Marginalized Populations, Continued

- Analyze disciplinary data in regards to marginalized students.
 - Who is being disciplined in relation to the overall student population?
 - How are they being disciplined? Are consequences equitable across the student population?⁶²
- Act on data from the campus climate surveys:
 - Work to increase feelings of acceptance and belonging among students.
 - Work to improve emotional well-being in school among secondary students.
 - Encourage more advancement (PACE, QUEST, pre-AP, AP classes, etc.) among marginalized students starting in elementary up through high school.

Subcommittee Spokesperson: Bonnie Artale

Recommendations:

63

- The Human Sexuality Subcommittee reviewed the Human Sexuality TEKS for grades 7-12 and looked across grade levels at what students were expected to know in alignment with the TEKS. Additionally, the committee reviewed legislation around human sexuality to ensure our understanding of the role of the school district and parents throughout the process.
- Next year SHAC committee will be reviewing resources for Human Sexuality, the findings from this committee will be shared with next year's SHAC as a starting place for the selection process next year.

2022-2023 SHAC Annual Report is available on the Leander ISD [SHAC Website](#).

School Health Advisory Committee (SHAC)

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The School Health Advisory Committee, made up of school personnel, community members and parents, recommends a coordinated health program for elementary and middle school students.

LISD Board Reports:

- [2022 Board Report](#) | [2022 Annual Report](#)
- [2021 Board Report](#)
- [2020 Board Report](#)
- [2019 Board Report](#)
- [2018 Board Report](#)
- [2017 Board Report](#)

[Coordinated Approach to Child Health \(CATCH\) Program](#) | [LISD Wellness Vision Statement](#) | [2018 Wellness Plan](#)

- [Nov. 8, 2021 Meeting Agenda](#) | [Nov. 8, 2021 Meeting Recordings](#) | [Nov. 8, 2022 Meeting Minutes](#)
- [Dec. 13, 2021 Agenda](#) | [Dec. 13, 2021 Meeting Recordings](#) | [Dec. 13, 2021 Meeting Minutes](#)
- [Feb. 21, 2022 Agenda](#) | [Feb. 21, 2022 Meeting Recordings](#) | [Feb. 21, 2022 Meeting Minutes](#)
- [March 28, 2022 Agenda](#) | [March 28, 2022 Meeting Recordings](#) | [March 28, 2022 Meeting Minutes](#)
- [Nov. 14, 2022 Meeting Agenda](#) | [Nov. 14, 2022 Meeting Recordings](#) | [Nov. 14, 2022 Meeting Minutes](#)
- [Dec. 12, 2022 Meeting Agenda](#) | [Dec. 12, Meeting Recordings](#) | [Dec. 12, 2022 Meeting Minutes](#)
- [Feb. 20, 2023 Agenda](#) | [Feb. 20, 2023 Meeting Recordings](#) | [Feb. 20, 2023 Meeting Minutes](#)
- [March 27, 2023 Agenda](#) | [March 27, 2023 Meeting Recordings](#) | [March 27, 2023 Meeting Minutes](#)

Discussion

School Health Advisory Council (SHAC)

Annual Report

2022-2023

The Texas Education Code 28.004 requires that the Board of Trustees of each school district “establish a local school health advisory council to assist the district in ensuring that local community values are reflected in the district's health education instruction” and that the local school health advisory council “submit to the board of trustees, at least annually, a written report that includes:

1. Any council recommendation concerning the school district's health education curriculum and instruction or related matters that the council has not previously submitted to the board;
2. Any suggested modification to a council recommendation previously submitted to the board;
3. A detailed explanation of the council's activities during the period between the date of the current report and the date of the last prior written report.

A District Steering Committee met in early Fall 2022 to map out the direction of the School Health Advisory Committee (SHAC). Due to the cross-functionality of the topics addressed, this year's steering committee consisted of the Chief Academic Officer, Senior Director of K-12 Curriculum, Science Curriculum Specialist, Assistant Director of Athletics, and Director of Counseling Services.

The first SHAC meeting consisted of reviewing last year's SHAC recommendations, training on the purpose and role of a SHAC, and reviewing data on district measures. In addition, the committee reviewed the components of the Coordinated School Health program (Nutrition, Health Services, Safe School Environment, Counseling/Mental Health, Staff Wellness, Parent involvement, Physical Education, and Health Education).

We then led the SHAC members through an exercise where each member proposed topics they were interested in exploring for Leander ISD. After the topics were organized into subcommittees, each member self-selected the committee to participate based on individual interests. The subcommittees were facilitated by District employees with feedback from committee members.

The following is a report of each committee's actions and recommendations:

Subcommittee Recommendations:

1. Physical Activity & Nutrition Subcommittee

- Recommendations: Focus on Quality Nutrition Education in all applicable areas of the school.
 - We recommend that a needs assessment be carried out in the 2023-2024 academic year to identify how, what and where nutrition education is taught across the district.
 - This needs assessment will be used to identify areas and evidenced-based resources to improve and make quality nutrition education easier to deliver and more consistent and streamlined across the district. The nutrition information would ensure meeting requirements but could include areas that are needed beyond the TEKS.

2. Social and Emotional Well-being Subcommittee

The Social and Emotional Well-being Sub Committee's recommendations focus on the three areas listed below. Within each area, additional recommendations are provided.

- Substance Abuse and Fentanyl Use Prevention
 - All staff are provided access to nasal naloxone as well as all nurse stations equipped with intramuscular naloxone option such as Zimhi.
 - Provide the community with an awareness night that specifically talks about fentanyl and the dangers associated with it
 - Explore community partnerships to bring more resources into LEO for students struggling with substance use.
 - Explore opportunities to create a recovery high school.
 - Conduct assemblies for students with real world information.
 - Recommend A Song for Charlie curriculum for Fentanyl prevention.
 - Create a resource tab on Leander ISD website for parents
- Child Protection
 - Recommend the adoption of the Second Step Child Protection Unit for EC-5 and the Monique Burr Foundation Teen Safety Matters.
 - Recommend Leander ISD staff continue to explore SEL/mental health curriculum for secondary students.
 - Recommend the district adopted substance prevention education that addresses mental health.

3. Protection of Marginalized Populations Subcommittee

- Adopt a proposed definition of marginalized individuals:
 - Those who are most excluded and at risk of discrimination.
 - People can be marginalized due to multiple factors such as: sexual orientation, gender, geography, race, color, ethnicity, religion, national origin, socio-economic status, or differing ability/disability.
- Maintain, share, and promote the [List of Inclusive Activities](#) and Events that schools can use/integrate.
- Follow through on the faculty [Cultural Competency](#) survey proposed by Mr. Street.
 - Analyze disciplinary data in regards to marginalized students.
 - Who is being disciplined in relation to the overall student population?
 - How are they being disciplined? Are consequences equitable across the student population?
- Based on data from the campus climate surveys:
 - Work to increase feelings of acceptance and belonging among students.
 - Work to improve emotional well-being in school among secondary students.
 - Encourage more advancement (PACE, QUEST, pre-AP, AP classes, etc.) among marginalized students starting in elementary up through high school.

4. Human Sexuality

- The Human Sexuality Subcommittee reviewed the Human Sexuality TEKS for grades 7-12 and looked across the grade levels at what students were expected to know in alignment of the TEKS. Additionally, the committee reviewed legislation around human sexuality to ensure our understanding of the role of the school district and parents throughout the process.
- Next year SHAC's committee will be reviewing resources for Human Sexuality, the findings from this committee will be shared with next year's SHAC as a starting place for the selection process next year.

School Health Advisory Council (SHAC)

Annual Report

2022-2023

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- Maintain, share, and promote the [List of Inclusive Activities and Events](#) that schools can use/integrate.
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- Analyze disciplinary data in regards to marginalized students.
 - Who is being disciplined in relation to the overall student population?
 - How are they being disciplined? Are consequences equitable across the student population?

Based on data from the campus climate surveys:

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- Encourage more advancement (PACE, QUEST, pre-AP, AP classes, etc.) among marginalized students starting in elementary up through high school.

4. Human Sexuality

The Human Sexuality Subcommittee reviewed the Human Sexuality TEKS for grades 7-high school and looked vertically at what students were expected to know and be able to do. Additionally, the committee reviewed legislation around human sexuality to ensure our understanding of the role of the school district and parents throughout the process.

Next year SHAC's committee will be reviewing resources for Human Sexuality, the findings from this committee will be shared with next year's SHAC as a starting place for the selection process next year.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Discussion of Leander ISD Programs
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Chrysta Carlin, Matt Bentz
Attachments: Leander ISD Programs Presentation
Leander ISD Programs of Study by High School Campus Atch

Background Information:

Leander ISD provides a variety of programs for students in Pre-Kindergarten through twelfth grade. Current programs available in Leander ISD include unique campus-based programs, Career and Technical Education programs, and school-wide programs. In addition to the programs, the district provides a wide range of course offerings available to students, many of which can be found in the high school and middle school course catalogs. The district opened Early College High School as the most recent school of choice in the 2022-2023 school year. This presentation will review LISD programs and contrast them to the current schools of choice.

Administrative Recommendation:

N/A

Sample Motion:

N/A



Leander ISD Programs

May 11, 2023

PURPOSE

The purpose of this presentation is to provide the Board of Trustees information about current programs in Leander ISD and contrast them to schools of choice.

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Leander ISD Programs

- Unique Campus-Based Programs
- Career and Technical Education Programs
- School-wide Programs

76

Unique Campus-Based Programming

- Programs within an existing school
- Initiated as a campus and district partnership
- Not offered at every campus
- Dual Language
- IB Diploma Programme
- Early Childhood Communities

77



38
PROGRAMS OF STUDY



193
COURSES



73 CTE AND SUPPORTED ELECTIVE
STUDENT ENROLLMENT (7-12)

Career and Technical Education

Programs of Study:

Perkins V describes a program of study as a coordinated, non-duplicative sequence of academic and technical content at the secondary and postsecondary level that:

- Incorporates challenging state academic standards
- Addresses academic, technical, and employability skills
- Aligns with the needs of industries in the state, regional, and/or local economy
- Progresses in specificity, beginning with all aspects of industry and leading to more occupation specific instruction
- Has multiple entry and exit points that incorporate credentialing
- Culminates in the attainment of a recognized postsecondary credential

79

CTE Programming by Campus

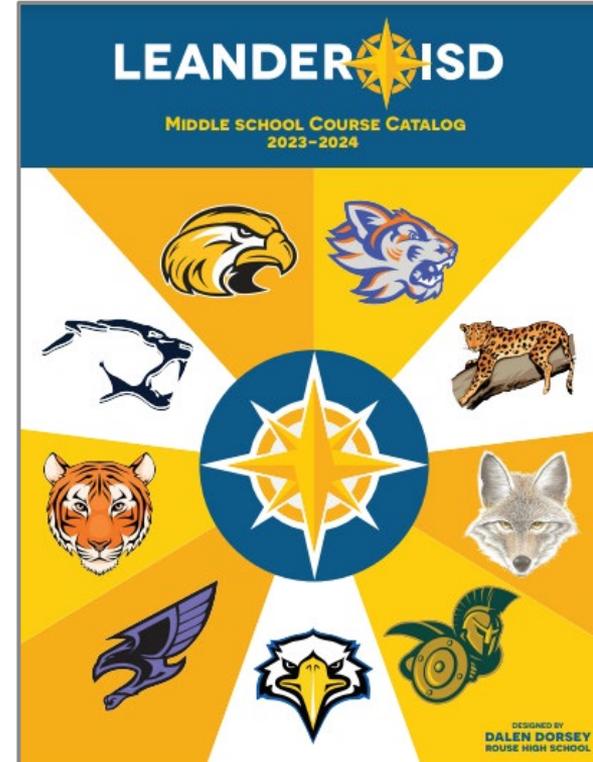
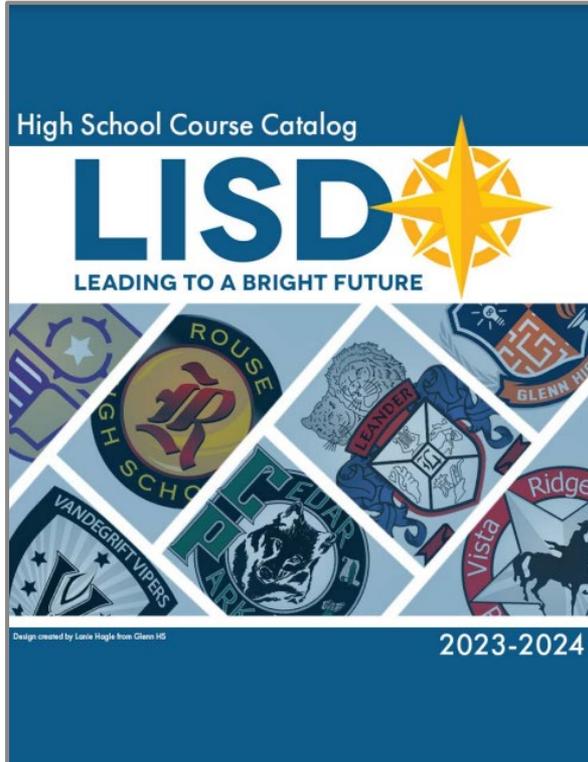
Career Cluster	Program of Study	LHS	CPHS	VRHS	RHS	VHS	GHS
STEM	Programming and Software Development: Computer Science Studies	X	X	X	X	X	X
	Programming and Software Development: App Development (MobileMakers Edu)	'23-'24	X		'23-'24		80
	Cybersecurity			X		X	
	Biomedical Science-PLTW			X	X	X	X
	Engineering PLTW	X	X	X	X	X	X

School-wide Programs

- Campus initiative
- Students automatically participate because the program is at their home campus
- IB Primary Years Programme (PYP)
- Leader in Me
- New Tech Network Model
- Inquiry-based Model
- AVID Demonstration School

81

Courses



Why Schools of Choice?

83

Schools of Choice

A public school offering specialized educational opportunities that utilize a non-conventional approach, designed to meet the diverse needs and interests of students throughout the LISD community in order to:

- Provide choice and equitable access for students
- Optimize varied educational opportunities for all students
- Maximize efficiency in the use of school facilities, transportation, and other capital and operational resources

84

Schools of Choice

- Unique campus code
- Student application process
- Becomes the student's home campus
- District initiative

Schools of Choice

Early College High School



Virtual Learning Academy



86

New Hope High School



Schools of Choice

- Small school setting
- Core classes through the lens of the program
- Allows students to focus on their academic interests

87

DISCUSSION

As of May 11, 2023

Career Cluster	Program of Study	Leander	Cedar Park	Vista Ridge	Rouse	Vandegrift	Glenn
Agriculture, Food, and Natural Resources	Applied Agricultural Engineering	x	x	x	x	x	x
	Environmental and Natural Resources			23-24		23-24	
	Animal Science: Animal Science Studies		x		x		x
	Animal Science: Veterinary Medicine	x		x		x	
Architecture and Construction	Plant Science	x	x	x	x	x	x
	Architectural Design: Architecture	x				x	
	Architectural Design: Interior Design	x	x	x		x	
	Construction		x				x
	Electrical	x					
Arts, A/V, Technology and Communications	HVAC- Dual Credit	x					
	Digital Communications: Audio/Video Productions	x	x	x	x	x	x
	Design and Multimedia Arts: Graphic Design and Illustration	x	x	x	x	x	x
	Design and Multimedia Arts: Animation	x		x	x	x	x
	Design and Multimedia Arts: Fashion Design		x	x	x	x	23-24
Business, Marketing, and Finance	Business Management	x	x	x	x	x	x
	Accounting and Financial Services			x		x	
	Marketing and Sales	x	x	x	x	x	x
	Entrepreneurship	x	x		x		x
	Entrepreneurship: INCubatoredu			x		x	
Education and Training	Teaching and Training	x	x	x	x	x	x
	Culinary Arts		x				x
Hospitality and Tourism	Lodging and Resort Management				x		
	Cosmetology and Personal Care Services	x					
Human Services	Family and Community Services	x	x	x	x	x	x
	Health and Wellness	23-24		24-25	24-25	24-25	
Junior Reserve Officers' Training Corps	JROTC Air Force	x					
	JROTC Navy			x			
Law and Public Service	Law Enforcement						x
	Healthcare Therapeutics	x	x				
Health Science	Exercise Science and Wellness	23-24	23-24				
	Programming and Software Development: Computer Science Studies	x	x	x	x	x	x
STEM	Programming and Software Development: App Development (MobileMakersEdu)	23-24	x		23-24		
	Cybersecurity			x		x	
	Biomedical Science- PLTW			x	x	x	x
	Engineering PLTW	x	x	x	x	x	x
Transportation, Distribution, and Logistics	Automotive				x		

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Discussion of Leander ISD Mathematics Initiative
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Matt Bentz
Attachments: Discussion of LISD Mathematics Initiative Presentation (Uploaded 05-08-23)

Background Information:

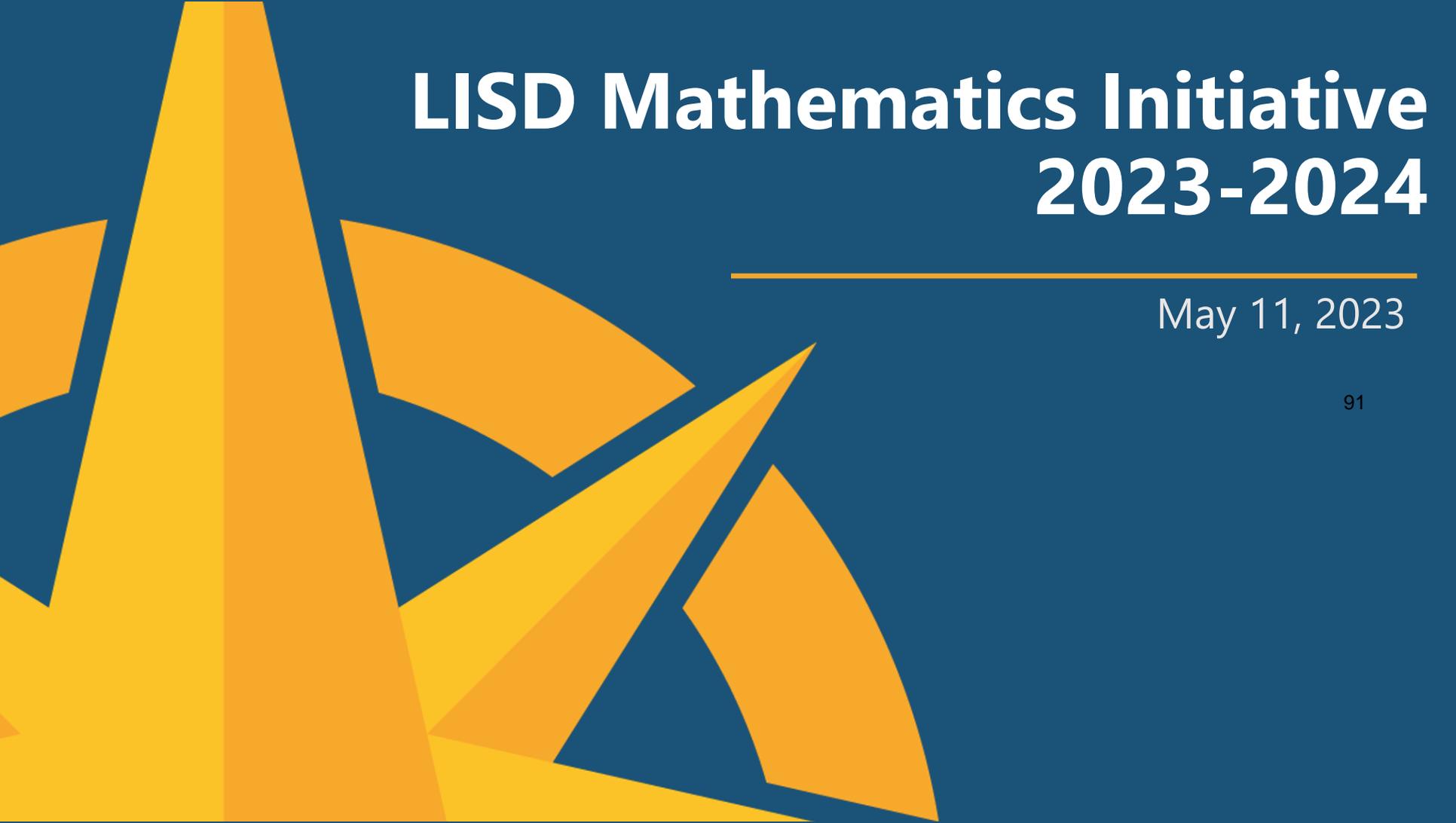
The purpose of this presentation is to present the LISD Mathematics Initiative for discussion. Analyzing academic achievement data from multiple sources, the evidence demonstrates that reading achievement in LISD has returned to “at or near” pre-pandemic levels while mathematics achievement has not. The LISD Mathematics Initiative will address this challenge with a two-pronged approach: 1) Systemwide professional learning and 2) Differentiated campus support (tiered model). The first year of this initiative focuses on training and support in math for elementary grades 2-5, grade 6 mathematics, and Algebra I. Costs associated with this initiative will be funded utilizing federal funding from Title II and ESSER.

Administrative Recommendation:

N/A

Sample Motion:

N/A



LISD Mathematics Initiative 2023-2024

May 11, 2023

Purpose:

The purpose of this presentation is to present the *LISD Mathematics Initiative* for discussion.

What the data tells us

- **LISD reading achievement is at or near pre-pandemic levels**
- **LISD math achievement has not returned to pre-pandemic levels**
 - Comparative districts - STAAR
 - Nationally normed MAP progress/growth

2022-2023: The Prototype

Four Campuses

Professional learning for targeted grade levels

- 18 afternoon sessions
- LISD curriculum implementation
- Effective tier one math instructional practices

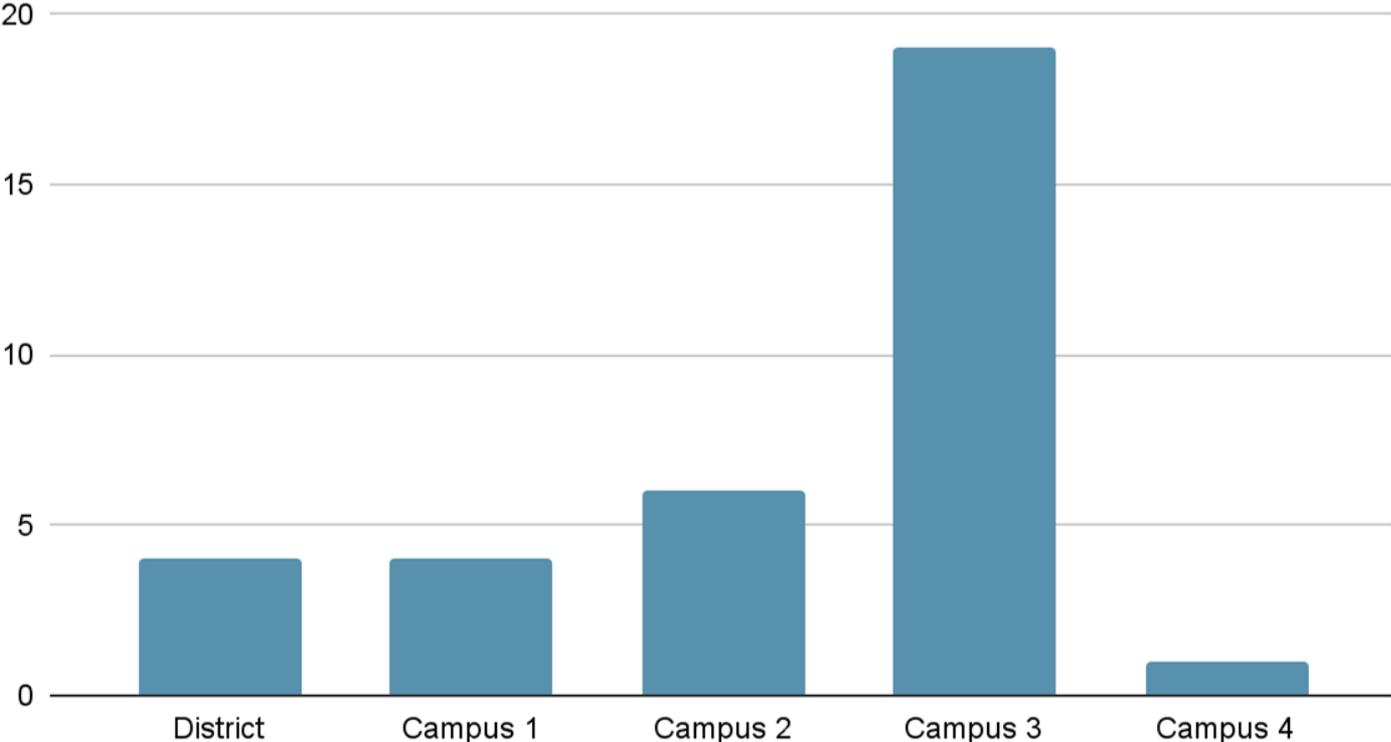
94

Math Curriculum Specialist on Site: 1-2 full days each week

- Classroom observations with feedback loops
- Modeling instruction
- Weekly meetings with campus leaders, Instructional Coaches
- PLC support

PROMISING RESULTS

Growth in 3rd Grade



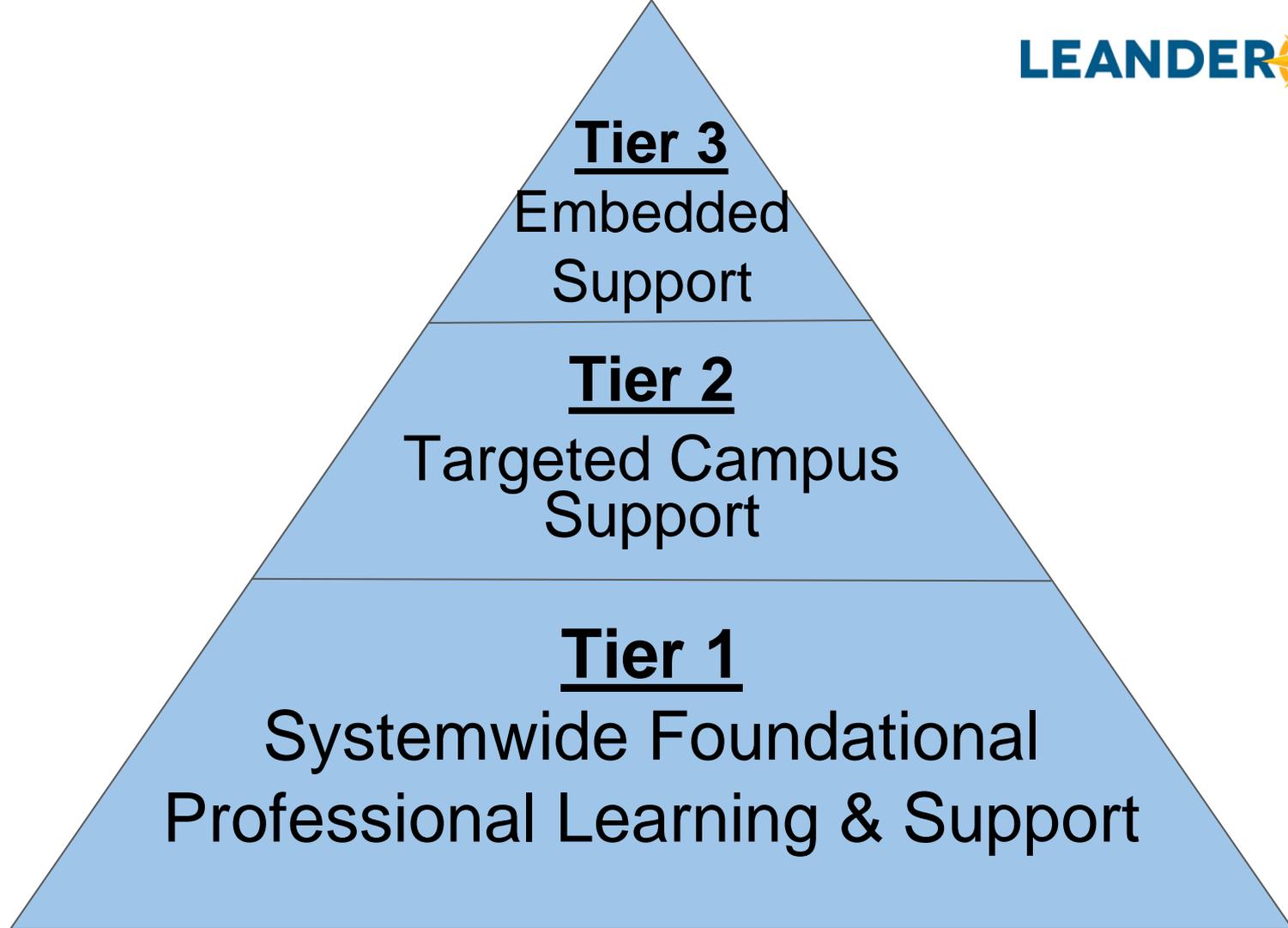
95

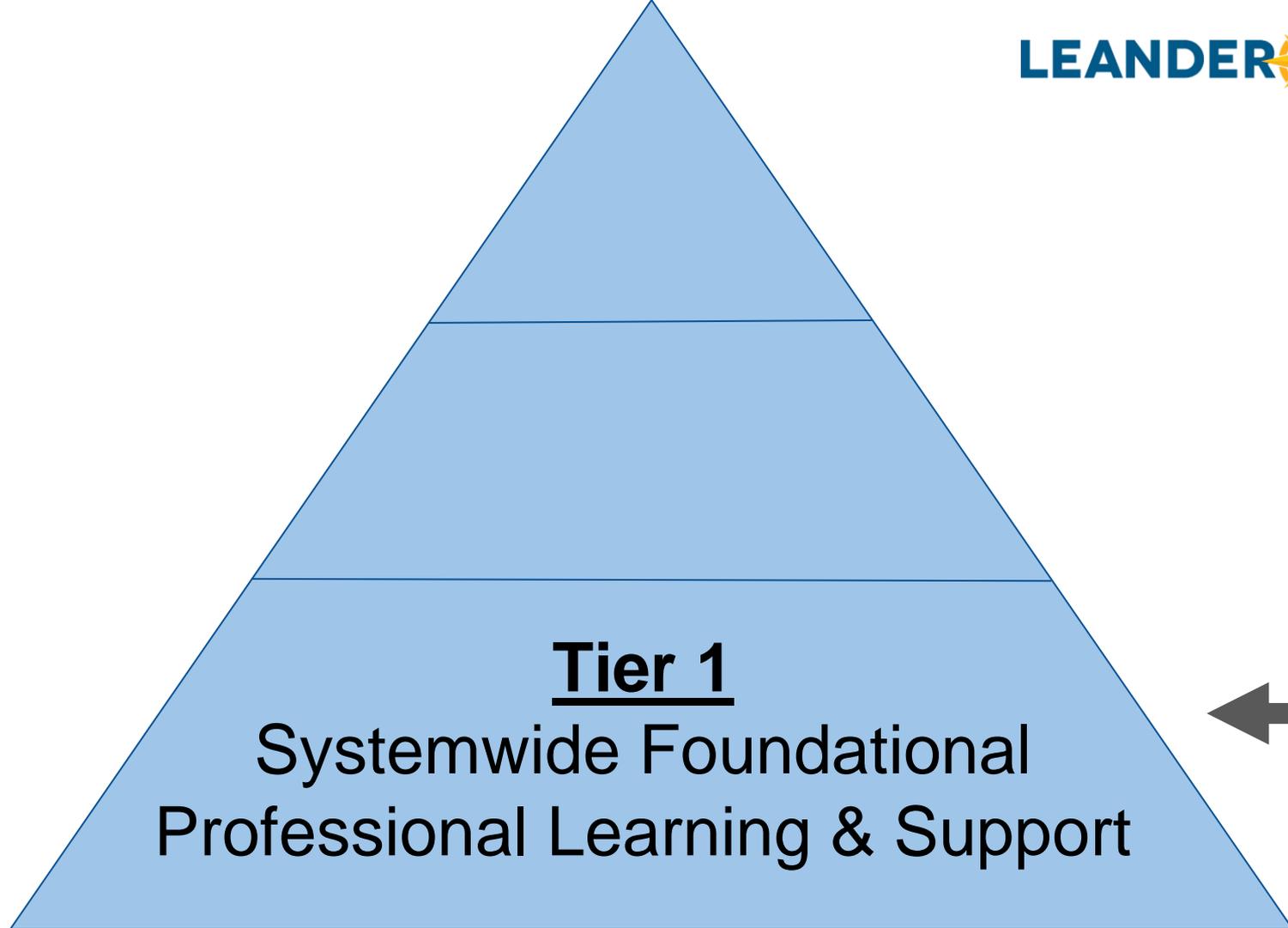
LISD MATHEMATICS INITIATIVE

2023-2024

Two-Pronged Approach:

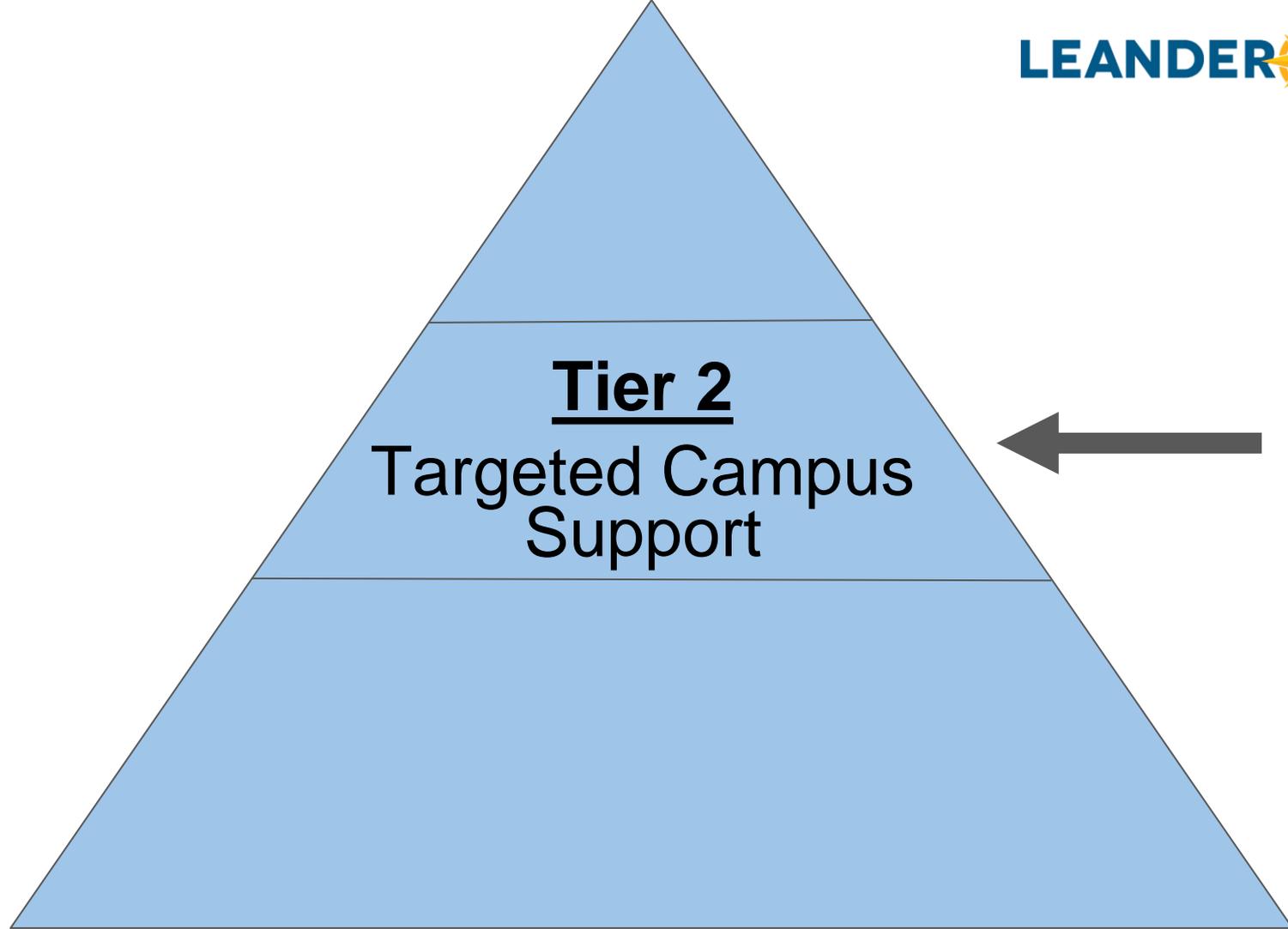
- ★ Systemwide, foundational professional learning⁹⁶
- ★ Differentiated campus support (Tiered model)





Tier 1: Systemwide Foundation Professional Learning & Support

- **Systemwide Professional Learning:**
 - Math teachers grades 2-5
 - 6th grade Math teachers
 - Algebra 1 teachers
- **Algebra I PLC:** data analysis & planning
- **Learning Leaders:** master teachers support effort
- **Scheduled, biweekly math team campus visits**
- **Professional Learning for district/campus leaders**
- **Quarterly feedback loops:** curriculum/training



100

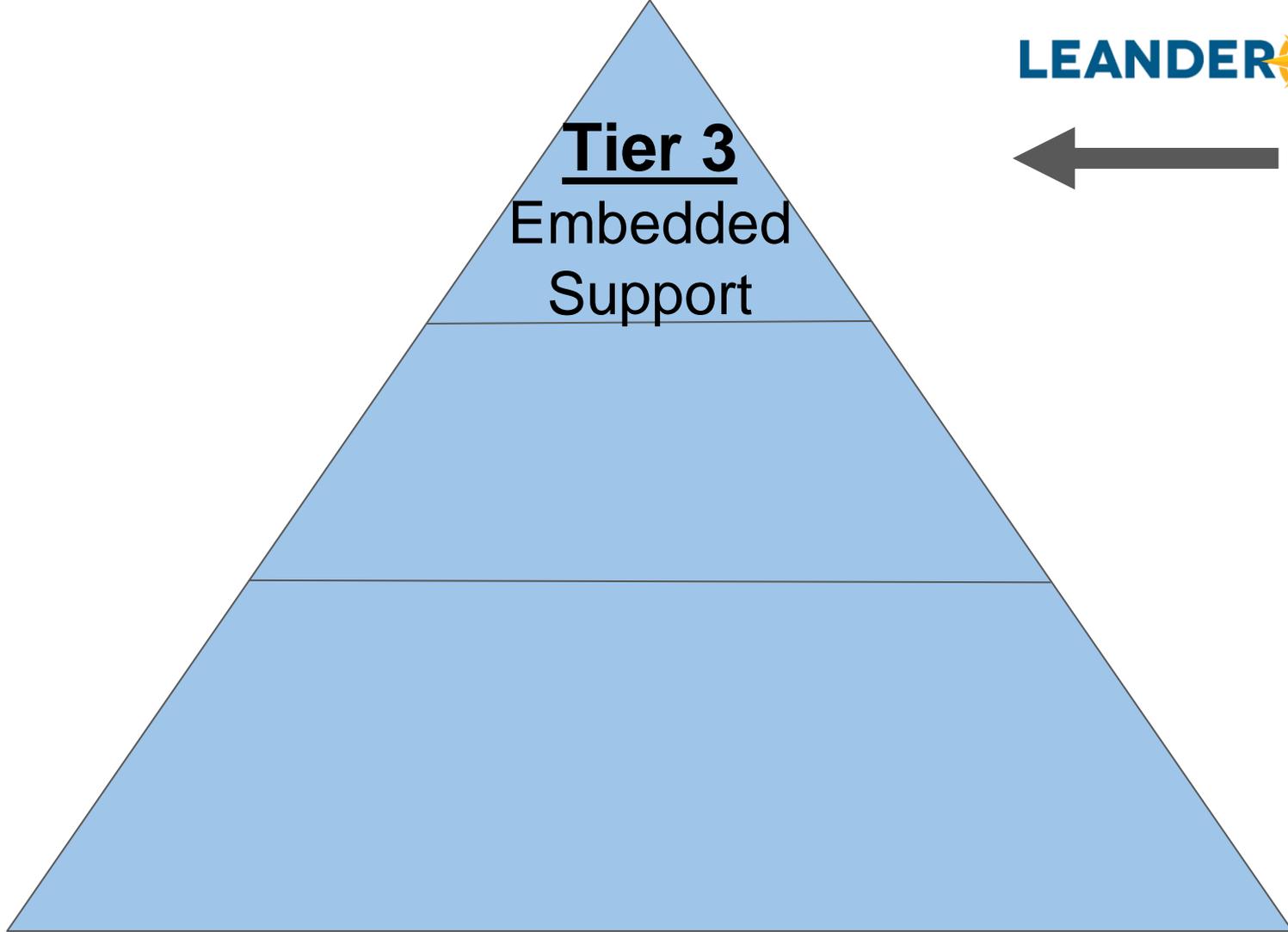
Tier 2: Targeted Campus Support

*All of Tier 1 professional learning and support
plus*

101

Math curriculum specialist on campus 1-2 full days per week

- Math coaching
- PLC participation
- Observations and feedback
- Lesson planning
- Modeling



Tier 3: Embedded Support

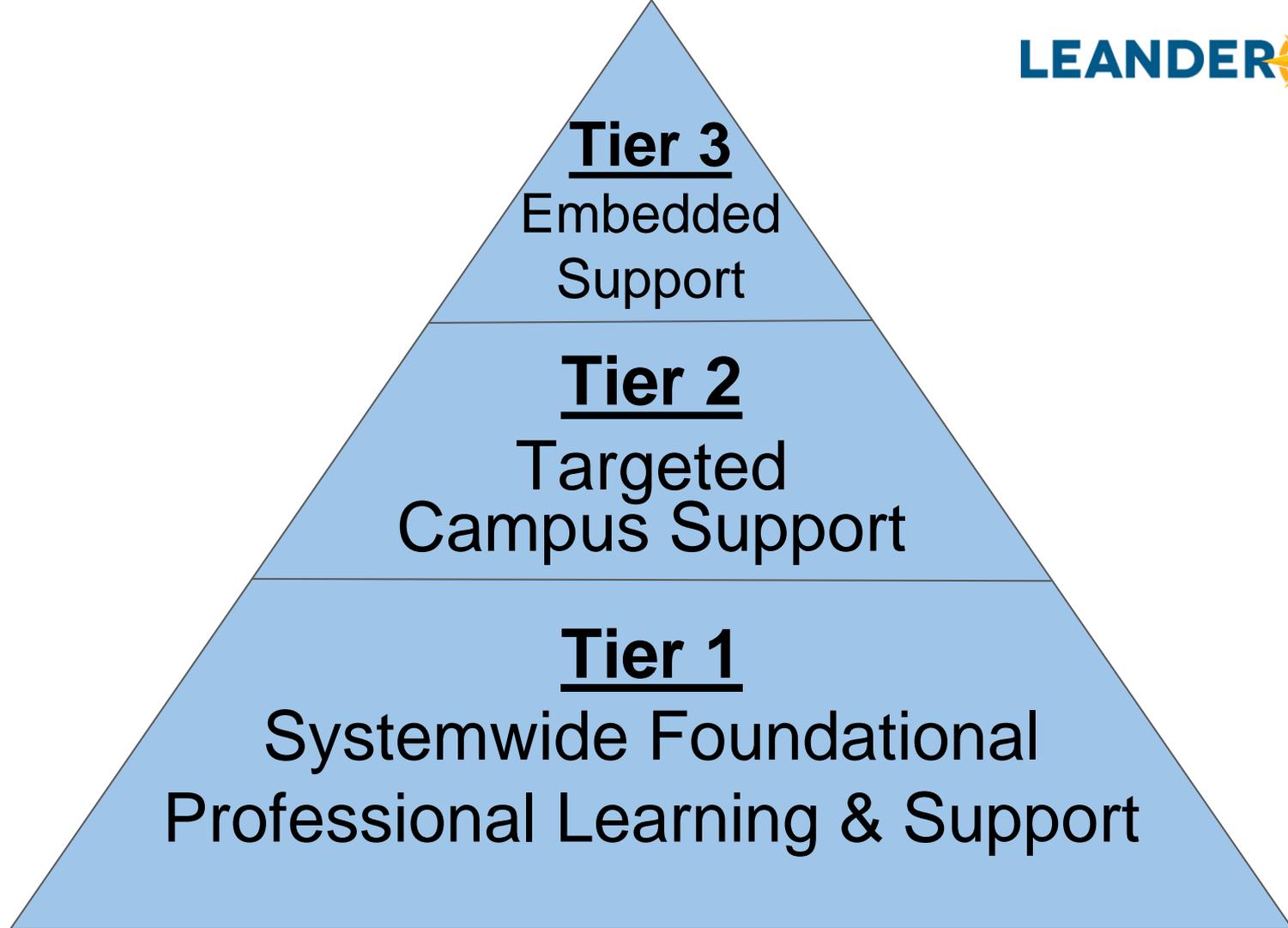
*All of Tier 1 professional learning and support
plus*

Math curriculum specialist embedded on each campus 4 days per week

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- Math coaching
- PLC participation
- Observations and feedback
- Lesson planning
- Modeling

Math co-teacher embedded in classrooms: grades 4 & 5 (1 per campus)



Positions/funding

Position	Quantity	Funding Source
Curriculum Specialists	9	Federal Title II funds
Teacher Learning Leaders	quantity-flexible (extra duty)	Federal Title II funds
Co-Teachers	5	ESSER

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DISCUSSION

The background features a dark blue field on the left, transitioning into a complex, abstract composition of overlapping geometric shapes in various shades of yellow and orange on the right. These shapes include triangles, trapezoids, and curved segments, creating a dynamic, layered effect.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item:	Discussion of Secondary Schools Attendance Zoning Recommendations	
Purpose (this meeting):	<input checked="" type="checkbox"/> Discussion Item/Report Only	<input type="checkbox"/> Action Requested
Action Requested (future meeting):	June 8, 2023	
Administrator Responsible:	Laurelyn Arterbury and Jimmy Disler	
Attachments:	Discussion of Secondary Schools Attendance Zoning Recommendations Pres Discussion of Secondary Schools Attendance Zoning Recommendations Atch	

Background Information:

Secondary Schools Attendance Zoning is the first step in the District's 10-Year Long-Range Plan. This process began on December 8, 2022, when the Board of Trustees approved the Attendance Zoning for Secondary School Relief Charter. Tonight, the administration will provide an overview of the steps taken throughout the past five months as we moved through this process and will present their recommendations for the Secondary Schools Attendance Zoning to the Board of Trustees.

Leander ISD has a unique situation where the northern region of the district is experiencing large amounts of growth while the central and southern regions are showing a decline in enrollment. Below is a brief summary of Scenario 2 that is recommended by administration. This scenario helps to balance enrollment for an extended period of time until high school 7 could potentially open in 2029-2030 and middle school 10 could potentially open in 2030-2031.

Implementation of Middle School Scenario 2 moves 1,414 students in 2024-2025 and moves 162 students in 2028-2029

- Provides relief for Danielson Middle School with these NBCDs that move to Leander Middle School:
 - 1360, 3800, 3900, 3950, 3955, 3960, 3965, 3985, 4000, 4005
- Provides relief for Danielson Middle School with these NBCDs that move to Wiley Middle School:
 - 1150, 1155, 1175, 1180, 1185, 1190, 1210
- Provides relief for Leander Middle School (in order to allow moves from Danielson Middle School), with these NBCDs that move to Running Brushy Middle School:
 - 4625, 4630
- Provides relief for Stiles Middle School with these NBCDs that move to Henry Middle School.
 - 1705, 1825, 1830, 1845, 1855, 1860,
 - ***1710 & 1725 are currently scheduled to move to Henry Middle School in 2028-2029*
- Provides relief for Henry Middle School (in order to allow moves from Stiles Middle School) these NBCDs that move to Cedar Park Middle School:
 - 2000, 2010, 2055, 2100, 2200, 2225

***In the fall of 2027 administration will review current demographic data and confirm the move of NBCDs 1710 and 1725 from Stiles Middle School to Henry Middle School effective in 2028-2029.*

Implementation of High School Scenario 2 moves 1,482 students

- Provides relief for Glenn High School with these neighborhood codes (NBCDs) that move to Leander High School:
 - 1360, 1365, 3800, 4100, 4105, 4200, 4225, 4240, 4250, 4260, 4300, 4325, 4350
- Provides relief for Leander High School (in order to allow for moves from Glenn High School), with these NBCDs that move to Cedar Park High School:
 - 3100, 3350, 4650, 4905, 4910, 5075, 5080, 5200, 5205, 5210, 5220, 5230, 5235
- Provides relief for Vista Ridge High with these NBCDs that move to Cedar Park High School:
 - 2000, 2010, 2055, 2100, 2200, 2225

Administrative Recommendation:

Administration recommends the Board adopt the implementation of Middle School Scenario 2 and High School Scenario 2 at the June 8, 2023, Board meeting.

Sample Motion:

N/A



Discussion of Secondary Schools Attendance Zoning Recommendations

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May 11, 2023

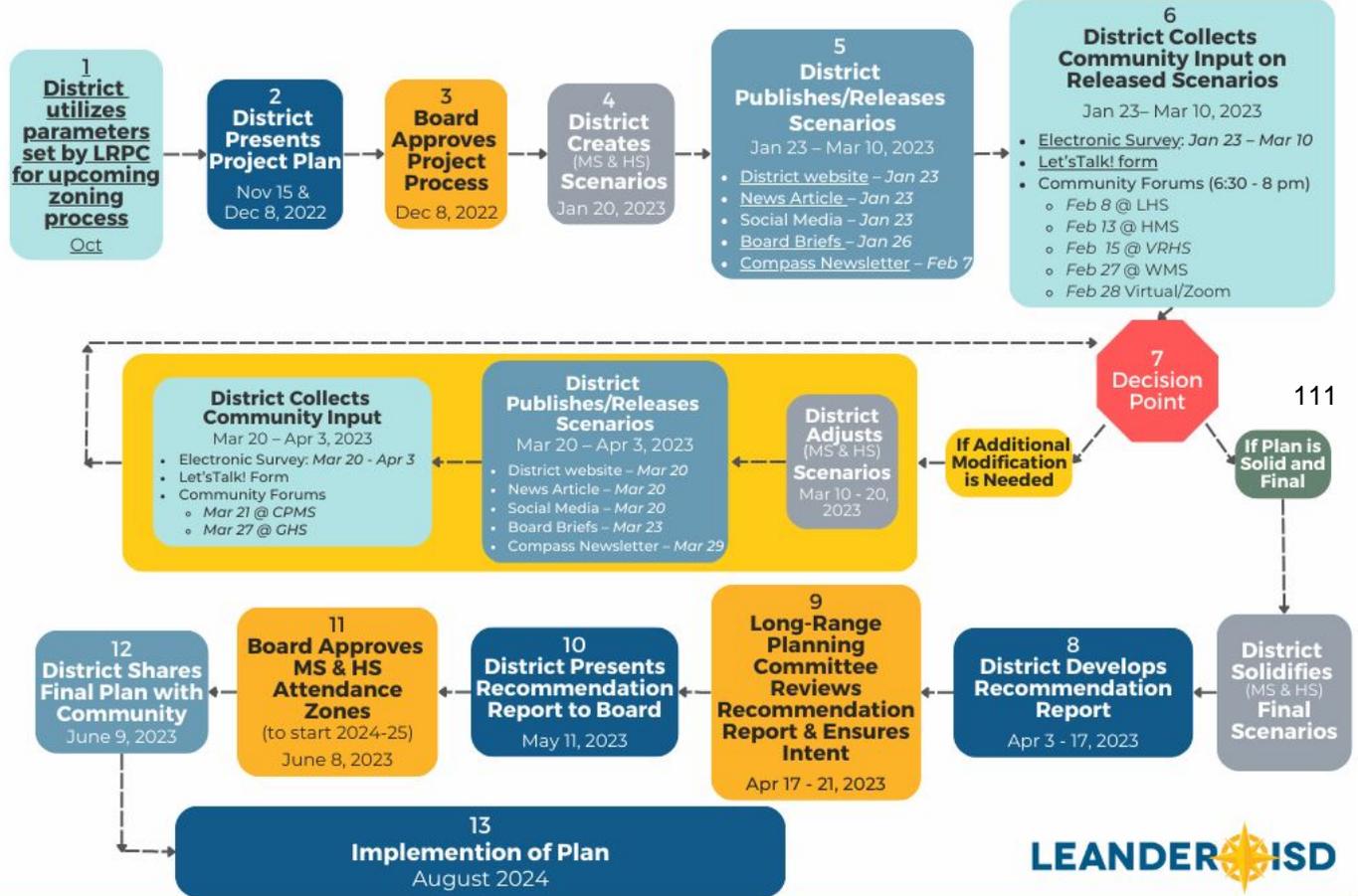
Purpose

Provide an overview of the steps taken throughout the past five months as we moved through the Secondary Schools Attendance Zoning process and present recommendations for the Secondary Schools Attendance Zoning to the Board of Trustees.

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Process Flowchart

2023 - 2024 SECONDARY SCHOOL ATTENDANCE ZONING FOR RELIEF PROCESS



Process Timeline

Oct. 2022	District uses parameters set by LRPC to create plan, timeline and charter
Nov. 15, 2022	Plan, timeline and charter presented to the Board
Dec. 8, 2022	Board approves charter
Jan. 23, 2023	Scenario 1 is released
Jan. 23 - Mar. 10, 2023	Feedback collected, ThoughtExchange, Let's Talk, Community Forums (5 held)
Mar. 20, 2023	Scenario 2 is released
Mar. 20 - Apr. 3, 2023	Feedback collected, ThoughtExchange, Let's Talk, Community Forums (2 held)
Mar. 23, 2023	Update given to the Board on Secondary School Zoning Process

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District Collects Community Input on Released Scenarios

District Published/Released Scenarios:

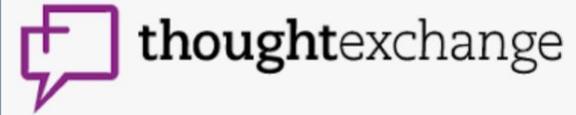
- January 23
- March 20

Community Forums | 6:30–8 p.m.

- Wednesday, Feb 8 @ LHS
- Monday, Feb 13 @ HMS
- Wednesday, Feb 15 @ VRHS
- Monday, Feb 27 @ WMS
- Tuesday, Feb 28 via Zoom
- Tuesday, Mar 21 @ CPMS
- Monday, Mar 27 @ GHS

ThoughtExchange Summaries from each forum linked on Secondary School Attendance Zoning site.

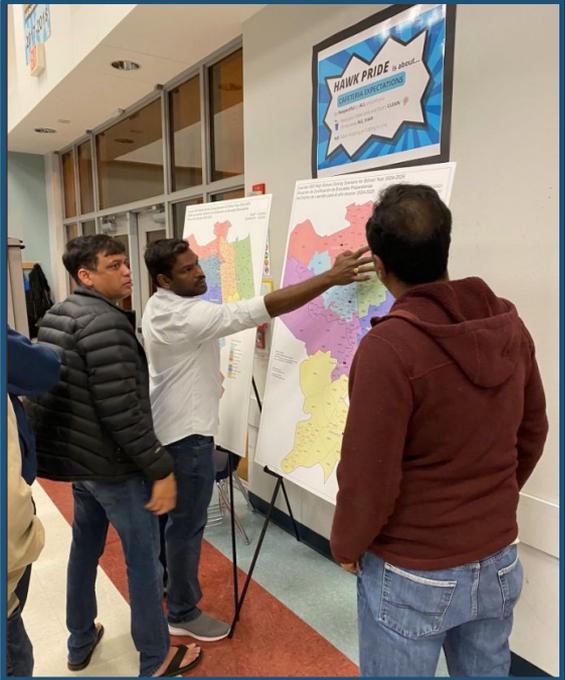
<https://www.leanderisd.org/secondary-school-attendance-zoning/>



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Community Forums



Themes from Community Input

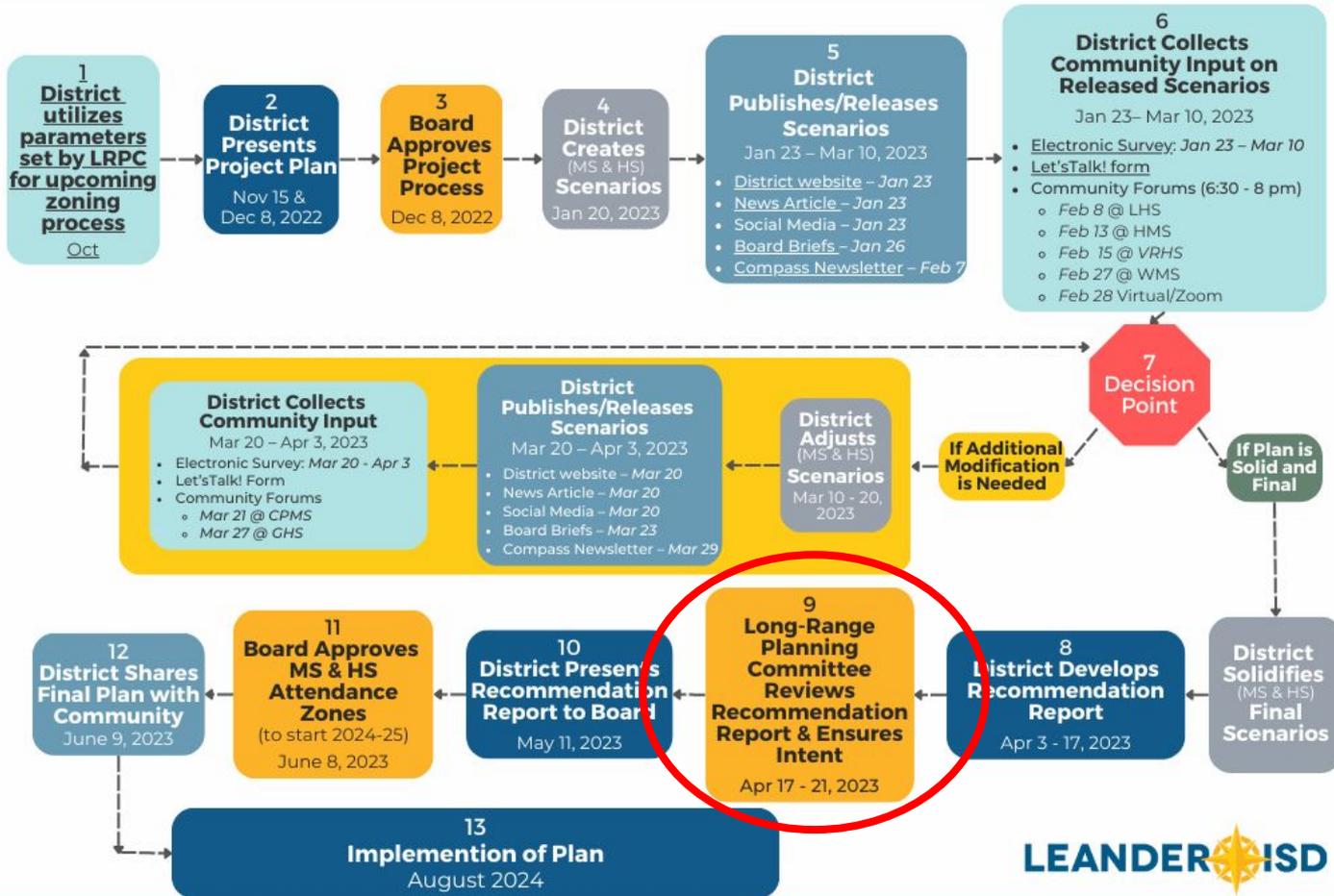
- Concerns with increased daily commute and traffic congestion
- Change of feeder patterns
- Anticipate rezoning when HS7 opens
- Concerns about impact to students in final year(s) of middle school or high school and request for transfer exception ¹¹⁵
- Concerns about moving a large number of students into a campus at one time
- Questions about moving the over-capacity numbers from one school to another

Process Timeline (cont.)

Apr. 17, 2023	LRPC reviews recommendation report to ensure intent of the Zoning Charter and Long-Range Plan
Apr. 19, 2023	Scenario 2 implementation, draft zoning transfer exceptions and athletic eligibility guidelines released
Apr. 19 - May 1, 2023	Feedback and questions collected through Let's Talk on draft transfer exceptions and athletic eligibility guidelines
May 11, 2023	Recommendation report presented to the Board
<i>Jun. 8, 2023</i>	<i>Board to approve MS & HS Attendance Zones for 2024-2025 school year</i>
<i>Following Board approval of zoning scenarios</i>	<i>Administration will confirm final decisions about zoning transfer exceptions and athletic eligibility</i>

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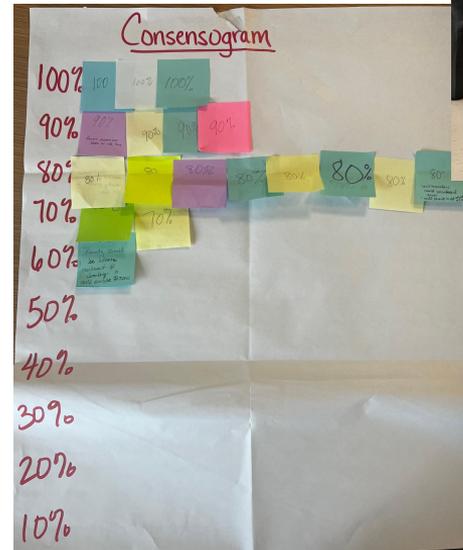
2023 - 2024 SECONDARY SCHOOL ATTENDANCE ZONING FOR RELIEF PROCESS



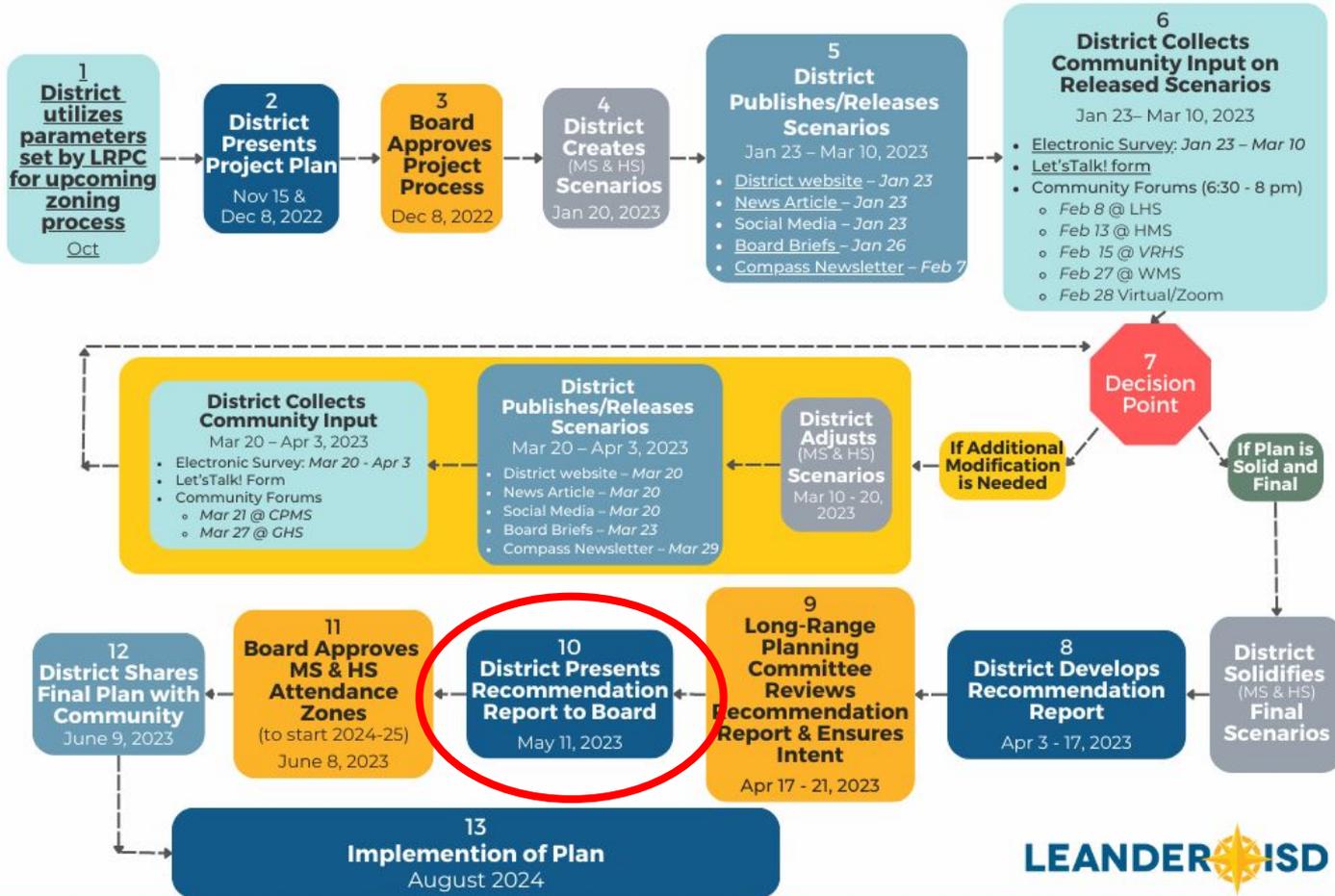
Long-Range Planning Committee Reviews Recommended Scenario

Long-Range Planning Committee members reviewed the secondary school zoning process, feedback and recommendation report to ensure intent of the Zoning Charter and Long-Range Plan during their meeting on April 17th.

A consensogram was utilized to collect feedback in accordance with Step 9 of the zoning process.



2023 - 2024 SECONDARY SCHOOL ATTENDANCE ZONING FOR RELIEF PROCESS



Administrative Recommendation:

Implementation of Scenario 2 for Middle School and High School



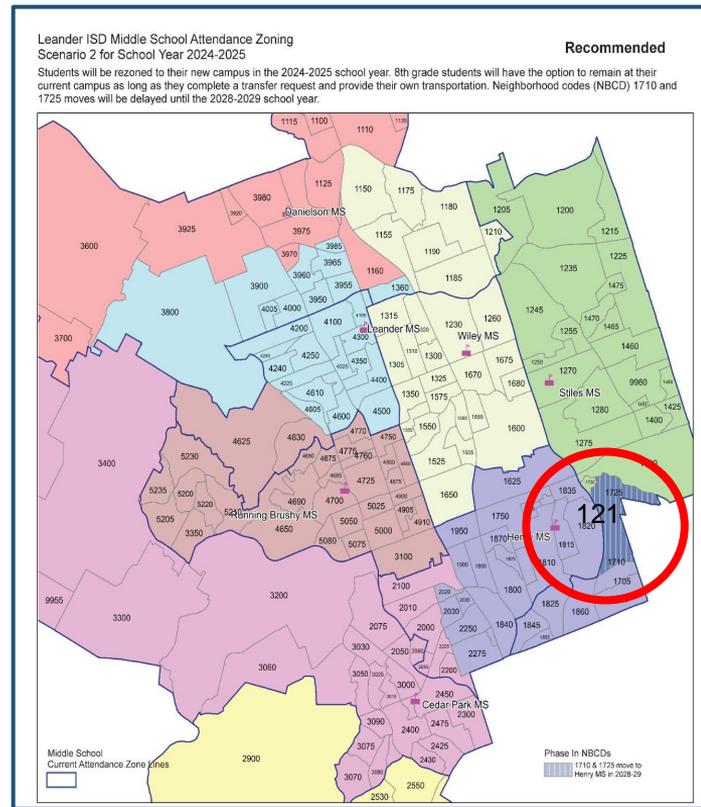
Middle School Scenario 2 Moves

Scenario 2 middle school NBCD moves help to balance student enrollment for an extended time. Middle School 10 will provide more relief and is projected to open in school year 2030-2031.

- DMS to LMS - to relieve DMS
 - **1360, 3800, 3900, 3950, 3955, 3960, 3965, 3985, 4000, 4005**
- DMS to WMS - to relieve DMS
 - **1150, 1155, 1175, 1180, 1185, 1190, 1210**
- LMS to RBMS - to relieve LMS in order to allow for moves from DMS
 - **4625, 4630**
- FSMS to HMS - to relieve FSMS
 - **1705, 1825, 1830, 1845, 1855, 1860**
 - ****1710 & 1725 are currently scheduled to move to HMS 2028-2029**
- HMS to CPMS - to relieve HMS, in order to allow for moves from FSMS
 - **2000, 2010, 2055, 2100, 2200, 2225**

1,414 Students Move in 2024-2025 and 162 students move in 2028-2029

***In the fall of 2027 administration will review current demographic data and confirm the move of NBCDs 1710 and 1725 from FSMS to HMS, effective in 2028-2029 (indicated on map by red circle).*



Middle School Scenario 2 Enrollment Projections

For planning purposes all rezoned 6th and 7th graders have been included in these totals. In addition we have included in these totals an estimate of 80% of rezoned 8th graders that will remain at their current campus.

In the fall of 2027, district administration will revisit the projected enrollment numbers in order to confirm neighborhood codes 1710 and 1725 moving from Stiles MS to Henry MS in the fall of 2028-2029 school year. Beginning in 2028-29, 1710 and 1725 move from Stiles MS to Henry MS. For planning purposes all rezoned 6th and 7th graders in 1710 and 1725 are included in these totals. In addition we have included an estimate of 80% of the rezoned 8th graders that will remain at their current campus.

Scenario 2 with delay of NBCDs 1710 & 1725 until 2028-29

MS10 Projected to Open 30-31											
Middle School Campus	Functional Capacity	2022-23 Curr Enr.	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Cedar Park	1358	1293	1314	1368	1272	1210	1144	1169	1150	1191	1235
Canyon Ridge	1358	1102	981	922	837	761	694	660	639	640	638
Danielson	1358	1361	1169	1088	1163	1261	1327	1415	1436	1468	1494
Four Points	958	631	587	598	634	647	652	662	653	662	669
Stiles	1358	1520	1431	1385	1443	1489	1446	1501	1607	1701	1790
Henry	1358	1265	1357	1466	1435	1415	1412	1448	1449	1458	1441
Leander	1200	808	1042	1132	1195	1234	1283	1333	1382	1432	1469
Running Brushy	1208	1061	1181	1259	1315	1375	1338	1333	1293	1328	1340
Wiley	1358	783	1040	1219	1308	1394	1421	1448	1451	1469	1469
			10102	10437	10602	10786	10717	10969	11060	11349	11545

Red indicates where %Functional Capacity is at or above 120%

Blue indicates where %Functional Capacity is at or below 80%

1710/1725 6th & 7th graders move to new zone

2024-2025 MS to HS Feeder Pattern Percentages

CPMS	1364		
	1364	100%	to CPHS
CRMS	981		
	981	100%	to VHS
DMS	1012		
	1012	100%	to GHS
FPMS	587		
	587	100%	to VHS
FSMS	1304		
	1008	77%	to RHS
	296	23%	to VRHS
HMS	1434		
	1434	100%	to VRHS
LMS	1107		
	326	29%	to GHS
	781	71%	to LHS
RBMS	1215		
	334	27%	to CPHS
	881	73%	to LHS
WMS	1098		
	252	23%	to GHS
	846	77%	to RHS

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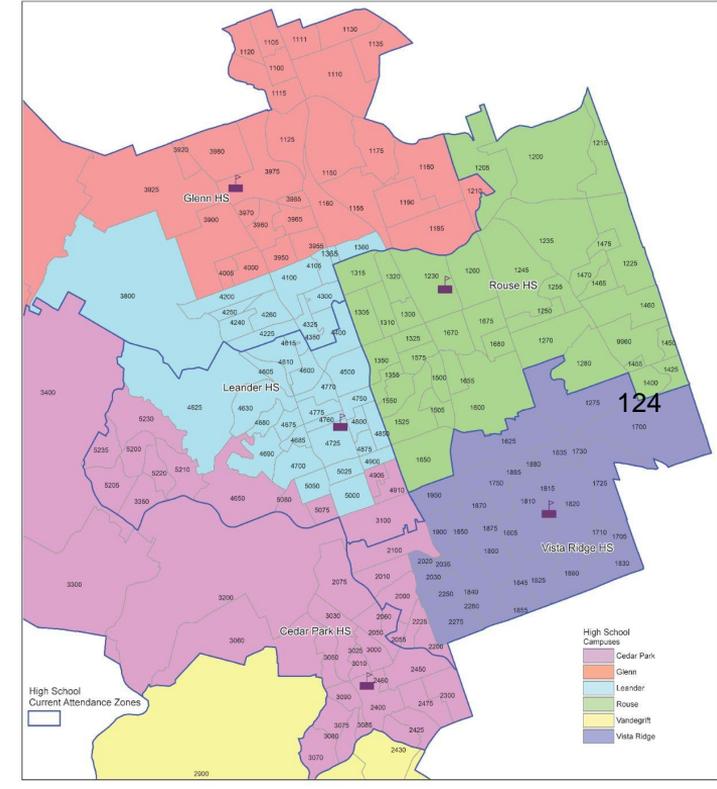
High School Scenario 2 Moves

Scenario 2 high school NBCD moves help to balance student enrollment for an extended time. High School 7 will provide relief and is projected to open in school year 2029-2030.

- GHS to LHS - to relieve GHS
 - **1360, 1365, 3800, 4100, 4105, 4200, 4225, 4240, 4250, 4260, 4300, 4325, 4350**
- LHS to CPHS - to relieve LHS in order to allow for moves from GHS
 - **3100, 3350, 4650, 4905, 4910, 5075, 5080, 5200, 5205, 5210, 5220, 5230, 5235**
- VRHS to CPHS - to relieve VRHS
 - **2000, 2010, 2055, 2100, 2200, 2225**

1,482 Students Move

Students will be rezoned to their new campus in the 2024-2025 school year. 11th and 12th grade students will have the option to remain at their current campus as long as they complete a transfer request and provide their own transportation.



High School Scenario 2 Enrollment Projections

For planning purposes all rezoned 9th and 10th graders have been included in these totals. In addition we have included in these totals an estimate of 95% of rezoned 12th graders and 75% of rezoned 11th graders that will remain at their current campus.

Scenario 2

High School Campus	Functional Cap	2022-23 Curr Enr.	HS7 Projected to Open 2029-2030								
			2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Cedar Park	2400	1928	2270	2320	2372	2370	2345	2338	2346	2283	2278
Glenn	2400	2046	2339	2360	2393	2524	2647	2729	2880	3013	3141
Leander	2400	2186	2351	2408	2353	2318	2314	2343	2395	2358	2394
Rouse	2400	1902	2376	2541	2689	2836	2943	3013	3127	3181	3264
Vandegrift	2400	2628	2508	2442	2348	2230	2090	1985	1905	1793	1761
Vista Ridge	2400	2617	2525	2500	2434	2445	2569	2509	2425	2378	2310
		13307	14369	14571	14589	14723	14908	14917	15078	15006	15148

Red indicates where %Functional Capacity is at or above 120%

Blue indicates where %Functional Capacity is at or below 80%

Student Transfer Exceptions & Secondary Athletic Eligibility Guidelines

On April 19th the district released the **Draft** Student Transfer Exceptions and Secondary Athletic Eligibility Guidelines under Rezoning for feedback and questions.

- **8th grade, 11th grade and 12th grade students** will have the option to remain at their current zoned campus as long as they complete a transfer request and provide their own transportation. If they do not complete a transfer request, they will be zoned to their new campus. ¹²⁶
- **Sibling transfer requests** are available for students who qualify

Full details of the draft student transfer exceptions can be found at <https://news.leanderisd.org/lisd-releases-draft-of-zoning-transfer-exceptions-athletic-eligibility-guidelines-under-secondary-school-rezoning/>.

Draft secondary athletic eligibility guidelines, which are driven by University Interscholastic League (UIL) rules, can be found at the same link.

Student Transfer Exceptions & Secondary Athletic Eligibility Feedback and Questions

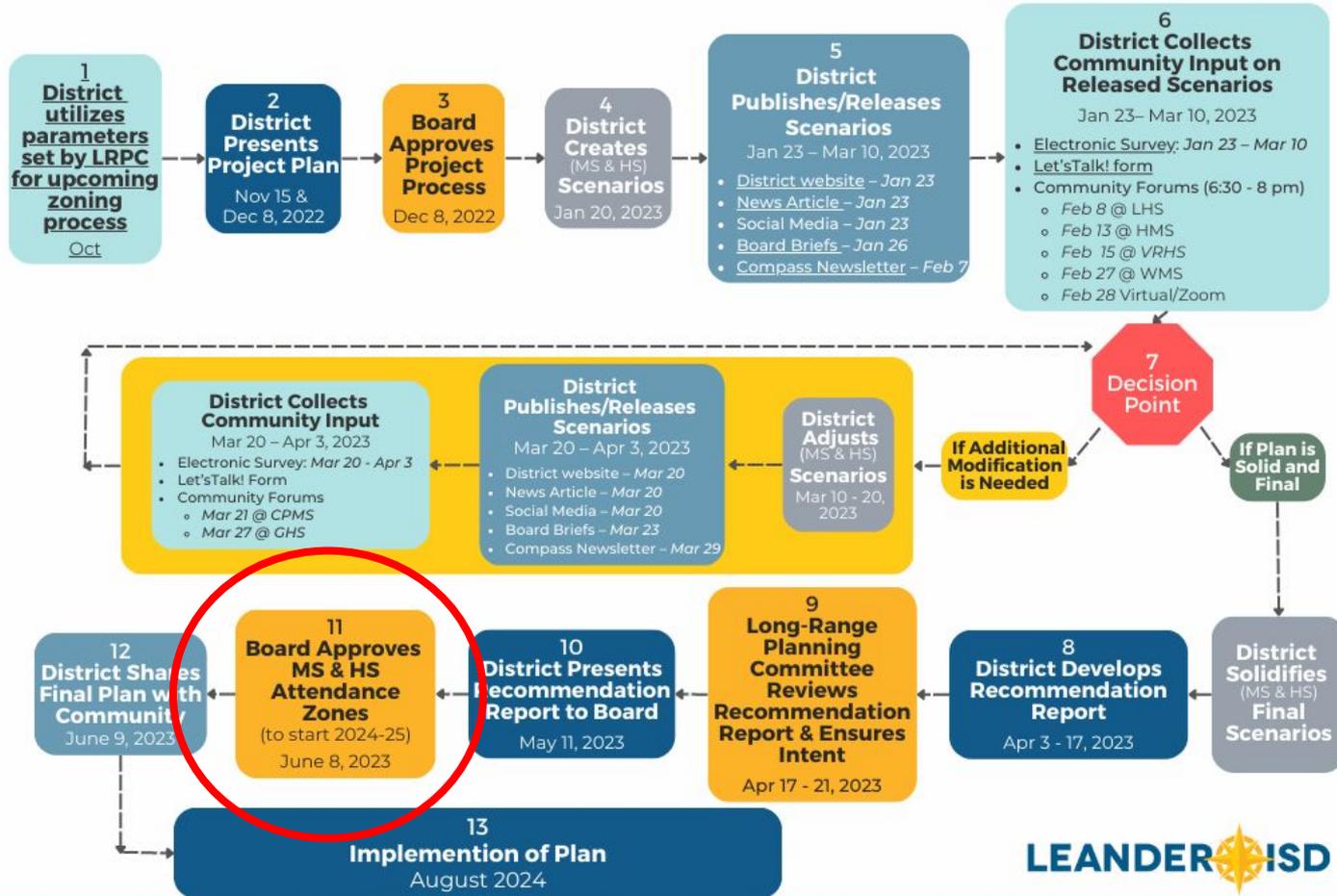
Feedback and questions included:

- Questions from families with children at multiple levels (ES, MS, HS)
- Questions about impact to athletic eligibility
- Concerns about disrupting relationships that ES/MS students make with HS coaches and directors through their older siblings
- Appreciation for listening and adjusting based on community input

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Administration will confirm final decisions about student transfer exceptions and secondary athletic eligibility after the Board adopts the new secondary attendance zones on June 8.

2023 - 2024 SECONDARY SCHOOL ATTENDANCE ZONING FOR RELIEF PROCESS



Secondary School Attendance Zoning Timeline

June 8, 2023 - Board to Approve MS and HS Attendance Zones for the 2024-2025 school year

Following Board approval of zoning - Administration confirms final decisions about Student Transfer Exceptions and Secondary Athletic Eligibility ¹²⁹ Guidelines

August 2024 - Implementation of New Attendance Zones

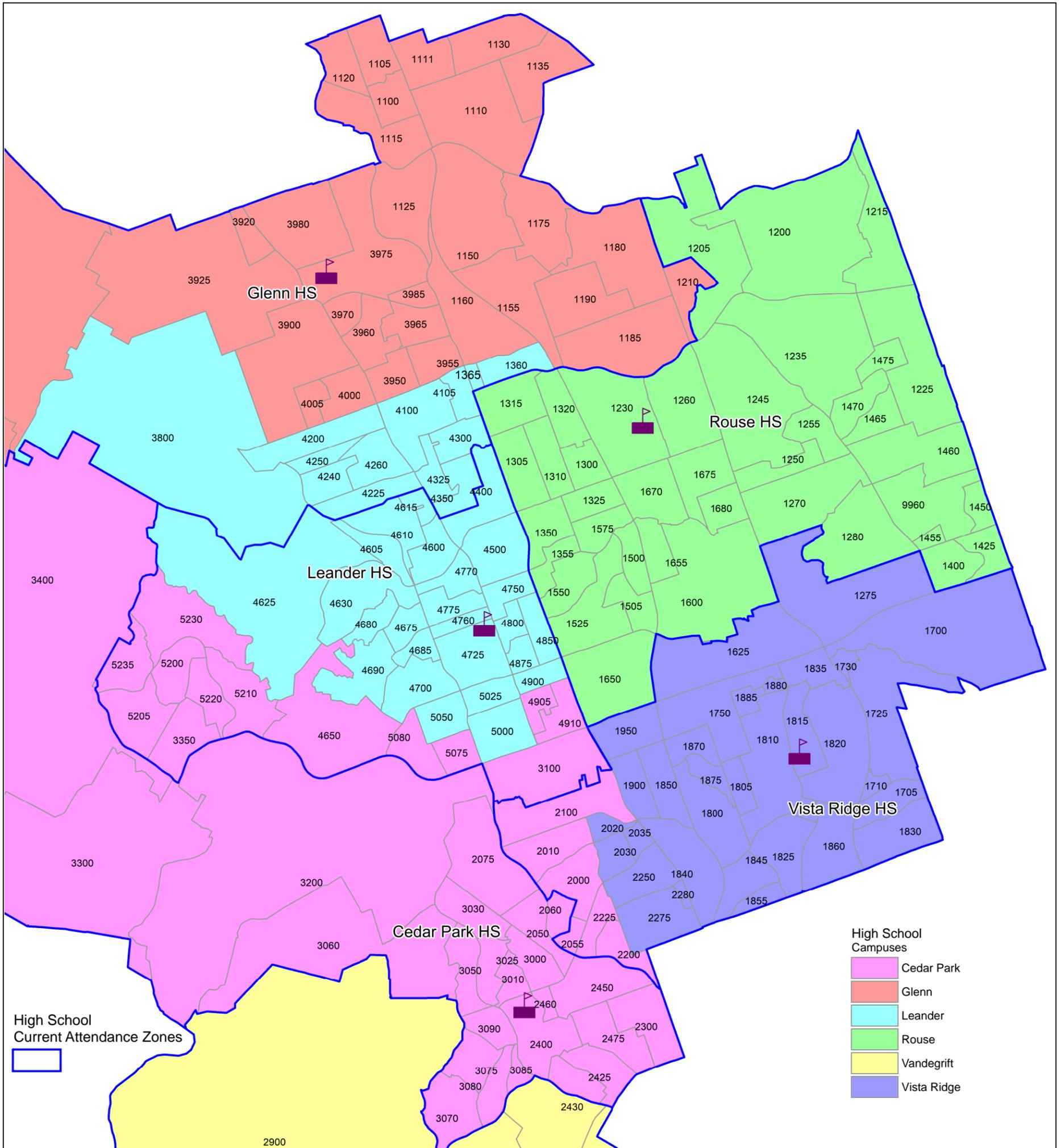
Discussion



Leander ISD High School Attendance Zoning Scenario 2 for School Year 2024-2025

Recommended

Students will be rezoned to their new campus in the 2024-2025 school year. 11th and 12th grade students will have the option to remain at their current campus as long as they complete a transfer request and provide their own transportation.



For planning purposes all rezoned 9th and 10th graders have been included in these totals. In addition we have included in these totals an estimate of 95% of rezoned 12th graders and 75% of rezoned 11th graders that will remain at their current campus.

Scenario 2

High School Campus	Functional Cap	2022-23 Curr Enr.	HS7 Projected to Open 2029-2030								
			2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Cedar Park	2400	1928	2270	2320	2372	2370	2345	2338	2346	2283	2278
Glenn	2400	2046	2339	2360	2393	2524	2647	2729	2880	3013	3141
Leander	2400	2186	2351	2408	2353	2318	2314	2343	2395	2358	2394
Rouse	2400	1902	2376	2541	2689	2836	2943	3013	3127	3181	3264
Vandegrift	2400	2628	2508	2442	2348	2230	2090	1985	1905	1793	1761
Vista Ridge	2400	2617	2525	2500	2434	2445	2569	2509	2425	2378	2310
		13307	14369	14571	14589	14723	14908	14917	15078	15006	15148

Red indicates where %Functional Capacity is at or above 120%
 Blue indicates where %Functional Capacity is at or below 80%



High School Zoning Scenario 2 for School Year 2024-2025
 Neighborhood Code (NBCD) - Students that Move

From	TO	NBCD	#Students	Subdivision(s)
GHS	LHS	1360	18	Villages at Leander, Alta Leander Station Apts.
	LHS	1365	1	N Gabriel St
	LHS	3800	26	Apple Springs, Hidden Mesa, Honeycomb Hills
	LHS	4100	148	Old Towne, Westview Meadows
	LHS	4105	8	Leander Proper
	LHS	4200	120	Westwood
	LHS	4225	47	Falcon Oaks
	LHS	4240	19	Rosenbusch Ranch
	LHS	4250	137	Vista Ridge, Villas at Vista Ridge, Vista Ridge Estates
	LHS	4260	21	Carneros Ranch
	LHS	4300	43	Lion Dr, Powell Dr, Horseshoe Dr
	LHS	4325	43	Mason Creek North, Mason Creek east of Bagdad Rd
	LHS	4350	80	Magnolia Creek, Trails at Leander

711

LHS	CPHS	3100	42	Quarry Oaks, Lone Star Dr / Royal Ln area, Blue Oak Estates, Tamarac Apartments
	CPHS	3350	4	Angel Springs, Lone Mountain Ranch
	CPHS	4650	30	Indian Springs, Durango Hills
	CPHS	4905	54	Silverstone, Cedar Grove, Tuckaway Apartments
	CPHS	4910	29	Whitestone Apartments, Central Dr & Century Ln, Cedar Park Square
	CPHS	5075	57	Carriage Hills-W. of Lakeline Blvd & S. of greenbelt
	CPHS	5080	34	Whitestone Oaks
	CPHS	5200	36	Travisso North of and including Portobello Rd, South of Travisso Pkwy
	CPHS	5205	8	South section of Travisso
	CPHS	5210	40	Travisso East of Travisso Pkwy, South of Normandy View
	CPHS	5220	22	Travisso West of Travisso Pkwy, South of Portobello Rd
	CPHS	5230	82	Travisso North of Travisso Pkwy, North of and including Normandy View
	CPHS	5235	8	South West Section of Travisso

446

VRHS	CPHS	2000	85	Buttercup Creek-South of Buttercup Crk Blvd, West of Cluck Crk Trl, part of Westside @ Buttercup
	CPHS	2010	85	Buttercup Creek - North of Buttercup Crk Blvd., West of Cluck Crk Trl, The Preserve (East)
	CPHS	2055	29	Redstone Apartments
	CPHS	2100	92	Deer Trace, Oakmont Forest, W. Park Street, Parkwest Estates, West Parke, Thousand Oaks
	CPHS	2200	34	The Lodge @ Lakeline Village, Cypress Creek Townhomes, Arbors @ Lakeline
	CPHS	2225	0	Commercial Property - 55+ housing

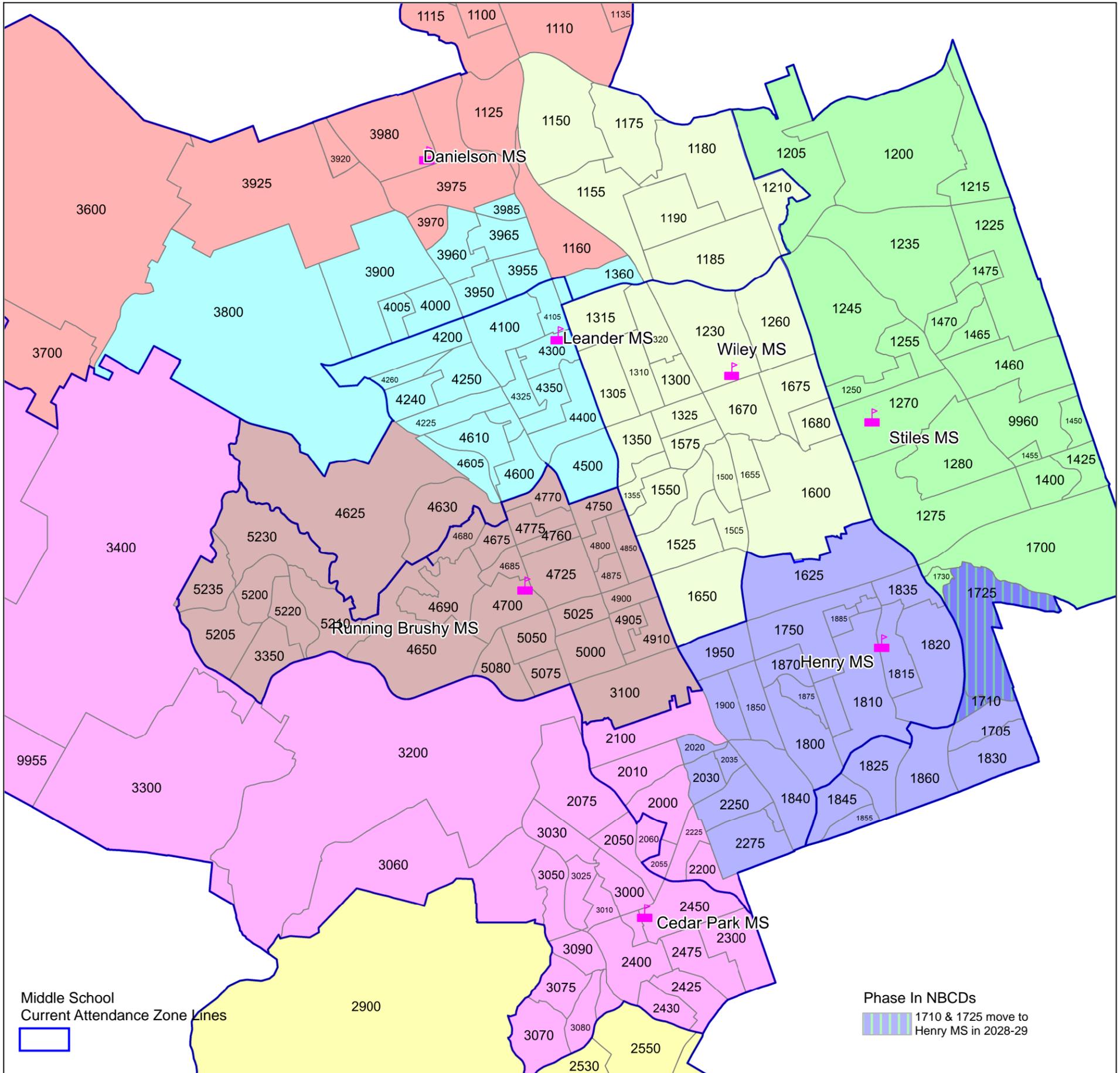
325

Total: 1482

Leander ISD Middle School Attendance Zoning Scenario 2 for School Year 2024-2025

Recommended

Students will be rezoned to their new campus in the 2024-2025 school year. 8th grade students will have the option to remain at their current campus as long as they complete a transfer request and provide their own transportation. Neighborhood codes (NBCD) 1710 and 1725 moves will be delayed until the 2028-2029 school year.



For planning purposes all rezoned 6th and 7th graders have been included in these totals. In addition we have included in these totals an estimate of 80% of rezoned 8th graders that will remain at their current campus.

In the fall of 2027, district administration will revisit the projected enrollment numbers in order to confirm neighborhood codes 1710 and 1725 moving from Stiles MS to Henry MS in the fall of 2028-2029 school year. Beginning in 2028-29, 1710 and 1725 move from Stiles MS to Henry MS. For planning purposes all rezoned 6th and 7th graders in 1710 and 1725 are included in these totals. In addition we have included an estimate of 80% of the rezoned 8th graders that will remain at their current campus.

Scenario 2 with delay of NBCDs 1710 & 1725 until 2028-29

Middle School Campus	Functional Capacity	2022-23 Curr Enr.	MS10 Projected to Open 30-31								
			2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Cedar Park	1358	1293	1314	1368	1272	1210	1144	1169	1150	1191	1235
Canyon Ridge	1358	1102	981	922	837	761	694	660	639	640	638
Danielson	1358	1361	1169	1088	1163	1261	1327	1415	1436	1468	1494
Four Points	958	631	587	598	634	647	652	662	653	662	669
Stiles	1358	1520	1431	1385	1443	1489	1446	1501	1607	1701	1790
Henry	1358	1265	1357	1466	1435	1415	1412	1448	1449	1458	1441
Leander	1200	808	1042	1132	1195	1234	1283	1333	1382	1432	1469
Running Brushy	1208	1061	1181	1259	1315	1375	1338	1333	1293	1328	1340
Wiley	1358	783	1040	1219	1308	1394	1421	1448	1451	1469	1469
			10102	10437	10602	10786	10717	10969	11060	11349	11545

Red indicates where %Functional Capacity is at or above 120%
Blue indicates where %Functional Capacity is at or below 80%

1710/1725 6th & 7th graders move to new zone

Middle School Zoning Scenario 2 for School Year 2024-2025
 Neighborhood Code (NBCD) - Students that Move

From	TO	NBCD	#Students	Subdivision(s)
DMS	LMS	1360	20	Villages at Leander, Alta Leander Station Apts.
	LMS	3800	17	Apple Springs, Hidden Mesa, Honeycomb Hills
	LMS	3900	31	Devine Lake
	LMS	3950	51	Estates of North Creek Ranch
	LMS	3955	31	Northside Meadow
	LMS	3960	37	Benbrook Ranch South, Heritage Glen
	LMS	3965	69	Oak Creek, The Southbrook Apts
	LMS	3985	17	Enclave @ Maya Vista
	LMS	4000	68	North Creek
	LMS	4005	22	Hawkes Landing
	WMS	1150	107	High Gabriel East, Bryson
	WMS	1155	38	Aven Ridge Apts., South Bryson, Red Bud
	WMS	1175	26	South San Gabriel Ranches
	WMS	1180	77	Palmera Ridge, Palmera Bluff
	WMS	1185	3	Hero Way East of 183a to Ronald Reagan Blvd
	WMS	1190	0	North of Hero Way, West of Palmera Ridge, South Gabriel Pkwy
	WMS	1210	1	Waldera Estates, Highmeadow Estates
			615	
FSMS	HMS	1705	13	Even Addresses on Brushy Creek Rd- East of Parmer (West portion) Wilson Trace
	HMS	1825	89	Avery Ranch west of rail road tracks and east of Staked Plains Dr
	HMS	1830	98	Avery Ranch East
	HMS	1845	106	Avery Ranch west of rail road tracks, North of Avery Ranch Blvd, and west of Staked Plains Dr
	HMS	1855	65	Avery Ranch West of rail road tracks, South of Avery Ranch Blvd
	HMS	1860	99	All of Avery Ranch east of the railroad tracks and west of Parmer Lane, Overlook At Avery Ranch Townhomes
			470	
HMS	CPMS	2000	37	Buttercup Creek-South of Buttercup Crk Blvd, West of Cluck Crk Trl, part of Westside @ Buttercup
	CPMS	2010	37	Buttercup Creek - North of Buttercup Crk Blvd., West of Cluck Crk Trl, The Preserve (East)
	CPMS	2055	13	Redstone Apartments
	CPMS	2100	60	Deer Trace, Oakmont Forest, W. Park Street, Parkwest Estates, West Parke, Thousand Oaks
	CPMS	2200	26	The Lodge @ Lakeline Village, Cypress Creek Townhomes, Arbors @ Lakeline
	CPMS	2225	0	Commercial Property - 55+ housing
			173	
LMS	RBMS	4625	93	Grand Mesa
	RBMS	4630	63	The Fairways @ Crystal Falls North of and including First View, Caprock
			156	
Total:			1414	

In the fall of 2027 administration will review current demographic data and confirm the move of NBCDs 1710 and 1725 from FSMS to HMS, effective in 2028-2029

Middle School and High School Zoning Scenario 2 2024-2025
Feeder Percentages Summary

CPMS	1364		
	1364	100%	to CPHS
CRMS	981		
	981	100%	to VHS
DMS	1012		
	1012	100%	to GHS
FPMS	587		
	587	100%	to VHS
FSMS	1304		
	1008	77%	to RHS
	296	23%	to VRHS
HMS	1434		
	1434	100%	to VRHS
LMS	1107		
	326	29%	to GHS
	781	71%	to LHS
RBMS	1215		
	334	27%	to CPHS
	881	73%	to LHS
WMS	1098		
	252	23%	to GHS
	846	77%	to RHS

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Discussion of Texas Association of School Boards (TASB) 2022-24 Advocacy Agenda Resolutions

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

Administrator Responsible: Bruce Gearing, Ed.D

Attachments: TASB 2022-24 Advocacy Agenda Resolution Submission Form

Background Information:

The Texas Association of School Boards (TASB) annually calls upon school boards to submit new Advocacy Resolutions that will help form TASB's response to issues before the Legislature and other governmental entities during the legislative session. During this time, board members will discuss proposed resolutions and amendment recommendations.

Administrative Recommendation:

N/A

Sample Motion:

N/A

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the 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 _____

Statement of reason: _____

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

Board president’s signature: _____

Name of school district: _____

Contact name and number within the district for TASB staff working on this resolution:

Please e-mail your board’s proposed resolution(s) by June 15, 2023, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item:	Continued Discussion of Texas Association of School Boards (TASB) Comprehensive Policy Review- Policies CCA(LOCAL)-DNB(LOCAL)	
Purpose (this meeting):	<input checked="" type="checkbox"/> Discussion Item/Report Only	<input type="checkbox"/> Action Requested
Action Requested (future meeting):	May 25, 2023	
Administrator Responsible:	Shawn Swisher	
Attachments:	05-11-23 Continued Discussion of Texas Association of School Boards (TASB) Comprehensive Policy Review- Policies CCA(LOCAL)-DNB(LOCAL) Atch	

Background Information:

The Board and administration began a comprehensive policy review in Spring 2022. Staff and the policy committee are now coming full circle and bringing the work back to the board for deliberation. Policies DC(LOCAL) and EIC(LOCAL) were discussed and adopted on March 23, 2023. At the April 13, 2023 Board Meeting Policies AE(LOCAL)-CB(LOCAL) were discussed. On the April 27, 2023 board meeting the following Policies were on Consent Agenda and approved: AE(LOCAL), AF(LOCAL), BBB(LOCAL), BBD(LOCAL), BBE(LOCAL), BBG(LOCAL), BDB(LOCAL), BDD(LOCAL), BE(LOCAL), BJCG(LOCAL), CAA(LOCAL), CB(LOCAL).

The following notes include all of the recommendations resulting from the TASB Comprehensive Review as well as questions submitted by other board members during the review process for Policies CCA(LOCAL)-DNB(LOCAL), for the Board's full discussion and deliberation with potential action at your next board meeting, depending on the outcome of the discussions.

CCA(LOCAL) – (REVISION) The proposed revisions here reflect an effort to align policy with current practice.
CDA(LOCAL) – (REVISION) The proposed revisions here reflect an effort to align policy with current business office/finance practice.

CE(LOCAL) – (REVISION) Staff and the district's policy advisor advise removing the purpose statements from this policy as they are unnecessary in order to effectuate the policy objective.

CFG(LOCAL) – (DELETION) The district's policy advisor recommends deletion of this policy. Local policy is unnecessary, and these topics are best addressed either in regulation or in the employee handbook.

CH(LOCAL) – (REVISION) The proposed revisions here are intended to clarify a board intent to delegate authority to the superintendent to enter interlocal agreement. It also includes typographical edits and deletions of redundancies.

CHB(LOCAL) – (DELETION) The district's policy advisor recommends deletion of this policy. Local policy is unnecessary, and these topics are best addressed either in regulation or a purchasing handbook.

CHE(LOCAL) – (REVISION) The only change is to remove the redundancy of "or designee."

CI(LOCAL) – (REVISION) This slight revision clarifies that the Superintendent has the authorization in this instance. As discussed throughout, the superintendent has the ability to delegate this as appropriate.

CL(LOCAL) – (DELETE) District administration and the district's policy advisor recommend deletion of this policy. The consensus was that this language is unnecessary, is implied in the district's mission.

CLC(LOCAL) – (DELETE) The outdated policy, adopted in 1996, is recommended for deletion as it is more appropriately addressed in employee and student handbooks. *See Student Handbook at p. 41.*

COA(LOCAL) – (REVISION) The proposed revision updates the delegation of this duty to reflect current practice.

CV(LOCAL) – (REVISION) The proposed revisions here are intended to align the policy with current practice. Additionally, "or designee" has been proposed for deletion due to redundancy.

DBB(LOCAL) – (REVISION) The proposed revision is intended to remove superfluous language that brought this policy out of standard. The language is not required in order to effectuate the requirements under the law, and if retained is more appropriate in a regulation manual or employee handbook. *See Employee Handbook at p. 22.*

DBD(LOCAL) – (REVISION) The proposed revisions are intended to align policy with current district practice. There was a board member question on whether the Board should consider a clause limiting senior level official

selling to the district in the first two years from separation of employment. If the board determines that they would like to include this type of limitation, it can either direct staff to include appropriate language to reflect that or adopt the current proposed revisions and refer the issue back to the policy committee for further study.

DBE(LOCAL) – (DELETION) The current policy was adopted in 2007, prior to the enactment of current law. This language is now codified in DBE(LEGAL) and is redundant here.

DCB(LOCAL) – (REVISIONS) The proposed revisions align this policy with State Law and SBEC rules. Additional revisions reflect aligning policy with district practice.

DEA(LOCAL) – (REVISIONS) The proposed revisions add required language that would allow the district to recoup from FEMA a portion of pay for non-exempt employees required to report to work during a federally declared disaster.

DEAA(LOCAL) – (REVISIONS) The proposed revision deletes a duplicate cross-reference that already appears at the beginning of the policy.

DEAB(LOCAL) – (REVISIONS) The proposed revisions would align policy with current district practice.

DEC(LOCAL) – (REVISIONS) The proposed revisions aim to clearly articulate the provisions for providing and the use of bereavement leave. . There was a specific board member question regarding whether additional language should be added to this policy to allow for mental health leave. The proposed revision does not include such language. If the board determines that they would like to include this type of language to provide for a new type of leave, staff recommends adoption the current proposed revisions and refer the issue back to the policy committee and HR staff for further study and potential future revisions.

DED(LOCAL) – (ADDITION) This policy is recommended for addition to address vacation days and holidays for certain categories of eligible employees. The details are left to the employee handbook. *See Employee Handbook at p. 45.*

DFBB(LOCAL) – (REVISION) The proposed revision updates this language because the referenced evaluation rating categories were associated with PDAS and are no longer applicable under the T-TESS.

DGA(LOCAL) – (REVISION) The proposed revisions include additional clarification, removal of unnecessary rationale language, and removing unnecessary language that is already addressed in current laws regarding electioneering by district employees that could be addressed in the employee handbook. *See, for example, Employee Handbook at p. 69.*

DGBA(EXHIBIT) – (DELETION) The district’s policy advisor recommends deletion of the grievance form from the policy manual and having it posted online instead. If the board approves this, then administration will promptly publicly post the forms online rather than having them access them through the policy manual.

DH(LOCAL) – (REVISION) The revisions include and update to align the policy with current state law, as well as deletion of a philosophy statement that is not necessary for enforcement of the policy and could be addressed in another venue.

DK(LOCAL) – (REVISION) The proposed revisions include reorganization for clarity and additions of cross-references.

DL(LOCAL) – (DELETION) This policy is proposed for deletion. It is best addressed in teacher contracts and in administrative regulations or the employee handbook. *See, for example, Employee Handbook at pp. 28-29.*

DLA(LOCAL) – (DELETION) This policy was adopted in 1992 and has not been revised since. The district’s policy advisor notes that there is no requirement that staff meetings be addressed in board policy.

DME(LOCAL) – (DELETION) This policy is recommended for deletion as it is redundant. The information can be found in Policy CY(LOCAL).

DNA(LOCAL) – (REVISIONS) These revisions are recommended to reflect current district practice regarding whether a teacher receives an annual evaluation or is on an alternative evaluation schedule. The revisions reflect the eligibility criteria and the frequency of a complete appraisal.

DNB(LOCAL) – (REVISIONS) These revisions are intended to clarify the process for evaluation of campus administrators and not conflate them with other employees’ processes.

Administrative Recommendation:

Staff will recommend adoption of the proposed revisions to Policy that resulted from the comprehensive policy review at a future public meeting of the Board.

Sample Motion:

N/A

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

Purchasing Authority	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 or designee .
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, district 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 basis basis 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 or designee 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).

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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

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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.

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

**Employment
Entrance Medical
Examination**

~~After the District makes an offer of employment but before a new employee begins duties, the District shall require, as a condition of employment, that an applicant for a position specifically identified as requiring physical activity or driving submit the results of a medical examination certifying that he or she is physically able to perform the job-related functions of the position. The District shall designate the physician and shall pay the cost of this examination.~~

**Examinations During
Employment**

~~New Position~~

~~The District shall require, as a condition of reassignment to a position that would require increased physical activity, that any employee applying for a reassignment to a position specifically identified as requiring physical activity or driving submit the results of a medical examination certifying that he or she is physically able to perform the job-related functions of the position. The District shall designate the physician and shall pay the cost of this examination.~~

Comments: The information above is more appropriate for inclusion in administrative regulations. This policy was intended to meet the legal requirement to have a policy that addresses placement on temporary disability leave.

**Other
Circumstances**

The Superintendent or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:0)

1. Interferes with the employee's ability to perform essential job functions; or
2. Poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The District may designate the physician to perform the examination. If the District designates the physician, the District shall pay the cost of the examination. The District may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

Based on the results of the examination, the Superintendent or designee shall determine whether the employee has an impairment. If so, the Superintendent or designee shall determine whether the impairment interferes with the employee's ability to perform essential job functions or poses a direct threat. If not, the employee shall be returned to his or her job position.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LOCAL)

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the Superintendent or designee shall determine whether the employee has a disability and, if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the Superintendent or designee shall evaluate the employee's eligibility for leave. [See DEC(LOCAL)]

[See DAA for information on disabilities and reasonable accommodation]

**Placement on
Temporary Disability**

At Employee's
Request

The Superintendent or designee shall have authority to place an eligible employee on temporary disability leave at the employee's request, as appropriate, when the employee's condition interferes with the performance of regular duties.

By Board Authority

Based on the Superintendent's recommendation that an eligible employee be involuntarily placed on temporary disability leave, the Board shall place an employee on temporary disability leave if the Board determines, in consultation with the physician who performed the medical examination, that the employee's condition interferes with the performance of regular duties. [For employees who are eligible for temporary disability leave, see DEC(LOCAL)]

In accordance with DGBA, an employee may file a complaint disputing placement on temporary disability leave. As part of the complaint process, the employee may present testimony or other relevant information to the Board regarding the employee's fitness to perform regular duties.

Other Requirements

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by city, county, and state health authorities. Bus drivers shall comply with legal requirements. [See DBA]

PROPOSED REVISIONS

Comments: During the administrative review, there was extensive discussion of this policy to ensure alignment with current district practice regarding employee conflict of interest. Please closely review the policy and recommended revisions.

Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

Disclosure—General Standard

An employee shall disclose to his or her immediate supervisor and to the human resources department all of the following that in any way create a potential conflict of interest with the employee's proper discharge of assigned duties and responsibilities or conflict with the best interest of the District:

1. A personal financial interest.
2. A business interest.
3. A family relationship, by consanguinity (blood) within the third degree or by affinity (marriage) within the second degree.
4. Any other obligation or relationship. ~~that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.~~

Whenever the employee is assigned a new supervisor, the employee shall repeat the disclosure to the new supervisor.

Specific Disclosures Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision shall file an affidavit with the Superintendent disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the employee or any of his or her relatives in the first degree by consanguinity (blood) or by affinity (marriage) may have. ~~involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

Comments: As reflected in the first paragraph, the district has established a stricter disclosure standard than most districts. The adjustment to this provision is recommended to reflect that stricter standard.

Interest in Property	The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.
Annual Financial Management Report	The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See BBFA]
Gifts	An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]
Endorsements	An employee shall not recommend, endorse, or require students or staff to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.
Sales	An employee shall not use his or her position with the District to attempt to sell products or services.
Nondistrict Employment	An employee shall disclose in writing to his or her immediate supervisor and the human resources department any outside employment. The human resources department shall determine if this in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.
Nonschool Tutoring	<u>Except when a teacher is assigned by the District to tutor a student,</u> a teachers shall not privately tutor their own students for pay during the school year. After the last day of school and until the first day of school, however, <u>a teachers</u> may privately tutor <u>their own</u> students <u>for pay</u> .
<u>Roles in District-Affiliated or Parent-Support Organizations</u> <u>PTA / Booster Club Roles</u>	No District employee—regular or temporary, full-time or part-time—shall be permitted to hold a position with financial capacity in a PTA or booster club at a District school <u>District-affiliated or parent-support organization, such as the PTA, booster club, or the District's educational foundation.</u>

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

For purposes of this policy, “[a position with](#) financial capacity” shall include the offices of president, vice president, treasurer, and fundraising chair, as well as service on a financial review committee, acting as a check signer, and performance of any other function that involves the receipt and distribution of money.

DELETE POLICY

Nepotism Prohibition In addition to requirements of law, the District shall not employ any person who is related by blood within the third degree, or by marriage within the second degree, to a member of the Board or to the Superintendent, regardless of any delegation of hiring authority. [See DBE(LEGAL) and (EXHIBIT)]

This prohibition shall not affect the employment of a District employee who has been continuously employed by the District for a period of one calendar year prior to the appointment of the Superintendent or the election or appointment of a Board member.

Comments: This requirement is now codified in law. See page 1 of DBE(LEGAL) for a district in a county with a population of 35,000 or more. This policy text was adopted in 2007 prior to enactment of the current law.

PROPOSED REVISIONS

Contracts Required by Law

After any applicable probationary contract period required by the District, term contracts governed by Chapter 21 of the Education Code (educator term contracts) shall be provided to: 0)

1. Any employees in positions required by statute to receive such contracts, including SBEC-certified employees serving full-time as principals, assistant principals, teachers, school counselors, diagnosticians, librarians, and athletic directors;
2. Full-time professional employees in other positions for which the District requires current SBEC certification, ~~with the exception of Education Aide I, II, or III~~; and
3. Full-time nurses.

Comment: According to state law and SBEC rules, educational aides are not entitled to Chapter 21 contracts so it was not necessary to mention this category in the policy.

No Certification Required

Educator term contracts shall also be provided for positions for which neither SBEC nor the District requires current SBEC certification, including noncertified administrators recommended by the Superintendent, as reflected on the list approved by the Board.

~~{For District employees hired under a continuing contract, see also DCC}~~

Comments: The district does not issue continuing contracts.

PROPOSED REVISIONS

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent ~~or designee~~ shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or bimonthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.

*Mid-Year Pay
Increases*

Contract
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

Non-Contract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity.

Pay During Closing

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools]

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Premium Pay
During Disasters

Nonexempt employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

Comments: *The recommended text is required should the district ever wish to recoup from FEMA a portion of the pay for nonexempt employees required to report work during a federally declared disaster.*

PROPOSED REVISIONS

Stipend	The Superintendent shall recommend a stipend pay schedule as part of the annual compensation plan of the District. [See DEA]
Supplemental Duties	The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the Fair Labor Standards Act (FLSA), as needed. [See DK(LOCAL)] The employee shall be compensated for these assignments according to the compensation plan of the District.
Incentive and Innovation Programs	<p>The Superintendent shall have authority to submit plans and grant applications for incentive and innovation programs to TEA or other granting organizations on behalf of the Board. Incentive plans shall address teacher eligibility, including any exclusions.</p> <p>Locally developed incentive programs, if any, shall be addressed in the compensation plan of the District.</p>

~~[For information regarding the District's annual compensation plan, see DEA]~~

Comments: *The duplicative cross-reference is recommended for removal. The cross-reference is in the first paragraph.*

PROPOSED REVISIONS

Classification of Positions

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

Workweek Defined

For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Monday and end at 11:59 p.m. Sunday.

Compensatory Time

At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Accrual

Compensatory time earned by nonexempt employees may ~~not~~ accrue up to the maximum established in accordance with administrative regulations ~~beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of compensatory time, the District shall require the employee to use the compensatory time, or at the District’s option, the District shall pay the employee for the compensatory time.~~

Use

An employee shall use compensatory time within the duty year in which it is earned. Except, an employee may carryover five hours of compensatory time into the next duty year. At the end of the duty year, the District shall pay the employee for any remaining unused compensatory time beyond the five hours.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

PROPOSED REVISIONS, pages 3 and 5

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

Each employee in a position normally requiring ten, 11, or 12 months of service per year shall earn five, six, or seven paid local leave days, respectively, per school year in accordance with administrative regulations.

Local leave shall accumulate to a maximum of 30 leave days.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Bereavement Leave

An employee shall be granted five days of bereavement leave upon the death of an immediate family member, as defined in this policy. Such leave shall be taken with no loss of pay or other paid leave. Bereavement leave shall be noncumulative.

To receive bereavement leave, an employee must provide documentation in accordance with administrative regulations.

**Catastrophic Event
Benefit**

The District shall establish a catastrophic event benefit (CEB) that employees may join through contribution of local leave or state personal leave.

Leave contributed to the CEB shall be solely for the use of participating employees. An employee who is a member of the CEB may request leave from the CEB if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the CEB that address the following:

1. Membership in the CEB, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the CEB;
3. The maximum number of days per school year a member employee may receive from the CEB;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

4. The committee or administrator authorized to consider requests for leave from the CEB and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the CEB.

Appeal

An employee may appeal a decision regarding the CEB in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

Temporary Disability Leave

Under State Authority

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

Under Local
Authority

Any employee who is not covered by the state temporary disability leave program, but who is eligible for District health insurance benefits, shall be eligible for local temporary disability leave for the same reasons as in the state temporary disability leave program. An employee who takes local temporary disability leave shall be subject to the same conditions as under the state temporary disability leave program; however, an employee returning from local temporary disability leave shall not be guaranteed a position with the District.

The maximum length of local temporary disability leave shall be 90 calendar days. The Superintendent shall have the authority to grant additional leave ~~on a case-by-case basis~~ in accordance with administrative guidelines.

Comment: *It is recommended that the district have clear guidelines in place that would determine whether the granting of additional leave is appropriate. This is to ensure for equitable treatment of all employees.*

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's available paid leave balance. When available paid leave is exhausted, such absences shall be taken as leave without pay.

ADD POLICY

Comments: *During the administrative review it was confirmed that the district does provide paid vacation to a specific group of hourly employees. This is different from the paid leave described in policy DEC and off-duty days that are usually applicable to employees with specifically defined duty years. If a district offers paid vacation and holidays, there should be a board statement to that effect similar to what is found in DEC(LOCAL) for local leave.*

Please provide the information for the blanks below (e.g. 255 days or 12 months)

Vacation Days

Eligible employees in positions normally requiring [at least 247 days](#) of service annually shall receive paid vacation days in accordance with administrative regulations that address the following:0)

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;
4. Accumulation and carryover limits; and
5. Treatment of vacation days upon separation from service.

Comments: *If the district does not offer paid holidays then the following section would not be included in the policy.*

Holidays

Eligible employees in positions normally requiring [at least 247 days](#) of service annually shall receive paid holidays in accordance with the employee's duty schedule and administrative regulations.

[See DEAB for overtime pay provisions.]

PROPOSED REVISIONS

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:0)

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications; ~~or receipt of an evaluation with an "unsatisfactory" rating in one or more domains or a "below expectations" rating in two or more domains.~~

Comments: The referenced evaluation rating categories were associated with PDAS and are no longer applicable under the T-TESS.

2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences or tardiness, or a pattern of absences or tardiness.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.

13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct. [See DH]
15. Failure to report any arrest, indictment, charge, conviction for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or failure to report if the employee has entered a no contest or guilty plea or has been granted probation, deferred adjudication, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DBAA and DH]
16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding training, advanced coursework, or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues. [See DH]
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical or mental harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.

25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Failure to provide, or falsification or omission of, required information or documentation on an employment application or during the hiring process.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Failure to comply with a criminal history record check required by state law.
35. Lack of funding for a federally or categorically funded position.
36. Current placement as an excess Chapter 21 employee.
37. Failure to fulfill the requirements of a [performance](#) improvement plan.
38. Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by

any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

**Superintendent's
Recommendation**

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

**Notice of Proposed
Nonrenewal**

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

Request for Hearing

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

In either case, 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 employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. 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 Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

0. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
1. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
2. The employee may cross-examine any witnesses for the administration.
3. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
4. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
5. Closing arguments may be made by each party.

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 evidence 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 employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee 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.

**Hearing by an
Attorney Designated
by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses shall be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. 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.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

PROPOSED REVISIONS

Use of District Facilities

Organizations representing professional, paraprofessional, or support employees may use District facilities with prior approval of the appropriate administrator. Other groups composed of District employees may use District facilities in accordance with policy GKD.

Participation in Organizations / Activities

An employee's participation in community, political, or employee organization activities shall be entirely voluntary and shall not:

1. Interfere with the employee's performance of assigned duties and responsibilities.
2. Result in any political or social pressure being placed on students, parents, or staff.
3. Involve trading on the employee's position or title with the District.
4. Involve the use of any District funds, school vehicles, equipment, telephones, or materials at any time.
5. Involve the use of District facilities during school hours, or time [See GKD for nonschool use of school facilities].

Comment: Items 4 and 5, above, and all the provisions below date back to 1998. Much of the information below could be addressed in administrative regulations or in the employee handbook instead of in board policy.

Political Activities

0. Any participation in political activities by District employees shall be during off-duty time. Employees engaging in political activity shall make it clear that their views and actions are theirs as individuals and that they in no manner represent the views of the District.

Guidelines

All ~~school personnel~~ District employees may exercise their right and duty to participate in the election process, especially for local elections and also for state and national elections as follows: ~~The following guidelines are given by the Board to ensure that all employees can exercise their right to the fullest measure and feel complete freedom to openly and actively support the candidate of their choice.~~

Comment: The final sentence above is essentially rationale for the policy language below. It is not necessary to include the rationale text in policy.

1. Administrators ~~should~~ shall use care so that nothing said or done could be construed as undue pressure on people under him or her to vote for or against a particular person or issue. This policy is not intended to restrict the free exchange of

EMPLOYEE RIGHTS AND PRIVILEGES
FREEDOM OF ASSOCIATION

DGA
(LOCAL)

ideas of employees or otherwise affect their rights of discussion or to make inquiries of their supervisors or colleagues regarding public issues or political contests.

2. Employees are encouraged to refer political candidates, Board candidates, or any other citizen seeking information relating to school operations to the Superintendent in order to prevent any student, employee, or public confusion that might be created by misstatement of school policies, administrative actions, or Board decisions.

On District
Premises

0.No employee shall engage in political activities, as defined by this policy, upon property under the jurisdiction of the Board.

The term "Property" ~~as used herein includes~~ shall mean school premises, property owned by the District, and property in the possession of the District, whether the possession be through lease or otherwise.

The Political activities not permitted shall include the following:

1. Posting of political circulars or petitions on bulletin board.
2. Using students for writing or addressing political materials, or the distribution of such materials to students.

~~During Active
Duty
Time Assigned
Work Hours~~

0.Political activities not permitted during ~~active-duty time~~assigned work hours shall include:

Comments: *The above revision is intended to clarify when these activities would not be permitted.*

1. Distribution to school employees of political circulars or petitions unless sent through the United States mail.
2. Collecting and/or soliciting of funds for political use.
3. Soliciting campaign workers.

~~District Elections~~

~~0.Elections to determine membership to the Board shall be considered political; however, nothing in this policy shall prevent:~~

- ~~1.—Disseminating information concerning school tax and/or bond elections.~~
- ~~2.—Discussing and studying politics and political issues in the classroom when such discussions and study are appropriate to classroom studies such as history, current events, and political science.~~

Comments: *The provisions on political activities addressed early in the policy does not make a distinction between the type of elections. There are*

currently laws regarding electioneering by district employees that would be more appropriate to outline in the employee handbook.

DELETE EXHIBIT (for Policy Online)

Comment: *It is recommended that the form be removed from Policy Online and be posted on the district's website for access by district employees..*

Note: Informal resolution is encouraged but does not extend any deadlines in DGBA(LOCAL), except by mutual written consent.

Whistleblower complaints must be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two.

EMPLOYEE COMPLAINT FORM—LEVEL ONE

To file a formal complaint, please fill out this form completely and submit it by hand delivery, electronic communication, or U.S. Mail to the appropriate administrator within the time established in DGBA(LOCAL). All complaints will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name: _____

2. Address: _____

Telephone number: _____

E-mail address: _____

3. Position: _____ Campus/Department: _____

4. If you will be represented in presenting your complaint, please identify the person representing you. If the person representing you will participate by telephone conference call, please check the box below. The District will inform you if the equipment necessary for telephone representation is unavailable.

Representation will be by telephone conference call.

Please note: You must designate a representative who will be participating in person or by telephone with an advance notice of at least three days, or the District may reschedule the conference or hearing to a later date.

Name: _____

Address: _____

Telephone number: _____

E-mail address: _____

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(EXHIBIT)

5. Please describe the decision or circumstance causing your complaint (give specific, factual details).

6. What was the date of the decision or circumstance causing your complaint?

7. Please explain how you have been harmed by this decision or circumstance.

8. Please describe any efforts you have made to resolve your concerns and the responses to your efforts. Please include dates of communication and with whom you communicated regarding your concerns.

9. Please describe the outcome or remedy you seek for this complaint.

Employee's signature: _____

Signature of employee's representative: _____

Date of filing: _____

Complainant, please note:

A complaint form that is incomplete in any material way may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level One conference. Please keep a copy of the completed form and any supporting documentation for your records.

PROPOSED REVISIONS

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:0)

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is ~~not loaded and~~ not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Comment: Based on current state law from 2019 [Ed. Code 37.0815(a)], the district cannot regulate that the firearm be unloaded.

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:0.

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

EMPLOYEE STANDARDS OF CONDUCT

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(LOCAL)

Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
Unauthorized Video or Audio Recording	The District prohibits any employee from video or audio recording another employee without the other employee's knowledge and consent.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	<p>An employee shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none">1. Other employees. [See DIA]2. Students. [See FFH; see FFG regarding child abuse and neglect.] <p>While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p> <p>An employee shall report child abuse or neglect as required by law. [See FFG]</p>
Relationships with Students	<p>An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]</p> <p>As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]</p>
Tobacco and E-Cigarettes	An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]
Alcohol and Drugs / Notice of Drug-Free Workplace	<p>The Board recognizes that one of the most serious threats to the health and well-being of our society is the illegal use of controlled substances.</p> <p>Drugs influence behavior in ways that significantly disturb the teaching and learning process and must not be tolerated within the educational environment. Therefore, the Board authorizes the Superintendent to provide leadership supportive of a school climate for both students and employees that is free from the illegal use of controlled substances.</p>

Philosophy

Comments: The authorization statement is not necessary since this is part of the superintendent's management responsibilities. This could be addressed as part of the superintendent performance goals.

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:0.

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee: 0.

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:0.

1. Referral to drug and alcohol counseling or rehabilitation programs;

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Upon Seeking Assistance

Any employee who voluntarily seeks help or assistance from school personnel or medical assistance in dealing with a personal alcohol or drug problem, prior to being reported by any school official or law enforcement officer, may not be considered in violation of this policy and may be entitled to anonymity for referral to proper medical and/or psychological counseling by the Superintendent or designee, depending upon the circumstances. Anonymity may be withdrawn at any time the Superintendent or designee determines that the teaching or learning environment is in jeopardy. The Superintendent or designee shall be the sole determiner of this jeopardy.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or

EMPLOYEE STANDARDS OF CONDUCT

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- Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

PROPOSED REVISIONS

Superintendent's Authority

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

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

Disclosure of Family Relationships

An employee who is recommended for promotion, who applies for a transfer within the District, or who receives notice of an involuntary transfer or a demotion must disclose to the human resources department and his or her current and prospective supervisors all family relationships with other District employees.

This disclosure shall be made regardless of whether the reassignment would place the employee in the same department with a member of the employee's immediate family or would result in the employee supervising or being supervised by a member of his or her immediate family.

[For information addressing relationship to the Superintendent or a Board member, see DBE([LEGAL](#)).]

Assignment of Immediate Family Members

Definition of Immediate Family

For purposes of this policy, the term ~~The District shall define~~ "immediate family" for purposes of this policy is defined as:

1. Spouse;
2. Son or daughter, including a biological, adopted, or foster child, son- or daughter-in-law, stepchild, legal ward, or child for whom the employee stands *in loco parentis*;
3. Parent, step-parent, parent-in-law, or other individual who stands *in loco parentis* to the employee;
4. Sibling, step-sibling, or sibling-in-law;
5. Grandparent, spouse's grandparent, or grandchild;
6. Aunt, uncle, niece, or nephew; or
7. Any other person who may be residing in the employee's home.

Members of the same immediate family may be assigned to the same school, building, or other worksite. To avoid conflicts, however, the District reserves the right to reassign an employee or to restrict such employment, as provided in ~~this~~ [Board](#) policy. [\[See also DC\(LOCAL\)\].](#)

In no event shall an employee directly supervise and/or evaluate another member of his or her immediate family. Nor shall an employee be within two levels of the line of supervision to influence or affect employment, promotion, salary administration, or any other management or personnel transaction involving a member of his or her immediate family.

Transition Period The limitations and requirements of these provisions regarding assignment of [immediate](#) family members shall not apply to any person who was employed by the District as of July 1, 2007, and who was assigned to the same campus or department as a member of his or her immediate family.

~~**Definition of Immediate Family** The District shall define "immediate family" for purposes of this policy as:~~

- ~~1. Spouse;~~
- ~~2.1. Son or daughter, including a biological, adopted, or foster child, son or daughter in law, stepchild, legal ward, or child for whom the employee stands *in loco parentis*;~~
- ~~3.1. Parent, step parent, parent in law, or other individual who stands *in loco parentis* to the employee;~~
- ~~4.1. Sibling, step sibling, or sibling in law;~~
- ~~5.1. Grandparent, spouse's grandparent, or grandchild;~~
- ~~6.1. Aunt, uncle, niece, or nephew; or~~
- ~~7.1. Any other person who may be residing in the employee's home.~~

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

Supplemental Duties Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Work Calendars and Schedules

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

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

DELETE POLICY

Extra Duty

Teachers shall be expected to assume reasonable duties over and above their regular teaching responsibilities. Activities and services that make minor demands on the teacher's time shall be part of each teacher's basic assignment. These duties may be scheduled before and after, as well as during, certain parts of the school day and at co-curricular activities. Administrators shall strive to equalize such duties among teachers and to keep such duties to a minimum.

Extra responsibilities that make major demands on a teacher's time shall be rewarded with extra compensation. Such jobs, and their compensation, shall be in accordance with the current "position pay" salary schedule of the District.

Comments: *This should be addressed in teacher contracts and in administrative regulations.*

DELETE POLICY

Every effort is made to keep the number of meetings that teachers must attend to a minimum and consistent with effective school operation. Meetings may be called by administrators as necessary.

Staff members shall participate in professional meetings and activities, which may take place up to one hour before school starts or after school. In addition, staff members shall be expected to participate in a limited number of evening activities such as open house, parent meetings, etc., as required by their immediate supervisor.

Principals should evaluate their faculty meetings very carefully and schedule only those that are essential and profitable. A principal is free, however, to schedule as many meetings as necessary for the successful operation of the school program.

It is important that teachers attend meetings scheduled for them. They should be on time and stay until the meeting is completed. If it is necessary for a teacher to be absent from a meeting, come in late, or leave early, this information should be given to the principal prior to the meeting.

All teachers, including substitutes, are required to attend the required activities and meetings regularly and punctually unless excused by the principal or Superintendent to their designees. Failure to attend a required activity or meeting without approval shall be reported by the principal or supervisor to the Superintendent.

Teachers shall attend all meetings of their respective grades or departments as may be deemed necessary by their head teachers, supervisors, or principals, unless excused.

All professional employees and aides are required by law, and compensated in salary, to attend eight or more days of professional development training. These days may be scheduled before, within, and after the regular instructional year of the students.

Comments: *There is not a requirement that staff meetings be addressed in board policy. This policy was added in 1992 and has not been revised since that year.*

DELETE POLICY

Instructional materials, publications, programs, computer programs, and devices prepared by employees as part of their job assignment shall be property of the District, unless prepared by such employees on their own time without use of District facilities or equipment. The Board shall encourage professional development for staff personnel and the sharing of new developments with other districts. The Board is aware that professional publication of material by staff members serves to enhance the reputation of the District.

The Superintendent or designee shall review material prepared by staff members prior to copyright or patent for subsequent publication or distribution and may waive all or part of the Board's proprietary rights in favor of those employees preparing such material.

The Board shall authorize the Superintendent to sell instructional materials that have been prepared by the District to other districts, organizations, or commercial firms desiring to purchase copies or obtain reproduction rights.

All staff members shall comply with the Family Rights to Privacy Act (Public Law 93-380), Educational Amendments of 1974 (Title V, Section 513), as it concerns the release of any personally identifiable data, including pictures and illustrations.

Comments: Much of this information is now covered in CY(LOCAL).

PROPOSED REVISIONS

Comments: The revisions are recommended to reflect that the district evaluates some teachers less than annually. The policy establishes the eligibility criteria and the frequency of a complete appraisal.

Local Appraisal Process

The District shall appraise teachers using a local appraisal process and evaluation criteria developed in accordance with law and administrative regulations.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

Eligibility

To be eligible for less-than-annual evaluations under the District's local appraisal system, a teacher shall:

1. Be rated at least proficient on 10 of the 17 dimensions and no dimension, defined as a rating of Improvement Needed or its equivalent;
2. Be employed on an educator term contract;
3. Hold SBEC certification; and
4. Have served at the current campus for at least one year.

Frequency

Eligible teachers shall be appraised every five years.

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Annual Review Process

In the years in which an appraisal is not scheduled for an eligible teacher, he or she shall follow the procedures outlined in the District's local appraisal system.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

Appraisal System

~~The formal appraisal of District teachers shall be in accordance with an alternate appraisal system developed locally in compliance with statutory provisions and state rules.~~

**General
Requirements**

~~District teachers shall be appraised annually.~~

~~The District's alternate appraisal process shall be developed in collaboration with the administration and the District and campus-level decision-making committees and shall be detailed in administrative guidelines.~~

~~Components of the appraisal system shall ensure that teachers receive appropriate guidance and feedback and may include, but are not limited to, formal and informal observations, classroom walk-throughs, student learning indicators, and conferences. The appraisal process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.~~

Grievances

~~Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).~~

PROPOSED REVISIONS

Comments: This policy addresses the evaluation of campus administrators. Policy DN(LOCAL) addresses evaluation of all other employees, other than teachers, which is addressed at DNA(LOCAL).

Principals

The District shall appraise principals using a local appraisal process developed in accordance with law and administrative regulations.

Other Campus Administrators

Campus administrators other than principals shall be appraised according to a local appraisal process determined by each administrator's position and job responsibilities and developed in accordance with law and administrative regulations.

Frequency

District principals and other campus administrators shall be appraised annually.

~~Locally Developed Plan~~

~~The annual appraisal of District professional personnel, other than teachers, shall be in accordance with a local appraisal system written in compliance with statutory provisions and commissioner's rules.~~

~~Employment Decisions~~

~~When relevant to the decision, written evaluations of a professional employee's performance, as documented to date, and any other information the administration determines to be appropriate shall be considered in decisions affecting contract status.~~

~~Exception~~

~~Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.~~

Comments: The termination of a probationary contract at the end of the year is addressed at DFAB(LEGAL). Local policy language is not necessary to address this process.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Discussion of Districtwide Intruder Detection Audit Report Findings
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Bryan Miller
Attachments: N/A

Background Information:

This agenda item is to acknowledge and discuss the Texas School Safety Center Intruder Detection Audits that were recently conducted at one or more of our campuses. The audits test whether a campus is accessible to an unauthorized individual. These audits, conducted as part of Governor Abbott's school safety directives for all school systems following the tragedy in Uvalde, seek to help districts identify how campuses can improve safety for students, such as ensuring exterior doors are locked. The audit provides us with an opportunity to create a safer learning environment for our students and staff. We acknowledge that parents and community members are likely very interested in the details of the audit results; however, it is in the best interest of the students that we do not share this information to the broader public as it could lead to compromising important campus security information. Specific details of the Intruder Detection Audit will be discussed in the executive session and with the Safety and Security Committee.

Administrative Recommendation:

N/A

Sample Motion:

N/A

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Consider Approval of Food Service Management Contract
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Brandon Evans
Attachments: Final Contract 2023-2024 FSMC between LISD and Southwest Foodservice Excellence

Background Information:

In December 2023, the District began the RFP process for the food service contract. Three (3) food service management companies submitted proposals, Aramark, Sodexo and Southwest Food Excellence. A committee of four (4) District staff reviewed the proposals. At the beginning of April, the District submitted the committee's recommendation to TDA and on May 1st the District received notification that the proposal had been accepted. The results with Southwest Food Excellence as the selected vendor was approved by TDA. The term of the agreement will be from July 1, 2023, to June 30, 2024. The agreement includes four (4) one-year extensions options.

Administrative Recommendation:

Administration recommends that the Board award the Food Service Management Contract to Southwest Foodservice Excellence.

Sample Motion:

I move that the Board award the Food Service Management Contract to Southwest Foodservice Excellence.

**SCHOOL NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT SERVICES
School Year 2023-2024**

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REQUEST FOR PROPOSALS

SOLICITATION NO. 24002M28

School Food Authority: Leander ISD

SFA's address: 204 W. South Street, Leander, TX 78641

Phone number: 512-570-0606

Fax number: (512) 570-0607

Date Issued: 02/10/2023

Proposal Due Date: 03/28/2023

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice or TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program complaint of discrimination, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) **fax:** (833) 256-1665 or (202) 690-7442
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

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I. PURPOSE

[Leander ISD _____], herein referred to as the School Food Authority (SFA), is responsible for operating the U.S. Department of Agriculture's (USDA) School Nutrition Programs (SNP) in schools under its jurisdiction, pursuant to an agreement with the Texas Department of Agriculture (TDA). To assist in carrying out this responsibility, the SFA is soliciting proposals for school food service management services for the 2023-2024 School Year. This Request for Proposals (RFP) is for a fixed-price contract and sets forth the terms and conditions applicable to the proposed procurement. The offeror is herein referred to as the Food Service Management Company (FSMC). The FSMC will provide services to the SFA as described in the Scope of Work in this RFP and will manage and operate a nonprofit school food service for the SFA according to SNP requirements of the USDA and TDA.

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II. NOTICE TO PROSPECTIVE OFFERORS

A. Legal Notice

All costs involved in submitting a response to this RFP shall be borne in full by the party incurring said cost. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk and therefore cannot secure relief on a plea of error.

Any contract that may arise from this RFP will be between the selected FSMC and SFA. SFA is not liable for any cost incurred prior to the signing of the contract by both parties and final approval is provided by TDA.

The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.

B. FSMC Registration

Pursuant to 7 CFR 210.19(a)(5), all food service management companies that wish to contract for food service with any school food authority within the State must register with TDA. Only proposals from offerors in the TDA approved FSMC Vendor List of registered companies operating within the State for the school year specified in the RFP may be considered.

C. Inquiries/Request for Information

If additional information or clarification is required to respond to this RFP, please contact the SFA's business office by telephone at (512) 570-0606 or by email at maryann.noble@leanderisd.texas.gov. If additional information is provided, it will be shared with all offerors.

D. Procurement Method

The SFA is conducting this procurement by the Request for Proposals (RFP) competitive procurement method. All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR 200.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and contract requirements. In

	<ul style="list-style-type: none"> • Name and address of FSMC • Federal Employee Identification Number and Corporate Identification Number, if applicable • Name, title, phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA • Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Offeror in a contract, if different from the primary liaison • A statement expressing the Offeror's willingness to perform the services described in the RFP • A statement expressing the Offeror's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in the RFP • A statement regarding the Offeror's proprietary information; if applicable, the Offeror must clearly mark in the upper right hand corner those pages to be considered proprietary (Note: Offeror cannot consider the entire proposal to be proprietary) • The following certification: By signing this cover letter, I (we) certify that the information contained in this proposal is accurate, and all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company. 	
Tab B	Table of Contents - a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials	
Section 2 – Required Attachments		
Tab C	Firm Offer – signed by authorized representative	Section III. G. Firm Offer Page 9 of RFP
Tab D	Offeror's contact information for emergency notifications and other notices	Section VI. Q. Miscellaneous Page 30 of RFP
Tab E	Agreement – signed by authorized representative	Page 32 of RFP
Tab F	Exhibit G: Price Proposal Form	Page 40 of RFP
Tab G	Exhibit J: Anti-collusion Affidavit	Page 42 of RFP
Tab H	Exhibit K: Certification regarding Lobbying	Page 43 of RFP
Tab I	Exhibit L: Disclosure of Lobbying Activities	Page 44 of RFP
Tab J	Exhibit N: Independent Price Determination Certificate	Page 50 of RFP

Tab K	Exhibit P: FSMC Certification of Acknowledgement – completed and signed by authorized representative	Pages 54 of RFP
Tab L	Exhibit Q: Non-delegable School Food Authority Responsibilities - signed by authorized representative	Page 56 of RFP
Tab M	Exhibit R: Debarment and Suspension Certification – signed by authorized representative	Page 58 of RFP

B. Proposal Submission Requirements

Offeror shall submit the proposal to the SFA as indicated below.

Hard Copy, mailed, 6 number of copies. Hardcopy proposals are to be submitted in a sealed envelope marked “FSMC Proposal” with the RFP number. ²¹⁷

Proposals will be received by the SFA until 14:00 (Time) on 03/28/2023 (Date) at the address or e-mail shown below.

Proposals are to be submitted to:

Name and Title: Mary Ann Noble, Senior Buyer
Mailing Address: 204 W. South Street
Physical Address: 204 W. South Street
City: Leander
State/Zip: TX 78641
E-mail Address: maryann.noble@leanderisd.org

C. Late Proposals

Proposals will not be accepted after the submission deadline specified in the RFP. SFA will not consider late proposals under any circumstances and shall return unopened proposals to the respective offerors.

D. Altering, Amending, or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the deadline for submitting proposals.

E. Rejection of Proposals

Proposals that do not conform to the requirements of this RFP shall be rejected. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal was received after the submission deadline;
- The proposal was not signed by an authorized representative of the FSMC;
- The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP, or deleted or altered the terms of the RFP;
- The proposal was incomplete or contained significant inconsistencies or inaccuracies.

SFA reserves the right to reject any or all proposals for reasonable cause which shall be documented in the SFA's procurement records, or to reject any or all proposals if deemed in the best interest of the SFA. If the costs of all proposals are excessive, the SFA is not required to award a contract.

F. Calculation of Time

Periods stated as a number of days shall be calendar days.

G. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn before the time for opening proposals, the Offeror understands and agrees that it is making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract. 218

Such proposal is irrevocable for ninety (90) days after the time for opening proposals has passed. MS (Initial) 3/24/2023 (Date) **FSMC must initial and date here to show agreement.**

IV. EVALUATION AND AWARD

A. Evaluation Criteria

Proposals received by the published deadline will be reviewed to ensure all materials have been submitted as specified in the RFP. Proposals that fail to address all requirements or fail to include all completed forms and signed certifications will be considered nonresponsive and disqualified from further consideration. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.

Responsive proposals will be evaluated using the weighted criteria stated in the RFP. Proposals will be evaluated by a committee consisting of SFA employees and representatives familiar with the terms and conditions of the RFP criteria and the evaluation process.

B. Basis of Award

The selection for contract award will be based on the evaluation criteria set forth below, as well as the cost for all deliverables, goods, services, and/or work specified in this RFP. Award will be made to a qualified and responsible offeror whose proposal is most advantageous to the SFA's school lunch program, price and other factors considered, with price the primary factor. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required.

In determining to whom to award a contract, the SFA is not limited to selecting the proposal with the lowest cost but may consider other factors such as: (1) the extent to which the goods or services meet the SFA's needs; (2) indicators of probable vendor performance under the contract such as past vendor performance, the FSMC's past relationship with the SFA, the FSMC's financial resources and ability to perform, or the FSMC's experience or demonstrated capability and responsibility; and (3) any other relevant factor specifically listed in the RFP. While price is not the sole basis for award, price shall be the primary consideration in the selection for award.

Evaluation Criteria	Maximum Points
Cost-	25
Guarantee if requested in RFP (Offering a guarantee in excess or less of the amount requested in the RFP will result in no points for this criterion.)	5
Years of Experience in working with Child Nutrition Programs (one point will be awarded per year of experience, up to a maximum of 10 points)	10
Determined by CE Service Capability	10
Determined by CE Financial Conditions/Stability, Business Practices	5
Determined by CE Accounting and Reporting	5
Determined by CE Promotion of CNS Programs	5
Determined by CE Student Engagement	10
Determined by CE Compliance/Audit History, Past Experience w/Like-sized SFAs	10
Determined by CE Innovation	15
Determined by CE	
Determined by CE	
Determined by CE	
Total Points	100

C. Proposal Protest Procedures

Pursuant to 2 CFR Part 200.318(k), the SFA's protest procedures are attached to this RFP as Exhibit H.

V. GENERAL CONTRACT TERMS

A. Contract Term and Renewals

1. Unless terminated in accordance with Section VI, paragraph K, this Contract will be in effect for a period of one year commencing on July 1, 2023 and terminating on June 30, 2024. The Contract may be renewed for up to four (4) additional one-year periods, with the term of the renewal commencing on July 1st following the expiration of the preceding one-year term of the Contract, upon mutual agreement between SFA and FSMC and subject to fulfillment of all contract terms designated herein.
2. Renewal contracts may not be effective prior to the final approval date by TDA and signed by both parties.
3. Failure to have renewal contracts fully executed prior to the contract expiration 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.
4. Renewal year contracts are contingent upon fulfillment of all contract provisions. If TDA determines during an Administrative Review, Procurement Review, or audit of the SFA's operation of the school food service 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.
5. 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.

B. Changes and Amendments

1. Material changes to the Contract are not permitted. Changes to the scope of services to be provided by the FSMC beyond the original intent of this RFP that would constitute a material change to the Contract will require this Contract to be rebid.
2. Any changes to the terms or conditions of this Contract which are required by federal or state laws or regulations are automatically incorporated into the Contract without written amendment and shall become effective on the date specified in such law or regulation.
3. Price Adjustments. The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will only be permitted if approved in advance by SFA. Fee increases for the upcoming Contract renewal year must be submitted to SFA by December 31st of each year. No other fee increases will be allowed. Price adjustments shall be by amendment in writing and executed by both parties to this Contract.

C. Contract Documents

The complete contract will include this RFP and the proposal submitted by the FSMC, as outlined in Section III, 6. of this RFP.

D. TDA Review

The Contract may not be executed until TDA approval is provided. Costs incurred prior to TDA approval may not be paid using federal child nutrition funds.

VI. ADDITIONAL 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, 2023.
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. Food Expense
 - c. Nutrition education materials and program expense
 - d. Design services specific to the operation
 - e. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings

- f. Personal representation, visitation, and coverage on a regular basis by a principal of the FSMC
 - g. All accounting
 - h. All payroll costs and documentation
 - i. Administrative dietetic, nutritional, sanitation, and personnel advice
 - j. All costs incurred in hiring and relocating, if necessary, the FSMC management team
 - k. All training costs for FSMC employees
 - l. All travel costs for training for FSMC employees
 - m. 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 vendors 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, # 24002M28 (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.
 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.

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). 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, 7 CFR parts 210, 215,

220, 245, 250; 2 CFR parts 180, 200, 400, 416, 417, and 418; and 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.

2. The selected FSMC shall have the exclusive right to operate the programs checked below at the sites specified in the Schedule of Food Service Locations and Services Provided, which is attached to this RFP as "Exhibit A" and fully incorporated herein. Please note the SFA may add additional programs to its operations during the school year. Since material changes to the RFP and contract are not permitted, the solicitation scope identifies and encompasses all the program(s) and nonprofit food service activities that the FSMC may be involved in during the term of the contract (initial term and renewals, if any). Proposals must be inclusive of all the programs and services requested in the RFP. In addition, the SFA may remove child nutrition programs from its operations due to school closures or projected decreases in enrollment.

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

3. 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, as a resource to, and for the benefit of SFA's students, faculty, and staff.
4. 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 7 CFR §210.16(c) and 2 CFR 200.324(d).
5. 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)).

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.

6. FSMC shall comply and cooperate with SFA in promoting nutrition education, health, and wellness policies, and coordinating SFA's Food Service Program with classroom instruction.
7. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor 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.
8. 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.

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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.**
12. **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).**

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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 must be followed without any changes to specifications. 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 9th day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at SFA.
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 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.

D. Purchases and Geographic Preference

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. If applicable, 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 contractor, FSMC. The FSMC must not procure additional goods or services beyond what is stipulated in this Contract.
 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.
 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*.

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 them for the value of all USDA Foods received for use in SFA's meal service in each School Year, (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. The value of foods received shall appear as a credit on the invoice for the month in which the donated food was received. 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). 227
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 monthly. 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 SFA'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 provided to the SFA by TDA. 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, received to the SFA. The credits must also encompass any transfers from other SFA and/or the state agency accepted in excess of directly received USDA Foods.
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. 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. 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.
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. 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, trained 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 SFA, 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.
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.

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

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:
- a. 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.
 - b. Determine the percentage of time the kitchen is in use compared to the total campus usage. (The kitchen may operate 7 hours but the school day with activities may be 9 hours.)
 - c. Apply percentages to the average cost of the total utilities.

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). 232
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).
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 Account on a daily basis. Any profit or guaranteed return shall remain in the SFA's Non-Profit School Food Service Account.

2. All facilities, equipment, and services to be provided by the SFA shall be provided at SFA's expense. 233

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:

$$\frac{\text{Sales (revenue in dollars)}}{(\text{Federal Free Reimbursement Rate} + .08 \text{ meal certification, if applicable} + \text{USDA Entitlement Value})}$$

4. Financial Guarantee

a. All revenue received in the operation of this contract must accrue to the nonprofit school food service 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
- Subsidy Amount _____
- No Guarantee Required

c. 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 proposal/bid rate per meal must be calculated as if no USDA Foods were available. 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. Applicable only if subsidy is requested in I. 4. (b), above: 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 Total Expenses are greater than Total Revenue, FSMC shall within 30 days pay SFA a subsidy payment as outlined in #4 above. In the event that the FSMC pays a subsidy, FSMC may not recover the subsidy 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.
- g. 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.
- h. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
- i. 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.
- j. 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.

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 10th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 5th 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. 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).
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.
8. The FSMC shall maintain such records as the school food authority will need to support its Claim for Reimbursement under this part, and shall, at a minimum, report claim information to the school food authority promptly at the end of each month. Such records shall be made available to the school food authority, upon request, and shall be retained in accordance with § 210.23(c). 7 CFR 210.16(c)(1).

K. 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.
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. 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.

6. 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 Combined Single Limit.
 - b. Automobile Liability coverage with a \$ 1,000,000 Combined Single Limit.
 - c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of
 - ii. \$ 500,000
 - d. Excess Umbrella Liability with a combined single limit of \$ 6,000,000
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.

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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.

N. Optional Requirements to be Included

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

1. Information Technology Systems

All Fees Must Be Part of the Fixed-Meal Rate. FSMC shall provide, install, deploy into production, operate, and maintain and support the following system:

- POS Software only
 POS Software and Hardware

POS Note: If SFA has a Point of Service (POS) system purchased by SFA, the FSMC shall use the provided system without additional cost to the SFA.

2. Will the SFA Transition Employee Positions to the FSMC? Yes

If yes, the SFA shall identify each employee position, current salaries, and benefits to be transitioned to FSMC's payroll. SFA employees can only be transitioned the first year of the contract. Transition information must be included in Exhibit E.

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 guaranty (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 guaranty in the amount of \$ 2,000,000.00 [Enter an amount not less than 5% or more than 10% 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 guaranties 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 guaranty (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% or no more than 25% 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 guaranties 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.

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: Ana Tarpley

Title: Senior Director of Area Operations

Telephone number: (850) 449-0970

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:

Name: Ana Tarpley

Title: Senior Director of Area Operations

Telephone number: (850)-449-0970

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–R (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: Brandon Evans - 204 W. South St., Leander, TX 78641

To FSMC: Southwest Foodservice Excellence, LLC 9366 E Raintree Drive Scottsdale, AZ 85260

Copy: _____

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.
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.

AGREEMENT

Offeror certifies that the FSMC shall operate the SFA's school food service 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.

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ATTEST:

SCHOOL FOOD AUTHORITY:

Leander Independent School District

Name of SFA

Signature of Authorized Representative

(SFA cannot sign until approved by TDA)

Brandon Evans

Typed Name of Authorized Representative

Executive Director of Campus Support

Title

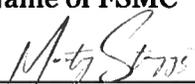
Date Signed

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Southwest Foodservice Excellence, LLC

Name of FSMC


Signature of Authorized Representative

Monty Staggs

Typed Name of Authorized Representative

Chief Executive Officer

Title

3/24/2023

Date Signed



Exhibit B: Budget

Projected Revenue: Based on 176 (Number) days of meal service in the School Year 2023-2024 and using 2022-2023 reimbursement rates the SFA shall multiply the rates by the actual meals served from School Year 2021-2022.

Consolidated Food Service Budget School Year 2023-2024

Revenue:

Local

Student Breakfast Sales Revenue	\$ 496,394.00
Student Lunch Sales Revenue	\$ 4,965,341.00 243
Adult & À la carte Sales Revenue	\$ 2,153,318.00
Catering & Other Non-Program Revenue	\$ 150,000.00
Total Sales	\$ 7,765,053.00

Reimbursement

School Breakfast Program	\$ 1,046,861.00
National School Lunch Program	\$ 5,431,659.00
After School/At-Risk Snack Program	_____
At-Risk CACFP Supper Program	_____
State Matching Reimbursement	\$ 75,000.00
Other Federal/State Reimbursement	_____
Total Reimbursement	\$ 6,553,520.00

Total Revenue: (Total Sales + Total Reimbursement)

\$ 14,318,573.00

Expense:

Projected Total Expenses \$ 12,381,519.00

Estimated Budget Projection: Total Revenue (Sales + Reimbursement) - Expenses **\$ 1,937,054.00**

USDA Foods Entitlement Allocation Estimate:

\$ 1,120,162.00

SFA Contact for Budget Completion: Name: Dana Paulson

Phone: (512) 570-0068

Exhibit C: Charts

The charts outlined have been supplied by the SFA to assist the FSMC with assessing the operational requirements required to fulfill the contract needs resulting from this RFP.

- Chart 1: Projected Enrollment Chart (By Campus) – Projected new campuses and dates of the anticipated opening must be included
- Chart 2: Staffing Chart (Identify whether each position is SFA or FSMC personnel)
A - Cafeteria Staff (Elementary)
B - Cafeteria Staff (Secondary)
C - Central Office Staff
- Chart 3: Participation Data for the prior year by program and eligibility category: free, reduced-price, and paid, number of reimbursable meals served annually, and the average daily participation (ADP) by individual school.
- Chart 4: Chart stating Current District Meal Prices.
- Chart 5: Copies of Reimbursement Claims for Current and Prior School Year(s). Only submit TX-UNPS Claim Year Summary Report.
- Chart 6: Chart identifying:
(1) Each FSMC position that will be shared with other SFA;
(2) The SFA with whom FSMC employees will be shared; and
(3) The percentage of time FSMC employees will work at each SFA.
- Chart 7: School Calendar for 2023-2024. If SFA does not have an approved school calendar, the projected calendar may be provided.

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Exhibit D: Designation of Program Expenses

Exhibit D represents the expenses the SFA has deemed are the responsibility of the FSMC and must be included in their fixed meal price offer as part of the bid specifications. When the SFA applies an X in a selected expense column the FSMC or the SFA is responsible for that expense during the life of the contract. Only one choice for each expense. The SFA and the FSMC cannot both be checked for an expense. If the expense does not apply check N/A.

DESCRIPTION	FSMC	SFA	N/A
FOOD:			
Food Purchases	X		
USDA Foods Processing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LABOR:			
FSMC Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SFA Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CLEANING EXPENSES:			
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food Preparation Areas (Include Equipment)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Serving Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dining Room Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Periodic Waxing and Buffing of Dining Room Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Restrooms for Food Service Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grease Traps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cleaning of Dining Room Tables and Chairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cafeteria Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kitchen Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Window Coverings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hoods	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grease Filters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Duct Work	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TRASH REMOVAL			
From Kitchen	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
From Dining Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
From Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OTHER EXPENSES			
Smallware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paper/Disposable Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laundry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Exhibit E: FSMC Employees

Provide minimal qualifications for full-time employees (FTE).

Exhibit F: Food Specifications

All food specifications must meet requirements of the USDA Food Buying Guide (FBG), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and TDA's Administrative Reference Manual (ARM).

- All USDA foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- All food and food products purchased on behalf of the SFA must be in compliance with Buy American provisions. Food and food products must be produced in the United States, and food products must be processed in the United States using over 51% of domestic foods by weight or volume. 7 CFR 247 250.17(e); 2 CFR Part 200; SP 38-2017; SP 32-2019; and 7 CFR Part 210.21(d).

For all other food components, specifications shall be as follows:

- Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain. Cereals may be whole grain, whole-grain rich, enriched grain, or fortified grain. All grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the Child Nutrition Program Food Buying Guide (FBG) or as appropriately identified on a food nutrition label or product manufacturer's statement. If applicable, the product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the USDA and must be free of color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators from USDA*.
 - For breaded and battered items, all flours must be whole-grain or enriched for bread/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry and must be processed in the United States using over 51% domestic meats. No variety of meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese must be from domestic milk sources and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; contain proper moisture and salt content and be processed in the United States.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet the minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. All fish must also be in compliance with the Buy American provisions for farmed and wild fish as described in SP 32-2019.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits

should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- All fresh vegetables must be from domestic sources, ripe and in good condition when delivered, and must be ready for consumption per the USDA FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must be produced and processed in the United States using over 51% domestic vegetables by weight or volume; meet the food distributors' first quality level (extra fancy and fancy); canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be from domestic sources, inspected and passed by the state or federal Department of Agriculture, and used within 30 days of the date on the carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off-color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be from domestic sources and offered in a variety of at least two different fat contents. If flavored milk is offered in the National Lunch Program or School Breakfast program, unflavored milk must also be offered as a selection. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.
- Other (additional SFA requirements):

Exhibit G: Price Proposal Form

The undersigned FSMC proposes to manage the SFA's school food service at the fixed per-meal rates shown below, subject to the terms of this RFP including SFA's estimated total numbers of meals shown below. If the contract is awarded, FSMC will bill SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges.

The meal prices in this proposal must not consider the value of USDA Foods that the FSMC may receive for use during the year. FSMC will fully credit SFA for the value of USDA Foods received for use.

The FSMC acknowledges that the contract will be awarded based primarily on the lowest proposed Total Cost to SFA, shown below, combined with SFA's evaluation of non-price criteria specified in the RFP. 249

Program	FSMC's Proposed Fixed Price per Meal or Equivalent	X	SFA's Estimated Annual Meals or Meal Equivalents—all sites	=	FSMC's Proposed Cost to SFA—all sites (extended cost)
Breakfast (SBP)(SSO)	\$	X	1,320,441	=	\$
Lunch (NSLP) (SSO)	\$	X	3,702,271	=	\$
Milk (SMP)	\$	X	0	=	\$
NSLP Afterschool Care Program (ASCP)	\$	X	407	=	\$
At-Risk After-school Snacks (CACFP)	\$	X	0	=	\$
At-Risk After-school Supper (CACFP)	\$	X	0	=	\$
Summer (SFSP) Breakfast	\$	X	2,975	=	\$
Summer (SFSP) Lunch	\$	X	3,946	=	\$
Non-Program Revenue Meal Equivalent (Lunch Rate)	\$	X	370,347	=	\$

FSMC's proposed Total Cost to SFA: \$ _____

Financial Guarantee - Offeror must select one of the following options:

- Breakeven position required
- Financial Guarantee Amount \$ 500,000.00 _____
- Subsidy Amount _____
- No Guarantee Required

Submitted by: _____

Company: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

**PLEASE SEE NEXT PAGE FOR
 UPDATED EXHIBIT G PER ADDENDUM
 NO.1 ISSUED BY TDA**

Addendum No. 1

(date) 03/01/2023

SCHOOL NUTRITION PROGRAMS FOOD SERVICE MANAGEMENT SERVICES SCHOOL YEAR 2023-2024

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Request for Proposals (RFP)

Solicitation Number: 24002M28

School Food Authority: Leander ISD
Address: 204 W South Street, Leander TX, 78641
Phone number: (512) 570-0606
Fax number: (512) 570-0607

All requirements of the RFP No. 24002M28, School Nutrition Management Services School Year 2023-2024 published on (date) 02/10/2023, except those specifically changed by this Addendum No. 1, shall remain in effect. In the event of any inconsistency between information provided in the RFP published on (date) 02/10/2023, and information in this Addendum No. 1, the information in this Addendum No. 1 shall prevail.

This Addendum No. 1 is issued for the purpose of revising sections of the RFP. This Addendum No. 1 shall be attached to and form a part of the referenced RFP and any resulting awarded contract.

Changes to the Solicitation Document

The following sections of the RFP are revised as follows:

1. **Section III. PROPOSAL CONTENT AND SUBMISSION**
B. Proposal Submission Requirements

The date proposals will be received is changed as follows:

FROM: Proposals will be received by the SFA until 2:00 pm (Time) on 03/28/2023 (Date) at the address or e-mail shown below.

TO: Proposals will be received by the SFA until 2:00 pm (Time) on 03/28/2023 (Date) at the address or e-mail shown below.

2. Section V. GENERAL CONTRACT TERMS
C. Contract Documents

The reference to Section III, 6 is replaced as follows:

FROM: Section III, 6
TO: Section III. A.6

3. Section VI. ADDITIONAL STANDARD TERMS AND CONDITIONS

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To clarify what documents constitute the contract, the definition of the term "Contract" in paragraph 5 is struck through or deleted.

~~5. "Contract" means this RFP and Contract and the attached exhibits.~~

4. Section VI. ADDITIONAL STANDARD TERMS AND CONDITIONS
N. Optional Requirements to be Included

The option for Information Technology Systems that was previously indicated as "checked" is now unchecked. No Information Technology Systems are needed as part of the RFP.

5. Section VI. ADDITIONAL STANDARD TERMS AND CONDITIONS
Q. Miscellaneous

Paragraph 4 is replaced with the following:

This Request for Proposal and any subsequent contract constitute the entire agreement between the parties with relation to the transaction contemplated hereby. In the event of a conflict between or among any of the terms of the documents that make up the contract, such conflicts shall be resolved by reference to the documents in the following order of priority: (i) final written agreement; (ii) SFA's Request for Proposal including all addenda and attachments; and (iii) FSMC's proposal. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.

6. Exhibit G in the Attachments to the RFP

Exhibit G is replaced with the Revised Exhibit G attached to this Addendum No. 1, which updates the formula for calculating the Non-Program Rate.

Exhibit G: Price Proposal Form - Addendum 1

The undersigned FSMC proposes to manage the SFA's school food service at the fixed per-meal rates shown below, subject to the terms of this RFP including SFA's estimated total numbers of meals shown below. If the contract is awarded, FSMC will bill SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges.

The meal prices in this proposal must not consider the value of USDA Foods that the FSMC may receive for use during the year. FSMC will fully credit SFA for the value of USDA Foods received for use.

The FSMC acknowledges that the contract will be awarded based primarily on the lowest proposed Total Cost to SFA, shown below, combined with SFA's evaluation of non-price criteria specified in the RFP.

Program	FSMC's Proposed Fixed Price per Meal or Equivalent	X	SFA's Estimated Annual Meals or Meal Equivalents—all sites	=	FSMC's Proposed Cost to SFA—all sites (extended cost)
Breakfast (SBP)(SSO)	\$ 1.26	X	1,320,441	=	\$ 1,663,755.66
Lunch (NSLP) (SSO)	\$ 2.07	X	3,702,271	=	\$ 7,663,700.97
Milk (SMP)	\$	X	0	=	\$
NSLP Afterschool Care Program (ASCP)	\$ 0.60	X	407	=	\$ 244.20
At-Risk After-school Snacks (CACFP)	\$	X	0	=	\$
At-Risk After-school Supper (CACFP)	\$	X	0	=	\$
Summer (SFSP) Breakfast	\$ 1.18	X	2,975	=	\$ 3,510.50
Summer (SFSP) Lunch	\$ 2.07	X	3,946	=	\$ 8,168.22
Non-Program Rate	\$ 2.31	X	370,347	=	\$ 855,501.12

FSMC's proposed Total Cost to SFA: \$ 10,194,881.12

Financial Guarantee - Offeror must select one of the following options:

- Breakeven position required
- Financial Guarantee Amount \$ 500,000.00
- Subsidy Amount _____
- No Guarantee Required

Submitted by: Diane Johnannes

Company: Southwest Foodservice Excellence, LLC

Printed Name and Title of Authorized Representative: Monty Staggs, Chief Executive Officer

Signature:  Date: 03/24/2023

Exhibit H: SFA Protest Procedures
SFA must include their protest procedures here in Exhibit H

The following is based on the Leander ISD District Policy CHE(LOCAL) vendor protest procedures only. Version shown was approved by the LISD Board on Feb. 17, 2022. See the full policy at <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1248&code=CHE>

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.

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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:

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:

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.

Exhibit I: Applicable Laws

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-163, 89 Stat. 871.
- FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §3701 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. ²⁵⁴
- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60.
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; USDA regulations on nondiscrimination 7 CFR 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- FSMC shall comply with the Buy American provision for contracts that involve the purchase of domestic food and food products in the United States using over 51% domestic foods by weight or volume, USDA Regulation 7 CFR 210.21(d) and 7 CFR Part 250.
- FSMC has signed the Anti-Collusion Affidavit, Exhibit J, which is attached herein and is incorporated by reference and made a part of this Contract.
- FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 7606, §508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency (EPA) regulations Title 40 CFR.
- FSMC shall comply with the Lobbying Certification, Exhibit K, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Exhibit L herein, or will complete and submit as required in accordance with its instructions included in Exhibit L.
- FSMC shall strongly encourage the participation of Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete in procurement opportunities the FSMC conducts on behalf of the SFA.
- FSMC shall ensure that the nondiscrimination statement is affixed to all letters, notices, publications, and websites as required by FNS Instruction 113.1 (November 8, 2005).

Exhibit J: Anti-Collusion Affidavit

STATE OF Arizona)

COUNTY OF Maricopa)

Monty Staggs

_____, of lawful age, being first sworn on oath says, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to²⁵⁵ any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning the exchange of money or other things of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Monty Staggs

Signed

Subscribed and sworn before me this 24 day of March, 2023

Notary Public (or Clerk or Judge) Lisa J. Cappadora *Lisa J. Cappadora*

My commission expires 06/27/2024



Exhibit K: Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, § 1352 U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Southwest Foodservice Excellence, LLC (FSMC) in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Southwest Foodservice Excellence, LLC (FSMC) in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification is included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Southwest Foodservice Excellence, LLC

Name of Company

Monty Staggs

Name of Authorized Official or Representative

Chief Executive Officer

Monty Staggs

Title of Authorized Official or Representative

Signature of Authorized Official or Representative

3/24/2023

Date

Exhibit L: Disclosure Form to Report Lobbying Activities

Approved by OMB No. 0348-0046

PROCUREMENT

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant B c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application C b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change A For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Leander Independent School District 204 W. South Street Leander, TX 78646 Congressional District, if known:
6. Federal Department/Agency: USDA	7. Federal Program Name/Description: NSLP CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> Longbow Partners 502 W. 13th Street Austin, TX 78701	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Tristan Castaneda, Jr. Robert Peeler, Jr.	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Monty Staggs Title: Chief Executive Officer Telephone No.: (480) 551-6550 Date: 3/24/2023	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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Exhibit L Continued:
INSTRUCTIONS FOR COMPLETION OF DISCLOSURE FORM TO REPORT LOBBYING

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. 258
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward receipt. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks: Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name and title.

**Exhibit M: Menu Cycles
NATIONAL SCHOOL LUNCH PROGRAM**

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

2023 - 2024 School Year

Campus Level: See attached Exhibit M: Menu Cycles

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Exhibit M: Menu Cycles
SCHOOL BREAKFAST PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

2023 - 2024 School Year

Campus Level: See attached Exhibit M: Menu Cycles

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Exhibit M: Menu Cycles
NSLP Afterschool Care Program (ASCP)

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

2023 - 2024 School Year

Campus Level: See attached Exhibit M: Menu Cycles

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**Exhibit M: Menu Cycles
CACFP At-Risk Snack or Supper**

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

2023 - 2024 School Year

Campus Level: See attached Exhibit M: Menu Cycles

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Exhibit M: Menu Cycles
SEAMLESS SUMMER OPTION OR SUMMER FOOD SERVICE PROGRAM

This menu must be used for the first 21-day cycle of the new School Year for the Campus Level indicated (e.g., elementary, middle school, high school). Additional menus for each Campus Level are provided in Exhibit M: Supplement attached to this RFP.

2023 - 2024 School Year

Campus Level: See attached Exhibit M: Menu Cycles

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Southwest Foodservice Excellence, LLC
Name of Food Service Management Company

Leander Independent School District
Name of School Food Authority

By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition. 264
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

 Chief Executive Officer 3/24/2023
Signature of Offeror's Authorized Representative Title Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

 Executive Director 4/12/23
Signature of SFA's Authorized Representative Title Date

Note: SFA's acceptance of an offer does not constitute an award of the contract.

Exhibit O: SFA Certification of Acknowledgement

I certify that I, Brandon Evans (Name), on behalf of Leander Independent School District, have read and fully understand the contents of this contract. I understand that the SFA must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that the SFA is responsible for closely monitoring the FSMC contract and the FSMC's daily activities. Initial Here: BE

I certify that I understand the requirements to utilize a FSMC and will comply with the procedures accordingly. Initial Here: BE

I certify that I will not enter into an agreement with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop or draft specifications, requirements, statements of work, requests for proposals, contract terms, and conditions, or other documents for use in conducting procurement. Initial Here: BE

I certify that I, nor any employees (including School Board Members) of Leander Independent School District, will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (i.e., gifts, golf outings, meals, etc.). Initial Here: BE

I certify that I will appropriately and in a timely manner respond to all bid/proposal protests and concerns raised by potential FSMCs. Initial Here: BE

I certify that the Leander Independent School District has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts, and will make sure all employees are aware of said standards. Initial Here: BE

I have read and understand what the allowable costs are for all of the applicable CN programs. Initial Here: BE

I certify that Leander Independent School District will be legally responsible for the conduct of the non-profit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of TDA and the USDA regarding each of the CN programs covered by this contract. Initial Here: BE

I certify that all food service employees and those responsible for the oversight of the contract and FSMC's operations have the necessary skillset to fulfill required monitoring responsibilities including management of the items that cannot be delegated to a FSMC. Initial Here: BE

I certify that staff responsible for monitoring and oversight of the FSMC meet the minimum Professional Standards requirements. Initial Here: BE

I certify that Leander Independent School District shall retain control of the non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the USDA Foods claims system, and any other designated state system, local point of sale systems, and accounting systems. Initial Here: BE

I certify that the CN programs are the responsibility of Leander Independent School District and Leander Independent School District School District is responsible for all contractual agreements entered into in connection with the CN programs. Initial Here: BE

I certify that Leander Independent School District will be responsible for determining student eligibility for all applicable programs and that Enter FSMC Name will have no involvement in the process. Initial Here: BE

I certify that Leander Independent School District will retain all records for the current year plus the three from the end of the contract including any renewals. Initial Here: BE

I certify that all food will follow the current meal standards and Local Wellness Policy. Initial Here: BE

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I certify that Leander Independent School District will monitor awarded FSMC vendor to ensure compliance with USDA regulations. Initial Here: BE

I certify that Leander Independent School District will be responsible for non-compliance discovered while operating with a FSMC and will comply with the return of disallowed costs to remedy findings. Initial Here: BE

I certify that Leander Independent School District will create an advisory board composed of students, teachers, and parents to assist in menu planning and student participation. Initial Here: BE

I certify that Leander Independent School District will not delegate any of the above responsibilities to the FSMC. Initial Here: BE

I hereby certify that neither Leander Independent School District nor its principals/authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency. Initial Here: BE

I further certify that neither Leander Independent School District nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of Federal funds. Initial Here: BE

I certify that Leander Independent School District FSMC is not a paid consultant or contractor with Leander Independent School District School District in any other capacity than for this contract. Initial Here: BE

I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of Leander Independent School District, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy. Leander Independent School District does not discriminate on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the SFA agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person whose signature appears below is authorized to sign this assurance on the behalf of the SFA.

Name of Authorized Representative Brandon Evans

Title of Authorized Representative Executive Director of Campus Support

Signature of Authorized Representative 

Date Signed 4/12/23

Exhibit P: FSMC Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this document.

I certify that I, Monty Staggs, on behalf of Southwest Foodservice Excellence, LLC, (FSMC) have read and fully understand the contents of this contract.

Initial Here: MS

I certify that I, nor any of the employees of Southwest Foodservice Excellence, LLC, (FSMC) have not received any solicitations from any Leander Independent School District employee. In addition, I certify that no gifts, donations, or anything of monetary value (i.e., golf outings, meals, etc.) have been provided.

Initial Here: MS

I certify that employees of the FSMC will be trained to understand and comply with all necessary training including the current written Code of Conduct authored by Leander Independent School District.

Initial Here: MS

I certify that all of Southwest Foodservice Excellence, LLC (FSMC) food service employees meet the minimum Professional Standards requirements outlined for the operation of Child Nutrition programs.

Initial Here: MS

I certify that Leander Independent School District will be legally responsible for the conduct of the non-profit school food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of TDA and the USDA regarding each of the CN programs covered by this contract.

Initial Here: MS

I certify that Southwest Foodservice Excellence, LLC (FSMC) will not have control of the district's non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to the USDA Foods claims system and any other defined state or local system.

Initial Here: MS

I certify that Leander Independent School District will be responsible for determining student eligibility for all applicable programs and that Southwest Foodservice Excellence, LLC (FSMC) will have no involvement in the process.

Initial Here: MS

I certify that Southwest Foodservice Excellence, LLC (FSMC) will follow the 21-day menu for the first 21-days of service, without change.

Initial Here: MS

I certify that all food will comply with the current meal standards and Local Wellness Policy.

Initial Here: MS

I certify that Southwest Foodservice Excellence, LLC (FSMC) will comply with all applicable standards, orders, or requirements issued under the Clean Air Act and the Federal Water Pollution Control Act and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Initial Here: MS

I hereby certify that neither Southwest Foodservice Excellence, LLC (FSMC) nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Initial Here: MS

I further certify that neither Southwest Foodservice Excellence, LLC (FSMC) nor any of its principals/authorized representatives has a reported criminal background that would affect the receipt of this Federal Award.

Initial Here: MS

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I certify that Southwest Foodservice Excellence, LLC (Name) is not a paid consultant or contractor with Leander Independent School District in any other capacity than for this contract.

Initial Here: MS

I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the SFA any changes that occur to the information submitted. I understand that this information is provided in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes. On behalf of Southwest Foodservice Excellence, LLC, (FSMC) I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, Southwest Foodservice Excellence, LLC (FSMC) does not discriminate on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Name of Authorized Representative Monty Staggs

Title of Authorized Representative Chief Executive officer

Signature of Authorized Representative 

Date Signed 3/24/2023

Exhibit Q: Non-Delegable School Food Authority Responsibilities

The SFA shall be legally responsible for the conduct of the food service program and shall supervise and monitor the food service operations to ensure compliance with the rules and regulations of the Texas Department of Agriculture (TDA) and the United States Department of Agriculture (USDA) regarding the school food service program. The Food Service Management Company (FSMC) acknowledges that the SFA is responsible for completing the following duties and that these cannot be delegated to the FSMC:

1. **Procurement standards:** SFA shall adhere to the procurement standards specified in § 210.21 when contracting with the food service management company. 7 CFR 210.16(a)(1).
2. **On-site monitoring:** 7 CFR 210.16(a)(1)(2) (3), 7 CFR 210.8(a)(1). 270
 - a. SFA staff must review the FSMC's contract compliance quarterly for at least one site using TDA's FSMC Review Form (located on the squaremeals.org FSMC page).
 - b. SFA must conduct onsite monitoring of serving sites to observe counting and claiming procedures for all operating programs at all campuses. See ARM, section 20, Counting and Claiming. The SFA must follow-up on any meal counting and claiming discrepancies.
3. **Control and overall financial responsibility** of the school food service account. 7 CFR 210.19(a)(1).
4. **Advisory board:** Establish and include parents, staff, and students to assist in menu planning. The FSMC must adhere to the menu cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. 7 CFR 210.16(b)(1), 7 CFR 210.16(a)(8).
5. **Health certification** must be maintained to assure that all state and local regulations are met by the FSMC preparing or serving meals at the SFA facilities. 7 CFR 210.16(a)(7).
6. **Establish all prices** for food items served under the nonprofit school food service account (e.g., reimbursable meals, à la carte, and adult meals). 7 CFR 210.16(a)(4).
7. **Retain signature authority** over
 - a. the application/agreement to participate in the Child Nutrition Programs (7 CFR 210.9 (a)(b), 210.16(a)(5));
 - b. Free reduced-price policy statement;
 - c. the USDA Foods claim system;
 - d. Contractual agreements with the school nutrition program (i.e., vending meals to other SFA, commodity processing contracts) 7 CFR 210.21 & 19(a)(1); 7 CFR 210.9(b)(13); 7 CFR 210.15(a); 7 CFR 250.15(a); and,
 - e. Resolution of all program review and audit findings. (7 CFR 210.18(i) and 210.18(k)(1)(2))
8. **Submit monthly claim for reimbursement** 7 CFR 210.8(a); 7 CFR 210.16(a)(5).
 - a. TDA Food and Nutrition Division approves only SFA personnel access to the system which also represents secure signature authority for applications and claims.
 - b. Review to ensure accuracy of lunch counts prior to the claim submission.
 - c. Edit check worksheets that compare daily lunch counts by eligibility category. Free and reduced-price meals may not be claimed in excess of the number of students approved for such benefits.
9. **Free and Reduced-Price Meal Process** 7 CFR 245.6
 - a. Develop, distribute, and collect parent letters and applications for free/reduced-price meals & free milk.

-
- b. Determination and verification of applications for free/reduced-price meals or free milk.
 - c. Conduct any hearings related to such determinations.

10. **USDA donated foods** 7 CFR 210.9(b)(13) (formerly Commodities)

- a. Monitor that the maximum amount is received and used by the FSMC in the SFA food service.
- b. Monitor that the FSMC credits SFA at least annually for all USDA Donated foods.

11. **À la carte food service:** 7 CFR 210.16(a) The SFA must also offer free, reduced price, and full price reimbursable meals to all eligible children to operate an à la carte food service.

I acknowledge that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the SFA. 271

Printed Name of SFA Authorized Representative: Brandon Evans Title Ex.Dir., Campus Support
FSMC Representative: Monty Staggs Title Chief Executive Officer
Signature: FSMC Representative  Date 3/24/2023

**Exhibit R: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

DEFINITIONS

Covered Contracts/Subcontract

(1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

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(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, subgrantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended".

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

Texas Department of

February 2017

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Name of Business (Contractor) Southwest Foodservice Excellence, LLC	Vendor ID No. or Social Security No. 1201746104200
-------------------------------------------------------------------------------	--------------------------------------------------------------

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(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.



3/24/2023

Signature of Contractor Representative

Date

Monty Staggs

Chief Executive Officer

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

Leander ISD Board Meeting Agenda Item Information

Regular Meeting Date: May 11, 2023

Agenda Item: Discussion of 2023-24 Total Compensation Recommendation
Purpose: Discussion Item/Report Only Action Requested
Administrator Responsible: Karie Lynn Eggeling
Attachments: 2023-24 Total Compensation Presentation
 2023-24 Across the Board Pay Increase Summary (2%) Atch1
 2023-24 Across the Board Pay Increase Summary (3%) Atch2
 2023-24 Across the Board Pay Increase Summary (5%) Atch2

Background Information:

COMPENSATION

Each year, we review our compensation program to ensure that we are staying competitive in the market so we can recruit and retain the best employees. We do a comprehensive review of all LISD's compensation plan components and make recommendations to the Board for an across-the-board pay increase, in addition to other compensation changes to ensure our competitiveness. As a reminder, LISD conducts in-depth salary scale reviews on a rotating basis. This year we reviewed market data for all scales and are recommending additional modifications to the scales and some stipend adjustments. In order to place the district's pay scales in the best market position, scale adjustments are included in the total cost amounts listed below. Additionally, we have included a differential pay for CNS and Custodial at South schools, a small adjustment for a category of substitutes, a student teacher compensation program and a longevity bonus proposal.

Scale	Employees	2% Total Cost	3% Total Cost	5% Total Cost
Teacher	3,405	\$4,089,000	\$6,195,000	\$10,399,000
Registered Nurse	46	\$57,000	\$85,000	\$142,000
Counselor	106	\$129,000	\$195,000	\$331,000
Administrative/Professional	553	\$903,000	\$1,354,000	\$2,254,000
Information Technology	82	\$132,000	\$198,000	\$330,000
Office/Paraprofessional	1,007	\$593,000	\$888,000	\$1,477,000
Auxiliary	377	\$261,000	\$390,000	\$646,000
Transportation	316	\$156,000	\$233,000	\$386,000
TOTAL ACROSS THE BOARD	5,892	\$6,320,000	\$9,538,000	\$15,965,000
SCALE ADJUSTMENTS		\$3,691,000	\$1,665,000	\$1,516,000
Custodial/CNS South Pay Differential		\$142,000	\$142,000	\$142,000
Stipend Adjustments and Stipend Review		\$24,000	\$24,000	\$24,000
Substitute Rate Increase		\$59,000	\$59,000	\$59,000
Student Teacher/Co-op Teacher Incentives		\$235,000	\$235,000	\$235,000
Paying Teachers to Sub		\$175,000	\$175,000	\$175,000
Sped Stipend Change Proposal		\$1,845,000	\$1,845,000	\$1,845,000
Longevity Bonus Proposal		\$3,088,000	\$3,088,000	3,088,000
ADDITIONAL TOTAL REWARDS RECOMMENDATIONS		\$5,568,000	\$5,568,000	\$5,568,000
GRAND TOTAL		\$15,579,000	\$16,771,000	\$23,049,000

EMPLOYEE ELIGIBILITY

Employee is employed by the district in a regular part or full-time position, including Teacher Fellows (substitutes and temporary employees are ineligible). Employees must be in an active status, or on approved medical leave, on a date determined by the Superintendent.

BENEFITS

Healthcare trend continues to increase annually and is anticipated to increase by 4.5% for 2023. Other factors affecting the district’s costs are increased cost due to inflation.

In 2023, the district’s funding level per employee increased slightly by \$10, while overall plan costs increased significantly. If the funding is not increased in 2024 and beyond, the district will move towards a deficit position in total plan costs to employer/employee funding quickly, establishing the need to draw from fund balance to offset this deficit.

Due to these factors, the CFO has developed a different way of funding the plan to ensure the fund remains sound with a minimum 35% fund balance as well as ensure a cash flow balance that covers weekly claims paid.

Administrative Recommendation:

The presentation is for discussion purposes. A recommendation for action will be made at a future meeting.

Sample Motion:

N/A

Human Resources



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Total Compensation Review

For 2023-24 Changes



Total Rewards System

The Total Rewards Model

WorldatWork[®]
Total Rewards Association



LISD strives to provide a competitive, equitable, and transparent total compensation system. We are committed to providing a compensation program that allows us to attract and retain the highly skilled and talented staff necessary to meet our operational needs and strategic priorities. ²⁷⁷

Employee base pay is only one element of the total rewards provided to employees in exchange for their talent, time and efforts. Benefits, retirement plans, employee leave, staff development and work-life balance also contribute to the total rewards provided to employees



Compensation Philosophy

In order to pay employees fairly and attract and retain qualified employees, LISD's compensation system shall be administered to support the following objectives:

- Stay competitive with appropriate labor markets for the various jobs and scales
- Provide appropriate internal equity between district jobs based on the responsibility and skill required
- Reward for job-relevant experience
- Be cost effective and budget sensitive
- Be administered fairly and equitably across all departments/campuses
- Support LISD's mission and strategy and align with LISD's organizational culture

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Across-the-Board Increase



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What Are Local ISDs Considering?

ISD	2023-24 Projected Across the Board
Austin	5-6%
Eanes	2%
Georgetown	2%
Lake Travis	2%
Pflugerville	3%
Round Rock	5%

NOTE:

Most districts are still in the planning stage and at the time of the presentation, the amounts shown are assumptions.

Historical Across-the-Board Salary Increases

Salary Scale	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Teacher	\$1,514	\$1,548	\$1,054	\$3,900	\$0	\$1,138	\$2,858
Counselor	\$1,514	\$1,548	\$1,054	\$3,900	\$0	\$1,138	\$2,858
Administrator/ Professional*	2%	3%	2%	4%	\$0	2%	4%/4.5% 281
Information Technology	2%	3%	2%	4%	\$0	2%	4%
Office/ Paraprofessional	2%	3%	2%	4%	\$0	2%	4%
Auxiliary/ Transportation	2%	3%	2%	4%	\$0	2%	4%

* SPED Licensed scale was increased 4.5% and other Administrator/Professional scales increased 4%

Historical Teacher Pay

School Year	Texas Increase Median %	Central Tx Increase Median%	RRISD Increase Median%	LISD Pay Increase Avg. %	LISD Pay Increase Avg. \$	LISD 0 Year Bachelor's	LISD Highest Salary
2022-23	3.0%	3.2%	5.0%	5.0%	\$1,789	\$53,520	\$74,646 282
2021-22	2.1%	2.0%	1.0%	2.0%	\$1,138	\$50,900	\$73,788
2020-21	2.0%	2.0%	2.0%	0.0%	\$0	\$50,000	\$72,650
2019-20	7.0%	6.7%	7.4%	7.5%	\$3,900	\$50,000	\$72,650
2018-19	2.0%	2.3%	2.0%	2.0%	\$1,054	\$47,000	\$68,550

NOTE: TASB reports that one-third of all ISDs did not give any increase for 2020-21

2022-23 Teacher Local Comparisons

LOCAL MARKET	Student Enrollment	No. of Teachers	0 Yr Salary	5 Yr Salary	10 Yr Salary	15 Yr Salary	20 Yr Salary	Avg Salary
Austin ISD	73,346	4,591	\$52,191	\$53,623	\$54,670	\$55,169	\$57,026	\$57,726
Eanes ISD	7,737	611	\$52,950	\$53,853	\$55,703	\$57,603	\$61,203	\$56,382
Georgetown ISD	13,005	922	\$53,000	\$54,500	\$56,000	\$58,278	\$60,803	\$57,028
Lake Travis ISD	11,399	684	\$53,000	\$58,630	\$60,252	\$63,302	\$66,352	\$60,810
Pflugerville ISD	25,519	1,857	\$53,400	\$54,400	\$56,700	\$59,200	\$61,701	\$57,629
Round Rock ISD	42,270	3,284	\$53,000	\$54,800	\$57,575	\$59,925	\$61,943	\$58,501
Median	19,262	1,390	\$53,000	\$54,450	\$56,350	\$58,739	\$61,452	\$57,678
Leander ISD	42,265	3,129	\$53,520	\$54,896	\$57,182	\$59,617	\$61,862	\$58,540
Comparison to Median			101%	101%	101%	101%	101%	101%
Dollar Difference			\$520	\$446	\$832	\$878	\$410	\$863

Reported salary amounts are for 10-month teachers with bachelor's degree.

2023-24 Teacher Local Comparisons – LISD 2%

LOCAL MARKET	0 Yr Salary	5 Yr Salary	10 Yr Salary	15 Yr Salary	20 Yr Salary	Avg Salary
Austin ISD	\$54,691	\$56,105	\$57,329	\$57,829	\$59,021	\$60,484
Eanes ISD	\$53,999	\$54,505	\$55,605	\$58,205	\$60,805	\$57,534
Georgetown ISD	\$53,866	\$55,366	\$56,866	\$58,944	\$61,469	\$58,194
Lake Travis ISD	\$54,116	\$57,496	\$60,696	\$62,318	\$65,368	\$62,076
Pflugerville ISD	\$54,976	\$55,976	\$57,977	\$60,477	\$62,977	\$59,405
Round Rock ISD	\$55,696	\$57,396	\$59,896	\$62,621	\$64,631	\$61,497
Median	\$54,404	\$56,041	\$57,653	\$59,710	\$62,223	\$59,945
Leander ISD	\$54,462	\$55,638	\$57,889	\$60,409	\$62,619	\$59,732
Comparison to Median	100%	99%	100%	101%	101%	100%
Dollar Difference	\$58	(\$403)	\$236	\$699	\$396	(\$213)

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Reported salary amounts are for 10-month teachers with bachelor's degree.

Estimated scales based on local district assumptions at time of presentation

2023-24 Teacher Local Comparisons – LISD 3%

LOCAL MARKET	0 Yr Salary	5 Yr Salary	10 Yr Salary	15 Yr Salary	20 Yr Salary	Avg Salary
Austin ISD	\$54,691	\$56,105	\$57,329	\$57,829	\$59,021	\$60,484
Eanes ISD	\$53,999	\$54,505	\$55,605	\$58,205	\$60,805	\$57,534
Georgetown ISD	\$53,866	\$55,366	\$56,866	\$58,944	\$61,469	\$58,194
Lake Travis ISD	\$54,116	\$57,496	\$60,696	\$62,318	\$65,368	\$62,076
Pflugerville ISD	\$54,976	\$55,976	\$57,977	\$60,477	\$62,977	\$59,405
Round Rock ISD	\$55,696	\$57,396	\$59,896	\$62,621	\$64,631	\$61,497
Median	\$54,404	\$56,041	\$57,653	\$59,710	\$62,223	\$59,945
Leander ISD	\$55,059	\$56,235	\$58,486	\$61,006	\$63,216	\$60,329
Comparison to Median	101%	100%	101%	102%	102%	101%
Dollar Difference	\$655	\$194	\$833	\$1,296	\$993	\$384

285

Reported salary amounts are for 10-month teachers with bachelor's degree.

Estimated scales based on local district assumptions at time of presentation

2023-24 Teacher Local Comparisons – LISD 5%

LOCAL MARKET	0 Yr Salary	5 Yr Salary	10 Yr Salary	15 Yr Salary	20 Yr Salary	Avg Salary
Austin ISD	\$54,691	\$56,105	\$57,329	\$57,829	\$59,021	\$60,484
Eanes ISD	\$53,999	\$54,505	\$55,605	\$58,205	\$60,805	\$57,534
Georgetown ISD	\$53,866	\$55,366	\$56,866	\$58,944	\$61,469	\$58,194
Lake Travis ISD	\$54,116	\$57,496	\$60,696	\$62,318	\$65,368	\$62,076
Pflugerville ISD	\$54,976	\$55,976	\$57,977	\$60,477	\$62,977	\$59,405
Round Rock ISD	\$55,696	\$57,396	\$59,896	\$62,621	\$64,631	\$61,497
Median	\$54,404	\$56,041	\$57,653	\$59,710	\$62,223	\$59,945
Leander ISD	\$56,251	\$57,427	\$59,678	\$62,198	\$64,408	\$61,521
Comparison to Median	103%	102%	104%	104%	104%	103%
Dollar Difference	\$1,847	\$1,386	\$2,025	\$2,488	\$2,185	\$1,576

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Reported salary amounts are for 10-month teachers with bachelor's degree.

Estimated scales based on local district assumptions at time of presentation

Counselor & RN Salary Comparisons

Title	2022-23 LISD Average and Calendar		2022-23 Local Mkt Average	Market Ratio*
Counselor, Elementary	\$68,490	195	\$67,180	101%
Counselor, Middle School	\$74,832	207	\$73,613	102% ²⁸⁷
Counselor, High School	\$73,343	207	\$74,101	99%
Registered Nurse	\$63,377	187	\$60,000	106%

* Market Ratio adjusted to reflect equalized calendar days for more accurate comparison.

Across-the-Board Increase Summary

Scale	Employees	2% ATB Total Cost with Benefits	3% ATB Total Cost with Benefits	5% ATB Total Cost with Benefits
Teacher <i>(\$2,981/\$1,789/\$1,192)</i>	3,405	\$4,089,000	\$6,195,000	\$10,399,000
Registered Nurse	46	\$57,000	\$85,000	\$142,000
Counselor	106	\$129,000	\$195,000	\$331,000
Administrator/Professional	553	\$903,000	\$1,354,000	\$2,254,000
Information Technology	82	\$132,000	\$198,000	\$330,000
Office/Paraprofessional	1,007	\$593,000	\$888,000	\$1,477,000
Auxiliary	377	\$261,000	\$390,000	\$646,000
Transportation	316	\$156,000	\$233,000	\$386,000
TOTAL	5,892	\$6,320,000	\$9,538,000	\$15,965,000

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Salary Scale Review

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Rotating Salary Scale Review

2022-23

All Scales

2023-24

Paraprofessionals/
Auxiliary

2024-25

Professional/
Administrators/IT

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Allows for less budget impact each year and HR to do more comprehensive compensation reviews for specific scales

Review Teacher Scale market analysis each year

Review overall market data of each scale each year

Review target stipends each year

Due to the increasing changes in local market a full review of all scales was performed this year. We will continue the 2-year rotating cycle between the two main salary scale groups in future years. We will review the Teacher/Librarian, RN, and Counselor scales each year.

Historical Salary Scale Review Summary

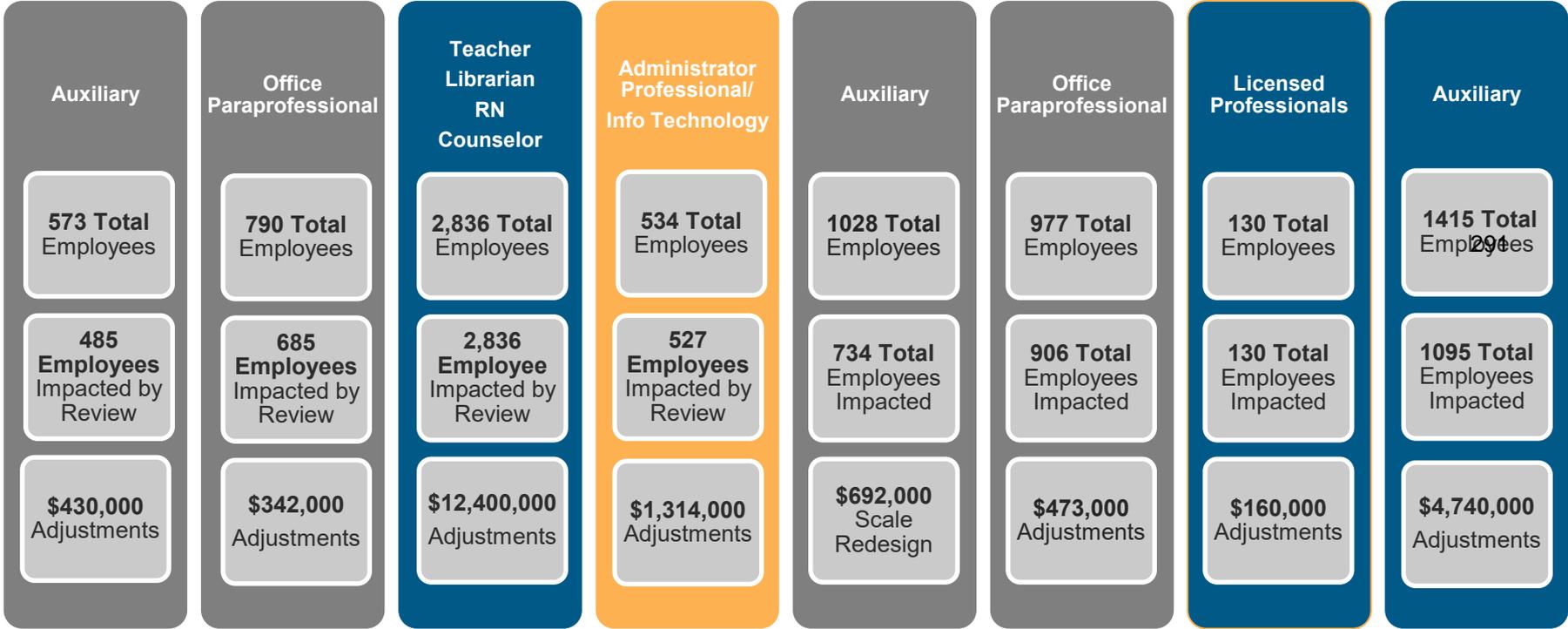
Effective 18-19

Effective 19-20

Effective 20-21

Effective 21-22

Effective 22-23



NOTE: Due to rounding, numbers presented throughout this and other documents may not add up precisely to the totals provided. Teacher scales are reviewed annually.

Defined Local Market



LISD's local market is where we compete for most jobs. These districts have historically paid the highest for all jobs within the Central Texas area.

Austin ISD

Eanes ISD

Georgetown ISD

Lake Travis ISD

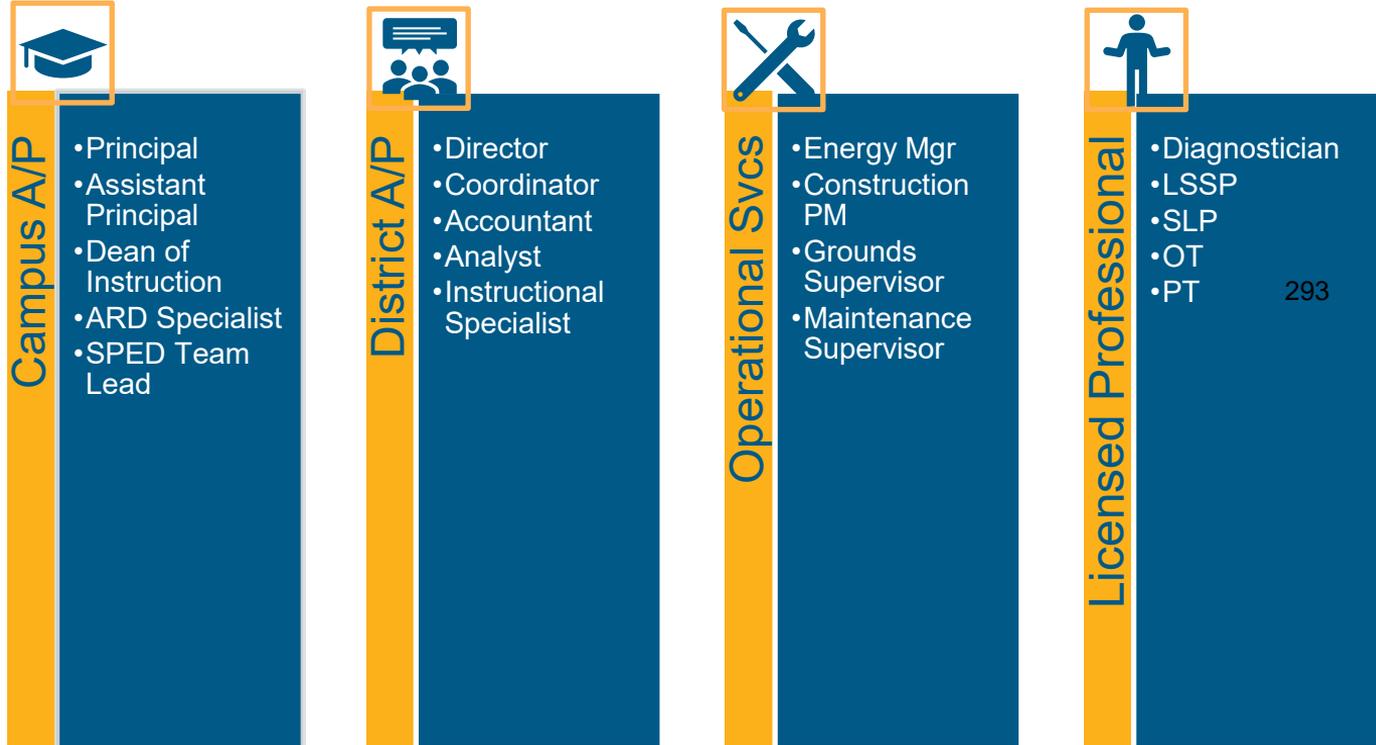
Pflugerville ISD

Round Rock ISD

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Administrator/Professional Scales

- Exempt level jobs (do not earn overtime)
- Managerial and professional jobs
- Local market review



Office/Paraprofessional/Auxiliary Scales

- **Nonexempt level jobs (earn overtime)**
- **Paraprofessional, physical work jobs**
- **Local market review**



Office/Paraprofessional

- Administrative Asst.
- Bookkeeper
- Registrar
- Instructional Assistant



Auxiliary

- Custodian
- Child Nutrition Worker
- Ground Technician
- Digital Print Operator
- Warehouse Technician



Transportation

- Bus Driver
- Vehicle Mechanic
- Dispatcher
- Routing Assistant

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Information Technology Scale



Info Tech

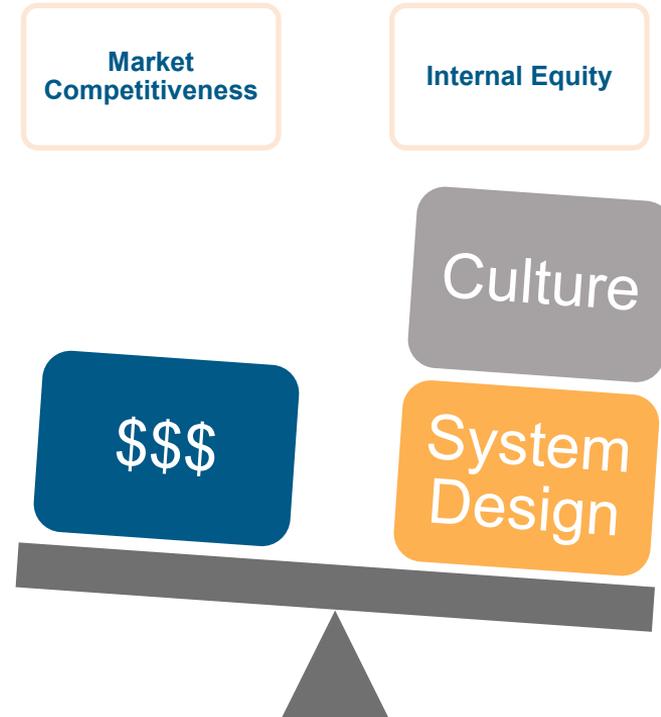
- Applications Dev
- Systems Engineer
- Help Desk Specialist
- Campus Technologist
- Security Administrator
- PEIMS Coordinator

- **Exempt and non-exempt level jobs**
- **Technical jobs**
- **TASB Review – private sector and district market surveys used**

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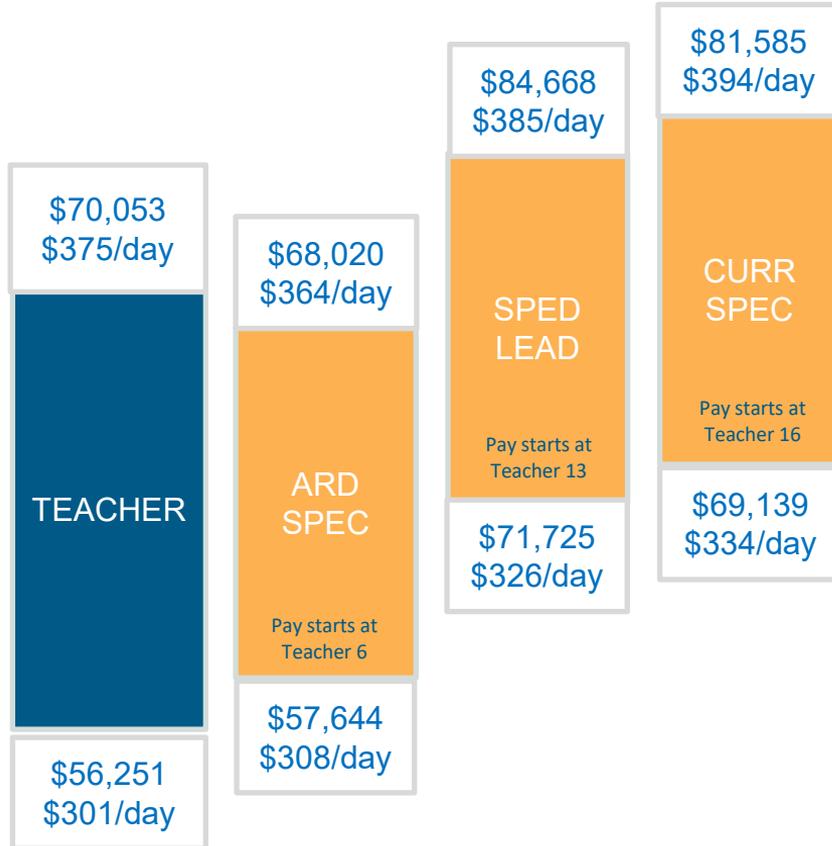
Market Competitiveness/Internal Equity

- **Internal equity** - Maintain parity in positions across the district.
- **External completeness**
Review jobs that fall outside of 15% of market for changing market issues



LISD strives to balance internal equity and market completeness, but leans towards internal equity as the foundation of system

Teacher/Campus Administrator Scale Relationship



Part of reviewing the internal equity among scales is ensuring that there is appropriate pay differences for jobs.

If the Teacher scale accelerates faster than the Campus A/P or District A/P scale does, then too much overlap can occur making these growth jobs less attractive for more experienced teachers. The same holds true for promotion into administrative positions. 297

Please reference the example to the right (ARD Specialist, SPED Team Lead and Curriculum Specialist are campus and district jobs that a Teacher may transfer into for career growth*).

**All the listed non-teaching positions receive years of experience credit for teaching years.*

Market Review Results – 2% Across-the Board

Salary Scale	Benchmark Jobs Surveyed	22-23 Avg Pay to Market	23-24 Avg Pay to Market	22-23 MDPT to Market	23-24 MDPT to Market	Avg EE % Increase	Cost
Teacher/RN/Counselor						2.8%	\$1,648,000
Campus Admin/Professionals	6	101%	102%	104%	104%	3.9%	\$290,000
District Admin/Professionals	25	102%	102%	99%	101%	3.7%	\$216,000
Operational Services	6	94%	99%	90%	94%	8.3%	\$77,000
SPED Licensed Professionals	6	98%	95%	94%	95%	4.3%	\$199,000
Information Technology	23	97%	100%	90%	98%	5.4%	\$245,000
Office/Paraprofessional	23	99%	103%	97%	100%	3.6%	\$429,000
Auxiliary	11	95%	95%	95%	94%	2.5%	\$68,000
Transportation	6	93%	97%	95%	99%	7.5%	\$508,000
TOTAL COST							\$3,691,000

Teachers/RNs /Counselors would need 2.75% increase to maintain market position

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NOTE: SPED Licensed Professional employees will also receive new SPED stipends further improving their market position over base pay comparison shown here

Market Review Results – 3% Across-the Board

Salary Scale	Benchmark Jobs Surveyed	22-23 Avg Pay to Market	23-24 Avg Pay to Market	22-23 MDPT to Market	23-24 MDPT to Market	Avg EE % Increase	Cost
Campus Admin/Professionals	6	101%	102%	104%	104%	4.0%	\$134,000
District Admin/Professionals	25	102%	103%	99%	103%	3.8%	\$82,000
Operational Services	6	94%	99%	90%	94%	8.3%	\$64,000
SPED Licensed Professionals	6	98%	100%	94%	96%	5.2%	\$193,000
Information Technology	23	97%	100%	90%	98%	5.8%	\$205,000
Office/Paraprofessional	23	99%	103%	97%	101%	4.7%	\$429,000
Auxiliary	11	95%	96%	95%	95%	3.5%	\$91,000
Transportation	6	93%	99%	95%	98%	8.5%	\$467,000
TOTAL COST							\$1,665,000

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NOTE: SPED Licensed Professional employees will also receive new SPED stipends further improving their market position over base pay comparison shown here

Market Review Results – 5% Across-the Board

Salary Scale	Benchmark Jobs Surveyed	22-23 Avg Pay to Market	23-24 Avg Pay to Market	22-23 MDPT to Market	23-24 MDPT to Market	Avg EE % Increase	Cost
Campus Admin/Professionals	6	101%	104%	104%	106%	5.7%	\$81,000
District Admin/Professionals	25	102%	104%	99%	104%	5.4%	\$5,000
Operational Services	6	94%	100%	90%	96%	10.0%	\$56,000
SPED Licensed Professionals	6	98%	102%	94%	97%	7.0%	\$180,000
Information Technology	23	97%	103%	90%	100%	7.7%	\$198,000
Office/Paraprofessional	23	99%	105%	97%	103%	6.6%	\$343,000
Auxiliary	11	95%	97%	95%	97%	5.4%	\$118,000
Transportation	6	93%	99%	95%	99%	10.7%	\$535,000
TOTAL COST							\$1,516,000

300

NOTE: SPED Licensed Professional employees will also receive new SPED stipends further improving their market position over base pay comparison shown here



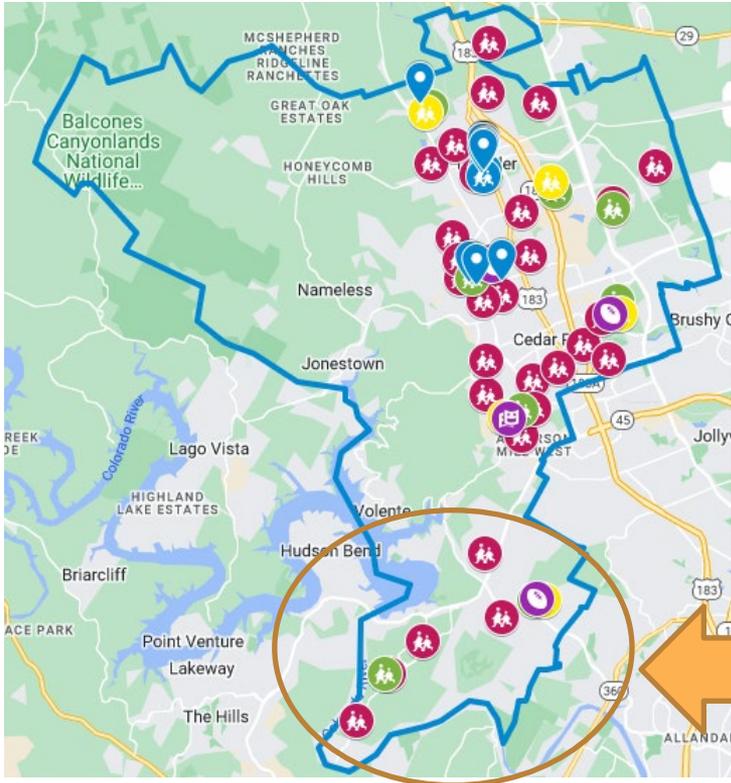
Other Review Recommendations

301

CUSTODIAL/CNS SOUTH DISTRICT PAY DIFFERENTIAL

302

Custodial/CNS South District Pay Differential



- With the combination of an overall shortage custodial and child nutrition services workers, lower wages, and extended drives to southern campuses and facilities.
- LISD hopes to combat the current issues in staffing and recruiting for campuses and facilities in the southern areas by recommending a \$1.50 per hour shift differential rate for these locations.
- Custodial South district pay differential cost would be \$142,440.

*** Child Nutrition Services cost are \$62,370; however, these cost are federally funded.**

Cost: \$142,400

STIPEND REVIEW

304

Recommended Stipend Changes

For 2022-23, LISD currently has 2,105 stipends at a total cost of \$8,735,000.
Recommending minor stipend changes:

STIPEND CATEGORY	Total Number of Stipends	COST WITH BENEFITS
HS Debate Advisor – increase by \$500	6	\$3,000
HS Tennis Asst Coach - 2 additional days	5	\$4,000
HS Football Assistant – equalize pay for all assistant coaches	30	\$18,000
HS Theatre Director – increase by \$500	6	\$5,000
Reduction of Stipends		-\$6,000
TOTAL	53	\$24,000

SUBSTITUTE PAY REVIEW

306

Substitute Pay Increase

SUBSTITUTE CATEGORY		LISD CURRENT	LISD PROPOSED	LOCAL ISD MEDIAN	LOCAL MKT RATIO BEFORE	LOCAL MKT RATIO AFTER	RRISD RATES	RRISD MKT RATIO BEFORE	RRISD MKT RATIO AFTER
Short-Term	Non-Degreed	\$115	\$115	\$118	98%	98%	\$115	100%	100%
	Degreed	\$115	\$115	\$120	96%	96%	\$115	100%	100%
	Certified	\$120	\$120	\$123	98%	98%	\$120	100%	100%
Long-Term	Degreed	\$135	\$140	\$150	90%	93%	\$125	108%	112%
	Certified	\$175	\$175	\$160	109%	109%	\$175	100%	100%
Registered Nurses Sub		\$170	\$170	\$170	100%	100%	\$170	100%	100%

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Cost: \$59,000

STUDENT/CO-OP TEACHER INCENTIVES

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Student and Co-op Teacher Incentives

Student Teacher Recruitment Incentive	LISD Cost
The purpose of the Student Teacher Recruitment Incentive is to provide student teachers with monetary incentive to choose LISD for their student teaching semester (80 per year at \$1,250 per term).	\$100,000
Student Teacher Sign-On Incentive	LISD Cost
The purpose of the Student Teacher Sign-on Incentive is to secure a commitment from our highest quality student teachers once they have successfully completed their student teaching in LISD (60 per year at \$1,250 lump sum).	\$75,000
New to the Profession Classroom Start-Up	LISD Cost
Fund for Teachers strengthens instruction by investing in outstanding teachers' self-determined professional growth and development in order to support student success, enrich their own practice, and strengthen their schools and communities (200 per year at \$200 lump sum).	\$40,000
Cooperating Teacher Stipend	LISD Cost
Cooperating teachers are responsible for modeling, providing guidance, feedback, and evaluation of student teachers. This is a challenging task as they must support every aspect of the student teacher, while also helping to recruit them to LISD. It requires a high level of commitment on the part of the cooperating teacher (100 per year at \$200 lump sum).	\$20,000

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Student Teacher Cost: \$235,000



Additional Proposals

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2023-2024 Approved SPED Stipend Changes

Position Stipend	2022-23	Approved 2023-24	Change	Total Cost 2022-23	Total Cost 2023-24	Total Increase
Self-Contained	\$2,000	\$5,000	\$3,000	\$354,000	\$940,000	\$586,000
Behavior	\$0	\$3,000	\$3,000	\$0	\$219,000	\$219,000
General	\$0	\$2,500	\$2,500	\$0	\$1,040,000	\$1,040,000 ³¹¹
Vision	\$2,700	\$2,700	\$0	\$27,000	\$27,000	\$0
Total budgeted annual cost \$2,226,000					Total Budget Increase	\$1,845,000

Position Titles Impacted:

Self Contained: ELE, ESLE, SLE, ICAP, ICAP C, Life Skills, Autism Grant, 18+/SELF, TASC, IBC

SPED Behavior: Behavior (GOALS, Aspire, SCSS)

SPED General: Res/Incl, VAC, Homebound, Deaf/Hard of Hearing, Adapted PE, DL, Virtual, ARD Spec, MS/HS Team Lead, IRS Staff (Diag, LSSP, OT, PT, SLP)

*SPED Vision: Vision, O&M (\$2,700 - no change recommended)

Employee Longevity Pay Option

Option	Program
Longevity Pay Proposal	Providing a longevity incentive to all permanent employees on their 5, 10, 15, 20, 25, 30, and 35 years of service at LISD.

Bonus Amount	Service Years Completed
\$4,000	5 Years
\$4,000	10 Years
\$4,000	15 Years
\$4,000	20 Years
\$4,000	25 Years
\$4,000	30 Years
\$4,000	35 Years

- Honors the longevity of staff in an equitable way, regardless of pay or position type
- Provides years of service recognition for the 5-year milestones, up to 35 years
- Competitive with surrounding district competitor longevity pay efforts

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Cost: \$3,088,000



Benefits

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Medical Insurance History

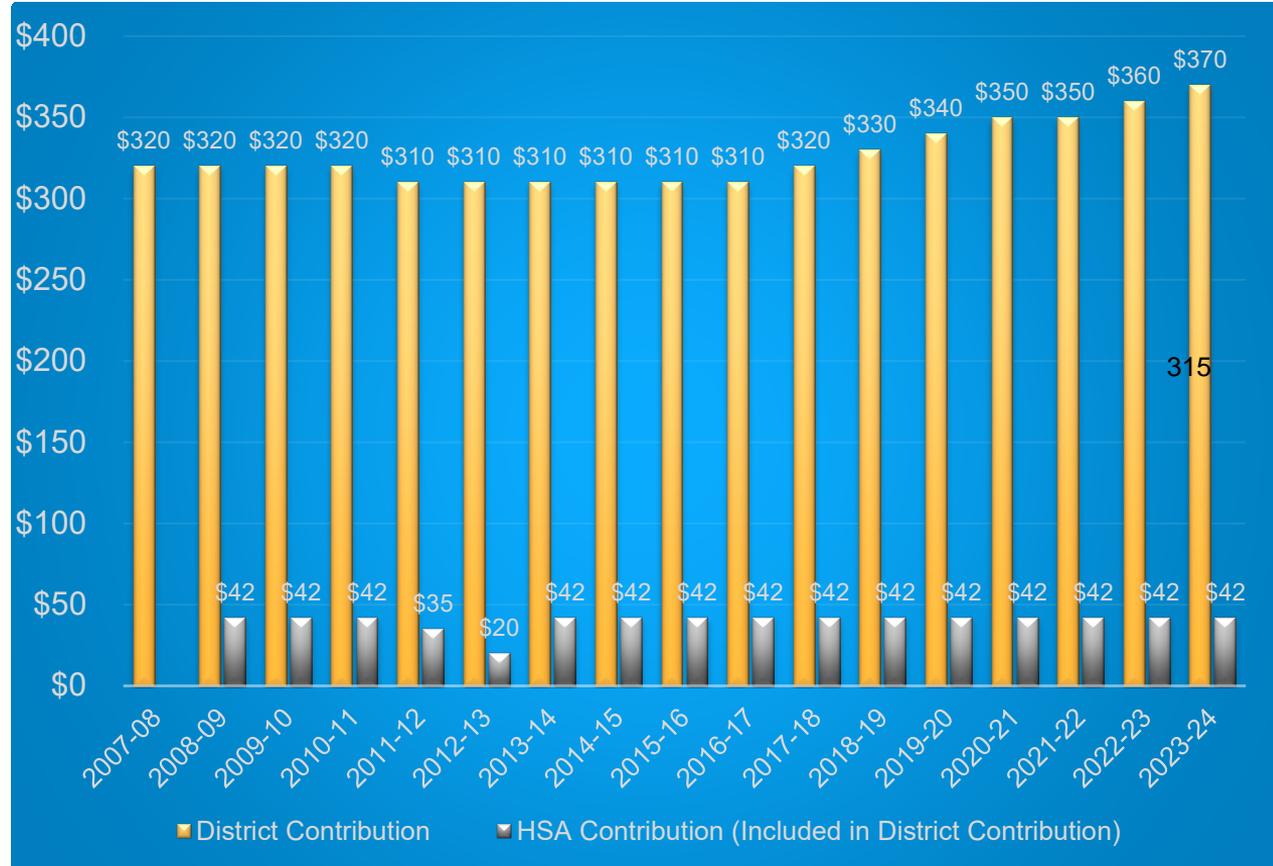
	2019		2020		2021		2022		2023	
Total Plan Cost	\$28,245,000		\$26,380,000		\$30,200,000		\$34,069,000		\$35,296,000*	
	Employee Only	Employee + Family								
Average Premium Increase	9%		-1%		-2%		0%		2%	
BCBS CDHP 3000 Employee Premium	\$19	\$786	\$19	\$786	\$19	\$786	\$19	\$786	\$19	\$802
BCBS CDHP \$1500 Employee Premium	\$65	\$1,067	\$65	\$1,067	\$65	\$1,067	\$65	\$1,067	\$66	\$1,088
BCBS PPO \$1000 Employee Premium	\$175	\$1,417	\$175	\$1,417	\$175	\$1,417	\$175	\$1,417	\$179	\$1,445
HCH HDHP \$2000					\$0	\$709	\$0	\$709	\$0	\$723
HCH HDHP \$5000					\$42	\$927	\$42	\$927	\$43	\$946

* Anticipated

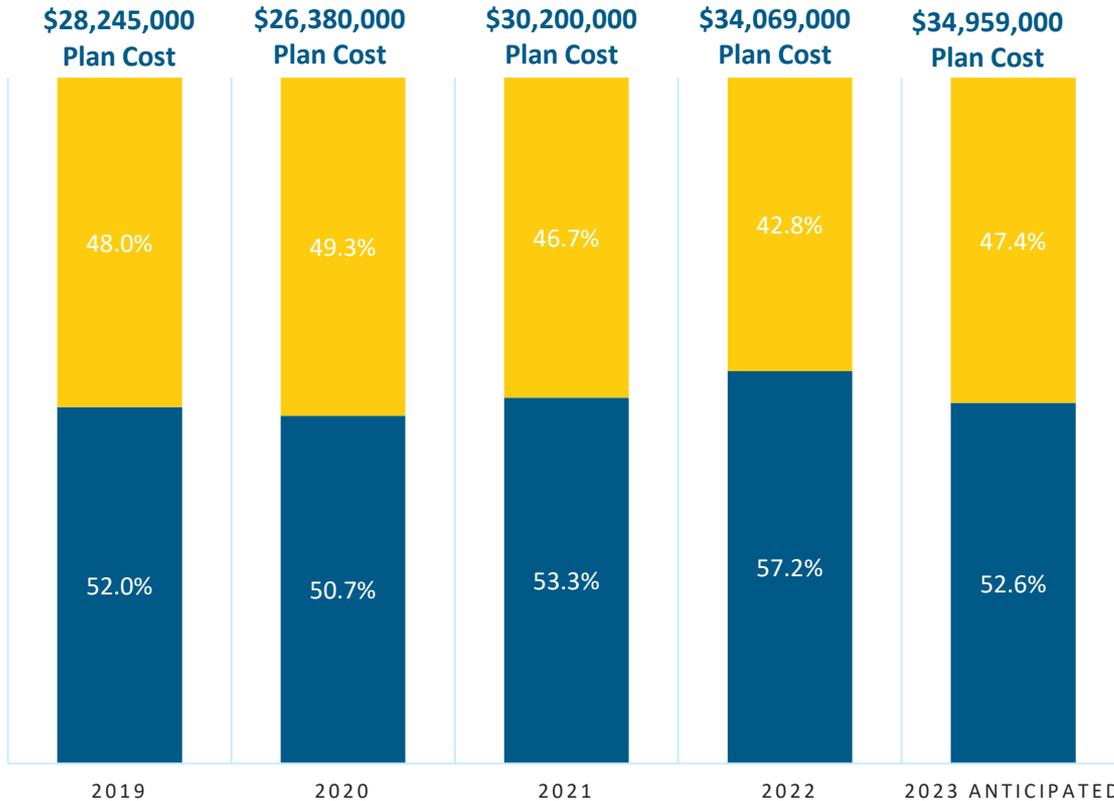
Historical District Premium Contributions

Medical Plan Funding

- For many years, the district contribution remained constant. This can push any cost increases to employee premiums. In 2021-2022 the district did not increase the contribution amount.
- In 2017-18, we recommended that the district provide a small continual increase to the fund for appropriate cost sharing.
- **Continued district funding to ensure a consistent cost share with employees is vital.**



Historical LISD Medical Insurance Cost Share



■ Employee Cost
■ LISD Cost

For the last several years the district has provided additional funding to the medical plan to assist in ³¹⁶ keeping the cost-share between employees and the district more consistent with the exception of the 2022 year.

2022-23 District Health Plan Contributions

Self-Funded Plan Benefits

- **Lower premiums** - On average, employee premiums would go up by 68% in TRS ActiveCare
- **Richer plan designs** – LISD can design best value plans for employees
- **Flexibility** – Can make plan changes based on our employee needs
- **Competitiveness** – Other local ISDs have self-funded plans

Local ISD	Medical Plan	Monthly Contribution per Employee	Annual Contribution per Employee
Austin ISD	Self-funded	\$500	\$6,000
Lake Travis ISD	Self-funded	\$500	\$6,000
Eanes ISD	TRS ActiveCare	\$473	\$5,676 ³¹⁷
LEANDER ISD*	Self-funded	\$492	\$5,580
Round Rock ISD	Self-funded	\$466	\$4,980
Pflugerville ISD	Self-funded	\$410	\$4,800
Georgetown ISD	Self-funded	\$378	\$4,536

TRS and RRISD 2023 Plan Comparison

LISD/RRISD Comparison

	LISD BCBS HD \$3,000 Low Plan	RRISD Low Plan	LISD BCBS PPO \$1,000 High Plan	RRISD High Plan	LISD HCH ACO \$2,000 Copay	RRISD Standard Plan
PLAN VALUE	80%	77%	83%	81%	78%	77%
Employee Only	\$19	\$0	\$179	\$145	\$43	\$0
Employee + Spouse	\$665	\$564	\$1,228	\$825	\$829	\$626
Employee + Children	\$361	\$410	\$663	\$683	\$448	\$455
Employee + Family	\$802	\$846	\$1,445	\$1,365	\$946	\$939

Yellow highlights indicate where LISD has higher premium

LISD BCBS \$1,500 Med Plan	LISD HCH ACO \$5,000 HD
83%	71%
\$66	\$0
\$921	\$635
\$482	\$306
\$1,088	\$723

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LISD/TRS ActiveCare Comparison

	LISD BCBS HD \$3,000 Low Plan	TRS ActiveCare Low Plan	LISD BCBS \$1,500 Med Plan	TRS ActiveCare Med Plan	LISD BCBS PPO \$1,000 High Plan	TRS ActiveCare High Plan	LISD HCH ACO \$2,000 Copay	TRS ActiveCare HMO
PLAN VALUE	80%	74%	82%	76%	83%	79%	80%	73%
Employee Only	\$19	\$16	\$66	\$97	\$179	\$653	\$43	\$4
Employee + Spouse	\$665	\$698	\$921	\$757	\$1,228	\$2,042	\$829	\$666
Employee + Children	\$361	\$315	\$482	\$375	\$663	\$1,147	\$448	\$294
Employee + Family	\$802	\$905	\$1,088	\$1,045	\$1,445	\$2,481	\$946	\$868

LISD HCH ACO \$5,000 HD
71%
\$0
\$635
\$306
\$723

NOTE: LISD provides \$504 annual to employee's Health Savings Account for the Low and Med plans ; TRS received \$638.3 million in ESSER funds to keep premiums down for 2023

Medical/Rx Plan Enhancement History

\$13,690,701 total savings (2017-2023)
\$1,955,814 average savings per year

	2023	2022	2021	2020	2019
Premium Impact	2% premium increase	No premium change	Lowered premium for some tiers. Significantly enhanced Married LISD tier cost	No premium increase. Some tiers slightly lowered.	Employee Premiums Average Increase: 5%
Medical Plan	<ul style="list-style-type: none"> Bexa – breast screening (\$82,800 cost) Increased stop loss level to \$375k (\$203,095 savings from renewal) Exclude Gene Therapy (\$2M - \$3M cost avoidance) Grail – cancer screening (\$300,000 cost; note: savings recognized in following years ~\$19k per participant) 	<ul style="list-style-type: none"> Hemophilia Alliance Network (\$242,504 savings) Renewed Stop Loss contract to include NNL and Rate Cap Big Pink Bus Initiative (end of 2022, cost \$5,500) Healthcare Highways Discount over BCBS (\$853,680 savings) 	<ul style="list-style-type: none"> Added HCH with 2 narrow network options/lower employee cost Changed Stop Loss vendors (\$200,000 savings) Added ABA Coverage (\$36,000 cost) Hemophilia Alliance Network (\$196,629 savings) Healthcare Highways Discount over BCBS (\$199,389 savings) 	<ul style="list-style-type: none"> Changed Stop Loss vendors (\$342,000 savings) Changed EAP vendor - 7.26% utilization rate compared to national average 2-4% Removed Member Rewards based on cost/benefit analysis (\$95,000 savings) Added MDLive Behavioral Health, marriage & family counseling and changed EAP 	<ul style="list-style-type: none"> BCBS Vitals (\$100,000 savings) Added marriage and family counseling benefit (\$135,000 cost) 319 Plan Design changes (\$144,976 savings)
Rx Plan	<ul style="list-style-type: none"> Contract renewal (\$907,872 savings) Prudent Rx (TBD) Protection Program (TBD) 	<ul style="list-style-type: none"> Contract renewal (\$758,676 savings) Prudent Rx (\$186,428 savings) Protection Program (\$565,238 savings) 	<ul style="list-style-type: none"> Contract renewal (\$498,780 savings) Prudent Rx (\$106,000 savings) Spec. Drug Alliance (\$291,000 savings) 	<ul style="list-style-type: none"> Removal of RxResults - switch to CVS (\$264,000 savings) Low Clinical Value Program (\$68,000 cost avoidance) High Dollar Claims Review (\$196,000 cost avoidance) 	<ul style="list-style-type: none"> Contract renewal (\$497,129 cost savings) High Dollar Claims Review (\$100,000 cost avoidance)
Estimated Savings/Cost Avoidance	\$2,728,167 - \$3,728,167	\$2,601,023	\$1,455,798	\$965,000	\$707,105

Medical Insurance Contribution Scenarios

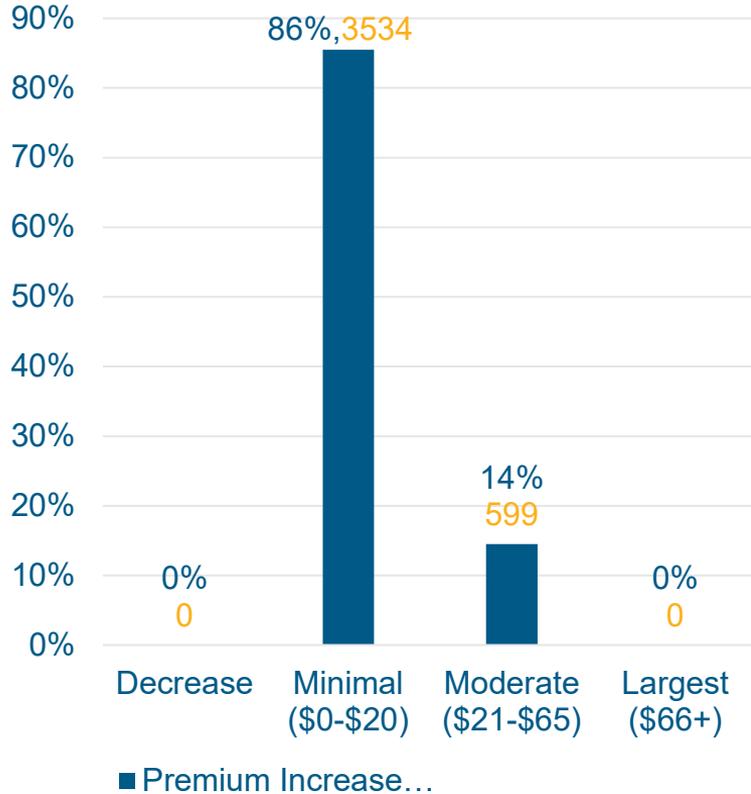
	2020	2021	2022	2023	2024
Average Premium Increase	-1%	-2%	0%	2%	4.5%

	2023		2024	
	Employee Only	Employee + Family	Employee Only	Employee + Family
Average Premium Increase			4.5%	
BCBS Low Plan Employee Premium	\$19	\$802	\$20	\$838
BCBS Med Plan Employee Premium	\$66	\$1,088	\$69	\$1,137
BCBS High Plan Employee Premium	\$179	\$1,445	\$187	\$1,510
NEW – HCH Low	\$0	\$723	\$0	\$756
NEW – HCH High	\$43	\$946	\$43	\$989

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* Anticipated

2024 Employee Contribution Changes



- 76% of all employees enrolled are in employee only plans (3139 employees)
- 11% of employees will see no change in premium
- 65% of employees will see \$10 or less change
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- 86% of employees will see a minimal increase of \$20 or less
- 2% of employees are on family plans and will see increases over \$46, with the highest increase being \$65 (68 employees)

Projected Benefits Fund

Assumptions Summary

Claims trend	4.5% for Medical & Rx
Population growth	2% per year
Change in Fixed Expenses	7.5% increase per year
District contribution <i>(per enrolled employee)</i>	\$492 Current \$410 as of 7/2023 \$460 as of 7/2024 \$510 as of 7/2025 \$560 as of 7/2026 \$610 as of 7/2027
Employee premium adjustment <i>(premium increases do not meet recommended maintenance of 35% fund balance)</i>	4.5% for 2024 4.5% for 2025 4.5% for 2026 4.5% for 2027

Considerations

- Fund balance recommendation – minimum: 35% of district’s annual cost (3 months of claims cost)
Recommendation is higher to survive high claims years
- LISD currently contributes \$360 per eligible employee. This equates to \$492 per enrolled employee
- Assumes Increase in Employer Funding for participating employees to level out plan year deficit

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Recommendation & Options Summary

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2% ATB Summary and Total Rewards Recommendation

Salary Scale	Budgeted Positions	2% ATB Total Cost with Benefits	Scale Adjustments	Total Cost	Avg Employee Increase
Teachers	3,405	\$4,089,000	\$1,577,000	\$5,666,000	2.8%
Registered Nurses	46	\$57,000	\$21,000	\$78,000	2.6%
Counselors	106	\$129,000	\$50,000	\$179,000	2.3%
Administrative / Professional	553	\$903,000	\$793,000	\$1,696,000	4.6%
Information Technology	82	\$132,000	\$245,000	\$377,000	5.4%
Office / Paraprofessional	1,007	\$593,000	\$429,000	\$1,022,000	3.6%
Auxiliary*	377	\$261,000	\$68,000	\$329,000	2.5%
Transportation	316	\$156,000	\$508,000	\$664,000	7.5%
ATB and SCALE ADJUSTMENT TOTAL	5,892	\$6,320,000	\$3,691,000	\$10,011,000	
Recommendation		Additional Proposals	Compensation Review	Total Cost	
Custodial South District Pay Differential			\$142,000	\$142,000	
Stipend Review			\$24,000	\$24,000	
Substitute Pay Review			\$59,000	\$59,000	
Student/Co-op Teacher Incentives			\$235,000	\$235,000	
Paying Teachers to Sub			\$175,000	\$175,000	
SPED Stipend Change Proposal		\$1,845,000		\$1,845,000	
Longevity Bonus Proposal		\$3,088,000		\$3,088,000	
ADDITIONAL TOTAL REWARD RECOMMENDATIONS		\$4,933,000	\$635,000	\$5,568,000	
TOTAL ESTIMATED COST		\$11,253,000	\$4,326,000	\$15,579,000	

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Totals may be slightly off due to rounding

3% ATB Summary and Total Rewards Recommendation

Salary Scale	Budgeted Positions	3% ATB Total Cost with Benefits	Scale Adjustments	Total Cost	Avg Employee Increase
Teachers	3,405	\$6,195,000	\$0	\$6,195,000	3.0%
Registered Nurses	46	\$85,000	\$0	\$85,000	2.9%
Counselors	106	\$195,000	\$0	\$195,000	3.0%
Administrative / Professional	553	\$1,354,000	\$473,000	\$1,827,000	4.8%
Information Technology	82	\$198,000	\$205,000	\$403,000	5.8%
Office / Paraprofessional	1,007	\$888,000	\$429,000	\$1,317,000	4.7%
Auxiliary*	377	\$390,000	\$91,000	\$481,000	3.5%
Transportation	316	\$233,000	\$467,000	\$700,000	8.5%
ATB and SCALE ADJUSTMENT TOTAL	5,892	\$9,538,000	\$1,665,000	\$11,203,000	
Recommendation		Additional Proposals	Compensation Review	Total Cost	
Custodial South District Pay Differential			\$142,000	\$142,000	
Stipend Review			\$24,000	\$24,000	
Substitute Pay Review			\$59,000	\$59,000	
Student/Co-op Teacher Incentives			\$235,000	\$235,000	
Paying Teachers to Sub			\$175,000	\$175,000	
SPED Stipend Change Proposal		\$1,845,000		\$1,845,000	
Longevity Bonus Proposal		\$3,088,000		\$3,088,000	
ADDITIONAL TOTAL REWARD RECOMMENDATIONS		\$4,933,000	\$635,000	\$5,568,000	
TOTAL ESTIMATED COST		\$14,471,000	\$2,300,000	\$16,771,000	

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Totals may be slightly off due to rounding

5% ATB Summary and Total Rewards Recommendation

Salary Scale	Budgeted Positions	5% ATB Total Cost with Benefits	Scale Adjustments	Total Cost	Avg Employee Increase
Teachers	3,405	\$10,399,000	\$0	\$10,399,000	5.2%
Registered Nurses	46	\$142,000	\$0	\$142,000	4.7%
Counselors	106	\$331,000	\$0	\$331,000	4.2%
Administrative / Professional	553	\$2,254,000	\$322,000	\$2,576,000	6.7%
Information Technology	82	\$330,000	\$198,000	\$528,000	7.7%
Office / Paraprofessional	1,007	\$1,477,000	\$343,000	\$1,820,000	6.6%
Auxiliary*	377	\$646,000	\$118,000	\$764,000	5.4%
Transportation	316	\$386,000	\$535,000	\$921,000	10.7%
ATB and SCALE ADJUSTMENT TOTAL	5,892	\$15,965,000	\$1,516,000	\$17,481,000	
Recommendation		Additional Proposals	Compensation Review	Total Cost	
Custodial South District Pay Differential			\$142,000	\$142,000	
Stipend Review			\$24,000	\$24,000	
Substitute Pay Review			\$59,000	\$59,000	
Student/Co-op Teacher Incentives			\$235,000	\$235,000	
Paying Teachers to Sub			\$175,000	\$175,000	
SPED Stipend Change Proposal		\$1,845,000		\$1,845,000	
Longevity Bonus Proposal		\$3,088,000		\$3,088,000	
ADDITIONAL TOTAL REWARD RECOMMENDATIONS		\$4,933,000	\$635,000	\$5,568,000	
TOTAL ESTIMATED COST		\$20,898,000	\$2,151,000	\$23,049,000	

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Totals may be slightly off due to rounding



Discussion

Questions

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2023-24 Budget Estimate

2% Midpoint Across-the-Board Pay Increase, Compensation Review and Additional Proposals

Employee Group	Recommendations	Budgeted Positions	2022-23 Budget	2023-24 Budget	Cost Increase	Total Cost with Benefits
Teachers	<i>0 Years Experience Teacher starting salary - \$54,462</i>	2,365	\$135,988,000	\$138,722,000	\$2,734,000	\$2,862,000
	<i>Bachelors degreed Teacher - 2% midpoint \$1,192 base salary increase</i>	1,019	\$59,694,000	\$60,842,000	\$1,148,000	\$1,201,000
	<i>Masters degreed Teacher - 2% midpoint \$1,192 base salary increase (scale remains \$1,000 above Bachelors)</i>	21	\$1,234,000	\$1,258,000	\$25,000	\$26,000 ³²⁸
	<i>Doctorate degreed Teacher - 2% midpoint \$1,192 base salary increase (scale remains \$2,000 above Bachelors)</i>	3,405	\$196,916,000	\$200,823,000	\$3,907,000	\$4,089,000
Registered Nurses	<i>\$3,000 more than Teacher scale</i>	46	\$2,866,000	\$2,920,000	\$54,000	\$57,000
Counselors	<i>\$5,000 more than Teacher scale</i>	106	\$7,525,000	\$7,649,000	\$123,000	\$129,000
Administrative/Professional	<i>2% of midpoint base salary increase</i>	553	\$44,803,000	\$45,666,000	\$863,000	\$903,000
Information Technology	<i>2% of midpoint base salary increase</i>	82	\$6,477,000	\$6,604,000	\$126,000	\$132,000
Office/Paraprofessional	<i>2% of midpoint base salary increase</i>	1,007	\$29,358,000	\$29,925,000	\$567,000	\$593,000
Auxiliary*	<i>2% of midpoint base salary increase</i>	377	\$14,325,000	\$14,575,000	\$250,000	\$261,000
Transportation	<i>2% of midpoint base salary increase</i>	316	\$8,166,000	\$8,315,000	\$149,000	\$156,000
TOTAL ACROSS-THE-BOARD ESTIMATED COST		5,892	\$310,437,000	\$316,476,000	\$6,039,000	\$6,322,000
Compensation Review*	Review of all pay scales					\$3,691,000
Custodial/CNS South Diff	Add differential to base pay for travel to south LISD					\$142,000
Stipend Review	Review of annualized stipends					\$24,000
Substitute Pay Review	Review of Substitute Pay Rates					\$59,000
Student/Co-op Teacher Incentives	Develop Student Teacher recruitment incentives					\$235,000
Paying Teachers to Sub	Incentivize Teachers to Sub for Absent Teachers					\$175,000
TOTAL COMPENSATION REVIEW ESTIMATED COST						\$4,326,000
SPED Stipend Proposal	Create additional SPED stipends to assist in recruitment/retention					\$1,845,000
Longevity Bonus Proposal	Create program to reward employees for retention					\$3,088,000
TOTAL ADDITIONAL PROPOSALS						\$4,933,000
GRAND TOTAL ESTIMATED COST						\$15,581,000

Totals may be slightly off due to rounding

* NOTE: This does not include CNS employees



2023-24 Budget Estimate

3% Midpoint Across-the-Board Pay Increase, Compensation Review and Additional Proposals

Employee Group	Recommendations	Budgeted Positions	2022-23 Budget	2023-24 Budget	Cost Increase	Total Cost with Benefits
Teachers	<i>0 Years Experience Teacher starting salary - \$55,059</i>	2,365	\$135,988,000	\$140,130,000	\$4,142,000	\$4,336,000
	<i>Bachelors degreed Teacher - 3% midpoint \$1,789 base salary increase</i>	1,019	\$59,694,000	\$61,433,000	\$1,739,000	\$1,820,000
	<i>Masters degreed Teacher - 3% midpoint \$1,789 base salary increase (scale remains \$1,000 above Bachelors)</i>	21	\$1,234,000	\$1,271,000	\$37,000	\$39,000
	<i>Doctorate degreed Teacher - 3% midpoint \$1,789 base salary increase (scale remains \$2,000 above Bachelors)</i>	Subtotal	3,405	\$196,916,000	\$202,834,000	\$5,918,000
Registered Nurses	<i>\$3,000 more than Teacher scale</i>	46	\$2,866,000	\$2,948,000	\$81,000	\$85,000
Counselors	<i>\$5,000 more than Teacher scale</i>	106	\$7,525,000	\$7,712,000	\$187,000	\$195,000
Administrative/Professional	<i>3% of midpoint base salary increase</i>	553	\$44,803,000	\$46,097,000	\$1,294,000	\$1,354,000
Information Technology	<i>3% of midpoint base salary increase</i>	82	\$6,477,000	\$6,667,000	\$189,000	\$198,000
Office/Paraprofessional	<i>3% of midpoint base salary increase</i>	1,007	\$29,358,000	\$30,207,000	\$848,000	\$888,000
Auxiliary*	<i>3% of midpoint base salary increase</i>	377	\$14,325,000	\$14,697,000	\$372,000	\$390,000
Transportation	<i>3% of midpoint base salary increase</i>	316	\$8,166,000	\$8,388,000	\$222,000	\$233,000
TOTAL ACROSS-THE-BOARD ESTIMATED COST		5,892	\$310,437,000	\$319,549,000	\$9,113,000	\$9,539,000
Compensation Review*	Review of all pay scales					\$1,665,000
Custodial/CNS South Diff	Add differential to base pay for travel to south LISD					\$142,000
Stipend Review	Review of annualized stipends					\$24,000
Substitute Pay Review	Review of Substitute Pay Rates					\$59,000
Student/Co-op Teacher Incentives	Develop Student Teacher recruitment incentives					\$235,000
Paying Teachers to Sub	Incentivize Teachers to Sub for Absent Teachers					\$175,000
TOTAL COMPENSATION REVIEW ESTIMATED COST						\$2,300,000
SPED Stipend Proposal	Create additional SPED stipends to assist in recruitment/retention					\$1,845,000
403b Retirement/Universal Life Insurance Proposal	Provide program to help employee financial prepare for future					\$700,000
Local Leave Retirement Proposal						\$175,000
Longevity Bonus Proposal		Create program to reward employees for retention				
TOTAL ADDITIONAL PROPOSALS						\$7,565,000
GRAND TOTAL ESTIMATED COST						\$19,404,000

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Totals may be slightly off due to rounding

* NOTE: This does not include CNS employees



2023-24 Budget Estimate
5% Midpoint Across-the-Board Pay Increase, Compensation Review and Additional Proposals

Employee Group	Recommendations	Budgeted Positions	2022-23 Budget	2023-24 Budget	Cost Increase	Total Cost with Benefits
Teachers	<i>0 Years Experience Teacher starting salary - \$56,251</i>	2,365	\$135,988,000	\$142,941,000	\$6,954,000	\$7,279,000
	<i>Bachelors degreed Teacher - 5% midpoint \$2,981 base salary increase</i>	1,019	\$59,694,000	\$62,613,000	\$2,919,000	\$3,055,000
	<i>Masters degreed Teacher - 5% midpoint \$2,981 base salary increase (scale remains \$1,000 above Bachelors)</i>	21	\$1,234,000	\$1,296,000	\$62,000	\$65,000
	<i>Doctorate degreed Teacher - 5% midpoint \$2,981 base salary increase (scale remains \$2,000 above Bachelors)</i>	3,405	\$196,916,000	\$206,850,000	\$9,935,000	\$10,399,000
Subtotal						
Registered Nurses	<i>\$3,000 more than Teacher scale</i>	46	\$2,866,000	\$3,002,000	\$136,000	\$142,000
Counselors	<i>\$5,000 more than Teacher scale</i>	106	\$7,525,000	\$7,841,000	\$316,000	\$331,000
Administrative/Professional	<i>5% of midpoint base salary increase</i>	553	\$44,803,000	\$46,956,000	\$2,154,000	\$2,254,000
Information Technology	<i>5% of midpoint base salary increase</i>	82	\$6,477,000	\$6,793,000	\$315,000	\$330,000
Office/Paraprofessional	<i>5% of midpoint base salary increase</i>	1,007	\$29,358,000	\$30,770,000	\$1,411,000	\$1,477,000
Auxiliary*	<i>5% of midpoint base salary increase</i>	377	\$14,325,000	\$14,942,000	\$617,000	\$646,000
Transportation	<i>5% of midpoint base salary increase</i>	316	\$8,166,000	\$8,535,000	\$369,000	\$386,000
TOTAL ACROSS-THE-BOARD ESTIMATED COST		5,892	\$310,437,000	\$325,689,000	\$15,253,000	\$15,966,000
Compensation Review*	Review of all pay scales					\$1,516,000
Custodial/CNS South Diff	Add differential to base pay for travel to south LISD					\$142,000
Stipend Review	Review of annualized stipends					\$24,000
Substitute Pay Review	Review of Substitute Pay Rates					\$59,000
Student/Co-op Teacher Incentives	Develop Student Teacher recruitment incentives					\$235,000
Paying Teachers to Sub	Incentivize Teachers to Sub for Absent Teachers					\$175,000
TOTAL COMPENSATION REVIEW ESTIMATED COST						\$2,151,000
SPED Stipend Proposal	Create additional SPED stipends to assist in recruitment/retention					\$1,845,000
Longevity Bonus Proposal	Create program to reward employees for retention					\$3,088,000
TOTAL ADDITIONAL PROPOSALS						\$4,933,000
GRAND TOTAL ESTIMATED COST						\$23,050,000

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Totals may be slightly off due to rounding

* NOTE: This does not include CNS employees

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item:	Discussion of 2023 Certified Estimated Property Values and Recapture
Purpose (this meeting):	<input checked="" type="checkbox"/> Discussion Item/Report Only <input type="checkbox"/> Action Requested
Administrator Responsible:	Pete Pape
Attachments:	Discussion of 2023 Property Value Growth and Recapture Pres Williamson County Appraisal District-2023 Certified Estimate of Appraised Value Travis County Appraisal District-2023 Certified Estimate of Appraised Value

Background Information:

The 2023 certified estimates of property value were received from the Williamson Central Appraisal District (WCAD) on April 27, 2023. Mr. Alvin Lankford, Chief Appraiser for the WCAD, reports the estimated 2023 Williamson County net taxable value before freeze at \$29,771,739,198, up 12.11% from last year.

The Travis Central Appraisal District (TCAD) 2023 certified estimate of property value is dated April 21, 2023. Ms. Marya Crigler, Chief Appraiser for the TCAD, reports the estimated 2023 Travis County freeze adjusted taxable value at \$14,166,345,358, up 6.81% from last year.

The district's total overall estimated freeze adjusted property value increase is projected to be approximately \$41,237,634,874, up 9.83% from last year's certified net freeze adjusted taxable value of \$37,546,193,872. The preliminary numbers represent the Chief Appraisers' estimates of the taxable value for our jurisdiction after estimates of the loss due to taxpayer protests. Taxpayers have until May 15 to protest their appraisals, and the final certifications are due to taxing entities by July 25.

Although property values have risen 9.83% in aggregate for the CADs combined, Maintenance and Operations (M&O) total net revenues are not changing from the original estimate of 15% growth. The amount of recapture the district will owe at 9.83% property growth is lower than the estimate under a 15% growth projection. The decrease in projected tax revenue is offset by a decrease in the amount of recapture that will be due back to the State. Additionally, HB 3 passed in 2019, placed a cap of 2.5% on local tax revenue growth by requiring compression of the M&O tax rate to offset increases in taxes from rises in property values. This legislation requires the M&O tax rate for Tier 1 to be compressed (reduced) to result in tax revenue gain of no more than 2.5%. The law also provides for a limitation on compression in that no district may have an MCR less than 90% of any other district (MCR floor). Under current law, the district's Maximum Compressed Rate (MCR) portion of the M&O rate is estimated to decrease slightly over one penny, from \$0.8046 to the state floor of \$0.7944.

Recapture is triggered when local tax collections exceed the calculated Tier 1 Entitlement. The district entered recapture last year because of the 27% property value growth realized in LISD. The amount of recapture is dependent upon the total local tax collections and the Tier 1 Entitlement calculation (which is determined by student counts), therefore the actual amount of recapture is not known until the end of the fiscal year. Current estimates with 9.83% property value growth indicate a recapture payment of \$58,282,552, for 2023-2024. In contrast, the rise in property values results in additional tax collections from the I&S tax rate. This provides additional capacity for future debt service retirement.

Administrative Recommendation:

N/A

Sample Motion:

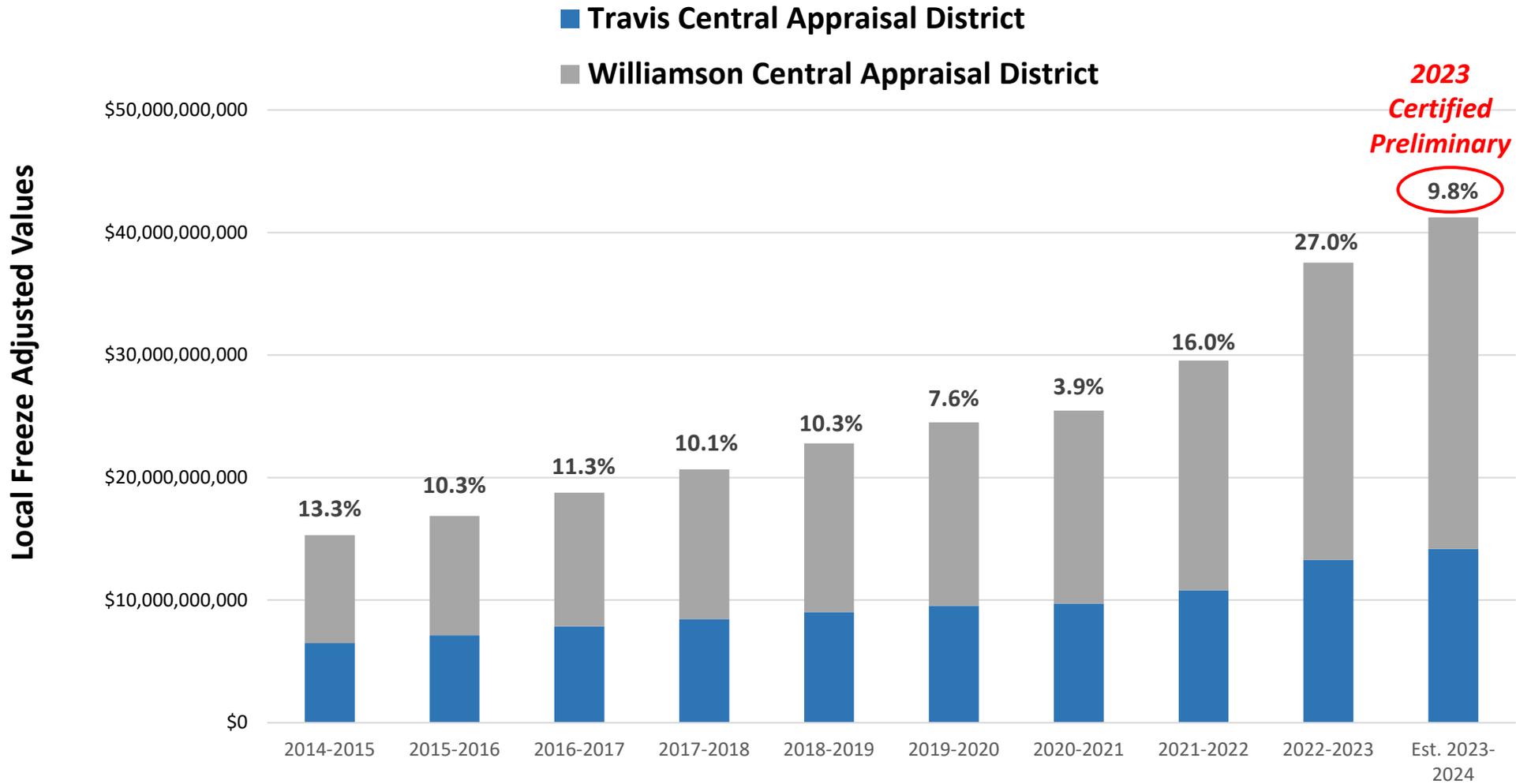
N/A



2023 Property Value Growth & Recapture Discussion

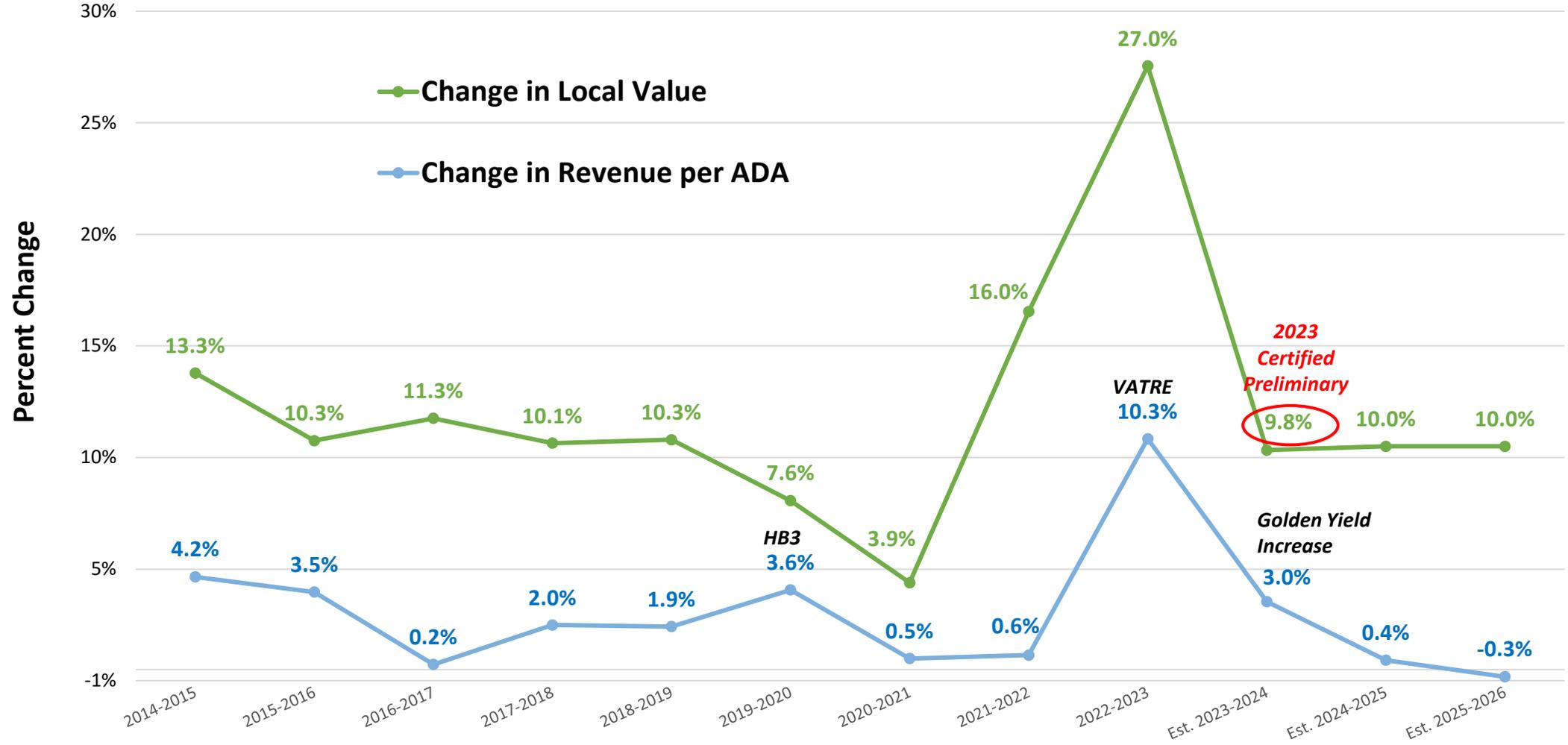
May 11, 2023

2023 Certified Preliminary Values



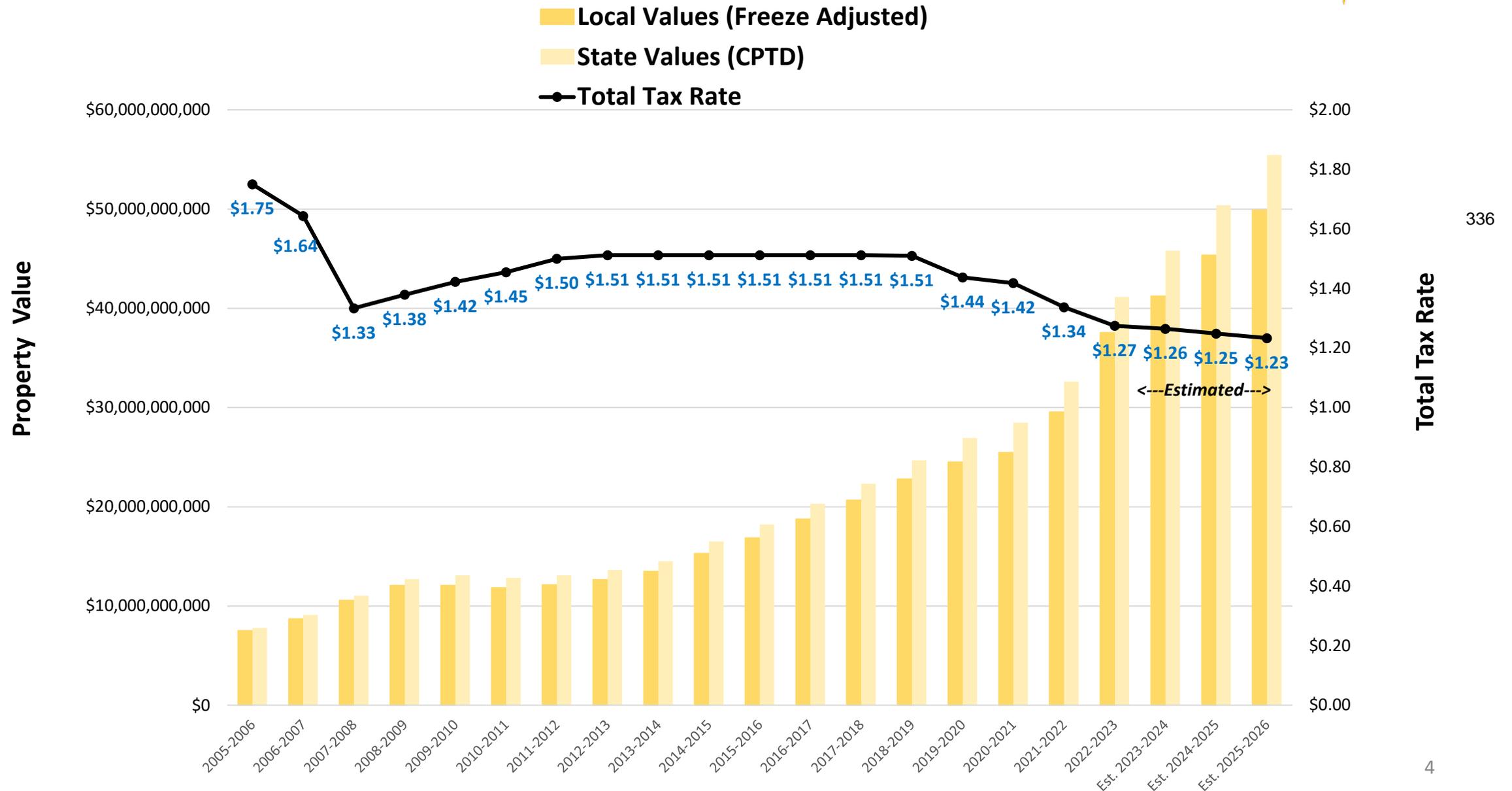
334

Local Property Value Growth vs. State Funding Formula Revenue Growth

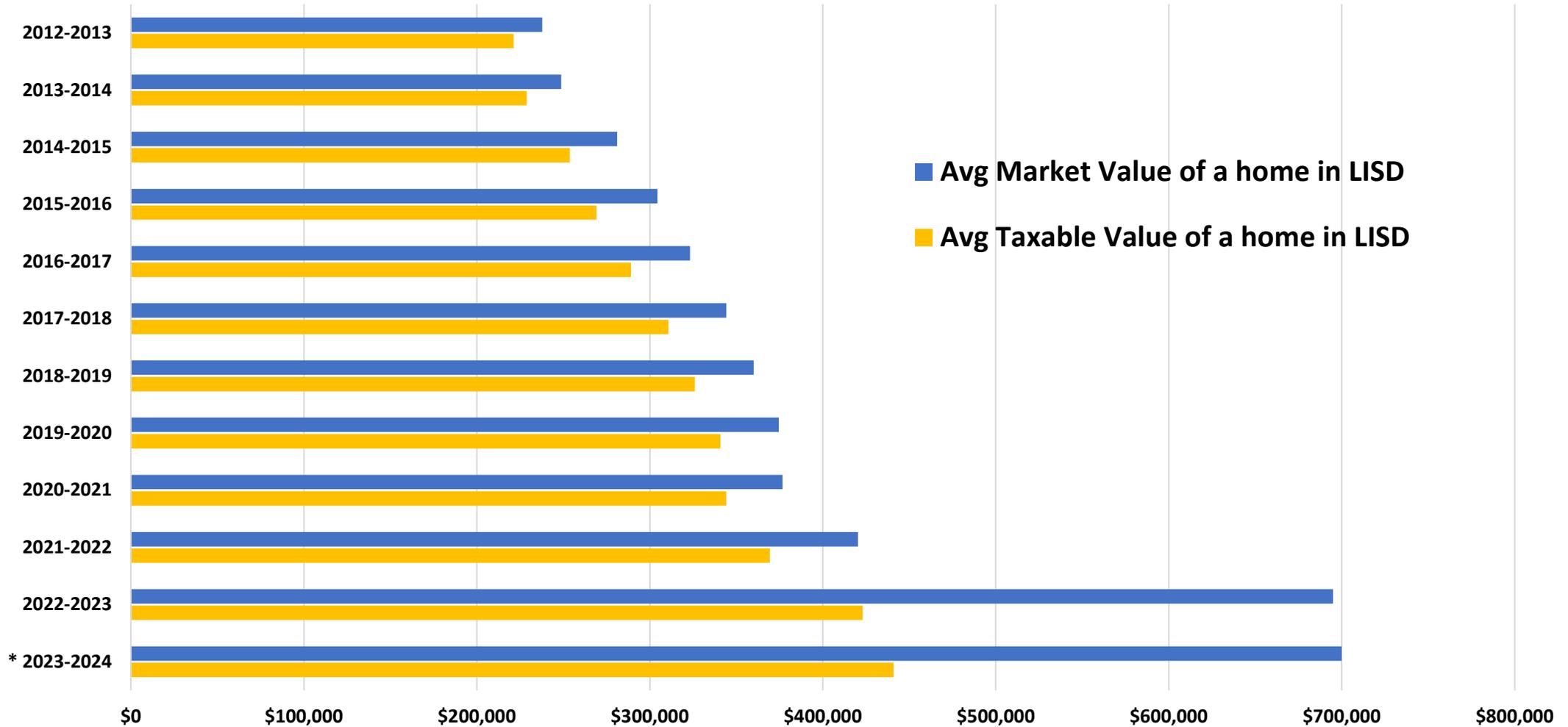


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Property Value and Tax Rates



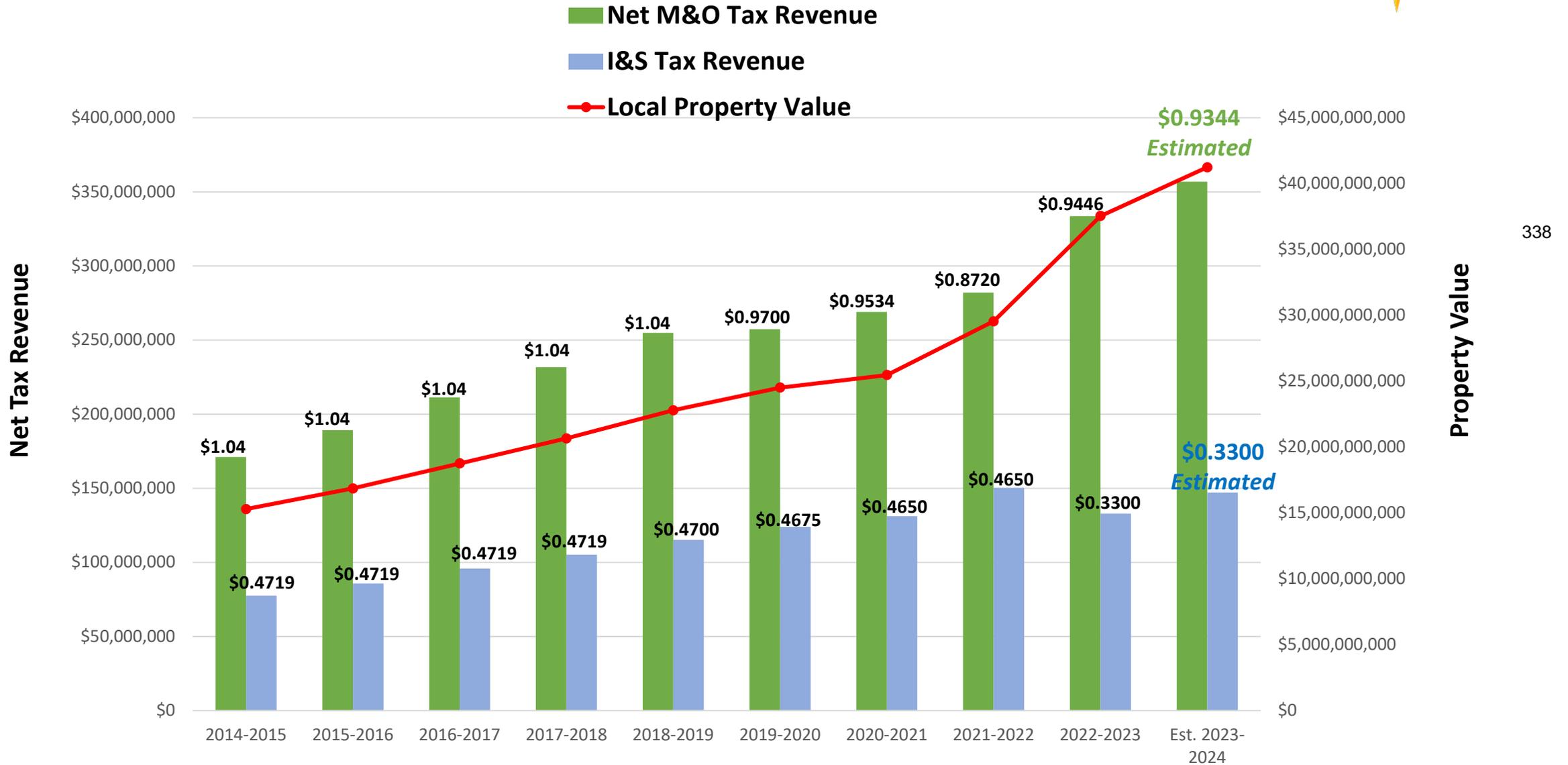
Average Home in LISD



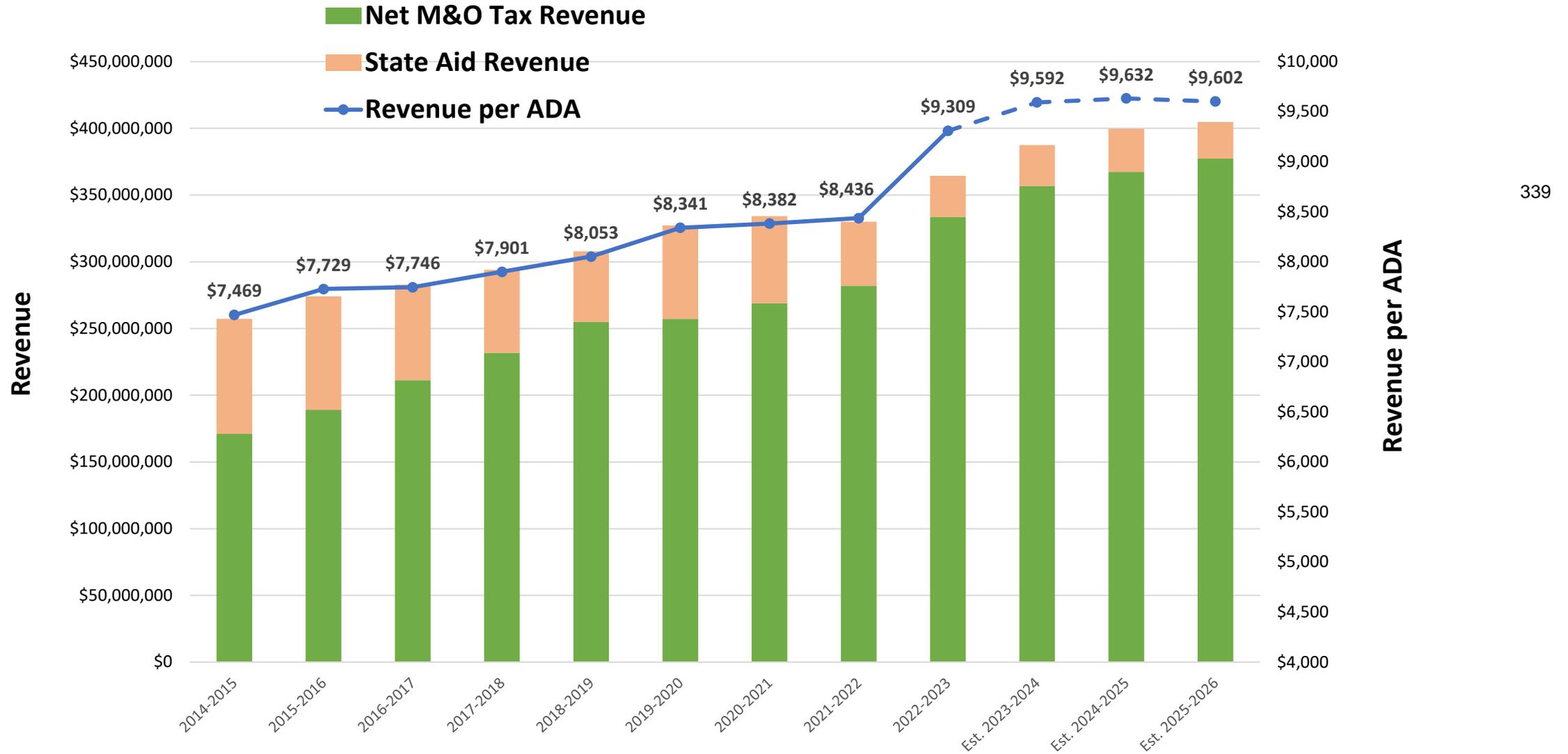
337

* Estimated values based on Travis & Williamson Central Appraisal Districts' preliminary assessments.

Tax Revenue & Property Value

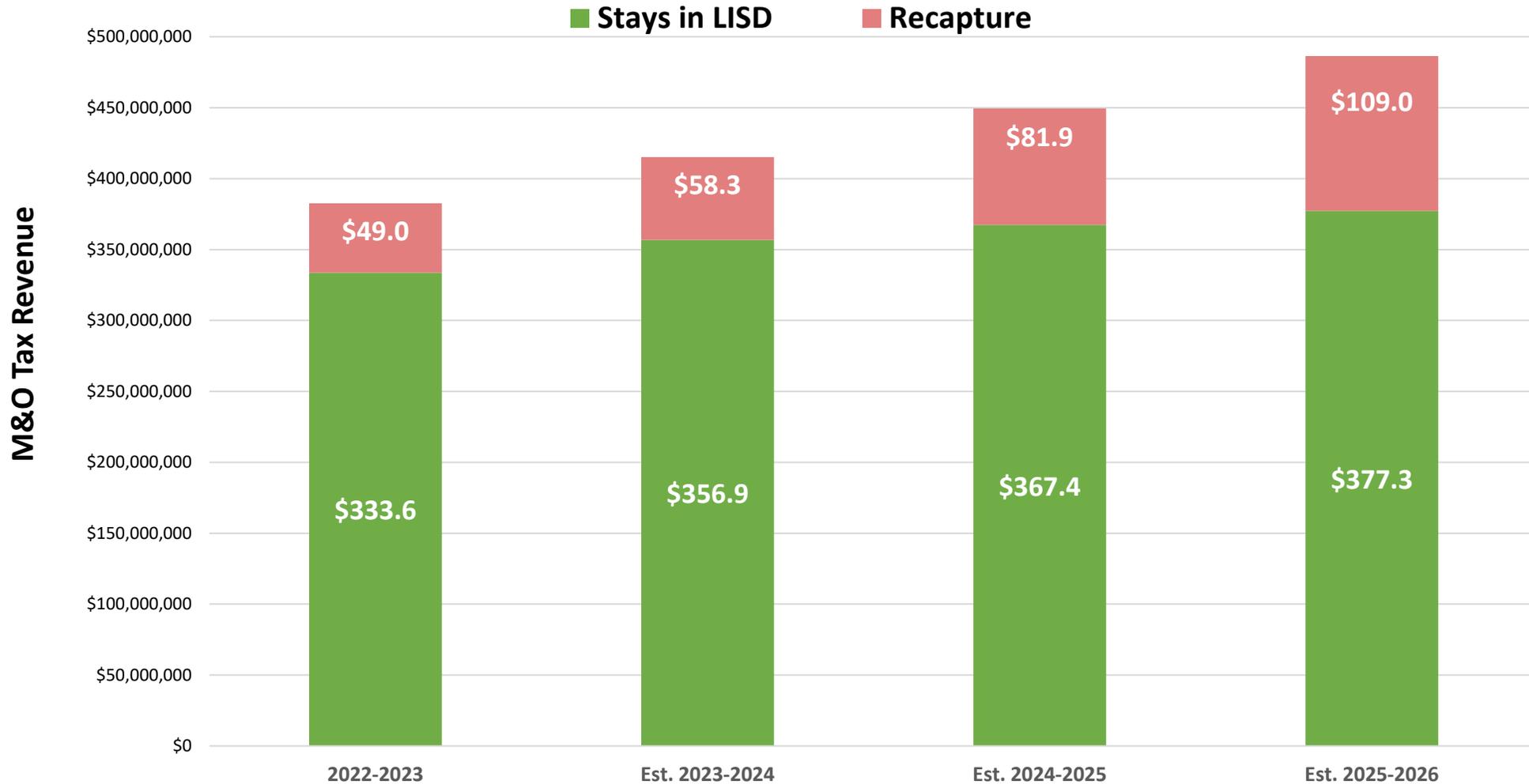


State Funding Formula



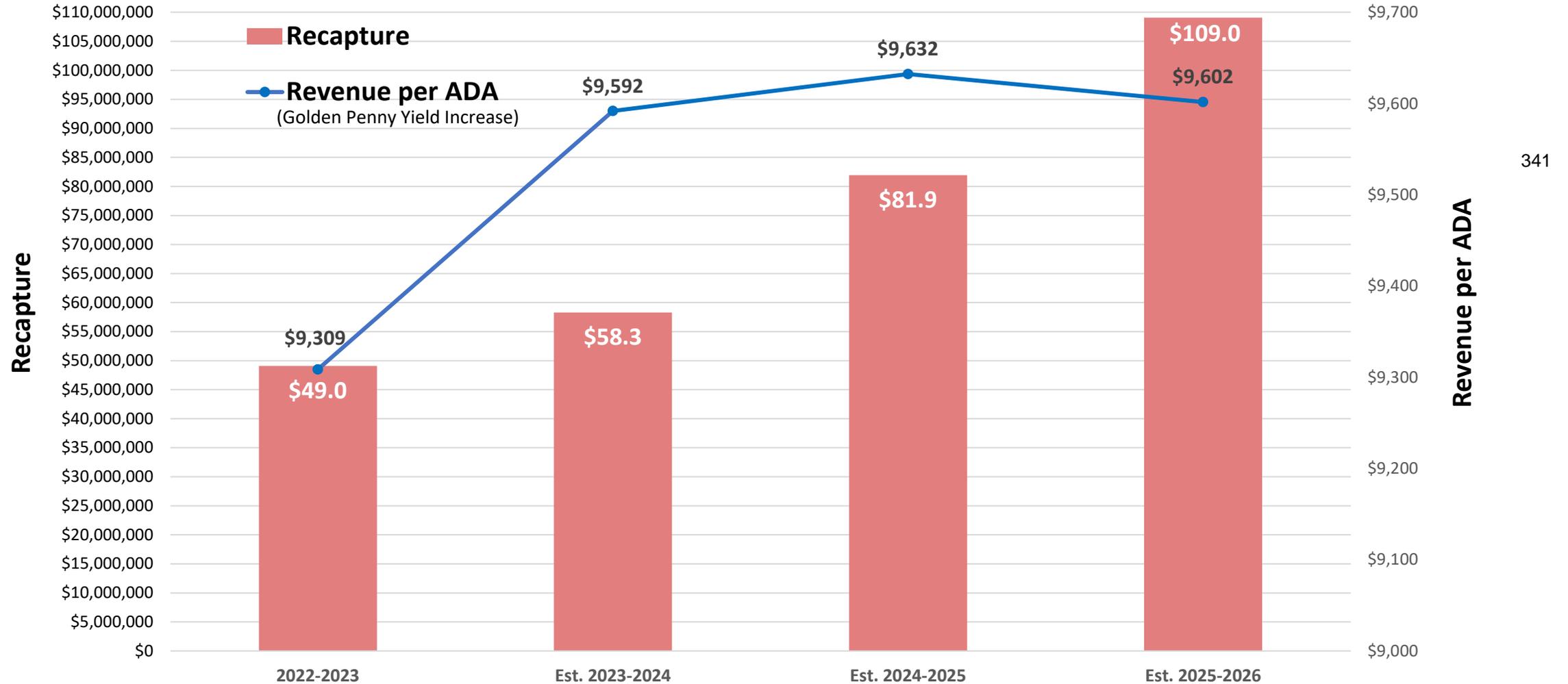
339

Recapture Projections



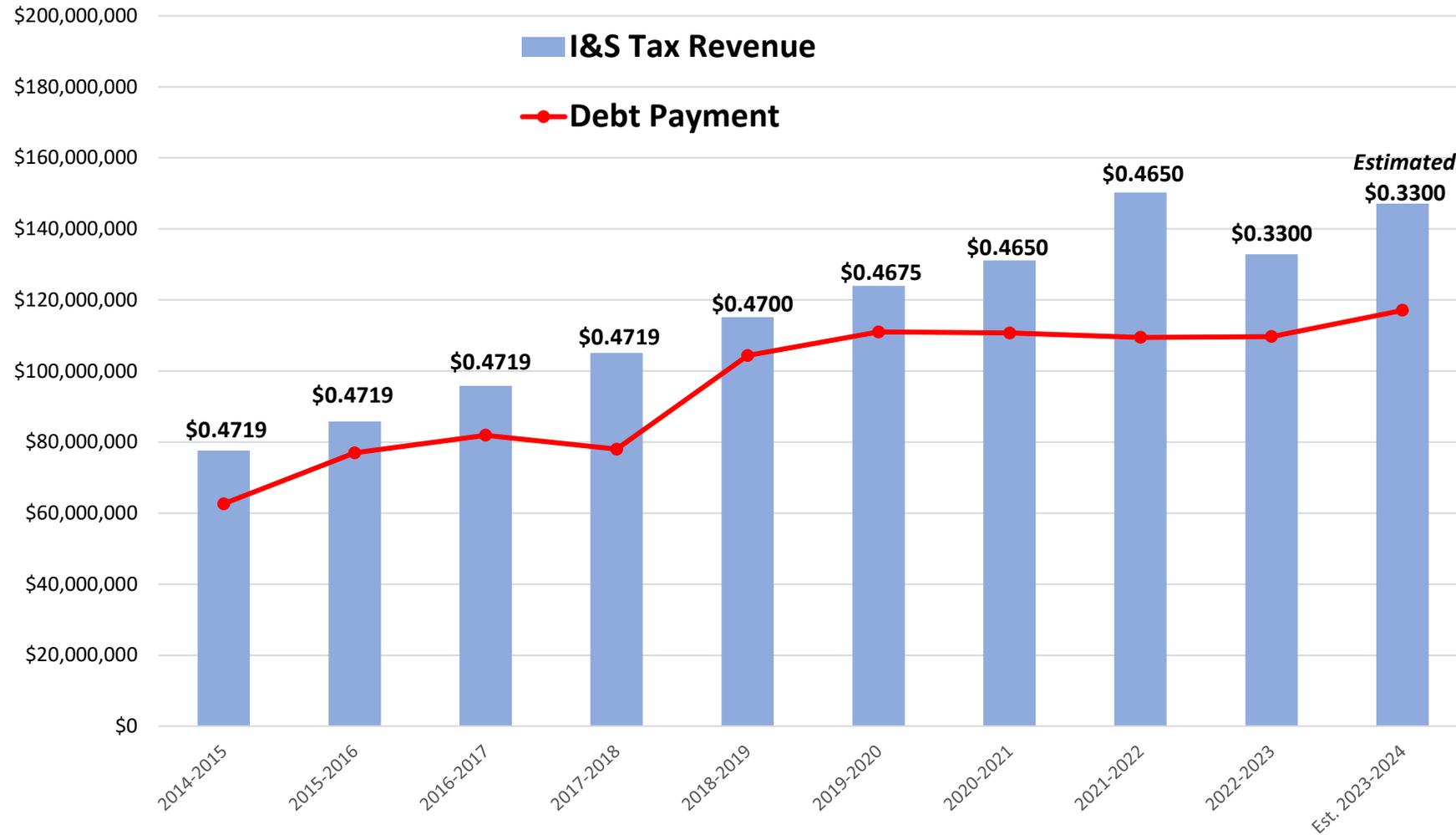
340

Recapture & Revenue per ADA

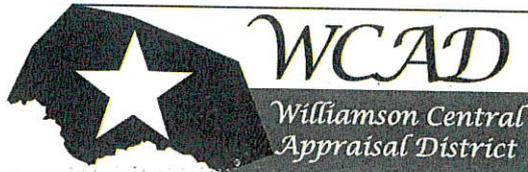


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Property Value Impact on Debt Service



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625 F.M. 1460
Georgetown, Texas 78626

(512) 930-3787

www.wcad.org

Board of Directors

Jon Lux, Chairman

Harry Gibbs, Vice Chairman

Lora Weber, Secretary

Hope Hisle-Piper

Mason Moses

Larry Gaddes

Chief Appraiser

Alvin Lankford
(512) 930-3787

"Our mission is to provide an accurate, fair and cost-effective appraisal roll while maintaining high levels of transparency and giving industry leading customer service to the consumers of our data and services."

April 27, 2023

Dr. Bruce Gearing, Superintendent
Leander ISD
P.O. Box 218
Leander, TX 78646

Dear Dr. Gearing:

Enclosed is the 2023 certified estimate of value for Leander ISD. Please keep in mind that although certified, this is still an estimate.

It is very early in the valuation protest process and protest levels are still uncertain. While market values on residential homes have decreased many homesteaded properties are still capped at an assessed value well below their market value. We anticipate lower protest levels this year due to these valuation decreases; however, assessed value increases of 10% on the homesteaded residential properties makes estimating taxable value loss due to protests very challenging.

Our office will process a 2023 Preliminary Assessment Roll Grand Totals Report on a weekly basis enabling you to follow your values throughout the protest season. This will help you to track the value loss and better estimate the final certification totals. These reports can be accessed at:
<http://www.wcad.org/entity-portal/>.

Feel free to call our office if you have any questions or need assistance.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

Enclosures

CC:

ARL

2023 CERTIFIED ESTIMATE OF APPRAISED VALUE

I, Alvin Lankford, Chief Appraiser for the Williamson Central Appraisal District, do solemnly swear that the value reflected below is the 2023 Certified Estimate of Value for property taxable by:

_____ \$29,771,739,198 _____

Leander ISD

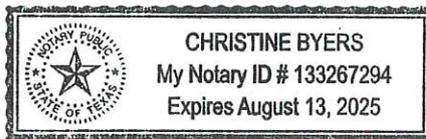
**2023 CERTIFIED ESTIMATE OF NET TAXABLE
VALUE BEFORE FREEZE**

_____ April 27, 2023 _____
Date

Alvin Lankford
Alvin Lankford
Chief Appraiser

On this 27th day of April, 2023, personally appeared Alvin Lankford, who having been duly sworn by me, subscribed to the foregoing certification and upon oath states that the facts contained in said certification are true.

Christine Byers 4/27/23
NOTARY PUBLIC



ENTITY	Percent Change from 2018 Prelim (4/11/19) to Supp 2018.9	Percent Change from 2019 Prelim (3/31/2020) to Supp 2019.9	Percent Change from 2020 Prelim (3/30/2021) to Supp 2020.10	Percent Change from 2021 Prelim (3/30/2021) to Supp 2021.09	Percent Change from 2022 Prelim (3/30/2022) to Supp 2022.09	Percent Change Average 2018-2022	Percent Change from <u>2022 Certified Estimate</u> to Supp 2022.09	2022 Estimated % Reduction Used	Chief Appraiser's suggested 2023 Reduction % on Non HS	2023 Certified Estimate Using Chief Appraiser's Suggested 2023 Reduction %	Percent Change from Supp 2022.09 to 2023 Preliminary (4/02/2023)	2023 Preliminary Value 4/02/2023 (Net taxable before freeze)	Total Taxable Loss % using 2022 CA Suggested Reduction	2022.09 CERTIFIED VALUES (As of Supp 9) Appr + Under ARB Rev	2022 Certified Estimate Using Alvin's Suggested 2022 Reduction %	2022 Preliminary Value 3/30/2022(Net taxable before freeze)
LEANDER ISD (SLE)																
Total Taxable (Before Freeze) Value Loss %	-2.51%	-2.68%	-1.97%	-2.10%	-5.51%	-2.95%	-0.23%	-5.50%	-2.50%	\$ 29,771,739,198	14.59%	30,535,117,126	-2.50%	\$26,646,268,519	\$26,707,940,442	\$28,201,269,430
Non-HS Loss %	-4.52%	-4.45%	-3.73%	-2.87%		-3.11%										

Assessment Roll Grand Totals Report

WCAD

Tax Year: **2023** As of: **Preliminary** Table Generated: **4/1/2023 4:55:24 AM**
SLE - Leander ISD

Property Types: **A, BPP1, BPP2, BPP3, BPP4, BPP5, BF**
Number of Properties: 65152

Land Totals

Land - Homesite	(+)	\$6,121,142,687		
Land - Non Homesite	(+)	\$3,853,741,068		
Land - Ag Market	(+)	\$870,733,804		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
Total Land Market Value	(=)	\$10,845,617,559	(+)	\$10,845,617,559

Improvement Totals

Improvements - Homesite	(+)	\$19,439,911,502		
Improvements - Non Homesite	(+)	\$6,314,099,039		
Total Improvements	(=)	\$25,754,010,541	(+)	\$25,754,010,541

Other Totals

Personal Property (3592)		\$969,301,229	(+)	\$969,301,229
Minerals (0)		\$0	(+)	\$0
Autos (0)		\$0	(+)	\$0
Total Market Value			(=)	\$37,568,929,329
Total Market Value 100%			(=)	\$37,745,788,289
Total Homestead Cap Adjustment (31379)				(-) \$2,238,635,328
Total Exempt Property (893)				(-) \$1,837,057,057

Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$870,733,804		
Ag Use (395)	(-)	\$361,119		
Timber Use (0)	(-)	\$0		
Total Productivity Loss	(=)	\$870,372,685	(-)	\$870,372,685
Total Assessed			(=)	\$32,622,864,259

Exemptions

(HS Assd 16,385,365,698)

(HS) Homestead Local (37252)	(+)	\$0		
(HS) Homestead State (37252)	(+)	\$1,483,720,419		
(O65) Over 65 Local (7873)	(+)	\$22,813,996		
(O65) Over 65 State (7873)	(+)	\$78,127,259		
(DP) Disabled Persons Local (644)	(+)	\$1,787,712		
(DP) Disabled Persons State (644)	(+)	\$6,150,693		
(DV) Disabled Vet (1052)	(+)	\$10,851,181		
(DVX) Disabled Vet 100% (622)	(+)	\$256,383,607		
(DVXSS) DV 100% Surviving Spouse (44)	(+)	\$14,642,758		
(DVXMAS) MAS 100% Surviving Spouse (3)	(+)	\$1,033,530		
(PRO) Prorated Exempt Property (3)	(+)	\$155,678		
(SOL) Solar (101)	(+)	\$3,160,468		
(PC) Pollution Control (21)	(+)	\$1,700,424		
(AUTO) Lease Vehicles Ex (24)	(+)	\$80,905,486		
(MUV) Bus/Pers Mix Use Vehicle Ex-HB 1022 (5)	(+)	\$60,000		
(BI) Builders Inventory (2842)	(+)	\$125,737,783		
(HB366) House Bill 366 (434)	(+)	\$516,139		
Total Exemptions	(=)	\$2,087,747,133	(-)	\$2,087,747,133
Net Taxable (Before Freeze)			(=)	\$30,535,117,126

Assessment Roll Grand Totals Report

WCAD

Tax Year: 2023 As of: Preliminary Table Generated: 4/1/2023 4:55:24 AM

Property Types: A, BPP1, BPP2, BPP3, BPP4, BPP5, BF

Assessment Roll Grand Totals Report

WCAD

Tax Year: 2023 As of: Preliminary Table Generated: 4/1/2023 4:55:24 AM

Property Types: A, BPP1, BPP2, BPP3, BPP4, BPP5, BF

**** O65 Freeze Totals

Freeze Assessed	\$2,977,700,350
Freeze Taxable	\$2,513,423,982
Freeze Ceiling (7297)	\$22,909,989.48

**** O65 Transfer Totals

Transfer Assessed	\$8,959,855
Transfer Taxable	\$8,046,855
Post-Percent Taxable	\$5,853,135
Transfer Adjustment (17)	\$2,193,720

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$28,019,499,424
-------------------------------------------------------------------------------------	------------	-------------------------

*** DP Freeze Totals

Freeze Assessed	\$224,023,591
Freeze Taxable	\$184,831,980
Freeze Ceiling (627)	\$1,518,177.19

*** DP Transfer Totals

Transfer Assessed	\$0
Transfer Taxable	\$0
Post-Percent Taxable	\$0
Transfer Adjustment (0)	\$0

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$27,834,667,444
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Assessment Roll Grand Totals Report

WCAD

Tax Year: 2022 As of: Supplement 9

SLE - Leander ISD (ARB Approved Totals)

Number of Properties: 62744

Land Totals

Land - Homesite	(+)	\$5,436,496,934		
Land - Non Homesite	(+)	\$2,496,652,843		
Land - Ag Market	(+)	\$741,839,107		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
Total Land Market Value	(=)	\$8,674,988,884	(+)	\$8,674,988,884

Improvement Totals

Improvements - Homesite	(+)	\$22,227,665,987		
Improvements - Non Homesite	(+)	\$5,317,499,363		
Total Improvements	(=)	\$27,545,165,350	(+)	\$27,545,165,350

Other Totals

Personal Property (3463)		\$928,991,946	(+)	\$928,991,946
Minerals (0)		\$0	(+)	\$0
Autos (0)		\$0	(+)	\$0
Total Market Value			(=)	\$37,149,146,180
Total Market Value 100%			(=)	\$37,319,463,265
Total Homestead Cap Adjustment (33247)				(-) \$6,102,537,814
Total Exempt Property (885)				(-) \$1,537,166,053

Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$741,839,107		
Ag Use (464)	(-)	\$298,249		
Timber Use (0)	(-)	\$0		
Total Productivity Loss	(=)	\$741,540,858	(-)	\$741,540,858
Total Assessed			(=)	\$28,767,901,455

Exemptions

(HS Assd 15,210,470,094)

(HS) Homestead Local (37811)	(+)	\$0		
(HS) Homestead State (37811)	(+)	\$1,491,849,401		
(O65) Over 65 Local (7802)	(+)	\$22,619,610		
(O65) Over 65 State (7802)	(+)	\$77,405,459		
(DP) Disabled Persons Local (684)	(+)	\$1,901,242		
(DP) Disabled Persons State (684)	(+)	\$6,534,164		
(DV) Disabled Vet (1118)	(+)	\$11,596,754		
(DVX) Disabled Vet 100% (649)	(+)	\$222,996,867		
(DVXSS) DV 100% Surviving Spouse (45)	(+)	\$12,827,878		
(DVXMAS) MAS 100% Surviving Spouse (3)	(+)	\$928,663		
(PRO) Prorated Exempt Property (31)	(+)	\$12,608,513		
(SOL) Solar (88)	(+)	\$2,677,712		
(PC) Pollution Control (21)	(+)	\$1,635,811		
(CHDO04) Comm Housing Dev - 2004 (1)	(+)	\$4,828,040		
(AUTO) Lease Vehicles Ex (24)	(+)	\$82,112,907		
(MUV) Bus/Pers Mix Use Vehicle Ex-HB 1022 (5)	(+)	\$67,710		
(BI) Builders Inventory (3763)	(+)	\$133,262,887		
(FP) Freeport (12)	(+)	\$35,522,352		
(HB366) House Bill 366 (446)	(+)	\$523,476		

Assessment Roll Grand Totals Report

WCAD

Tax Year: 2022 As of: Supplement 9

Total Exemptions	(=)	\$2,121,899,446	(-)	\$2,121,899,446
Net Taxable (Before Freeze)			(=)	\$26,646,002,009

Assessment Roll Grand Totals Report

WCAD

Tax Year: 2022 As of: Supplement 9

**** O65 Freeze Totals

Freeze Assessed	\$2,528,715,805
Freeze Taxable	\$2,100,205,131
Freeze Ceiling (6836)	\$20,326,602.02

**** O65 Transfer Totals

Transfer Assessed	\$32,320,462
Transfer Taxable	\$28,840,902
Post-Percent Taxable	\$20,035,354
Transfer Adjustment (61)	\$8,805,548

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$24,536,991,330
-------------------------------------------------------------------------------------	------------	-------------------------

*** DP Freeze Totals

Freeze Assessed	\$201,321,253
Freeze Taxable	\$162,842,355
Freeze Ceiling (623)	\$1,436,776.40

*** DP Transfer Totals

Transfer Assessed	\$382,831
Transfer Taxable	\$329,831
Post-Percent Taxable	\$243,539
Transfer Adjustment (1)	\$86,292

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$24,374,062,683
-------------------------------------------------------------------------------------	------------	-------------------------

Assessment Roll Grand Totals Report

WCAD

Tax Year: 2022 As of: Supplement 9

SLE - Leander ISD (Under ARB Review Totals)

Number of Properties: 2

Land Totals

Land - Homesite	(+)	\$190,000		
Land - Non Homesite	(+)	\$0		
Land - Ag Market	(+)	\$0		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
Total Land Market Value	(=)	\$190,000	(+)	\$190,000

Improvement Totals

Improvements - Homesite	(+)	\$0		
Improvements - Non Homesite	(+)	\$0		
Total Improvements	(=)	\$0	(+)	\$0

Other Totals

Personal Property (1)		\$76,510	(+)	\$76,510
Minerals (0)		\$0	(+)	\$0
Autos (0)		\$0	(+)	\$0
Total Market Value			(=)	\$266,510
Total Market Value 100%			(=)	\$266,510
Total Homestead Cap Adjustment (0)				(-) \$0
Total Exempt Property (0)				(-) \$0

Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$0		
Ag Use (0)	(-)	\$0		
Timber Use (0)	(-)	\$0		
Total Productivity Loss	(=)	\$0		(-) \$0
Total Assessed				(=) \$266,510

Exemptions

			(HS Assd	0)
Total Exemptions	(=)	\$0		(-) \$0
Net Taxable (Before Freeze)				(=) \$266,510

Assessment Roll Grand Totals Report

WCAD

Tax Year: 2022 As of: Supplement 9

**** O65 Freeze Totals

Freeze Assessed	\$0
Freeze Taxable	\$0
Freeze Ceiling (0)	\$0.00

**** O65 Transfer Totals

Transfer Assessed	\$0
Transfer Taxable	\$0
Post-Percent Taxable	\$0
Transfer Adjustment (0)	\$0

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$266,510
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*** DP Freeze Totals

Freeze Assessed	\$0
Freeze Taxable	\$0
Freeze Ceiling (0)	\$0.00

*** DP Transfer Totals

Transfer Assessed	\$0
Transfer Taxable	\$0
Post-Percent Taxable	\$0
Transfer Adjustment (0)	\$0

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$266,510
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TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

JAMES VALADEZ
CHAIRPERSON
BRUCE GRUBE
VICE CHAIRPERSON
THERESA BASTIAN
SECRETARY/TREASURER



MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS

TOM BUCKLE
DEBORAH CARTWRIGHT
OSEZUA EHIYAMEN
BRUCE ELFANT
VIVEK KULKARNI
ELIZABETH MONTOYA
BLANCA ZAMORA-GARCIA

LEANDER ISD
TRISH BODE
C/O SUPERINTENDENTS OFFICE
PO BOX 218
LEANDER, TX 78646-0218

April 21, 2023

The appraisal district has substantially completed the 2023 valuation of properties in your jurisdiction. We have not yet received or processed any protests. Per Section 26.01(e) of the Texas Property Tax Code, I am supplying you with the estimate of taxable value of your jurisdiction. Please note that this estimate is based on the January 1 assessment date and historic protest trends.

2022 Certified Net Taxable	\$13,143,000,502
2023 Preliminary Net Taxable	\$14,756,609,748
Estimate of value loss due to protests	(\$590,264,390)
2023 Estimate of Net Taxable	\$14,166,345,358
Estimate of taxable value of new value	\$230,231,942

Sincerely,

A handwritten signature in cursive script, appearing to read "Marya Crigler".

Marya Crigler
Chief Appraiser
mcrigler@tcadcentral.org
(512) 834-9317 ext 337

LEANDER ISD

Tax Rate Worksheet Information (numbering based on form 50-856)

1	2022 total taxable value	\$13,143,000,502
2	2022 tax ceiling	\$1,777,010,630
4	2022 total adopted tax rate	1.274600
5	2022 taxable value lost because of court appeals of ARB decisions reduced 2022 ARB values	
5A	Original 2022 ARB Value	\$430,059,133
5B	2022 values resulting from final court decisions	\$409,394,492
6	2022 taxable value subject to an appeal under Chapter 42	
6A	2022 ARB certified value	\$1,239,186,395
6B	2022 disputed value	\$123,918,640
9	2022 taxable value of property in territory the taxing unit deannexation after Jan 1, 2022	
10	2022 taxable value lost because a property first qualified for exemption in 2023	
10A	Absolute exemptions	\$158,138,881
10B	Partial exemptions and amount exempt due to an increased exemption	\$36,220,985
11	2022 taxable value lost because a property first qualified for agricultural appraisal in 2023	
11A	2022 market value	
11B	2023 productivity value	
18	Total 2023 taxable value on certified appraisal roll today	
18A	Certified taxable	\$14,166,345,358
18C	Pollution control and energy storage systems exemptions	
18D	Tax increment financing	
19	Total value of properties under protest or not on certified roll	
19A	2023 taxable value of properties under protest	
19B	2023 value of properties not under protest or included in certified appraisal	
20	2023 tax ceiling	\$2,110,981,908
22	Total 2023 taxable value of properties in territory annexed after Jan 1, 2022	\$ 0
23	Total 2023 taxable value of new improvements and new personal property located in new improvements	\$230,231,942

Notice of Public Hearing – Budget/Tax Rate Information

2022 Average appraised value of properties with a homestead exemption	\$996,852
2022 Total appraised value of all property	\$22,588,945,143
2022 Total appraised value of all new property	\$205,140,215
2022 Average taxable value of properties with a homestead exemption	\$599,385
2022 Total taxable value of all property	\$13,143,000,502
2022 Total taxable value of all new property	\$194,839,083
2023 Average appraised value of properties with a homestead exemption	\$1,030,418
2023 Total appraised value of all property	\$24,434,342,286
2023 Total appraised value of all new property	\$236,442,953
2023 Average taxable value of properties with a homestead exemption	\$656,379
2023 Total taxable value of all property	\$14,166,345,358

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (23,629)	(Count) (5)	(Count) (23,634)
Land HS Value	5,132,096,166	984,878	5,133,081,044
Land NHS Value	1,857,031,960	28,981,089	1,886,013,049
Ag Land Market Value	460,988,058	354,622	461,342,680
Total Land Value	7,450,116,184	30,320,589	7,480,436,773
Improvement HS Value	13,553,103,567	6,143,413	13,559,246,980
Improvement NHS Value	3,188,916,148	0	3,188,916,148
Total Improvement	16,742,019,715	6,143,413	16,748,163,128
Market Value	24,192,135,899	36,464,002	24,228,599,901
BUSINESS PERSONAL PROPERTY	(1,202)	(0)	(1,202)
Market Value	205,742,385	0	205,742,385
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (24,831)	(Total Count) (5)	(Total Count) (24,836)
TOTAL MARKET	24,397,878,284	36,464,002	24,434,342,286
Ag Land Market Value	460,988,058	354,622	461,342,680
Ag Use	1,613,829	1,137	1,614,966
Ag Loss (-)	459,374,229	353,485	459,727,714
APPRAISED VALUE	23,938,504,055	36,110,517	23,974,614,572
	99.8%	0.2%	100.0%
HS CAP Limitation Value (-)	5,013,176,672	2,791,203	5,015,967,875
NET APPRAISED VALUE	18,925,327,383	33,319,314	18,958,646,697
Total Exemption Amount	1,946,987,272	106,332	1,947,093,604
NET TAXABLE	16,978,340,111	33,212,982	17,011,553,093
TAX LIMIT/FREEZE ADJUSTMENT	2,110,721,792	439,854	2,111,161,646
LIMIT ADJ TAXABLE (I&S)	14,867,618,319	32,773,128	14,900,391,447
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	14,867,618,319	32,773,128	14,900,391,447

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
 \$210,214,284.51 = 14,900,391,447 * 1.274600 / 100) + \$20,293,895.13

(Freeze)

NOT UNDER REVIEW

Limitation	Net Appr	Taxable	Actual Tax	Ceiling	Count
DP	59,715,767	50,794,453	467,129.45	471,700.36	154
OV65	2,221,060,211	2,007,148,111	19,494,185.06	19,778,301.33	3,546
OV65S	60,068,959	52,599,490	332,207.92	344,595	107
Total	2,340,844,937	2,110,542,054	20,293,522.43	20,594,596.69	3,807

Tax Rate: 1.274600

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	1,605,158	1,499,158	1,319,420	179,738	2
Total	1,605,158	1,499,158	1,319,420	179,738	2

UNDER REVIEW

Limitation	Net Appr	Taxable	Actual Tax	Ceiling	Count
OV65	492,854	439,854	372.7	372.7	1
Total	492,854	439,854	372.7	372.7	1

Tax Rate: 1.274600

TOTAL

Limitation	Net Appr	Taxable	Actual Tax	Ceiling	Count
DP	59,715,767	50,794,453	467,129.45	471,700.36	154
OV65	2,221,553,065	2,007,587,965	19,494,557.76	19,778,674.03	3,547
OV65S	60,068,959	52,599,490	332,207.92	344,595	107
Total	2,341,337,791	2,110,981,908	20,293,895.13	20,594,969.39	3,808

Tax Rate: 1.274600

Transfer	Net Appr	Taxable	Post % Taxable	Adjustment	Count
OV65	1,605,158	1,499,158	1,319,420	179,738	2
Total	1,605,158	1,499,158	1,319,420	179,738	2

EXEMPTIONS		NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
Code	Method	Total	Count	Total	Count	Total	Count
DP	DP-Local	403,226	150	0	0	403,226	150
DP	DP-Prorated	0	0	0	0	0	0
DP	DP-State	1,401,853	150	0	0	1,401,853	150
DV1	DV1	508,000	64	0	0	508,000	64
DV1S	DV1S	5,000	2	0	0	5,000	2
DV2	DV2	445,500	49	0	0	445,500	49
DV2S	DV2S	7,500	2	0	0	7,500	2
DV3	DV3	616,000	65	0	0	616,000	65
DV3S	DV3S	0	1	0	0	0	1
DV4	DV4	1,032,000	146	0	0	1,032,000	146
DV4S	DV4S	60,000	10	0	0	60,000	10
DVCH	DVCH	0	1	0	0	0	1
DVHS	DVHS	108,249,381	167	0	0	108,249,381	167
DVHS	DVHS-Prorated	794,400	1	0	0	794,400	1
DVHSS	DVHSS	5,507,348	23	0	0	5,507,348	23
DVHSS	DVHSS-Prorated	0	0	0	0	0	0
EX-XJ	EX-XJ	42,669,114	4	0	0	42,669,114	4
EX-XJ	EX-XJ-PRORATED	0	0	0	0	0	0
EX-XO	EX-XO	2,596	1	0	0	2,596	1
EX-XO	EX-XO-PRORATED	0	0	0	0	0	0
EX-XR	EX-XR	712,679	10	0	0	712,679	10
EX-XR	EX-XR-PRORATED	0	0	0	0	0	0
EX-XV	EX-XV	1,094,668,498	618	0	0	1,094,668,498	618
EX-XV	EX-XV-PRORATED	403,855	1	0	0	403,855	1
EX366	EX366	139,751	140	0	0	139,751	140
FR	FR	8,003,969	5	0	0	8,003,969	5
HS	HS-Local	0	0	0	0	0	0
HS	HS-Prorated	803,069	23	0	0	803,069	23
HS	HS-State	619,443,004	15,604	93,332	3	619,536,336	15,607
LIH	LIH	3,020,798	1	0	0	3,020,798	1
OV65	OV65-Local	10,761,150	3,751	3,000	1	10,764,150	3,752
OV65	OV65-Prorated	0	0	0	0	0	0
OV65	OV65-State	36,627,222	3,751	10,000	1	36,637,222	3,752
OV65S	OV65S-Local	300,237	112	0	0	300,237	112
OV65S	OV65S-Prorated	0	0	0	0	0	0
OV65S	OV65S-State	1,080,789	112	0	0	1,080,789	112
PC	PC	602,304	5	0	0	602,304	5
SO	SO	8,718,029	498	0	0	8,718,029	498
Total:		1,946,987,272	25,467	106,332	5	1,947,093,604	25,472

No-New-Revenue Tax Rate Assumption

New Value

Total New Market Value: \$236,442,953
Total New Taxable Value: \$230,231,942

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX-XV	Other Exemptions (including public property, reli...	25	158,138,881
Absolute Exemption Value Loss:		25	158,138,881

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
DP	Disability	3	39,000
DV1	Disabled Veterans 10% - 29%	3	22,000
DV2	Disabled Veterans 30% - 49%	1	7,500
DV3	Disabled Veterans 50% - 69%	5	50,000
DV4	Disabled Veterans 70% - 100%	12	120,000
DVHS	Disabled Veteran Homestead	11	9,531,715
HS	Homestead	550	21,494,245
OV65	Over 65	86	1,079,490
SO	Solar (Special Exemption)	245	3,877,035
Partial Exemption Value Loss:		916	36,220,985
Total NEW Exemption Value			194,359,866

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		0	0
Total Exemption Value Loss:			194,359,866

Average Homestead Value

Category	Count of HS	Average Market	Average Exemption	Average Taxable
A Only	15,465	1,030,418	46,696	656,379
A & E	15,578	1,028,056	46,641	654,545

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
5	36,464,002	36,419,740	33,180,740

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	20,239		200,165,112	18,993,094,232	13,225,931,881
B	Multifamily Residential	36		0	1,146,606,717	1,143,175,542
C1	Vacant Lots and Tracts	1,882		0	342,102,153	337,392,085
C2	Colonia Lots and Land Tracts	1		0	123,850	123,850
D1	Qualified Open-Space Land	285	20,751.28	0	460,988,058	1,598,946
D2	Farm or Ranch Improvements on Qualified	15		0	548,886	548,886
E	Rural Land,Not Qualified for Open-Space Land	582		1,234,658	301,048,578	265,299,776
ERROR	ERROR	6		0	1	0
F1	Commercial Real Property	284		0	1,390,387,753	1,389,567,201
F2	Industrial Real Property	201		0	227,720,135	225,441,778
J1	Water Systems	1		0	11,344	11,344
J2	Gas Distribution Systems	1		0	2,049,720	2,049,720
J3	Electric Companies (including Co-ops)	16		0	16,503,826	16,503,826
J4	Telephone Companies (including Co-ops)	41		0	6,674,646	6,674,646
J7	Cable Companies	2		0	147,714	147,714
L1	Commercial Personal Property	1,081		0	161,804,680	153,630,448
L2	Industrial and Manufacturing Personal Property	23		0	13,201,228	13,185,351
M1	Mobile Homes	187		0	10,650,348	8,990,867
O	Residential Inventory	408		35,043,183	184,953,658	184,619,045
S	Special Inventory	19		0	3,448,413	3,447,205
XJ	Private Schools (§11.21)	4		0	42,669,114	0
XO	Motor Vehicles for Income Production and	2		0	4,639	0
XR	Nonprofit Water or Wastewater Corporation	10		0	712,679	0
XV	Other Totally Exempt Properties (including	630		0	1,092,425,912	0
Totals:			20,751.28	236,442,953	24,397,878,284	16,978,340,111

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	2		0	620,601	549,829
D1	Qualified Open-Space Land	1	11.97	0	354,622	1,137
E	Rural Land,Not Qualified for Open-Space Land	3		0	35,488,779	32,662,016
Totals:			11.97	0	36,464,002	33,212,982

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	20,241		200,165,112	18,993,714,833	13,226,481,710
B	Multifamily Residential	36		0	1,146,606,717	1,143,175,542
C1	Vacant Lots and Tracts	1,882		0	342,102,153	337,392,085
C2	Colonia Lots and Land Tracts	1		0	123,850	123,850
D1	Qualified Open-Space Land	286	20,763.25	0	461,342,680	1,600,083
D2	Farm or Ranch Improvements on Qualified	15		0	548,886	548,886
E	Rural Land,Not Qualified for Open-Space Land	585		1,234,658	336,537,357	297,961,792
ERROR	ERROR	6		0	1	0
F1	Commercial Real Property	284		0	1,390,387,753	1,389,567,201
F2	Industrial Real Property	201		0	227,720,135	225,441,778
J1	Water Systems	1		0	11,344	11,344
J2	Gas Distribution Systems	1		0	2,049,720	2,049,720
J3	Electric Companies (including Co-ops)	16		0	16,503,826	16,503,826
J4	Telephone Companies (including Co-ops)	41		0	6,674,646	6,674,646
J7	Cable Companies	2		0	147,714	147,714
L1	Commercial Personal Property	1,081		0	161,804,680	153,630,448
L2	Industrial and Manufacturing Personal Property	23		0	13,201,228	13,185,351
M1	Mobile Homes	187		0	10,650,348	8,990,867
O	Residential Inventory	408		35,043,183	184,953,658	184,619,045
S	Special Inventory	19		0	3,448,413	3,447,205
XJ	Private Schools (§11.21)	4		0	42,669,114	0
XO	Motor Vehicles for Income Production and	2		0	4,639	0
XR	Nonprofit Water or Wastewater Corporation	10		0	712,679	0
XV	Other Totally Exempt Properties (including	630		0	1,092,425,912	0
Totals:			20,763.25	236,442,953	24,434,342,286	17,011,553,093

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	1624946	G&I VII RIVER PLACE LP	\$178,029,836	\$178,029,836
2	1902346	KARLIN RIVER PLACE LLC	\$156,423,943	\$156,423,943
3	1743998	BREIT STEADFAST MF STEINER TX	\$129,495,237	\$129,495,237
4	1678844	RRE RIVERLODGE HOLDINGS LLC	\$114,000,235	\$114,000,235
5	1913652	S2 TINTARA LP	\$106,999,450	\$106,999,450
6	1814523	VERANDAH AT GRANDVIEW HILLS LLC	\$104,623,602	\$104,623,602
7	1752227	SONTERRA LUXURY APTS LLC	\$101,901,952	\$101,901,952
8	1670893	CANYON CREEK TEXAS LLC	\$94,112,273	\$94,112,273
9	1711483	MRG ATX HOLDINGS LLC	\$92,191,190	\$88,004,012
10	1673627	BELL FUND V FOUR POINTS LLC	\$78,084,776	\$78,084,776
11	1398638	CMS/COLONIAL MULTIFAMILY CANYON	\$74,282,963	\$74,282,963
12	1770051	NR TACARA AT STEINER RANCH LLC	\$71,914,926	\$71,914,926
13	1709457	PROMESA APARTMENTS LTD	\$65,395,423	\$65,395,423
14	1899645	MFREVF III CANYON CREEK LP	\$61,823,019	\$61,823,019
15	1603219	G&I VII FOUR POINTS LP	\$61,478,497	\$61,478,497
16	1926967	VEGAS SUN LLC	\$60,912,621	\$60,912,621
17	1670895	CANTEBREA CROSSING TEXAS LLC	\$60,774,148	\$60,774,148
18	1552169	CRLP ESCALON CANYON CREEK APTS	\$54,682,741	\$54,682,741
19	1589893	BDN FOUR POINTS LAND LP	\$53,175,563	\$53,175,563
20	1610290	TOLL AUSTIN TX II LLC	\$49,018,087	\$49,018,087
Total			\$1,769,320,482	\$1,765,133,304

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Consider Approval of Request for Qualifications (RFQ) for Architectural/Engineering Services for 2023 Building Program
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Jimmy Disler
Attachments: N/A

Background Information:

Administration would like to begin the Request for Qualifications (RFQ) process for Architectural/Engineering Services for the 2023 Building Program with the goal of bringing a recommendation for architect(s)/engineer(s) to the Board at its August 10, 2023 meeting.

The 2023 Building Program consists of the following projects:

Design for New Construction:

Science Materials Center and Special Education 18+ Facility
Middle School #10 (Actual Construction in future Bond)
High School #7 (Actual Construction in future Bond)
Early College High School (Actual Construction in future Bond)
Plant Services Mechanics Shop

Design for Additions and Renovations:

Leander High School - Masterplan Redesign
Grandview Hills Site - IT Broadband Network Node, South Transportation Center, Plant Services Ancillary Renovation

Administrative Recommendation:

It is recommended that the Board authorize the administration to begin the RFQ process for the selection of architect(s)/engineer(s) for the previously mentioned and described projects within the 2023 Building Program.

Sample Motion:

I move that the Board authorize the administration to begin the RFQ process for the selection of architect(s)/engineer(s) for the previously mentioned and described projects within the 2023 Building Program.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, May 11, 2023

Agenda Item: Consider Approval of Selection of Construction Delivery Method for 2023 Building Program

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

Administrator Responsible: Jimmy Disler

Attachments: N/A

Background Information:

Administration is recommending that the Board authorize the use of one-step Construction Management at Risk (CMAR) method for the 2023 Building Program. If the Board wishes to move forward with this method, it is the administration's goal to bring a recommendation for CMAR(s) to the Board at its August 10, 2023 meeting.

The 2023 Building Program consists of the following projects:

New Construction:

Elementary #31
Elementary #32
Science Materials Center and Special Education 18+ Facility
Middle School #10 (Actual Construction in future Bond)
High School #7 (Actual Construction in future Bond)
Early College High School (Actual Construction in future Bond)
Plant Services Mechanics Shop

Additions and Renovations:

Leander High School	Phase 1 of Masterplan, Modernization of Don Tew Performing Arts Center
Cedar Park High School	Modernization of campus, South Performing Arts Center
Vista Ridge High School	Modernization of campus
Running Brushy Middle School	Modernization of campus
Henry Middle School	Modernization of campus (Actual Construction in future bond)
Bagdad Elementary School	Modernization of campus
Grandview Hills Site	IT Broadband Network Node, South Transportation Center, Plant Services Ancillary Renovation

Administrative Recommendation:

It is recommended that the Board approve the one-step Construction Manager at Risk (CMAR) method for the 2023 Building Program and the Administration is to receive and rank the proposals, and bring back a recommendation to the Board of Trustees for approval.

Sample Motion:

I move that the Board approve the one-step Construction Manager at Risk (CMAR) method for the 2023 Building Program and the Administration is to receive and rank the proposals, and bring back a recommendation to the Board of Trustees for approval.