

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

August 27, 2020

A regular meeting of the Waco ISD Board of Trustees will be held on August 27, 2020, beginning at 6:00 PM in the boardroom of the Waco ISD Administration Building (501 Franklin Ave, Waco, TX 76701) and will also be available as a video and audio conference in accordance with the Governor's suspension of certain open-meeting requirements to mitigate the spread of COVID-19. The meeting will be broadcast live on WISD-TV (channel 17 on Spectrum and Grande Communications) and streamed live online at wacoisd.org/live.

Members of the public may offer public comments on an agenda item in person or submit written comments on an agenda item to be read during the meeting. Seating in the boardroom will be limited to maintain distance between those present, and attendees will be required to wear a mask that covers their mouth and nose. Individuals wishing to submit written comments in advance may do so by emailing joshua.wucher@wacoisd.org or by calling 254-261-5631 for assistance. Individuals submitting written comments are encouraged to include "public comment" in the subject line. Comments submitted in advance must be received before 10 p.m. on Wednesday, August 26, 2020.

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

AGENDA

Start: 6:04 PM

1. Call to Order

2. Closed Session (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)

A. CONSULTATION WITH ATTORNEY - 551.071

B. REAL PROPERTY - 551.072

3. Reconvene in Open Session

4. Public Comments on Agenda Item

5. Special Recognitions

A. Waco ISD Rise Award for Outstanding Community Partners - Greater Waco Chamber of Commerce

B. Greater Waco Chamber's Waco Under 40 Honoree

6. Superintendent's Report

A. COVID-19 Update

B. Back-to-School Registration

7. Consent Agenda: Consider and Take Appropriate Action

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K. Adult Meal Pricing Increase for the 2020-2021 School Year	68
L. Temporary Construction License, 1017 Elm Avenue, City of Waco Trustee et al, Beall Nelson Block 7, Lot B5	72
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N. Execution of Termination and Release of Sports and Recreational Complex Agreement	97
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8. Public Meeting to Discuss Budget and Proposed Tax Rate for the 2020-2021 Fiscal Year	107
Sheryl Davis	
9. Consider, Discuss, and Take Appropriate Action Regarding an Order Authorizing the Issuance of Waco Independent School District Unlimited Tax Refunding Bonds, Which May Be Issued in One or More Series; Levying a Tax and Providing for the Security and Payment Thereof, Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of One or More Purchase Contracts, Paying Agent/Registrar Agreements, and Escrow Agreements Relating to Such Bonds; Approving the Preparation of One or More Official Statements; and Enacting Other Provisions Relating Thereto	122
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10. Consider, Discuss, and Take Appropriate Action Regarding Adoption of the Budgets for the 2020-2021 Fiscal Year	183
Sheryl Davis	
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Jerry Allen	
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Sheryl Davis	
13. Consider, Discuss and Take Appropriate Action Regarding Administrator Contracts	224
Dr. Josie Gutierrez	

14. Review, Discuss, and Take Appropriate Action Regarding the Brazos High School Program

Evaluation

Lisa Garcia, N2 Learning

15. Announcements

Kyle DeBeer

16. Adjourn

End: 8:50 PM

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Lara Robertson

RE: Special Recognitions

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Background Information:

Waco ISD Award for Outstanding Community Partners
Greater Waco Chamber of Commerce

Waco ISD’s theme for the 2020-2021 school year is “Empower All. Value All.” The theme reflects the district's mission "to provide an educational foundation that empowers and values all." It celebrates learning and growing as students, professionals and individuals. Waco ISD recognizes that when individuals feel empowered and valued, their ability to overcome challenges, grow and succeed is strengthened. However, the district also recognizes that no individual or organization can thrive and accomplish their goals or mission alone. Instead, we are at our best when families, employees and the community join together to realize their shared hopes and dreams to empower and value all students and staff and support their future.

Waco ISD is blessed to have scores of community partners who are deeply invested in the district's students, staff and their success. Each month, the district is recognizing a community partner making a difference with the Waco ISD Award for Outstanding Community Partners.

In August, the district is recognizing the Greater Waco Chamber of Commerce.

The Greater Waco Chamber manages the LEAD (Leadership, Education and Development) program, a business and education partnership that pairs high school students with business leaders to foster mentoring relationships that educate and expose students to various business fields. In the 2019-2020 school year, nearly 100 students from Waco High and University High participated in the program. Twelve 2020 graduates from both high schools were awarded scholarships through their participation in the LEAD program totaling \$53,000.

The Chamber also hosts the Leadership Waco program, which identifies potential community leaders and provides them with information about various facets of our community. Several Waco ISD leaders have participated in the program, with

Dr. Rachelle Warren, assistant superintendent for student services and support, joining the newest class.

Additionally, the Chamber partners with and supports the Greater Waco Advances Manufacturing Academy and the Greater Waco Advanced Healthcare Academy, and their State of Public Education events have allowed Waco ISD leaders to participate in broader conversations across the community.

President/CEO Matt Meadors and Director of Leadership Development Rachel Martinez will be accepting the award virtually.

Greater Waco Chamber's Waco Under 40 Honoree

The Greater Waco Chamber's Waco Under 40 celebrates dynamic young leaders under the age of 40 from McLennan County. Earlier this summer the 33 nominees were announced for this year and included three Waco ISD connections - a district administrator, a campus principal and a high school rising senior. The nominees represented not only the young leaders who demonstrate a positive impact in their respective industries, but who also go beyond the call of duty by volunteering their personal time to give back to the community and strive to make Waco a better place to live.

On Friday, August 21, the Chamber announced 14 individuals as the 2020 Waco Under 40 honorees, with one of Waco ISD's three nominees selected for this outstanding honor. Now in its second year, the Waco Under 40 luncheon, currently scheduled for December 1, 2020, is an opportunity for the best and brightest from a diverse group of professions and causes to gather and receive much deserved recognition. The event recognizes selected honorees as rising young leaders who have distinguished themselves in their careers and in the community.

Greater Waco Chamber's Waco Under 40 Honoree

- Kyle DeBeer – Chief of Staff, Waco ISD

Fiscal Implications:

None

Administrative Recommendation(s):

Not applicable

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: July 27, 2020

Contact Person: Sheryl Davis

RE: Amendments to the 2019-2020 Budget

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Background Information:

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

Summary:

Amendment #090: General Fund

This amendment will increase funding for payments to the fiscal agent of a shared services arrangement, the Regional Day School for the Deaf, to cover a projected fund deficit resulting from a decrease in tuition rates. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Revenue/Function Description</u>
Source of Funds:	\$ 4,989,301	Instruction, Data Processing Services, Unassigned Fund Balance
Use of Funds:	\$ 4,989,301	State Program Revenue
Fund Balance Effect	Decrease	

Amendment #091: General Fund

This amendment will adjust budgets to reflect revenue losses, reduce expenditures due to the change in the instructional calendar, cover the net cost of positions added as a result of restructuring, and cover costs incurred in response to the pandemic. These adjustments are required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Revenue/Function Description</u>
Source of Funds:	\$ 3,856.679	State Program Revenue, Instruction, Curriculum and Instructional Staff Development, Student Transportation Services, Payments to Shared Services Arrangements
Use of Funds:	\$ 3,856,679	Local and Intermediate Source Revenue, Operating Transfers Out, Instructional Leadership, School Leadership, Health Services, Extracurricular Activities, General Administration, Payments to Juvenile Justice Alternative Education Program
Fund Balance Effect	None	

Amendment #092: Debt Service Fund

This amendment will adjust budgets to reflect correct distribution between local and state revenues and adjust debt service payments for the defeasance of bonds. These adjustments are required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Revenue/Function Description</u>
Source of Funds:	\$ 335,579	State Program Revenue
Use of Funds:	\$ 335,579	Local and Intermediate Source Revenue, Debt Service, Payments to Tax Increment Fund
Fund Balance Effect	None	

A copy of each amendment is attached for your review detailing line items to be adjusted.

Fiscal Implications:

Amendment #090 will have the effect of reducing the unassigned general fund balance by \$3,932,645.

Administrative Recommendation(s):

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

**WACO INDEPENDENT SCHOOL DISTRICT
AMENDMENT BUDGET FORM**

AMENDMENT # 091

CAMPUS OR DEPARTMENT: General Fund

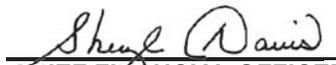
DATE: 7/27/2020

BUDGET CODE							A	B	C	D	
FD/YR	FNC	OBJ	SO	ORG	PRG	LOPT	DESCRIPTION	CURRENT APPROPRIATION	CURRENT ACCOUNT BALANCE	REQUESTED INCREASE (DECREASE)	AMENDED APPROPRIATION
199	00	5711	00	000	00	000	Taxes - Current Year Levy	(63,309,993)	(1,777,175)	1,638,940	(61,671,053)
199	00	5712	00	000	00	000	Taxes - Prior Years' Levies	(670,000)	153,451	(159,396)	(829,396)
199	00	5735	00	000	00	000	Tuition - Regular Day (Prekindergarten)	(169,000)	(76,963)	74,381	(94,619)
199	00	5742	00	000	00	000	Earnings on Temporary Investments	(1,060,000)	(161,767)	102,035	(957,965)
199	00	5746	00	000	00	000	Tax Increment Fund	(5,864,364)	(404,700)	400,275	(5,464,089)
199	00	5749	00	000	00	000	Other Local Revenue	(255,000)	(143,968)	138,982	(116,018)
199	00	5759	31	000	00	342	Other Extracurricular Activities-Athletics	(113,600)	(71,600)	71,600	(42,000)
199	00	5811	00	000	00	000	Per Capita Apportionment-Available School	(3,302,400)	(81,605)	(153,763)	(3,456,163)
199	00	5812	00	000	00	000	Foundation School Program Entitlement	(51,524,706)	(13,956,993)	(1,560,238)	(53,084,944)
199	00	8911	00	000	00	000	Operating Transfers Out	184,000	184,000	392,007	576,007
199	11	6119	00	002	11	000	Salaries-Teacher/Other Professionals	4,657,459	479,380	(258,188)	4,399,271
199	11	6119	00	003	11	000	Salaries-Teacher/Other Professionals	3,579,793	421,487	(254,282)	3,325,511
199	11	6119	00	043	11	000	Salaries-Teacher/Other Professionals	2,473,898	242,309	(124,166)	2,349,732
199	11	6119	00	044	11	000	Salaries-Teacher/Other Professionals	1,986,106	206,837	(112,640)	1,873,466
199	11	6119	00	103	11	000	Salaries-Teacher/Other Professionals	1,891,639	173,010	(82,024)	1,809,615
199	11	6119	00	105	11	000	Salaries-Teacher/Other Professionals	1,402,182	169,126	(103,847)	1,298,335
199	11	6119	00	106	11	000	Salaries-Teacher/Other Professionals	1,414,785	150,059	(83,103)	1,331,682
199	11	6119	00	107	11	000	Salaries-Teacher/Other Professionals	1,996,483	214,012	(119,646)	1,876,837
199	11	6119	00	112	11	000	Salaries-Teacher/Other Professionals	1,395,844	112,480	(44,538)	1,351,306
199	11	6119	00	116	11	000	Salaries-Teacher/Other Professionals	1,110,012	128,173	(76,193)	1,033,819
199	11	6119	00	120	11	000	Salaries-Teacher/Other Professionals	1,683,942	158,833	(78,092)	1,605,850
199	11	6119	00	121	11	000	Salaries-Teacher/Other Professionals	1,112,853	86,701	(32,375)	1,080,478
199	11	6119	00	127	11	000	Salaries-Teacher/Other Professionals	1,958,307	181,635	(87,576)	1,870,731
199	11	6119	00	129	11	000	Salaries-Teacher/Other Professionals	991,501	71,713	(23,015)	968,486
199	11	6119	00	130	11	000	Salaries-Teacher/Other Professionals	1,336,384	122,639	(58,382)	1,278,002

REASON FOR REQUEST: Amend budget to reflect revenue losses and changes in calendar days, cover net new positions added during restructuring and additional costs incurred in response to pandemic, and adjust for changes in functional expenditures.

Sheryl Davis
**BUDGET ADMINISTRATOR /
DEPARTMENT HEAD**

N/A
BUDGET COORDINATOR


CHIEF FINANCIAL OFFICER

10
YOU CANNOT REDUCE A BUDGET BY MORE THAN THE CURRENT ACCOUNT BALANCE AMOUNT.

**WACO INDEPENDENT SCHOOL DISTRICT
AMENDMENT BUDGET FORM**

AMENDMENT # 091

CAMPUS OR DEPARTMENT: General Fund

DATE: 7/27/2020

BUDGET CODE								A	B	C	D
FD/YR	FNC	OBJ	SO	ORG	PRG	LOPT	DESCRIPTION	CURRENT APPROPRIATION	CURRENT ACCOUNT BALANCE	REQUESTED INCREASE (DECREASE)	AMENDED APPROPRIATION
199	11	6119	23	116	23	000	Salaries-Teacher/Other Professionals	158,951	57,770	(52,413)	106,538
199	11	6119	23	120	23	000	Salaries-Teacher/Other Professionals	213,420	107,147	(101,521)	111,899
199	13	6119	17	999	99	000	Salaries-Teacher/Other Professionals	77,862	(81,128)	97,310	175,172
199	13	6499	98	999	99	000	Miscellaneous Operating Costs-Contingency	225,700	225,700	(150,700)	75,000
199	21	6119	15	999	99	000	Salaries-Teacher/Other Professionals	121,774	(66,987)	90,351	212,125
199	21	6119	16	999	99	000	Salaries-Teacher/Other Professionals	0	(68,097)	76,525	76,525
199	21	6119	17	999	99	000	Salaries-Teacher/Other Professionals	148,810	(93,814)	123,844	272,654
199	21	6119	23	999	23	000	Salaries-Teacher/Other Professionals	383,310	(85,241)	143,200	526,510
199	23	6119	00	002	99	000	Salaries-Teacher/Other Professionals	524,295	41,519	18,661	542,956
199	23	6144	00	003	99	000	Salaries-Teacher/Other Professionals	565,972	39,640	27,378	593,350
199	23	6144	00	002	99	000	TRS/TRS Care On-behalf Payments	0	(47,274)	56,284	56,284
199	23	6144	00	003	99	000	TRS/TRS Care On-behalf Payments	0	(46,568)	55,443	55,443
199	23	6144	00	043	99	000	TRS/TRS Care On-behalf Payments	0	(26,609)	31,680	31,680
199	23	6144	00	044	99	000	TRS/TRS Care On-behalf Payments	0	(25,803)	30,721	30,721
199	23	6144	00	103	99	000	TRS/TRS Care On-behalf Payments	0	(18,985)	18,985	18,985
199	23	6144	00	105	99	000	TRS/TRS Care On-behalf Payments	0	(13,580)	16,168	16,168
199	23	6144	00	106	99	000	TRS/TRS Care On-behalf Payments	0	(13,723)	16,339	16,339
199	33	6399	99	999	99	289	Other General Supplies & Materials	0	(153,985)	250,000	250,000
199	34	6311	66	999	99	000	Gasoline & Other Vehicle Fuels	324,735	159,580	(100,000)	224,735
199	36	6119	31	999	91	000	Salaries-Teacher/Other Professionals	105,866	(5,346)	18,663	124,529
199	36	6119	32	002	91	000	Salaries-Teacher/Other Professionals	191,884	3,008	19,607	211,491
199	36	6119	32	003	91	000	Salaries-Teacher/Other Professionals	199,342	3,865	19,541	218,883
199	41	6119	10	701	99	000	Salaries-Teacher/Other Professionals	284,296	(122,238)	164,465	448,761
199	93	6492	23	999	23	000	SSA - Payments to Fiscal Agent	940,000	600,000	(297,287)	642,713
199	95	6492	99	004	28	000	Payments to Fiscal Agents of Shared Svcs	694,000	40,000	20,000	714,000

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REASON FOR REQUEST: Amend budget to reflect revenue losses and changes in calendar days, cover net new positions added during restructuring and additional costs incurred in response to pandemic, and adjust for changes in functional expenditures.

Sheryl Davis
**BUDGET ADMINISTRATOR /
DEPARTMENT HEAD**

N/A
BUDGET COORDINATOR


CHIEF FINANCIAL OFFICER

11
YOU CANNOT REDUCE A BUDGET BY MORE THAN THE CURRENT ACCOUNT BALANCE AMOUNT.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Sheryl Davis

RE: Resolution Committing Unassigned General Fund Balance as of August 31, 2020

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Background Information:

Policy CE (Local), approved by the Board on August 25, 2010, allows for the commitment and assignment of fund balances for specific purposes. Attached is a resolution to commit an estimated \$4,895,003 of unassigned general operating fund balance for the following purposes:

- \$598,850 for building acquisition and construction;
- \$1,246,662 for bus replacements, including \$480,364 accumulated from the sale of buses to be used for future bus replacement; and
- \$3,049,491 for major maintenance and other projects.

Amounts shown reflect maximum amounts for these commitments. Committed fund balances will be adjusted pending final expenditures at August 31, 2020.

Funds may be committed for any outstanding deficit reflected in the internal services fund for self-funded health insurance and workers' compensation to cover liability exposures in excess of actuarially determined reserves and stop-loss insurance coverage. The total fund balance of Campus Activity Funds, reported in Special Revenue Funds shall also be committed to campus related activities.

Additionally, the performance contract, related to district campuses operated under Texas Education Code 42.2511, requires that any unspent Foundation School Program revenues generated by the campuses be restricted to future use by those campuses. At this time, the total under-expenditure is estimated to be \$1,600,757.

Purchase orders not received as of August 31, 2020 will be reported as assigned fund balance, since outstanding purchase orders demonstrate the District's intent to spend the resources.

Fiscal Implications:

This resolution potentially decreases the unassigned fund balance.

Administrative Recommendations:

The Administration recommends approval of a Resolution committing unassigned general operating fund balance for purposes described above.

**RESOLUTION
COMMITTING FUND BALANCE
OF THE WACO INDEPENDENT SCHOOL DISTRICT**

The Board of Trustees of the Waco Independent School District being convened in Regular Session at its regular meeting place within the boundaries of the Waco Independent School District, on the 27th day of August, 2020.

WHEREAS, the Governmental Accounting Standards Board (GASB) adopted Statement 54 (GASB 54), a standard for governmental fund balance reporting and governmental fund type definitions effective for fiscal years beginning after June 15, 2010; and

WHEREAS, the Waco Independent School District has elected to implement GASB 54 requirements, and to apply such requirements to its year ending August 31, 2020 financial statements; and

WHEREAS, the Board of Trustees of the Waco Independent School District have determined that a portion of the unassigned general operating fund balance should be allocated toward future capital construction, equipment, and other major improvement needs of the District;

NOW THEREFORE, BE IT RESOLVED that the Waco Independent School District Board of Trustees commits portions of its August 31, 2020 General Fund unassigned fund balance as follows:

- Committed Fund Balance – Construction \$ 598,850
 - Band Tower at Waco High School
 - Design Fees
 - Paul Tyson Stadium
 - Child Nutrition Services Refrigeration
- Committed Fund Balance - Capital Expenditures for Equipment 1,246,662
 - Buses
- Committed Fund Balance – Other 3,049,491
 - Major Maintenance and Other Projects
 - Asphalt
 - Flooring
 - HVAC
 - Irrigation
 - Lighting
 - Playgrounds/Canopies
 - Plumbing
 - Safety and Security Projects
 - Technology Infrastructure

BE IT ALSO RESOLVED: that the Waco Independent School District Board of Trustees commits any outstanding deficit reflected in the internal services fund for self-funded health insurance and workers' compensation to cover liability exposures in excess of actuarially determined reserves and stop-loss insurance coverage.

BE IT ALSO RESOLVED that the Waco Independent School District Board of Trustees commits the total fund balance of Campus Activity Funds, reported in the Special Revenue Funds, to projects related to campus activities.

BE IT ALSO RESOLVED: that the provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

INTRODUCED AND PASSED by the Waco Independent School District Board of Trustees, this 27th day of August, 2020.

Angela Tekell
President, Board of Trustees

Norman Manning
Secretary, Board of Trustees

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: S. Smith/D. McKethan

RE: Approve Bid Award for Career & Technology Supplies and Equipment

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Background Information:

Request for Proposal, RFP # 20-1161, for Career & Technology Supplies and Equipment, have been issued and opened for the purpose of creating a list of vendors that can be utilized by the Career & Technology Department for purchases on an as needed basis. The various programs within the Career and Technology Department have unique needs in delivering instructional support to the students in the following areas.

- Academy of Arts, AV, Technology & Communication (Video Production, Commercial Photography, Graphic Design, Animation)
- Academy of Automotive Technology
- Academy of Education & Training
- Academy of Law & Criminal Justice
- Academy of Business & Finance
- Academy of Culinary Arts
- Academy of Engineering
- Academy of Business & Marketing
- Academy of Health Science
- Academy of Architectural Design
- Academy of Construction Science
- Academy of Electronics & Robotics
- Academy of Welding
- US Army Junior Reserve Officer Training Corps

We received seventy-four responses to this bid. Those vendors have been compiled into a list for your review. Since all valid responses were accepted, there is no evaluation score sheets attached.

Fiscal Implications:

The cost of services will be charged to the appropriate campus/department budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the list of vendors for the purchase of Career & Technology Supplies and Equipment, as presented.

Career Technology Supplies, Equipment and Repairs

Responding Supplier	City	State
AAI Trophies & Awards	Plano	TX
AC Supply (Midwest Model Supply)	Maryland Heights	MO
ACP Direct (Affordable Computer Products)	Dallas	TX
Alamo Structural Steel	Waco	TX
AllData LLC	Elk Grove	CA
Anchorage Unlimited (Anchorage Medical Equipment & Supplies, LLC)	Grand Prairie	TX
AndyMark, Inc.	Kokomo	IN
Apogee Components, Inc.	Colorado Springs	CO
Arlington Camera Inc.	Arlington	TX
Audio Visual Aids Corp (Audio Visual Aids Company)	San Antonio	TX
Austin Ink	Waco	TX
Azbell Electronics Inc. (Billy Azbell Electronics Inc.)	Waco	TX
Barnes & Noble (Barnes & Noble Inc)	New York	NY
Brazos Media Technologies, LLC	Waco	TX
Buster's Industrial (JWB Industries, LLC)	Colleyville	TX
Camera Coach (Corey Dunigan)	Waco	TX
CareerCraft (CareerCraft LLC)	Austin	TX
CareerSafe LLC (K2Share LLC)	College Station	TX
Cengage Learning, Inc.	Mason	OH
CEV Multimedia, Ltd.	Lubbock	TX
Chaudhry Consulting, LLC	San Antonio	TX
Clever Items	Arlington	TX
Computer Dealers & Recyclers Global Inc. (CDR Global Inc.)	OKC	OK
Different Roads to Learning	New York	NY
DuPuy Oxygen & Supply, Company, Inc.	Waco	TX
Educational Outfitters (Educational Outfitters, Ltd)	Harker Heights	TX
Educators Depot Inc	Sugar Land	TX
Electronix Express (RSR Electronics Inc)	Rahway	NJ
Ellevation, LLC	Boston	MA
ETA hand2mind (hand2mind, Inc.)	Vernon Hills	IL
Express Booksellers (Express Booksellers, LLC)	Dallas	TX
Fisher Science Education (Fisher Scientific Co., LLC)	Hanover Park	IL
Follett School Solutions, Inc.	McHenry	IL
Gandy Ink (G & G Investments)	San Angelo	TX
Goodheart-Willcox Publisher (The Goodheart-Willcox Company, Inc.)	Tinley Park	IL
Gray Technologies	Dripping Springs	TX
Hole in the Roof Marketing (Hole in the Roof)	Waco	TX
HPI International	Brooklyn	NY
Infobase Learning (Facts on File DBA Infobase Learning)	New York	NY
Interactive Health Technologies	Austin	TX
IPEVO Inc	Sunnyvale	CA
Jack Nadel, Inc.	Culver City	CA
Johnson Supply	Houston	TX
Jones & Bartlett Learning, LLC	Burlington	MA
Keller Trophy & Awards	Keller	TX

RFP # 20-1161
Career Technology Supplies, Equipment and Repairs

Responding Supplier	City	State
Kellogg & Sovereign® Consulting, LLC	San Antonio	TX
Lab Resources, Inc.	Tomball	TX
Madcow Rocketry (Micoda Holdings, Inc.)	Laguna Hills	CA
Mastery Coding, Inc.	Los Angeles	CA
Maxiaids Inc	Farmingdale	NY
McGraw-Hill School Education, LLC	Columbus	OH
Midwest Technology Products (Midwest Shop Supplies Inc)	Sioux City	IA
O'Reilly Auto Parts (O'Reilly Auto Enterprises LLC)	Springfield	MO
OnPoynt (OnPoynt Unmanned Systems LLC)	Dallas	TX
Paxton/Patterson LLC	Chicago	IL
PENN STATE INDUSTRIES	Philadelphia	PA
PitscoEducation (Pitsco, Inc)	Pittsburg	KS
Pocket Nurse	Monaca	PA
Precision Business Machines, Inc.	DeSoto	TX
Public Missiles Ltd.	Grant Township	MI
S/P2 (U, Inc.)	Overland Park	KS
Savvas Learning Company LLC (Gateway Education Holdings LLC)	Paramus	NJ
School Life (imagestuff.com)	Spring	TX
School Specialty	Greenville	WI
Seeds to STEM	Dallas	TX
Sharp Business Systems	San Antonio	TX
Sweetwater Sound Inc	Fort Wayne	IN
SystemsGo	Fredericksburg	TX
Teaching Systems, Inc	Arlington	TX
Technical Laboratory Systems	Houston	TX
TFE (Technology For Education, LLC.)	Hewitt	TX
The Conover Company (Oakwood Solutions LLC)	Appleton	WI
The Lincoln Electric Company	Dallas	TX
VWR international, LLC - Ward's Science (VWR Funding, Inc.)	Rochester	NY

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: S. Smith/I. Carerra

RE: Approve Bid Award for HVAC Filters and Installation Services

=====

Background Information:

Competitive sealed Proposal, CSP # 20-1165, have been opened and evaluated for the purpose of awarding a contractor to install HVAC filters throughout the district. We received one response to this bid.

After the bid was considered, the Facilities and Maintenance staff determined that the lone proposer, Kleen-Air Filter Service & Sales offered a good value to the District and recommends that they be awarded as the approved vendor.

This bid will expire August 31, 2021 with three (3) additional one (1) year renewal options. The bid tabulation as well as a line item price per school is attached for your review.

Fiscal Implications:

The cost of these services will be charged to the Maintenance Department's contracted services budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the bid award for HVAC Filters and Installation Services to Kleen-Air Filter Service & Sales, as presented.

Event Number	20-1165	Organization	Waco ISD Purchasing
Event Title	HVAC Filter Installation Services	Workgroup	Purchasing
Event Description	This bid is being issued to solicit a qualified	Event Owner	Judy Monroe
Event Type	CSP	Email	judy.monroe@wacoisd.org
Issue Date	7/20/2020 05:30:10 PM (CT)	Phone	(254) 755-9458
Close Date	8/3/2020 10:00:00 AM (CT)	Fax	(254) 955-9688

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Kleen-Air Filter Service & Sales (Groesbeck		TX	8/3/2020 08:54:27 AM (CT)	31	\$69,003.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

CSP # 20-1165
HVAC Filters and Installation Services
Price by Line Item

1	Alta Vista - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,912.50	\$1,912.50	
2	Bells Hill - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$2,922.30	\$2,922.30	
3	Brook Avenue- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,285.20	\$1,285.20	
4	Cedar Ridge - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$2,417.40	\$2,417.40	
5	Crestview - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$2,004.30	\$2,004.30	
6	Dean Highland- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities,						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,637.10	\$1,637.10	
7	Hillcrest PDS- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,055.70	\$1,055.70	
8	J.H. Hines- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,514.70	\$1,514.70	
9	Kendrick- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,453.50	\$1,453.50	

CSP # 20-1165
HVAC Filters and Installation Services
Price by Line Item

10	Lake Air Montessori- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,698.30	\$1,698.30	
11	Mountainview - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities,						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,637.10	\$1,637.10	
12	Parkdale - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$2,126.70	\$2,126.70	
13	Provident Heights - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities,						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,315.80	\$1,315.80	
14	South Waco - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$2,601.00	\$2,601.00	
15	West Avenue - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities,						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,086.30	\$1,086.30	
16	Cesar Chavez - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$5,247.90	\$5,247.90	
17	G.W. Carver - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$4,284.00	\$4,284.00	
18	Indian Spring - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$3,228.30	\$3,228.30	

CSP # 20-1165
HVAC Filters and Installation Services
Price by Line Item

19	Tennyson - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$2,371.50	\$2,371.50	Price is to use Waco ISD lift to change the filters
20	Brazos High- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,025.10	\$1,025.10	
21	Greater Waco Advanced Health Care Academy- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,851.30	\$1,851.30	
22	G.L. Wiley - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$918.00	\$918.00	
23	University High- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities,						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$8,491.50	\$8,491.50	
24	Waco High- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$8,369.10	\$8,369.10	
25	Administration Building Technology- Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$2,692.80	\$2,692.80	
26	Child Nutrition Department Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$122.40	\$122.40	
27	Maintenance Department Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required						
	Supplier	QTY	UOM	Estimated	23 Unit Price	Extended	Supplier Notes
	Kleen-Air Filter Service & Sales (Allis 1		Annual		\$933.30	\$933.30	

CSP # 20-1165
 HVAC Filters and Installation Services
 Price by Line Item

28 Police Department Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities,

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Kleen-Air Filter Service & Sales (Allis 1		Annual		\$1,499.40	\$1,499.40	

29 Sports Complex - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities,

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Kleen-Air Filter Service & Sales (Allis 1		Annual		\$306.00	\$306.00	

30 Warehouse - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of filter. To see required quantities, see

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Kleen-Air Filter Service & Sales (Allis 1		Annual		\$244.80	\$244.80	

31 Greater Waco Advanced Manufacturing Academy - Please enter the annual cost to provide HVAC Filter Installation Services for this location. Must list brand name of

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Kleen-Air Filter Service & Sales (Allis 1		Annual		\$749.70	\$749.70	

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: S. Smith/J. Allen

RE: Approve Bid Award for Network Switches and Installation Services

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Background Information:

Request for Proposal, RFP # 20-1168, has been issued and opened for the purpose of soliciting a contractor that can provide a turn-key project for installing switches at the following eight (8) campuses; Alta Vista, Brook Avenue, Hillcrest, Mountainview, Parkdale, Provident Heights, South Waco and West Avenue. These additional switches are needed for the District to expand security to these campuses, allowing additional security cameras to be installed via the networked system.

The District received five (5) proposals for this bid. After the Technology Department evaluated the bid responses, NetSync is being recommended as the vendor offering the best value to the District as well as offering products as specified in the RFP.

A Bid Tabulation and Evaluation Scoresheet is attached for your review.

Fiscal Implications:

The cost for these services and equipment will come from the Information Technology departmental budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the bid award to NetSync for Network Switches and Installation Services, as presented.

RFP # 20-1168
 Bid Tabulation
 Network Switches and Installation Services

PRICING	Layer 3 Communications	Netsync	Red River Technology	TFE	Wirestar Network
Total Cost of Switches	\$ 119,469.60	\$ 155,763.60	\$ 165,633.36	\$ 187,501.20	\$ 113,902.80
Cabinet Mounting Hardware		\$ 175.85	33.80/unit		\$ 162.00
Configuration & Installation	\$ 6,600.00	\$ 9,457.60	\$ -	\$ 6,940.67	\$ 3,400.00
Other Charges not listed above			None		
Discription of other charges					
Total Turn-Key Price:	\$ 126,069.60	\$ 165,397.05	\$ 178,846.16	\$ 194,441.87	\$ 117,464.80

Network Switches and Installation Services

Evaluation Criteria	Max Points	Layer 3 Communications	Netsync Network	Red River Technology	TFE	Wirestar Network
The Purchase Price:	35	32.61	24.86	22.99	21.14	35.00
Experience And Reputation:						
Experience doing this type of business	10					
Average		10.00	10.00	10.00	10.00	10.00
Experience doing business with other Texas school Districts	15					
Average		8.63	12.33	6.88	3.50	7.50
Experience doing business with Waco ISD	10					
Average		0.00	10.00	0.10	10.00	0.00
Quality of Goods and Services:						
Based on external references provided	15					
Average		9.12	9.00	10.00	0.00	8.83
Extent on which the goods and services meet the District's needs	10					
Average		7.75	10.00	10.00	10.00	7.08
Past Experience providing Goods and Services to Waco ISD	5					
Average		1.00	5.00	0.17	4.83	0.00
Total		69.11	81.19	60.14	59.47	76.41

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: S. Smith

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

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Background Information:

In April 2020, the Board approved a change in Board Policy CH (Local) that requires all purchase requests over \$50,000 to be approved by the Board of Trustees prior to obligation. These purchases will be made under a pre-existing bid, purchasing cooperative, or allowed professional service. The following purchase requests have been made as of August 27, 2020:

Purchase Request to Exceed \$50,000 through an Education Service Center

- Region 11 Education Service Center - Technology Resources Education Consortium (TREC) \$73,650.00. The Waco ISD utilizes this consortium to purchase the Follett Destiny Library Manager and Follett Destiny Resource Manager. This software package provides for an inventory and check-out system for library books, textbooks, and district assets such as laptops. License period: 9/1/2020 – 8/31/2021.

Purchasing Cooperatives

Trane – Omnia Purchasing Cooperative - \$ 64,188.00. This purchase provides a Water Treatment/Chiller Maintenance Agreement for inspecting, servicing and maintaining all District Chillers throughout the District on an annual basis. Contract period: 9/1/2020 – 8/31/2021.

Trane – Omnia Purchasing Cooperative – \$ 77,592.00. This purchase provides all chiller inspections throughout the District on an annual basis. Contract period: 9/1/2020 – 8/31/2021.

Fiscal Implications:

The cost of these purchases will be charged to the appropriate campus or departmental budget.

Administrative Recommendation(s):

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

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: S. Smith/R. McDurham

RE: Cost Share Agreement for Communities-in-Schools Services

=====

Background Information:

The Waco ISD and Communities-in-Schools of the Heart of Texas (CIS) are entering into a cooperative effort to provide school-based support services to students and their families in order to increase their level of academic success. CIS is a thoroughly evaluated dropout prevention program with a foundation of integrated student support systems. CIS will provide intensive case-management and family support to at-risk students throughout the academic year. The CIS model utilizes the full array of the following six (6) component services:

- Supportive guidance and counseling
- Health and human services
- Academic support
- Enrichment activities
- Parent and family engagement
- Career and college readiness.

The eleven schools receiving CIS support services are Alta Vista Elementary, Bell's Hill Elementary, Cedar Ridge Elementary, J. H. Hines Elementary, Provident Heights Elementary, G. W. Carver Middle School, Cesar Chavez Middle School, Indian Spring Middle School, Tennyson Middle School, University High School, and Waco High School. Additionally, Provident Heights Elementary, Indian Spring Middle School, and Waco High School will be provided with six full-time professional staff under the Community Youth Development program.

CIS agrees to pay \$405,083, which represents 57% of the total cost of \$710,083.

This cost share agreement will be effective September 1, 2020 through August 31, 2021, and is automatically extended for one calendar year on the first day of every August, unless one or both parties request modification of, or cancellation of the agreement prior to June 30th of any year. Either party may cancel the agreement if thirty day's written notification is provided to the other party.

A copy of the agreement, the CIS budget, and a report summarizing activities for the 2019-2020 school year are attached for your review.

Fiscal Implications:

Waco ISD will assume a total of \$305,000 which represents 43% of the total cost associated with the implementation of CIS programming on eleven (11) campuses. The District will pay CIS in ten equal installments of \$ 30,500. Campuses receiving the services have set-aside the funds in their 2020-2021 budgets.

Administrative Recommendation(s):

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



**Contract for Communities In Schools of the Heart of Texas Support Services
2020-2021 School Year**

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

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

Parties to Contract

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

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

In support of this contract, CIS shall:

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

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

In support of this contract, the District shall:

1. Facilitate and support the implementation and adherence to CIS program requirements on each campus served by CIS.
2. Allow CIS Staff to obtain written parental consent to access student records and render services using the official Texas Education Agency Parent Consent and Release of Information forms.
3. Allow CIS, with written parental consent, access to student information such as school records, test scores, attendance, free/reduced lunch status, at-risk list, public assistance status, and grades through access to all necessary student databases including but not limited to: Eduphoria, TEAMS, TxEIS, etc.
4. Allow CIS, in the absence of written parental consent, but acting at the request and on behalf of the District/Campus, access to student information in order to provide services. This allows the local CIS program to provide crisis type services, at the request of a school official, until a signed Parental Consent- Release of Information (PC-ROI) form is obtained.
5. Identify CIS as a Contract Provider who will be granted access to student data and listed in the District’s FERPA notification to parents, i.e.; “Code of Conduct Book”, “Student Handbook”, etc.
6. Include CIS as a partner in addressing dropout issues and is so written into the District and Campus Improvement Plans (note: TEA requires that CIS be included in the District and Campus Improvement Plans).
7. Provide each CIS Staff with office space, to include: a computer with internet and District software programs access (to facilitate communication and student data retrieval), office furniture, phone, printer/access to a printer, janitorial services, maintenance/repair, and utilities.

REVENUE	
Texas Education Agency & Other Sources	\$34,553
ISD Cost Share Per Campus	\$30,000
Total	\$64,553



Communities In Schools of the Heart of Texas Site Budget

Line Item	Amount	Notes
SALARIES		
Site Coordinator	\$35,000	100% of salary (this is the average Site Coordinator's salary)
Program Administration	\$8,575	Directors and Data Entry
TOTAL	\$43,575	
FRINGE		
	\$10,326	Taxes, Health Insurance, Etc.
TOTAL	\$10,326	
GENERAL		
Supplies/Postage	\$200	General Office and Postage Supplies
Student Supplies	\$300	Backpacks, School supplies, Clothes, etc.
Criminal Background Check	\$109	Finger print criminal history check
Telephone	\$126	Office Phone
Travel	\$240	Local Travel
Training	\$200	Staff Training and Professional Development
Rent	\$134	Office Rent
TOTAL	\$1,309	
OTHER		
Printing/Media	\$28	Business Cards, Name tags, CIS Branded Items
Work Study	\$245	Tutoring Managers
Special Activities	\$300	Fields Trips and other Enrichment Activities
Professional Liability Insurance	\$301	Insurance for Campus staff
TOTAL	\$874	
ADMINISTRATIVE		
	\$8,469	Administrative Costs
TOTAL	\$8,469	
	\$64,553	

Waco ISD Report

2019-2020 CIS-HOT Student Outcomes*

CIS-HOT students promotion rate	<u>97%</u>
CIS-HOT eligible senior graduation rate	<u>99%</u>
CIS-HOT students improved in targeted service area	<u>83%</u>
CIS-HOT students stayed in school	<u>100%</u>

*Official outcomes from TEA are not released until September 2020

2019-2020 School Year Service Report

Students served with the national CIS model of case management	<u>2,236*</u>
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*12.5% increase from the 2018-2019 school year

Most Common Services Provided

of Service Hours*

○ Supportive Guidance Services	<u>19,963</u>
○ Mentoring/Tutoring	<u>2,793</u>
○ Academic Support/Tutoring Services (all subjects)	<u>6,866</u>
○ Health & Human Services	<u>5,183</u>
○ Basic Needs Assistance	<u>3,742</u>
○ Enrichment Activities	<u>5,002</u>
○ College & Career Readiness	<u>3,402</u>
○ Parent & Family Engagement	<u>3,778</u>

*Total Service Hours Provided: 48,050



Waco Independent School District Board Meeting
Special Meeting held via videoconference and broadcast on cable channel 17
Thursday, July 16, 2020

1. Call to Order

President Angela Tekell called the meeting to order at 6:07 PM

Board Members Present: President Angela Tekell, Vice President Allen Sykes, Secretary Norman Manning, Cary DuPuy, Jose Vidana, Stephanie Korteweg and Robin Houston

Board Members Absent: None

2. Closed Session (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)

A. PERSONNEL - SECTION 551.074

3. Reconvene in Open Session

Closed session was moved to the end of the agenda. The Board went into closed session at 8:39 PM and reconvened only to adjourn.

4. Public Comments on Agenda Item

Comments from the following members of the public were read by Josh Wucher: Marty Van Wagner, Avra Merrit, John Smith, Lovie Langston, Rachel Crawford, W.J. Pearson, Albert Gene Bell, Crisarla Houston, Jaja Chen, Jimmy Jones, Michael Moulds, Todd Nafe, Mary Duty, Haley Nafe and Ashley Bean Thornton. All comments were in regard to item 7 on the agenda.

5. Superintendent's Report

A. Introduction of Principal of Provident Heights Elementary

Courtney Whitaker was introduced as the next principal of Provident Heights Elementary School.

B. Introduction of Principal of Parkdale Elementary

Lena Ortiz was introduced as the next principal of Parkdale Elementary School.

C. Introduction of Director of Accountability Systems

Denise Bell was announced as the Director of Accountability Systems and Data Analysis.



6. Consent Agenda: Consider and Take Appropriate Action

A. 2020-2021 Student Code of Conduct (SCC)

No questions were asked about this item.

B. 2020-2021 Student Handbook

No questions were asked about this item.

Stephanie Korteweg moved to approve the consent agenda, as presented. Jose Vidana seconded the motion and passed, 7-0.

7. Review and Discuss Planning for the 2020-2021 School Year

Presenter: Dr. Susan Kincannon

Dr. Kincannon reviewed the results of surveys of families and teachers, a plan to offer families the choice of in-person or remote instruction, and numerous health and safety measures to prevent the spread of the virus on Waco ISD's campuses.

8. Review and Discuss Budget Planning Update

Presenter: Sheryl Davis

Ms. Davis gave a brief update on the preliminary budget for the 2020-2021 fiscal year.

9. Review, Discuss and Take Appropriate Action Regarding Administrator Contracts

Presenter: Dr. Josie Gutierrez

Joi Jenkins was recommended as an assistant principal at Tennyson Middle School.

Robin Houston moved to approve the administrator contract for Joi Jenkins. Stephanie Korteweg seconded the motion which passed, 7-0.

10. Review, Discuss and Take Appropriate Action Regarding the 2020-2021 Compensation Plan

Presenter: Dr. Josie Gutierrez

During the spring of 2020, TASB HR Services conducted a thorough examination of Waco ISD's pay systems and presented information to the Board on June 11, 2020. Based in part on that review, the Administration recommended a \$550 salary increase for each employee paid on the teacher schedule (equivalent to an average increase of 1% of the midpoint) and an increase equal to 1% of the midpoint of each pay grade for all other employees.

Allen Sykes moved to approve the salary increases and pay schedules, as presented. Cary DuPuy seconded the motion which passed, 7-0.



11. Consider, Discuss and Take Appropriate Action Regarding the Superintendent’s Salary

Angela Tekell proposed a 1% increase in the superintendent’s salary, which is the same rate as other employees.

Angela Tekell moved to approve a 1% salary increase for the Superintendent. Allen Sykes seconded the motion and was passed, 7-0.

12. Announcements

Presenter: Kyle DeBeer

Kyle DeBeer announced that the deadline to apply for P-EBT benefits has been extended through July 31.

13. Adjourn

The meeting was adjourned at 9:21 PM.



Waco Independent School District Board Meeting
Regular Meeting held via videoconference and broadcast on cable channel 17
Thursday, July 23, 2020

1. Call to Order

President Angela Tekell called the meeting to order at 6:02 PM

Board Members Present: President Angela Tekell, Vice President Allen Sykes, Secretary Norman Manning, Cary DuPuy, Jose Vidana, Stephanie Korteweg and Robin Houston

Board Members Absent: None

2. Public Comments on Agenda Item

Josh Wucher read comments from Haley Nafe and Rebekah Raabe regarding item 8 on the agenda.

3. Special Recognitions

A. Achieve3000 Top Performers - Dean Highland Elementary School

One student from Mr. Greg Oubre's third grade class at Dean Highland Elementary School, Aniyah Valdez, earned the highest weekly score in the state in the Achieve3000 Reading Program, while Ilan Capetillo earned the highest weekly score in the world.

B. Greater Waco Chamber's Waco Under 40 Nominees

The Greater Waco Chamber's Waco Under 40 celebrates dynamic young leaders under the age of 40 from McLennan County. Three of the nominees are Kyle DeBeer, Chief of Staff; Lindsey Helton, Alta Vista Elementary principal and Izabel Weaver, Waco High School senior.

C. Waco ISD Rise Award for Outstanding Community Partners - Waco-McLennan County Public Health District

In July, the district recognized the Waco-McLennan County Public Health District for worked consistently with district staff to identify best practices to prevent the spread of COVID-19 and to respond in the event of positive cases in the district. Preparedness Coordinator Stephanie Alvey and epidemiologists Lacey Sanders and Brianna Proctor accepted the award virtually.



4. Superintendent's Report

A. State Reading Academies

House Bill 3, which was passed during the last legislative session, requires all teachers in kindergarten through third grade and all elementary principals to attend the Texas Reading Academy within 3 years. This month, approximately 200 kindergarten and third grade teachers completed 5 of the twelve required modules.

B. 2020-2021 District Theme: “Empower All. Value All.”

On May 28, the Board adopted new vision and mission statements. (The vision of Waco ISD is to grow students and staff to create a better future for all, and the mission of Waco ISD is to provide an educational foundation that empowers and values all.) In alignment with the new mission statement, Dr. Kincannon’s theme for the 2020-2021 school year is “Empower All. Value All.”

C. Administrative Retreat

The annual administrative retreat is scheduled for July 28-30, 2020 and will provide an opportunity for 130 district and campus leaders to apply the concepts of design thinking to the mission statement. Dr. Julie Schell and Professor Tamie Glass from the University of Texas will facilitate the retreat with a focus on the importance of belonging.

D. Feedback from Families and Staff on Proposed Plan for 2020-2021 School Year

On July 21, Dr. Kincannon hosted a virtual town hall for our families to discuss plans for the next school year. The event was a success with 1,779 people participating by phone in English and 243 people participating by phone in Spanish. In addition, 459 people watched at least part of the event live at wacoisd.org/townhall, and more than 5,000 people have watched at least part of the event on Facebook.

5. Consent Agenda: Consider and Take Appropriate Action

A. Amendments to the 2019-2020 Budget

No questions were asked about this item.

B. Bid Award for Music Supplies, Equipment, and Services

No questions were asked about this item.

C. Bid Renewal for Courier Services

No questions were asked about this item.

D. Bid Renewal for Security Patrol Services

No questions were asked about this item.



E. Job Order Contract Renewal for Data Wiring and Installation Services

No questions were asked about this item.

F. Job Order Contract Renewal for Electrical Services

No questions were asked about this item.

G. Job Order Contract Renewal for Floor Covering Services

No questions were asked about this item.

H. Job Order Contract Renewal for General Construction Services

No questions were asked about this item.

I. Job Order Contract Renewal for HVAC Repairs and Installation Services

No questions were asked about this item.

J. Job Order Contract Renewal for Plumbing Services

No questions were asked about this item.

K. Job Order Contract Renewal for Refrigeration Services

No questions were asked about this item.

L. Job Order Contract Renewal for Roof Repair Services

No questions were asked about this item.

M. Interlocal Purchasing Cooperative Agreement between Waco ISD and the Education Service Center (ESC) Region 10, Equalis Group Purchasing Program

No questions were asked about this item.

N. Purchases in Excess of \$50,000 Under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Services

No questions were asked about this item.

O. Renewal of Interlocal Participation Agreement with Texas Association of School Boards (TASB) for General Liability and Commercial Auto Liability Coverage for 2020-2021

No questions were asked about this item.

P. Renewal of Interlocal Participation Agreement with Texas Association of School Boards Risk Management Fund for Workers' Compensation Coverage for 2020-2021

No questions were asked about this item.



Q. Renewal of Property Insurance and Other Property Related Insurance Coverage

No questions were asked about this item.

R. Interlocal Cooperation Agreement and Fiscal Agent Contract between the McLennan County Challenge Academy and Participating Districts for the 2020-2021 School Year

No questions were asked about this item.

S. Memorandum of Understanding between the Waco Independent School District and Partner School Districts Setting the Tuition and Building Fee Rates for the Greater Waco Advanced Manufacturing and Health Care Academies for the 2020-2021 School Year

No questions were asked about this item.

T. Memorandum of Understanding between Waco ISD and the Economic Opportunities Advancement Corporation (EOAC) for Head Start Programming for the 2020-2021 School Year

No questions were asked about this item.

U. Notice of Intent to Apply for the Elementary and Secondary Emergency Relief (ESSER) Grant under the Coronavirus Aid, Relief, and Economic Security (CARES) Act

No questions were asked about this item.

V. Monthly Financial Reports for the Period Ended June 30, 2020

No questions were asked about this item.

W. School District Teaching Permit for Selected Teacher Candidate to Teach a Non-Core Academic CTE Course

No questions were asked about this item.

X. Set Trustee General Election for District 3, Place 3 and At-Large, Place 7 for Tuesday, November 3, 2020, and Approve the Order of Election (Establecer la Elección General para el Distrito 3, Lugar 3 y En General, Lugar 7 para el martes, 3 de noviembre, del 2020, y Aprobar la Orden de la Elección)

No questions were asked about this item.

Y. Set Trustee Special Election for the Unexpired Term for At-Large, Place 6 for Tuesday, November 3, 2020, and Approve the Order of Election (Establecer la Elección Especial para los Término No Vencido para En General, Lugar 6 para el martes, 3 de noviembre, del 2020, y Aprobar la Orden de la Elección)



No questions were asked about this item.

Z. Board of Trustees Meeting Minutes:

- 1. March 31, 2020 - Emergency**
- 2. April 23, 2020 - Regular**
- 3. May 21, 2020 - Workshop**
- 4. May 28, 2020 – Regular**

No questions were asked about this item.

Allen Sykes moved to approve the consent agenda, as presented. The motion was seconded by Jose Vidana and approved by a vote of 7-0.

6. Review, Discuss and Take Appropriate Action Regarding Administrator Contracts

Presenter: Dr. Josie Gutierrez

Stephanie Korteweg moved to approve the administrator contract of Areli Lopez, assistant principal at Provident Heights Elementary. The motion was seconded by Robin Houston and passed, 7-0.

7. Review, Discuss and Take Appropriate Action Regarding the Schematic Design for the Paul Tyson Field Replacement Project

Presenter: Jarrod Sterzinger, O’Connell Robertson Architects

Jarrold Sterzinger, principal architect with O’Connell Robertson, provided an overview of the schematic design for the Paul Tyson Field Replacement Project, including associated timelines. While the conveyance of property needed to advance the project was still in progress, the Board was asked to approve the schematic design so that the architectural firm can move to the next step in the planning process and keep the project on schedule for an anticipated opening for the fall of 2021.

Stephanie Korteweg made a motion to approve the schematic design for the Paul Tyson field replacement project. The motion was seconded by Jose Vidana and passed, 7-0.

8. Review, Discuss and Take Appropriate Action Regarding Revisions to the 2020-2021 Instructional Calendar

Presenter: Dr. Susan Kincannon

In January, the Board adopted a calendar that set August 18, 2020 as the first day of school for the 2020-2021 school year with classes ending on May 27, 2021. A revised calendar with students starting on September 8, 2020 and ending on June 10, 2021 was presented for the Board’s consideration.



Stephanie Korteweg moved to approve the revised 2020-2021 instructional calendar, as presented. The motion was seconded by Robin Houston and passed with a 6-1 vote. Norman Manning voted against the motion.

9. Review, Discuss and Take Appropriate Action Regarding the Ratification of Stipends for Teachers for Technology Professional Development

Presenter: Dr. Susan Kincannon

Prior to the meeting, Dr. Kincannon exercised the authority delegated to her by the Board to approve a one-time stipend of \$500 for each teacher, who completes four days of online professional development in Google Suite for Education Level 1 and 2, Effective Online Instructional Practices, and See Saw or Canvas. To receive the stipend, teachers must complete the training prior to the start of their contracts.

Stephanie Korteweg moved to approve the ratification of stipends for teachers for technology professional development. Allen Sykes seconded the motion and it passed, 7-0.

10. Review, Discuss, and Take Appropriate Action Regarding Waco ISD's Asynchronous Remote Instruction Plan to the Texas Education Agency

Presenter: Dr. Susan Kincannon

To offer students remote instruction, the district must submit a letter of intent to the Texas Education Agency before the first day of instruction and a formal plan for asynchronous instruction by October 1, 2020. The plan must be accompanied by attestations that the district is providing an appropriate structure to support students in lieu of classroom instruction including provisions for the instructional schedule, material design, student progress and implementation.

Stephanie Korteweg moved to pre-approve submission of the asynchronous remote instruction plan and authorize the superintendent to make any related attestations to the Texas Education Agency, as presented. The motion was seconded by Robin Houston and passed with a 6-1 vote. Norman Manning voted against the motion.

11. Announcements

Presenter: Kyle DeBeer

Mr. DeBeer announced that some current and past students of Waco ISD are working with Creative Waco's *Safe Waco* campaign to paint murals around the city, including on the windows of the administration building.

12. Adjourn

The meeting was adjourned at 7:17 PM.



Waco Independent School District Board Meeting
Special Meeting held via videoconference and broadcast on cable channel 17
Thursday, June 11, 2020

1. Call to Order

President Angela Tekell called the meeting to order at 6:03 PM

Board Members Present: President Angela Tekell, Vice President Allen Sykes, Secretary Norman Manning, Cary DuPuy, Jose Vidana, Stephanie Korteweg and Robin Houston

Board Members Absent: None

2. Public Comments on Agenda Item

None received.

3. Consent Agenda: Consider and Take Appropriate Action

A. Purchases in Excess of \$50,000 Under Pre-Existing Bid or Purchasing Cooperative

No questions were asked about this item.

B. Cooper Foundation Trustee Election

No questions were asked about this item.

C. COVID-19 Missed School Day Waiver

No questions were asked about this item.

D. Low Attendance Day Waiver

No questions were asked about this item.

E. Reading Diagnostic Instrument Requirement Waiver

No questions were asked about this item.

F. Cardiopulmonary Resuscitation (CPR) Instruction Requirement Waiver

No questions were asked about this item.

Cary DuPuy made a motion to approve the consent agenda, as presented. Stephanie Korteweg seconded the motion, and it passed, 7-0.



4. Superintendent's Report

A. Waco ISD's Response to COVID-19

Dr. Kincannon reported on the work of a 50-member task force convened to develop instructional options for the 2020-2021 school year. The task force includes teachers as well as campus and district administrators and community representatives and has divided into three working groups (one each for elementary, middle and high school). Each task force member is conducting empathy interviews with three parents and/or students to gain insight into what it felt like to be a parent or a student during the closure as well as to examine what did and did not work. Also, the state has purchased a large quantity of personal protective equipment for the upcoming school year, and at this time, Waco ISD was slated to receive 136,120 disposable masks, 65,596 gloves, 112 thermometers and 1400 gallons of hand sanitizer.

5. Review and Discuss the Texas Association of School Board's Staffing Study

Presenter: Zachary Hobbs, Assistant Director of HR Services

Waco ISD engaged the HR Services Division of the Texas Association of School Boards (TASB) to conduct an employee staffing review. This presentation provided a summary of findings from the staffing review that was conducted during the spring semester. The recommendations presented were determined through a process that included data collection, analysis, and models for improvement. The TASB team also used benchmarking as part of the analysis process to focus options towards the identification and implementation of best practices. TASB's recommendations for alternative models were intended as information for decision makers.

6. Review and Discuss the Texas Association of School Board's Compensation Study

Presenter: Jennifer Barton, Compensation Consultant

Waco ISD also engaged the HR Services Division of the Texas Association of School Boards (TASB) to conduct a pay system review or compensation study. This presentation provided market comparisons, recommendations and cost models that were derived as a result of the review conducted during the Spring 2020 semester. As part of the study, the TASB HR Services team also engaged in a comprehensive process that included data collection, market pay reviews, and models for improvement. Recommendations and cost models provided were intended as information for decision makers. Teacher Incentive. She also stated that the goal was to get salaries approved earlier than usual.

7. Review and Discuss General Fund Budget Estimates

Presenter: Sheryl Davis



Ms. Davis gave a brief update on the status of the District's General Fund for the 2019-2020 fiscal year as well as preliminary property values and revenue and expenditure estimates for 2020-2021.

8. Review and Discuss FNCA(LOCAL) First Reading

Presenter: Dr. Rachelle Warren

Board Policy FNCA (LOCAL) establishes the District's student dress code. After conversations with principals and other stakeholders, the student services department recommended revising the policy to eliminate campus-specific standard modes of dress. (The proposed change also would remove the process for implementing uniforms. However, no campuses currently require students to wear uniforms.)

9. Announcements

Kyle DeBeer announced that the Pandemic EBT will close applications on June 30, 2020.

10. Adjourn

The meeting was adjourned at 8:28 PM



Waco Independent School District Board Meeting
Special Meeting held via videoconference and broadcast on cable channel 17
Thursday, June 25, 2020

1. Call to Order

President Angela Tekell called the meeting to order at 6:08 PM

Board Members Present: President Angela Tekell, Vice President Allen Sykes, Secretary Norman Manning, Cary DuPuy, Jose Vidana, Stephanie Korteweg and Robin Houston

Board Members Absent: None

2. Closed Session (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)

A. CONSULTATION WITH ATTORNEY - 551.071

B. REAL PROPERTY - 551.072

C. PERSONNEL - SECTION 551.074

3. Reconvene in Open Session

The Board reconvened in open session at 7:27 PM.

4. Public Comments on Agenda Item

There were no public comments submitted.

5. Special Recognitions

This item was taken out of order.

A. Waco ISD Adopt-a-School Partnership Awards

Each year, the district recognizes its partners with a celebratory event at the conclusion of the year to honor all partners and recognize that year's recipients of the Adopt-a-School partnership awards. Although an in-person event was not able to be held for the 2019-2020 school year, the following individuals, businesses and organizations were honored for their outstanding efforts to support the students and staff of Waco ISD through their partnerships.

Outstanding Partnership - Elementary

St. Alban's Episcopal Church with Cedar Ridge Elementary School

Outstanding Partnership - Secondary

McLennan Community College with Waco High School



Outstanding Business Coordinator - Elementary

Donna Ondrey (H-E-B, Wooded Acres) with Parkdale Elementary School and Crestview Elementary School

Outstanding Business Coordinator - Secondary

Zach Depew (Tractor Supply) with Cesar Chavez Middle School

Outstanding Volunteer - Elementary

Brad Livingstone with West Avenue Elementary School

Outstanding Volunteer - Secondary

Dr. Dann Walker with Cesar Chavez Middle School

Outstanding School Coordinator

Travis Cheatham, Indian Spring Middle School

Golden Apple Award: Mentoring

First Baptist Church of Waco with Bell's Hill Elementary School

Golden Apple Award: Tutoring

Bonnie Rinard (Central United Methodist Church) with Kendrick Elementary School

Golden Apple Award: Academic Enrichment - Elementary

Bear2Bear with J.H. Hines Elementary School

Golden Apple Award: Academic Enrichment - Secondary

Baylor Interdisciplinary Corps (BIC) with Indian Spring Middle School

Golden Apple Award: Community Service - Elementary

Mosaic Church with J.H. Hines Elementary School

Golden Apple Award: Community Service - Secondary

Target with Indian Spring Middle School

Golden Apple Award: Science and Math

PetSmart with Parkdale Elementary School

Golden Apple Award: Rookie of the Year

The New Black Collective with Indian Spring Middle School



B. Waco ISD Rise Award for Outstanding Community Partners - H-E-B

In June, the district recognized H-E-B for supporting Waco ISD in a variety of ways at both the campus and district level, including volunteering, donating of goods/products, and sponsoring educational programs. Additionally, H-E-B was instrumental in partnering with the Waco ISD Education Foundation to create the H-E-B Celebrity Cookoff, the foundation's annual fundraising event, which has raised nearly \$1.2 million for Waco ISD classrooms in its 14 years. Director of Retail Operations Ed Page; Regional Director of Productivity Michael Heins; Marketing and Sales Manager Kassie Mercer; Waco Area Community Coordinator Rhonda Featherstone; and area store leaders Alex Thomson (Wooded Acres), Brian Gardner (South Valley Mills), Ian Walker (Woodway), Lindsey Jobe (Bellmead), and Lance Frantum (North 19th) accepted the award virtually.

6. Superintendent's Report

This item was taken out of order.

A. Introduction of Executive Director of Human Resources

In July, Ronnita Carradine will be joining Waco ISD as the Executive Director for Human Resources. She has 23 years of experience in public education.

7. Consent Agenda: Consider and Take Appropriate Action

This item was taken out of order.

A. Amendments to the 2019-2020 Budget

No questions were asked about this item.

B. Bid Award for Restaurant and Catering Services

No questions were asked about this item.

C. Interlocal Agreement and Contract Authorization with the University of Texas at Austin School of Design and Creative Technologies

This item was pulled for discussion and voted on separately.

Dr. Susan Kincannon noted that this is for the Design Thinking Institute training for administrators.

Cary DuPuy made a motion to approve the interlocal agreement and contract authorization with the University of Texas at Austin School of Design and Creative Technologies, as presented. Jose Vidana seconded the motion and it passed, 7-0.

D. Purchases in Excess of \$50,000 Under Pre-Existing Bid, Purchasing Cooperative, or Allowed Professional Services



This item was pulled for discussion and voted on separately.

Sheryl Davis reported that the Waco High band tower will be replaced to resemble the tower that University High has.

Allen Sykes made a motion to approve purchases in excess of \$50,000 under pre-existing bid, purchasing cooperative or allowed professional services, as presented. Stephanie Korteweg seconded the motion and it passed, 7-0.

E. Monthly and Quarterly Financial Reports for the Period Ended May 31, 2020

No questions were asked about this item.

F. Hiring of an Employee Related to a Current Administrator

No questions were asked about this item.

G. Second Reading of Board Policy FNCA (LOCAL)

No questions were asked about this item.

H. Report on Gifts to Waco ISD

No questions were asked about this item.

I. Board of Trustees Meeting Minutes:

- 1. February 13, 2020 - Special Meeting**
- 2. February 27, 2020 - Regular Meeting**
- 3. March 16, 2020 - Special Meeting**

No questions were asked about this item.

Allen Sykes made a motion to approve the consent agenda, with the exception of items C and D. Robin Houston seconded the motion and it passed, 7-0.

8. Review and Discuss Paul Tyson Stadium Update

Presenter: Jarrod Sterzinger, O'Connell Robertson Architects

This item was taken out of order.

Jarrod Sterzinger presented an update on the replacement of Paul Tyson Field, including the potential location of locker rooms, parking, concessions, restrooms, and baseball and softball fields.

9. Review and Discuss Facility Capacity Study

Presenter: Jarrod Sterzinger, O'Connell Robertson Architects

This presentation evaluated the current capacity of education facilities. At this time, Waco ISD was utilizing 66-75% of available campus capacity. One campus was over permanent effective



capacity. The district currently has 43 double portable units, which are used for classrooms, office, and storage.

10. Review and Discuss Educational Suitability Assessment

Presenter: Jarrod Sterzinger, O’Connell Robertson Architects

Key findings of the educational suitability assessment included a general correlation between age and educational suitability, opportunities for overall facilities improvements, and opportunities for select facility improvement (furniture, fixtures, equipment).

11. Review and Discuss COVID-19 Task Force 2020-2021 School Planning Options

Presenter: Dr. Susan Kincannon

This item was taken out of order.

The COVID-19 Task Force has been meeting since June 8, 2020, to discuss school planning options for next school year. Board members expressed their appreciation to the group for having to execute a difficult task with limited information from the state.

12. Review, Discuss and Take Appropriate Action Regarding Designation of a Delegate and an Alternate for the 2020 Texas Association of School Boards (TASB) Delegate Assembly

Presenter: Angela Tekell

This item was taken out of order.

The Board designated Norman Manning as the Delegate and Cary DuPuy as the alternate. For the 2020 TASB Delegate Assembly.

Allen Sykes made a motion to approve the designation of Norman Manning (delegate) and Cary DuPuy (alternate) for the 2020 Texas Association of School Boards (TASB) Delegate Assembly. Robin Houston seconded the motion and it passed, 7-0.

13. Announcements

Presenter: Kyle DeBeer

Greater Waco Chamber LEAD Mentor Scholarships were handed out earlier in the day.

The Texas Caucus of Black School Board Members hosted a conference call on June 29 to honor those educators lost to COVID-19.

14. Adjourn

The meeting adjourned at 9:20 PM

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 29, 2019

Contact Person: S. Smith/D. McKethan

**RE: Renewal of Memorandum of Understanding with the McLennan
Community College District for College Credit Coursework and
Educational Support of the Certified Nurse Aide Program at the Greater
Waco Advanced Health Care Academy**

=====

Background Information:

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

The agreement will be in effect from the date that it is signed by both parties and shall terminate on June 30, 2021. A copy of the previously signed agreement is attached for your review.

Fiscal Implications:

MCC will provide oversight for the GWAHCA Nurse Aide program at a cost of \$12,600 per academic year. On an as-needed basis, MCC will also provide hands on or clinical service at a cost of \$132 per student, CPR and First Aid certification training at a cost of \$50 per student, and provide classroom or Didactic instruction at a cost of \$136 per student, as needed. These expenses will be charged to budgeted funds for the Academy.

Administrative Recommendation(s):

The Administration recommends the Board of Trustees approve the Memorandum of Understanding with the McLennan Community College District for support of the Greater Waco Advanced Health Care Academy, as presented.

Memorandum of Understanding between
McLennan Community College and Waco ISD
Greater Waco Advanced Health Care Academy

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

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

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

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

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

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

Purpose

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

Term

Subject to approval of this agreement by the ISD and MCC, the term of this MOU shall commence upon the date that the second of the Parties has signed this MOU ("Commencement Date") and shall expire on June 30, 2020 ("Expiration Date"). Notwithstanding the foregoing, both Parties acknowledge and agree that a condition precedent to a Party's signing the MOU is approval of the Agreement by that Party's governing board. The time period between the Commencement Date and the Expiration Date shall be referred to as ("Initial Term"). Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended for a one-year renewal term ("Renewal Term"). As used in this MOU, the term ("Term") shall mean the Initial Term, the Initial Term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU at any time on notice by either party as set forth on page 5 below.

College Credit Coursework (Dual Credit)

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

Memorandum of Understanding between
McLennan Community College and Waco ISD
Greater Waco Advanced Health Care Academy

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

Continuing Education Coursework

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

Memorandum of Understanding between
McLennan Community College and Waco ISD
Greater Waco Advanced Health Care Academy

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

Memorandum of Understanding between
McLennan Community College and Waco ISD
Greater Waco Advanced Health Care Academy

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

D. Classroom or Didactic Instruction requirements:

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

E. Hands-on or Clinical Instruction requirements:

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

Instructional Materials

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

Instructional Calendars

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

Facilities

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

Points for Competitive MCJCD Health Programs

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

Indemnification

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

Memorandum of Understanding between
McLennan Community College and Waco ISD
Greater Waco Advanced Health Care Academy

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

Amendment

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

Severability

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

Termination

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

Nondiscrimination

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

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

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

Memorandum of Understanding between
McLennan Community College and Waco ISD
Greater Waco Advanced Health Care Academy

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

Waco Independent School District

McLennan Community College



Dr. Hazel Rowe
Interim Superintendent



Dr. Johnette McKown
President

8/29/19
Date

9-6-19
Date

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: S. Davis/C. Reece

**RE: Interlocal Agreement between Waco ISD and the McLennan County
Juvenile Probation Department for Child Nutrition Services**

=====

Background Information:

The Waco ISD Child Nutrition Services provides meals to the youth and staff of the Bill Logue Juvenile Justice Detention Center (JDC) each day school is in session during the regular school year (to match Waco ISD School calendar) and on weekdays during the summer months, as mutually agreed upon.

For these services, the JDC agrees to pay the Service Provider an amount of \$2.50 per adult breakfast and \$4.25 per adult lunch. This arrangement has proved successful and the District and JDC wish to enter into the same agreement for the 2020-2021 school year. A copy of the agreement is attached.

With the implementation of the Community Eligibility Provision (CEP), the district will no longer obtain free and reduced applications from students.

Fiscal Implications:

Because there will be no additional fixed costs incurred in the preparation of the meals, we anticipate that results of operations will result in a slight financial gain to the District.

Administrative Recommendation(s):

The Administration recommends the Board of Trustees approve the interlocal agreement with the McLennan County Juvenile Probation Department for child nutrition services, as presented.

INTERLOCAL AGREEMENT BETWEEN
MCLENNAN COUNTY JUVENILE PROBATION DEPARTMENT
and
WACO INDEPENDENT SCHOOL DISTRICT
FOR CHILD NUTRITION SERVICES

This Agreement for the 2020-2021 school year is entered into by and between The McLennan County Juvenile Probation Department (hereinafter called “Department”), 2601 Gholson Road, Waco, Texas, 76704, and the Waco Independent School District’s Child Nutrition Services (hereinafter called “Service Provider”, 2025 S. 19th Street, Waco, Texas 76706-3018, in consideration of the mutual terms and conditions set forth below:

I. Provisions of Services

1. The Service Provider shall provide the Services set out, which is incorporated by reference herein, to Juveniles who are referred to the Service Provider by the Department.
2. All breakfast and lunch meal components provided by the Service Provider shall conform to the minimum standards set forth by the United States Department of Agriculture (USDA) and the Texas Department of Agriculture (TDA) meal pattern requirements for all reimbursable meals prepared and provided. The Service Provider and the Department will comply with all applicable laws, ordinances, rules and regulation related to food service sanitation, safety and health.
3. Service Provider shall adjust the dietary allowance to accommodate the Boot Camp residents’ needs for increased caloric intake due to participation in strenuous physical activity.
4. The Service Provider shall adhere to all applicable federal and state laws and regulations in the provisions of services hereunder.
5. The Service Provider shall provide breakfast and lunch meals to the youth and staff of the Bill Logue Juvenile Justice Detention each day Waco ISD school is in session during the regular school year (to match Waco ISD school calendar) and on weekdays during the summer months as mutually agreed upon.

6. Department will assist Service Provider with getting a 2020-2021 Waco ISD Socioeconomic Information Form completed for each client on the day that said client arrives on the premises and is present for meal service.
7. Department will assist Service Provider with getting a daily roster of students, by full name, of who is on the premises for breakfast meal service and for lunch meal service to ensure Service Provider has documentation for TDA meal claim.
8. Department will assist Service Provider with a list of adults who receive breakfast and lunch meals each day for correct meal recording.
9. All withdrawn clients will be noted in writing and shared with Service Provider employee on date of departure.
10. The Department shall inform the Service Provider the afternoon prior to any changes in breakfast and lunch service, such as service time changes.
11. The Department and the Service Provider agree that federal, state, and local health and sanitation requirements will be met at all times. All existing health and sanitation problems will be corrected by The Department prior to breakfast and lunch being served. The Department must have on display at all times a current health department permit from the City of Waco Health Department and provide the Service Provider with a copy of these permits. The Department must insure that 2 health department inspections occur each 12 month period, per TDA regulations.

II. Compensation to Service Provider

1. For and in consideration of the above-mentioned services, the Department agrees to pay the Service Provider an amount of \$2.50 per adult breakfast, \$4.25 per adult lunch.
2. Billings for payment will be submitted to the Department no later than fifteen (15) days from the last day of the month for which payment is being requested. The Department will make payment no later than thirty (30) days after receipt of the billing for approved charges from the Service Provider.
3. Each billing shall contain the description of the services rendered, along with the number of meals for which payment is being requested by the Service Provider.

4. Billing will be submitted by:

Waco ISD
Child Nutrition Services
2025 S. 19th Street
Waco, TX 76706-3018

5. Billing will be submitted to:

McLennan County Juvenile Justice Center
Attn: McLennan County Juvenile Probation
2601 Gholson Road
Waco, TX 76704

III. Examination of Program and Records

1. The Service Provider agrees that it will permit the Department to examine and evaluate its program of services provided under the terms of this Agreement.

IV. Fee Assessment

1. Neither clients nor their families shall be assessed fees for services by the Service Provider unless arrangements are specified by the court.
2. If client is eligible for fiscal support from another state agency or organization, the Service Provider shall ensure that the Department is not charged for such fiscal support for which the client is otherwise eligible.

V. Equal Opportunity

1. Service shall be provided by Service Provider in compliance with the Civil Rights Act of 1964. The Service Provider will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age or handicapped condition.

VI. Officials Not to Benefit

1. No officer, member, or employee of the McLennan County Juvenile Board or the McLennan County Juvenile Probation Department, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision related to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect in this Agreement of the proceeds thereof.

VII. Default

1. The Department may, by written notice of default to the Service Provider, terminate this Agreement, in whole or in part, in any one of the following circumstances:
 - a. If the Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof, or
 - b. If the Service Provider fails to perform any of the other provisions of this Agreement, or fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Department in writing) after receiving notice of default.

2. Department may withhold payment to the Service Provider in any month that the Service Provider has not complied with its reporting requirements hereunder, and may withhold such funds until all such reporting requirements have been complied with in accordance with this Agreement.

VIII. Default

1. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party hereto of the intention to terminate.

IX. Law and Venue

1. In any legal action arising under this Agreement, the laws of Texas shall apply and venue shall be in McLennan County, Texas.

X. Other Terms and Conditions

1. This Agreement does not obligate the Department to assign a specific number of clients to the Service Provider's program.

2. Department, or its designated representative, shall have the right to conduct programmatic monitoring of the Service Provider to ensure performance of and compliance with this Agreement.

3. Attachment to include the Waco IS. annual school calendar, approved each April. Included so both parties are clear on the service dates. The Summer Food Service Program (SFSP) calendar will be submitted in the Spring.

4. Service Provider is an independent organization, and is not intended to be, and shall not be, an employee, partner or joint venture of the Department for any purpose. Service Provider shall not be treated as an employee of the Department for purposes of tax withholding, insurance, retirement or other benefits. Service Provider is solely responsible for all taxes relating to payments of employee under this agreement, and indemnifies and holds harmless the Department from such claims. Service Provider shall have no authority to bind the Department to any obligation.

5. The Service Provider's menu plan shall be designed and evaluated based on the age range of the residents served at the facility to ensure dietary allowance are commensurate with the USDA's age specific requirements.

XI. Contract Period

1. This Agreement period will begin on August 1, 2020 and will terminate on July 31, 2021.

XII. Contract Period

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duty authorized representatives as of the day and year written:

**“Department”
McLennan County Juvenile Probation Department**

By: _____

Title: _____

Signature: _____

Date: _____

Address: _____

Contact Telephone Number: _____

Contact Email Address: _____

**“Service Provider”
Waco ISD Child Nutrition Services**

By: _____

Title: _____

Signature: _____

Date: _____

Address: _____

Contact Telephone Number: _____

Contact Email Address: _____

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: S. Davis / C. Reece

RE: Adult Meal Pricing Increase for the 2020-2021 School Year

=====

Background Information:

The USDA Healthy, Hunger-Free Kids Act of 2010 implemented new provisions for Child Nutrition Programs across the nation.

Since the Program’s express purpose is to safeguard the health and well-being of the nation’s children, meals served to adults are not eligible for federal cash reimbursement— therefore, the reimbursements Contract Entities (CEs) receive for serving students must not be used to pay for adult meals. The charge for adult meals must, at a minimum, be greater than the amount of total reimbursement received for a free meal plus any other supplemental payments received by the CE plus per-meal value of USDA Foods (Commodities) used for the meal service. Total reimbursement includes standard reimbursements for free, reduced-price, and paid meals as well as performance-based and severe need for breakfast or lunch reimbursements. Any time this is not met, the price of adult breakfasts and lunches must be increased to cover the cost.

Waco ISD currently charges \$2.25 for an adult/non-student breakfast, which is \$0.05 below the cost calculated on the attached worksheet.

Waco ISD currently charges \$3.75 for an adult/non-student lunch, which is \$0.10 below the cost calculated on the attached worksheet.

The administration is recommending a \$0.10 increase in the adult paid lunch and a \$0.05 increase in the adult paid breakfast, which will bring the district in-line with funding requirements.

Fiscal Implications:

The revenue increase will be utilized in developing the 2020-2021 Child Nutrition budget.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve an increase in adult/non-student meal prices, as follows:

- Adult and non-student breakfast from \$2.25 to \$2.30
- Adult and non-student lunch from \$3.85 to \$4.00

Adult Meal Calculator Worksheet

This worksheet provides the information needed to calculate adult meal prices using the approved method. All amounts are carried to 4 digits and must be rounded up when determining the adult meal price. Non-pricing programs must always use Method 2.

Method 2 Lunch		Method 2 Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives	Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate (SY 2020-2021 = \$3.51)	\$3.51	Free Reimbursement Rate (SY 2020-2021 = \$1.89)	\$1.89
Performance-Based Reimbursement (SY 2020-2021 = \$0.07)	\$0.07	Severe Need Breakfast (SY 2020-2021 = \$0.37)	\$0.37
Severe Need Lunch (SY 2020-2021 = \$0.02)	\$0.02		
USDA Foods (SY 2020-2021 = \$0.3619)	\$0.3619		
Total Federal Funds	\$3.96	Total Federal Funds	\$2.26
Minimum Adult Charge	\$3.96	Minimum Adult Breakfast Charge	\$2.26

Adult Lunch Meal Pricing for SY 2020-2021

The charge for adult lunch meal prices is at least the amount of reimbursement received for a free lunch added to the per-meal value of USDA-donated foods, plus the two-cent supplement, if received by the SFA.

Method

Using Free Reimbursement Rate for Lunch

Add the rate of federal reimbursement for a free student lunch to the per meal value of USDA-donated commodities.

Federal Reimbursement rate for Free lunch + \$0.07 Performance-Based Reimbursement
Two-cent supplement payment
USDA-donated food per-meal value *

July 1, 2020 - June 30, 2021
July 1, 2020 - June 30, 2021
July 1, 2020 - June 30, 2021

3.58
0.02
0.3619

Total Minimum Adult Lunch Price

3.96

Note: adult pricing must be at least the amount of reimbursement received for a free lunch + the USDA-donated food per meal value severe need supplement and the \$0.02 supplement if applicable

So, Minimum Adult Lunch Pricing should be \$3.96

Current Waco ISD SY 2019-2020 Adult Lunch Price \$3.85

Recommended Adult Lunch Price for SY 2020-2021 \$4.00

Recommended Adult Lunch Price Increase for SY 2020-2021 \$0.15

Increase of \$0.15

Adult Breakfast Meal Pricing for SY 2020-2021

The charge for adult breakfast meal prices is at least the amount of reimbursement received for a free breakfast added to the severe need breakfast reimbursement.

Method 2

Using Free Reimbursement Rate for Breakfast

Add the rate of federal reimbursement for a free student breakfast to the reimbursement for severe need breakfast.

Federal Reimbursement rate for Free Breakfast
Federal Reimbursement rate for Severe Need Breakfast

July 1, 2020 - June 30, 2021
July 1, 2020 - June 30, 2021

1.89
0.37

Total Minimum Adult Lunch Price

2.26

Note: adult pricing must be at least the amount of reimbursement received for a free breakfast + the amount of reimbursement for a severe need breakfast.

So, Minimum Adult Lunch Pricing should be \$2.26

Current Waco ISD SY 2020-2021 Adult Lunch Price \$2.25

Recommended Adult Lunch Price for SY 2020-2021 \$2.30

Recommended Adult Breakfast Price Increase for SY 2019-2020 \$0.05

Increase of \$0.05

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Sheryl Davis

**RE: Temporary Construction License, 1017 Elm Avenue, City of Waco
Trustee et al, Beall Nelson Block 7, Lot B5**

=====

Background Information:

In order to complete the construction associated with the Historic Elm Avenue Bike/Ped Infrastructure Project (University Parks Dr. to Garrison St.), the City’s design consultant identified the need for a temporary construction license on a portion of the 1017 Elm Avenue property in order to provide the selected contractor access to the property to construct sidewalk and a retaining wall within the public right of way and to replace an existing set of concrete stairs on the property.

The 1017 Elm Avenue property is a tax foreclosed property. Since the land included in the temporary construction license will be located on tax foreclosed property, approval from the City Council, the McLennan County Commissioners’ Court, and the Board of Trustees of the Waco Independent School District (WISD) is needed to grant the temporary construction license.

As shown in Exhibit A, the temporary construction license will be for 0.0115 acres located within the tax foreclosed lot. Exhibit A shows the boundary for the temporary construction license.

City staff recommends granting a temporary construction license on the property described in Exhibit A to the City of Waco, its agents, contractors, successors, and assigns.

Fiscal Implications:

None.

Administrative Recommendations:

The Administration recommends the Board of Trustees grant the City of Waco, its agents, contractors, successors, and assigns a temporary construction license on property described as an approximately ten (10) feet wide by fifty (50) feet long parcel of land, being part of a 0.1377-acre tract of land described as Lot B5, Block 7, of the Nelson Beall Addition and known as 1017 Elm Avenue, and authorize the City Manager to execute any documents in connection therewith.



TEMPORARY CONSTRUCTION LICENSE

KNOW ALL MEN BY THESE PRESENTS:

That City of Waco, Trustee for itself, Waco Independent School District and County of McLennan, referred to as, “Grantor”, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, does hereby grant to the City of Waco, Texas, its agents, contractors, successors and assigns, hereinafter referred to as “City”, a temporary construction license to allow right of entry upon and use of the property located in the City of Waco, McLennan County, Texas, more fully described in Exhibit “A” attached hereto and made a part hereof for any and all purposes (“the Property”), to enable the City to construct or reconstruct and install sidewalk and a retaining wall in the adjacent public right-of-way and to replace existing steps located on the Property .

Following completion of work within the temporary construction license area described in Exhibit “A”, if City has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor’s property, City shall at its expense restore properties injured by City’s activities to the substantially the same condition as existed previous to City’s entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the _____ day of _____, _____, or on the date of completion of construction of the sidewalk facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, 2020.

CITY OF WACO

By: _____
Bradley Ford, City Manager

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

WACO INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Susan Kincannon, Superintendent

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

COUNTY OF MCLENNAN, TEXAS

By: _____

Acknowledgement

State of Texas
County of McLennan

This instrument was acknowledged before me on _____ by

_____.

Notary Public's Signature

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Sheryl Davis

RE: Monthly Financial Reports for the Period Ended July 31, 2020

=====

Background Information:

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

- General Fund
- Food Service Fund
- Debt Service Fund
- Internal Services Fund

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

Fiscal Implications:

Report only.

Administrative Recommendations:

The Administration recommends that the Board of Trustees approve the monthly financial report, as presented.



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

Sheryl Davis
Chief Finance Officer

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

August 20, 2020

Board of Trustees
Waco Independent School District
Waco, Texas

The accompanying balance sheets, statements of revenues, expenditures and changes in fund balance, and encumbrances and expenditures by fund, function and object for the month ending July 31, 2020 have been compiled for the General Fund, Food Service Fund, and Debt Service Fund. Final cash reconciliation procedures and financial audit activities may result in additional adjustments to the June financial statements. These preliminary financial reports are prepared utilizing the following assumptions:

- Revenue: Recorded on a cash basis with adjustments to modified accrual basis to be made at August 31, 2020.
- Expenditure: Totals on the "Statement of Revenues, Expenditures and Changes in Fund Balance" include expenditures occurring during the interim period reported. Balances will be adjusted to modified accrual basis at August 31, 2020. Outstanding encumbrances are included on the "Encumbrances and Expenditures by Fund, Function and Object" schedule, only.
- Beginning
Fund Balance: Represents August 31, 2019 audited ending fund balance.

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

Sheryl Davis
Chief Finance Officer

**Comparison of Fiscal Year 2019-2020 Revenues and Expenditures to
Previous Fiscal Year as of July 31, 2020**

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

General Fund

Revenues:

With the implementation of House Bill 3 as enacted by the 86th Texas Legislature, readers of the monthly financial statements will see a change in pattern for the recording of revenues. This timing difference results from a shift between the District’s two primary sources of revenue, local property taxes and the State’s Foundation School Program (FSP). In 2018-2019, local property tax revenue made up about 48% of General Fund revenue compared to the 43% projected for 2019-2020. Conversely, State FSP revenue made up 44% of the 2018-2019 General Fund revenue and is projected to generate about 50% in 2019-2020. The two sources of revenue flow to the District very differently. In fact, the cash flow of State FSP revenue is designed to fill in the cash flow gaps created by local property tax collections as well as expenditures patterns. The following chart compares cash flow for the two revenue sources:

Revenue Source	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Property Tax	0.2%	3.7%	4.5%	19.2%	46.7%	20.2%	2.5%	0.9%	0.9%	0.6%	0.4%	0.2%
State FSP	22.0%	18.0%	9.5%	0.0%	0.0%	0.0%	0.0%	7.5%	5.0%	10.0%	13.0%	15.0%

5710 Local Property Taxes – The compression of the Maintenance and Operations tax rate coupled with an approximate 7% increase in property values resulted in only a slight decrease in estimates between the two fiscal years. The decrease in property tax collections between the two years of \$1,762,354 is partially due to the change in collections as a percent of budget. Looking at those same percentages for the Debt Service fund, you will see a similar pattern. Tax collections as a percent of the levy are running about 2.65% lower than last year, an improvement of 0.08% over last month. Additionally, the adjusted levy appears to be short of budgeted estimates by approximately \$0.7 million. For the past two years, there have been significant upward adjustments in values resulting from late resolution of appeals. Two years ago the adjustment increased values by \$318.8 million and last year the increase was \$227.6 million. Based on information available at certification, we estimated value adjustments at \$203.6 million. As of July 31, 2020 property value adjustments totaled only \$120.7 million. In the month of July, values were adjusted upward \$897,791 resulting in an increase in current year taxes due of \$115,687. However, this increase was offset by downward adjustments to prior years’ taxes of \$177,001. These adjustments were the consequence of settlements of value lawsuits.

5730 Tuition and Fees – Tuition for both ineligible prekindergarten and after-school programs is down \$107,678 from last year. With the closure of school, the District refunded \$11,520 in prepaid tuition revenues and discontinued collections for the remainder of the school year.

5740 Other Local Revenue – Revenues are down \$1.0 million from last year. \$5,459,665 of other local revenues for 2019-2020 represent pass-through receipts of local property tax revenue for properties located in the Tax Increment Reinvestment Zones. Collections for properties in the TIRZ are down \$403,899 from last year. This is offset by reduced pass-through payments as reflected in Function 97. Earnings on temporary investments of \$898,233 are down from last year by \$412,466. This decrease is due to lower interest rates. Rental revenue is down \$93,539 and other local revenue has decreased \$223,779.

5750 Extracurricular Activities – Revenues are down \$175,920 from last year. With the cancellation of UIL events and restrictions on future activities, it is anticipated that earnings for the remainder of the school year will continue to decrease.

5810 Per Capita and Foundation School Program Revenue – Revenue reflects an increase of \$256,179 over last year. Revenue projections as of the revised fourth six weeks indicate that program revenue would fall short of original budgeted estimates by approximately \$192,223 and revised budget estimates by \$1.4 million. However, due to a shortfall in state revenues, federal program revenue, of just under \$5 million, awarded under the CARES Act, ESSER grant, has been allocated to the District in place of State Foundation School Funding.

5830 Other State Program Revenue – Revenue recognized as on-behalf payments by the State into the Teacher Retirement System has increased \$0.8 million over last year are up about 2.8% as a percentage of budget estimates. This is a result of the significant salary increase as well as increases in TRS rates. This revenue is offset by a like expenditure for retirement benefits.

Functional Expenditures:

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

11 Instruction – Current year expenditures have increased \$7.4 million over last year and reflect the 7.6% average salary increase to employees paid on the teacher schedule as well as the addition of a number of dyslexia and special education classroom staff positions. Expenditures include \$231,725 of additional costs related to the creation and distribution of instructional materials for remote learning. This amount does not yet include the \$2.6 million purchase of devices for students and teachers. Currently, there is \$3.5 million encumbered, but not yet received, for instructional supplies and equipment.

12 Instructional Resources and Media – Expenditures, as a percent of budget, are 6.1% less than last year due to the delayed purchase of library books. In June, we issued purchase requisitions totaling \$98,297 to supplement the library at South Waco and purchase read aloud books for elementary campuses, districtwide.

13 Curriculum and Instructional Staff Development – Expenditures have increased \$643,600 over last year primarily from staff development activities, particularly in the area of leadership development as well as the reclassification of two professional positions.

21 Instructional Leadership – Increased expenditures of \$823,899 is due to addition of instructional leadership positions, including two in Special Education, as well as a change in coding resulting from changes in assignment for several other positions and salary increases.

31 Guidance, Counseling and Evaluation – The increase of \$300,554 is due in part to increased expenditures for assessing students referred for Special Education services. The District has contracted additional assessment services in order to complete these referrals.

33 Health Services – Included in the increase of \$135,078 is primarily due to the purchase of personal protective equipment and supplies for school re-openings.

41 General Administration – Expenditures have increased \$646,264 over last year. This increase is due primarily to two additional administrative positions and contracted consulting services.

51 Plant Maintenance and Operations – The \$608,851 increase in expenditures is primarily due to expenditures on a number of maintenance projects planned and completed in the current year.

93 Shared Services Arrangements – The increase of \$340,000 over last year is due to a timing difference in the tuition payment to the Regional Day School for the Deaf. An additional payment of \$569,820 will be paid at the end of the fiscal year to cover the fund deficit.

95 Juvenile Justice Program – Expenditures have increased \$167,205 over last year due to increased participation in the program.

Food Service Fund

Revenues:

5900 Federal Sources Revenue – Federal reimbursements are down \$1.6 million from last year due to the closure of school and discontinuation of the regular breakfast and lunch program. Since that time, the District has provided meals as a component of the Summer Feeding and the Child and Adult Care Food Programs. Meals provided under the Summer Feeding Program are recorded in Fund 242 and are not reported in the monthly financial statements.

Functional Expenditures:

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

35 Food Services – At the end of July, expenditures have decreased \$323,529 from last year. Expenditures include the cost of serving line equipment and replacement vehicles purchased prior to school closures. Unfortunately, many fixed costs of the program cannot be charged to the supplemental Summer Feeding Program. The base wages of food nutrition personnel were charged to the Child Nutrition Fund as well as additional costs incurred in the Child and Adult Care Food Program. Additional payroll costs incurred in the Summer Feeding Program have been reclassified to the appropriate fund. At the end of May, expenditures in the Summer Feeding Program, normally charged to the 240 fund, totaled \$885,641.

At August 31, 2019, the Child Nutrition Fund had a fund balance of \$3.8 million, excess in terms of operating expenditures. At the end of July, expenditures exceeded revenues by \$256,200. In light of the change in calendar and the delay of school start for the 2020-2021 school year, it is not projected that reduced reimbursements and related losses will result in a deficit fund balance at year end.

Debt Service Fund

Revenues:

5710 Local Property Taxes – Revenues have increased \$816,207 over last year. Collections, as a percent of levy, are down 3.6% from last year.

Functional Expenditures:

Expenditures in the functional categories appear to be consistent with last year’s spending patterns and budgeted amounts. Debt payments on various issue, including \$4,610,000 in principal and \$3,923,981 in interest, are due on August 15, 2020. With these payments, the District will retire the 2006, 2010, and 2013 Series Refunding Bonds. Payments to the Tax Increment Fund (TIF) currently exceed budgeted appropriations by \$23,350 due to delinquent collections for properties in the TIF.

Proprietary Fund – Governmental Activities – Internal Service Fund

The District utilizes an Internal Services Fund to account for its fully-insured group health insurance plan as well as its partially self-insured workers’ compensation and unemployment coverages. Internal service funds are utilized to account for the financing of goods or services provided by one organizational unit of the school district to other organizational units. It essentially facilitates the allocation of costs to all funding sources.

Operating revenues and operating expenses have been included in a detail designed to provide relevant information. Revenues from District contributions (assessments to other funds) are distinguished from revenues from employee contributions to health insurance. Expenses detail claims payments, medical and prescription drugs, administrative fees, and stop-loss or excess insurance costs.

As of July 31, 2020, expenditures in the fund exceeded revenues by \$1,483,257 compared to \$1,195,190 in the prior year. The following chart reflects net operations for the various programs accounted for in the fund:

Program	Revenues	Expenditures	Net
Group Health Insurance	\$ 11,782,627	\$ 10,576,380	\$ 1,206,248
Unemployment Compensation	49,705	23,355	26,350
Workers’ Compensation	421,004	170,344	250,660
Total	\$ 12,253,336	\$ 10,770,079	\$ 1,359,719

Higher summer claims are a typical pattern in school districts. It is unknown, at this point, what impact the COVID-19 emergency will ultimately have on medical claims. While the District is picking up the full cost of testing and has waived co-pays for related tele-health services, it is anticipated that discretionary treatments may be delayed, pushing claims into a future year. Our consultants have developed numerous impact studies, dependent on infection rate scenarios. Maximum impact would estimate costs to rise 9.8%. While July payments for medical claims increased \$284,547 over last year, prescription drugs payments were down \$210,370.

Unemployment claims are paid quarterly so the District has not yet recognized any additional claim activity due to school closures. Impact is not expected to be significant as only temporary employees were no longer required and did not continue to receive regular wages.

Reserves for estimated incurred-but-not-reported (IBNR) claims for the fully self-funded health insurance plan totaled \$538,133 for medical claims and \$73,969 for prescription drugs at August 31, 2019. Additionally, reserves for the estimated allocated loss adjustment expense (ALAE) for the partially self-funded workers' compensation plan totaled \$265,241 at August 31, 2019.

Athletic Complex

Revenues:

Revenues in every category have decreased from last year. While seven play-off games were held at the stadium in late 2018, the stadium was the venue for only four games in 2019. School closures have impacted rental revenue for spring sports and advertising revenue has continued to decrease. Overall revenue is down \$233,981 or 57% from last year.

Expenditures:

Total expenditures at the stadium have increased by \$65,314. While concession costs, contracted services, and security are down, equipment purchases, field maintenance and utilities have increased. In October, the District made its final payment on the lease revenue bonds issued in 1999 to fund construction of the stadium.

Tax Collections

Cumulative value adjustments as of May 31, 2020, have increased taxable values by \$123,285,508. This is much lower than adjustments in the previous year of \$223,154,014 which was a result of late appraisal reviews.

The number of accounts paid is 310 less than last year, current year tax collections have decreased \$2,172,315 while collections on prior years' levies have increased \$368,337. Collections, as a percent of levy are down 2.2% from last year.

Taxes receivable at May 31, 2020, total \$5,493,791.

Waco Independent School District
BALANCE SHEET
GENERAL FUND
As of July 31, 2020

ASSETS

Cash and Temporary Investments	\$	65,289,511
Property Taxes Receivable, Net of Allowance of \$1,966,253		1,261,085
Due from Other Governments		4,613
Accrued Interest		195,941
Due from Other Funds		1,681,839
Other Receivables		97,002
Inventories		415,285
Deferred Expenditures		-
Long-term Investments		-
Total Assets	\$	<u>68,945,276</u>

LIABILITIES

Accounts Payable	\$	1,715,633
Payroll Withholdings and Contributions Payable		1,181,489
Accrued Wages Payable		3,728,357
Due to Other Funds		6,995,010
Due to Other Governments		-
Unearned Revenue		335,000
Total Liabilities	\$	<u>13,955,489</u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	\$	1,261,085
Total Deferred Inflows of Resources	\$	<u>1,261,085</u>

FUND BALANCES

Nonspendable Fund Balance	\$	415,285
Restricted Fund Balance		1,110,137
Committed Fund Balance		7,650,483
Assigned Fund Balance		-
Unassigned Fund Balance		44,552,797
Total Fund Balances	\$	<u>53,728,702</u>
Total Liabilities and Fund Balances	\$	<u>68,945,276</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended July 31, 2020

GENERAL FUND

	Adopted Budget	Amended Budget	(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly		Year-to-Date				
			Current 7/31/2020	Prior Year 7/31/2019	Current 7/31/2020	Prior Year 7/31/2019			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 64,711,993	64,711,993	328,353	279,960	63,063,287	64,825,641	(1,648,706)	97.45%	100.10%
5720 Services to Other Districts	94,000	94,000	3,002	4,468	78,431	81,761	(15,569)	83.44%	86.98%
5730 Tuition & Fees	334,000	334,000	-	-	197,158	304,836	(136,842)	59.03%	122.92%
5740 Other Local Revenue	7,371,864	7,371,864	93,976	153,764	6,600,643	7,635,314	(771,221)	89.54%	102.77%
5750 Extracurricular Activities	413,600	413,600	-	13,584	262,670	394,592	(150,930)	63.51%	82.52%
Total Local Sources	\$ 72,925,457	72,925,457	425,331	451,776	70,202,189	73,242,144	(2,723,268)	96.27%	100.32%
STATE SOURCES									
5810 Per Capita & FSP Act	\$ 82,555,586	83,778,096	10,594,190	9,415,456	65,741,258	55,808,107	(18,036,838)	78.47%	85.69%
5830 Other State Program	6,415,921	6,415,921	549,613	455,985	5,855,534	5,074,571	(560,387)	91.27%	87.78%
Total State Sources	\$ 88,971,507	90,194,017	11,143,803	9,871,441	71,596,792	60,882,678	(18,597,225)	79.38%	85.86%
FEDERAL SOURCES									
5900 Federal Sources Revenue	2,592,200	2,592,200	13,937	30,401	2,443,331	3,519,760	(148,869)	94.26%	93.64%
Total Revenues	\$ 164,489,164	165,711,674	11,583,071	10,353,618	144,242,312	137,644,582	(21,469,362)	87.04%	93.20%
EXPENDITURES									
11 Instruction	\$ 85,282,162	88,533,221	1,472,107	1,597,825	76,579,436	69,148,880	11,953,785	86.50%	87.76%
12 Instructional Resources & Media	1,041,809	1,176,742	16,809	17,139	766,071	816,620	410,671	65.10%	89.23%
13 Curriculum & Staff Development	3,972,056	4,898,048	301,517	160,047	3,910,924	3,267,324	987,124	79.85%	80.72%
21 Instructional Leadership	3,840,985	3,602,916	327,503	271,354	3,367,397	2,543,498	235,519	93.46%	87.14%
23 School Leadership	9,631,534	9,906,651	571,196	472,702	8,902,639	8,544,743	1,004,012	89.87%	89.61%
31 Guidance, Counseling & Evaluation	5,235,837	5,072,931	113,161	117,803	4,211,617	3,911,063	861,314	83.02%	84.79%
32 Social Work Services	848,039	818,660	25,799	16,700	657,465	694,128	161,195	80.31%	73.16%
33 Health Services	1,194,913	1,228,813	29,372	24,195	1,166,767	1,031,689	62,046	94.95%	90.01%
34 Student Transportation	4,312,145	4,592,509	636	2,658	2,540,794	2,524,932	2,051,715	55.32%	58.38%
36 Extracurricular Activities	4,659,766	5,054,719	199,653	203,641	3,752,552	3,445,539	1,302,167	74.24%	80.98%
41 General Administration	5,476,758	5,560,216	435,955	381,724	4,892,150	4,245,886	668,066	87.98%	81.37%
51 Plant Maintenance & Operations	19,514,738	19,664,484	1,340,265	1,312,171	14,035,037	13,426,186	5,629,447	71.37%	80.16%
52 Security & Monitoring Services	3,312,780	3,391,013	112,944	98,476	2,049,290	1,965,465	1,341,723	60.43%	70.10%
53 Data Processing Services	4,789,820	4,776,356	257,476	228,583	3,410,092	3,208,860	1,366,264	71.40%	69.66%
61 Community Services	866,410	933,510	11,627	19,683	631,292	850,586	302,218	67.63%	89.70%
71 Debt Service	355,913	355,913	-	-	354,514	352,937	1,399	99.61%	99.16%
81 Facilities Acquisition & Construction	-	399,900	-	133,750	70,610	232,124	329,290	0.00%	69.44%
93 Shared Services Arrangements	720,000	940,000	-	-	340,000	-	600,000	36.17%	0.00%
95 Juvenile Justice Program	654,000	694,000	-	-	646,815	479,610	47,185	93.20%	82.69%
97 Payments to Tax Increment Fund	7,719,299	7,719,299	29,441	3,507	6,753,468	6,663,599	965,831	87.49%	98.63%
99 Other Intergovernmental Charges	876,200	876,200	-	-	755,302	839,620	120,898	86.20%	102.69%
Total Expenditures	\$ 164,305,164	170,196,101	5,245,461	5,061,958	139,794,232	128,193,289	30,401,869	82.14%	84.71%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 184,000	(4,484,427)	6,337,610	5,291,660	4,448,080	9,451,293	8,932,507		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	42,315	11,909	42,315		
8900 Other Uses	(184,000)	(184,000)	-	-	-	-	(184,000)		
Total Other Financing Source (Uses)	\$ (184,000)	(184,000)	-	-	42,315	11,909	(141,685)		
Total Changes in Fund Balances	\$ -	(4,668,427)	6,337,610	5,291,660	4,490,395	9,463,202	9,158,822		
Fund Balances, Beginning	42,325,667	42,325,667			49,238,307	44,021,676	6,912,640		
Fund Balances, Ending	\$ 42,325,667	37,657,240			53,728,702	53,484,878	16,071,462		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
GENERAL FUND
For the Period Ended July 31, 2020

								<i>(Memo)</i>	
		Payroll	Purchased &	Supplies &	Other	Debt	Capital	Total	Total
		Costs	Contracted	Materials	Operating	Services	Outlay	Year-to-Date	Year-to-Date
		6100	6200	6300	6400	6500	6600	7/31/2020	7/31/2019
								6000	6000
11	Instruction	\$ 69,308,277	3,546,672	5,968,403	425,945	-	18,872	79,268,169	69,766,238
12	Instructional Resources & Media	699,205	48,355	268,498	-	-	-	1,016,058	821,935
13	Curriculum & Staff Development	3,391,994	540,661	86,173	87,582	-	-	4,106,410	3,404,393
21	Instructional Leadership	2,879,815	342,607	147,331	138,048	-	-	3,507,801	2,662,587
23	School Leadership	8,528,325	138,106	226,560	106,440	-	-	8,999,431	8,611,628
31	Guidance, Counseling & Evaluation	3,812,741	330,156	75,985	4,501	-	-	4,223,383	3,935,255
32	Social Work Services	456,667	179,472	20,345	5,017	-	-	661,501	748,813
33	Health Services	1,101,111	10,503	154,737	3,500	-	-	1,269,851	1,040,847
34	Student Transportation	-	2,575,093	190,602	(14,661)	-	766,298	3,517,332	3,476,541
35	Food Services	-	-	-	-	-	-	-	-
36	Co/Extracurricular Activities	2,154,802	509,164	968,634	509,503	-	570,795	4,712,898	3,902,834
41	General Administration	3,662,772	920,422	163,685	242,120	-	32,214	5,021,213	4,392,687
51	Plant Maintenance & Operations	7,227,922	8,145,582	1,455,520	648,027	-	234,956	17,712,007	14,696,855
52	Security & Monitoring Services	1,394,525	541,626	470,195	8,298	-	166,648	2,581,292	2,608,244
53	Data Processing Services	1,364,095	2,005,731	341,848	18,022	-	561,811	4,291,507	4,306,292
61	Community Services	288,003	333,354	10,256	13,204	-	-	644,817	851,359
71	Debt Service	-	-	-	-	354,513	-	354,513	352,937
81	Facilities Acquisition & Construction	-	-	-	-	-	399,900	399,900	304,366
93	Shared Services Arrangements	-	-	-	340,000	-	-	340,000	-
95	Juvenile Justice Program	-	-	-	654,000	-	-	654,000	580,000
97	Payments to Tax Increment Fund	-	-	-	6,753,468	-	-	6,753,468	6,663,599
99	Other Intergovernmental Charges	-	755,302	-	-	-	-	755,302	839,620
Total Expenditures & Encumbered Funds		\$ 106,270,254	20,922,806	10,548,772	9,943,014	354,513	2,751,494	150,790,853	133,967,030

Waco Independent School District
BALANCE SHEET
CHILD NUTRITION FUND
As of July 31, 2020

ASSETS	
Cash and Temporary Investments	\$ 2,982,565
Due from Other Governments	660,049
Accrued Interest	15,142
Due from Other Funds	7,480
Other Receivables	-
Inventories	-
Long-term investments	-
Total Assets	\$ 3,665,236
LIABILITIES	
Accounts Payable	\$ 13,215
Accrued Wages Payable	91,535
Due to Other Funds	-
Unearned Revenue	(5,757)
Total Liabilities	\$ 98,993
FUND BALANCES	
Nonspendable Fund Balance	\$ -
Restricted Fund Balance	3,566,243
Total Fund Balances	\$ 3,566,243
Total Liabilities and Fund Balances	\$ 3,665,236

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended July 31, 2020

CHILD NUTRITION FUND

	Adopted Budget	Amended Budget	(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly		Year-to-Date				
			Current 7/31/2020	Prior Year 7/31/2019	Current 7/31/2020	Prior Year 7/31/2019			
REVENUES									
LOCAL SOURCES									
5740 Other Local Revenue	\$ 16,572	16,572	1,286	2,246	28,770	31,022	12,198	173.61%	775.55%
5750 Extracurricular Activities	542,413	542,413	(33)	3,930	345,977	540,721	(196,436)	63.78%	81.64%
Total Local Sources	\$ 558,985	558,985	1,253	6,176	374,747	571,743	(184,238)	67.04%	85.81%
STATE SOURCES									
5820 Other State Program (TEA)	\$ 50,010	50,010	-	-	51,003	50,371	993	101.99%	91.58%
Total State Sources	\$ 50,010	50,010	-	-	51,003	50,371	993	101.99%	91.58%
FEDERAL SOURCES									
5900 Federal Sources Revenue	\$ 10,568,655	10,830,859	143,907	(13,108)	7,666,287	9,266,983	(3,164,572)	70.78%	98.01%
Total Revenues	\$ 11,177,650	11,439,854	145,160	(6,932)	8,092,037	9,889,097	(3,347,817)	70.74%	97.17%
EXPENDITURES									
35 Food Services	\$ 11,177,650	12,101,376	98,080	137,407	8,348,237	8,671,766	3,753,139	68.99%	75.95%
Total Expenditures	\$ 11,177,650	12,101,376	98,080	137,407	8,348,237	8,671,766	3,753,139	68.99%	75.95%
Total Changes in Fund Balances	\$ -	(661,522)	47,080	(144,339)	(256,200)	1,217,331	405,322		
Fund Balances, Beginning	3,163,222	3,163,222			3,822,443	2,806,177	659,221		
Fund Balances, Ending	\$ 3,163,222	2,501,700			3,566,243	4,023,508	1,064,543		

Waco Independent School District
EXPENDITURES AND ENCUMBERED FUNDS BY FUNCTION AND MAJOR OBJECT
CHILD NUTRITION FUND
For the Period Ended July 31, 2020

								<i>(Memo)</i>									
								Total	Total								
								Year-to-Date	Year-to-Date								
								7/31/2020	7/31/2019								
								6000	6000								
								<u>6100</u>	<u>6200</u>	<u>6300</u>	<u>6400</u>	<u>6500</u>	<u>6600</u>	<u>6000</u>	<u>6000</u>		
								Payroll Costs	Purchased & Contracted Services	Supplies & Materials	Other Operating Costs	Debt Services	Capital Outlay	Total Year-to-Date 7/31/2020	Total Year-to-Date 7/31/2019		
35	Food Services	\$	2,804,150		4,531,587		685,898		11,106		-		674,177		8,706,918		9,635,258
Total Expenditures & Encumbered Funds		\$	<u>2,804,150</u>		<u>4,531,587</u>		<u>685,898</u>		<u>11,106</u>		<u>-</u>		<u>674,177</u>		<u>8,706,918</u>		<u>9,635,258</u>

Waco Independent School District
BALANCE SHEET
DEBT SERVICE FUND
As of July 31, 2020

ASSETS

Cash and Temporary Investments	\$ 12,442,262
Property Taxes Receivable, Net of Allowance of \$447,864	252,502
Due from Other Governments	-
Accrued Interest	51,762
Due from Other Funds	-
Total Assets	<u>\$ 12,746,526</u>

LIABILITIES

Accounts Payable	\$ -
Due to Other Funds	\$ 3,700
Due to Other Governments	-
Unearned Revenue	-
Total Liabilities	<u>\$ 3,700</u>

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenues - Property Taxes	<u>\$ 252,502</u>
Total Deferred Inflows of Resources	<u>\$ 252,502</u>

FUND BALANCES

Restricted Fund Balance	<u>\$ 12,490,324</u>
Total Fund Balances	<u>\$ 12,490,324</u>
Total Liabilities and Fund Balances	<u>\$ 12,746,526</u>

Waco Independent School District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
For the Period Ended July 31, 2020

DEBT SERVICE FUND

	Adopted Budget	Amended Budget	(Memo)		(Memo)		Difference- Amended Budget to YTD Actual	CY YTD As % of Budget	PY YTD As % of Budget
			Monthly Current 7/31/2020	Prior Year 7/31/2019	Year-to-Date Current 7/31/2020	Prior Year 7/31/2019			
REVENUES									
LOCAL SOURCES									
5710 Local Property Taxes	\$ 14,280,995	14,280,995	74,302	57,074	13,802,567	12,986,360	(478,428)	96.65%	100.22%
5740 Other Local Revenue	1,303,006	1,303,006	12,885	25,644	1,297,412	1,368,903	(5,594)	99.57%	103.38%
Total Local Sources	\$ 15,584,001	15,584,001	87,187	82,718	15,099,979	14,355,263	(484,022)	96.89%	100.52%
STATE SOURCES									
5820 Other State Program (TEA)	\$ -	-	-	1,134	335,579	341,596	335,579	0.00%	91.88%
Total State Sources	\$ -	-	-	1,134	335,579	341,596	335,579	0.00%	91.88%
Total Revenues	\$ 15,584,001	15,584,001	87,187	83,852	15,435,558	14,696,859	(148,443)	99.05%	100.30%
EXPENDITURES									
71 Debt Service	\$ 14,340,063	14,340,063	750	750	5,805,969	5,066,353	8,534,094	40.49%	37.52%
97 Payments to Tax Increment Fund	1,173,006	1,173,006	6,498	714	1,196,356	1,173,158	(23,350)	101.99%	98.66%
Total Expenditures	\$ 15,513,069	15,513,069	7,248	1,464	7,002,325	6,239,511	8,510,744	45.14%	42.47%
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 70,932	70,932	79,939	82,388	8,433,233	8,457,348	8,362,301		
OTHER FINANCING SOURCES (USES)									
7900 Other Sources	-	-	-	-	-	-	-		
8900 Other Uses	-	-	-	-	(16)	-	16		
Total Other Financing Source (Uses)	\$ -	-	-	-	(16)	-	16		
Total Changes in Fund Balances	\$ 70,932	70,932	79,939	82,388	8,433,217	8,457,348	8,362,317		
Fund Balances, Beginning	3,949,491	3,949,491			4,057,107	3,911,753	107,616		
Fund Balances, Ending	\$ 4,020,423	4,020,423			12,490,324	12,369,101	8,469,933		

Waco Independent School District
Statement of Net Position
Proprietary Fund
As of July 31, 2020

	Governmental Activities ----- Internal Service Fund
Assets	
Current assets:	
Due from other funds	\$ 4,897,173
Other receivables	332
Prepaid items-health insurance	191,000
Total Assets	\$ 5,088,505
Liabilities	
Current liabilities:	
Accounts payable	\$ (129)
Other current liabilities	877,343
Health claims payable	1,233
Total current liabilities	\$ 878,447
Total liabilities	\$ 878,447
Net position	
Unrestricted net position	\$ 4,210,058
Total net position	\$ 5,088,505

Waco Independent School District
Statement of Revenues, Expenses, and Changes in Net Position
Budget and Actual
For the Period Ended July 31, 2020

Proprietary Fund
Governmental Activities - Internal Service Fund

	Budget	(Memo)		(Memo)		Difference Budget to Current Year-to-Date	CY YTD As % of Budget	PY YTD As % of Budget
		Monthly		Year-to-Date				
		Current 7/31/2020	Prior Year 7/31/2019	Current 7/31/2020	Prior Year 7/31/2019			
Operating revenues:								
Employee contributions:								
Group health	\$ 2,965,000	\$ 341,752	\$ 244,743	\$ 3,337,023	\$ 2,888,017	\$ 372,023	112.55%	90.54%
Assessments to other funds:								
Group health	9,071,000	773,349	812,441	8,445,604	8,316,438	(625,396)	93.11%	91.31%
Unemployment	39,000	4,601	7,886	49,705	84,456	10,705	127.45%	100.07%
Workers compensation	392,000	38,561	38,525	421,004	429,596	29,004	107.40%	99.72%
Total operating revenues	<u>\$ 12,467,000</u>	<u>1,158,263</u>	<u>1,103,595</u>	<u>12,253,336</u>	<u>11,718,507</u>	<u>(213,664)</u>	<u>98.29%</u>	<u>91.46%</u>
Operating expenses:								
Administrative fees	\$ 1,193,134	83,342	86,580	1,147,504	1,017,103	45,630	96.18%	76.24%
Claims expense:								
Medical claims	6,286,000	560,693	682,706	5,556,088	5,271,541	729,912	88.39%	83.17%
Prescription drug claims	3,273,000	246,360	207,656	2,543,516	2,753,886	729,484	77.71%	79.29%
Unemployment	39,000	-	-	23,355	36,097	15,645	59.88%	42.77%
Workers compensation	338,000	-	851	144,400	255,993	193,600	42.72%	59.42%
Stop-loss insurance	1,337,866	127,525	85,154	1,355,216	1,188,697	(17,350)	101.30%	103.20%
Total operating expenses	<u>\$ 12,467,000</u>	<u>1,017,920</u>	<u>1,062,947</u>	<u>10,770,079</u>	<u>10,523,317</u>	<u>1,696,921</u>	<u>86.39%</u>	<u>82.13%</u>
Change in net position	\$ -	<u>140,343</u>	<u>40,648</u>	1,483,257	1,195,190	1,483,257		
Net position:								
Net position, beginning	\$ 896,733			2,726,801	905,888	1,830,068		
Net position, ending	<u>\$ 896,733</u>			<u>\$ 4,210,058</u>	<u>\$ 2,101,078</u>	<u>\$ 3,313,325</u>		

Waco Independent School District
Statement of Cash Flows
For the Period Ended July 31, 2020

Proprietary Fund

	Governmental Activities Internal Service Fund
Cash flows from operating activities:	
Cash received from employee contributions	\$ 341,752
Cash received from assessments to other funds	676,168
Cash payments for claims	(807,053)
Cash payments for stop loss premiums	(127,525)
Cash payments for professional and contracted services	(83,342)
Net cash provided by operating activities	\$ -
Net increase in cash and cash equivalents	\$ -
Cash and cash equivalents at beginning of year	-
Cash and cash equivalents at end of year	\$ -
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 140,343
Effects of increases and decreases in current assets and liabilities:	
Increase in prepaid items	-
Decrease in due to other funds	(105,818.00)
Increase in other receivables	(23.00)
Decrease in accounts payable	(35,082.00)
Increase in claims liability	580.00
Net cash provided by operating activities	\$ -

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Dr. Susan Kincannon

RE: Execution of Termination and Release of Sports and Recreational Complex Agreement

=====
Background Information

In 1977 the District, the City of Waco and Baylor University entered into a “Sports and Recreational Complex Agreement” (the “1977 Agreement”) to create a recreational complex on 28+ acres of property (which at the time of the 1977 Agreement was owned by Baylor Stadium Corporation) with the recreational complex also being available for use by the public. The 1977 Agreement was recorded in the real property records of McLennan County.

As required by the 1977 Agreement, Baylor Stadium Corporation conveyed the 28+ acres in question to the City of Waco by warranty deed with required reversionary language, so that if the recreational complex ceased to be used as such, title would revert to Baylor Stadium Corporation. Subsequently, Baylor Stadium Corporation conveyed the reversionary interest to Baylor. The reversionary interest was then conveyed by Baylor to the City of Waco in 2016. This effectively vested fee simple title in the acreage in the city of Waco except for any interest the District might have by virtue of the 1977 Agreement.

In that regard, the District had obligations under the 1977 Agreement (i.e. recondition and restore the existing football field on the site to playing condition, purchase and install goal posts, construct concession stands and ticket booths, dressing rooms for both the "home team" and the "visiting team," including shower and toilet facilities, install a football scoreboard, press box, a public address system and adequate lighting for playing night football games, and construct additional grandstand seating).

Regarding such obligations, as set forth in the 1977 Agreement, the District agreed that it would make the improvements as funds were available to the District, and that it would make diligent effort to secure necessary funds in order that the recreational complex would be provided with the improvements as soon as practicable. Additionally, under the 1977 Agreement, the District agreed to share (equally with the City and Baylor University) the operating costs of the complex.

Although there was some money contributed by the District in the years shortly after the 1977 Agreement was executed, since that time the District has not funded or provided for such items.

Finally, the 1977 Agreement stated “each party hereto shall be entitled to the use and enjoyment of all present improvements, equipment and all subsequent improvements and equipment placed on and at the Recreational Center by any party hereto.”

Based on that history and the language in the proposed termination agreement, it is our view that if the Waco ISD Board approves the termination agreement and it is executed, the City of Waco will own the 28+ acres in fee simple with no restrictions/limitations requiring it to be used for a sports complex (or open to the public for use as such), with the City of Waco being solely responsible for any operation, expense and maintenance of the facility.

That said, in 2017, the prior City Manager for the City assured the prior Superintendent of the District that the City intended to leave the facility open to the public and did not intend to sell the property.

Under the terms of the Interlocal Agreement between the District, the City and McLennan County (for the venue project) the real property transactions contemplated in the Interlocal Agreement were specifically conditioned upon (among other things) the District approving and executing the termination agreement for the complex.

Fiscal Implications

None.

Administrative Recommendation(s):

Approve the execution of termination and release of the sports and recreational complex, as presented.

**TERMINATION AND RELEASE OF
SPORTS AND RECREATIONAL COMPLEX AGREEMENT**

THIS TERMINATION AND RELEASE OF SPORTS AND RECREATIONAL COMPLEX AGREEMENT (the "Agreement") is entered into by and between CITY OF WACO, TEXAS, a municipality ("City of Waco"), BAYLOR UNIVERSITY, a Texas non-profit corporation ("Baylor"), and WACO INDEPENDENT SCHOOL DISTRICT, an independent school district ("WISD"), as of the Effective Date set forth below.

RECITALS

WHEREAS, City of Waco, Baylor, and WISD executed that certain Sports and Recreational Complex Agreement, dated March 18, 1977 (the "Recreational Complex Agreement"), concerning the development and operation of a sports and recreational complex (the "Recreational Complex") on certain real property located in the City of Waco, McLennan County, Texas, commonly referred to as the "*Hart-Patterson Track and Field Complex*," and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, pursuant to the terms of the Recreational Complex Agreement, Baylor caused the Baylor Stadium Corporation to convey the Property to the City of Waco, subject to a reversionary interest (the "Reversionary Interest") retained by Baylor Stadium Corporation, by that certain Warranty Deed dated March 17, 1977, recorded in Volume 1256, Page 483, Deed Records, McLennan County, Texas;

WHEREAS, Baylor Stadium Corporation conveyed ownership of such Reversionary Interest to Baylor University by that certain Warranty Deed dated August 20, 1980, and recorded in Volume 1359, Page 40, Deed Records, McLennan County, Texas;

WHEREAS, by Special Warranty Deed from Baylor to City of Waco, dated as of December 1, 2017 (the "Special Warranty Deed"), and recorded under County Clerk's Instrument No. 2017_____, Official Public Records of McLennan County, Texas, Baylor has conveyed and released the Reversionary Interest to City of Waco;

WHEREAS, in consideration of such conveyance and release, the City of Waco, Baylor, and WISD desire to terminate the Recreational Complex Agreement and release all obligations thereunder, in accordance with the following terms.

AGREEMENT

NOW, THEREFORE, in consideration of Baylor's execution of the Special Warranty Deed, the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Termination of Recreational Complex Agreement.** The parties hereby terminate the Recreational Complex Agreement in its entirety.

2. **Mutual Release.** In consideration of the mutual covenants of the parties to this Agreement, City of Waco, Baylor, and WISD each hereby release and forever discharge the other

parties hereto, and their respective representatives, agents, and employees, of and from any and all obligations, liabilities, claims, debts, damages, demands, and causes of action which any party had, has, claims to have, or may later have against any other party hereto, related to or arising out of the Recreational Complex Agreement, the Recreational Complex, or the Property.

3. Miscellaneous.

(a) Authority. Each party represents to the other parties that it has full power and authority to execute this Agreement.

(b) Entire Agreement. This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof and supersedes all previous agreements and understandings of the parties, either oral or written (excluding the Special Warranty Deed from Baylor to City of Waco conveying the Reversionary Interest). This Agreement can be modified or amended only by a written agreement executed by all parties.

(c) Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.

(d) Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page to Follow This Page]

EXECUTED by the parties as of _____, _____ (the “Effective Date”).

CITY OF WACO

Signature: _____

Printed Name: _____

Title: _____

BAYLOR UNIVERSITY

Signature: _____

Printed Name: _____

Title: _____

Attest: _____

Printed Name: _____

Title: _____

WACO INDEPENDENT SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
(Property Description)

BEING a tract of land containing 28.679 acres, more or less, being the residue of the Baylor Stadium Corporation 30.55 acre tract described as the Eighth Tract in a deed from Baylor University, a corporation, dated March 26, 1949, and recorded in Volume 632, Page 255, of the Deed Records of McLennan County, Texas, being out of the T. J. Chambers Grant, Waco, McLennan County, Texas; and being that same 28.679 acre tract or parcel of land described in that certain Warranty Deed from Baylor Stadium Corporation to the City of Waco, Texas, dated March 17, 1977, and recorded in Volume 1256, Page 483, of the Deed Records of McLennan County, Texas, and described by metes and bounds in said deed as follows:

BEGINNING at an iron stake at the point of intersection of the NW line of Clay Avenue and the N line of S. 32nd. St. (Vol. 1198, Pg. 570), for corner of this;

THENCE: Along N lines of said S 32nd. St., as follows:

In a Northwesterly direction around a curve to the left ($D = 23.9131^\circ$), a distance of 160.86 ft., the chord of which bears $N 69^\circ 34' W 158.16$ ft. to an iron stake at the P.T. of said curve,

$N 88^\circ 48' W 480$ ft. to a lead plug at the P.C. of a curve to the right ($D = 37.7644^\circ$),

In a Northwesterly direction around said curve 117.57 ft. the chord of which bears $N 66^\circ 36' W 114.66$ ft. to a lead plug at the P.T. of said curve, and

$N 44^\circ 24' W 129.3$ ft. to an iron stake in the NW line of said 30.55 ac. tract and the SE line of the M.K. & T. R.R., for corner of this;

THENCE: In a Northwesterly direction around a curve to the right ($R = 4024.31'$) along the SE line of said R.R. and the NW line of said 30.55 ac. tract, a distance of 629.8 ft. the chord of which bears $N 41^\circ 13' E 629.16$ ft. to an iron stake at the P.T. of said curve;

THENCE: $N 45^\circ 42' E 1189.9$ ft. along the SE line of said R.R. and the NW line of said 30.55 ac. tract to the N corner thereof, for N corner of this, from which an iron stake bears $S 44^\circ 16' E 35.45$ ft., in the SW line of S. 28th St.;

THENCE: $S 44^\circ 16' E 763.45$ ft. along the SW line of said S. 28th. St. and the NE line of said 30.55 ac. tract to an iron stake at the E corner thereof, for E corner of this, in the NW line of Clay Avenue;

THENCE: $S 45^\circ 26' W 1368.75$ ft. along the SE line of said 30.55 ac. Tract and the NW line of said Clay Avenue to the place of beginning.

Waco Independent School District

Board of Trustee Workshop Agenda Item

Date: August 27, 2020

Contact Person: Dr. Josie Gutierrez

RE: T-TESS Appraisers for 2020-2021

=====
Background Information:

Per DNA (Local), the District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations. The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor

The Board approved T-TESS appraisers at the August 13, 2020, Special meeting. Since that time, we have a few additions, Dr. Isaac Carrier, Dr. Beth Brabham and Krystal Collier are T-TESS certified and will be completing teacher evaluations this school year.

Fiscal Implications:

None

Administrative Recommendation(s):

Approve 2020-2021 T-TESS Appraisers as presented.

2020-21 T-TESS Appraisers
August 27, 2020

Last Name, First Name	Last Name, First Name	Last Name, First Name
Brabham, Beth	Carrier, Isaac Charles	Collier, Krystal

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Lara Robertson

RE: Accept Gift Over \$50,000 and Gifts Report

=====

Background Information (Gifts >\$50,000 for Board Approval):

The Waco ISD Education Foundation awarded 31 innovative grants across 12 campuses valued at \$125,373.00. Campuses that will benefit include Alta Vista Elementary, ATLAS Academy, Cedar Ridge Elementary, Crestview Elementary, Hillcrest PDS, Kendrick Elementary, Lake Air Montessori Magnet, Mountainview Elementary, Tennyson Middle, Waco High, West Avenue Elementary and University High.

Fiscal Implications (All Gifts):

A total increase of \$129,786.00 in cash, items, and services donated to Waco ISD was recorded for the August 2020 report.

Administrative Recommendation(s):

The administration recommends acceptance of the gift over \$50,000.

Waco ISD Gifts Report - August 2020 - Page 1 of 1

Date	Name	Cash	Item	Service	Total	Description	Campus
8/20/2020	Waco ISD Education Foundation	\$125,373.00			\$125,373.00	31 - Innovative Classroom Grants (2020-2021)	various campuses
8/19/2020	First Baptist Church of Waco		\$175.00		\$175.00	clothes (shirts, socks, underwear)	Bell's Hill Elementary
8/19/2020	First Baptist Church of Waco		\$500.00		\$500.00	clothing/uniforms	Bell's Hill Elementary
8/13/2020	Bella + Canvas		\$470.00		\$470.00	kids' face masks	Brook Avenue Elementary
8/12/2020	Walraven		\$750.00		\$750.00	take home folders	Brook Avenue Elementary
8/12/2020	Walraven		\$1,000.00		\$1,000.00	pickup tags	Brook Avenue Elementary
8/12/2020	VOICE, Inc		\$1,500.00		\$1,500.00	family activity bags	Brook Avenue Elementary
8/5/2020	Community Bank & Trust				\$0.00	50 bags of supplies for teachers	Waco High
8/5/2020	Walk-Ons		\$500.00		\$500.00	50-\$10 gift cards for teachers	Waco High
7/31/2020	Centex Manufacturing		\$100.00		\$100.00	10-\$10 Starbucks gift cards for teachers	Waco High
7/31/2020	Alliance Bank		\$200.00		\$200.00	20-\$10 Starbucks & Sonic gift cards	Waco High
7/31/2020	Richard Karr Motors		\$100.00		\$100.00	10-\$10 Bush's gift cards for teachers	Waco High
6/23/2020	Schwartz Family		\$500.00		\$500.00	miscellaneous school and art supplies	Brook Avenue Elementary
	TOTALS	\$ 125,373.00	\$ 4,395.00	\$ -	\$ 129,768.00		

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Sheryl Davis

RE: Public Meeting to Discuss the 2020-2021 Budget and Proposed Tax Rate

=====

Background Information:

In accordance with Section 44.004 of the Education Code, the District must conduct a public hearing to discuss the 2020-2021 budgets and the proposed tax rate. All requirements for budget adoption and setting the tax rate will be met with the holding of this public hearing. The purpose of the hearing is to allow any taxpayer of the District to present any comments regarding the budget or the proposed tax rate.

Notice of the public hearing was published in the newspaper on August 14, 2020. Additionally, both the notice and the proposed budget as compared to the prior year have been posted on the District's website since that date.

Fiscal Implications:

None

Administrative Recommendations:

No action is required. The public hearing is for input only.



Waco ISD Public Meeting to Discuss 2020-2021 Budget and Tax Rate

August 27, 2020

2020-2021

Education Code 44.002

- The Superintendent shall prepare, or cause to be prepared, a budget covering all proposed expenditures of the District for the following fiscal year
- A summary of the proposed budget, as compared to the prior year's revised budget, is posted on the District's Financial Transparency web page at www.wacoisd.org

2020-2021

Texas Property Tax Law

- The Texas Constitution, Tax Code, and Education Code embody the concepts of truth-in-taxation which require school districts to comply with certain steps in adopting tax rates
- Texas school district tax rates are composed of two parts, a Maintenance & Operations (M&O) tax rate and an Interest & Sinking (I&S) tax rate
 - M&O taxes help pay the operating expenses of the district such as salaries, utilities, supplies, equipment, and contracted services
 - I&S taxes pay the principal and interest on voter-approved bond issues to construct or improve facilities or purchase major equipment such as school buses
- Property tax collections through both the M&O and I&S tax rates serve as the “local” match in leveraging state revenue

2020-2021

Truth-in-Taxation

Proposed Tax Rate

Maintenance Tax	\$1.039800/\$100 <i>(proposed rate for maintenance and operations)</i>
School Debt Service Tax Approved by Local Voters	\$ 0.224153/\$100 <i>(proposed rate to pay bonded indebtedness)</i>

Comparison of Proposed Budget with Last Year's Budget

Maintenance and Operations	0.88 % increase
Debt Service	-2.41% decrease
Total expenditures	0.60% increase

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

2020-2021

Truth-in-Taxation

Total Appraised Value and Total Taxable Value

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$ 9,661,005,777	\$ 10,104,770,683
Total appraised value* of new property**	\$ 76,974,210	\$ 77,058,980
Total taxable value*** of all property	\$ 6,137,113,260	\$ 6,448,220,570
Total taxable value*** of new property**	\$ 75,202,499	\$ 69,920,419

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

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

*** Taxable Value is defined by Section 1.04(10), Tax Code

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness*	\$ 134,020,000
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* Outstanding principal

2020-2021

Truth-in-Taxation

Comparison of Proposed Rates with Last Year's Rates

	Maintenance & Operations	Interest & Sinking*	Total	Local Revenue per Student	State Revenue per Student
Last year's rate	\$ 1.068350	\$ 0.234100*	\$ 1.302450	\$ 5,465	\$ 5,718
Rate to maintain same level of maintenance & operations revenue & pay debt service	\$ 1.013080	\$ 0.224150*	\$ 1.237230	\$ 5,048	\$ 6,054
Proposed rate	\$ 1.039800	\$ 0.224153*	\$ 1.263953	\$ 5,890	\$ 5,618

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

2020-2021

Truth-in-Taxation

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

	Last Year	This Year
Average market value of residences	\$ 141,650	\$ 151,232
Average taxable value of residences	\$ 106,955	\$ 117,499
Last year's rate versus proposed rate per \$100 valuation	\$ 1.302450	\$ 1.263953
Taxes due on average residence	\$ 1,393.04	\$ 1,485.13
Increase (decrease) in taxes		\$ 92.10

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

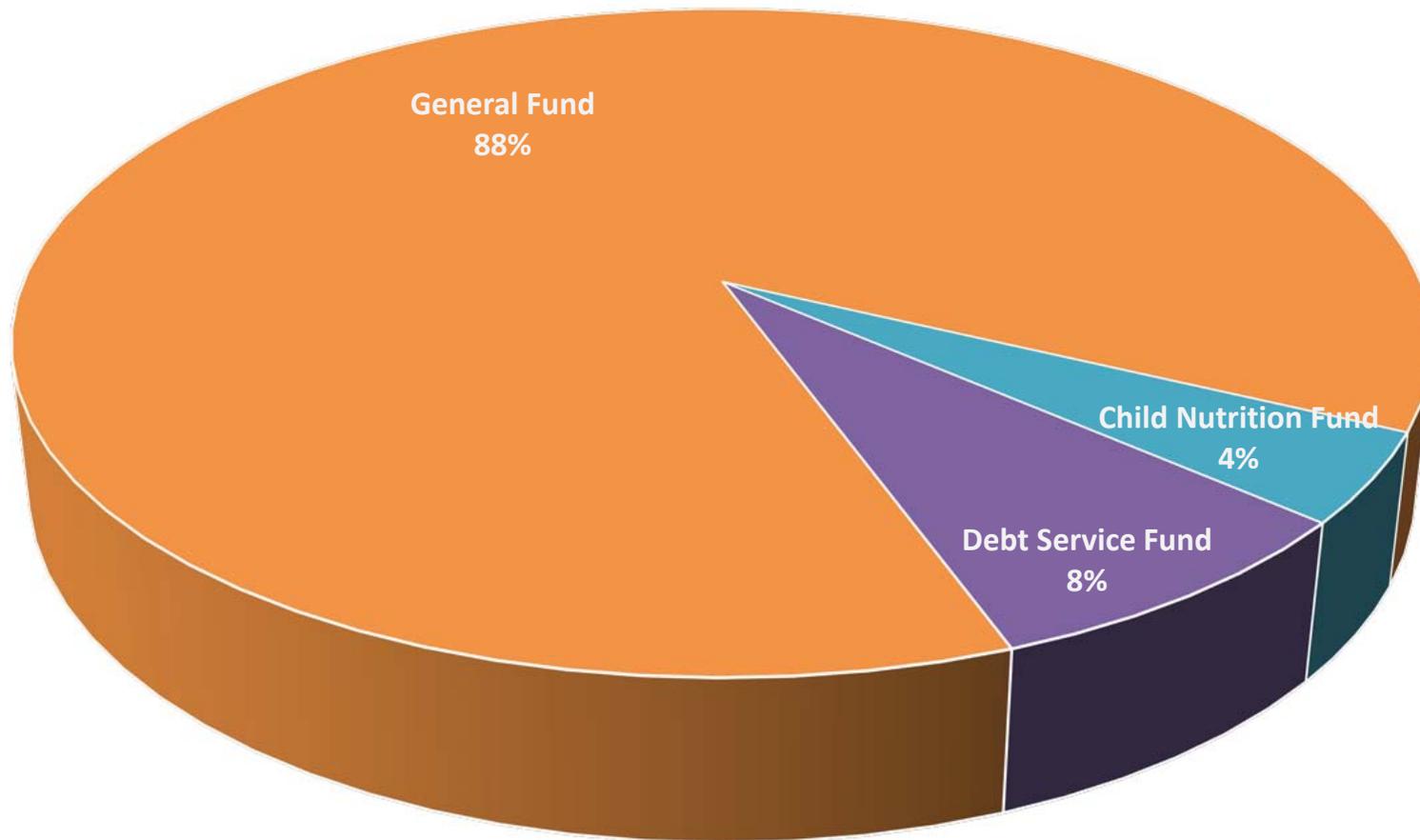
Voter-Approval Rate

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.263953. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.263953.

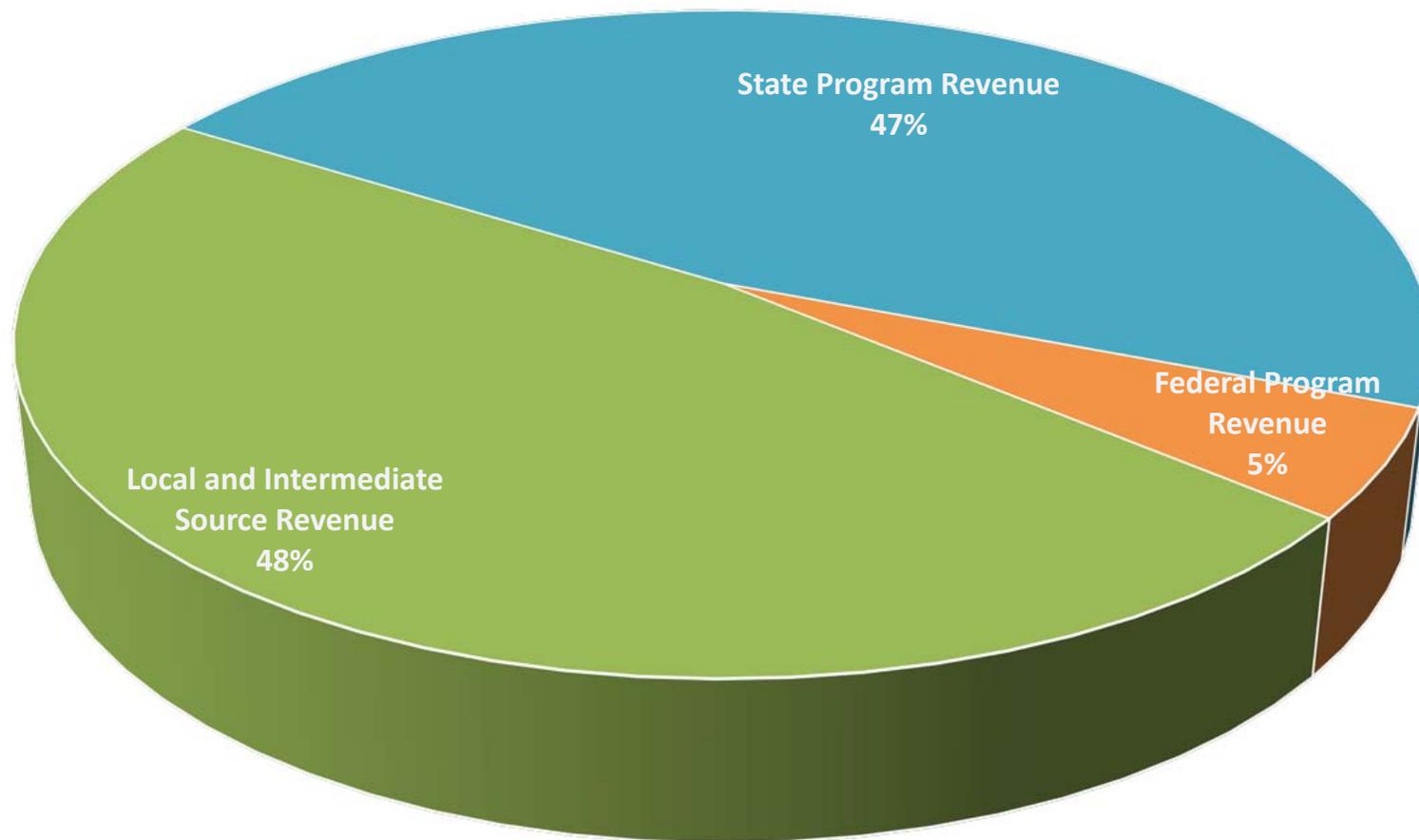
2020-2021 Official Budget Summary

	General Fund	Child Nutrition Fund	Debt Service Fund	Summary Total
Estimated revenue	\$ 160,532,322	\$ 7,005,641	\$ 15,428,669	\$ 182,966,632
Appropriations	165,092,269	8,171,868	15,138,979	188,403,116
Increase (decrease)	(4,559,947)	(1,166,227)	289,690	(5,436,484)
Operating transfers	(664,000)	0	0	(664,000)
Increase (decrease)	(5,223,947)	(1,166,227)	289,690	(6,100,484)
Beginning fund balance	50,037,203	2,445,387	3,974,721	56,457,311
Ending fund balance	\$ 44,813,256	\$ 1,279,160	\$ 4,264,411	\$ 50,356,827

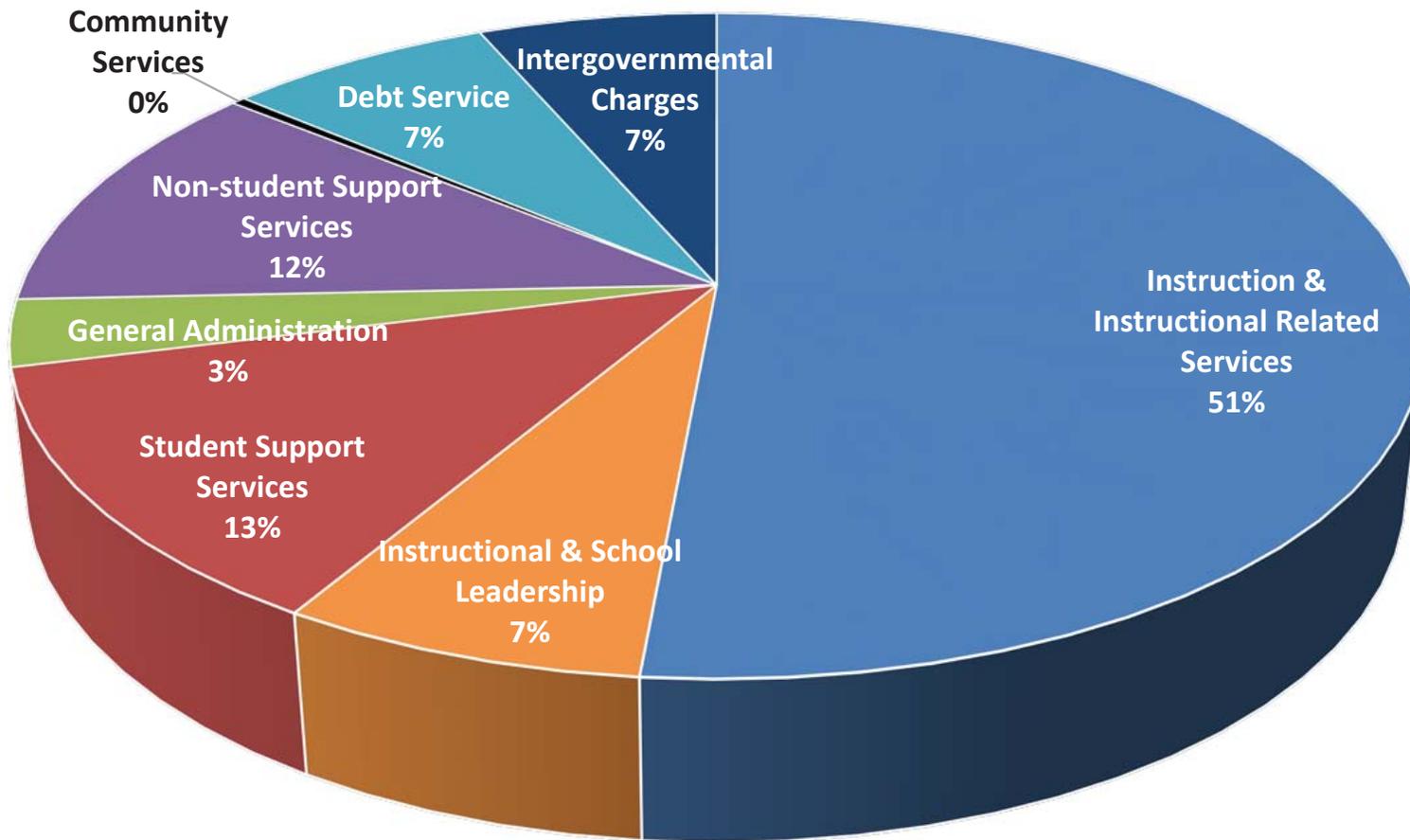
2020-2021 Official Budget Summary



2020-2021 Official Budget Summary

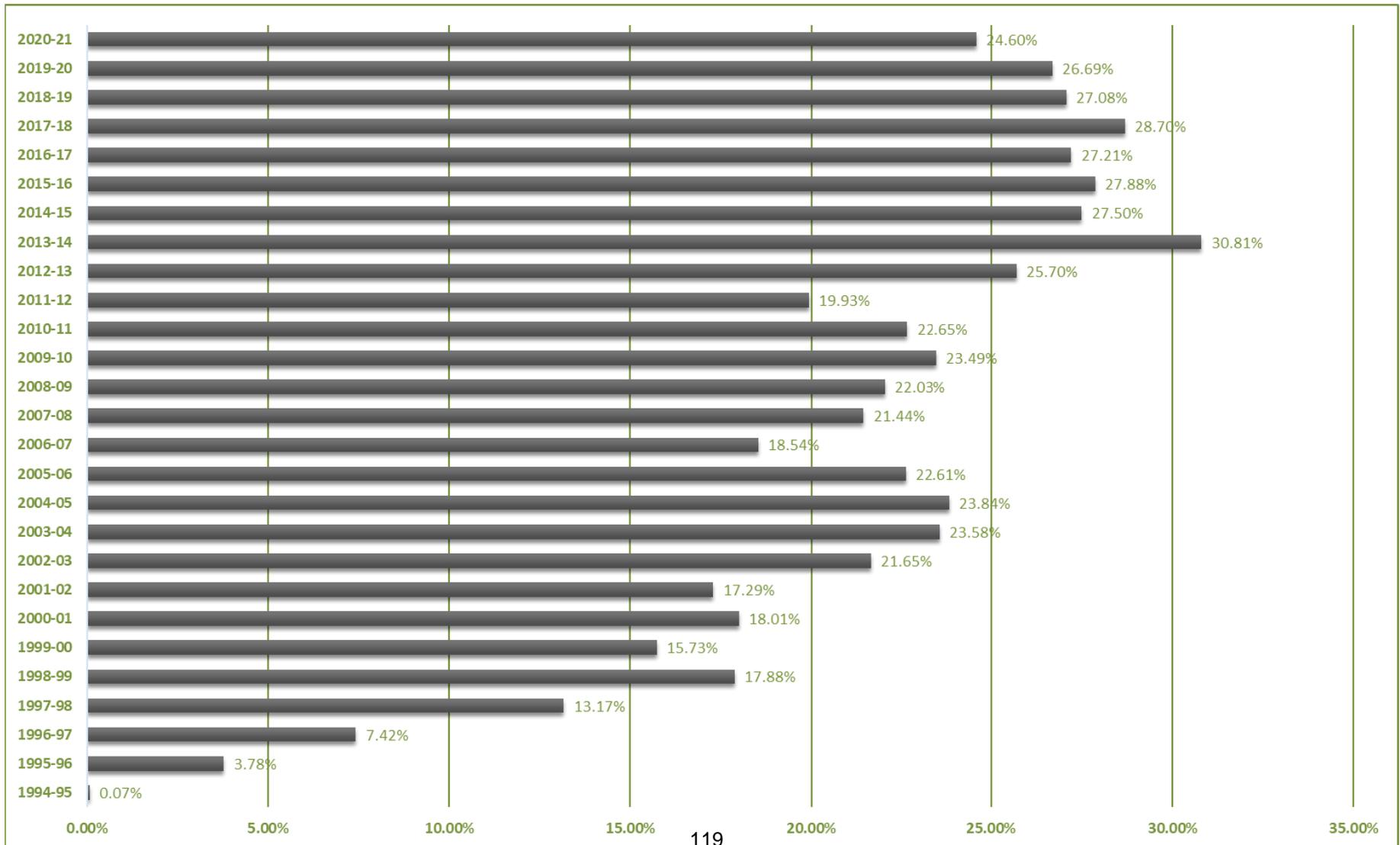


2020-2021 Official Budget Summary

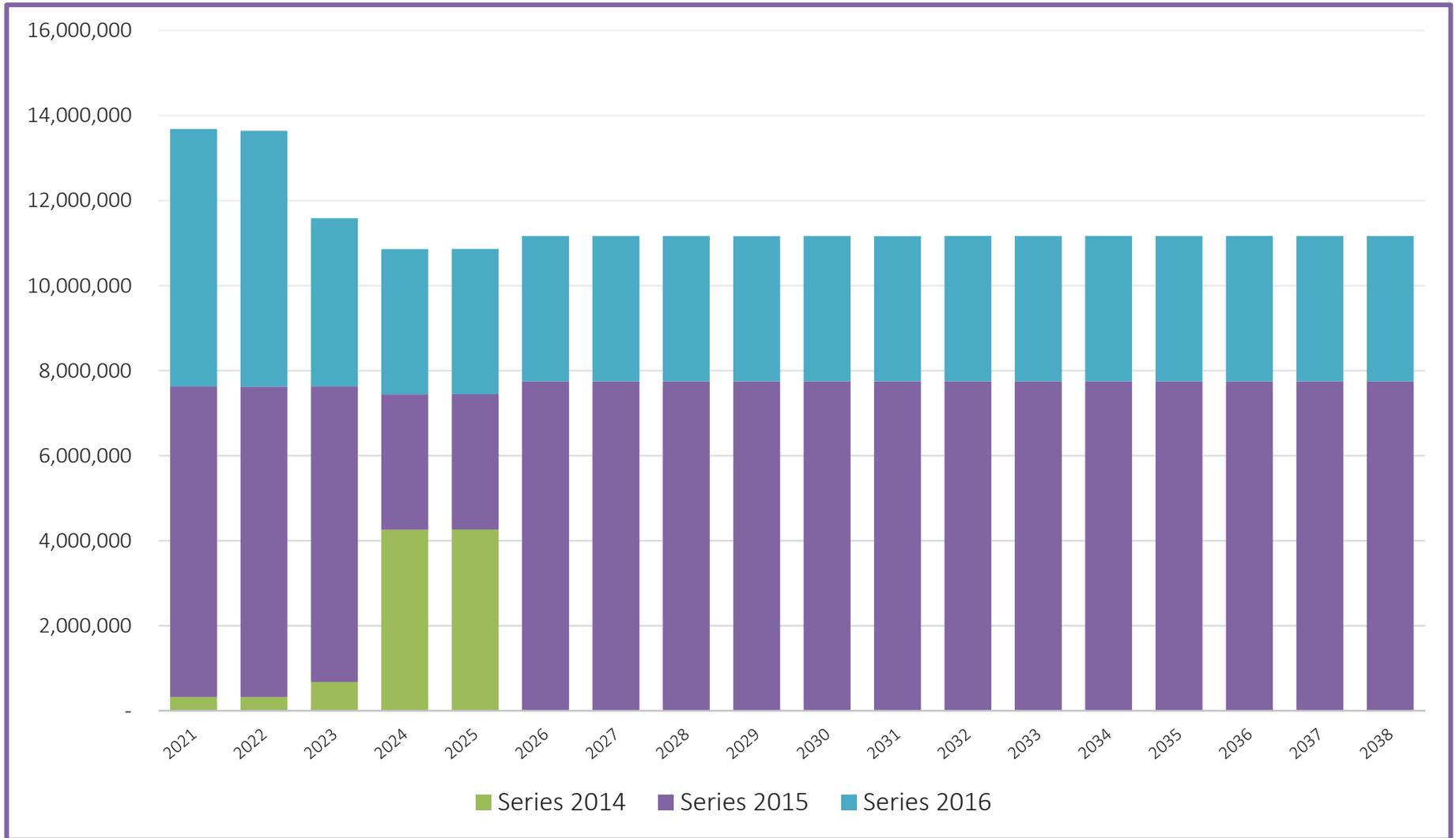


2020-2021

General Unassigned Fund Balance



2020-2021 Debt Service by Series



2020-2021

Public Input

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: August 27, 2020

Contact Person: Sheryl Davis

RE: Consider, Discuss, and Take Appropriate Action Regarding an Order Authorizing the Issuance of Waco Independent School District Unlimited Tax Refunding Bonds, which May Be Issued in One or More Series; Levying a Tax and Providing for the Security and Payment Thereof, Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of One or More Purchase Contracts, Paying Agent/Registrar Agreements, and Escrow Agreements Relating to Such Bonds; Approving the Preparation of One or More Official Statements; and Enacting Other Provisions Relating Thereto

=====

Background Information:

The current interest rate environment offers an opportunity for interest expense savings. To obtain maximum savings, the proposed refunding assumes the following:

- A current refunding of all callable maturities of the Series 2014, 2015, and 2016 Unlimited Tax Refunding Bonds;
- Bonds may be issued in one or more series as taxable or non-taxable bonds, in the form of current interest bonds and/or capital appreciation bonds;
- The aggregate principal amount of the Bonds to be issued shall not exceed \$113,075,000; and
- The sale of bonds may be negotiated or competitive.

A refunding analysis, prepared by RBC Capital Markets, is attached. Assuming the Permanent School Fund (PSF) enhancement, an underlying credit rating of “Aa2/AA1” and current market interest rates, the District could achieve approximately \$7.1 million in gross savings or a present value savings of 12.69%. Actual savings will be dependent on interest rates at the time of the refunding. The administration will work closely with the financial advisor and underwriters in determining the final bonds to be refunded as well as the timing of the sale.

A copy of the draft Bond Order authorizing the issuance of Waco ISD Unlimited Tax Refunding Bonds, in accordance with certain parameters, is also attached. The parameters contained in the Order (see Section 7.01) include the following:

- The refunding of the bonds shall produce a net present value debt service savings of at least 4.50% of the principal amount of the Refunded Bonds being refunded with such series of Bonds;
- The aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;

- The Bonds shall not bear interest at a true interest cost greater than 4.00%; provided that the net effective interest rate on the bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;
- The refunding Bonds authorized to be issued pursuant to Section 3.02 shall mature not later than the final maturity of the Refunded Bonds being refunded by such series of Bonds; and
- Prior to delivery of the Bonds to the Underwriters or Purchasers, the Bonds must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations.

Additionally, the order identifies the Superintendent or Assistant Superintendent of Finance and Operations as “Authorized Officers” to execute and deliver, on behalf of the District, one or more Purchase Contracts, providing for the sale of the Bonds and to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

The authority granted to the Authorized Officer shall expire on a date 365 days from the date of the Board’s approval of the order unless otherwise extended by the Board by separate action.

It is proposed that these bonds be refunded to optimize interest savings to the District. The District’s financial advisor, Robert Traylor of RBC Capital Markets, and bond counsel, Rob Collins of Bracewell LLP, will be present to discuss the current refunding possibilities.

Fiscal Implications:

The bond refunding would result in interest savings over the remaining life of the bonds. The savings will be recognized in reduced property tax requirements.

Administration Recommendation:

The Administration recommends that the Board of Trustees approve the Order Authorizing the Issuance of Waco Independent School District Unlimited Tax Refunding Bonds, which may be issued in one or more series; levying a tax and providing for the security and payment thereof, providing for the award of the sales thereof in accordance with specified parameters; authorizing the execution and delivery of purchase contracts, paying agent/registrars agreements, and escrow agreements relating to such bonds; approving the preparation of one or more Official Statements; and enacting other provisions relating thereto within agreed upon parameters.

Preliminary Refunding Analysis

Summary of Assumptions

The District has the opportunity to advance refund the outstanding debt listed below on a **taxable** basis to create level debt service savings in years 2022 – 2038. The refunding assumes current PSF rates with the District’s underlying “Aa2/AA-” ratings. The refunding bonds have substantially the same structure, maturity, and debt service schedule as the refunded bonds with an assumed delivery date on October 15, 2020

Refunding Candidates

Series	Maturities to be Refunded	Refunded Par Amount	Coupon Range	Call Date	Call Price
U/L Tax Ref Bds Ser 2015	2026 - 2038	\$ 77,250,000	4.00% - 5.00%	08/15/2024	100.00%
Total		\$ 77,250,000			

Summary of Refunding Analysis Results

	- 25 bps	Current	+ 25 bps
Refunded Par	\$ 77,250,000	\$ 77,250,000	\$ 77,250,000
Average Coupon of Refunded Bonds	4.96%	4.96%	4.96%
All-In TIC	1.60%	1.84%	2.09%
Arbitrage Yield	1.52%	1.76%	2.01%
Escrow Yield	0.15%	0.15%	0.15%
Net Debt Service Savings	\$ 10,967,376	\$ 8,353,210	\$ 5,700,653
Average Annual Debt Service Savings	\$ 645,140	\$ 491,365	\$ 335,333
Net PV Savings	\$ 9,529,621	\$ 7,110,081	\$ 4,761,695
PV Savings as % of Refunded Par	12.34%	13.97%	9.35%

Estimated Annual Debt Service Savings

Date (08/31)	Prior Debt Service	Refunding Debt Service	Net Savings	Present Value Savings
2021	\$2,750,026	\$2,750,026	\$0	\$3,212
2022	3,183,600	2,693,031	490,569	479,574
2023	3,183,600	2,693,031	490,569	471,224
2024	3,183,600	2,693,031	490,569	463,019
2025	3,183,600	2,693,031	490,569	454,957
2026	7,748,600	7,258,031	490,569	447,035
2027	7,750,350	7,258,031	492,319	439,911
2028	7,750,600	7,261,031	489,569	429,921
2029	7,749,200	7,256,031	493,169	425,777
2030	7,749,800	7,257,781	492,019	417,670
2031	7,747,000	7,255,281	491,719	410,441
2032	7,750,600	7,256,360	494,240	404,885
2033	7,750,000	7,259,511	490,489	394,389
2034	7,750,000	7,256,935	493,065	389,084
2035	7,750,200	7,260,877	489,323	378,971
2036	7,750,200	7,255,823	494,377	375,749
2037	7,749,600	7,259,480	490,120	365,598
2038	7,748,000	7,258,042	489,958	358,663
Total	\$116,228,576	\$107,875,366	\$8,353,210	\$7,110,081

Summary of Waco ISD Refundings



 \$7,575,000 Unlimited Tax Refunding Bonds, Series 2010 April 2010	 \$9,635,000 Unlimited Tax School Refunding Bonds, Taxable Series 2013 January 2013	 \$8,470,000 Unlimited Tax Refunding Bonds, Series 2014 October 2014	 \$97,985,000 Unlimited Tax Refunding Bonds, Series 2015 April 2015	 \$77,250,000* Unlimited Tax Refunding Bonds, Taxable Series 2020 October 2020
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						Totals
Par Refunded	\$7,575,000	\$9,645,000	\$8,470,000	\$97,985,000	\$77,250,000*	\$200,925,000
Total Savings	\$503,245	\$896,824	\$1,201,304	\$14,503,469	\$8,353,210*	\$25,458,052
PV Savings	\$427,953	\$848,411	\$1,060,135	\$10,474,680	\$7,110,081*	\$19,921,260
PV Savings%	5.65%	8.80%	12.52%	10.70%	9.20%*	9.91%

* Preliminary, subject to change.

ORDER AUTHORIZING THE ISSUANCE OF WACO INDEPENDENT
SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS WHICH MAY
BE ISSUED IN ONE OR MORE SERIES

Adopted: August 27, 2020

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AN ORDER AUTHORIZING THE ISSUANCE OF WACO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE CONTRACTS, PAYING AGENT/REGISTRAR AGREEMENTS AND ESCROW AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, there are presently outstanding certain obligations of Waco Independent School District (the "District"), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the "Refunded Bond Candidates"), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificates (as hereinafter defined) executed under this order from time to time and shall be refunded pursuant to this Order and the Pricing Certificates; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Bonds in advance of their maturities, and to accomplish such refunding or defeasance by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the Board of Trustees (the "Board") of the District desires to authorize the execution of one or more escrow agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Bonds when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the Board of the District hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board hereby finds and determines that the refunding contemplated in this Order will benefit the District by allowing it to restructure its debt and providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, the Board hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its bonds at this time, and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapters 1207 and 1371, the District desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF WACO INDEPENDENT SCHOOL DISTRICT:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Accreted Value” means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefore, with interest thereon compounded semiannually, as set forth in the Pricing Certificate.

“Authorized Officer” means the Superintendent or Assistant Superintendent for Finance and Operations of the District.

“Board” means the Board of Trustees of the District.

“Bond” means any of the Bonds.

“Bond Counsel” means Bracewell LLP.

“Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Capital Appreciation Bonds” means, collectively, the Bonds designated as Capital Appreciation Bonds in the Pricing Certificate, if any, and with respect to which interest is compounded semiannually and is payable only at Maturity.

“Chapter 1207” means Chapter 1207, Texas Government Code, as amended.

“Chapter 1371” means Chapter 1371, Texas Government Code, as amended.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Current Interest Bonds” means, collectively, the Bonds designated as Current Interest Bonds in the Pricing Certificate and with respect to which interest is payable on each Interest Payment Date.

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Order, its corporate trust office or at such other location as may be designated in the Pricing Certificate or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Escrow Agent” means, with respect to each series or subseries of Bonds issued in any part to refund all or a portion of the Refunded Bonds, the Escrow Agent designated in the Pricing Certificate, or any successor thereto.

“Escrow Agreement” means, with respect to each series or subseries of Bonds issued in any part to refund all or a portion of the Refunded Bonds, the escrow agreement by and between the District and the Escrow Agent relating to the Refunded Bonds being refunded by such series of Bonds.

“Escrow Fund” means, with respect to each series or subseries of Bonds issued in any part to refund all or a portion of the Refunded Bonds, the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds being refunded by such series of Bonds.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, unless the orders authorizing the Refunded Bonds contain further limitations on such securities, in which case only the securities authorized under such orders shall constitute Escrow Securities.

“Financial Obligation” shall have the meaning given to such term in Section 13.01 of this Order.

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bonds” means the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

“Initial Capital Appreciation Bond” means the Initial Capital Appreciation Bond authorized by Section 3.02.

“Initial Current Interest Bond” means the Initial Current Interest Bond authorized by Section 3.02.

“Interest Payment Date” means, with respect to the Current Interest Bonds, the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“Maturity Amount” means, with respect to the Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

“MSRB” shall have the meaning given to such term in Section 13.01 of this Order.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means, with respect to each series or subseries of Bonds, the Paying Agent/Registrar designated in the Pricing Certificate, or any successor thereto.

“Paying Agent Registrar Agreement” means, with respect to each series or subseries of Bonds, the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means, with respect to each series or subseries of Bonds, the pricing certificate or pricing certificates setting forth the final terms of the Bonds, as directed by and pursuant to the Order, to be executed by the Authorized Officer.

“Purchase Contract” means, if any series or subseries of Bonds are sold in a negotiated sale, the purchase contract between the District and the Underwriters providing for the sale of such Bonds to the Underwriters.

“Purchaser” means, if any series or subseries of Bonds are sold in a competitive sale, the initial purchaser of such Bonds designated in the Pricing Certificate.

“Record Date” means, with respect to the Current Interest Bonds, the close of business on the last Business Day of the month next preceding an Interest Payment Date or such other date as specified in the Pricing Certificate.

“Refunded Bond Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Bonds in the Pricing Certificate.

“Refunded Bonds” means those obligations of the District designated as such in the Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Register” means the Bond register required by Section 3.06(a).

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” shall have the meaning given to such term in Section 13.01 of this Order.

“Rule” shall have the meaning given to such term in Section 13.01 of this Order.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” means, if any series or subseries of Bonds are sold in a negotiated sale, the underwriters designated in the Pricing Certificate relating to such Bonds.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of Debt Service when due and as payable in accordance with the terms of the Bonds and this Order.

(d) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Interest and Sinking Fund when it sets its debt service tax rate each year.

(e) To the extent required, and for so long as required, the District covenants to comply with the provisions of Section 45.0031 and to not set a tax rate for a year until the District has credited to the account of the Interest and Sinking Fund the amount of State assistance received or to be received in accordance with the terms of Section 45.0031.

(f) To the extent the District has available funds which may be lawfully used to pay Debt Service and such funds are on deposit in the Interest and Sinking Fund in advance of the time when the Board is scheduled to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund.

(g) If the lien and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption., and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

Section 2.02. Application of Chapter 1208, Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 2.01, and such pledge thereto is valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the District under Section 2.01 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds the perfection of a security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. One or more series or subseries of the District's bonds as may be designated and having such title or titles as may be specified in the respective Pricing Certificates for each such series or subseries, are hereby authorized to be issued and delivered, from time to time, in accordance with the Constitution and laws of the State of Texas, including particularly, Chapters 1207 and 1371. The designation for each such series or subseries of Bonds shall contain information identifying the Bonds as Waco Independent School District Unlimited Tax Refunding Bonds. The Bonds shall be issued in an aggregate principal amount not to exceed \$113,075,000 for the purpose of refunding the Refunded Bonds and paying the costs of issuing the Bonds. The total principal amount of the Bonds to be issued from time to time pursuant to this Order shall not exceed \$113,075,000, and the respective Pricing Certificate

for each such series or subseries of Bonds shall reflect the amount of the authorization utilized and remaining under this Order.

Section 3.02. Date, Denomination, Maturities, and Interest.

(a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

(b) The Current Interest Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond, which shall be numbered ICI-1.

(c) The Current Interest Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Current Interest Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

(e) The Capital Appreciation Bonds shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Capital Appreciation Bond, which shall be numbered ICA-1.

(f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Accreted Values thereof), and shall mature on the dates and in the Maturity Amounts set forth in the Pricing Certificate.

(g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.

Section 3.03. Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Current Interest Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to

whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Current Interest Bond and the Maturity Amount of each Capital Appreciation Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond representing the entire principal amount of the Current Interest Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond representing the aggregate Maturity Amount of the Capital Appreciation Bonds designated in the Pricing Certificate, each such Initial Bond to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, with the Closing will be delivered to the Representative or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject

to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) bearing a number not

contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry Only System.

(a) To the extent so designated in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co.,

as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption.

(a) The Current Interest Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(b) The Capital Appreciation Bonds shall be subject to optional redemption at the option of the District at such times, in such Maturity Amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(c) The District, at least 45 days before any redemption date for the Bonds, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Current Interest Bonds or Maturity Amount of Capital Appreciation Bonds, as applicable, to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Current Interest Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Current Interest Bonds or Capital Appreciation Bonds, as applicable, are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount or Maturity Amount, as applicable, thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method.

(b) A portion of a single Current Interest Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Current Interest Bond as though it were a single Bond for purposes of selection for redemption. A portion of a single Capital Appreciation Bonds of a denomination greater than \$5,000 Maturity Amount may be redeemed, but only in a Maturity Amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 Maturity Amount portion of such Capital Appreciation Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount, or Maturity Amount, as applicable, equal to the unredeemed principal amount, or Maturity Amount, as applicable, of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain

Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.05(b), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for each series of Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, one or more Paying Agent/Registrar Agreements, specifying the duties and responsibilities of the District and the Paying Agent/Registrar, in the substantially final form presented herewith and hereby approved, with such changes as may be necessary or desirable to conform to the terms of the Bonds and approved by the Authorized Officer, such approval to be evidenced by the execution thereof.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve and perform the duties and services of paying and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bonds, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee to appear on each of the Bonds (i) shall be substantially in the forms set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds shall be sold to the Underwriters or the Purchasers at a negotiated or a competitive sale in one or more series or subseries from time to time in accordance with the terms of this Order. As authorized by Chapters 1207 and 1371, the Authorized Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining whether the Bonds shall be

sold pursuant to a negotiated or competitive sale and, in accordance with this Section 7.01, the Purchaser or Underwriters of the Bonds, the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, from time to time, whether such Bonds shall be issued as new money bonds, refunding bonds and/or combination new money and refunding bonds, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, the aggregate principal amount of Bonds to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, acquisition of the Permanent School Fund Guarantee for the Bonds, retaining the verification agent, whether or not the Bonds will be designated as qualified tax-exempt obligations, whether the Bonds will be issued as tax-exempt or taxable bonds, the selection of the Underwriters and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

(i) the refunding of the Refunded Bonds shall produce a total net present value debt service savings of at least 4.50% of the principal amount of the Refunded Bonds being refunded with such series of Bonds;

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;

(iii) the Bonds shall not bear interest at a true interest cost greater than 4.00%; provided that the net effective interest rate on the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iv) the refunding Bonds authorized to be issued pursuant to Section 3.01 shall mature not later than the final maturity of the Refunded Bonds being refunded by such series of Bonds; and

(v) prior to delivery of the Bonds to the Underwriters or Purchasers, the Bonds must have been rated by a national recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations.

If the Bonds are sold in a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a bond purchase contract (the "Purchase Contract"), providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. If the Bonds are sold in a competitive sale, the Authorized Officer is authorized to, in conformity with this Order, approve the terms, conditions and specifications for the sale of the Bonds in the Notice of Sale. The Authorized Officer is further authorized to

award the sale of the Bonds to the purchaser submitting a bid form conforming to the specifications set forth in the Notice of Sale which produces the lowest true interest cost to the District. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Underwriter or Representative (if the Bonds are sold in a negotiated sale) or to the Purchaser (if the Bonds are sold in a competitive sale), as applicable, or such other entity as may be specified in the Pricing Certificate.

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on the date that is three hundred and sixty-five (365) days from the date of adoption of this Order, unless otherwise extended by the Board by separate action.

(c) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District a Preliminary Official Statement and a Notice of Sale (to be used if the Bonds are sold in a competitive sale) for use in the initial offering and sale of the Bonds. The District hereby authorizes the Authorized Officer to approve the final form and content and distribution of the Preliminary Official Statement and the Notice of Sale prepared for use in the initial offering and sale of the Bonds and to certify or otherwise represent that the Preliminary Official Statement is a “deemed final” official statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the “Official Statement”). The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters or the Purchasers, as applicable, are hereby authorized. The District hereby authorizes the preparation of a final Official Statement (the “Official Statement”) reflecting the terms of the Purchase Contract (if the Bonds are sold in a negotiated sale) or the winning bid form (if the Bonds are sold in a competitive sale) and other relevant information. The use of such final Official Statement by the Underwriters or Purchaser, as applicable (in the form and with such appropriate variations as shall be approved by the Authorized Officer) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement. The Secretary of the Board is hereby authorized and directed to include and maintain a copy of the Preliminary Official Statement and the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(d) The President or Vice President of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State of Texas as a nonrefundable

examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to, among other conditions specified in the Purchase Contract, the Underwriters being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the District, which opinion shall be dated and delivered the Closing Date.

Section 7.02. Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The District hereby establishes, with respect to each series or subseries of Bonds issued pursuant to this Order, the following special funds or accounts, which shall be maintained at an official depository of the District; provided, the designation of such funds shall be modified as appropriate in the Pricing Certificate to the extent required to conform to the final designation of the name of the Bonds:

“Waco Independent School District Unlimited Tax Refunding Bonds, Interest and Sinking Fund.”

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of Debt Service.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Current Interest Bonds plus the aggregate amount of interest due and that will become due and payable on such Current Interest Bonds, plus the

Maturity Amount due and that will become due and payable on the Capital Appreciation Bonds, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay Debt Service as such becomes due and payable.

Section 8.03. [Reserved.]

Section 8.04. Security of Funds. All moneys on deposit in the Interest and Sinking Fund shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.05. Investments.

(a) Money in the Interest and Sinking Fund, at the option of the District, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.06. Investment Income. Income derived from investment of any fund created by this Order shall be credited to such fund.

Section 8.07. Escrow Fund. The investment and application of money in the Escrow Fund, shall be in accordance with the provisions of the Escrow Agreement.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 9.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and

effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 9.03. Federal Tax Matters.

(a) General. The provisions of this Section 9.03 shall only apply to Bonds designated by the Authorized Officer as tax-exempt bonds in the Pricing Certificate and such provisions shall not apply to any Bonds designated as taxable Bonds in the Pricing Certificate. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code, and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Bonds and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent

guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE X

DISCHARGE

Section 10.01. Discharge. Unless otherwise provided in the Pricing Certificate, the District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

ARTICLE XI

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 11.01. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in each Escrow Agreement, if any, as may be necessary for the respective Escrow Funds and the applications for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 11.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Authorized Officer is hereby authorized to select and appoint one or more Escrow Agents for each series of the Bonds, if any, and such Escrow Agents shall be designated in the appropriate Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, one or more Escrow Agreements, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds.

Section 11.03. Payment of Refunded Bonds; Redemption and Defeasance of Refunded Bonds. Following the deposits to the respective Escrow Funds or with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the respective Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate relating to such Refunded Bonds. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the order(s) authorizing the issuance thereof.

ARTICLE XII

PERMANENT SCHOOL FUND GUARANTEE

Section 12.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner")

for payment of the principal of and interest on certain series of the Bonds, as specified in the Pricing Certificate relating to such Bonds (the “PSF Guaranteed Bonds”), to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the PSF Guaranteed Bonds are defeased, the guarantee of the PSF Guaranteed Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the PSF Guaranteed Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

(a) a certified copy of this Order, the Pricing Certificate for such PSF Guaranteed Bonds and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the PSF Guaranteed Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the PSF Guaranteed Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any PSF Guaranteed Bonds.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 13.02. Annual Reports.

(a) The District shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the District, financial information and operating data with respect to

the District of the general type included in the final Official Statement, being information of the type described in the Pricing Certificate, including financial statements of the District if audited financial statements of the District are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the District within 12 months after the end of each fiscal year, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 13.03. Material Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with

respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the District, and (B) the District intends the words used in the immediately preceding clauses (15) and (16) in this Section and in the definition of Financial Obligation

in this Order to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018..

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of material events in accordance with Section 13.02 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.04. Limitations, Disclaimers and Amendments.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article X that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase

or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of Debt Service when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, which default materially and adversely affects the rights of the Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the District.

Section 14.02. Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 14.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this

Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Order, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the District or the Board.

ARTICLE XV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 15.01. Amendments to Order and Pricing Certificate.

(a) The District reserves the right to amend this Order or the Pricing Certificate, or both, without the consent of or notice to any registered owners of the Bonds in any manner not detrimental to the interest of the Owners for the purpose of curing any ambiguity, inconsistency, manifest error, formal defect or omission in this Order or the Pricing Certificate, or both.

(b) The District reserves the right, but only with the written consent of the Owners of a majority in aggregate principal amount and Maturity Amount of the Bonds then outstanding, to amend, add to, or rescind any of the provisions of this Order or the Pricing Certificate, or both.

(c) Without the consent of the Owners of all of the Bonds then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Bonds, (ii) reduce the principal amount or Maturity Amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment of the principal of and interest on the Bonds; (iii) give any preference to any Bonds over any other Bond, or (iv) reduce the aggregate principal amount or Maturity Amount of Bonds required to be held by Owners for consent to any such amendment, addition or rescission.

Section 15.02. Nonsubstantive Changes to Order and Pricing Certificate. With the concurrence of the Authorized Officer, Bond Counsel is authorized to make such nonsubstantive changes to this Order and to the Pricing Certificate to the extent required to comply with the rules and requests of the Attorney General of Texas in connection with his approval of the Bonds.

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 16.02. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

PASSED, APPROVED AND EFFECTIVE on August 27, 2020.

Secretary, Board of Trustees
Waco Independent School District

President, Board of Trustees
Waco Independent School District

[SEAL]

*Signature Page for Bond Order
Waco ISD 2020*

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

The Authorized Officer may select the specific maturities and series of bonds constituting the Refunded Bonds from the following series of the District's outstanding bonds:

Unlimited Tax Refunding Bonds, Series 2014

Unlimited Tax Refunding Bonds, Series 2015

Unlimited Tax Refunding Bonds, Series 2016

EXHIBIT A

FORM OF CURRENT INTEREST BOND

(a) Form of Current Interest Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
McLennan County

WACO INDEPENDENT SCHOOL DISTRICT
[UNLIMITED TAX REFUNDING BOND
SERIES _____¹]

CURRENT INTEREST BOND

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % _____ _____ _____

Waco Independent School District (the "District"), in McLennan County, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____² and _____³ of each year, commencing _____⁴.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at

¹ Insert from Officers Pricing Certificate.
² Insert from Officers Pricing Certificate.
³ Insert from Officers Pricing Certificate.
⁴ Insert from Officers Pricing Certificate.

the corporate trust office of _____⁵, _____⁶, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrars, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the 15th day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of _____⁷, issued in the aggregate principal amount of \$ _____⁸, in part as (i) \$ _____⁹ original principal amount of Current Interest Bonds and (ii) \$ _____¹⁰ Capital Appreciation Bonds (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for the purposes of [(i) refunding certain outstanding unlimited tax obligations of the District, (ii) constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses and (iii) paying the costs of issuing the Bonds.] This Bond is a Current Interest Bond.

⁵ Insert from Officers Pricing Certificate.

⁶ Insert from Officers Pricing Certificate.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

The District has reserved the option to redeem the Bonds maturing on and after _____¹¹, in whole or in part before their respective scheduled maturity dates, on _____¹², or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on _____¹³ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>Term Bonds Maturing</u> _____	
<u>Redemption Date</u> <small>14</small>	<u>Principal Amount</u> <small>15</small>
_____	_____

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than thirty (30) days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration

¹¹ Insert from Officers Pricing Certificate.
¹² Insert from Officers Pricing Certificate.
¹³ Insert from Officers Pricing Certificate.
¹⁴ Insert from Officers Pricing Certificate.
¹⁵ Insert from Officers Pricing Certificate.

books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate

or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Waco Independent School District

President, Board of Trustees
Waco Independent School District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

16

As Paying Agent/Registrar

Dated: _____

By: _____

¹⁶ Insert from Officers Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Statement of Permanent School Fund Guarantee.

The following statement shall only appear on or be attached to each Bond guaranteed by the Permanent School Fund Guarantee:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Waco Independent School District of its Unlimited Tax Refunding Bonds, Series _____¹⁷, dated _____¹⁸, in the principal amount of \$_____¹⁹ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

[Name of Commissioner]
Commissioner of Education State of Education

¹⁷ Insert from Officers Pricing Certificate.

¹⁸ Insert from Officers Pricing Certificate.

¹⁹ Insert from Officers Pricing Certificate.

(e) Initial Current Interest Bond Insertions

(i) The Initial Current Interest Bond shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

1. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

2. in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____²⁰ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate
------	------------------	---------------

(Information to be inserted from the Pricing Certificate); and

3. the Initial Bond shall be numbered ICI-1.

4. The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY HAND AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

²⁰ Insert from Officers Pricing Certificate.

EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

(a) Form of Capital Appreciation Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
McLennan County

WACO INDEPENDENT SCHOOL DISTRICT
[UNLIMITED TAX REFUNDING BOND
SERIES _____¹]

CAPITAL APPRECIATION BOND

YIELD TO MATURITY	ORIGINAL PRINCIPAL AMOUNT	MATURITY DATE	CLOSING DATE	CUSIP NO.
_____ %	\$ _____	_____, ____	_____, ____	_____

Waco Independent School District (the "District"), in McLennan County, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of

_____ DOLLARS

The Maturity Amount represents the total of the Original Principal Amount hereof, plus the initial premium paid hereon, together with interest thereon to the Maturity Date. Interest accretes from the Closing Date specified above, and will compound semiannually on _____² and _____³ in each year, commencing _____⁴. A table of the "Accreted Values" per \$5,000 Maturity Amount is printed on or attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid therefor with interest thereon accreted and compounded semiannually to the _____⁵ or _____⁶ next preceding the date of such calculation

¹ Insert from Officers Pricing Certificate.
² Insert from Officers Pricing Certificate.
³ Insert from Officers Pricing Certificate.
⁴ Insert from Officers Pricing Certificate.
⁵ Insert from Officers Pricing Certificate.
⁶ Insert from Officers Pricing Certificate.

(or, the date of calculation, if such calculation is made on _____⁷ or _____⁸) at a compounding rate which produces the approximate yield to maturity set forth above. For any date other than a _____⁹ or _____¹⁰, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates, based on 30 day months.

The Maturity Amount of this Bond shall be payable on the Maturity Date shown above, without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in _____¹¹, Texas, or at such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the _____¹², the initial Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

If the date for the payment of the Maturity Amount on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the Maturity Date.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of the _____¹³, issued in the aggregate principal amount of \$ _____¹⁴ in part as (i) \$ _____¹⁵ original principal amount of Current Interest Bonds and (ii) \$ _____¹⁶ Capital Appreciation Bonds, pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for the purposes of [(i) refunding certain outstanding unlimited tax obligations of the District, (ii) constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses, and (iii) paying the costs of issuing the Bonds.] This Bond is a Capital Appreciation Bond.

The Capital Appreciation Bonds are [not] subject to redemption prior to stated maturity.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

¹¹ Insert from Officers Pricing Certificate.

¹² Insert from Officers Pricing Certificate.

¹³ Insert from Officers Pricing Certificate.

¹⁴ Insert from Officers Pricing Certificate.

¹⁵ Insert from Officers Pricing Certificate.

¹⁶ Insert from Officers Pricing Certificate.

the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Waco Independent School District

President, Board of Trustees
Waco Independent School District

[SEAL]

(a) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

17

As Paying Agent/Registrar

Dated: _____ By: _____

(b) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

¹⁷ Insert from Officers Pricing Certificate.

(c) Initial Capital Appreciation Bond Insertions

(i) The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (a), (c), (e), (f) and (g) of this Section, except for the following alterations:

1. immediately under the name of the Bond, the headings "YIELD TO MATURITY," "ORIGINAL PRINCIPAL AMOUNT" AND "MATURITY DATE" shall be completed with the words "As Shown Below" and the heading "CUSIP NO. _____" deleted;

2. in the first paragraph, the words "on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of _____ DOLLARS" shall be deleted and the following shall be inserted: "on _____¹⁸ in the years, in the Original Principal Amounts and Maturity Amounts and with interest at the compounding rates which produce the respective approximate Yield to Maturity set forth in the following Schedule:

<u>Year</u>	<u>Original Principal Amount</u>	<u>Yield to Maturity</u>	<u>Maturity Amount</u>
-------------	--------------------------------------	------------------------------	----------------------------

(Information to be inserted from the Pricing Certificate); and

3. the Initial Capital Appreciation Bond shall be numbered ICA-1.

(d) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

¹⁸ Insert from Officers Pricing Certificate.

(e) Statement of Permanent School Fund Guarantee.

The following statement shall only appear on or be attached to each Bond guaranteed by the Permanent School Fund Guarantee:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Waco Independent School District of its Unlimited Tax Refunding Bonds, ___¹⁹___, dated ___²⁰___, in the principal amount of \$___²¹___ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

[Name of Commissioner]
Commissioner of Education State of Texas

¹⁹ Insert from Officers Pricing Certificate.

²⁰ Insert from Officers Pricing Certificate.

²¹ Insert from Officers Pricing Certificate.

(f) Table of Accreted Values.

The Accreted Values of the Capital Appreciation Bonds set forth below shall be printed on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the Initial Capital Appreciation Bond.

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price, and principal amount (all per \$5,000 of Maturity Amount), together with the interest rate and yield to maturity are as follows. Accreted values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF MCLENNAN §

We, the undersigned officers of the Board of Trustees of Waco Independent School District, hereby certify as follows:

1. The Board of Trustees of Waco Independent School District convened in a regular meeting on the 27th day of August, 2020, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

Angela Tekell	President
Allen Sykes	Vice President
Norman Manning	Secretary
Cary DuPuy	Trustee
Stephanie Korteweg	Trustee
Robin Houston	Trustee
Jose Vidana	Trustee

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDER AUTHORIZING THE ISSUANCE OF WACO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, WHICH MAY BE ISSUED IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE CONTRACTS, PAYING AGENT/REGISTRAR AGREEMENTS AND ESCROW AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATED THERETO

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

___ Member(s) shown present above voted "Aye."
___ Member(s) shown present above voted "No."

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this August ____, 2020.

Secretary, Board of Trustees
Waco Independent School District

[SEAL]

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Sheryl Davis

RE: Consider, Discuss, and Take Appropriate Action Regarding Adoption of the Budgets for the 2020-2021 Fiscal Year

=====

Background Information:

In accordance with Section 44.002 of the Education Code, the Superintendent has caused to be prepared a proposed budget covering all estimated revenue and proposed expenditures of the district for the 2020-2021 fiscal year. Under rules adopted by the State Board of Education, the annual official budget includes the general, food service and debt service funds. The proposed budget was presented to the Board of Trustees at a specially-called meeting on August 13, 2020.

The proposed General Fund budget of \$165,092,269, Child Nutrition Fund budget of \$8,171,868 and Debt Service Fund budget of \$15,138,979 are presented on the attached schedule.

The Budgets were prepared under the following assumptions:

- ADA estimated at 13,241
- Local net taxable property values of \$7,179,509,020 with \$2,403,034,927 in value under protest and \$729,359,574 in homesteads with tax ceilings
- Maintenance and Operations Tax Rate of \$1.039800/\$100 of assessed value
- Interest and Sinking Tax Rate at \$0.224153/\$100 of assessed value

A general compensation increase is included in the 2020-2021 proposed budgets. Employees paid on the Teacher schedule will receive an average increase of \$550 or 1.0% for the 2020-2021 school year. Employees paid on the other employee schedules received a 1.0% increase of the midpoint. Additionally, selected salaries were adjusted to address market differences and improve pay equity based on recommendations stemming from a salary study conducted by the Texas Association of School Boards (TASB).

No increase in the district's contribution to group health insurance is required.

The proposed budgets were developed based on an M&O tax rate of \$1.039800 and an I&S tax rate of \$0.224153 per \$100 of valuation for a total tax rate of \$1.263953. This is a \$0.038497 reduction from the total 2019 tax rate of \$1.30245.

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

The proposed budgets for the McLennan County Challenge Academy, the Regional Day School for the Deaf, and the Greater Waco Advanced Health Care Academy balance estimated revenues with proposed appropriations. Estimated revenues will fall short of covering budgeted expenditures for the Greater Waco Advanced Manufacturing Academy by \$178,000. Likewise, estimated revenues for the Regional Day School Program for the Deaf must be subsidized by the District's General Fund by an estimated \$486,000. Students enrolled in this program are counted in the District's attendance and generate Foundation School Program revenue for the General Fund. The projected deficit for these programs will be covered by the budgeted operating transfer from the District's General Fund.

Fiscal Implications:

Adoption of the proposed budgets provides funding for District operations for fiscal year 2020-2021.

Administrative Recommendations:

The administration recommends the Board of Trustees consider and approve budgets for the 2020-2021 fiscal year in the following amounts, as presented.

Official Budget:

General Fund	\$165,092,269
Child Nutrition Fund	8,171,868
Debt Service Fund	15,138,979

Other Budgets:

Greater Waco Advanced Health Care Academy	\$ 1,396,808
Greater Waco Advanced Manufacturing Academy	1,313,083
McLennan County Challenge Academy	978,987
Regional Day School for the Deaf	1,146,428

Waco Independent School District

Official Budget

2020-2021

	General Fund	Child Nutrition Fund	Debt Service Fund	Memorandum Total
Revenues:				
Local and Intermediate Source Revenue	\$ 71,676,908	272,207	15,428,669	87,377,784
State Program Revenue	85,941,463	52,000	-	85,993,463
Federal Program Revenue	2,913,951	6,681,434	-	9,595,385
Total Revenues	160,532,322	7,005,641	15,428,669	182,966,632
Appropriations:				
Instruction	90,616,958	-	-	90,616,958
Instructional Resources and Media Services	1,128,819	-	-	1,128,819
Instructional Staff Development and Curriculum Development	5,179,532	-	-	5,179,532
Instructional Leadership	3,713,874	-	-	3,713,874
School Leadership	9,673,018	-	-	9,673,018
Guidance, Counseling and Evaluation Services	4,929,803	-	-	4,929,803
Social Work Services	734,783	-	-	734,783
Health Services	1,618,001	-	-	1,618,001
Student Transportation	3,681,545	-	-	3,681,545
Food Services	-	8,171,868	-	8,171,868
Extracurricular Activities	4,447,753	-	-	4,447,753
General Administration	6,101,158	-	-	6,101,158
Plant Maintenance and Operations	16,450,136	-	-	16,450,136
Security and Monitoring Services	2,343,952	-	-	2,343,952
Data Processing Services	2,987,063	-	-	2,987,063
Community Services	698,334	-	-	698,334
Debt Service	-	-	13,666,000	13,666,000
Payments to Shared Services Arrangement Program	378,000	-	-	378,000
Payments to Tax Increment Fund	770,000	-	-	770,000
Payments to Tax Increment Fund	8,805,140	-	1,472,979	10,278,119
Other Intergovernmental Charges	834,400	-	-	834,400
Total Appropriations	165,092,269	8,171,868	15,138,979	188,403,116
Excess (Deficiency) of Estimated Revenues Over Appropriations				
	(4,559,947)	(1,166,227)	289,690	(5,436,484)
Other Financing Sources/(Uses)	(664,000)	-	-	(664,000)
Net Change in Fund Balance	(5,223,947)	(1,166,227)	289,690	(6,100,484)
Fund Balance, beginning of year	50,037,203	2,445,387	3,974,721	56,457,311
Fund Balance, end of year	44,813,256	1,279,160	4,264,411	50,356,827
Non-spendable Fund Balance	(400,000)	-	-	(400,000)
Restricted Fund Balance:				
Retirement of Long-term Debt	-	-	(4,264,411)	(4,264,411)
National School Lunch and Breakfast Program	-	(1,279,160)	-	(1,279,160)
Other Restricted Fund Balance	(802,833)	-	-	(802,833)
Committed Funds	(3,000,000)	-	-	(3,000,000)
Unassigned Fund Balance	\$ 40,610,423	-	-	40,610,423

Waco Independent School District
Other Proposed Budgets
2020-2021

	Greater Waco Advanced Health Care Academy	Greater Waco Advanced Manufacturing Academy	McLennan County Challenge Academy	Regional Day School for the Deaf	Memorandum Total
Revenues:					
Local and Intermediate Source Revenue	\$ 1,340,000	1,085,312	891,497	614,000	3,930,809
State Program Revenue	56,808	49,771	87,490	46,428	240,497
Total Revenues	<u>\$ 1,396,808</u>	<u>1,135,083</u>	<u>978,987</u>	<u>660,428</u>	<u>4,171,306</u>
Appropriations:					
Instruction	\$ 954,851	931,632	596,326	1,125,139	3,607,948
Instructional Staff and Curriculum Development	9,324	4,099	1,099	-	14,522
Instructional Leadership	235,279	151,781	-	-	387,060
School Leadership	-	-	214,610	-	214,610
Guidance, Counseling and Evaluation Svcs	127,791	127,675	68,652	-	324,118
Health Services	-	-	500	-	500
Plant Maintenance and Operations	69,563	97,896	2,860	-	170,319
Payments to Shared Services Arrangement	-	-	94,940	21,289	116,229
Total Appropriations	<u>\$ 1,396,808</u>	<u>1,313,083</u>	<u>978,987</u>	<u>1,146,428</u>	<u>4,835,306</u>
Excess (Deficiency) of Estimated Revenues Over Appropriations					
Appropriations	\$ -	(178,000)	-	(486,000)	(664,000)
Other Financing Sources/(Uses)	-	178,000	-	486,000	664,000
Net Change in Deferred Revenue	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Deferred Revenue, beginning of year	-	-	255,118	-	255,118
Deferred Revenue, end of year	<u>\$ -</u>	<u>-</u>	<u>255,118</u>	<u>-</u>	<u>255,118</u>

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Jerry Allen

RE: Review and Discuss Technology Department Update

=====

Background Information

In order to support high-quality instruction and to ensure efficient administrative operations of the school district, the technology department provides services and digital resources for students and staff.

This summer, a needs assessment was conducted to determine priorities for the technology services department. As a part of the needs assessment, surveys were conducted of students, faculty and parents.

At this meeting, the Board will receive an update with all actionable items that have been accomplished to date that support the information provided as from the needs assessment.

Fiscal Implications

Not Applicable

Administrative Recommendation(s):

None. For report only.

Technology Services Review and Update



Technology Services

**Technology
Services
Mission**

- Connect the learner (Student Technology and Connectivity)
- Promote digital literacy (Instructional Technology)
- Level the field with assistive technology (Engagement with Technology)

**Technology
Services
Motto**

“Kids to educate and campuses to support”



Technology Services

Student Technology and Connectivity: Needs Assessment

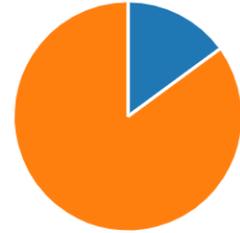


Parent Survey Results

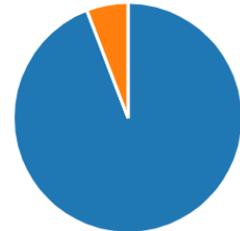
85% of parents supported the deployment and addition of student devices

94% of parents felt that technology would enhance the students education

Would you prefer your student(s) to bring their own computer or receive a district issued laptop/device?



Do you feel like the technology issued to your child(ren) would be utilized to enhance the education received by Waco ISD?



Student Technology and Connectivity: Result Action Items



Student Devices

Current Inventory

- 8,000 Windows Laptops
- 4,450 Chromebooks Laptops
- 6,000 iPad tablets

Additions

- 2,400 Windows Laptops
- 3,450 Chromebook Laptops (TEA Operation Connectivity)
- 980 iPad tablets

1:1 Deployments: Secondary

- Chromebooks
 - University High School
 - Cesar Chavez Middle School
 - Tennyson Middle School
 - West Avenue Elementary
- Windows Laptops
 - Waco High School

Student Connectivity

Current

- 530 T-Mobile Hot Spots
- Wireless connectivity throughout all interiors of campuses
- High speed fiber connections to all campuses

Additions

- 2,200 T- Mobile Hot Spots (TEA Operation Connectivity)
- 6 Kajeet SmartBus internet connectivity
 - Apartment complexes TBD
- Exterior Internet Access for entire campus
 - University HS, Waco HS, Carver MS, Cesar Chavez MS.
- Waco Housing Authority
 - Estella Maxi, South Terrace, Kate Ross Community Centers.

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Infrastructure

Fiber connections to each campus

- Private fiber (Waco ISD owned) to all campuses
- Upgraded campus network equipment
 - Switches and Routers upgraded utilizing ERATE

Disaster Recovery and Backup

- System installed at University High School for mission critical software data.

Security systems upgrades

- Cameras and door access
- Public Address system upgrades
 - Tennyson Middle School
 - Parkdale Elementary
- CIPA Compliant dedicated equipment for student devices
 - Content Keeper filter on all devices
- Student ID Machine Upgrades
 - All campuses

Instructional Technology and Engagement: Needs Assessment



Teacher Survey Results

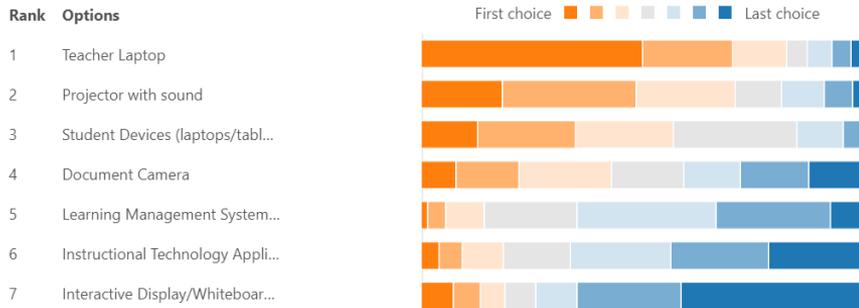
Establishment of a Minimum Technology Standard (MTS) for instruction.

- Teacher Laptop
- Projector with sound
- Student Devices
- Document Camera
- Learning Management System

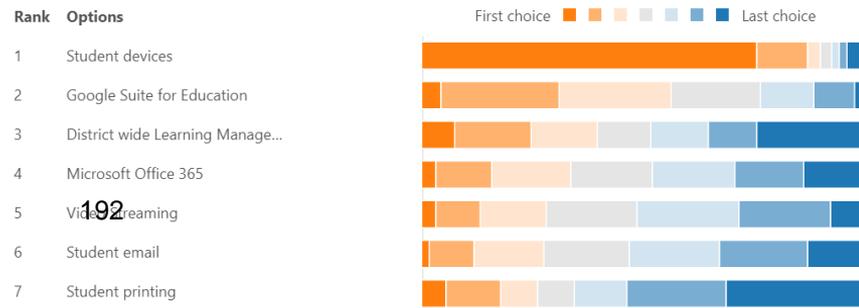
Priorities for instruction

- Student devices
- Google Suites
- Canvas / Seesaw LMS
- Microsoft Office

General use of technology - Minimal Technology Standard



Technology Integration: Which of the following do you feel are the most important for the future of instructional technology in Waco ISD?



Instructional Technology and Engagement: Result Action Items



Teacher Technology

Minimum Technology Standard for each teacher

- Laptop
 - *800 Teachers received a new laptop for the 2020 - 2021*
 - *185 Teachers had an existing new laptop from 2019 – 2020.*
- Projector with sound
 - *Working with Principals to have the projectors mounted to ceiling and speakers on wall.*
- Document camera
 - *985 teachers were purchased a digital camera solution*
- Student devices
- High Speed Wireless connectivity
 - *All campuses have WiFi throughout the entire building;*
 - *Exterior Access at the following campuses:*
 - *UHS, WHS, CCMS, and Carver*

Staff Development

Texas Computer Education Association (TCEA) online and on demand training.

- All 1,000 teachers
- Additional 300 administrative support
- 4 Modules
 - *Google I*
 - *Google II*
 - *Seesaw/Canvas*
 - *Effective Remote Instruction*
- Future courses include
 - *The Chromebook Classroom*
 - *Remote Instructor*
 - *Google Trainer*

193

Engagement

Learning Management System

- All teachers have access to a digital learning management platform
- Canvas
 - *Secondary 6th Grade – 12th Grade*
- Seesaw
 - *Elementary PreK – 5th Grade*
- Zoom
 - *Professional Zoom account for all teachers and administration with analytics for engagement.*
- Office 365 accounts for all teachers and students
 - *MS Word*
 - *Excel*
 - *Power Point*
 - *OneNote*
 - *Publisher*
 - *TEAMS*
 - *One Drive online storage*





Waco Independent School District

Instructional Technology Needs Assessment Survey Results

Faculty Survey

Faculty/Staff Technology Survey

473 Responses 20:10 Average time to complete **Active** Status

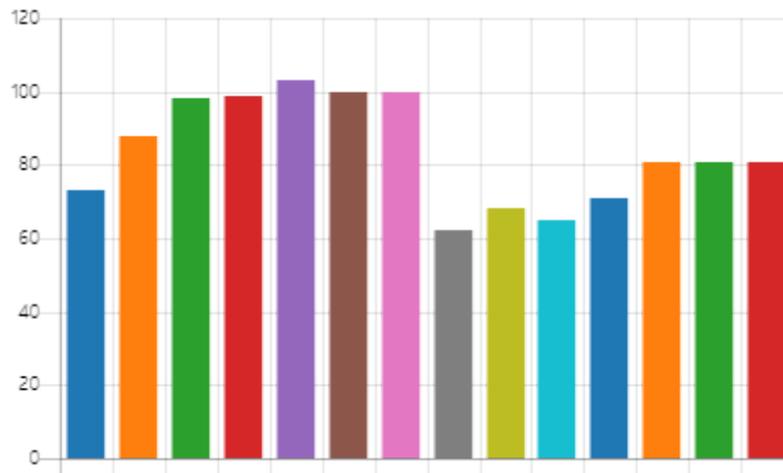
1. Please select your current campus grouping:

● Elementary school	266
● Middle School	95
● High school	120
● Special Services	9



2. Please choose the primary grade level(s) you teach.

● Pre-Kindergarten (Pre-K)	73
● Kindergarten (KG)	88
● First (1st)	98
● Second (2nd)	99
● Third (3rd)	103
● Fourth (4th)	100
● Fifth (5th)	100
● Sixth (6th)	62
● Seventh (7th)	68
● Eighth (8th)	65
● Ninth (9th)	71
● Tenth (10th)	81
● Eleventh (11th)	81
● Twelfth (12th)	81



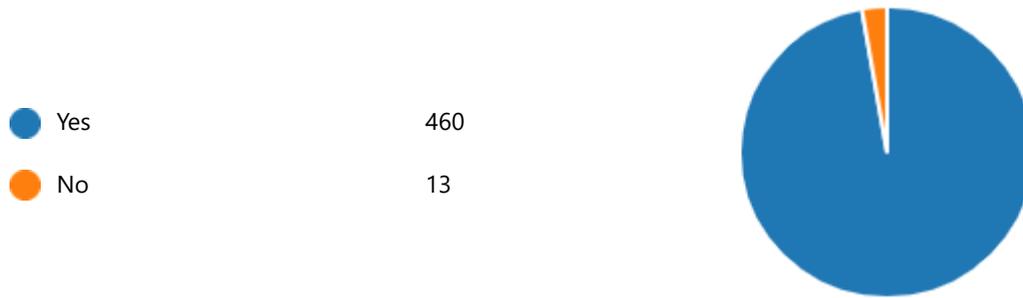
3. Do you have access to a computer at home that is NOT district issued?

● Yes	382
● No	91



197

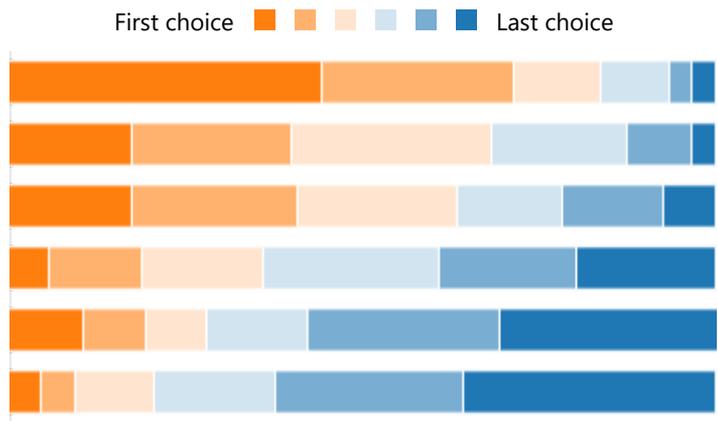
4. Do you have internet access at home?



5. Please rank the following statements as it pertains to Educational Technology use in the classroom.

Rank Options

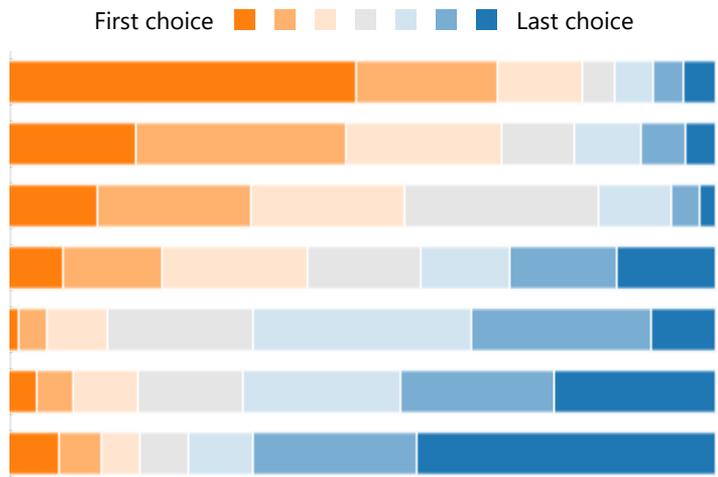
- 1 Educational Technology helps ...
- 2 Educational Technology helps ...
- 3 Educational Technology helps ...
- 4 Educational Technology helps ...
- 5 Educational Technology helps ...
- 6 Educational Technology helps ...



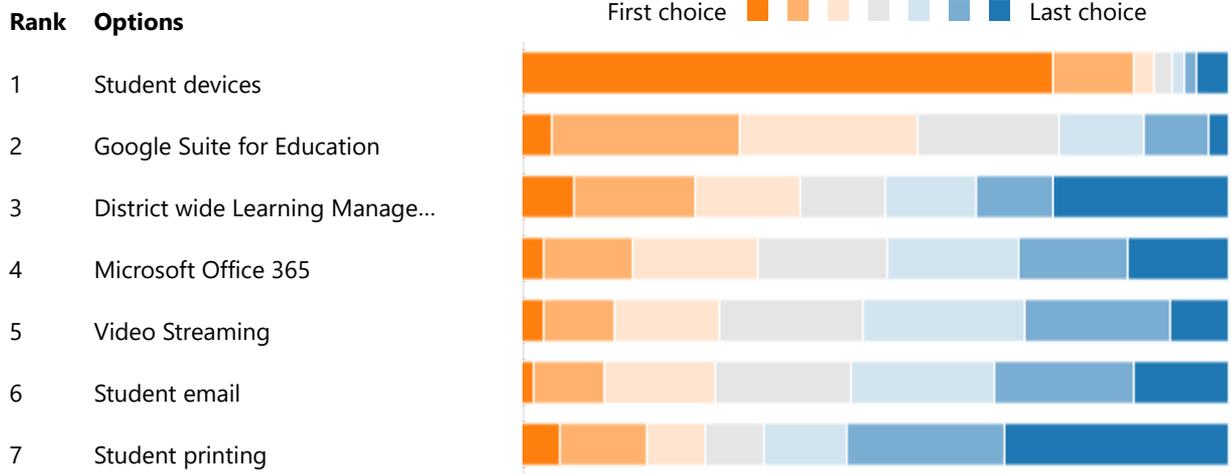
6. General use of technology - Minimal Technology Standard

Rank Options

- 1 Teacher Laptop
- 2 Projector with sound
- 3 Student Devices (laptops/tabl...
- 4 Document Camera
- 5 Learning Management System...
- 6 Instructional Technology Appli...
- 7 Interactive Display/Whiteboar...

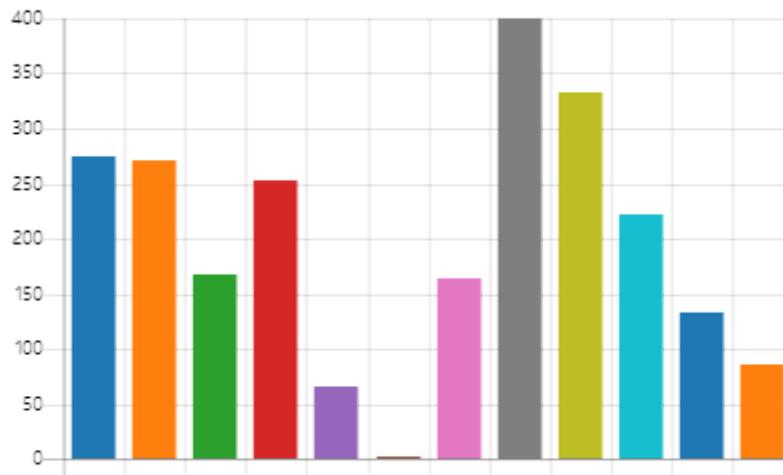


7. Technology Integration: Which of the following do you feel are the most important for the future of instructional technology in Waco ISD?



8. Which of the following Waco ISD supported Digital Tools do you currently use on a weekly basis?

● Google Suite	275
● Google Classroom	271
● Achieve 3000	167
● Clever	252
● Edmentum	66
● Rosetta Stone	1
● STEMScopes	164
● TEAMS/Frontline	400
● Microsoft Office products - W...	333
● TEKS Resource Systems	222
● Online textbooks	133
● Other	85

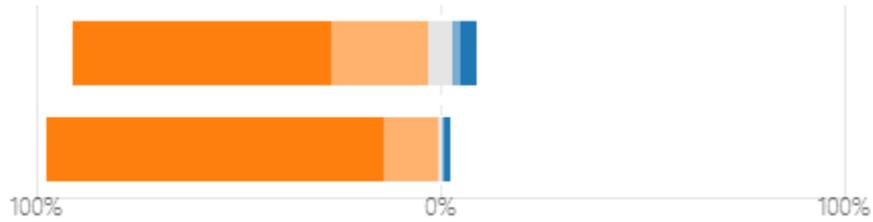


9. Technology for coursework.

■ Daily ■ Weekly ■ Monthly ■ During Testing ■ Never

How often is Technology utilized for coursework in your classroom? (During Non-COVID quarantine)

How often is Technology utilized for coursework in your classroom? (During COVID quarantine)



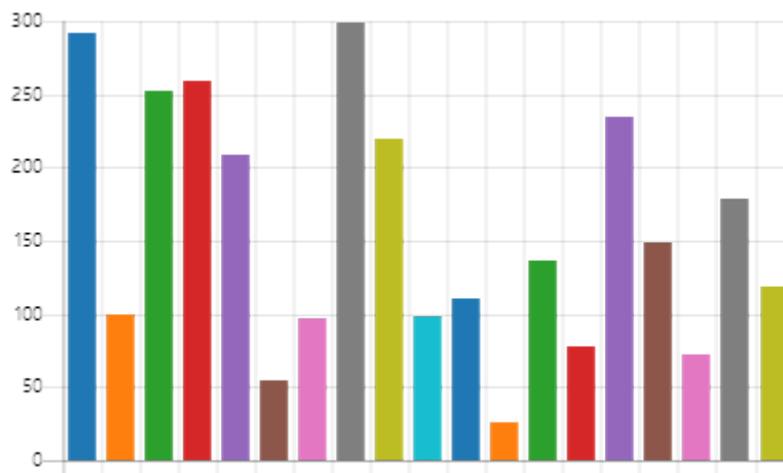
10. Would you rather have one to one or teacher carts of student devices?

● One to One 358
● Teacher Carts 115



11. My students use their computer or device to:

● Access class materials on Goo...	292
● Create digital artwork	100
● Create presentations	252
● Communicate with Teachers	259
● Listen to music or books (stre...	208
● Social Media (facebook, twitte...	55
● Read the news and stay conne...	97
● Take test	298
● Collaborate with students on ...	220
● Check grades on TEAMS	98
● Create movies/photos/games	110
● Compose Music	26
● Communicate with other stud...	137
● Create or record data on spre...	78
● Solve problems	235
● Take notes	149
● Watch movies	72
● Write papers	179
● Other	119



12. What barriers prohibit you from incorporating technology use into your classroom today?

- Need more technology support 152
- Need more time to develop te... 213
- Need support with connectio... 195
- Not enough relevant devices (... 314



13. What are you feeling toward new educational technology?

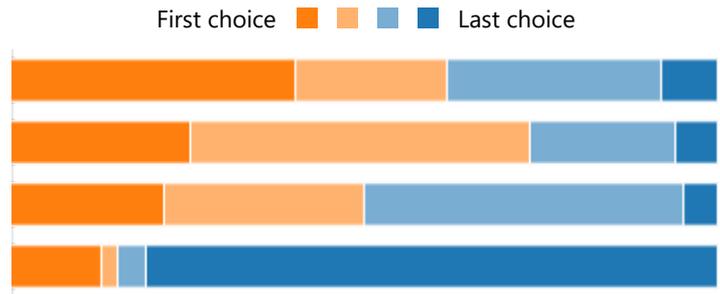
- We need to use all the tools a... 336
- I feel comfortable experimenti... 340
- I like new technology but nee... 201
- Technology helps me collabor... 298
- Technology helps students col... 273



14. What type of device would you prefer for your students to have access to in order to complete their coursework?

Rank Options

- 1 iPad or Tablet
- 2 Chromebook Laptop
- 3 Windows Laptop
- 4 No preference



15. Describe how technology helped you achieve your instructional goals.

356 Responses

Latest Responses

- "Makes it easier to make lessons interactive and engaging, g...
- "Technology helped my students translate information from ...
- "Student accomplishments receiving cdeedits"

16. I encountered the following obstacles to technology use this year:

366
Responses

Latest Responses

"Lack of consistency. Some students have it, some don't - so...

"What kept me from using technology in my classroom was ...

"n/a"



Waco Independent School District

Instructional Technology Needs Assessment Survey Results

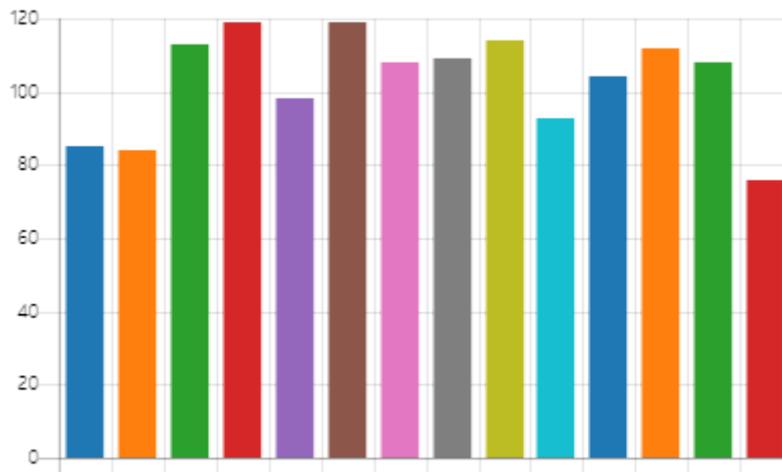
Parent Survey

Parent/Guardian Technology Survey

825 Responses 08:52 Average time to complete Active Status

1. Please choose your child(ren)s grade levels.

● Pre-Kindergarten (Pre-K)	85
● Kindergarten (KG)	84
● First (1st)	113
● Second (2nd)	119
● Third (3rd)	98
● Fourth (4th)	119
● Fifth (5th)	108
● Sixth (6th)	109
● Seventh (7th)	114
● Eighth (8th)	93
● Ninth (9th)	104
● Tenth (10th)	112
● Eleventh (11th)	108
● Twelfth (12th)	76



206

2. Do you have access to a computer at home that is NOT district issued?

● Yes	545
● No	280



3. Do you have internet access at home?

● Yes	797
● No	28



4. Type of internet access.

● Cellular	249
● WiFi	774
● Hot spot	93

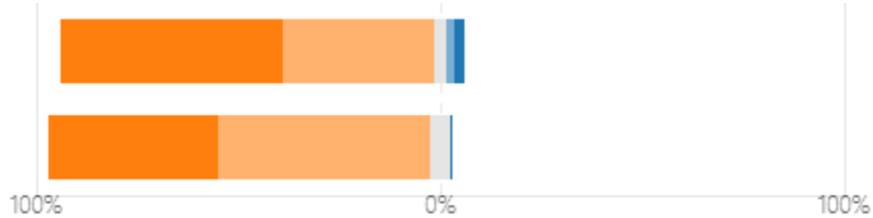


5. Technology use for student coursework.

■ Daily
 ■ Weekly
 ■ Monthly
 ■ During Testing
 ■ Never

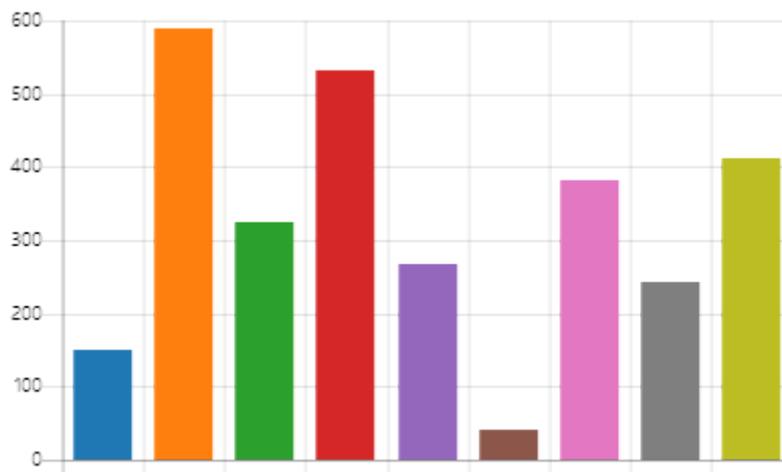
How often would you like to see Technology utilized for your students coursework?

How often would you like communication about your students coursework?



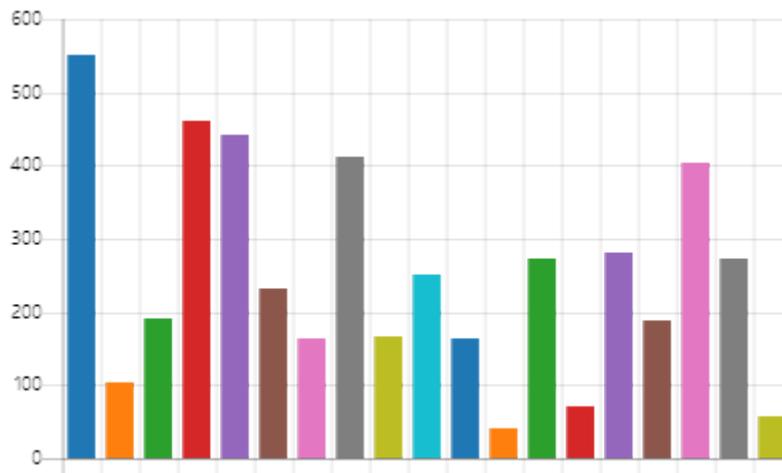
6. Which of the following Waco ISD supported Digital Tools are you familiar with in your everyday life?

● Google Suite	150
● Google Classroom	590
● Achieve 3000	324
● Clever	532
● Edmentum	268
● Rosetta Stone	40
● STEMScopes	381
● TEAMS/Frontline	242
● Microsoft Office products - W...	412



7. My student uses their computer or device to:

● Access class materials on Goo...	551
● Create digital artwork	105
● Create presentations	190
● Communicate with Teachers	460
● Listen to music or books (stre...	443
● Social Media (facebook, twitte...	232
● Read the news and stay conne...	163
● Take test	412
● Collaborate with students on ...	167
● Check my grades on TEAMS	250
● Create movies/photos/games	163
● Compose Music	40
● Communicate with other stud...	274
● Create or record data on spre...	71
● Solve problems	281
● Take notes	188
● Watch movies	405
● Write papers	273
● Other	57



8. Would you prefer your student(s) to bring their own computer or receive a district issued laptop/device?

● Bring Their Own	124
● District Issued	701



9. Do you feel like the technology issued to your child(ren) would be utilized to enhance the education received by Waco ISD?

● Yes	777
● No	48



10. If "NO" to the above question, please explain:

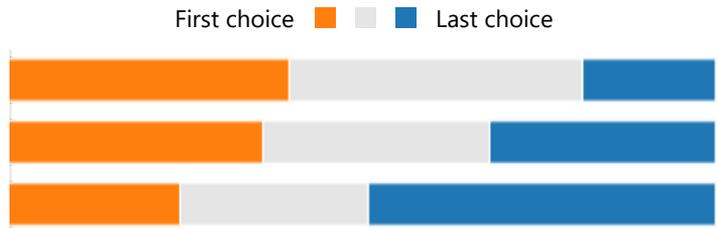
63 Responses

Latest Responses

11. What type of device would you prefer to for your student to complete their coursework?

Rank Options

1	Chromebook Laptop
2	Windows Laptop
3	iPad or Tablet



12. What type of device would or does your child use to access the internet at home, if a school issued device is not available?

● Tablet	305
● Laptop Computer	439
● Phone	483
● Desktop Computer	138



13. How would you prefer to receive communication from the campuses and district?

● Email	705
● Phone	357
● Social Media	111
● Text message	627
● Other	13





Waco Independent School District

Instructional Technology Needs Assessment Survey Results

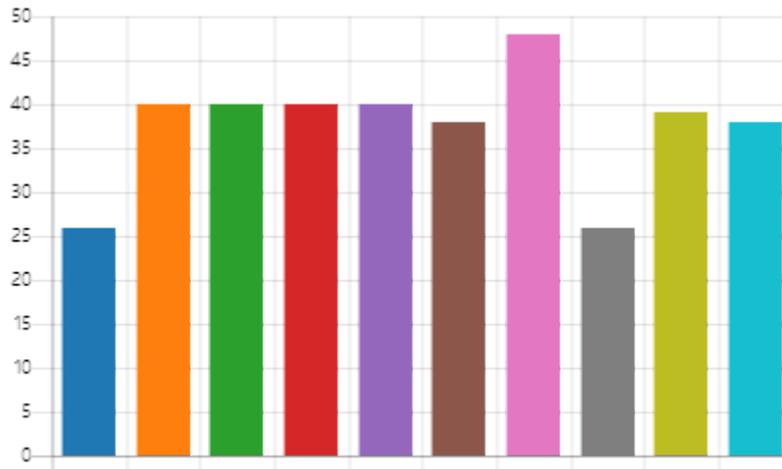
Student Survey

Student Technology Survey

375 Responses 02:30 Average time to complete Active Status

1. Please choose your grade level.

12th Grade	26
11th Grade	40
10th Grade	40
9th Grade	40
8th Grade	40
7th Grade	38
6th Grade	48
5th Grade	26
4th Grade	39
3rd Grade	38



2. Do you have access to a computer at home that is NOT district issued?

● Yes	234
● No	141



3. Do you have internet access at home that is not on through your phone?

● Yes	343
● No	32

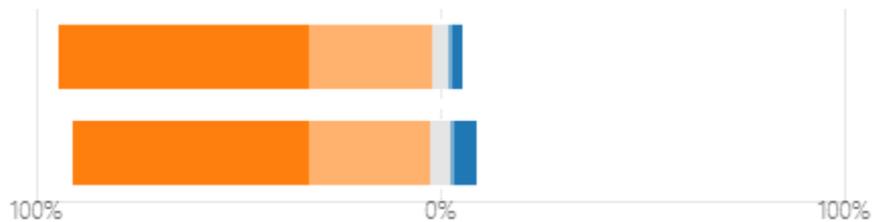


4. Technology use in the classroom.

- Daily
- Weekly
- Monthly
- During Testing
- Never

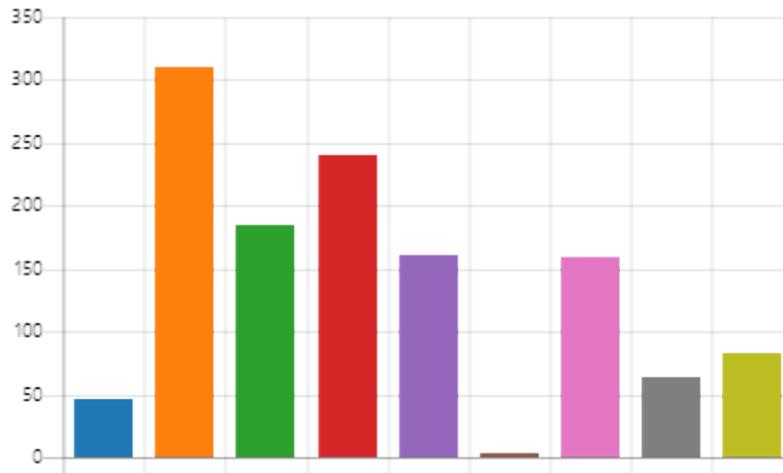
How often do your teachers use technology to teach?

How often are you allowed to use technology in your classes?



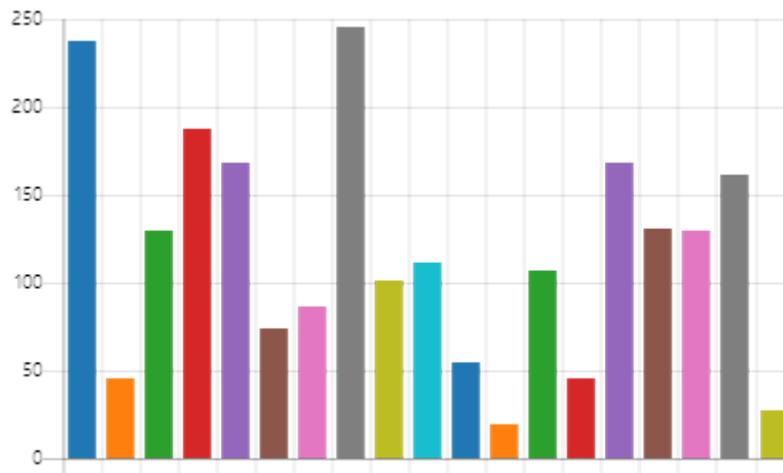
5. Which of the following Waco ISD supported Digital Tools do you currently use on a weekly basis?

● Google Suite	46
● Google Classroom	310
● Achieve 3000	184
● Clever	241
● Edmentum	160
● Rosetta Stone	3
● STEMScopes	159
● TEAMS/Frontline	64
● Microsoft Office products - W...	83

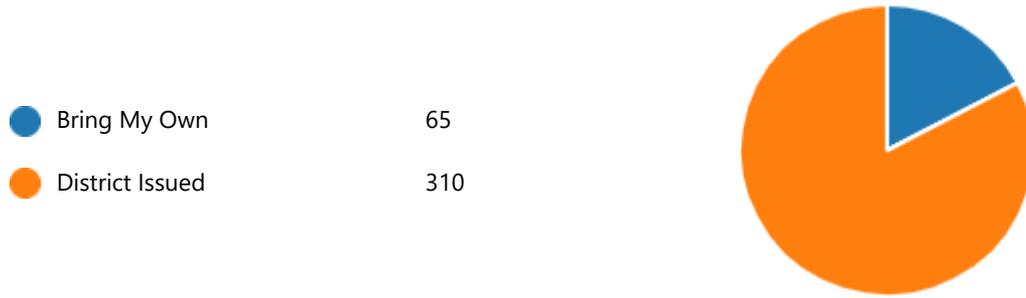


6. I use my computer to:

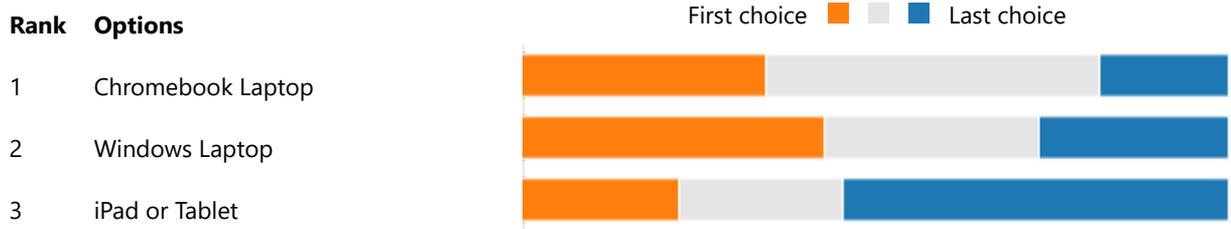
● Access class materials on Goo...	238
● Create digital artwork	46
● Create presentations	129
● Communicate with Teachers	188
● Listen to music or books (stre...	168
● Social Media (facebook, twitte...	74
● Read the news and stay conne...	86
● Take test	245
● Collaborate with students on ...	101
● Check my grades on TEAMS	111
● Create movies/photos/games	55
● Compose Music	19
● Communicate with other stud...	107
● Create or record data on spre...	46
● Solve problems	168
● Take notes	131
● Watch movies	130
● Write papers	161
● Other	27



7. Would you prefer to bring your own computer or receive a district issued laptop?



8. What type of device do you prefer to complete your coursework?



Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: August 27, 2020

Contact Person: Sheryl Davis

RE: Consider, Discuss, and Take Appropriate Action Regarding a Resolution Adopting the Tax Rate for the 2020 Tax Year

=====

Background Information:

Annually, the Board of Trustees must determine the property tax rate necessary to provide sufficient local revenues to fund the adopted budget for the succeeding fiscal year. The tax rate must be in two parts: (1) an Interest and Sinking Fund (I&S) tax rate is determined to levy sufficient taxes required to service the interest and principal requirements for the District's outstanding bonded debt; (2) a Maintenance and Operations (M&O) tax rate is determined to meet the District's share of the general operating fund budget. All legal requirements for setting the 2020 tax rate have been accomplished except for the formal adoption of the resolution establishing the tax rate. The Notice of Public Meeting to Discuss Budget and Proposed Tax Rate was published in the Waco Tribune on August 14, 2020. A copy of the notice is attached.

The administration is recommending a M&O tax rate of \$1.039800/\$100 assessed value and a proposed I&S rate of \$0.224153/\$100 assessed value for 2020 for a total tax rate of \$1.263953/\$100 assessed value. The 2019 M&O rate was \$1.068350 and the I&S rate was \$0.234100/\$100 assessed value. Earnings on investments and fund balance may also be utilized in funding the District's 2020-2021 debt service.

The proposed rate does not exceed the calculated effective tax rate (voter approval rate) of \$1.263953/\$100 assessed value. Therefore, the motion to adopt a resolution setting a tax rate does not require the language about "tax increase" as stated in §26.05(b) of the Property Tax Code. The motion must be made in the following form:

"I move that we adopt a tax rate of \$1.263953 for the 2020 tax year.

This year's proposed tax rate does not exceed the no-new-revenue tax rate. A motion to adopt an ordinance, resolution, or order setting the tax rate does not require the language about "tax increase" as stated in §26.05(b) of the Property Tax Code."

The District may not set the 2020 tax rate above the \$1.263953/\$100 assessed value published in the attached public notice. The Resolution supporting the adoption of proposed tax rate proposal is attached.

Fiscal Implications:

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

Administrative Recommendations:

The administration recommends adoption, by resolution, of the proposed 2020 tax rate of \$1.263953/\$100, \$1.039800/\$100 assessed value for Maintenance and Operations and \$0.224153/\$100 assessed value for Interest and Sinking. **The motion must be made in the above form.**

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Waco ISD will hold a public meeting at 6:00 PM, August 27, 2020 in Waco ISD Administration Building Conference Center 115 S 5th St Waco TX 76701. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

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

Maintenance Tax	\$1.039800/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.224153/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

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

Maintenance and operations	0.88% increase
Debt Service	-2.41% decrease
Total expenditures	0.60% increase

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

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$9,661,005,777	\$10,104,770,683
Total appraised value* of new property**	\$76,974,210	\$77,058,980
Total taxable value*** of all property	\$6,137,113,260	\$6,448,220,570
Total taxable value*** of new property**	\$75,202,499	\$69,920,419

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

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

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

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$134,020,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$1.068350	\$0.234100*	\$1.302450	\$5,465	\$5,718
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$1.013080	\$0.224150*	\$1.237230	\$5,048	\$6,054
Proposed Rate	\$1.039800	\$0.224153*	\$1.263953	\$5,890	\$5,618

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

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

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$141,335	\$151,232
Average Taxable Value of Residences	\$106,955	\$117,499
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.302450	\$1.263953
Taxes Due on Average Residence	\$1,393.04	\$1,485.13
Increase (Decrease) in Taxes		\$92.10

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

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.263953. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.263953.

Fund Balances

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

Maintenance and Operations Fund Balance(s)	\$46,819,805
Interest & Sinking Fund Balance(s)	\$3,965,558

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

WACO INDEPENDENT SCHOOL DISTRICT

A RESOLUTION ADOPTING THE TAX RATE FOR THE 2020 TAX YEAR

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

The tax rate for the 2020 tax year is hereby set and adopted and a tax levied on the taxable property in the District as follows:

- (a) For Maintenance and Operations, \$ 1.039800 for each \$100.00 valuation;
- (b) For payment of Principal and Interest on Bonds (Interest and Sinking Fund), \$ 0.224153 for each \$100.00 valuation

TOTAL TAX RATE FOR 2020 \$ 1.263953 for each \$100.00 valuation.

This year’s tax levy to fund maintenance and operations expenditures exceeds last year’s maintenance and operations tax levy. Also, this year’s M&O tax rate is higher than the effective maintenance and operations tax rate. The following statements must be included in the ordinance, resolution, or order setting this year’s tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL BE EFFECTIVELY RAISED BY .00 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$29.

BE IT FURTHER RESOLVED that for the 2020 tax year, each adult is entitled to an exemption of \$25,000 of the appraised value of his/her resident homestead. An adult who is disabled or is 65 years of age or older is entitled to an additional exemption of \$10,000 of the appraised value of his/her residence homestead. “Disabled” means under a disability for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors and Disability Insurance. The exemptions herein made and confirmed are both the Maintenance and Operations and the Interest and Sinking Fund Rates.

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

The resolution was adopted and passed by the Board of Trustees of the Waco Independent School District at a public meeting called for that purpose pursuant to statutory notice at the school Administration Building, 115 S. 5th Street, Waco, Texas, with a quorum of the Board present and voting on this 27th day of August, 2020.

Angela Tekell, President
Board of Trustees
Waco Independent School District

ATTEST:

Norman Manning, Secretary

Randy H. Riggs, CPA
McLennan County
Tax Assessor/Collector



P O Box 406
Waco, TX 76703
(254) 757-5130
Fax (254) 757-5141
Randy.riggs@co.mclennan.tx.us

Independent School Districts

Date: August 17, 2020

Dear Waco ISD,

Under the Truth-in-Taxation laws, it is the duty of the Tax Assessor-Collector to calculate the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate for the entities for which he collects taxes and to publicize these rates and other items of information in a way that will come to the attention of the entities' property owners. After this has been done, the governing bodies of the taxing units must adopt by ordinance, resolution, or order the rate for the current tax year. Our office has complied with the calculation and publication requirement, enclosed you will find a copy of your unit's 2020 rate calculations as published in Waco Tribune-Herald.

If you adopt a rate that exceeds the calculated Voter-Approval Rate, you should know that school districts would have an automatic rollback election.

******IF YOUR UNIT'S TAX RATE CONTAINS A DEBT COMPONENT, YOU MUST ADOPT THE DEPT RATE CALCULATED IN THE VOTER-APPROVAL TAX RATE WORKSHEET.*******

Below you will find valuable information to you. If you have any questions, feel free to contact our office.

2020 Total Certified Taxable Value Approved by ARB		<u>\$ 4,825,596,614</u>
2020 Taxable Value Still Under ARB Review		<u>\$ 2,097,675,674</u>
2020 Adjusted Taxable Value for school districts		<u>\$ 6,207,199,199</u>
2020 Taxable Value of New Improvements	222	<u>\$ 69,920,419</u>

2020 Anticipated Collection Rate 96 %

2020 Voter-Approval Rate 1.263953 Per \$100 valuation

WHEN YOU HAVE ADOPTED THE 2020 RATE FOR YOUR UNIT, PLEASE WRITE THAT RATE IN THE SPACE PROVIDED BELOW.

“We, the governing body of Waco ISD,

have adopted the following tax rate for 2020

M&O 1.039800

I & S 0.224153

Total 1.263953

Please have the members of your governing body sign below and return to our office as soon as possible.

Randy H. Riggs, CPA

McLennan County Tax Assessor/Collector

Governing Body Members’ Signatures:

DATE

Waco Independent School District

Board of Trustees Meeting Agenda

Date: August 27, 2020

Contact Person: Dr. Josie Gutierrez

RE: Review, Discuss and Take Appropriate Action Regarding Administrator Contracts

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Background Information:

According to policy DC (Local), the Board retains final authority for employment of all contracted administrative personnel. The Administration may make a recommendation to the Board of Trustees to approve campus administrative positions.

Dr. Beth Brabham is recommended for Associate Principal at University High School. She has 25 years of experience in education, including teacher, librarian, Coordinator of Federal Programs and most recently as Coordinator of English Language Arts and Reading/Gifted & Talented/English Language Learners and RTI. Dr. Brabham has a Bachelor's degree from Baylor University, a Master's degree from Sam Houston State University, and a Doctorate from Texas A&M, College Station in Curriculum & Instruction.

Fiscal Implications:

Salary is included in the current fiscal year budget.

Administrative Recommendation:

Approve the contract recommendation as presented.