

Agenda of Special Meeting

The Board of Trustees Waco Independent School District

A Special Meeting of the Board of Trustees of Waco Independent School District will be held January 12, 2017, beginning at 6:00 PM in the WISD Conference Center, 115 S 5th Street, Waco, Texas.

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

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. DISCUSSION AND POSSIBLE ACTION
 - A. Continuous Improvement for Governing Teams 2
 - 1. Review, Discuss and Rewrite Goals, Goals Progress Measures, Constraints and Constraints Progress Measures
 - 2. Approve continuous improvement focus group members and the invitation letter for participation
 - a. Specific Meeting Dates
 - b. Sample Focus Group Letter
 - 3. Discuss Goal Progress Measures for College Readiness and Career and Technical Education (CTE) Goals
 - B. Approve to Ratify the Contract with Texas Association of School Boards (TASB) to Conduct Superintendent Search Services 3
 - C. Approve Resolution Concerning A-F Accountability Rating System for Texas Public Schools 11
- IV. ADJOURNMENT

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: January 12, 2017

Contact Person: Dr. Bonny Cain

RE: Continuous Improvement for Governing Teams

=====

Background Information:

The Board will continue its work toward achieving continuous improvement for governing teams.

Work Plan:

1. Review, discuss and rewrite goals, goal progress measures, constraints, and constraints progress measures.
2. Approve continuous improvement focus group members, the invitation letter for participation and meeting dates.
3. Discuss goal progress measures for College Readiness and Career and Technical Education (CTE) goals.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: January 12, 2017

Contact Person: S. Davis/S. Trotts

**RE: Ratify Agreement with the Texas Association of School Boards (TASB) for
Executive Search Services**

=====

Background Information:

The Waco Independent School District Board of Trustees and the Texas Association of School Boards have entered into an “Executive Search Services Agreement” to assist the Board in its search for a new superintendent. The agreement was executed on December 15, 2016, but was not voted on in a public meeting. Although the value of the services, including reimbursable expenses, is expected to cost less than \$14,000 and could be authorized by the administration, contracts initiated and signed by the Board of Trustees require action to be taken at a public meeting. Therefore, the agreement must be ratified by the Board of Trustees.

A copy of the agreement is attached. Included in the agreement as Exhibit B is an “Acknowledgment of Confidentiality” which must be signed by each member of the Board of Trustees.

Fiscal Implications:

The amount of this “Executive Search Services Agreement” is \$10,800 plus reimbursable expenses.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees ratify the agreement with the Texas Association of School Boards (TASB) for executive search services, as presented.



Executive Search Services Agreement

This Executive Search Services Agreement (Agreement) is made by and between the Board of Trustees of the Waco Independent School District (Board or District), McLennan County, Texas, and the Texas Association of School Boards, Inc. (TASB), a nonprofit Texas corporation with offices in Austin, Texas.

RECITALS

WHEREAS, at a duly held meeting of the Board, TASB was engaged as an independent consultant to assist the Board in a search for a new superintendent for the District; and

WHEREAS, TASB accepted this engagement;

NOW, THEREFORE, pursuant to the authority of Section 11.151 of the Texas Education Code, the general laws of the State of Texas, and District policy, the Board and TASB agree as follows:

I.

Performance by TASB. In exchange for the monetary consideration detailed in Section III below, TASB agrees to perform the tasks specified in Exhibit A attached hereto.

II.

Performance by the Board. The Board agrees to work with TASB in the search for the new superintendent for the District. The parties agree that the final decision for selection to the superintendent position is left solely to the Board. In light of this working relationship, the Board agrees to accept the following duties and responsibilities:

A. Promptly inform TASB about all matters relevant to the search, including without limitation matters which must be kept confidential.

B. Adhere to the Search Timeline established under and as provided for in Exhibit A.

C. Promptly determine and assist in arranging a schedule for interviews with candidates.

D. Maintain the confidentiality of the information provided by TASB, whether oral or written, and regardless of format (e.g., electronic or paper). If the Board is required to disclose such information pursuant to state or federal law, the Board must notify TASB before disclosing the information so that TASB will have an opportunity to

protect its interest. The obligation imposed under this paragraph shall survive the termination of this Agreement.

E. Each individual member of the Board will execute the Acknowledgment of Confidentiality ("Acknowledgment"), attached hereto as Exhibit B, and abide by the terms of the Acknowledgment.

III.

Payments. The District agrees to pay TASB a professional services fee in the amount of \$10,800 to provide the services outlined in Exhibit A. This fee is inclusive and covers all of TASB's related out-of-pocket expenses, except as provided herein. TASB will bill the District for the full amount owed under this Agreement within 10 business days after the date the Board votes to hire a candidate or within 10 business days after TASB has fulfilled its duties and responsibilities leading to the selection of a finalist as set forth in Exhibit A. If either party terminates this Agreement, TASB will bill the District the fee due in accordance with Section 5.A and payment is due within 30 days after the District's receipt of the bill, unless a longer period is required by law. Any taxes, FICA, or other deductions which the District is legally required to make from the pay of regular employees will not be withheld from TASB payment(s) since TASB is an independent contractor.

A. If the Board chooses to reimburse a candidate for travel or other expenses, the Board agrees that such expenses are not included in the fee payable to TASB under this Agreement. The District is responsible for paying any such expenses.

B. Should the Board elect to conduct a site visit to the school district of a candidate, the travel and lodging expenses will be paid by the District. In the event the Board requests TASB to accompany the Board representative(s) on a site visit and TASB consents, TASB will pay the expenses of the attending TASB search consultant if the site visit is within Texas.

IV.

Warranty. Should a superintendent hired pursuant to this Agreement leave the District within two years from the date of hire, for any reason other than a family emergency, TASB will preform a one-time search for travel and expenses associated with the new search. Expenses charged to the district will include all travel to and from district, cost of the search process, and staff and consultant time. This warranty does not apply if, with respect to the initial search, the Board does not follow the process set out in Exhibit A. The search process will be modified should TASB reopen the search.

V.

Termination. This Agreement may be terminated by either party upon seven (7) days' prior written notice to the other party.

A. If this Agreement is terminated by either party, the District will pay TASB based on when the termination occurs relative to the key performance events as set out below. (The District will pay the amount due within 30 days of receipt of TASB's bill, unless a longer period is required by law.)

Performance Event	Amount due TASB
1. After Agreement Execution	20% of fee
2. After Planning Session	30% of fee
3. After Community Profile Session	40% of fee
4. After Profile Report for Board	50% of fee
5. After Review of Application Session	75% of fee
6. After Preparation for Follow Up Interviews	100% of fee

The District understands and agrees that damages from an early termination are difficult to ascertain because TASB expends considerable time and effort in preparing for and delivering on all aspects of the performance required by this Agreement. Therefore, the amount due TASB under this provision constitutes liquidated damages and not a penalty.

B. In addition to the foregoing, this Agreement is subject to cancellation due to acts of God, riots, strikes, labor difficulties, acts of public authorities, or any other similar condition beyond the control of either party.

VI.

Controlling Law/Venue. This Agreement will be interpreted under, and controlled by, the laws of the State of Texas. Venue shall lie in Travis County, Texas.

VII.

Ownership of Records. TASB is an independent contractor. All records, gathered from persons or entities, other than the District, for purposes of this Agreement, are the sole property of TASB. The Board will not have access to TASB files, correspondence, or other records, including those developed for this search, unless permitted by TASB (it being agreed that permission will not be unreasonably withheld) or as required by law.

VIII.

News/Media. TASB will cooperate with the District as the District coordinates the release of names and biographical information on candidates, in accordance with applicable law.

IX.

Limitation of Liability. To the extent permitted by applicable law, TASB's liability under this Agreement is limited to the fees paid by the District to TASB under this Agreement.

X.

Attorney's Fees. The parties agree that, in the event of a lawsuit relating to this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorney's fees.

XI.

Entire Agreement. This Agreement constitutes the entire agreement between the Board and TASB and supersedes all prior written or oral understandings and agreements. This Agreement may not be modified unless the parties execute a written amendment.

The undersigned represent and warrant that they are duly authorized to sign this Agreement in the capacity stated and have full authority to enter into this Agreement on behalf of and bind their respective entities to its terms and conditions. This Agreement becomes effective the date as of which it is executed by both parties.

BOARD OF TRUSTEES OF WACO INDEPENDENT SCHOOL DISTRICT

BY: 
President, Board of Trustees

Date: 12/15/2016

ATTEST:


Secretary, Board of Trustees

Date: 12-15-16

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

BY: 
~~Butch Felkner, Director~~
Executive Search Services

Date: 12.15.16



Exhibit A: Duties and Responsibilities

The following duties and responsibilities supplement those referenced in the main Agreement.

- A. TASB will perform these tasks in consultation with District's Board or representatives:
1. Make public announcements of superintendent vacancy.
 2. Develop a search time line ("Search Timeline"), which may be modified upon the agreement of TASB and the Board.
 3. Assist Board in drafting notices of all public meetings.
 4. Conduct focus group/community involvement sessions which may include the following:
 - a) Board members
 - b) Teachers
 - c) Students
 - d) Central office administrators
 - e) Principals and assistant principals
 - f) Paraprofessionals and auxiliary personnel
 - g) PTA and PTO members
 - h) Business, professional, and civic leaders
 - i) Former board members
 - j) Special interest groups
 - k) Media
 5. Assist in reviewing focus group/community input and using it to create desired leadership qualifications and characteristics of new superintendent.
 6. Develop qualifications and characteristics announcement.
 7. Solicit qualified candidates, as determined by qualifications and characteristics.
 8. Screen all applications for completeness.
 9. Screen all candidates for minimum qualifications specified by Board.
 10. Provide applications and supporting materials for Board's review.
 11. Assist Board with the process of evaluating candidates and selecting those to be interviewed.
 12. Review interview procedures and meeting agenda for initial interviews.
 13. Assist Board in preparing questions for interviewing candidates.
 14. Contact candidates and set up schedule for initial interviews.
 15. Review questions and procedures for follow-up interviews.
 16. Assist in developing procedures for follow-up interviews.
 17. Arrange for candidates (and spouses, if requested) to attend follow-up interviews.



18. Assist Board in developing a draft salary and benefit package for new superintendent.
 19. Assist in arranging for Board's subcommittee to visit the home district of the candidate of interest, if applicable.
 20. Assist Board's subcommittee in reporting to full Board on visit to the home district of the candidate of interest, if applicable.
 21. Assist Board in the process for naming finalist(s).
 22. Assist Board in announcing selection of lone finalist(s) to media.
 23. Assist Board in the process for hiring new superintendent.
 24. Confirm results of Board's vote to hire new superintendent.
 25. Assist Board in announcing selection of new superintendent to media.
 26. Award continuing education credit for Board members' training in interview process.
- B. The Board will be responsible for the following:
1. Obtaining criminal history search that the Board is legally required, or desires, to conduct on a candidate. TASB will advise each candidate that the Board may procure a criminal history search on candidates the Board interviews, and that any employment offer made by District will be conditioned upon the candidate's successful clearance of a criminal history check. Additionally, TASB will ask each candidate the Board plans to interview to self-report any criminal conviction history, and the candidate will be encouraged to include information that will help the Board conduct an individualized assessment of any such history under EEOC guidelines (e.g., evaluate the nature and gravity of the offense, the time elapsed since the offense, and similar factors).
 2. Accepting and adhering to the Search Timeline.
- C. This section applies if the search cannot proceed in accordance with the Search Timeline because of a change to the Timeline that has not been agreed to by TASB and the Board as provided for in Section A.2 of this Exhibit. If and as soon as (but no later than 10 days after) a party has reason to believe that the party will or may not be able to adhere to the Search Timeline, the party will provide the non-delaying party written notice of the delay. If the delay is not cured within 45 days of receipt, or within 45 days of the delay if no notice is given, the non-delaying party may terminate this Agreement in accordance with Section V and TASB shall be paid in accordance with Section III of this Agreement. Alternatively, the search may be suspended or further delayed for a period and upon such terms as TASB and the District agree in writing.
- D. A credit or financial history on a candidate is outside the scope of this Agreement.



Exhibit B: Acknowledgment of Confidentiality

Waco Independent School District

This document should be signed by each member of the Board of Trustees and any other person who will have access to confidential information.

We understand and agree that, subject to Texas law, the information provided by the Texas Association of School Boards, Inc. (TASB) through Executive Search Services is confidential and I am obligated to protect the confidentiality of the information, whether oral or written, and regardless of the format (e.g., electronic or paper). I will ensure that the information is kept out of view from those who are not authorized to see the information, and I will only use the information in an appropriate manner as authorized by the District's agreement with TASB or as authorized by law.

Date

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Pat Atkins, President

Printed Name

Allen Sykes, Vice President

Printed Name

Norman Manning, Secretary

Printed Name

Cary Du Puy, Member

Printed Name

Stephanie Ybarra-Korteweg, Member

Printed Name

Larry Perez, Member

Printed Name

Angela Tekell, Member

Printed Name

Printed Name

Printed Name

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: January 12, 2017

Contact Person: Dr. Bonny Cain

**RE: Approve Resolution Concerning A-F Accountability Rating System for
 Texas Public Schools**

=====

Background Information:

With community support across Texas, grassroots efforts make a difference. In 2012, 881 school districts representing more than 4.4 million students adopted resolutions calling on the Texas Legislature to reexamine the state’s overreliance on standardized testing. Together, these districts captured the attention of lawmakers, business leaders, parents and the news media, not just in Texas, but around the nation. As a result, there were positive changes in the assessment and accountability system at the high school level via House Bill 5 in 2013 and via Senate Bill 149 in 2015.

If the A-F rating system is to be modified before it harms Texas schools and students, all districts need to stand united. Statewide support of a resolution is needed to push legislators for the development of an accountability system that relies on multiple assessments and one that more accurately reflects what students know, appreciate, and can do.

Fiscal Implications:

None

Administration Recommendations:

That the Board of Trustees adopt the attached resolution.

**BOARD OF TRUSTEES
WACO INDEPENDENT SCHOOL DISTRICT**

**Resolution
Concerning the A-F Accountability Rating System for Texas Public Schools**

STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

WHEREAS, the Texas Legislature has enacted legislation that requires the Commissioner of Education to implement a public school rating system that would assign A through F grades to schools and districts beginning with the 2017-18 school year; and

WHEREAS, at least 16 states have implemented a similar rating system utilizing A through F grades for schools and districts and, to date, there is no definitive research that suggests these ratings have improved student or school performance; and

WHEREAS, in a recent statewide survey conducted by the State Board of Education, an overwhelming majority of Texans do not want high-stakes, standardized test scores to serve as the primary basis for a public school rating system; and

WHEREAS, the majority (55%) of the A through F grades are based on the State of Texas Assessment of Academic Readiness (STAAR), a high-stakes, standardized test that does not accurately measure student learning; and

WHEREAS, the STAAR provides little meaningful information to guide student learning, inform teachers or report academic progress to parents; and

WHEREAS, the Commissioner's proposed rating system utilizing A through F grades for schools and districts includes five domains and numerous unrelated indicators to determine a single grade, leaving the public with an invalid, disconnected reflection of school quality; and

WHEREAS, the Commissioner's proposed rating system utilizing A through F grades for schools, and districts creates a false impression about students, ignores the unique strengths of each school, and unfairly reduces each student's worth to the school's assigned grade; and

WHEREAS, we embrace meaningful accountability that informs students, parents, and teachers about the learning needs of each student and each school; and

WHEREAS, we believe our state's future prosperity relies on a high-quality education system that prepares students for college and careers, and without such a system Texas' economic competitiveness and ability to attract new business will falter; now, therefore, be it

RESOLVED, that the **WACO INDEPENDENT SCHOOL DISTRICT** Board of Trustees calls on the Texas Legislature to repeal the rating system utilizing A through F grades for schools and districts and develop a community-based accountability system that empowers school districts to design their own internal systems of assessment and accountability that, while meeting general state standards, allows districts to innovate and customize curriculum and instruction to meet the needs and interests of each student and their communities; and, be it further

RESOLVED, that this new system should reduce the use of high-stakes, standardized tests, encompass multiple assessments, reflect greater validity, and, more accurately reflect what students know and can do in terms of the rigorous standards.

PASSED AND APPROVED on this 12TH day of January, 2017

By: _____
Pat Atkins
President

By: _____
Allen Sykes
Vice President,

By: _____
Norman Manning
Secretary

By: _____
Stephanie Korteweg
Board of Trustee

By: _____
Larry Perez
Board of Trustee

By: _____
Angela Tekell
Board of Trustee

By: _____
Cary DuPuy
Board of Trustee