

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the Hays Consolidated Independent School District will be held on June 15, 2020 beginning at 5:30 PM Hays High School, Media Room, 4800 Jack C. Hays Trail, Buda, TX 78610.

A quorum of the Board of Trustees will be physically present at one location; however, in-person public attendance will not be permitted in light of the ongoing COVID-19 pandemic and out of concern for the health and safety of our school community. Members of the public may access this meeting as follows:

<https://www.hayscisd.net/site/Default.aspx?PageID=196>.

If you wish to submit comments for review by the Board of Trustees, please complete and submit the form available here: [www.hayscisd.net/boardcomment](http://www.hayscisd.net/boardcomment) . Comments submitted and received by 12:00 noon on the day of this meeting, will be available to the Board for review and consideration prior to the meeting.

If during the course of the meeting, discussion of any item on the agenda should be held in a closed session, the Board will adjourn to a closed session in accordance with the Texas Open Meetings Act, Texas Government Code Section 551, Subchapters D and E or Texas Government Code Section 418.183(f). Before any closed session is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting. Policy BEC Legal attached.

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

**A. CALL TO ORDER:** Establish a quorum

The purpose of this meeting is an agenda workshop. Board members will have the opportunity to discuss agenda items and ask questions of the administration in preparation of the June 22, 2020 Hays CISD Board of Trustees Business Meeting.

**B. CLOSED SESSION**

1. Pursuant to Texas Government Code sections 551.071, 551.129, 551.0821, and 551.074, deliberation regarding threatened litigation related to special education student, including possible resolution; consultation with legal counsel regarding same.
2. Hear and deliberate regarding Superintendent's recommendations regarding employment and contract status of administrative professional personnel including campus principals - Tex. Gov't Code § 551.074
3. Deliberation regarding Superintendent contract and evaluation, pursuant to Tex. Gov't Code §551.074.

**C. RECONVENE IN OPEN SESSION (IMMEDIATELY FOLLOWING CLOSED SESSION)**

**D. PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS**

Board Secretary **United States Flag Pledge:**

I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

**Texas Flag Pledge:**

Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.

**E. MISSION STATEMENT**

Board Vice President The mission of Hays CISD is to nurture students to become extraordinary citizens through unique, personal educational experiences through an innovative community of learners while celebrating our diversity and legacy.

**F. SOCIAL CONTRACT**

The Board will:

1. Serve as District Ambassadors
2. Be Professional
3. Collaborate as a Team and Respect the Body Corporate
4. Promote Discussion and Respect Each Other
5. Assume Positive and Noble Intentions

Board Member

**G. CONDUCT PUBLIC HEARING TO DISCUSS BUDGET & PROPOSED TAX RATE FOR 2020-2021 - SCHEDULED FOR JUNE 22, 2020**

Randy Rau

**H. PUBLIC FORUM**

A quorum of the Board of Trustees are physically present at one location, however, in-person public attendance will not be permitted in light of the ongoing COVID-19 pandemic and out of concern for the health and safety of our school community.

However, members of the public were given the opportunity to submit written comments to the District, and those written comments were to have been submitted online by 12:00 noon on June 15, 2020 and provided to the Board members earlier today.

**I. REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES**

The Board received a packet of information last week related to topics on today's agenda. Each Board member has had an opportunity to peruse the information prior to the meeting.

**J. STUDENT ACHIEVEMENT REPORT - JUNE 15, 2020**

1. Student Goal—Hays CISD believes in the achievement of every student. The District will evaluate and address the individual needs of each student. Student performance will be evaluated in academics, college, career, and military readiness. Our staff believes in the education of the whole child and believes that success is based on more than the results of a single test, including social and emotional learning, strong interpersonal skills, and the development of positive members of society.

- a. Early Childhood Literacy and Mathematics (EC-LM) and College, Career, and Military Readiness (CCMR)

Sandra Dowdy, Dr. Jennifer Garcia

**K. REVIEW OF CONSENT AGENDA ITEMS - FOR ACTION ON JUNE 22, 2020**

Per Board Policy BE all items listed as consent items are considered to be routine by the Board and shall be enacted with one motion. There shall be no separate discussion unless a Board member so requests, in which event the item shall be removed as a consent item and considered as an individual item on the regular agenda.

1. Minutes of Board of Trustees Meetings

Dr. Eric Wright

- a. May 18, 2020

2. Finance Report

Randy Rau

3. Budget Amendments

Randy Rau

4. Procurements

- a. Audio Visual Equipment & Technical Contracted Services – Pathway (*additional backup information*)

Dianne Borreson

- b. Autism Professional Development – Star Autism Support LLC

Sandra Dowdy, Nadine Hogan

- c. Bread Products – Kurz & Co

- Randy Rau
- d. Contracted Lawn Maintenance Services – Rios Tree Services  
Max Cleaver
- e. Custodial Equipment & Plumbing Supplies – Ferguson  
Max Cleaver
- f. Dairy & Other Food Svc Purchases – Hill Country Dairies & Labatt Food  
Randy Rau
- g. District Software Support – Solid Border (*additional backup information*)  
Dianne Borreson
- h. HVAC Filter Services – TX Filter Service (*additional backup information*)  
Max Cleaver
- i. Learning Management System – PowerSchool (*additional backup information*)  
Sandra Dowdy, Sami Kinsey, Emily Herrin
- j. Online K-8 Math Program – Dreambox (*additional backup information*)  
Sandra Dowdy, Derek McDaniel
- k. Portable Renovations NES – Industrial Laminates Corp dba Ilcor Builders (*additional backup information*)  
Max Cleaver
- l. Produce Food Svc – Ferris Joseph  
Randy Rau
- m. PSAT/SAT Assessment Exams– College Board (*additional backup information*)  
Sandra Dowdy, Charlotte Winkelmann, Joy Philpott
- n. Reading Curriculum Support – Learning A-Z (*additional backup information*)  
Sandra Dowdy, Sami Kinsey
- o. Reading Instructional & Intervention – Amplify Education mClass (*additional backup information*)  
Sandra Dowdy, Sami Kinsey, Derek McDaniel
- p. Rekey JHS – IDN Acme (*additional backup information*)  
Max Cleaver
- q. District Software Support Renewals – TwoTrees Technology  
Dianne Borreson
- r. Repairs – Remodel – District Wide – Myers Concrete (*additional backup information*)  
Max Cleaver
- s. Retail Vendors – HEB  
Randy Rau
- t. Retail Vendors – Sam’s Club  
Randy Rau
- u. Safety Inspections – District Wide – JM Engineering (*additional backup information*)  
Max Cleaver
- v. SPED Software – SuccessEd (*additional backup information*)  
Sandra Dowdy, Nadine Hogan
- w. Tractor Purchase – Kubota (*additional backup information*)  
Max Cleaver
- x. Uniform Rentals – District Wide – Unifirst

Max Cleaver

- y. Vehicle Rentals – District Wide – Enterprise Rent-a-Car

Max Cleaver

- z. Web Based Software for ELL Educators – ELLvation (*additional backup information*)

Sandra Dowdy

- 5. Memorandum of Understanding

- a. Communities in Schools

Sandra Dowdy

- b. Texas State University - Graduate Assistant Athletic Trainer Agreement

Sandra Dowdy

- c. Extra-Curricular Status of 4-H/Adjunct Faculty Status of Hays County Extension Agents

Sandra Dowdy, Suzi Mitchell

- 6. Consideration and possible approval of requests made by (1) Leif Johnson Ford Truck City and (2) Geoffrey Bryce Marlette & Kathleen Rae Sommers for waiver of penalties and interest on two property tax payments, citing Section 33.011(h) of the Texas Property Tax Code.

Randy Rau

- 7. Acknowledgement of HB 3834

Dianne Borreson

- 8. Consideration and possible adoption of the Early Childhood and CCMR Plans as required by HB3

Jennifer Garcia, Joy Philpott, Kevin Malandrucolo

- 9. Consideration and possible approval of appointments to the Hays CISD SHAC for the 2020-2021 school year

Sandra Dowdy; Macie Walker

- 10. Consideration and possible approval of a one year renewal for a firm to provide legal services to the district.

Randy Rau

**L. REVIEW ACTION ITEMS - FOR ACTION ON JUNE 22, 2020**

- 1. Consideration and action, if any, resulting from closed session

- a. Consider and take possible action to approve resolution in threatened litigation related to special education student, Student v. Hays CISD: Mediation Docket No. 074-DM-0320.

Dr. Eric Wright

- b. Consideration and possible approval of Superintendent's recommendations regarding employment and contract status of administrative professional personnel including campus principals and assistant principals

Dr. Eric Wright

- c. Consider and take possible action on waiver of requirements for 2019-2020 Superintendent evaluation.

Board President, Esperanza Orosco

- d. Consideration and possible approval on Superintendent contract extension and/or contract terms

Board President, Esperanza Orosco

- 2. Consideration and approval of the 2020-21 General Fund, Debt Service Fund, and Food Service Fund budgets and approval of the 2020-21 budget for additional accelerated instruction pursuant to HB 5 requirements

Randy Rau

- 3. Consideration and possible approval of the Hays CISD Employee Compensation Plan for 2020-2021 Fiscal Year

Marivel Sedillo

4. Consideration and possible approval of temporary suspension of a portion of policy DC (LOCAL) from June 23, 2020 through August 17, 2020  
Marivel Sedillo
5. Consideration and possible approval of the Request for Additional Growth Positions and/or Request Release to Add Positions up to our Staffing Ratios  
Marivel Sedillo
6. Consider adoption of an order authorizing and providing for the defeasance and redemption of certain outstanding obligations of Hays Consolidated Independent School District; authorizing the execution of an escrow agreement; and containing other provisions related thereto  
Randy Rau
7. Consideration and possible approval of the construction of the Uhland Elementary School Playfield for student use  
Max Cleaver
8. Consideration and possible approval of the construction of the Lehman High School Barber Program Lab  
Max Cleaver
9. Consideration and possible adoption of the 2020-2021 Hays CISD Board of Trustees Agenda Workshops and Business Meetings calendar  
Dr. Eric Wright

**M. INFORMATION ITEMS**

1. COVID-19 Update  
Dr. Eric Wright

**N. RECAP OF REQUESTS FOR INFORMATION**

**O. BOARD REFERENCE DOCUMENTS**

**P. UPCOMING BOARD MEETINGS**

Monday, June 22, 2020, Johnson High School

Official Board of Trustees information may be obtained at [www.hayscisd.net](http://www.hayscisd.net)

**Q. ADJOURN**

This notice was posted in compliance with the Texas Open Meetings act on: June 11, 2020 at 2:00 PM

### Exceptions for Closed Meetings

A board may conduct a closed meeting for the purposes described in the following provisions.

#### Attorney Consultation

A board may conduct a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings. *Gov't Code 551.071* [See BE for permissible methods of communication for attorney consultations]

#### Real Property

A board may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.072*

#### Prospective Gift

A board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to a district if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.073*

#### Personnel Matters

A board is not required to conduct an open meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, a board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. *Gov't Code 551.074*

The closed meeting exception for personnel matters does not apply when a board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when a board discusses a class or group of employees, not a particular employee. *Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)*

*Employee-Employee Complaints* A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

*Student Discipline* A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

#### Personally Identifiable Student Information

A board is not required to conduct an open meeting to deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Directory information about a public school student is considered to be personally identifiable information about the student for this purpose only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed a district that the directory information should not be released without prior consent. [See FL]

This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.

*Gov't Code 551.0821*

#### Medical or Psychiatric Records

A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate

1. The medical records or psychiatric records of an individual applicant for a benefit from the plan; or
2. A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan.

*Gov't Code 551.0785*

#### Security

A board is not required to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation, of security personnel or devices, or
2. A security audit

*Gov't Code 551.076*

A board is not required to conduct an open meeting to deliberate:

1. Security assessments or deployments relating to information resources technology;
2. Network security information as described by Government Code 2059.055(b); or
3. The deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

*Gov't Code 551.089*

#### Assessment Instruments

A board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. *Education Code 39.030(a)*

#### Emergency Management

A board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, Management relating to Homeland Security. However, a board must make a tape recording of the proceedings of a closed meeting held to deliberate the information. *Gov't Code 418.183(f)*

#### Economic Development Negotiations

A board is not required to conduct an open meeting:

1. To discuss or deliberate regarding commercial or financial information that the board has received from a business prospect that the board seeks to have locate, stay, or expand in or near a district and with which the board is conducting economic development negotiations; or
  2. To deliberate the offer of a financial or other incentive to such a business prospect.
- Gov't Code 551.087*

#### **Procedures for Closed Meetings**

If a closed meeting is allowed, a board shall not conduct the closed meeting unless a quorum of the board first convenes in an open meeting for which proper notice has been given [see BE] and the presiding officer has publicly announced that a closed meeting will be held and has identified the section or sections of the Open Meetings Act or other applicable law under which the closed meeting is held. *Gov't Code 551.101*

#### **Vote or Final Action**

A final action, decision, or vote on a matter deliberated in a closed meeting shall be made only in an open meeting for which proper notice has been given. *Gov't Code 551.102* [See BE]

#### **Certified Agenda or Recording**

A board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with a district's attorney. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the presiding officer at the beginning and end of the closed meeting indicating the date and time. A presiding officer shall certify that a certified agenda is a true and correct record of the proceedings. If a recording is made, it must include announcements by the presiding officer at the beginning and end of the meeting indicating the date and time. *Gov't Code 551.103*

"Recording" means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. *Gov't Code 551.001(7)*

Closed meetings may not be recorded by an individual trustee against the wishes of a majority of a board. *Zamora v. Edgewood Indep. Sch. Dist.*, 592 S.W.2d 649 (Tex. App.—San Antonio, 1979, writ ref'd n.r.e.)

##### **Preservation**

A board shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If a legal action involving the meeting is brought within that period, the board shall preserve the certified agenda or recording while the action is pending. *Gov't Code 551.104(a)*

##### **Public Access**

A certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued as a result of litigation involving an alleged violation of the Open Meetings Act. *Gov't Code 551.104(b), (c)*

#### **Prohibitions**

No board member shall participate in a closed meeting knowing that neither a certified agenda nor a recording of the closed meeting is being made. *Gov't Code 551.145*

No individual, corporation, or partnership shall without lawful authority disclose to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public. *Gov't Code 551.146*

No board member shall knowingly call or aid in calling or organizing a closed meeting that is not permitted under the Open Meetings Act, close or aid in closing a regular meeting to the public except as permitted under the Open Meetings Act, or participate in a closed meeting that is not permitted under the Open Meetings Act. *Gov't Code 551.144(a)*

##### **Affirmative Defense**

It is an affirmative defense to prosecution under Subsection 551.144(a) that a board member acted in reasonable reliance on a court order or a written interpretation of the open meetings law contained in an opinion of a court of record, the attorney general, or the board's attorney. *Gov't Code 551.144(c)*

DATE ISSUED: 11/16/2017

UPDATE 109

## Mission Statement

The mission of Hays CISD is to nurture students to become extraordinary citizens through unique, personal educational experiences through an innovative community of learners while celebrating our diversity and legacy.



## Beliefs

We believe:

- ❖ Decision making is student-focused.
- ❖ All students have the capacity to learn and be successful.
- ❖ A safe and secure environment is essential.
- ❖ Success is a shared investment that includes learners, educators, parents and the community.
- ❖ In treating our educators and staff with dignity and respect.
- ❖ The allocation of resources will support high quality learning.
- ❖ An educated populace is essential to democracy.
- ❖ High expectations lead to high achievement.
- ❖ Open communication, transparency, and accountability build trust.
- ❖ Inspired learning is the foundation of lifelong success.
- ❖ Diverse and varied opportunities further learning.
- ❖ Student success includes a well-rounded education that goes beyond standardized testing.

## Hays CISD Goals 2018-2019

**Student Goal**—Hays CISD believes in the achievement of every student. The District will evaluate and address the individual needs of each student. Student performance will be evaluated in academics, college readiness, and career development. Our staff believes in the education of the whole child and knows that success is based on more than the results of a single test.

**School Safety Goal**—HCISD is dedicated to the safety social and emotional well-being of students and staff. A safe environment must include secure facilities, staff and student training, and our adopted standard response protocol. The district will partner with local and state entities to assure preparedness. Specific areas to be addressed are campus access, detecting and reporting possible threats, and building an environment of trust between adults and all students. Our Emergency Operations Plan is updated annually and followed throughout the district.

**Board/Staff/Community Relations Goal**—HCISD is dedicated to treating all stakeholders with respect and dignity. Cultivating great community and staff relations requires empathy, visibility, trust, and communication. Communication through all appropriate avenues is a priority, and staff will receive training in these areas. Our district is committed to increasing client engagement both internally and externally.



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

**Equity  
In Attitude**

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

**Trustworthiness  
In Stewardship**

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

**Honor  
In Conduct**

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

**Integrity  
Of Character**

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

**Commitment  
To Service**

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

**Student-Centered  
Focus**

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

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 22, 2020

Subject: Consideration and Possible Approval of Consent Agenda

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

**A. Purpose of Agenda Item:**

Action needed

Information only

Receive input

**B. Authority for This Action:**

Local Policy BE

Law or Rule

N/A

Policy Be local states that the consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote

**C. Goal or Need Addressed:**

As listed on attached pages

**D. Summary:**

Previous board action relating to this item - Ongoing

Future action anticipated - Monthly

Background information – The following items are presented for approval

1. Board Meeting Minutes
2. Financial Statements and Expenditures
3. Budget Amendments
4. Procurements
5. Memorandums of Understanding
6. Waiver of penalty/interest on a property tax payment
7. Acknowledgement of HB3834
8. Adoption of the Early Childhood and CCMR Plans
9. Appointments to the Hays CISD SHAC for the 2020-2021 school year
10. Renewal of firm to provide legal services to the district

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other \_\_\_\_\_

All agenda items have been reviewed by the Superintendent's Cabinet

**F. Administrative Recommendation:**

The Superintendent recommends the Board approve consent agenda items as presented.

**G. Fiscal Impact and Cost:**

**Amount:** Per individual items attached

**H. Suggested Motion:**

I move that the Board approve the consent agenda as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 22, 2020

Subject: Consideration and possible approval of meeting minutes

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

**A. Purpose of Agenda Item:**

Action needed

Information only

Receive input

**B. Authority for This Action:**

Local Policy

Law or Rule

N/A

Policy BE local states that Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary

**C. Goal or Need Addressed: N/A**

**D. Summary:**

Previous board action relating to this item - Ongoing

Future action anticipated - Monthly

Background information – Minutes from the May 18, 2020 meeting are presented for approval

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other \_\_\_\_\_

All agenda items have been reviewed by the Superintendent's Cabinet.

**F. Administrative Recommendation:**

The Superintendent recommends the Board approve minutes from the May 18, 2020 Board meetings as presented.

**G. Fiscal Impact and Cost: Amount: N/A**

Budget

Bond

Grant/Special Funds

Other \_\_\_\_\_

**H. Suggested Motion:**

I move that the Board approve the May 18, 2020 Board meeting minutes as presented.

# Minutes of Regular Meeting by Videoconference or Telephone Call May 18, 2020

## Hays CISD Board of Trustees

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These minutes are a record of the actions taken by the Hays CISD Board of Trustees in the meeting held on the above date. The complete audio of this meeting is accessible at [www.hayscisd.net](http://www.hayscisd.net) for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting by Videoconference or Telephone Call of the Board of Trustees of Hays CISD was held Monday, May 18, 2020, beginning at 5:00 PM by Video Conference.

### **CALL TO ORDER:** Establish a quorum

Board President, Esperanza Orosco, called the meeting to order at 5:02 PM. By roll call, all Board Members, Raul Vela, Michael Sanchez, Vanessa Petrea, Esperanza Orosco Will McManus, Merideth Keller, and Willie Tenorio were in attendance.

### **REORGANIZATION OF THE BOARD OF TRUSTEES**

Discuss and take possible action to reorganize the Board and select officers.

Board policy BDAA addresses the election of board officers. President, Esperanza Orosco, presided over the reorganization process.

Merideth Keller nominated Esperanza Orosco for the position of board president. Mrs. Orosco accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mrs. Keller, Dr. Sanchez, Mr. Vela, and Mrs. Petrea voted yes for Esperanza Orosco. Mr. Tenorio voted no for Esperanza Orosco. The vote for Esperanza Orosco for board president was 6-1 with a roll call vote. Mrs. Orosco was elected board president.

Vanessa Petrea nominated Will McManus for the position of board vice president. Mr. McManus accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mr. Tenorio, Mrs. Keller, Mr. Vela, Dr. Sanchez and Mrs. Petrea voted yes for Will McManus. The vote for Will McManus for board vice president was 7-0 with a roll call vote. Mr. McManus was elected board vice president.

Esperanza Orosco nominated Vanessa Petrea for the position of board secretary. Mrs. Petrea accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mr. Tenorio, Mrs. Keller, Mr. Vela, Dr. Sanchez and Mrs. Petrea voted yes for Vanessa Petrea. The vote for Vanessa Petrea for board secretary was 7-0 with a roll call vote. Mrs. Petrea was elected board secretary.

### **PUBLIC FORUM**

In accordance with the suspension of certain Open Meetings Laws by Governor Abbott, the public was not provided an opportunity for public comment during this meeting. However, members of the public were given the opportunity to submit written comments to the District on posted agenda items, and those written comments were to have been submitted online by 12:00 noon on May 18, 2020. No on-line comments were received.

### **CONSENT AGENDA ITEMS**

Minutes of Board of Trustees Meetings  
Financial Statement  
Budget Amendments

Procurements

- Athletic Uniforms, Supplies & Equipment FY 20-21 – BSN Sports
- Band Uniforms LHS – Fred J Miller
- Food Service Contract – Southwest Food Service of Excellence
- Open Court Workbooks K-2nd Grade – McGraw Hill
- Radio Service – District Wide - LCRA
- Software/Security Licenses – Solid Border
- STEMscopes – Instructional Materials
- Technology Supplies & Equipment – GTS Technology Solutions

Memorandum of Understanding

- 2020 Hays CISD EMT and Fire Fighter Academy

Budget Amendments and the Athletic Uniforms, Supplies & Equipment FY20-21 and Band Uniforms LHS Procurement items were pulled from the Consent Agenda for discussion. Mr. MdManus moved and Dr. Sanchez seconded the motion that the remainder of the Consent Agenda items be approved as presented. The motion passed with a 7-0 roll call vote.

Discussion ensued regarding the Budget Amendments. Randy Rau answered questions presented by Mr. Tenorio. Discussion also ensued regarding the Athletic Uniforms, Supplies & Equipment FY20-21 and Band Uniforms LHS procurements. Dr. Wright answered questions from the Board Members. Mr. Tenorio moved and Mrs. Petrea seconded the motion that the Board approve the items pulled from the Consent Agenda, as presented. The motion passed with a 7-0 roll call vote.

**ACTION ITEMS**

Consideration and possible approval of Superintendent's recommendations for Employment, including Principal(s) and Assistant Principal(s), Resignations, Extended Leaves, Additional Positions and Other Personnel Matters

Dr. Wright recommended the hiring of Nate Smith to fill the position of Head Band Director at Lehman High School, and Brent Stidevent and Catheryn Chairez to fill the positions of Assistant Principals at Johnson High School. Mr. Tenorio moved and Mr. McManus seconded the motion that the Board approve the hiring of Nate Smith, Brent Stidevent and Catheryn Chairez, as presented. The motion passed with a 7-0 roll call vote.

Consideration and possible adoption of DCD(LOCAL) - Employment Practices - At-Will Employees

Mr. McManus moved and Mrs. Keller seconded the motion that the Board adopt board policy DCD(LOCAL)- Employment Practices –At-Will Employment as presented. The motion passed with a 7-0 roll call vote.

**INFORMATION ITEMS**

2020-2021 Budget Update

Randy Rau gave a brief update on the budget process. There will be a complete budget presentation given at the June 4, 2020 Budget Workshop.

COVID-19 Update

Dr. Eric Wright gave the board an update on the District during the COVID-19 pandemic.

**ADJOURN**

No further business was conducted and the meeting adjourned at 6:13 PM.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: **June 22, 2020**

Subject: Community in Schools (CIS) and Hays CISD Contract MOU (Memorandum of Understanding) Agreement for 2020-21 for \$504, 000 in two payments of \$252,000.

Administrator Responsible/Position:

**A. Purpose of Agenda Item:**

Action needed

Information only

Receive input

**B. Authority for This Action:**

Local Policy

Law or Rule

N/A

**C. Goal or Need Addressed:**

**Board Goal:**

**Student Goal**—Hays CISD believes in the achievement of every student. Community in Schools services 12 campuses. Consideration and possible approval of the contract and MOU agreement between Hays Consolidated ISD (HCISD) and Communities in Schools of Central Texas (CIS) to render certain social services within the HCISD

**D. Summary:**

**Previous board action relating to this item** The Community in Schools and Hays CISD has entered into this MOU contract since 2007.

**Future action anticipated** – Approve the Contract MOU agreement for the school year 2020-21.

**Background information** –

CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. The services will be provided at 12 campuses:

Camino Real Elementary,  
Hemphill Elementary School,  
Tom Green Elementary School,  
Uhland Elementary School,  
Chapa Middle School,  
Wallace Middle School,  
McCormick Middle School,  
Simon Middle School,  
Lehman High School,  
Johnson High School,  
Hays High School and  
IMPACT

A yearly report will be completed by Communities in Schools of Central Texas and submitted to the district and Superintendent in September. That report will be shared with the Board of Trustees.

**E. Scope of Options Reviewed:** Although the district hires counselors and a social worker at each comprehensive high school, CIS manages the top tier of the at-risk students. They collaborate with the district and campus counseling staff for services, needs and professional development. They train along-side our counselors plus further professional development through Community in Schools. This HCISD relationship with CIS has helped the highest risk students on these campuses in our district improve attendance, academic scores and grades, help reduce discipline referrals and receive counseling for school and family situations. They not only provide tutoring and counseling, but they make home

visits and provide basic services like clothes, food, water and electric services if their families need it. In our high schools an X-Y Zone social worker works with male students and is a part of contract. The only high school without CIS is Live Oak High School. CIS, at every campus on which they serve, provide the Pebble Project at elementary campuses, AmeriCorps volunteers and social work interns to assist in their work with students and their families. They serve approximately 95-100 students per campus. But have served more if requested. The CIS staff work closely with the district Counseling Director to provide some social services across the district for all of our students. They serve on the District Counseling Crisis team and are on call as are all of our counselors if needed. They are assigned to 12 campuses, all of whom are either Title 1 or have low-socioeconomic family needs.

**Reasons for rejecting alternatives:** The relationship and services provide by the Community in Schools of Central Texas is valuable and helps students succeed.

**F. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other The principals and counselors on the CIS campuses are pleased with their relationship and think they are important in the success of high needs students.

**From public** – The families of whom CIS serve, feel they are needed. This information is provided in the yearly report to the Board of Trustees in September/October.

**G. Administrative Recommendation:**

The administration recommends the approval of this contract (MOU).

**Advantages/benefits of this contract approval**

CIS meets the social, emotional, basic, academic and counseling needs of our highest risk families on 12 campuses in the district.

**Expected results in terms of student benefit/achievement** – Based on the report provided to the Board each year, the at risk students served by CIS are successful in school and have basic needs meet through an agency that provides services and life skills. The students they serve are academically and emotional successful.

**Possible problems or disadvantages of this CIS MOU Agreement**

There are no problems or disadvantages.

**Affect of this action on other parts of the system**

**Consequences of not approving the Community in Schools and Hays CISD MOU Agreement** would mean that the counselors or additional district staff would provide the additional services for their students that are not currently provided. It would take time, staff and money to mirror their services.

**H. Fiscal Impact and Cost:**

**Budget – General Operating Fund**     **Bond**     **Grant/Special Funds**     **Other** \_\_\_\_\_  
\$504,000 for 12 campuses

**Prior Year Spending** – \$450,000 for the school year 2019-20.

**Future/Ongoing-** Each year this contract is reviewed and a report is presented to the Board of Trustees in September/October.

**I. Monitoring and Reporting Time Line:**

**Person responsible for evaluating this decision or action**

The District Director of Counseling collaborates with CIS.

**Evaluation method and time line** – A report will be presented to the Board in September/October.

**Next report to the board** – September/October 2020.

**J. Suggested Motion:**

The department of Curriculum and Instruction move that the Board approve this Community in Schools (CIS) and Hays CISD Contract MOU (Memorandum of Understanding) Agreement for School Year 2020-21 for \$504, 000 in two payments of \$252,000.

AGREEMENT BETWEEN  
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT &  
COMMUNITIES IN SCHOOLS of CENTRAL TEXAS

This AGREEMENT for services is entered into this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020, by and between Hays Consolidated ISD and Communities In Schools of Central Texas, a non-profit corporation.

Hays Consolidated ISD desires to engage Communities In Schools of Central Texas (CIS) to render certain social services within the ISD and CIS desires to perform certain social services within the ISD.

I. Scope of Services

**CIS will provide to the ISD during the term of the contract the following:**

1. Campus Staff. CIS will provide each designated campus with a full-time social service professional (i.e., Program Manager). CIS may provide, as available, additional staff, such as, AmeriCorps members, caseworkers, university interns, and volunteer tutors and mentors. CIS will assign a Program Manager chosen with the input of the appropriate school principal (or designee) to the following ISD campuses: Camino Real Elementary, Hemphill Elementary School, Tom Green Elementary School, Uhland Elementary School, Chapa Middle School, Wallace Middle School, McCormick Middle School, Simon Middle School, Lehman High School, Hays High School, IMPACT Center, and Johnson High School
2. Supervision of Campus Staff. CIS administrative staff will be responsible for the supervision of CIS staff, interns and volunteers serving each campus. Issues regarding the performance of CIS staff, interns and volunteers will be handled by the CIS administration with input from campus principal.
3. Campus Service Delivery Plans. The CIS Program Manager and ISD campus staff will jointly develop a program plan that describes the needs of students, services and school to be provided by CIS on each campus. This program plan will be updated each year and can be included as part of the Campus Improvement Plan.
4. CIS Services. As outlined in the campus service plans, CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. CIS services may include:
  - assistance in identifying students who need support services to improve their attendance, achievement or behavior;
  - involvement in campus student assistance programs, work groups, etc. as assigned by the appropriate school administrator;
  - assistance in developing and monitoring student support service plans;
  - individual, group and family counseling;
  - crisis intervention, mediation, de-escalation services
  - case management, monitoring, and related support and follow-up services;
  - parental involvement activities, such as: parent training sessions, home visits, student/parent activities, parent conferences;
  - referrals to other agencies and assistance in connecting the school with services provided by other community resources;
  - enrichment activities, such as, field trips, after school clubs, attendance incentives;
  - pre-employment skills training, such as, career days and school-to-career activities;
  - student advocacy;
  - support of school-wide activities
  - summer programming
  - special programs on select campus, (e.g. XY Zone, Pebble Project, AmeriCorps);

- other program or services as deemed appropriate and jointly agreed upon by CIS and ISD.
5. Reporting to ISD. CIS will provide campus and district wide reports within sixty (60) days of the end of the summer semester. These reports will indicate the number of students receiving services described in each campus program plan, demographic information of students served, and information about the behavior, attendance, and academic achievement of the students served.
  6. CIS will abide by all applicable federal, state and local laws and regulations.
  7. CIS may request to move or leave a specific ISD campus due to a significant loss of funding from ISD or non-ISD sources, a significant change in demographics or decline in the percentage of students considered at-risk on a specific ISD campus, or other persistent factors that negatively impact CIS' ability to effectively deliver services.

**The ISD will provide to CIS at each service location during the term of the contract the following:**

1. Adequate confidential space to house the CIS staff and program
2. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees at all times CIS is performing its duties under this Agreement. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.
3. Use of campus copier
4. Phone line and internet access
5. Input regarding CIS personnel who are stationed on the campus(s)
6. Assistance to CIS in collecting data on student attendance, behavior and achievement as necessary to complete reports required in this Agreement. Attached Exhibit A Data Collection Elements
7. Inclusion of CIS in the District Improvement Plan and Campus Improvement Plan(s)

II. Time of Performance

This AGREEMENT shall be for a term of twelve months, commencing on September 1, 2020 and continuing through August 31, 2021.

III. Compensation and Method of Payment

For consideration for the services to be performed by CIS under this AGREEMENT, the ISD shall pay to CIS \$ 504,000. Payment of \$252,000 shall be due and payable upon the execution of this Agreement. Balance of \$252,000 shall be due and payable on February 1, 2021.

IV. Additional Terms

1. Termination for Cause. Either party may terminate this Agreement if the other party is in breach of this Agreement. If a party ("First Party") believes the other party ("Second Party") is in breach of this Agreement, the First Party shall notify the Second Party in writing of the breach and the Second Party shall have thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) day period, the First Party may terminate this Agreement after providing five (5) days written notice. Provided, however, that nothing herein shall preclude either party from immediately terminating this Agreement to avoid an immediate threat to public health or safety, or for grounds otherwise permitted in this Agreement.

2. Termination for Convenience. ISD may terminate this Agreement without cause by giving thirty (30) days notice of termination to CIS. CIS shall continue to provide services during such thirty day period unless a shorter period is agreed to by both parties. CIS shall be paid for all services performed until the earlier of the date of termination or the date upon which CIS ceases performance of the contract by mutual agreement. Compensation for services shall be at a daily rate of 1/365<sup>th</sup> of the total compensation listed in Article III. In the event CIS has been paid for services not performed, CIS shall return such unearned payments at a daily rate of 1/365<sup>th</sup> of the total compensation listed in Article III within 30 days following the date of termination.

3. ISD Not Liable. ISD shall not be liable to CIS or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of CIS, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by CIS.

4. CIS Not Liable. CIS shall not be liable to ISD or its employees, agents, invitees, licenses or visitors, or to any other person for injury to person or damage to property on or about ISD premises caused by any act or omission of ISD, its agents, servants or employees, or of any other person entering upon ISD premises under express or implied invitation by ISD.

5. Access. CIS may be issued keys to buildings as required for CIS to carry out the terms of this Agreement. If CIS is not issued keys, then ISD personnel must be present to open and close buildings for CIS.

6. CIS's Indemnity. To the extent permitted by law, CIS agrees to indemnify, defend and hold ISD harmless from and against any claims by CIS, its clients, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by CIS's maintenance, use, or operation of ISD premises. Such duty to indemnify shall apply without regard to whether the claim shall arise from the negligence of CIS, ISD, or any combination thereof.

7. Representations and Warranties. CIS represents that is a non-profit corporation organized, validly existing, and in good standing under the laws of the State of Texas, and has the power and authority to enter into this Agreement and to fulfill the duties of this Agreement. CIS has obtained all necessary approvals to execute this Agreement and to fulfill the duties specified. This Agreement, as of the Effective Date, will constitute a valid and binding Agreement of CIS, enforceable against CIS in accordance with the terms of this Agreement.

8. Assignment. Neither party shall assign its rights under this Agreement, without the prior written consent of the other party.

9. Notices. Any payment, notice or document required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, with postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set out below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto:

To: Hays Consolidated Independent School District  
Division of Business & Operations Financial Svcs  
21003 Interstate 35  
Kyle, TX 78640

Attn: Randall Rau, Chief Financial Officer

To: Communities In Schools of Central Texas  
3000 S. IH-35. Ste 200  
Austin, TX 78704

Attn: Suki Steinhauser, Chief Executive Officer

10. Invalid Provisions. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision shall be fully severable, and this Agreement shall be construed as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

11. Entire Agreement. This Agreement, together with any Program and Space Use Plans, embodies the entire agreement and understanding between the parties relating to the After-school Program Services and may not be amended, waived or discharged except by an instrument in writing executed by both ISD and CIS. All prior statements, representations, and negotiations regarding the subject matter of this Agreement are deemed to have been integrated herein.

12. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. This Agreement shall not be construed more or less favorably with respect to either party.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns.

14. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, and only ISD and CIS have the right and standing to bring suit to enforce this Agreement.

15. Waiver. The provisions of this Agreement may be waived only by the written agreement of the parties. Delay or omission by either party to exercise any remedy or right accruing on default or breach of the other party does not alter or impair any remedy or right under this Agreement.

16 Relationship of Parties. ISD and CIS agree that this agreement shall create an independent contractor relationship only, and that nothing herein may be construed as creating any general or limited partnership, corporation, joint venture, or other jointly owned or operated business entity of any description.

17. Employees of Parties. Each party shall be solely responsible for hiring, training, supervising, and compensating their respective employees. No employee of either party shall, by reason on this contract, be considered an employee of the other party, as jointly employed, or otherwise eligible for any benefits of employment by the other party.

.1 The parties recognize that employees of CIS may, from time to time, be required to comply with directives from ISD's campus Principal or other administrative personnel. ISD and CIS expressly agree that neither will assert that an employee of the other was at any time acting as a borrowed servant, except pursuant to a separate, written agreement granting to a party a general right of control over an employee of the other party.

.2 Nothing herein may be construed as an attempt by either party to waive or in any restrict the application of any common law or statutory immunity available to CIS's employees as professional school employees or school district volunteers.

18. Information Regarding Children with Disabilities. CIS agrees that it will, to the maximum extent permitted by law, share information with ISD regarding children who are eligible or potentially eligible for ISD services pursuant to the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400, et seq.) and/or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). Such information will be used by ISD solely for purposes of assessing and providing educational services to the student, and all such information will be maintained in confidence in accordance with ISD policies.

19. Employee Conduct. CIS agrees that it will establish standards of employee and/or volunteer conduct in the workplace addressing conduct towards other CIS employees, volunteers, ISD employees, students and members of the public. Such policies shall be not less stringent than those established by the ISD board of trustees in its published policies. CIS may satisfy its obligations under this paragraph by adopting ISD's policies by reference, but shall not thereby be entitled to confer upon CIS's employees any rights as an employee of ISD.

\_\_\_\_\_  
Dr. Eric Wright, Superintendent of Schools

\_\_\_\_\_  
Suki Steinhauser, Chief Executive Officer

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance

EXHIBIT A: DATA COLLECTION ELEMENTS

Hays Consolidated ISD (ISD) agrees to provide student data access to the authorized staff of Communities In Schools for the purpose of ongoing monitoring of academic progress of the ISD students enrolled in Communities In Schools programs. The terms of this agreement are in effect as long as the contract for services between ISD and Communities In Schools is in effect or until terminated by one or both parties.

Communities In Schools will be able to generate standard reports of participants’ aggregated student information (e.g., average attendance, discipline and academic achievement). ISD will provide Communities In Schools access to the following individual student level data during the term of this agreement at campuses served by Communities In Schools.

- Data Fields - Student First, Middle and Last Name, Student DOB, Student State ID, Guardian Name, Guardian address, Guardian Telephone Number, Campus Name
- Demographics – 11-digit TEA identification number, date of birth, age, gender, ethnicity, grade level, ISD enrollment dates, and types of services received, English Language Learner (ELL) flag, free/reduced lunch status, Special Education Plan, 504 Plan, retained flag, homeless flag, and unaccompanied youth flag.
- Attendance (current and previous school year) – days enrolled, date absent, absence reason and dates tardy.
- At-Risk Status and Identifier
- Grades (current and previous school year) – teacher’s names, courses, grades, teacher comments, personal development scores, missing assignments, HS graduation date, HS endorsement track, credits attempted (HS only), credits earned (HS only), class rank (HS only) and cumulative GPA (HS only).
- Discipline (all the years enrolled in the ISD) – dates, reasons, actions and incident location.
- Standardized Test Scores – District, State and National standardized tests (For example – STAAR, American College Testing (ACT) etc.), Student Benchmark Assessment Scores, ISIP, ACT, SAT, TSI, PSAT, and AP Scores and Participation
- Interventions and Services.

Communities In Schools assures that individual student data made available under this agreement is strictly utilized for student tracking, program delivery and reporting to Texas Education Agency. Communities In Schools assures that in all reports and communications, electronic or otherwise, derived from information made available under this agreement, all data shall be de-identified or aggregated in such a way no individual will be identified directly or by deduction. Communities In Schools assures that individual student data will not be released to a third party without a parental consent

Communities In Schools agrees to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act, (FERPA) (20 USC § 1232g, et seq.) governing the sharing of student information. Any unauthorized disclosure of confidential student information is a violation of FERPA and shall not be permitted to occur.

Communities In Schools shall provide ISD with a sworn affidavit that saved data in any form, whether physically or electronically saved, have been destroyed at the end of the contract term.

Authorized Signatures:

\_\_\_\_\_  
Suki Steinhauser, Chief Executive Officer  
Communities In Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Eric Wright, Superintendent of Schools  
Hays Consolidated Independent School District

\_\_\_\_\_  
Date

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**Date:** June 22, 2020

**Subject:** Consideration and possible approval of Texas State University contract for graduate assistant athletic trainers

**Administrator Responsible/Position:** Sandra Dowdy, Chief Academic Officer

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action**

Local Policy                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

This contract provides Hays CISD with 6 graduate assistant athletic trainers, at a rate of \$16,514.72 each, for the 2020 - 2021 school year.

**D. Summary:**

**Previous board action relating to this item** – The district entered into a similar agreement with Texas state for the 2019-2020 school year and many previous years.

**Future action anticipated -**

**Background information -** In order to provide medical services to our athletes in middle schools, Hays CISD hires graduate assistant athletic trainers through Texas State University. This contract allows for one graduate assistant per middle school. Each graduate assistant is allowed to work 20 hours per week. These athletic trainers will also assist with their respective high schools when needed for medical coverage in the athletic department.

**E. Comments Received:**

Cabinet                       DLT                       FBOC                       Teacher Org. Reps.                       Other \_\_\_\_\_  
 From public -

All agenda items are reviewed by the Superintendent's Cabinet.

**F. Administrative Recommendation:**

The administration recommends the board approve the Texas State University contract for graduate assistant athletic trainers as presented.

**G. Fiscal Impact and Cost:                      Amount \$99,088.32**

Budget – General Operating Fund                       Bond                       Grant/Special Funds                       Other \_\_\_\_\_

Prior Year Spending: \$96,202.26

Future/Ongoing: \$ \_\_\_\_\_

**H. Monitoring and Reporting Time Line:**

**Person responsible for evaluating this decision or action** – Sandra Dowdy / High School Athletic Trainers

**Evaluation method and time line -**

**Next report to the board -**

**I. Suggested Motion**

I move that the Board approve the Texas State University contract for graduate assistant athletic trainers as presented.

Texas State University  
Department of Health and Human Performance  
Graduate Assistant Athletic Trainer Agreement

Agreement Date: _____	April 21, 2020
Contractor: _____	Hays CISD
Contractor's Address: _____	21003 Interstate 35 Frontage Rd Kyle, TX 78640
Number of Athletic Trainers: _____	Six (6)
Start Date for Services: _____	August 1 2020
End Date for Services: _____	May 31 2021

This is an agreement between Texas State University and the Contractor named above.

1. Background and Qualifications

- 1.01. The Contractor requires the services of athletic trainers as described above. Texas State University is willing to provide Contractor these trainers under the conditions set forth in this agreement.
- 1.02. The parties understand that the athletic trainers Texas State University furnishes under this agreement will be licensed by the Advisory Board of Athletic Trainers under Texas Occupations Code Chapter 451. They will be graduate assistants working toward their master's degree in Texas State University's Department of Health and Human Performance.

2. Athletic Trainers' Services, Compensation, and Insurance

- 2.01. Each athletic trainer Texas State University furnishes under this agreement will provide usual and customary athletic training services for Contractor for a maximum of 20 hours per week. Contractor will not require or permit an athletic trainer to perform services for more than 20 hours in any week without Texas State University's prior written consent. Contractor will keep a record of all hours worked by each athletic trainer and will provide Texas State University a copy of the record at the end of each week. All records prepared or maintained by the athletic trainers will remain Contractor's property. The parties agree this report is a critical provision of this agreement and that failure to comply with this provision constitutes a breach of the contract.
- 2.02. Texas State will compensate and provide benefits to each athletic trainer furnished to Contractor according to Texas State University's policies. The parties understand that this is a special assignment or project for athletic trainers continuing their course of study in Texas State's Department of Health and Human Performance. Texas State University will withhold required taxes from each athletic trainer's compensation. Each athletic trainer will be under Texas State University's workers' compensation benefits program. The Contractor need not provide compensation or benefits to the athletic trainers.

- 2.03. The parties will attach an addendum to this agreement that sets out the athletic trainers' specific duties for the Contractor. That addendum will become a part of this agreement for all purposes.

### 3. Compensation to Texas State University

- 3.01. The Contractor will pay Texas State University a total of \$ 99,088.32 on Aug 1 2020. If either party terminates this agreement before the end date for services Texas State will refund to Contractor a pro-rata portion of the Contractor's payment.

Please make the payment by check to the following address:

Department of Health and Human Performance  
Martin Zavala  
601 University Drive  
San Marcos, Texas 78666

### 4. Term

- 4.01. This agreement will begin on the start date for services and terminate on the end date for services shown above. However, either party may cancel this agreement earlier for any reason by giving the other party 30 days written notice.

### 5. General Provisions

- 5.01. This Agreement and all claims arising from this agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this agreement and all claims arising from this agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.
- 5.02. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under this Agreement.
- 5.03. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Contractor is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
- 5.04. If any of the provisions of this agreement are held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision of this agreement, which will be construed as if it had never included the invalid or unenforceable provision.
- 5.05. This agreement contains the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject.
- 5.06. The parties may not amend this agreement unless they do so in writing, dated subsequent to the date of this agreement, and signed by the parties or their representatives.
- 5.07. This writing contains the entire understanding of the parties. No representatives other than those expressly set forth in this agreement were made or relied on by either party. No agent, employee,

or representative of either party is empowered to alter any of the conditions of this agreement other than in writing signed by executive officers of the respective parties.

- 5.08. The parties are acting as independent contractors in this arrangement. Neither party will be an employee of the other, nor will neither party have any claim or right arising from employee status. This agreement does not create a partnership, joint venture, or other arrangement that would make one party liable for the acts or omissions of the other.
- 5.09 Contractor will be solely responsible for the maintenance of all athletic training facilities and equipment. Contractor will ensure that all equipment is in good, proper, working condition at all times.
- 5.10. CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THEIR REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS CONTRACTOR'S FACILITIES, EQUIPMENT FAILURE, OR THIS AGREEMENT TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF CONTRACTOR, OR IT AGENTS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 5.11 Notwithstanding any provision of this agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.
- 5.12. Nondiscrimination: In their execution of this agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.
- 5.13 In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:
  - (1) Whether the provision appears on the face of the Agreement or Contract; or
  - (2) Whether the Agreement or Contract includes any provision to the contrary.

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Hays CISD Contractor

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Karen Meaney, Texas State University  
Chair, Department of Health and Human  
Performance

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Printed Name of Contractor

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Michael P. O'Malley, Texas State University  
Dean, College of Education

**Addendum to Graduate Assistant Athletic Trainer Agreement  
Duties and Responsibilities**

The graduate assistant athletic trainer’s first responsibility, shared with parents, physician, and coach, is the welfare, safety, and physical condition of all athletes. The graduate assistant athletic trainer will:

**Major Responsibilities and Duties:**

1. Perform duties as assigned by athletic trainers and/or clinical supervisors.
2. Work with the supervisor to schedule medical coverage for athletic events and practices.
3. Coordinate care for all athletes with medical staff.
4. Determine the athlete’s return to practice or playing status following an injury.
5. Refer athletes with injuries that indicate a need to see a physician.
6. Maintain records on injuries, physicals, Rules Acknowledgement Forms, and insurance forms for each athlete.
7. Attend clinics and conventions to keep up to date on training techniques and maintain athletic training license.
8. Maintain a clean and efficient athletic training facility.
9. Be responsible for the use of therapeutic modalities in the treatment and rehabilitation of injuries.
10. Prepare athlete for games and practices through evaluation and using tape, wraps, splints, braces, and other protective devices as needed.
11. Follow professional, ethical and legal parameters regarding use of drugs and therapeutic agents for treatment and rehabilitation of injured athletes.
12. Supervise student interns and assistants.
13. Follow proper budget procedures when requisitioning supplies and equipment.
14. Follow policies of the UIL \_\_\_\_\_ and the Hays CISD \_\_\_\_\_.
15. Serve as a liaison between parents, students, coaches, and physicians.
16. Perform other duties as assigned.

**Supervisory Responsibilities:**

Supervise athletic training student interns and assistants.

\_\_\_\_\_  
Hays CISD Contractor

\_\_\_\_\_  
Karen Meaney, Texas State University  
Chair, Department of Health and Human  
Performance

\_\_\_\_\_  
Printed Name of Contractor

\_\_\_\_\_  
Michael P. O'Malley, Texas State University  
Dean, College of Education

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**Date:** June 22, 2020

**Subject:** Consideration and possible approval of appointments to the Hays CISD SHAC for the 2020-2021 school year

**Administrator Responsible/Position:** Sandra Dowdy, Chief Academic Officer  
Macie Walker, Director of Health Services

**A. Purpose of Agenda Item:**

**Action Needed**                       **Information Only**                       **Receive Input**

**B. Authority for This Action**

**Local Policy**                       **Law or Rule**                       **N/A**

**C. Goal or Need Addressed:**

Approval of appointments to the Hays CISD SHAC for the 2020-2021 school year.

**D. Summary:**

- Previous board action relating to this item -**
- Future action anticipated -**
- Background information -**

Each school district in Texas is required in Chapter 28.004 of the Texas Education Code to establish and maintain a district-level School Health Advisory Council. Policy BDF [LEGAL] and the Hays CISD SHAC Bylaws require that the Board of Trustees appoint at least 5 voting members to the local membership. The Hays SHAC executive committee submits the following parent non-employees for appointment by the board based on consideration of applications received

**E. Comments Received:**

**Cabinet**                       **DLT**                       **FBOC**                       **Teacher Org. Reps.**     **Other SHAC**  
 **From public -**

**All agenda items are reviewed by the Superintendent's Cabinet.**

**F. Administrative Recommendation:**

The administration recommends the board approve the appointments to the Hays CISD SHAC for the 2020-2021 school year as presented.

**G. Fiscal Impact and Cost:**

Amount \$ -0-

**Budget – General Operating Fund**     **Bond**                       **Grant/Special Funds**     **Other** \_\_\_\_\_  
Prior Year Spending: \$ \_\_\_\_\_  
Future/Ongoing: \$ \_\_\_\_\_

**H. Monitoring and Reporting Time Line:**

**Person responsible for evaluating this decision or action – Macie Walker**  
**Evaluation method and time line -**  
**Next report to the board -**

**I. Suggested Motion**

I move that the Board approve the appointments to the Hays CISD SHAC for the 2020-2021 school year as presented.



## SCHOOL HEALTH ADVISORY COUNCIL MEMBERSHIP ROSTER 2019-2020

<b>Name</b>	<b>Term</b>
Bedwell, Jessica – PARENT Co-Chair (Negley, Hays)	2019-2021
Baker, Jen – PARENT (Barton, Hays)	2019-2021
Dean, Kelly – PARENT (Chapa, Wallace)	2020-2022
Gimpel, Libby – PARENT (Johnson)	2020-2022
Hernandez, Bonnie – PARENT (Blanco Vista, Wallace)	2020-2022
Hooton, Stephanie – PARENT (Tobias), CIS Impact	2020-2022
Jamail, Stephanie – PARENT (Hays)	2020-2022
Paryzek, Barbara – PARENT (Tom Green, Hays)	2019-2021
Pizana, Belinda – PARENT (Negley)	2020-2022
Raymond, Vanessa – PARENT (Simon, Tobias)	2019-2021
Stanton, Kathy – PARENT (Blanco Vista)	2020-2022
Taylor, Ashley – PARENT (Dahlstrom)	2019-2021
Townsend, Courtney – PARENT (Science Hall)	2019-2021
Underwood, Robin – PARENT (Tom Green)	2020-2022
Waller, Lacy – PARENT (Pflugler)	2020-2022
Contreras, Renee – HCISD Outreach Counselor Lehman	2020-2022
Kiester, Bret - YMCA	2019-2021
Morgan, Wendy- HCISD – PE Teacher Tobias	2020-2022
Nicholson, Kiara – Hays Caldwell Women’s Center	2019-2021
Self, Whitney - HCISD PE Teacher Camino Real	2019-2021
Curl, Marquel – Community Pastor	2020-2022
Campbell, Katie – HCISD PEP	2019-2021
McCall, Melanie - HCISD Child Nutrition	2020-2022
Barrett, Dabney - HCISD Employee Services	2019-2021
Walker, Macie - HCISD Student Health – CO-CHAIR	2020-2022
Winkelmann, Charlotte - HCISD Guidance and Counseling	2020-2022
Jeri Skrocki - Director of Safety and Security	2019-2021

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**Date:** June 22, 2020

**Subject:** Consideration and possible approval of a one year renewal for a firm to provide legal services to the district

**Administrator Responsible/Position:** Randy Rau, Chief Financial Officer

**A. Purpose of Agenda Item:**

**Action Needed**                       **Information Only**                       **Receive Input**

**B. Authority for This Action**

**Local Policy**                       **Law or Rule**                       **N/A**

**C. Goal or Need Addressed:**

It is necessary for the district to retain a firm to represent its interest in matters requiring legal services. The original contract with Walsh Anderson is attached for your review

**D. Summary:**

**Previous board action relating to this item** – The Board previously approved the renewal of legal services on June 24, 2019

**Future action anticipated -**

**Background information –**

The purchasing requirements of Education Code 44.031 do not apply to a contract for professional services rendered by an attorney; however, the administration issued a request for qualifications (RFQ) for legal services in 2014. The district negotiated an agreement for legal service with Walsh, Anderson, Gallegos, Green and Trevino, P.C., predecessor firm of Walsh Gallegos Trevino Russo & Kyle P.C. (Walsh Gallegos), for a term of one year, with an option to renew for additional terms.

**E. Comments Received:**

**Cabinet**                       **DLT**                       **FBOC**                       **Teacher Org. Reps.**                       **Other** \_\_\_\_\_

**All agenda items are reviewed by the Superintendent's Cabinet.**

**F. Administrative Recommendation:**

The administration recommends the board approve Walsh Gallegos as a firm to provide legal services to the district for an additional one year term, as presented.

**G. Fiscal Impact and Cost:                      Amount \$** TBD

**Budget – General Operating Fund**                       **Bond**                       **Grant/Special Funds**                       **Other** \_\_\_\_\_

**Prior Year Spending: \$** \_\_\_\_\_

**Future/Ongoing: \$** \_\_\_\_\_

**H. Monitoring and Reporting Time Line:**

**Person responsible for evaluating this decision or action – Randy Rau**

**Evaluation method and time line -**

**Next report to the board -**

**I. Suggested Motion**

I move that the Board approve Walsh Gallegos as a firm to provide legal services to the district for an additional one year term, as presented.



**LEGAL SERVICES RETAINER AGREEMENT  
FOR HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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The Hays Consolidated Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Treviño Russo & Kyle P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with HB 89: The Law Firm does not boycott Israel and will not boycott Israel during the term of this contract.

7. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

WALSH GALLEGOS TREVIÑO RUSSO & KYLE P.C.



By: \_\_\_\_\_

Joe A. De Los Santos  
Managing Shareholder

6/1/2020

(Date)

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

**Date:** June 22, 2020

**Subject:** Consideration and possible adoption of the 2020-2021 Compensation Plan

**Administrator Responsible/Position:** Marivel Sedillo, CHRO

**A. Purpose of Agenda Item:**

Action needed                       Information only                       Receive input

**B. Authority for This Action:**

Legal and Local Policy                       Law or Rule                       N/A  
DEA/DEAA/DEAB

**C. Goal or Need Addressed:** Consideration and possible approval of Hays CISD Employee Compensation Plan for 2020-2021. *If we meet or exceed our student enrollment projections in August, the administration would like to recommend for the Board to consider approving an additional 1% in August totaling a 3% midpoint increase for all employees.*

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information – The administration recommends the following increases for 2020-2021:

- Teacher/Nurse/Librarian/Counselor Step Scales as presented = **2%** increase
- Professionals/Auxiliary/Paraprofessionals = **2%** of midpoint increase
- Additional District Health Insurance Contribution = Increase district contribution by \$8/month to maintain a no-cost, employee-only coverage option (New TRS Active Primary Plan)

Increase recommendations apply to all full-time or part-time employees who occupy a permanent position, including all enterprise positions. Increase recommendation to not apply to nonstandard hourly employees (NSHE).

**E. Scope of Options Reviewed:**

**Reasons for rejecting alternatives:**

**F. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other

From public -

**G. Administrative Recommendation:**

Administration recommends the Board adopt the 2020-2021 Compensation Plan, as presented

- Advantages/benefits of this proposal - Adoption of compensation increases in June will assist the District with recruitment and retention efforts throughout the hiring season and facilitate salary calculations at the time of hire.
- Expected results in terms of student benefit/achievement -
- Possible problems or disadvantages of this proposal -
- Affect of this action on other parts of the system - 34
- Consequences of not approving recommendation -

**H. Fiscal Impact and Cost:** Amount: See 20-21 proposed budget (based on approved percentage increase)  
 Budget       Bond       Grant/Special Funds       Other \_\_\_\_\_

Prior Year Spending - \$ \_\_\_\_\_

Future/Ongoing -

**I. Monitoring and Reporting Time Line:**

Person responsible for evaluating this decision or action— Marivel Sedillo, CHRO

Evaluation method and time line –

Next report to the board -

**J. Suggested Motion:**

I move that the Board adopt the 2020-2021 Compensation Plan, as presented.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**Date:** June 22, 2020

**Subject:** Consideration and possible approval 2020-2021 Hays CISD Board Meeting Calendar

**Administrator Responsible/Position:** Dr. Eric Wright, Superintendent of Schools

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action**

Local Policy                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

Adoption of 2020-2021 Hays CISD Board Meeting Calendar

**D. Summary:**

- Previous board action relating to this item -
- Future action anticipated -
- Background information -

**E. Comments Received:**

Cabinet                       DLT                       FBOC                       Teacher Org. Reps.                       Other \_\_\_\_\_  
 From public -

All agenda items are reviewed by the Superintendent's Cabinet.

**G. Administrative Recommendation:**

The administration recommends the board approve the 2020-2021 Hays CISD Board Meeting Calendar, as presented.

**H. Fiscal Impact and Cost:                      Amount \$   0**

Budget – General Operating Fund                       Bond                       Grant/Special Funds                       Other \_\_\_\_\_

Prior Year Spending: \$ \_\_\_\_\_

Future/Ongoing: \$ \_\_\_\_\_

**I. Monitoring and Reporting Time Line:**

- Person responsible for evaluating this decision or action -
- Evaluation method and time line -
- Next report to the board -

**J. Suggested Motion**

I move that the Board approve the 2020-2021 Hays CISD Board Meeting Calendar, as presented.

## 2020-2021 Board Meeting Calendar Proposals

### Option A\*\*

August 24, 2020 @ JHS 5:30 pm

September 28, 2020 @ JHS 5:30 pm

October 26, 2020 @JHS 5:30 pm

November 30, 2020 @JHS 5:30 pm

December 14, 2020 @ LHS 5:30 pm

January 25, 2021 @ LHS 5:30 pm

February 22, 2021 @ LHS 5:30 pm

March 29, 2021 @ LHS 5:30 pm

April 26, 2021 @ HHS 5:30 pm

May 24, 2021 @ HHS 5:30 pm

June 21, 2021 @ HHS 5:30 pm

June 28, 2021 @ HHS 5:30 pm

### Option B\*\*

August 17, 2020 @ JHS 5:30 pm

August 24, 2020 @ JHS 5:30 pm

September 21, 2020 @ JHS 5:30 pm

September 28, 2020 @ JHS 5:30 pm

October 19, 2020 @ JHS 5:30 pm

October 26, 2020 @ JHS 5:30 pm

November 16, 2020 @ JHS 5:30 pm

November 30, 2020 @ LHS 5:30 pm

December 14, 2020 @ LHS 5:30 pm

January 19, 2021 @ LHS 5:30 pm

January 25, 2021 @ LHS 5:30 pm

February 15, 2021 @ LHS 5:30 pm

February 22, 2021 @ LHS 5:30 pm

March 22, 2021 @ LHS 5:30 pm

March 29, 2021 @ HHS 5:30 pm

April 19, 2021 @ HHS 5:30 pm

April 26, 2021 @ HHS 5:30 pm

May 17, 2021 @ HHS 5:30 pm

May 24, 2021 @ HHS 5:30 pm

June 21, 2021 @ HHS 5:30 pm

June 28, 2021 @ HHS 5:30 pm

**\*\* Meetings will begin at 6:00 PM if there is no closed session**

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**Date:** June 15, 2020

**Subject:** COVID-19 Update

**Administrator Responsible/Position:** Dr. Eric Wright, Superintendent of Schools

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action**

Local Policy                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

The Superintendent of Schools will give the Board and community an update on the district during the COVID-19 pandemic.

**D. Summary:**

- Previous board action relating to this item -
- Future action anticipated -
- Background information –

On March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19.

The Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization declared COVID- 19 a pandemic, and that there were additional emergency declarations in the days and weeks following.

The Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;