

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 21, 2021 beginning at 5:30 PM at the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

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.

If you would like to leave comments with the Board but do not wish to attend the meeting, you can submit such comments at <https://www.hayscisid.net/boardcomment>. Those comments must be submitted between the hours of 8:00 and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

- 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 28, 2021, Hays CISD Board of Trustees Business Meeting.
- B. **CLOSED SESSION**
  - 1. Review of Superintendent's recommendations regarding employment, resignations, extended leaves, and other personnel matters, including Chief Human Resource Officer, Director of Federal Programs, Director of Counseling, Academic Deans and Assistant Principals - Tx. Gov't Code Sec. 551.074
- C. **RECONVENE IN OPEN SESSION (immediately following closed session)**
- D. **PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS**  
**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**  
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
- G. **CONDUCT PUBLIC HEARING TO DISCUSS BUDGET & PROPOSED TAX RATE FOR 2020-2021 - SCHEDULED FOR JUNE 28, 2021** 6
- H. **PUBLIC FORUM** 7  
It is the policy of the Board that, if members of the public wish to address the Board in Public Forum, they must complete and submit the Request to Address the Board of Trustees form (green

sheet). This form may be obtained and at the entrance to the Board room and must be submitted to Tim Savoy, Chief Information Officer at the entrance prior to reconvening in open session. Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as is provided in Board policy.

If you would like to leave comments with the Board but do not wish to attend the meeting, you can submit such comments at <https://www.hayscisd.net/boardcomment>. Those comments must be submitted between the hours of 8:00 and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

*Please be aware that the audio of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.*

I.	<b><u>REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES</u></b>	
J.	<b><u>REVIEW OF CONSENT AGENDA ITEMS - FOR ACTION ON JUNE 28, 2021</u></b>	<b>8</b>
	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	9
	2. Budget Amendments	22
	3. Procurements	23
	a. Armored Car Services - Brinks Security	24
	b. Audio Visual Equipment & Technical Contracted Services - Pathway	25
	c. Dairy & Other Food Service Purchases - Hill Country Dairies & Labatt	27
	d. Hardwood Flooring - Districtwide - Quality Hardwood Floors	29
	e. HR Software - Talent Ed & Smartfind - Severin International (PowerSchool)	30
	f. Product Food Service - Ferris Joseph	31
	g. Waste Collection & Recycling Services - Texas Disposal Systems (TDS)	32
	4. Consideration and possible approval of appointments to the Hays CISD SHAC for the 2021-2022 school year	44
	5. Consideration and possible approval of a one-year renewal for a firm to provide legal services to the district	47
	6. Memorandum of Understanding	
	a. Communities in Schools	52
	b. Consideration and possible approval of Graduate Assistant Athletic Trainer Agreement with Texas State University	60
K.	<b><u>ACTION ITEM - FOR ACTION ON JUNE 21, 2021</u></b>	
	1. Consideration and action, if any, resulting from closed session	
	a. Consideration and possible approval of Superintendent's recommendations regarding employment, resignations, extended leaves, and other personnel matters, including Chief Human Resource Officer, Director of Federal Programs, Director of Counseling, Academic Deans and Assistant Principals - Tx. Gov't Code Sec. 551.074	66
	2. Consideration and possible approval of a resolution extending the existing depository contract	67
L.	<b><u>ACTION ITEMS FOR ACTION ON JUNE 28, 2021</u></b>	
	1. Approval of the General Fund, Debt Service Fund and Food Service Fund budgets and approval of the budget for additional accelerated instruction pursuant to HB5 requirements	78
	2. Consideration and possible approval of the Compensation Plan	79
	3. Consideration and possible adoption of policy EIC (LOCAL) - Academic Achievement Class Ranking	80
	4. Consideration and possible approval for the 2021 Bond - GMP for Bid Package 2: Barton Middle School, Dahlstrom Middle School, McCormick Middle School and Elm Grove Elementary School	97

5.	Consideration and possible approval of the 2021 Bond - Contract for Bid Package 4: Flooring at seven (7) campuses	107
6.	Consideration and possible approval of 2021 Bond - Contract for Bid Package 5: Playground Shade Structures	110
7.	Rescission of Board Resolution dated March 16, 2020 which delegated authorities to the Superintendent	113
8.	Consideration and possible adoption of the 2022-2022 Hays CISD Board of Trustees Agenda Workshops and Business Meetings calendar	117
9.	Consideration and possible action by the Board to charge the Facilities and Bond Oversight Committee with developing a bond recommendation	120
M.	<b><u>INFORMATION ITEMS</u></b>	
1.	District Survey Results Presentation	122
2.	Finance Report	124
3.	Superintendent Update	139
N.	<b><u>RECAP OF BOARD MEMBERS' REQUESTS FOR INFORMATION</u></b>	
O.	<b><u>BOARD REFERENCE DOCUMENTS</u></b>	<b>140</b>
P.	<b><u>UPCOMING BOARD MEETINGS</u></b>	
Q.	<b><u>ADJOURN</u></b>	

This notice was posted in compliance with the Texas Open Meetings act on: June 17, 2021, at 4:00 PM

EXCEPTIONS FOR CLOSED MEETINGS	The Board may conduct a closed meeting for the purpose described in the following provisions.
ATTORNEY CONSULTATION	1. The 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. <i>Gov't Code 551.071</i> [See BE for permissible methods of communication for attorney consultations.
REAL PROPERTY	2. The 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. <i>Gov't Code 551.072</i>
PROSPECTIVE GIFT	3. The Board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the District if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.073</i>
PERSONNEL MATTERS	4. The 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, the 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. <i>Gov't Code 551.074</i>  The closed meeting exception for personnel matters does not apply when the Board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when the Board discusses a class or group of employees, not a particular employee. <i>Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)</i>
EMPLOYEE- EMPLOYEE COMPLAINTS	The 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, the 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. <i>Gov't Code 551.082</i>
STUDENT DISCIPLINE	5. The Board is not required to conduct an open meeting to deliberate in a case involving discipline of a public school child. However, the Board may not conduct a closed meeting for this purpose if the child's parent or guardian makes a written request for an open hearing. <i>Gov't Code 551.082</i>
PERSONALLY IDENTIFIABLE STUDENT INFORMATION	6. The 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 the 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.  <i>Gov't Code 551.0821</i>
MEDICAL OR PSYCHIATRIC RECORDS	7. A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate: <ul style="list-style-type: none"><li>a. The medical records or psychiatric records of an individual applicant for a benefit from the plan; or</li><li>b. A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan.</li></ul> <i>Gov't Code 551.0785</i>
SECURITY	8. The Board is not required to conduct an open meeting to deliberate: <ul style="list-style-type: none"><li>a. The deployment, or specific occasions for implementation, of security personnel or devices; or</li><li>b. A security audit.</li></ul> <i>Gov't Code 551.076</i>

ASSESSMENT INSTRUMENTS	9. The Board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. <i>Education Code 39.030(a)</i>
EMERGENCY MANAGEMENT	10. The Board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, relating to Homeland Security. However, the Board must make a tape recording of the proceedings of a closed meeting held to deliberate the information. <i>Gov’t Code 418.183(f)</i>
ECONOMIC DEVELOPMENT NEGOTIATIONS	11. The Board is not required to conduct an open meeting: <ul style="list-style-type: none"> <li>a. 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 the District and with which the Board is conducting economic development negotiations; or</li> <li>b. To deliberate the offer of a financial or other incentive to such a business prospect.</li> </ul> <i>Gov’t Code 551.087</i>
PROCEDURES FOR CLOSED MEETINGS	If a closed meeting is allowed, the 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. <i>Gov’t Code 551.101</i>
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. <i>Gov’t Code 551.102</i> [See BE]
CERTIFIED AGENDA OR TAPE RECORDING	The Board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with the 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. <i>Gov’t Code 551.103</i>  “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. <i>Gov’t Code 551.001(7)</i>  Closed meetings may not be recorded by an individual trustee against the wishes of a majority of the Board. <i>Zamora v. Edgewood ISD, 592 S.W.2d 649 (Tex. App.—San Antonio, 1979, writ ref’d n.r.e.)</i>
PRESERVATION	The 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. <i>Gov’t Code 551.104(a)</i>
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. <i>Gov’t Code 551.104(b), (c)</i>
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. <i>Gov’t Code 551.145</i>  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. <i>Gov’t Code 551.146</i>  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. <i>Gov’t Code 551.144(a)</i>
AFFIRMATIVE DEFENSE	It is an affirmative defense to prosecution under Government Code 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. <i>Gov’t Code 551.144(c)</i>

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DATE ISSUED: 10/25/2013  
UPDATE 98  
BEC (LEGAL)-P

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

**Date:** June 28, 2021

**Subject:** A public hearing will be held on the budget for 2021-2022 for the purpose of gathering community input

**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:**

School districts must publish a budget hearing notice and hold a public hearing to provide an opportunity for citizen input concerning these issues

Members of the public who wish to address the Board, may do so by completing a form that will be available at the meeting.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 21, 2021

Subject: Public Forum

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 BED

Law or Rule

N/A

The Board encourages comments from citizens of the District and from District employees.

Policy BED local states that audience participation at a Board Meeting is limited to the public comment portion of the meeting designated for that purpose. At all other times during a Board Meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer. An open forum will be conducted at each meeting. The Board shall allot approximately 30 minutes for comments from members of the public about school district concerns.

Any member of the public who wishes to address the Board in Public Forum must complete and submit the Request to Address the Board of Trustees form (green sheet). This form may be obtained and at the entrance to the Board room and must be submitted to Tim Savoy, Chief Information Officer at the entrance prior to reconvening in open session. Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as is provided in Board policy.

Board Policy DEC (LOCAL) sets the maximum time for any individual presentation as 5 minutes, unless decreased by the Board President prior to the start of public comment. In order to ensure efficiency in all meetings, our standard practice is to afford 3 minutes for speakers covering current agenda items and 2 minutes for speakers covering non-agenda items. Speakers with comments on posted agenda items will be called to speak first. Speakers with comments on items not posted for tonight's agenda will then be called to speak, if time permits.

If you would like to leave comments with the Board but do not wish to attend the meeting, you can submit such comments at <https://www.hayscisid.net/boardcomment>. Those comments must be submitted between the hours of 8:00 and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

*Please be aware that the audio of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.*

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 28, 2021

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. Budget Amendments
3. Procurements
4. Approval of appointments to the Hays CISD SHAC for the 2021-2022 school year
5. One year renewal for a firm to provide legal services to the district
6. Memorandums of Understanding

**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 28, 2021

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 11, 2021 canvassing meeting, the May 17, 2021 swearing in of new board members meeting, the May 17, 2021 Agenda Workshop meeting and the May 24, 2021 Business 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 11, 2021 canvassing meeting, the May 17, 2021 swearing in of new board members meeting, the May 17, 2021 Agenda Workshop meeting and the May 24, 2021 Business Meeting, 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 11, 2021 canvassing meeting, the May 17, 2021 swearing in of new board members meeting, the May 17, 2021 Agenda Workshop meeting and the May 24, 2021 Business Meeting s as presented.

# **Minutes of Special Meeting For Canvassing Results of May 1, 2021 Election May 11, 2021**

## **Hays CISD Board of Trustees**

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A Special Meeting for Canvassing Results of the May 1, 2021 Election of the Board of Trustees of Hays CISD was held on Tuesday, May 11, 2021, beginning at 1:00 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

**CALL TO ORDER:** Establish a quorum for purposes of election certification  
Mrs. Orosco called the meeting to order at 1:00 PM. Three Board Members were present, Esperanza Orosco, Merideth Keller and Vanessa Petrea.

### **PUBLIC FORUM**

No one addressed the Board during the Public Forum portion of the meeting.

### **CANVASS ELECTION RESULTS**

Canvassing and Certification of the May 1, 2021 Trustee Election Results for Hays CISD Single-Member-District 3 and District At-Large

Tim Savoy reviewed the canvassing information with the board members regarding the May 1, 2021 Trustee Election Results for Hays CISD Single-Member-District 3 and District At-Large

Mrs. Orosco moved and Mrs. Petrea seconded the motion that the Board accept the prepared tabulation showing the total number of early voting and election day votes received in each precinct, the sum of the precinct totals, and the total number of voters who cast a ballot for each candidate. And further direct the secretary to note in the minutes of this meeting that the board has completed the canvassing of the May 1, 2021 trustee election results for Hays CISD single-Member District 3 and District At-Large and to enter the tabulation directly into the local election register maintained by the district. The motion passed with a 3-0 vote.

Consideration and possible adoption of the Order Canvassing Returns and Declaring Results of School Building Bond Election

Tim Savoy reviewed the canvassing information with the board members regarding the May 1, 2021 School Building Bond Election. Mrs. Orosco moved and Mrs. Petrea seconded the motion that the Board adopt the Order Canvassing Returns and Declaring Results of School Building Bond Election. The motion passed with a 3-0 vote.

### **ADJOURN**

No further business was conducted and the meeting adjourned at 1:07 PM.

**Minutes of Special Meeting  
For Swearing In of Board Members Elected in the May 1, 2021 Election  
May 17, 2021**

**Hays CISD Board of Trustees**

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A Special Meeting for swearing in of Board Members elected in the May 17, 2021 Election in of Hays CISD was held on Tuesday, May 11, 2021, beginning at 5:00 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

**CALL TO ORDER:** Establish a quorum

Mrs. Orosco called the meeting to order at 5:05 PM. Board Members Esperanza Orosco, Merideth Keller, Will McManus and Willie Tenorio were present.

**WELCOME**

Tim Savoy opened the meeting and welcomed everyone.

**OATHS OF OFFICE FOR TRUSTEES ELECTED ON MAY 1, 2021**

Mark Jones, Hays County Commissioner, Precinct 2, administered the oath of office to Courtney Runkle, Single Member District 3 and also to Will McManus, At Large District.

**ADJOURN**

No further business was conducted and the meeting adjourned at 5:13 PM.

# Minutes of Regular Meeting May 17, 2021

## 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 video 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 of the Board of Trustees of Hays CISD was held Monday, May 17, 2021, beginning at 5:30 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

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

Board President, Esperanza Orosco, called the meeting to order at 5:30 PM. Board Members, Raul Vela, Merideth Keller, Will McManus, Esperanza Orosco, Vanessa Petrea, Courtney Runkle and Willie Tenorio, were present.

### **CLOSED SESSION**

The Board adjourned to closed session at 5:30 PM to deliberate regarding Board reorganization, and matters related to the duties and responsibilities of Board officers and Trustees under Tx. Gov't Code 551.074; to review of Superintendent's recommendations regarding employment, resignations, extended leaves, and other personnel matters, including administrative recommendations under Tx. Gov't Code Sec. 551.074 and Superintendent's Formative Evaluation - Quarterly Progress Report on the Board and Superintendent Goals under Tx. Gov't Code Sec. 551.074

### **RECONVENE IN OPEN SESSION**

The Board reconvened in open session at 6:10 PM.

### **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. Esperanza Orosco presided over the reorganization process

Esperanza Orosco nominated Vanessa Petrea for the position of Board President. Mrs. Petrea accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mrs. Keller, Mrs. Runkle, Mr. Vela, Mr. Tenorio and Mrs. Petrea voted yes for Vanessa Petrea. The vote for Vanessa Petrea for board president was 7-0. Mrs. Petrea was elected Board President.

Vanessa Petrea nominated Raul Vela for the position of Board Vice President. Mr. Vela accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mrs. Keller, Mrs. Runkle, Mr. Vela, Mr. Tenorio and Mrs. Petrea voted yes for Raul Vela. The vote for Raul Vela for board vice president was 7-0. Mr. Vela was elected Board Vice President.

Mrs. Orosco nominated Merideth Keller for the position of Board Secretary. Mrs. Keller accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mrs. Keller, Mrs. Runkle, Mr. Vela, Mr. Tenorio and Mrs. Petrea voted yes for Merideth Keller. The vote for Merideth Keller for board secretary was 7-0. Mrs. Keller was elected Board Secretary.

### **PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAG**

## **MISSION STATEMENT**

## **SOCIAL CONTRACT**

## **PUBLIC FORUM**

Two members of the public addressed the board regarding COVID vaccines for students in the District. The board directed Dr. Wright to get in touch with the individuals following the meeting.

## **REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES** **REVIEW OF CONSENT AGENDA ITEMS - FOR ACTION ON MAY 24, 2021**

Minutes of Board of Trustees Meetings

Budget Amendments

Procurements

- a. Building Automation System parts and service - Automated Logic Controls
- b. Clothing Apparel & Promotional Items - Central Texas Recognition
- c. Go Math and Science Fusion Student Workbooks/Worktext - Textbook Warehouse
- d. Online Intervention Program Reading Plus - Southwest Education
- e. Radio Service - District Wide - LCRA
- f. Security Cameras for Bus Fleet - Radio Engineering Industries (REI) & Safety Vision
- g. Technology Equipment - CDW Government

Waivers

- a. CPR
- b. Foreign Exchange Waiver
- c. Compensatory Education Home Instruction (CEHI) On Campus Waiver

Consideration and possible approval of a resolution extending the existing depository contract

Administration answered questions from the Board Members.

## **ACTION ITEMS FOR ACTION ON MAY 17, 2021**

Consideration and action, if any, resulting from closed session

Consideration and possible action on Superintendent's recommendations regarding employment, resignations, extended leaves and other personnel matters, including administrative recommendations - Tx. Gov't Code Sec. 551.074

Mrs. Petrea moved and Mr. Tenorio seconded the motion that Mrs. Marivel Sedillo be named the new Chief Academic Officer upon the retirement of Mrs. Sandra Dowdy. The motion passed with a 7-0 vote.

The following information items were moved up on the agenda

Pay Maintenance Study

TASB representative, Jennifer Barton, presented the Board with the TASB Pay Systems Maintenance Study. Rigorous discussion ensued.

FIRST READING -Revision of policy EIC (LOCAL) Academic Achievement Class Ranking

Joy Philpott and Sami Kinsey presented information to the Board regarding policy EIC Local. This policy addresses the calculation of GPA for class rank. Administration is seeking to adjust the current policy to reduce disparities in calculation of weighted GPA for Class Rank and in the reporting of unweighted GPA. Administration answered questions from the Board. Discussion ensued.

The Board took a short break from 7:48 until 7:53

### **ACTION ITEMS FOR ACTION ON MAY 24, 2021**

Consideration and possible 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 informed the Board that the estimated total remaining debt service on the bonds being defeased is \$16,084,337.50. The escrow deposit will be approximately \$9,996,403.00. That is a savings of \$6,084,934.50 over the remaining life of the bonds. Defeased debt service: \$16,084,337.50; Less: Estimated Escrow Cost 9,996,403.00; Estimated Savings: \$ 6,084,934.50. The bonds being defeased are the Variable Rate Unlimited Tax Bonds, Series 2018B. Those bonds have a current rate of 2.7%. That rate would be subject to change in August 2023. For purposes of calculating the savings, we have assumed that the bonds would carry a rate of 3.5% after the 2023 reset date. That is the same rate that the fixed rate Series 2018 bonds were sold at. Mr. Rau answered questions from the board members.

Consideration and possible approval of the Guaranteed Maximum Price (GMP) for an elementary school in the Sunfield Development

Max Cleaver lead the Board through the process of the construction of the elementary school in the Sunfield Development. On December 18, 2019, the Board selected Huckabee Architects to provide architectural services for the design of a new elementary school in the Sunfield Development. On February 24, 2020 the Project Team presented a Sunfield ES schematic design (SD) update to the Board. At the same meeting, the Board approved a reimbursement resolution to provide funding to complete the design of the school in time for a potential May 2020 Bond election. In April 2020 Huckabee provided the Board with an informational communication entitled Enhanced SD + DD. On March 10, 2020 Huckabee presented the design to the FBOC. On March 13, 2020, the District went on Spring Break and did not resume normal operations until the summer of 2020. On August 17, 2020 the Board declared the May 2020 Bond election moot for the November 2020 election cycle. At that point, the project design continued, but at a slower pace. The work primarily included making application and completing the paperwork for the various permit and development requirements and completing the construction document (CD) phase cost estimate. In March 2021, the Board approved the plans-to-date and authorized the design team to finalize CD's. On May 1, 2021, the voters approved the proposition containing this project. On May 7, 2021, Bartlett-Cocke delivered the GMP to the District. If approved, the school is scheduled to open in August 2022. Discussion ensued

Consideration and possible approval of the GMP for the Beacon Hill Parking Lot

Max Cleaver presented information to the Board regarding the project. The 2017 Bond contains provisions for parking lot improvement and expansion at the Beacon Hill Operations Facility with a budget of approximately \$530,800. In September 2019, the Board Approved Doucet and Associates for Engineering Services required for this project. The scope of work includes the construction of two water quality ponds, repair of existing parking surfaces, and installation of additional parking surfaces. During the design process, it became evident that the estimated budget would not be adequate to construct what is required for water quality in and around the Edward's Aquifer. In February 2021, staff presented the engineer's opinion of probable cost of \$2,922,648 to the FBOC and requested the budget to be increased from savings from other Proposition 2 projects, which gained consensus. On May 5, 2021, Bartlett-Cocke presented the Guaranteed Maximum Price for the project.

Consideration and possible approval of temporary utility easement with the Pedernales Electric Coop (PEC)

The PEC has requested a temporary easement on the west side of the Performing Arts Center (PAC) for the purpose of providing temporary power in the area for development and construction, estimated to last until December 31, 2021.

At the conclusion of the temporary easement, the land will be returned to the original state by the developer, per the requested side agreement.

Because this agreement is temporary, it will not be recorded with Hays County.

Consideration and possible approval of City of Kyle Right-of-Way (ROW) Request at the Hays CISD Performing Arts Center

The City of Kyle is requesting an approximately 1.5808 acre ROW on the east side of the Hays CISD Performing Arts Center for the purpose of completing a portion of Cromwell Drive north of Kohler's Crossing.

The future road will be designed with pedestrian safety in mind. The speed limit in this area is currently planned to be no more than 20 mph. The crosswalks are envisioned be elevated or "table topped", to encourage driver speed compliance in these areas, as shown in the conceptual plans, which have been in the public domain since around 2016.

If the ROW were to be granted to the City of Kyle, the District would no longer be responsible for maintenance of the streets and sidewalks in the subject area.

Consideration and possible acceptance of drainage easement for Plum Creek Uptown District Property Owners' Association Inc., consent to the amended and restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District, and withdrawal from the Plum Creek Uptown District Property Owners' Association Inc.

Hays CISD and several other property owners currently divert storm water to the regional stormwater detention pond located near the intersection of FM 1626 and Kohler's Crossing. Ultimately, the Plum Creek Uptown District Property Owners' Association (POA) will transfer ownership of the regional stormwater detention pond to the City of Kyle which will operate and maintain the future park surrounding the stormwater detention pond. The POA will contribute to the maintenance of the stormwater detention pond.

The purpose of this agenda item is three fold:

- 1) Formalize and memorialize the District's drainage easement in and around the stormwater detention pond.
- 2) Consent to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District ("Amended Declaration") to withdraw the land swap tracts that were exchanged to Hays CISD in June 2019 from the Amended Declaration.
- 3) Formally withdraw from the POA.

Because there are multiple entities involved in this transaction, and it is likely that the final forms of the documentation will change before the deal closes.

Consideration and possible approval of revision of the Joint Use Agreement for Parking Facilities with City of Kyle Reinvestment Zone Number Two

In September 2020, the Board approved a Joint Use Agreement with the City of Kyle Reinvestment Zone Number Two for a shared parking arrangement on approximately 1.546 acres of land west of the Hays CISD Performing Arts Center. The agreement contemplates the Zone will install and maintain the parking facilities and landscaping at no cost to the District.

Subsequently, the City of Kyle has agreed to provide additional professional grounds care services to include the area designated around the Performing Arts Center. Per the revised agreement, the additional lawn maintenance services will be provided at no cost to the District.

Consideration and possible approval of voluntary annexation of property located in the ETJ of Umland into the City of Umland

The District owns approximately 268 acres located in the extraterritorial jurisdiction (ETJ) of the City of Umland, Texas.

The District's voluntary annexation into the City of Umland will enhance the District's ability to access water, waste water and other city services as development continues and provide the District and surrounding property owners with a development framework to follow.

Consideration and possible approval of bus purchase from Longhorn Bus

The 2021 Bond Proposition A (Renovating & Rehabilitating District Assets) contains \$3,386,200 to purchase 28 school buses to replace older buses in our fleet. These new buses will come with safety enhancements such as collision mitigation and three-point lap shoulder belts. Staff proposes to purchase 14 buses at this time.

Consideration and possible approval of purchase of Reading Software Program for reading instruction and intervention from Amplify Education

The district currently doesn't have a reading software program for students in grades 3-5. This program will help provide students with a personalized pathway for reading instruction. Due to the learning loss caused from the pandemic it is vital to provide students with a researched-based online program that will help students who are just learning to read or working on mastering close reading. Amplify Reading, is a supplemental reading curriculum that will help student's progress at their individual level. The program meets all students where they are with powerful individualized instruction and practice, enabling student growth at all reading levels. The mCLASS universal screener works in coordination with this software and places students at the appropriate reading level. The program addresses phonological awareness, phonics and fluency, comprehension skills, and vocabulary. It has a wide array of fiction and non-fiction e-books. The program provides easy to read usage and skill reports. The program also provides individualized reports for parents and caregivers.

TEA provided this software free of charge for students in grade K-2nd this year. Currently K-2nd grade Amplify is provided free of charge by the State. This spring, Amplify was provided free of charge as a pilot for our students in grades 3rd – 5th . Teachers, Instructional Coaches, campus leaders and district personnel were able to pilot this program with their students and provide feedback regarding the software. Feedback was overwhelmingly supportive of the use of this interactive reading software.

Consideration and possible approval of purchase of reading instructional and K-5 math intervention screener from Amplify Education

This screener will assess students in both English and Spanish. The mCLASS Texas Edition has been selected as an approved Texas Education Agency Reading Diagnostic tool that will be aligned to the HB 3 Science of Teaching Reading initiatives. The use of a universal screening is vital in identifying students at risk for academic difficulty in reading and math. Through a partnership with TEA, Amplify Reading mCLASS for K-2 will be free through 2022. This procurement allows us to expand usage to 3-5th grade with the mCLASS Reading and K-3<sup>rd</sup> grade math. Teachers will be able to access all information through one dashboard for both English and Spanish.

Consideration and possible approval of the procurement of various items related to the rebranding of Hays High School

Hays CISD stakeholders decided to rebrand the mascot and logo for Hays High School. The items submitted is an extensive list of uniforms, branding items, signage, and extra-curricular items that will replace the old logo with the new "Hays Hawks" mascot. Due to the magnitude of this project; some items may have been missed and another procurement will be submitted in the fall for any of those missed items.

## **INFORMATION ITEMS**

Pay Maintenance Study

Moved up on the agenda

FIRST READING -Revision of policy EIC (LOCAL) Academic Achievement Class Ranking

Moved up on the agenda

Summary of the application and plan for use of the ESSER III Funds  
This item was postponed until the next meeting.

Finance Report

Investment Report

Invitation to nominate a trustee from Hays CISD for the Region 13, Position C seat on the TASB Board  
No discussion took place regarding this item.

Superintendent Update  
Dr. Eric Wright updated the Board on current events in the district.

**ADJOURN**

No further business was conducted and the meeting was adjourned at 9:30 PM

# Minutes of Regular Meeting May 24, 2021

## 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 video of this meeting is accessible at [www.hayscisid.net](http://www.hayscisid.net) for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held Monday, May 24, 2021, beginning at 5:31 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

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

Board President, Vanessa Petrea, called the meeting to order at 5:30 PM. Board Members, Raul Vela, Merideth Keller, Will McManus, Esperanza Orosco, Vanessa Petrea, Courtney Runkle and Willie Tenorio, were present.

### **CLOSED SESSION**

The Board adjourned to closed session at 5:34 PM to review of Superintendent's recommendations regarding employment, resignations, extended leaves, and other personnel matters, including employment contracts for Assistant Principals and Athletic Director - Tx. Gov't Code Sec. 551.074

### **RECONVENE IN OPEN SESSION**

The Board reconvened in open session at 6:45 PM.

### **PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS**

### **MISSION STATEMENT**

### **SOCIAL CONTRACT**

### **PUBLIC FORUM**

### **REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES**

### **CONSENT AGENDA ITEMS**

Minutes of Board of Trustees Meetings

Budget Amendments

Procurements

Building Automation System parts and service - Automated Logic Controls

Clothing Apparel & Promotional Items - Central Texas Recognition

Go Math and Science Fusion Student Workbooks/Worktext - Textbook Warehouse

Online Intervention Program Reading Plus - Southwest Education

Radio Service - District Wide - LCRA

Security Cameras for Bus Fleet - Radio Engineering Industries (REI) & Safety Vision

Technology Equipment - CDW Government

Waivers

CPR

Foreign Exchange Waiver

Compensatory Education Home Instruction (CEHI) On Campus Waiver  
Mr. Vela moved and Mrs. Runkle seconded the motion that the Board approve the consent agenda as presented. The motion passed with a 7-0 vote.

**Informational Item – FBOC Report moved to this point in the agenda**

At the FBOC meeting on May 20, 2021, the committee discussed and then voted nearly unanimously to revisit an Academic Support Center (formerly Central Administration) on a November 2021 Bond ballot. This group of parents and community members believes there is a sense of urgency around the topic because a November 2021 Bond election would require the Board to call the election in August 2021. FBOC members were present to discuss this with the Board. FBOC members and administrators answered questions from the Board. Rigorous discussion ensued.

**CLOSED SESSION**

The Board adjourned to closed session again at 7:19 PM to continue discussion regarding Superintendent's recommendations regarding employment, resignations, extended leaves, and other personnel matters, including employment contracts for Assistant Principals and Athletic Director - Tx. Gov't Code Sec. 551.074.

**RECONVENE IN OPEN SESSION**

The Board reconvened in open session at 7:33 PM.

**ACTION ITEMS**

Consideration and action, if any, resulting from closed session

Consideration and possible action on Superintendent's recommendations regarding employment, resignations, extended leaves and other personnel matters, including employment contracts for Assistant Principals and Athletic Director

Mrs. Keller moved and Mr. Vela seconded the motion that the Board approve the superintendent's recommendations for assistant principals and athletic director as follows

Nathan Neal as Assistant Principal at Lehman High School; Danielle Sandoval as Assistant Principal at Johnson High School; Amanda Richason as Assistant Principal at McCormick Middle School; Stacie Koehler as Assistant Principal at Dahlstrom Middle School, Ginger Trevino as Assistant Principal at Barton Middle School and Tom Westerberg as the district's first, full-time athletic director.

Consideration and possible 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

Mrs. Orosco moved and Mr. Tenorio seconded the motion that the Board of Trustees adopt the order authorizing and providing for the defeasance and redemption of certain outstanding obligations; and containing other matters related thereto, which was before the Board. The motion passed with a 7-0 vote. .

Consideration and possible approval of the Guaranteed Maximum Price (GMP) for an elementary school in the Sunfield Development

Mrs. Keller moved and Mrs. Runkle seconded the motion that the Board approve the Guaranteed Maximum Price (GMP) of \$32,913,556 from Bartlett-Cocke for the Elementary School in the Sunfield Development and authorize the Superintendent to execute all documents necessary or convenient, as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of the GMP for the Beacon Hill Parking Lot

Mr. Vela moved and Mr. McManus seconded the motion that the Board approve the Guaranteed Maximum Price from Bartlett-Cocke General Contractors for the 2017 Bond Beacon Hill Operations Facility Parking Lot Improvements in the amount of \$2,095,672, as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of temporary utility easement with the Pedernales Electric Coop (PEC)

Mr. Vela moved and Mrs. Keller seconded the motion that the Board approve a temporary utility easement for Pedernales Electric Coop near the Hays Performing Arts Center, as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of City of Kyle Right-of-Way (ROW) Request at the Hays CISD Performing Arts Center

Mrs. Orosco moved and Mr. Vela seconded the motion that the Board grant the City of Kyle a Right-of-Way on the east side of the Hays CISD Performing Arts Center for the purpose of extending a portion of Cromwell Avenue, as presented. The motion passed with a 7-0 vote.

Consideration and possible acceptance of drainage easement for Plum Creek Uptown District Property Owners' Association Inc., consent to the amended and restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District, and withdrawal from the Plum Creek Uptown District Property Owners' Association Inc.

Mrs. Keller moved and Mrs. Orosco seconded the motion that the Board accept the Drainage Easement from Plum Creek Uptown District Property Owners' Association Inc., Consent to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District, Withdrawal from the Plum Creek Uptown District Property Owners' Association Inc., and authorize the Superintendent, or his designee, and Board President to negotiate and execute additional documents to effect this transaction, as presented. The motion passed with a 7-0 vote

Consideration and possible approval of revision of the Joint Use Agreement for Parking Facilities with City of Kyle Reinvestment Zone Number Two

Mr. McManus moved and Mr. Tenorio seconded the motion that the Board approve the revisions to the Joint Use Agreement with the City of Kyle Reinvestment Zone Number Two, including additional lawn maintenance services around the Hays CISD Performing Arts Center, as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of voluntary annexation of property located in the ETJ of Uhland into the City of Uhland

Mr. Vela moved and Mrs. Orosco seconded the motion that the Board consent to the voluntary annexation of District-owned land into the City of Uhland, and authorize the Superintendent or designee to execute any additional documents as necessary to further memorialize such consent, as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of bus purchase from Longhorn Bus

Mrs. Keller moved and Mrs. Orosco seconded the motion that the Board approve the procurement of 14 school busses from Longhorn Bus Sales from the 2021 Bond in the amount of \$1,614,152 as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of purchase of Reading Software Program for reading instruction and intervention from Amplify Education

Mrs. Orosco moved and Mr. Vela seconded the motion that the Board approve Amplify for the purchase of the Reading software as justified by TEC §28.006 (b-1) for \$92,945.50 as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of purchase of reading instructional and K-3 math intervention screener from

Amplify Education

Mrs. Orosco moved and Mr. Vela seconded the motion that the Board approve Amplify for the purchase of mCLASS Reading & Math universal screener as justified by TEC §28.006 (b-1) for \$78,221.70 as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of the procurement of various items related to the rebranding of Hays High School

Mr. Vela moved and Mrs. Orosco seconded the motion that the Board approve the procurement of various items related to the rebranding of HHS for \$691,079.78 as presented. The motion passed with a 7-0 vote.

**INFORMATION ITEMS**

Pay Maintenance Study

Information presented at the previous meeting

FIRST READING -Revision of policy EIC (LOCAL) Academic Achievement Class Ranking

Information presented at the previous meeting

Summary of the application and plan for use of the ESSER III Funds

Mary Noble presented information to the board regarding the application and plan for use of the ESSER III Funds. She answered questions from the Board. Rigorous discussion ensued.

Finance Report

Investment Report

Invitation to nominate a trustee from Hays CISD for the Region 13, Position C seat on the TASB Board

Facilities and Bond Oversight Committee (FBOC) Report

This item was moved up on the agenda.

Superintendent Update

Dr. Eric Wright provided information regarding current happenings in the district.

**RECAP OF BOARD MEMBERS' REQUESTS FOR INFORMATION**

**ADJOURN**

No further business was conducted and the meeting adjourned at 8:56 PM.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 28, 2021

Subject: Budget Amendments

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:**

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information – The 2020-2021 budget has been approved by the Board of Trustees. Amendments to the budget must also be approved by the Board.

**E. Scope of Options Reviewed:**

Reasons for rejecting alternatives:

**F. Comments Received:**

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

From public -

**G. Administrative Recommendation:**

The administration recommends approval of the budget amendment as presented.

**Fiscal Impact and Cost:    Amount:**

Budget     Bond     Grant/Special Funds

Other: Debt Service Fund

(See attached detail to be provided at the June 28<sup>th</sup> meeting)

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

Person responsible for evaluating this decision or action—

Randy Rau

**I. Suggested Motion:**

I move that the Board approve the budget amendment as presented.

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

**Date:** June 28, 2021

**Subject:** Consideration and possible approval of Procurements

**Administrator Responsible/Position:** Cabinet Members

**Purpose of Agenda Item:**

Action needed                       Information only                       Receive input

**Authority for This Action:**

Local Policy - BE                       Law or Rule                       N/A

**Goal or Need Addressed:**

Procurement of necessary items for the district.

**Summary:**

- Previous board action relating to this item - Ongoing
- Future action anticipated - Monthly
- Background information – The following procurements will be presented for approval
  - a. Armored Car Services – Brinks Security
  - b. Audio Visual Equipment & Technical Contracted Services – Pathway
  - c. Dairy & Other Food Service Purchases – Hill Country Dairies & Labatt
  - d. Hardwood Flooring – Districtwide – Quality Hardwood Floors
  - e. HR Software – TalentEd & Smartfind – Severin International (PowerSchool)
  - f. Produce Food Service – Ferris Joseph
  - g. Waste Collection & Recycling Services – TX Disposal Systems (TDS)

**Comments Received:**

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

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

**Administrative Recommendation:**

The Administration recommends approval of the listed procurement items.

**Fiscal Impact and Cost:** Amount: as set forth in the procurement item.

**Suggested Motion:**

I move that the Board approve the procurement item as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: Procurement: Armored Car Services – Districtwide – Brinks Security

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: The purpose of this agenda is to procure armored car services districtwide from Brinks Security.
- D. Summary:  
 Previous board action relating to this item – Board approved Brinks Security 04/2020  
 Future action anticipated –  
 Background information – Armored car services are utilized to ensure the safety and security of daily operations.
- E. Scope of Options Reviewed:  
RFP #25-032103JO – Armored Car Services  
This is a one-year contract with four (4) options to renew through 07/01/2026  
Reasons for rejecting alternatives:
- F. Comments Received:  
 Cabinet     DLT     FBOC     Teacher Org. Reps.     Other: Finance  
 From public -
- G. Administrative Recommendation:  
The administration recommends approval of the procurement of armored car services from Brinks Security.
- H. Fiscal Impact and Cost:    Total Amount: \$65,000  
 Budget – General Operating Fund     Bond     Grant/Special Funds     Other \_\_\_\_\_  
Prior Year Spending – \$55,834.45  
Future/Ongoing – This procurement will be a recurring cost (annually)
- I. Monitoring and Reporting Time Line:  
Person responsible for evaluating this decision or action — Randy Rau – Chief Financial Officer  
Evaluation method and time line -  
Next report to the board -
- J. Suggested Motion:  
I move that the Board approve the procurement of armored car services districtwide from Brinks Security for \$65,000 as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: Procurement: Orientation – Audio Visual Equipment & Technical Contracted Services – Pathway Communications

Administrator Responsible/Position: Dianne Borreson – Chief Technology 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:** The purpose of this agenda is to authorize the purchase of audio/visual equipment and technical contracted services districtwide.

**D. Summary:**

Previous board action relating to this item – Board approved Pathway Communication 06/2020

Future action anticipated -

Background information – Pathway provides contracted services for maintenance/repair of the district audio visual systems and basic cabling for adds, moves and changes. They also provide surveillance cameras, projectors, TV displays and external sound systems for the district.

**E. Scope of Options Reviewed:**

TIPS/TAPS Cooperative Contract #210101 – Technology Solutions, Products & Services  
This is a one-year contract with one (1) one-year renewal remaining through 05/31/2026

TIPS/TAPS Cooperative Contract #200904 Audio Visual Equipment, Supplies & Services  
This is a one-year contract with one (1) one-year renewal remaining through 11/30/2023

TIPS/TAPS Cooperative Contract #200101 – Assistive Technology Goods & Services  
This is a one-year contract with one (1) one-year renewal remaining through 03/31/2023

TIPS/TAPS Cooperative Contract #18050101 – Networking Equipment, Software & Services  
This is a one-year contract with one (1) one-year renewal remaining through 07/31/2021

**Reasons for rejecting alternatives:**

**F. Comments Received:**

Cabinet  DLT  FBOC  Teacher Org. Reps.  Other: Technology

**G. Administrative Recommendation:**

The administration recommends approval of the procurement of audio/visual equipment & technical contracted services districtwide from Pathway Communications

**H. Fiscal Impact and Cost: Amount: \$300,000**

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

Prior Year Spending - \$284,877.98

Future/Ongoing – This procurement will be a recurring cost (annually)

**I. Monitoring and Reporting Time Line:**  
**Person responsible for evaluating this decision or action** — Dianne Borreson – Chief Technology Officer

**Evaluation method and time line -**

**Next report to the board -**

**J. Suggested Motion:**

I move that the Board approve the procurement of audio/visual equipment & technical contracted services districtwide from Pathway Communications for \$300,000 as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: Procurement: Orientation – Dairy & Other Food Service Purchases – Hill Country Dairies & Labatt Food Service LP.

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:** The purpose of this agenda is to procure dairy and food products from both Hill Country Dairies and Labatt Food Service LP.

**D. Summary:**

Previous board action relating to this item – Board approved Hill Country Dairies & Labatt Food Service LP 06/2020.

Future action anticipated -

Background information – Dairy products consist of, but are not limited to, the following: milk, ice cream, yogurt and other food products for the Food Service Department Districtwide from both Hill Country Dairies & Labatt Food Service LP.

**E. Scope of Options Reviewed:**

Hill Country Dairies: Choice Partners Cooperative Contract #17/023TJ-01 – Dairy & Other Related Products  
This is a one-year contract through 07/31/2021.

Labatt Food Service LP: Choice Partners Cooperative Contract #20/036TP-02 – Commercial Food Distributor  
This is a one-year contract with two (2) remaining one-year option to renew through 07/31/2024.

**F. Comments Received:**

Cabinet       DLT                       FBOC                       Teacher Org. Reps.       Other: Child Nutrition

**G. Administrative Recommendation:**

The administration recommends approval of the procurement of dairy and food products from both Hill Country Dairies & Labatt Food Service LP.

**H. Fiscal Impact and Cost: Hill Country Dairies Amount: \$600,000**

**Labatt Food Service LP Amount: \$3,750,000**

**TOTAL AMOUNT: \$4,350,000**

Budget – General Operating Fund       Bond                       Grant/Special Funds       Other: Food Service Fund

**Prior Year Spending – Hill Country Dairies: \$583,000**

**Labatt Food Service LP: \$3,598,185.38**

**Future/Ongoing – This procurement will be a recurring cost (annually)**

**I. Monitoring and Reporting Time Line:**  
**Person responsible for evaluating this decision or action** — Michael Thibodeaux – General Manager of Child Nutrition

**Evaluation method and time line -**

**Next report to the board -**

**J. Suggested Motion:**  
I move that the Board approve the procurement of dairy and food products from both Hill Country Dairies & Labatt Food Service LP for \$4,350,000 (Combined) as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: Procurement: Orientation – Hardwood Flooring – Districtwide – Quality Hardwood Floors

Administrator Responsible/Position: Max Cleaver – Chief Operations 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:**

The purpose of this agenda item is to procure hardwood floor replacement & repair districtwide from Quality Hardwood Floors.

**D. Summary:**

Previous board action relating to this item – Board approved Quality Hardwood Floors 02/2020

Future action anticipated -

Background information – District athletic hardwood floors are maintained on a schedule established and administered by the athletic department. Other hardwood flooring is maintained by the contractor as needed. This procurement request is for both lines of service.

**E. Scope of Options Reviewed:**

Buyboard Cooperative Contract #560-18

This is a one-year contract with three (3) one-year options to renew through 05/31/2024.

**F. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Maintenance & Operations

**G. Administrative Recommendation:**

The administration recommends approval of the procurement of hardwood flooring maintenance, repair and replacement from Quality Hardwood Floors.

**H. Fiscal Impact and Cost: Amount: \$125,000 – Quality Hardwood Floors**

**(Estimated at \$90,000 for athletic flooring and \$35,000 for other flooring)**

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

Prior Year Spending – \$95,695

Future/Ongoing - This procurement will be a recurring cost (annually), through the contract period.

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

**Person responsible for evaluating this decision or action** — Jesus Gomez, Interim Athletic Director; Michael Baker, Maintenance Director

**Evaluation method and time line -**

**Next report to the board -**

**J. Suggested Motion:**

I move that the board approve the procurement of hardwood flooring maintenance, repair, and replacement from Quality Hardwood Floors, in the amount of \$125,000 as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: Procurement: Orientation – HR Software TalentEd & SmartFind – Severin International (PowerSchool Group LLC)

Administrator Responsible/Position: Marivel Sedillo – Chief Human Resources 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:** The purpose of this agenda is to procure the renewal of PowerSchool Group LLC for HR Software TalentEd Recruit & Hire, TalentEd Records Perform, SmartFind Express & UT Candidate Assessment Teacher.

**D. Summary:**

**Previous board action relating to this item** – The board approved Severin International (PowerSchool Group LLC) 08/2020.

**Future action anticipated** –

**Background information** – PowerSchool Group LLC is utilized by the Human Resources department to assist with the recruit, hire, maintenance of an employee's history and manage guest teacher system. (Renewal 9/01/2021-08/31/2022)

**E. Scope of Options Reviewed:**

TIPS/TAPS Cooperative Contract #200702

This is a one-year contract with two (2) options to renew through 09/30/2023

**Comments Received:**

Cabinet       DLT                       FBOC                       Teacher Org. Reps.       **Other:** Human Resources

**F. Administrative Recommendation:** The administration recommends approval of the procurement of the renewal for PowerSchool Group LLC for HR Software TalentEd Recruit & Hire, TalentEd Records Perform & SmartFind Express & UT Candidate Assessment Teacher from Severin International (PowerSchool Group LLC).

**Advantages/benefits of this proposal** – The advantage of this procurement will continue to assist HR with recruit, hire and maintain employee history, as well as managing our substitute (guest teacher) system.

**G. Fiscal Impact and Cost: Total Amount: \$67,015.42**

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

**Prior Year Spending** - \$85,859.52 TalentEd & SmartFind Software

**Future/Ongoing** – This procurement will be a recurring cost (annually)

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

**Person responsible for evaluating this decision or action**— Marivel Sedillo – Chief Human Resources Officer

**Evaluation method and time line** –

**Next report to the board** –

**I. Suggested Motion:**

I move that the Board approve the procurement for the renewal for PowerSchool Group LLC for HR Software TalentEd Recruit & Hire, TalentEd Records Perform & SmartFind Express & UT Candidate Assessment Teacher from Severin International (PowerSchool Group LLC) for \$67,015.42 as presented.

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

Date: 06/28/2021

Subject: Procurement: Orientation – Produce Food Service Purchases – Ferris Joseph

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:** The purpose of this agenda is to procure produce for the Food Service Department Districtwide from Ferris Joseph.
- D. Summary:**  
 Previous board action relating to this item – Board approved Ferris Joseph 06/2020.  
 Future action anticipated -  
 Background information –
- E. Scope of Options Reviewed:**  
The food service department obtains weekly quotes as allowed by Texas Education Code 44.031
- F. Comments Received:**  
 Cabinet       DLT       FBOC       Teacher Org. Reps.       Other: Child Nutrition
- G. Administrative Recommendation:**  
The administration recommends approval of the procurement of produce from Ferris Joseph.
- H. Fiscal Impact and Cost:    Amount: \$435,000**  
  
 Budget – General Operating Fund       Bond       Grant/Special Funds       Other: Food Service Fund  
Prior Year Spending – \$428,000  
Future/Ongoing – This procurement will be a recurring cost (annually)
- I. Monitoring and Reporting Time Line:**  
**Person responsible for evaluating this decision or action** — Michael Thibodeaux – General Manager of Child Nutrition  
**Evaluation method and time line -**  
**Next report to the board -**
- J. Suggested Motion:**  
I move that the Board approve the procurement of produce from Ferris Joseph for \$435,000 as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: Procurement: Orientation – Waste Collection & Recycling Services – Texas Disposal Systems (TDS)

Administrator Responsible/Position: Max Cleaver – Chief Operations 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:** The purpose of this agenda is to procure waste collection & recycling services from Texas Disposal Systems (TDS).

**D. Summary:**

Previous board action relating to this item – Board approved TDS 08/2015

Future action anticipated –

**Background information** – The district forms three separate waste streams including landfill waste, recyclable materials, and compostable materials. Scheduled waste services accounts for approximately 62% of annual expenditures. This includes the bins and dumpsters that are permanently set at a location and picked up on regular schedule. The balance of the waste expenditures includes non-recurring needs such as maintenance projects, end of year clean-outs, brush hauling, and illegal dumping clean-up.

**E. Scope of Options Reviewed:**

RFP #18-022102JO Waste Collection & Recycling Services

This is a one-year contract with four (4) options for renewal through 08/31/2026

**Reasons for rejecting alternatives:**

**F. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Maintenance & Operations

**G. Administrative Recommendation:**

The administration recommends approval of the procurement of waste collection & recycling services from TDS.

**H. Fiscal Impact and Cost: Total Amount: \$ 350,000**

**\$223,655 (217,140 + 3% contingency for scheduled waste service) and \$126.345 for non-recurring service**

Budget – General Operating Fund

Bond

Grant/Special Funds

Other \_\_\_\_\_

Prior Year Spending – \$294,603.68

Future/Ongoing – This procurement will be a recurring cost (annually), through the contract renewal periods.

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

**Person responsible for evaluating this decision or action** — Brandon Porter – Director of Operations/Custodial Department

**Evaluation method and time line -**

**Next report to the board -**

**J. Suggested Motion:**

I move that the Board approve the procurement of waste collection & recycling services from Texas Disposal Services (TDS), in the amount of \$350,000, as presented.

# RFP #18-022102JO Waste Collection & Recycling Services



## Bid Tabulation

### CENTRAL TEXAS REFUSE

SCHOOL	ADDRESS	STREET	QTY	SIZE	MATERIAL	SERV	DAYS	YEAR1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	TRASH	2	M--Th---	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	TRASH	2	M--Th---	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	RECYCLE	1	----F--	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	8F	TRASH	2	M--Th---	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	8F	RECYCLE	1	----F--	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	8F	RECYCLE	2	-T--F--	\$ 167.31	\$ 172.33	\$ 177.50	\$ 182.83	\$ 188.31
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
BUDA ELEMENTARY (UPPER)	300	SAN MARCOS	1	8F	TRASH	1	-T-----	\$ 103.23	\$ 106.32	\$ 109.51	\$ 112.80	\$ 116.18
BUDA ELEMENTARY (UPPER)	300	SAN MARCOS	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
CARPENTER HILL ELEMENTARY	4410	FM 967	1	8F	TRASH	2	-T--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
CARPENTER HILL ELEMENTARY	4410	FM 967	1	8F	RECYCLE	1	---Th---	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
CARPENTER HILL ELEMENTARY	4410	FM 967	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
CHAPA MIDDLE SCHOOL	3311	DACY	1	8F	TRASH	2	-T--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
CHAPA MIDDLE SCHOOL	3311	DACY	1	8F	RECYCLE	2	-T--F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
CHAPA MIDDLE SCHOOL	3311	DACY	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	8F	TRASH	2	-T--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	8F	RECYCLE	2	M--Th---	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
ELM GROVE ELEMENTARY	801	FM 1626	1	8F	TRASH	2	-T--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
ELM GROVE ELEMENTARY	801	FM 1626	1	8F	RECYCLE	2	M--Th---	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
ELM GROVE ELEMENTARY	801	FM 1626	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	8F	TRASH	1	---Th---	\$ 103.23	\$ 106.32	\$ 109.51	\$ 112.80	\$ 116.18
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	8F	RECYCLE	1	----F--	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99

SCHOOL	ADDRESS	STREET	QTY	SIZE	MATERIAL	SERV	DAYS	YEAR1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	8F	TRASH	2	-T--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	8F	RECYCLE	1	-T-----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
HAYS CISD ADMINISTRATION BLDG	21003	IH 35	1	8F	TRASH	1	-T-----	\$ 103.23	\$ 106.32	\$ 109.51	\$ 112.80	\$ 116.18
HAYS CISD ADMINISTRATION BLDG	21003	IH 35	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
HAYS CISD BUS BARN	21003	IH 35	1	8F	TRASH	1	-T-----	\$ 103.23	\$ 106.32	\$ 109.51	\$ 112.80	\$ 116.18
HAYS CISD BUS BARN	21003	IH 35	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
HAYS CISD TRANSPORTATION CMLPX	2385	HIGH	1	8F	TRASH	1	--W----	\$ 103.23	\$ 106.32	\$ 109.51	\$ 112.80	\$ 116.18
HAYS CISD TRANSPORTATION CMLPX	2385	HIGH	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	2	-T--F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	2	-T--F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	1	-T-----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
HCISD MAINTENANCE & OPERATIONS	155	BEACON HILL	1	8F	RECYCLE	1	---Th--	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	TRASH	2	-T--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	TRASH	2	-T--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	RECYCLE	1	-T-----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
HEMPHILL ELEMENTARY	3995	FM 150	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
IMPACT	4125	FM 967	1	8F	TRASH	1	-T-----	\$ 103.23	\$ 106.32	\$ 109.51	\$ 112.80	\$ 116.18
IMPACT	4125	FM 967	1	8F	RECYCLE	1	---Th--	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
JOHNSON HIGH SCHOOL	4260	FM 967	3	8F	TRASH	3	M-W-F--	\$ 929.04	\$ 956.92	\$ 985.62	\$ 1,015.19	\$ 1,045.65
JOHNSON HIGH SCHOOL	4260	FM 967	3	8F	RECYCLE	2	M--Th--	\$ 669.24	\$ 689.32	\$ 710.00	\$ 731.30	\$ 753.24
JOHNSON HIGH SCHOOL	4260	FM 967	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
KYLE ELEMENTARY	500	BLANCO	1	8F	TRASH	2	M--Th--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
KYLE ELEMENTARY	500	BLANCO	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
KYLE ELEMENTARY	500	BLANCO	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
LEHMAN HIGH SCHOOL	1700	LEHMAN	4	8F	TRASH	3	M-W-F--	\$ 1,238.73	\$ 1,275.89	\$ 1,314.16	\$ 1,353.59	\$ 1,394.20
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	8F	RECYCLE	2	-T--F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	8F	RECYCLE	2	-T--F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	8F	RECYCLE	2	M--F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
PERFORMING ARTS CENTER	979	KOHLER'S	1	8F	TRASH	2	M--F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
PERFORMING ARTS CENTER	979	KOHLER'S	1	8F	RECYCLE	1	----F--	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54

SCHOOL	ADDRESS	STREET	QTY	SIZE	MATERIAL	SERV	DAYS	YEAR1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	8F	TRASH	2	-T-F--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	8F	RECYCLE	1	-T-----	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
SIMON MIDDLE SCHOOL	3839	FM 150	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
SIMON MIDDLE SCHOOL	3839	FM 150	1	8F	RECYCLE	2	-T-F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
SIMON MIDDLE SCHOOL	3839	FM 150	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
SPECIAL ED DEPARTMENT	451	MEYER	1	6F	TRASH	1	-T-----	\$ 77.42	\$ 79.74	\$ 82.14	\$ 84.60	\$ 87.14
SPECIAL ED DEPARTMENT	451	MEYER	1	6F	RECYCLE	1	--W----	\$ 83.66	\$ 86.17	\$ 88.75	\$ 91.41	\$ 94.16
TOBIAS ELEMENTARY	1005	FM 150	1	8F	TRASH	2	M--Th--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
TOBIAS ELEMENTARY	1005	FM 150	1	8F	RECYCLE	1	-T-----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
TOBIAS ELEMENTARY	1005	FM 150	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	8F	TRASH	2	M--Th--	\$ 206.45	\$ 212.65	\$ 219.03	\$ 225.60	\$ 232.37
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	8F	RECYCLE	1	--W----	\$ 111.54	\$ 114.89	\$ 118.33	\$ 121.88	\$ 125.54
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
WALLACE MIDDLE SCHOOL	1500	CENTER	1	8F	TRASH	3	M-W-F--	\$ 309.68	\$ 318.97	\$ 328.54	\$ 338.40	\$ 348.55
WALLACE MIDDLE SCHOOL	1500	CENTER	1	8F	RECYCLE	2	--W-F--	\$ 223.08	\$ 229.77	\$ 236.67	\$ 243.77	\$ 251.08
WALLACE MIDDLE SCHOOL	1500	CENTER	1	6F	COMPOST	1	-T-----	\$ 231.00	\$ 237.93	\$ 245.07	\$ 252.42	\$ 259.99
<b>TOTAL</b>								<b>#####</b>	<b>#####</b>	<b>#####</b>	<b>\$281,644.44</b>	<b>\$ 290,093.40</b>
											<b>CONTRACT TOTAL</b>	<b>\$1,368,398.64</b>

# RFP #18-022102JO Waste Collection & Recycling Services



## Bid Tabulation

### TEXAS DISPOSAL SYSTEMS

SCHOOL	ADDRESS	STREET	QTY	SIZE	MATERIAL	SERV	DAYS	CPI INCREASE	4% PINC LOCKED
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	TRASH	2	M--Th--	\$ 217.00	\$ 204.00
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	TRASH	2	M--Th--	\$ 217.00	\$ 204.00
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	RECYCLE	1	---F--	\$ 124.00	\$ 117.00
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	8F	TRASH	2	M--Th--	\$ 217.00	\$ 204.00
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	8F	RECYCLE	1	---F--	\$ 124.00	\$ 117.00
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	8F	TRASH	3	M-W-F--	\$ 273.00	\$ 257.00
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	8F	RECYCLE	2	-T--F--	\$ 196.00	\$ 185.00
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
BUDA ELEMENTARY (UPPER)	300	SAN MARCOS	1	8F	TRASH	1	-T-----	\$ 126.00	\$ 118.00
BUDA ELEMENTARY (UPPER)	300	SAN MARCOS	1	8F	RECYCLE	1	--W----	\$ 124.00	\$ 117.00
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	8F	TRASH	3	M-W-F--	\$ 273.00	\$ 257.00
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	8F	RECYCLE	1	--W----	\$ 124.00	\$ 117.00
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
CARPENTER HILL ELEMENTARY	4410	FM 967	1	8F	TRASH	2	-T--F--	\$ 217.00	\$ 204.00
CARPENTER HILL ELEMENTARY	4410	FM 967	1	8F	RECYCLE	1	---Th--	\$ 124.00	\$ 117.00
CARPENTER HILL ELEMENTARY	4410	FM 967	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
CHAPA MIDDLE SCHOOL	3311	DACY	1	8F	TRASH	2	-T--F--	\$ 217.00	\$ 204.00
CHAPA MIDDLE SCHOOL	3311	DACY	1	8F	RECYCLE	2	-T--F--	\$ 196.00	\$ 185.00
CHAPA MIDDLE SCHOOL	3311	DACY	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	8F	TRASH	2	-T--F--	\$ 217.00	\$ 204.00
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	8F	RECYCLE	2	M--Th--	\$ 196.00	\$ 185.00
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
ELM GROVE ELEMENTARY	801	FM 1626	1	8F	TRASH	2	-T--F--	\$ 217.00	\$ 204.00
ELM GROVE ELEMENTARY	801	FM 1626	1	8F	RECYCLE	2	M--Th--	\$ 196.00	\$ 185.00
ELM GROVE ELEMENTARY	801	FM 1626	1	6F	COMPOST	1	-T-----	\$ 161.00	\$ 152.00
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	8F	TRASH	1	---Th--	\$ 126.00	\$ 118.00
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	8F	RECYCLE	1	---F--	\$ 124.00	\$ 117.00

FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	8F	TRASH	2	-T--F--	\$	217.00	\$	204.00
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	8F	RECYCLE	1	-T-----	\$	124.00	\$	117.00
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
HAYS CISD ADMINISTRATION BLDG	21003	IH 35	1	8F	TRASH	1	-T-----	\$	126.00	\$	118.00
HAYS CISD ADMINISTRATION BLDG	21003	IH 35	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
HAYS CISD BUS BARN	21003	IH 35	1	8F	TRASH	1	-T-----	\$	126.00	\$	118.00
HAYS CISD BUS BARN	21003	IH 35	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
HAYS CISD TRANSPORTATION Cmplx	2385	HIGH	1	8F	TRASH	1	--W----	\$	126.00	\$	118.00
HAYS CISD TRANSPORTATION Cmplx	2385	HIGH	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	2	-T--F--	\$	196.00	\$	185.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	2	-T--F--	\$	196.00	\$	185.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	1	-T-----	\$	124.00	\$	117.00
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
HCISD MAINTENANCE & OPERATIONS	155	BEACON HILL	1	8F	RECYCLE	1	---Th--	\$	124.00	\$	117.00
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	TRASH	2	-T--F--	\$	217.00	\$	204.00
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	TRASH	2	-T--F--	\$	217.00	\$	204.00
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	RECYCLE	1	-T-----	\$	124.00	\$	117.00
HEMPHILL ELEMENTARY	3995	FM 150	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
IMPACT	4125	FM 967	1	8F	TRASH	1	-T-----	\$	126.00	\$	118.00
IMPACT	4125	FM 967	1	8F	RECYCLE	1	---Th--	\$	124.00	\$	117.00
JOHNSON HIGH SCHOOL	4260	FM 967	3	8F	TRASH	3	M-W-F--	\$	819.00	\$	771.00
JOHNSON HIGH SCHOOL	4260	FM 967	3	8F	RECYCLE	2	M--Th--	\$	588.00	\$	555.00
JOHNSON HIGH SCHOOL	4260	FM 967	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
KYLE ELEMENTARY	500	BLANCO	1	8F	TRASH	2	M--Th--	\$	217.00	\$	204.00
KYLE ELEMENTARY	500	BLANCO	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
KYLE ELEMENTARY	500	BLANCO	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
LEHMAN HIGH SCHOOL	1700	LEHMAN	4	8F	TRASH	3	M-W-F--	\$	1,092.00	\$	1,028.00
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	8F	RECYCLE	2	-T--F--	\$	196.00	\$	185.00
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	8F	RECYCLE	2	-T--F--	\$	196.00	\$	185.00
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	8F	RECYCLE	2	M---F--	\$	196.00	\$	185.00
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
PERFORMING ARTS CENTER	979	KOHLER'S	1	8F	TRASH	2	M---F--	\$	217.00	\$	204.00
PERFORMING ARTS CENTER	979	KOHLER'S	1	8F	RECYCLE	1	----F--	\$	124.00	\$	117.00

RALPH PFLUGER ELEMENTARY	4951	MARSH	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	8F	TRASH	2	-T-F--	\$	217.00	\$	204.00
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	8F	RECYCLE	1	-T-----	\$	124.00	\$	117.00
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
SIMON MIDDLE SCHOOL	3839	FM 150	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
SIMON MIDDLE SCHOOL	3839	FM 150	1	8F	RECYCLE	2	-T-F--	\$	196.00	\$	185.00
SIMON MIDDLE SCHOOL	3839	FM 150	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
SPECIAL ED DEPARTMENT	451	MEYER	1	6F	TRASH	1	-T-----	\$	112.00	\$	106.00
SPECIAL ED DEPARTMENT	451	MEYER	1	6F	RECYCLE	1	--W----	\$	124.00	\$	117.00
TOBIAS ELEMENTARY	1005	FM 150	1	8F	TRASH	2	M--Th--	\$	217.00	\$	204.00
TOBIAS ELEMENTARY	1005	FM 150	1	8F	RECYCLE	1	-T-----	\$	124.00	\$	117.00
TOBIAS ELEMENTARY	1005	FM 150	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	8F	TRASH	2	M--Th--	\$	217.00	\$	204.00
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	8F	RECYCLE	1	--W----	\$	124.00	\$	117.00
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
WALLACE MIDDLE SCHOOL	1500	CENTER	1	8F	TRASH	3	M-W-F--	\$	273.00	\$	257.00
WALLACE MIDDLE SCHOOL	1500	CENTER	1	8F	RECYCLE	2	--W-F--	\$	196.00	\$	185.00
WALLACE MIDDLE SCHOOL	1500	CENTER	1	6F	COMPOST	1	-T-----	\$	161.00	\$	152.00
								<b>TOTAL</b>	<b>\$ 230,448.00</b>	<b>\$ 217,140.00</b>	
								<b>CONTRACT TOTAL</b>	<b>\$ 1,245,920.22</b>	<b>#####</b>	

With 4% Price Increase (PINC) throughout 5 year Contract Period			with Consumer Price Increase (CPI) throughout 5 year Contract Period		
Yearly	4%		Yearly	4%	
Year 1	\$ 217,140.00		Year 1	\$ 230,448.00	
Year 2	\$ 225,825.60	\$ 8,685.60	Year 2	\$ 239,133.60	\$ 8,685.60
Year 3	\$ 234,858.62	\$ 9,033.02	Year 3	\$ 248,698.94	\$ 9,565.34
Year 4	\$ 244,252.97	\$ 9,394.34	Year 4	\$ 258,646.90	\$ 9,947.96
Year 5	\$ 254,023.09	\$ 9,770.12	Year 5	\$ 268,992.78	\$10,345.88
<b>Grand Total for 5 Year Contract</b>	<b>\$1,176,100.28</b>		<b>Grand Total for 5 Year Contract</b>	<b>\$1,245,920.22</b>	

# RFP #18-022102JO Waste Collection & Recycling Services



## Bid Tabulation

### WASTE MANAGEMENT OF TEXAS

SCHOOL	ADDRESS	STREET	QTY	SIZE	MATERIAL	SERV	DAYS	MONTHLY RATE
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	TRASH	2	M--Th---	\$ 190.52
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	TRASH	2	M--Th---	\$ 190.52
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	8F	RECYCLE	1	---F--	\$ 147.22
BARTON MIDDLE SCHOOL	4950	JACK C HAYS	1	6F	COMPOST	1	-T-----	\$ 450.00
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	8F	TRASH	2	M--Th---	\$ 190.52
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	8F	RECYCLE	1	---F--	\$ 147.22
BLANCO VISTA ELEMENTARY	2951	BLANCO VISTA	1	6F	COMPOST	1	-T-----	\$ 450.00
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	8F	TRASH	3	M-W-F--	\$ 285.78
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	8F	RECYCLE	2	-T--F--	\$ 294.44
BUDA ELEMENTARY	1060	OLD SAN ANTONIO	1	6F	COMPOST	1	-T-----	\$ 450.00
BUDA ELEMENTARY (UPPER)	300	SAN MARCOS	1	8F	TRASH	1	-T-----	\$ 95.26
BUDA ELEMENTARY (UPPER)	300	SAN MARCOS	1	8F	RECYCLE	1	--W----	\$ 147.22
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	8F	TRASH	3	M-W-F--	\$ 285.78
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	8F	RECYCLE	1	--W----	\$ 147.22
CAMINO REAL ELEMENTARY	170	LAS BRISAS	1	6F	COMPOST	1	-T-----	\$ 450.00
CARPENTER HILL ELEMENTARY	4410	FM 967	1	8F	TRASH	2	-T--F--	\$ 190.52
CARPENTER HILL ELEMENTARY	4410	FM 967	1	8F	RECYCLE	1	---Th---	\$ 147.22
CARPENTER HILL ELEMENTARY	4410	FM 967	1	6F	COMPOST	1	-T-----	\$ 450.00
CHAPA MIDDLE SCHOOL	3311	DACY	1	8F	TRASH	2	-T--F--	\$ 190.52

CHAPA MIDDLE SCHOOL	3311	DACY	1	8F	RECYCLE	2	-T--F--	\$	294.40
CHAPA MIDDLE SCHOOL	3311	DACY	1	6F	COMPOST	1	-T-----	\$	450.00
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	8F	TRASH	2	-T--F--	\$	190.52
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	8F	RECYCLE	2	M--Th---	\$	294.44
DAHLSTROM MIDDLE SCHOOL	3600	FM 967	1	6F	COMPOST	1	-T-----	\$	450.00
ELM GROVE ELEMENTARY	801	FM 1626	1	8F	TRASH	2	-T--F--	\$	190.52
ELM GROVE ELEMENTARY	801	FM 1626	1	8F	RECYCLE	2	M--Th---	\$	294.44
ELM GROVE ELEMENTARY	801	FM 1626	1	6F	COMPOST	1	-T-----	\$	450.00
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	8F	TRASH	1	---Th---	\$	95.26
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	8F	RECYCLE	1	----F--	\$	147.22
FOOD SERVICE/TEXTBOOK WAREHOUS	5750	DACY	1	6F	COMPOST	1	-T-----	\$	450.00
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	8F	TRASH	2	-T--F--	\$	190.52
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	8F	RECYCLE	1	-T-----	\$	147.22
FUENTES ELEMENTARY SCHOOL	901	PHILOMENA	1	6F	COMPOST	1	-T-----	\$	450.00
HAYS CISD ADMINISTRATION BLDG	21003	IH 35	1	8F	TRASH	1	-T-----	\$	95.26
HAYS CISD ADMINISTRATION BLDG	21003	IH 35	1	8F	RECYCLE	1	--W----	\$	147.22
HAYS CISD BUS BARN	21003	IH 35	1	8F	TRASH	1	-T-----	\$	95.26
HAYS CISD BUS BARN	21003	IH 35	1	8F	RECYCLE	1	--W----	\$	147.22
HAYS CISD TRANSPORTATION CMLPX	2385	HIGH	1	8F	TRASH	1	--W----	\$	95.26
HAYS CISD TRANSPORTATION CMLPX	2385	HIGH	1	8F	RECYCLE	1	--W----	\$	147.22
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	285.78
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	285.78
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	285.78
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	TRASH	3	M-W-F--	\$	285.78
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	2	-T--F--	\$	294.44
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	2	-T--F--	\$	294.44
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	8F	RECYCLE	1	-T-----	\$	147.22
HAYS HIGH SCHOOL	4800	JACK C HAYS	1	6F	COMPOST	1	-T-----	\$	450.00
HCISD MAINTENANCE & OPERATIONS	155	BEACON HILL	1	8F	RECYCLE	1	---Th---	\$	147.22
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	TRASH	2	-T--F--	\$	190.52
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	TRASH	2	-T--F--	\$	190.52
HEMPHILL ELEMENTARY	3995	FM 150	1	8F	RECYCLE	1	-T-----	\$	147.22
HEMPHILL ELEMENTARY	3995	FM 150	1	6F	COMPOST	1	-T-----	\$	450.00
IMPACT	4125	FM 967	1	8F	TRASH	1	-T-----	\$	95.26
IMPACT	4125	FM 967	1	8F	RECYCLE	1	---Th---	\$	147.22

JOHNSON HIGH SCHOOL	4260	FM 967	3	8F	TRASH	3	M-W-F--	\$	285.78
JOHNSON HIGH SCHOOL	4260	FM 967	3	8F	RECYCLE	2	M--Th---	\$	294.44
JOHNSON HIGH SCHOOL	4260	FM 967	1	6F	COMPOST	1	-T-----	\$	450.00
KYLE ELEMENTARY	500	BLANCO	1	8F	TRASH	2	M--Th---	\$	190.52
KYLE ELEMENTARY	500	BLANCO	1	8F	RECYCLE	1	--W----	\$	147.22
KYLE ELEMENTARY	500	BLANCO	1	6F	COMPOST	1	-T-----	\$	450.00
LEHMAN HIGH SCHOOL	1700	LEHMAN	4	8F	TRASH	3	M-W-F--	\$	285.78
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	8F	RECYCLE	2	-T--F--	\$	294.44
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	8F	RECYCLE	2	-T--F--	\$	294.44
LEHMAN HIGH SCHOOL	1700	LEHMAN	1	6F	COMPOST	1	-T-----	\$	450.00
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	8F	TRASH	3	M-W-F--	\$	285.78
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	8F	RECYCLE	2	M---F--	\$	294.44
MCCORMICK MIDDLE SCHOOL	5700	DACY	1	6F	COMPOST	1	-T-----	\$	450.00
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	TRASH	3	M-W-F--	\$	285.78
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	RECYCLE	1	--W----	\$	147.22
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	6F	COMPOST	1	-T-----	\$	450.00
NEGLEY ELEMENTARY SCHOOL	5940	MCNAUGHTON	1	8F	TRASH	3	M-W-F--	\$	285.78
PERFORMING ARTS CENTER	979	KOHLER'S	1	8F	TRASH	2	M---F--	\$	190.52
PERFORMING ARTS CENTER	979	KOHLER'S	1	8F	RECYCLE	1	----F--	\$	147.22
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	8F	TRASH	3	M-W-F--	\$	285.78
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	8F	RECYCLE	1	--W----	\$	147.22
RALPH PFLUGER ELEMENTARY	4951	MARSH	1	6F	COMPOST	1	-T-----	\$	450.00
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	8F	TRASH	2	-T--F--	\$	190.52
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	8F	RECYCLE	1	-T-----	\$	147.22
SCIENCE HALL ELEMENTARY	1510	BEBEE	1	6F	COMPOST	1	-T-----	\$	450.00
SIMON MIDDLE SCHOOL	3839	FM 150	1	8F	TRASH	3	M-W-F--	\$	285.78
SIMON MIDDLE SCHOOL	3839	FM 150	1	8F	RECYCLE	2	-T--F--	\$	294.44
SIMON MIDDLE SCHOOL	3839	FM 150	1	6F	COMPOST	1	-T-----	\$	450.00
SPECIAL ED DEPARTMENT	451	MEYER	1	6F	TRASH	1	-T-----	\$	95.26
SPECIAL ED DEPARTMENT	451	MEYER	1	6F	RECYCLE	1	--W----	\$	147.22
TOBIAS ELEMENTARY	1005	FM 150	1	8F	TRASH	2	M--Th---	\$	190.52
TOBIAS ELEMENTARY	1005	FM 150	1	8F	RECYCLE	1	-T-----	\$	147.22
TOBIAS ELEMENTARY	1005	FM 150	1	6F	COMPOST	1	-T-----	\$	450.00
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	8F	TRASH	2	M--Th---	\$	190.52
TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	6F	COMPOST	1	-T-----	\$	450.00

TOM GREEN ELEMENTARY	1301	OLD GOFORTH	1	8F	RECYCLE	1	--W----	\$	147.22
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	8F	TRASH	3	M-W-F--	\$	285.78
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	8F	RECYCLE	1	--W----	\$	147.22
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	6F	COMPOST	1	-T-----	\$	450.00
UHLAND ELEMENTARY SCHOOL	2331	HIGH	1	6F	COMPOST	1	-T-----	\$	450.00
WALLACE MIDDLE SCHOOL	1500	CENTER	1	8F	TRASH	3	M-W-F--	\$	285.78
WALLACE MIDDLE SCHOOL	1500	CENTER	1	8F	RECYCLE	2	--W-F--	\$	294.44
WALLACE MIDDLE SCHOOL	1500	CENTER	1	6F	COMPOST	1	-T-----	\$	450.00
<b>TOTAL</b>								<b>\$</b>	<b>311,767.44</b>
<b>CONTRACT TOTAL</b>								<b>\$</b>	<b><u>1,558,837.20</u></b>

Extra Pickup for Trash	\$25.00
Extra Pickup for Recycle	\$35.00
Extra Pickup for Compost	\$100.00
Lock	\$20.00
Cart Replacement	\$100.00
Bin Washing	\$100.00

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

Date: June 28, 2021

Subject: Consideration and possible approval of appointments to the Hays CISD SHAC for the 2021-2022 school year

Administrator Responsible/Position: Justin Mccorkle

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       NA

**C. Goal or Need Addressed:**

Approval of appointments to the Hays CISD SHAC for the 2021-2022 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. Scope of Options Reviewed: N/A**

**F. Comments Received:**

Cabinet             DLT             FBOC             Teacher Org. Reps.             Other SHAC  
 From Public

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

**G. Administrative Recommendation**

The administration recommends the board approve the 2021-2022 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.

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

**I. Monitoring and Reporting Timeline:**

Person responsible for evaluating this decision or action – Justin Mccorkle  
Evaluation method and timeline –  
Next report to the board – June, 2021

**J. Suggested Motion**

I move that the Board approve the 2021-2022 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.



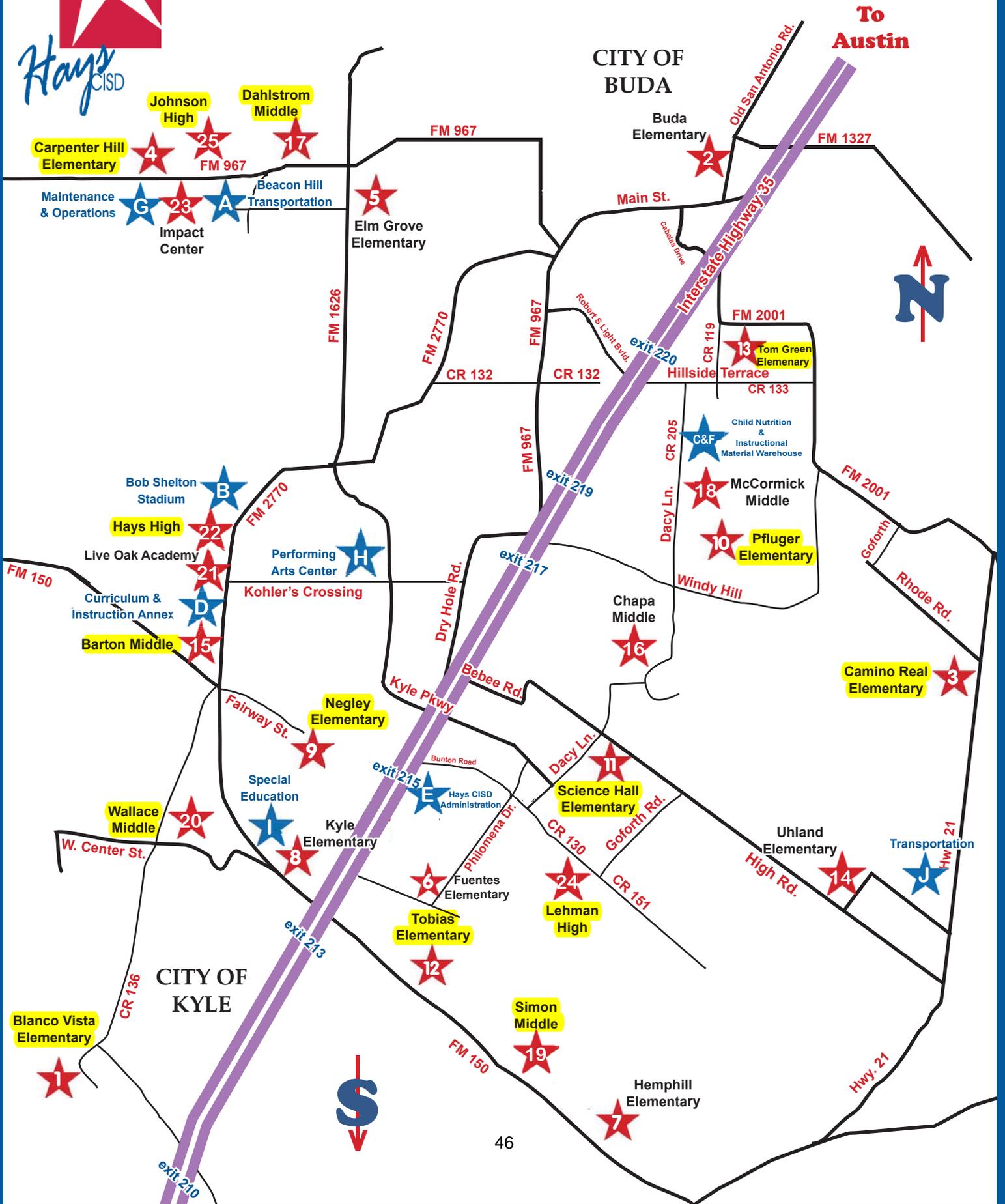
## SCHOOL HEALTH ADVISORY COUNCIL MEMBERSHIP ROSTER 2021-2022

<b>Name</b>	<b>Term</b>
Baker, Jen – PARENT Co-Chair (Barton, Hays)	2021-2022
Dean, Kelly – PARENT (Wallace, Lehman)	2020-2022
Mugan, Monica – PARENT (Johnson, Dahlstrom, Carpenter Hill)	2021-2023
Hernandez, Bonnie – PARENT (Blanco Vista, Wallace)	2020-2022
Jamail, Stephanie – PARENT (Hays)	2020-2022
Larson, Jenny – PARENT (Lehman)	2020-2022
Pizana, Belinda – PARENT (Barton, Hays)	2020-2022
Raymond, Vanessa – PARENT (Simon, Tobias)	2021-2023
Stanton, Kathy – PARENT (Blanco Vista)	2020-2022
Townsend, Courtney – PARENT (Science Hall)	2021-2023
Underdown, Robin – PARENT (Tom Green)	2020-2022
Waller, Lacy – PARENT (Pflugger)	2020-2022
Zavala, Alex – PARENT (Negley, Hays)	2021-2023
Bell, Kaaren – PARENT (Tom Green)	2021-2023
Mercado, Felix – PARENT (Camino Real)	2021-2023
Hooton, Stephanie – PARENT (Tobias, Wallace), CIS Impact	2020-2022
Kiester, Bret - YMCA	2021-2023
Curl, Marquet – Community Pastor	2020-2022
Hartman, Nicole – Community Pediatrician	2021-2023
Contreras, Renee – HCISD Outreach Counselor Lehman	2020-2022
Morgan, Wendy - HCISD PE Teacher Tobias	2020-2022
Lorentzen, Whitney - HCISD PE Teacher Camino Real	2021-2023
Campbell, Katie – HCISD PEP	2021-2023
Echternach, Erin - HCISD Child Nutrition	2020-2022
Thomas, Lisa - HCISD Employee Services	2021-2023
McCorkle, Justin - HCISD Student Health – CO-CHAIR	2021-2023
Skrocki, Jeri - HCISD Safety and Security	2021-2023
HCISD Director of Guidance and Counseling	2020-2022



Hays CISD

# Map of Campus & Office Locations



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

**Date:** June 28, 2021

**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 22, 2020

**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 \$ 1,000**

**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.



**WALSH GALLEGOS**  
TREVINO KYLE & ROBINSON P.C.

June 10, 2021

Dr. Eric Wright  
Superintendent  
Hays CISD  
21003 IH-35  
Kyle, Texas 78640

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Wright:

It is our privilege to serve Hays Consolidated Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on July 1, 2021, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 7/1/2021 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "*Time Out with Walsh Gallegos*,"
- A free subscription to our monthly special education newsletter "*This Just In*," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Hays Consolidated Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (local) which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 252-3405.

Sincerely,



Haley Turner

HT/glo  
Enclosures

cc: Ms. Vanessa Petrea, Board President  
Ms. Michelle Velasquez, Executive Officer of Special Education



**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 Kyle & Robinson 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. The term of this contract is July 1, 2021 through June 30, 2022, with the option to renew for one additional one year term.
6. Travel Charges: The Law Firm will not charge the District for attorney travel time or mileage expenses to and from the District.
7. Compliance with HB 89: The Law Firm does not boycott Israel and will not boycott Israel during the term of this contract.
8. 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 KYLE & ROBINSON P.C.

By:   
\_\_\_\_\_  
Joe A. De Los Santos  
Managing Shareholder

6/1/21  
(Date)

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 28, 2021

Subject: Consideration and possible approval of Community in Schools (CIS) and Hays CISD Contract MOU  
(Memorandum of Understanding) Agreement for 2021-22

Administrator Responsible/Position: Sami Kinsey

**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 2021-22.

**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

**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** \_\_\_\_\_  
\$540,000 for 12 campuses in two equal payments of \$270,000. The final payment due in February, 2022.

**Prior Year Spending** – \$504,000 for the school year 2020-21.

**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 TimeLine:**

**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 2021.

**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 \$540,000 in two payments of \$270,000.

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

This AGREEMENT for services is entered into this 1<sup>st</sup> day of August, 2021, 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. <sup>55</sup>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, 2021 and continuing through August 31, 2022.

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 \$ 540,000. Payment of \$270,000 shall be due and payable upon the execution of this Agreement. Balance of \$270,000 shall be due and payable on February 1, 2022.

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 districtvolunteers.

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: 06/28/2021

Subject: Consideration and possible approval of the Graduate Assistant Athletic Trainer Agreement – Texas State University

Administrator Responsible/Position: Jesus Gomez, Deputy 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:** The purpose of this agenda is to approve the contract between Hays CISD with Texas State University for six (6) Graduate Assistance Athletic Trainers at a cost of \$102,060.63 for the 2021-2022 school year.

**D. Summary:**

Previous board action relating to this item – Board approved the contract June/2020.

Future action anticipated -

Background information – In order to provide medical service 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. Scope of Options Reviewed:**

Inter Local Agreement

**F. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Curriculum & Instruction

**G. Administrative Recommendation:**

The administration recommends approval of the contract between Hays CISD with Texas State University for six (6) Graduate Assistance Athletic Trainers for the 2021-2022 school year.

**H. Fiscal Impact and Cost: Total Amount: \$102,060.63**

Budget – General Operating Fund

Bond

Grant/Special Funds

Other \_\_\_\_\_

Prior Year Spending - \$99,088.30

Future/Ongoing – This procurement will be a recurring cost (annually)

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

Person responsible for evaluating this decision or action — Jesus G. Gomez, Sr. – Deputy Academic Officer

Evaluation method and time line -

Next report to the board -

**J. Suggested Motion:**

I move that the Board approve the contract between Hays CISD with Texas State University for six (6) Graduate Assistance Athletic Trainers for the 2021-2022 school year for approximately \$102,060.63.

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

Agreement Date: _____	April 16, 2021
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, 2021
End Date for Services: _____	May 31 2022

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 \$ 102,060.63 on Aug 1 2021. 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 21, 2021

Subject: Personnel – Administrator Recommendations

Administrator Responsible/Position: Marivel Sedillo, CHRO

**A. Purpose of Agenda Item:**

Action needed

Information only

Receive input

**B. Authority for This Action:**

Local Policy (DC Legal & Local); DP(Legal & Local)

Law or Rule

N/A

**C. Goal or Need Addressed:** Request approval of following positions:

Chief Human Resources Officer

Director of Federal Programs

Director of Counseling

LHS Academic Dean

LHS Assistant Principal

HHS Academic Dean

PES Assistant Principal

NES Assistant Principal

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information - In accordance with local policy (DC Legal/Local), the board approves administrator recommendations prior to employment.

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other -Campus-Level Interview  
Committee and District-Level Committee

**F. Administrative Recommendation:**

Consequences of not approving recommendation – It will be difficult to support the overall campus-level operations and goals without the recommended administrator position(s).

**G. Fiscal Impact and Cost: Amount: Budget Neutral (replacements)**

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

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

Evaluation method and time line – The new administrator will undergo an annual performance appraisal.

Next report to the board -

**I. Suggested Motion:**

I move that the Board approve the Superintendent's recommendations regarding employment contracts for the following positions: Chief Human Resources Officer, Director of Federal Programs, Director of Counseling, LHS Academic Dean, LHS Assistant Principal, HHS Academic Dean, PES Assistant Principal and NES Assistant Principal as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 21, 2021

Subject: Depository Contract Award

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:**

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information – Texas Education Code, Chapter 45, Subchapter G, School District Depositories, Section 45.201 through 45.209, requires a school district to award a depository contract each biennium. As of September 1, 2017, Senate Bill 754 has amended the Texas Education Code (TEC) §45.205(b) by allowing the school district depository contract to be extended a total of three (3) two-year terms. In addition, the changes to the law allows the depository contract to be modified for each two-year extension if both the school district and the district's depository bank mutually agree to the terms. The District was eligible to extend the existing depository contract with Wells Fargo for an additional two-year period (July 1, 2021 to June 30, 2023), but chose to go out for bid to evaluate the current market.

**E. Scope of Options Reviewed:**

Reasons for rejecting alternatives:

**F. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other

**G. Administrative Recommendation:**

The administration recommends awarding the depository contract to Wells Fargo as presented.

**Fiscal Impact and Cost:**

Budget

Bond

Grant/Special Funds

Other: \_\_\_\_\_

(See attached detail)

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

Person responsible for evaluating this decision or action—

Randy Rau

**I. Suggested Motion:**

I move that the Board approve the awarding of the Depository Contract to Wells Fargo as presented.





**Evaluation/Scoring Matrix**

<b>Item #</b>	<b>CRITERIA</b>	<b>Broadway Bank</b>	<b>Wells Fargo</b>
1	<b>20%</b> - Interest rate bid on time deposits	0	20
2	<b>20%</b> Charges for keeping district accounts, records, and reports and for furnishing checks	10	20
3	<b>20%</b> Ability of the bank to provide the necessary services and perform the duties as depository.	15	20
4	<b>20%</b> Any other matter that would be in the best interest of the district	20	20
5	<b>20%</b> Other - Vendor's experience in depository services for Texas ISD's	20	20
	<b>TOTAL POINTS OUT OF 100 POSSIBLE POINTS:</b>	65	100

**Comments:**

Broadway Bank did not provide the requested information on time deposits. The earnings credit rate (ECR), the rate at which fees can be offset by monthly deposits, was a .35% for Wells Fargo and not provided by Broadway. In comparison the earnings rate at the District's investment pools is .099%. As a result, no grade could be given to Broadway.

See the attached cost/fee analysis. Over a 24 month period (2 year contract term) Wells Fargo's fee structure is approximately half of Broadway's proposal.

Based on reference districts provided, Broadway's clientele are mainly smaller district's (less than 2,000 enrolled). The volume and amount of transactions by Hays is considerably larger in scope comparatively.

Service	Unit Basis	Est. Vol.	Broadway Bank Charge	Estimated Cost	Wells Fargo Charge	Estimated Cost
<b>Account Deposit Services</b>						
Master Account Maintenance Fee	Per account	1	20.00000	20.00	5.00000	5.00
Subsidiary Account Maintenance	Per account	33	20.00000	660.00	5.00000	165.00
Money Market Account Maintenance Fee	Per account	0	-	-	5.00000	-
Interest Bearing Accounts Maintenance Fee	Per account	0	N/A	-	5.00000	-
ZBA Accounts Maintenance Fee Master	Per account	0	-	-	10.00000	-
ZBA Accounts Maintenance Subsidiary	Per account	0	35.00000	-	5.00000	-
ZBA Account Transfers	Per item	0	-	-	-	-
				-		-
Investment Sweep - master account	Per account/mo	0	125.00000	-	50.00000	-
Investment Sweep - Subsidiary accounts	Per account/mo	0	-	-	N/A	-
				-		-
Debits Posted	Per item	127	0.20000	25.40	0.10000	12.70
Credits Posted	Per item	475	0.20000	95.00	0.10000	47.50
	Per item					
<b>Automated Services - Balance &amp; Detail</b>						
<b>If Services are Bundled:</b>						
Bundled Balance & Activity Reporting	Per month	N/A		-		-
Monthly Maintenance	Per month/account	N/A		-		-
Detail Item Fees	Per item	N/A		-		-
				-		-
<b>If services are Un-Bundled (by Module)</b>						
Balance Reporting Module Maintenance	Per account			-		-
Daily Balance Reporting	Per account	34	-	-	-	-
Previous day Reporting	Per account	34	-	-	10.00000	340.00
Previous Day Dr/Cr Items	Per item	3,500	-	-	0.02000	70.00
ACH Module Maintenance	Per account/overall			-	10.00000	-
ACH Detail	Per item	4,000	-	-	0.02000	80.00
Reconciliation Module Maintenance	Per account/overall			-		-
Recon detail	Per item			-		-
Stop Pay Module Maintenance	Per account/overall			-		-
Stop pay item	Per item	31	17.00000	527.00	5.00000	155.00
Wire and Internal Transfer Module Maintenance	Per account/overall			-		-
Addenda reporting	Per item	10	40.00000	400.00	3.50000	35.00
Positive Pay Module	Per account/mo	30	40.00000	1,200.00	N/A	-
PP Detail	Per item	3,000	-	-	N/A	-
				-		-
Detail Transactions - All modules	Per item			-		-
				-		-
<b>Deposits</b>						
Commercial Account Maintenance	Per account			-		-
Banking Center Deposits	Per item	50	0.75000	37.50	3.00000	150.00
Night Drop Deposit	Per item	0	0.75000	-	3.00000	-
Items Deposited				-		-
Items deposited	Per deposit	500	0.15000	75.00	0.07000	35.00
On-us Items	Per item	500	0.15000	75.00	0.07000	35.00
Local items	Per item	1,500	0.15000	225.00	0.07000	105.00
Local Fed/RCPC Clearing	Per item	0		-	0.07000	-
City Items (in state)	Per Item	0		-	0.07000	-
Other State Items	Per item	0		-	0.07000	-
11th Fed Country Items	Per item	0		-	0.07000	-
Other 11th Fed RCPC Items	Per item	0		-	0.07000	-
Transit Item Clearing	Per item	0		-	0.07000	-
				-		-
Encoding Charge	Per item	0		-	-	-
				-		-
<b>Cash Vault</b>						
Cash Vault Base Fee Processing Fee	Per item	31		-	1.00000	31.00
Standard Deposit Vault	Per deposit	53.000	0.75000	39.75	0.75000	39.75

Service	Unit Basis	Est. Vol.	Broadway Bank Charge	Estimated Cost	Wells Fargo Charge	Estimated Cost
Standard Deposit Note Vault	Per deposit	0		-	0.75000	-
Currency Deposits				-		-
Cash deposited	Per \$\$	25.000	1.25000	31.25	0.75000	18.75
Strapped currency furnished		900	0.30000	270.00	0.00120	1.08
Currency Wraps Shipped	Per strap	N/A		-		-
Coin Deposits		20	N/A	-	0.05000	1.00
Full bag - loose coin		0		-	0.00075	-
Partial bag of loose coin		10	N/A	-	8.00000	80.00
Rolled Coin Furnished	Per roll	200	0.10000	20.00	0.10000	20.00
Minimum Change Order		0		-	1.00000	-
				-		-
Branch Order Processing	Per Order	0		-	5.25000	-
Branch Per Deposit	Per Deposit	0	0.75000	-	3.00000	-
Branch Coin Shipped	Per Shipment	0		-	-	-
				-		-
Change Order	Per item	15	-	-	1.00000	15.00
Deposit Corrections	Per item	10	-	-	5.00000	50.00
Return Item - Per item	Per item	5	-	-	3.00000	15.00
Return Items Return and Reclear	Per item	0		-	1.00000	-
Charge-backs	Per item	0	10.00000	-	3.00000	-
Return Check Notice Fax	Per item	0		-		-
Return Check Notice Internet	Per item	0		-	3.50000	-
<b>ACH Processing</b>						
Service Monthly Maintenance (Base) Fee	Per month/account	2	15.00000	30.00	10.00000	20.00
ACH Transactions Originated	Per item	3	0.15000	0.45	3.00000	9.00
Debits originated	Per item	4,000	0.15000	600.00	0.05000	200.00
Credits Originated	Per item		0.15000	-	0.05000	-
				-		-
Electronic Credit Received/Posted	Per Item	375	0.20000	75.00	0.10000	37.50
Electronic Debit Recived/Posted	Per item	260	0.20000	52.00	0.10000	26.00
				-		-
Electronic Originated Addenda	Per item	3	-	-	0.05500	0.17
ACH Return Items	Per item	5	5.00000	25.00	1.00000	5.00
Return Notification	Per Item	5	-	-	1.00000	5.00
Deletions or Reversal Charges	Per item	N/A		-	10.00000	-
Transmission	Per file	12	12.00000	144.00	3.00000	36.00
				-		-
Fraud Filter - Review - Base Fee	Per month	2	10.00000	20.00	10.00000	20.00
Fraud Filter - Review - Per Item	Per item	3	-	-	1.00000	3.00
Reports - by Fax	Per item	9	N/A	-	1.00000	9.00
<b>Positive Pay</b>						
Service Monthly Maintenance (Base) Fee*	Per account or mo	30	40.00000	1,200.00	35.00000	1,050.00
Positive Pay Item	Per item	187	-	-	0.08000	14.96
Per item charge with Partial Recon	Per item	0		-	0.03000	-
Per item charge with Full Recon	Per item	0		-	0.03000	-
Per item without recon services		0		-	0.08000	-
Transmission - File Transmission	Per item	16	-	-	0.02000	0.32
<b>Imaging</b>						
Imaging Maintenance	Per month	0	25.00000	-	20.00000	-
CD Rom Service - Per Item	Per item	0		-	0.02000	-
CD Rom Service - Per Disk	Per item	0		-	10.00000	-
<b>Reconciliation</b>						
ACH Monthly Maintenance	Per Month	72 3		-	N/A	-
Partial Recon Monthly Maintenance	Per Month	0	50.00000	-	15.00000	-
Partial reconciliation - detail	Per item	0	0.04000	-	0.02000	-

Service	Unit Basis	Est. Vol.	Broadway Bank Charge	Estimated Cost	Wells Fargo Charge	Estimated Cost
Full recon monthly maintenance	Per month	0	75.00000	-	25.00000	-
Full recon detail	Per item	0	0.05000	-	0.02000	-
Deposit Reconciliation - Mo Maintenance	Per Month	0		-	-	-
Deposit Recon - per detail	Per item	0		-	0.02000	-
Transmissions	Per Transmission	0		-	1.00000	-
Transmission Detail	Per item	0		-	0.02000	-
<b>Safekeeping</b>						
Service Monthly Maintenance Custody	Per month	0		-	50.00000	-
Clearing Fees		0		-		
Securities Received/ Delivered - DVP	Per item	0		-	50.00000	-
Safekeeping Fees	Per item	0		-		
Custody per Cusip/Holding	Per cusip	0		-	8.00000	-
Income Collection to DDA	Per item	0		-	2.00000	-
<b>Stop Pays</b>						
Stop Pays (automated)	Per item	10	17.00000	170.00	5.00000	50.00
<b>Wire Transfers</b>						
Service Monthly Maintenance*	Per month	6	-	-	-	-
Incoming - domestic Straight	Per item	8	12.00000	96.00	5.00000	40.00
Outgoing - repetitive - automated,domestic	Per item	2	12.00000	24.00	5.00000	10.00
Outgoing - non-repetitive - automated,domestic	Per item	5	12.00000	60.00	5.00000	25.00
Book Transfer Internet Initiated	Per item	100	-	-	-	-
Wire Advices Faxed/Mailed	Per item	0		-	5.00000	-
<b>OPTIONAL SERVICES REQUESTED</b>						
<b>Remote capture of checks</b>						
One-time set-up or training fees	One time	0	-	-	-	-
Monthly maintenance	Per month/card	0	40.00000	-	15.00000	-
Capture and transmission fee from provider	Per item	0	-	-	0.75000	-
On-us Item	Per item	0	0.07000	-	0.08000	-
Local Item	Per item	0	0.07000	-	0.08000	-
Transit Item	Per item	0	0.07000	-	0.08000	-
<b>Total Extended Costs - Monthly</b>				<b>\$ 6,197.35</b>		<b>\$ 3,067.73</b>
<b>Total Extended Costs - 2 yr period (24 mos)</b>				<b>\$ 148,736.40</b>		<b>\$ 73,625.40</b>

**Depository Contract for Funds  
of Independent School Districts  
under the Texas Education Code, Chapter 45, Subchapter G,  
School District Depositories**

State of Texas  
County of Hays

105-906  
*County-District Number*

**Article I.** The Hays Consolidated Independent School District, referred to in this contract  
*Name of District*

as the "District," is located in Hays County, Texas. The board of trustees of the District has selected  
*Name of County*

Wells Fargo Bank, N.A., referred to in this contract as the "Depository," to serve as the Depository of the  
*Name of Depository Bank*

school funds of the District (or if there are tie bids or proposals as defined in the Texas Education Code [TEC], as one of the Depositories). This selection was made in accordance with the TEC, Chapter 45, Subchapter G. The Depository will serve under this contract for a two-year term starting with the fiscal year beginning July 1, 2021 and ending June 30, 2023, and until its successor is selected and has qualified unless  
*Date* *Date*

this contract is terminated sooner by the Depository's failure to adhere to all requirements of the TEC and of this contract. The school funds of the District include all school funds except those permitted by law to be deposited or invested otherwise at the sole discretion of the District's board of trustees.

The Depository is located at 5401 S. FM 1626, Kyle, 78640 Hays County, State of Texas, and is a  
*Bank Mailing Address, City, Zip Code* *Name of County*

bank as defined in the TEC, §45.201.

**Article II.** The District selected the Depository based on the Depository's written bid or proposal submitted as provided by State Board of Education rule. The District determined that the Depository's written bid or proposal was the best, or equal to the best, among 2 bids or  
*Number Submitted*

proposals submitted to the District and opened on June 10, 2021. The bid or proposal is incorporated in this contract by reference.  
*Date*

This contract is subject to the TEC and any amendments to it and to any acts of the Texas Legislature that affect public moneys held by the District during the term of this contract.

**Article III.** The Depository has elected a method to adequately protect the funds of the District deposited with the Depository in accordance with the TEC, §45.208, and a copy of the election is attached to this contract and incorporated by reference.

**Article IV.**

- A. The TEC, §45.205, requires that this contract and any extension of this contract coincide with the District's fiscal year. If the District changes its fiscal year in accordance with the TEC, §44.0011, the parties may agree to shorten or extend the two-year term of the contract by no more than one year to coincide with the end of the new fiscal year, provided that this contract remains in effect until the Depository's successor is selected and has qualified. If the parties cannot agree, the District has the option to change the term of this contract to coincide with the end of a new fiscal year closest to its original expiration date.
- B. The District and the Depository may agree to extend this contract for three additional two-year terms in accordance with the TEC, §45.205(b). An extension under this subsection is not subject to the requirements of the TEC, §45.206.
- C. The District must electronically file this contract and any additional two-year extension of this contract with the Texas Education Agency.
- D. The Depository must allow the District to purchase time deposits that mature after the ending date of this contract; however, the Depository may apply new interest rates to the time deposits after the ending date of this contract. The District is entitled to withdraw these time deposits without penalty when this contract expires. But in that event, the Depository will be obligated only to pay interest rates comparable to rates offered in the contract for the term the time deposits were actually held. The Depository may impose an early withdrawal penalty on a time deposit withdrawn within six days of creation of the deposit, to the extent required to comply with federal regulations defining time deposits.
- E. If a contractual dispute results in litigation between the Depository and the District, the trial will be held in the county in which the District has its central office, but only if this venue designation is not considered to be a waiver of any immunity that either party to this contract may be entitled to claim.

**Article V.** The District and the Depository execute this contract and each retain a copy, both of which are considered to be originals, and file the contract with the TEA electronically as specified in Article IV, item C, above.

**To Be Completed by the District and Verified by the Depository  
(For all funds received from the Texas Education Agency)**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Routing Transit Number  
(Must be 9 digits)

Type of Account:

\_\_\_\_\_

Account Number  
(Up to 13 digits)

Check One:  
Checking  
Savings

<input type="checkbox"/>
<input type="checkbox"/>



Check here if the TEA currently sends funds to an investment pool and no change is required in routing of funds.

Please note that the account information above must match the current direct deposit information on file with the Texas Education Agency, Accounting Division. If the District is changing the current direct deposit information, the District must submit a Vendor Direct Deposit Authorization form along with the depository contract.

Agreed and accepted on behalf of the District this 28th day of June, 2021

\_\_\_\_\_

Signature of President of School Board  
Vanessa Petrea, Hays CISD Board President

Agreed and accepted on behalf of the Depository this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

Typed Name of Depository

\_\_\_\_\_

Signature of Authorized Officer

\_\_\_\_\_

Title of Authorized Officer

**Acknowledgment**

Acknowledged before me in \_\_\_\_\_ County, Texas, on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, bank officer of the Depository named in the preceding document, for the Depository.

\_\_\_\_\_

Signature of Notary

(SEAL)

Notary Public in and for \_\_\_\_\_  
County, Texas

**Election of Collateral Method for Funds  
of Independent School Districts  
under the Texas Education Code, Chapter 45, Subchapter G,  
School District Depositories**

In accordance with Article III of the Depository Contract for Funds, the Depository has elected to use the following method(s) to protect the funds of the District:

- Surety bond (TEC, §45.208[b])
- Deposit or pledge securities (TEC, §45.208[f])

- A. If the Depository elected to file with the District a corporate surety bond, then the corporate surety bond is in an initial amount of \$ \_\_\_\_\_, which is equal to the estimated highest daily balance of the District funds determined by the board of trustees of the District to be on deposit with the Depository during the term of this contract. The corporate surety bond is executed in the form and with the content prescribed by State Board of Education rule. A fully executed copy of the corporate surety bond is attached to and made a part of this contract by reference, provided further that:
- (1) the initial amount of the corporate surety bond may rise or fall from day to day so long as all deposits of the District are fully protected;
  - (2) the bond is made payable to the District and is signed by the Depository and the surety company authorized to do business in this state;
  - (3) the bond and the surety on the bond are approved by the board of trustees of the District;
  - (4) the bond exists under the condition that the Depository must:
    - (a) faithfully perform all duties and obligations required by law and this contract;
    - (b) pay on presentation all checks or drafts ordered according to law by the District's board of trustees;
    - (c) pay on demand any demand deposit in the Depository;
    - (d) pay any time deposit after the required notice period expires;
    - (e) faithfully keep school district funds and account for the funds according to law; and
    - (f) faithfully pay over to the successor depository all balances remaining in the account; and
  - (5) the District may not pay a premium on the depository bond out of school district funds.
- B. If the Depository did not elect to make the corporate surety bond in the amount and as referred to in A, above, then the Depository must either deposit or pledge with the District, or with a trustee designated by the District, approved securities as defined in the TEC, §45.201. The pledged or deposited securities must meet the following conditions:
- (1) The pledged securities must be approved securities and authorized by law and must be in a total market value sufficient to protect the funds of the District on deposit as directed at any time by the District in accordance with standards acceptable to the Texas Education Agency.
  - (2) The pledge of approved securities must be waived only to the extent of the exact dollar amount of Federal Deposit Insurance Corporation insurance protection for the District's funds on deposit with the Depository from day to day, and if the insurance protection ends, this contract must immediately become void except as provided in (4) below.
  - (3) The conditions of the pledge of approved securities required by this contract are that the Depository must:
    - (a) credit the account(s) of the District with the full amount of all State of Texas warrants presented to the Depository for the District's account no later than the next banking day after the day the Depository receives the warrants credit the account(s) of the District with the full amount of electronically transferred funds on the effective settlement date;
    - (b) faithfully perform all duties and obligations required by law and this contract;
    - (c) pay upon presentation all checks or drafts ordered according to law by the District's board of trustees;
    - (d) pay upon demand any demand deposit of the District in the Depository;
    - (e) pay any time deposit or certificate of deposit upon maturity or after the required notice period expires;
    - (f) faithfully keep school district funds and account for the funds according to law; and
    - (g) faithfully pay over to the successor depository all balances of funds remaining in the account.
  - (4) The pledge of approved securities required by this contract must continue until either this contract ends or the Depository fulfills all its duties and obligations arising out of this contract, whichever is later. And a continuing security interest in the District's favor must immediately apply to any pledge to all proceeds of sale and to all substitutions, replacements, and exchanges of the securities, and in no event may this continuing security interest be voided by any act of the Depository; however, the Depository will have the right, with the District's consent, to purchase and sell, and substitute or replace with other approved securities, any of the approved securities pledged under this contract, provided that the Depository adheres to all the other conditions of this contract, and the pledge is in addition to all other remedies available in law to the District.
  - (5) The Depository must immediately furnish or cause to be furnished to the District original and valid safekeeping or trust receipts issued by the custodian holding the approved securities pledged under this contract, marked on their face by the custodian to show the pledge and market value as required above, and the Depository must upon the District's request provide a description of securities being pledged and evidence that the securities are legally acceptable in accordance with (1) above.
  - (6) The District may examine and verify at any reasonable time a pledged investment security or a record that a custodian maintains in accordance with the Texas Government Code, §2257.061. The District or its agent may inspect at any time an investment security evidenced by trust receipt.
  - (7) Upon any closing or failure of the Depository, or any event considered by a state or federal regulatory agency to constitute a closing or failure of the Depository, title to all securities pledged under this depository contract must be considered to be vested in, and to be held by

the District. The District is empowered to take immediate possession of and to sell any such pledged securities, whether in safekeeping at another bank or in possession of the District or the Depository, and the District is specifically so empowered by execution of this contract.

- (8) The collateral pledge agreement must conform to Title 12 United States Code Annotated, §1823(e), so to defeat the claim of the Federal Deposit Insurance Corporation, its successor, or any other receiver to the securities, and be:
  - (a) in writing;
  - (b) executed by the Depository at the same time the asset is acquired;
  - (c) approved by the Depository's board of directors or loan committee, with the approval reflected in the board's or committee's minutes; and
  - (d) maintained continuously from the date of its execution as an official record of the Depository.

The Depository must furnish the minutes of the Depository's board of directors or loan committee to the District.

- C. If the Depository elects to give both a corporate surety bond and to pledge approved securities, the corporate surety bond and pledged approved securities must be in an aggregate amount that, together with applicable Federal Deposit Insurance Corporation insurance, will adequately protect the total amount of District funds on deposit with the Depository from day to day. The provisions of A, above, permitting the amount of the corporate surety bond to rise or fall from day to day, and all the provisions of B, above, relating to the amount and conditions of pledge of approved securities, including but not limited to substitution and conditions of pledge, apply to the election permitted by this paragraph C.
- D. The Depository agrees to cover by corporate surety bond, pledge of approved securities, or both an amount that is equal to funds anticipated to be on deposit from day to day, which is estimated not to exceed \$ 10,000,000 . The amount of collateral will be calculated in accordance with the Texas Government Code, Chapter 2257, Collateral for Public Funds Act.
- E. After the beginning date of this contract if the amount of deposit exceeds that which is initially covered by corporate surety bond, pledged approved securities, and FDIC insurance, the amount covered will be increased, and original and valid safekeeping or trust receipts of the additional securities, increased corporate surety bond, or both will be provided in accordance with the TEC and Texas Education Agency rules.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 28, 2021

Subject: 2021-2022 Budget Adoption

Administrator Responsible/Position:

**A. Purpose of Agenda Item:**

Action needed

Information only

Receive input

**B. Authority for This Action:**

Local Policy

Board Policy CE Legal

Law or Rule

N/A

**C. Goal or Need Addressed:**

**D. Summary:**

Previous board action relating to this item – Board adopted the 2020-2021 budget on June 22, 2020.

Background information – The Texas Education Code (TEC) and the Texas Education Agency (TEA) require that the Official district budget be adopted at the fund and function level and must include the General Fund, Debt Service Fund, and Food Service Fund. The attached budget meets the requirements of the Texas Education Code.

The 83rd Legislative Session, under HB 5, amended Section 29.081 of the Texas Education Code (TEC). The amendment requires school districts to separately budget sufficient state compensatory education funds and any other funding necessary to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactorily on an EOC assessment instrument required for graduation. State compensatory education funds cannot be budgeted “for any other purpose until the district adopts a budget to support additional accelerated instruction”.

In order to meet the requirements of HB 5, staff is requesting specific Board approval of \$(TBD), which has been included in the existing budget requests, however, needs to be segregated and identified by Board action. These funds will be used to support the following student accelerated instructional practices and interventions: summer school, end of course (EOC) review sessions, and educational resources to support accelerated instruction.

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other – Budget workshop(s)

**F. Administrative Recommendation:**

The administration recommends approval of the 2021-2022 General Fund, Debt Service Fund, and Food Service Fund budgets and approval of the 2021-2022 budget for additional accelerated instruction pursuant to HB 5 requirements.

**G. Fiscal Impact and Cost:**

Budget

Bond

Amount: Attached

Grant/Special Funds

Other \_\_\_\_\_

**H. Suggested Motion:**

I move that the Board approve the 2021-2022 budget as presented.

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

**Date:** June 28, 2021

**Subject:** 2021-2022 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 DEA/DEAA/DEAB                       Law or Rule                       N/A

**C. Goal or Need Addressed:** Consideration and possible approval of Hays CISD Employee Compensation Plan for 2021-2022 in June.

**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 = 3% increase
- Professionals/Auxiliary/Paraprofessionals = 3% 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. Comments Received:**

Cabinet                       DLT                       FBOC                       Teacher Org. Reps.                       Other

**F. Administrative Recommendation:** Administration recommends adoption of the compensation plan, as presented.

**G. Fiscal Impact and Cost: Amount:** See 21-22 proposed budget (based on approved percentage increase)

Budget                       Bond                       Grant/Special Funds                       Other \_\_\_\_\_

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

Future/Ongoing -

**H. 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 -

**I. Suggested Motion:**

I move that the Board adopt the 2021-2022 compensation plan as presented.

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

Date: June 28, 2021

Subject: Consideration and possible adoption of Local Policy Revision –EIC (LOCAL) Academic Achievement Class Ranking

Administrator Responsible/Position: Sami Kinsey, Deputy Academic Officer

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action**

Local Policy (EIC LOCAL)                       Law or Rule                       N/A

**C. Goal or Need Addressed:** The goal of EIC (LOCAL) is to address the calculation of GPA for Class Rank.

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

**Background information** –EIC LOCAL addresses the calculation of GPA for class rank, we seek to adjust our current policy to reduce disparities in calculation of weighted GPA for Class Rank and in the reporting of unweighted GPA

The Administrative Procedure E7 is submitted for board information only. The Board does not adopt administrative procedures.

**E. Scope of Options Reviewed:**

**Reasons for rejecting alternatives** – Not having a policy that aligns with practice needs to be addressed.

**F. Comments Received:**

Cabinet                       DLT                       FBOC                       Teacher Org. Reps.                       Other - Committee  
 From public -

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

**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** – Sami Kinsey, Deputy Academic Officer

**Evaluation method and time line** – GPA for Class Rank is calculated by our Student information system and monitored by campus and district administration

**Next report to the board** -

**I. Suggested Motion:**

I move that the Board adopt Local Policy Revision EIC(LOCAL) – Academic Achievement Class Ranking, as presented.

**Weighted Grading System**

The District shall use a weighted grading system to arrive at the grade point averages (GPA) to be used in determining valedictorian, salutatorian, and class ranking for high school students.

Classes shall be identified as follows:

1. Tier I Classes—classes designed to prepare students to take Advanced Placement (AP) exams and follow the guidelines prescribed by the College Board.
2. Tier II Classes—classes by curriculum design and instruction that present material at an accelerated rate and at a higher level than in regular classes.
3. Tier III Classes—classes by curriculum design and instruction for all students regardless of academic ability.
4. Tier IV Classes—classes that are developed locally for local credit, including modified Texas Essential Knowledge and Skills (TEKS) courses, for all students regardless of academic ability.

All semester grades, except those awarded for band, choir, drill team, cheerleading, athletics, and student aide, shall be used to compute class ranking.

Beginning with students entering grade 9 in the 2022-23 school year (2026 cohort), all semester grades for core (English, math, social studies and science) classes and languages other than English, as defined by the Texas Education Agency in TEC §74.12 shall be used to compute class ranking.

Numerical averages shall be posted to each student's permanent record.

**Valedictorian and Salutatorian**

The high school valedictorian and salutatorian shall be selected as follows:

1. Semester averages in all courses taken for high school credit except as noted above (including those taken in middle school), the average of the third nine-week grading period, and the average of the first six weeks of the final nine-week grading period of the spring semester of the senior year shall be considered when arriving at an average. The sum total of grade points divided by the total number of credits taken shall represent the GPA.

Beginning with students entering grade 9 in the 2022-23 school year (2026 cohort), all semester grades for core (English, math, social studies and science) classes and languages other than English, as defined by the Texas Education Agency in TEC §74.12 along with the averages of those classes from

the third nine-week grading period and the first six weeks of the final nine-week grading period of the spring semester of the senior year shall be considered when arriving at an average. The sum total of grade points in core and LOTE classes divided by the total number of those credits taken shall represent the GPA.

2. To be eligible for valedictorian or salutatorian honors at a high school, a student must have been continuously enrolled in the high school for two years preceding graduation and must have completed the Recommended Program or the Advanced/Distinguished Achievement Program for graduation.

**Live Oak Academy**

Live Oak Academy shall not identify a valedictorian or salutatorian but shall award an honors designation to the graduating senior with the highest GPA as determined in May of each year. Only a student who has been enrolled for 85 days at Live Oak Academy and who enrolled before the first day of the school year shall be eligible as an honors graduate.

DRAFT



# Administrative Procedures

E – Instruction No. 7	E7
Page 1 of 14	Attachment(s): None
Revised June 2021	

## **STUDENT GRADE POINT AVERAGES AND CLASS RANK**

The district uses a weighted grading system to arrive at the student's grade point average (GPA) to be used in determining valedictorian, salutatorian, and class ranking for high school students. Student GPAs are calculated on a weighted 4.0 scale. During the school year, class ranking will be made available to students enrolled in each high school during the junior and senior year at the beginning of the year and at mid-year. Sophomores will be ranked for the first time mid-year of the sophomore year. Freshman class students are not ranked. Starting in 2021-22, all Pre-AP courses will be named Advanced due to the trademark of Pre-AP with College Board. The course rigor will be the same; only the name will change.

### **WEIGHTED GRADING SYSTEM AND CLASS RANK**

The district shall use a weighted grading system to arrive at the grade point averages (GPA) to be used in determining valedictorian, salutatorian, and class ranking for high school students.

**Tier I** – Tier I courses are designed to prepare students to take Advanced Placement exams and follow the guidelines prescribed by the College Board. Students can earn college credit depending on the score of the AP exam and the receiving university. **Tier I courses carry a 6.0 weight.**

**Tier II**- Tier II courses include Pre-Advanced Placement, TEA identified and district identified advanced courses. The curriculum design and instruction present material at an accelerated rate and at a higher level than in grade level classes. In accordance with our University of Texas co-enrollment agreement, UT OnRamps Courses are on the Tier II scale and receive Advanced (formerly Pre-AP) Credit. The college credit will be posted on the UT Transcript. The student can decide to count the grade on the UT Transcript or have posted a P or F. **Tier II courses carry a 5.0 weight.**

**Tier II DC** - Tier II DC (Dual Credit) courses include dual credit courses taken either on the high school campus or college campus and count for both high school and college credit. The curriculum in these courses meets the TEA identified standards and college standards, so the student is enrolled in both the high school course and the college course at the same time. Hays CISD has an agreement with Austin Community College for students starting in 9<sup>th</sup> grade and are college ready, can enroll in ACC classes. Tier II DC courses carry a **5.0 weight** for A, B, and C grades received from colleges. Hays CISD does not recognize nor post a D, F, or W grades. College grades come from Austin Community College in Alpha Form. \*The grade conversion for the dual credit grades are: A= 95, B=85, C=75 (refer to page 3 of this section).

**Tier III**- Tier III courses include grade level TEKS courses. The curriculum design and instruction are for all students regardless of academic ability. **Tier III courses carry a 4.0 weight.**

**Tier IV**-Tier IV courses are developed locally for all students regardless of academic ability. **Tier IV courses carry a 3.0 weight**



# Administrative Procedures

## Courses Weighted for Class Rank

Tier II 5.0	
English 1 Pre AP (Advanced)	English 2 Pre AP (Advanced)
Algebra I Pre-AP(Advanced)	Algebra 2 Pre-AP (Advanced)
Geometry Pre-AP (Advanced)	Precalculus Pre-AP(Advanced)
Calculus: Independent Study Math	Chemistry I Pre-AP (Advanced)
Biology I Pre-AP(Advanced)	Anatomy and Physiology
World Geography Pre-AP(Advanced)	French 3 Pre-AP(Advanced)
Spanish 3 Pre-AP (Advanced)	ASL 4 (Advanced)
German 3 Pre-AP (Advanced)	UT On Ramps ELA
Advanced Computer Programming	UT On Ramps Pre-Calculus
UT On Ramps Statistics	PLTW – Engineering, Design, Development
UT On Ramps US History	Computer Science III
<b>Dual Credit:</b> Credits earned through dual credit programs with colleges and universities with whom the district has articulation agreements shall be used to calculate class rank as Tier II DC courses. *Grades based on A, B, or C shall be posted. No grades of W, D, or F are posted	
English Comp.—ENGL 1301, 1302	Spanish—SPAN 1411, 1412
Intro to Sociology—SOC1 2301	Brit. Lit—ENGL 2322
Intro to Psychology—PSYC 2301	Biology—BIOL 2101, 2102, 2304, 2305
Intro to Computing—COSC 1302	Strategies for Learning—EDUC 1300
Mexican Am. Studies—HUMA 1305	African Am. History—HIST 1643
Music Appreciation—MUSC 1306	Intro to Speech Comm—SPCH 1311
Humanities-HUMA 1302	U.S. History—HIST 1302
Environmental Systems—ENVR 1301	*Refer to Dual Credit in Course Guide

Tier I ADVANCED PLACEMENT 6.0	
English 3 AP	English 4 AP
Calculus AB AP	Calculus BC AP
Biology 2 AP	Chemistry 2 AP
Physics B 2 AP	Physics C 2 AP
Environmental Science AP	Psychology AP
US History AP	US Government AP
Economics AP	Computer Science Prin. AP
Computer Science A AP	Statistics AP
Human Geography AP	Music Theory AP
Art History AP	Studio Art AP
Spanish 4 AP	Spanish 5 AP
AP Research (Capstone)	AP Seminar(Capstone)
French 4 AP	French 5
German 4 AP	European History AP



# Administrative Procedures

All semester grades, except those awarded for band, choir, drill team, cheerleading, athletics, and student aide, shall be used to compute class ranking. Class rank is based on students' GPA using grades for each semester, except for the final senior rank. Class rank for seniors is frozen at the end of the 6<sup>th</sup> week of the 4<sup>th</sup> nine-week grading period. Dual credit grades are not counted into the final freeze for seniors, as Dual Credit teachers have not completed their grade posting. Freshman class students are not ranked.

## **HIGH SCHOOL GRADES FOR DUAL CREDIT COURSES**

As a part of the ACC Data Sharing Agreement, ACC provides student grades to the district high school campuses within approximately two weeks after they are posted to the ACC transcript. Because students enrolled in dual credit classes are both high school and college students, they have had the option to release their college grades to the high school (FERPA.) Beginning in the fall of 2014-15 and thereafter, Hays CISD will require students enrolled in any dual credit course, regardless of the campus location, to release their grades to the district in order to grant the high school credit for the course.

Dual credit grades will be calculated into the student's GPA and counted towards class rank beginning with the junior class of 2014-15 and thereafter at a Tier II-DC scale. The senior class of 2014-15 (graduating class of 2015) will not have dual credit grades weighted or calculated into GPA and rank. However, they will be required to release grades to the district. To earn the high school credit, the student must earn an A, B or C.

Beginning with students entering grade 11 in the 2014-2015 school year, the scale below indicates the grade point value of the dual credit grades earned. In alignment with Administrative Procedure E-5 (Transfer grades for Dual Credit courses), the following grades will be given for the A, B, and C awarded through ACC. No grade points are earned for grades of D, W, or F in dual credit courses. The D, W, or F is also not recorded on the student's transcript nor counted as an attempt in calculation of GPA and class rank. Because the district continues to add Dual Credit Courses, they are listed each year in the HS Course Guide, which is posted to the Hays CISD Curriculum and Instruction webpage.

Dual Credit grade	Hays CISD Dual Credit Tier II-DC Grade Point Scale	
A	95	5.0
B	85	4.0
C	75	3.0
D	Grade is not recorded on student's transcript, nor counted as an attempt in calculation of GPA and class rank	
F , W (Withdrawn)	Grade is not recorded on student's transcript, nor counted as an attempt in calculation of GPA and class rank	

If a student withdraws or does not pass the dual credit class on the Hays CISD campus, the student will be scheduled into a high school class so the student can complete the course for graduation credit. Concurrent (or co-enrollment) college enrollment courses taken on the Hays CISD campuses will not be calculated into GPA or rank and will not be posted to the high school *Academic Achievement Record*.



# Administrative Procedures

## **GRADE POINT AVERAGE (GPA)**

Grade Point Average (GPA) is calculated for all students (9-12) at the end of every semester. The accompanying scale indicates the grade point value of the grades earned. No grade points are earned for semester grades of 69 or below.

GRADE	GRADE POINT SCALE				
	Tier IV	Tier III	Tier II	*Tier II DC	Tier I
100	3.0	4.0	5.0		6.0
99	2.9	3.9	4.9		5.9
98	2.8	3.8	4.8		5.8
97	2.7	3.7	4.7		5.7
96	2.6	3.6	4.6		5.6
95	2.5	3.5	4.5	A-5.0	5.5
94	2.4	3.4	4.4		5.4
93	2.3	3.3	4.3		5.3
92	2.2	3.2	4.2		5.2
91	2.1	3.1	4.1		5.1
90	2.0	3.0	4.0		5.0
89	1.9	2.9	3.9		4.9
88	1.8	2.8	3.8		4.8
87	1.7	2.7	3.7		4.7
86	1.6	2.6	3.6		4.6
85	1.5	2.5	3.5	B-4.0	4.5
84	1.4	2.4	3.4		4.4
83	1.3	2.3	3.3		4.3
82	1.2	2.2	3.2		4.2
81	1.1	2.1	3.1		4.1
80	1.0	2.0	3.0		4.0
79	.9	1.9	2.9		3.9
78	.8	1.8	2.8		3.8
77	.7	1.7	2.7		3.7
76	.6	1.6	2.6		3.6
75	.5	1.5	2.5	C-3.0	3.5
74	.4	1.4	2.4		3.4
73	.3	1.3	2.3		3.3
72	.2	1.2	2.2		3.2
71	.1	1.1	2.1		3.1
70	.1	1.0	2.0		3.0

69 and below receive no grade points



# Administrative Procedures

## **CLASS RANK**

At the beginning of each year, a current ranking of the senior class will be made available by the last day of the 3<sup>rd</sup> week of school. Junior class rank will be made available no later than the last day of the 6<sup>th</sup> week of school. Junior and Senior class rank is based on the student's GPA using each semester grade recorded on the student's transcript, including any summer school credits or credits earned in the summer of the preceding school year. Rank for *new to district* seniors, who are not included in the first senior class rank of the school year, will be added through a comparative rank based on transfer grades, coursework and credits from the student's Academic Achievement Record. The grades of spring 2020 will not be calculated into rank, as all student received a P for passing those courses, as approved by the Board.

Mid-year, class rank will be made available to seniors by the end of the 3<sup>rd</sup> week of the Spring semester. Junior and sophomore class rank will be made available to students no later than the 6<sup>th</sup> week of the Spring semester. This ranking will be the first for sophomore class students.

Final Junior Class Rank – At the end of each year during the month of June, a final Junior class rank will be calculated and applied to transcripts for access through the Texas Records Exchange (TREx) prior to the July 1 application window of state universities.

## **CLASS RANK VERIFICATION PROCESS**

In order to be as accurate as possible in the calculation of GPA and class rank, the campus administration, Registrar, and counseling staff go through the following verification process:

1. Ensure that all new-to-district students are entered into the student management database with verified grades and courses.
2. *New to the district* seniors, who are not included in the first rank of the new school year, will be included in a comparative rank based on transcripts with transfer grades and credits from the student's Academic Achievement Record.
3. The *GPA Recalculation Report* will be verified by the transferring student's counselor or Academic Dean in order to address any inconsistencies in transferred course credits or weighting.
4. Award all credits earned from recovery programs, summer school, night school, virtual school, dual credit courses, etc. for each student. Clear all incompletes and blank grade placeholders.
5. Ensure each student's grade level classification is correct based upon course credits earned.

When this process is complete, an initial rank is tabulated. Counselors and/or the Academic Dean will verify the accuracy of transcripts for the top 10-15% of the senior class and then randomly check transcripts from each quartile to verify the accuracy of course, credit and GPA data.

When the counselors and/or the Academic Dean have verified all transcript information and course weighting is complete and accurate, they will submit the *preliminary* ranking to the principal/or designee at the high school.

The principal or designee of the high school verifies that all grade point averages are complete and accurate and by signing the verification document and submitting it to the Superintendent of Schools. Class rank is then published to students.



# Administrative Procedures

## **CLASS RANK CALCULATION**

Semester averages in all courses taken for high school credit (including those HS courses taken for credit in middle school) except noted in exclusions shall be considered in arriving at a final average. Class rank for seniors is frozen at the end of the 6<sup>th</sup> week of the 4<sup>th</sup> nine-week grading period and will include all semester averages, the average of the third nine-weeks grading period, and the average of the first six weeks of the final nine-week grading period. Attempts are equal to the potential credits of the subject divided by the number of terms. Valedictorian and Salutatorian honors at Hays High School and Lehman High School shall be awarded according to Legal and Local Policies and Administrative Procedure E6. Live Oak Academy shall not identify a valedictorian or salutatorian but shall designate the graduating senior with the highest GPA as the Honor Graduate.

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# Administrative Procedures

## **IN CASE OF A TIE**

In case of a tie for the highest ranking graduate in weighted numerical grade averages, the District shall apply the following methods, in this order, to determine recognition as valedictorian or salutatorian:

1. Compute the weighted numerical grade average to a sufficient number of decimal places until tie is broken.
2. Compare the number of weighted courses taken by each student involved in the tie.
3. Calculate a weighted numerical grade average only using eligible grades earned in English, mathematics, science, social studies, and languages other than English.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

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# Administrative Procedures

E – Instruction No. 7	E7
Page 1 of 5	Attachment(s): None
Revised June 2021	

## STUDENT GRADE POINT AVERAGES AND CLASS RANK— Beginning with Cohort of 2026 (Ninth grade in 2022-23)

The district uses a weighted grading system to arrive at the student’s grade point average (GPA) to be used in determining valedictorian, salutatorian, and class ranking for high school students. Student GPAs are calculated on a weighted 4.0 scale. During the school year, class ranking will be made available to students enrolled in each high school during the junior and senior year at the beginning of the year and at mid-year. Sophomores will be ranked for the first time mid-year of the sophomore year. Freshman class students are not ranked.

### WEIGHTED GRADING SYSTEM AND CLASS RANK

The district shall use a weighted grading system to arrive at the grade point averages (GPA) to be used in determining valedictorian, salutatorian, and class ranking for high school students.

**Tier I** – Tier I courses are designed to prepare students to take Advanced Placement exams and follow the guidelines prescribed by the College Board. Students can earn college credit depending on the score of the AP exam and the receiving university. **Tier I courses carry a 5.0 weight.**

**Tier II**- Tier II courses include Advanced (formerly Pre-AP), TEA identified and district identified advanced courses. The curriculum design and instruction present material at an accelerated rate and at a higher level than in grade level classes. High school grades for UT OnRamps Courses are included on the Tier II scale. The college credit will be posted on the UT Transcript. The student can decide to count the grade on the UT Transcript or have posted a P or F. **Tier II courses carry a 4.5 weight.**

**Tier II DC** - Tier II DC (Dual Credit) courses include dual credit courses taken either on the high school campus or college campus and count for both high school and college credit. The curriculum in these courses meets the TEA identified standards and college standards, so the student is enrolled in both the high school course and the college course at the same time. Hays CISD has an agreement with Austin Community College for students starting in 9<sup>th</sup> grade and are college ready, can enroll in ACC classes. Tier II DC courses carry a **4.5 weight** for A, B, and C grades received from colleges. Hays CISD does not recognize nor post a D, F, or W grades. College grades come from Austin Community College in Alpha Form. \*The grade conversion for the dual credit grades are: A= 95, B=85, C=75 (refer to page 10 of this section).

**Tier III**- Tier III courses include grade level TEKS courses. The curriculum design and instruction are for all students regardless of academic ability. **Tier III courses carry a 4.0 weight.**

**Tier IV**-Tier IV courses are developed locally for all students regardless of academic ability. **Tier IV courses carry a 3.0 weight**



# Administrative Procedures

## Courses Weighted for Class Rank

Tier II 4.5	
English 1 Pre AP (Advanced)	English 2 Pre AP (Advanced)
Algebra I Pre-AP(Advanced)	Algebra 2 Pre-AP (Advanced)
Geometry Pre-AP (Advanced)	Precalculus Pre-AP(Advanced)
Calculus: Independent Study Math	Chemistry I Pre-AP (Advanced)
Biology I Pre-AP(Advanced)	Anatomy and Physiology
World Geography Pre-AP(Advanced)	French 3 Pre-AP(Advanced)
Spanish 3 Pre-AP (Advanced)	ASL 4 (Advanced)
German 3 Pre-AP (Advanced)	UT On Ramps ELA
Advanced Computer Programming	UT On Ramps Pre-Calculus
UT On Ramps Statistics	PLTW – Engineering, Design, Development
UT On Ramps US History	Computer Science III
<b>Dual Credit:</b> Credits earned through dual credit programs with colleges and universities with whom the district has articulation agreements shall be used to calculate class rank as Tier II DC courses. *Grades based on A, B, or C shall be posted. No grades of W, D, or F are posted	
English Comp.—ENGL 1301, 1302	Spanish—SPAN 1411, 1412
Intro to Sociology—SOC1 2301	Brit. Lit—ENGL 2322
Intro to Psychology—PSYC 2301	Biology—BIOL 2101, 2102, 2304, 2305
Intro to Computing—COSC 1302	Strategies for Learning—EDUC 1300
Mexican Am. Studies—HUMA 1305	African Am. History—HIST 1643
Music Appreciation—MUSC 1306	Intro to Speech Comm—SPCH 1311
Humanities-HUMA 1302	U.S. History—HIST 1302
Environmental Systems—ENVR 1301	*Refer to Dual Credit in Course Guide

Tier I ADVANCED PLACEMENT 5.0	
English 3 AP	English 4 AP
Calculus AB AP	Calculus BC AP
Biology 2 AP	Chemistry 2 AP
Physics B 2 AP	Physics C 2 AP
Environmental Science AP	Psychology AP
US History AP	US Government AP
Economics AP	Computer Science Prin. AP
Computer Science A AP	Statistics AP
Human Geography AP	European History AP
Spanish 4 AP	Spanish 5 AP
French 4 AP	French 5
German 4 AP	



# Administrative Procedures

Beginning with students entering grade 9 in the 2022-23 school year (2026 cohort), all semester grades for core (English, math, social studies and science) classes and languages other than English, as defined by the Texas Education Agency in TEC §74.12 shall be used to compute class ranking. Class rank is based on students' GPA using grades for each semester, except for the final senior rank. Class rank for seniors is frozen at the end of the 6<sup>th</sup> week of the 4<sup>th</sup> nine-week grading period. Dual credit grades are not counted into the final freeze for seniors, as Dual Credit teachers have not completed their grade posting. Freshman class students are not ranked.

## **HIGH SCHOOL GRADES FOR DUAL CREDIT COURSES**

As a part of the ACC Data Sharing Agreement, ACC provides student grades to the district high school campuses within approximately two weeks after they are posted to the ACC transcript. Because students enrolled in dual credit classes are both high school and college students, they have had the option to release their college grades to the high school (FERPA.) Beginning in the fall of 2014-15 and thereafter, Hays CISD will require students enrolled in any dual credit course, regardless of the campus location, to release their grades to the district in order to grant the high school credit for the course.

Dual credit grades will be calculated into the student's GPA and counted towards class rank beginning with the junior class of 2014-15 and thereafter at a Tier II-DC scale. To earn the high school credit, the student must earn an A, B or C.

Beginning with students entering grade 9 in the 2022-23 school year (2026 cohort), the scale below indicates the grade point value of the dual credit grades earned. In alignment with Administrative Procedure E-5 (Transfer grades for Dual Credit courses), the following grades will be given for the A, B, and C awarded through ACC. No grade points are earned for grades of D, W, or F in dual credit courses. The D, W, or F is also not recorded on the student's transcript nor counted as an attempt in calculation of GPA and class rank. Because the district continues to add Dual Credit Courses, they are listed each year in the HS Course Guide, which is posted to the Hays CISD Curriculum and Instruction webpage.

Dual Credit grade	Hays CISD Dual Credit Tier II-DC Grade Point Scale
A	95 4.5
B	85 3.5
C	75 2.5
D	Grade is not recorded on student's transcript, nor counted as an attempt in calculation of GPA and class rank
F, W (Withdrawn)	Grade is not recorded on student's transcript, nor counted as an attempt in calculation of GPA and class rank



# Administrative Procedures

be scheduled into a high school class so the student can complete the course for graduation credit. Concurrent (or co-enrollment) college enrollment courses taken on the Hays CISD campuses will not be calculated into GPA or rank and will not be posted to the high school *Academic Achievement Record*.

## **GRADE POINT AVERAGE (GPA)**

Grade Point Average (GPA) is calculated for all students (9-12) at the end of every semester. The accompanying scale indicates the grade point value of the grades earned. No grade points are earned for semester grades of 69 or below.

Numerical Grade	Tier I (AP)	Tier II (Advanced/DC. OnRamps)	Tier III On-Level and Unweighted	Tier IV Locally Developed
97-100	5.0	4.5	4.0	3.5
93-96	5.0	4.5	4.0	3.5
90-92	4.7	4.2	3.7	3.2
87-89	4.3	3.8	3.3	2.8
83-86	4.0	3.5	3.0	2.5
80-82	3.7	3.2	2.7	2.2
77-79	3.3	2.8	2.3	1.8
73-76	3.0	2.5	2.0	1.5
70-72	2.7	2.2	1.7	1.2
67-69*	2.3	1.8	1.3	0.8
65-66*	2.0	1.5	1.0	0.5
Below 65	0.0	0.0	0.0	0.0

\*Only calculated for year-long average if average of first and second semesters is above a numerical grade of 70.



# Administrative Procedures

## **CLASS RANK**

At the beginning of each year, a current ranking of the senior class will be made available by the last day of the 3<sup>rd</sup> week of school. Junior class rank will be made available no later than the last day of the 6<sup>th</sup> week of school. Junior and Senior class rank is based on the student's GPA using each semester grade recorded on the student's transcript, including any summer school credits or credits earned in the summer of the preceding school year. Rank for *new to district* seniors, who are not included in the first senior class rank of the school year, will be added through a comparative rank based on transfer grades, coursework and credits from the student's Academic Achievement Record.

Mid-year, class rank will be made available to seniors by the end of the 3<sup>rd</sup> week of the Spring semester. Junior and sophomore class rank will be made available to students no later than the 6<sup>th</sup> week of the Spring semester. This ranking will be the first for sophomore class students.

Final Junior Class Rank – At the end of each year during the month of June, a final Junior class rank will be calculated and applied to transcripts for access through the Texas Records Exchange (TREx) prior to the July 1 application window of state universities.

## **CLASS RANK VERIFICATION PROCESS**

In order to be as accurate as possible in the calculation of GPA and class rank, the campus administration, Registrar, and counseling staff go through the following verification process:

1. Ensure that all new-to-district students are entered into the student management database with verified grades and courses.
2. *New to the district* seniors, who are not included in the first rank of the new school year, will be included in a comparative rank based on transcripts with transfer grades and credits from the student's Academic Achievement Record.
3. The *GPA Recalculation Report* will be verified by the transferring student's counselor or Academic Dean in order to address any inconsistencies in transferred course credits or weighting.
4. Award all credits earned from recovery programs, summer school, night school, virtual school, dual credit courses, etc. for each student. Clear all incompletes and blank grade placeholders.
5. Ensure each student's grade level classification is correct based upon course credits earned.

When this process is complete, an initial rank is tabulated. Counselors and/or the Academic Dean will verify the accuracy of transcripts for the top 10-15% of the senior class and then randomly check transcripts from each quartile to verify the accuracy of course, credit and GPA data.

When the counselors and/or the Academic Dean have verified all transcript information and course weighting is complete and accurate, they will submit the *preliminary* ranking to the principal/or designee at the high school.

The principal or designee of the high school verifies that all grade point averages are complete and accurate and by signing the verification document and submitting it to the Superintendent of Schools. Class rank is then published to students.



# Administrative Procedures

## **CLASS RANK CALCULATION**

Beginning with students entering grade 9 in the 2022-23 school year (2026 cohort), all semester grades for core (English, math, social studies and science) classes and languages other than English, as defined by the Texas Education Agency in TEC §74.12 shall be used to compute class ranking. Class rank for seniors is frozen at the end of the 6<sup>th</sup> week of the 4<sup>th</sup> nine-week grading period and will include all semester averages, the average of the third nine-weeks grading period, and the average of the first six weeks of the final nine-week grading period. Attempts are equal to the potential credits of the subject divided by the number of terms. Valedictorian and Salutatorian honors at Hays High School, Lehman High School, and Johnson High School shall be awarded according to Legal and Local Policies and Administrative Procedure E6. Live Oak Academy shall not identify a valedictorian or salutatorian but shall designate the graduating senior with the highest GPA as the Honor Graduate.

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# Administrative Procedures

## **IN CASE OF A TIE**

In case of a tie for the highest ranking graduate in weighted numerical grade averages, the District shall apply the following methods, in this order, to determine recognition as valedictorian or salutatorian:

1. Compute the weighted numerical grade average to a sufficient number of decimal places until tie is broken.
2. Compare the number of weighted courses taken by each student involved in the tie.

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

Attachments	
Form Number: None	Form Name:
References: Board Policies EIC (LEGAL) and (LOCAL) and EIF (LEGAL) and (LOCAL) See these INDEX references for related procedures:	
Questions regarding this procedure should be addressed to (title, department, phone number): Chief Academic Officer, 21003 IH 35, Kyle, Texas 78640, 512/268-2141 ext. 6057	
Approved: Marivel Sedillo, Chief Academic Officer	Date: June 2021

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 28, 2021

Subject: 2021 Bond – Bid Package #2 Guaranteed Maximum Price (GMP) for Renovations at Four Campuses

Administrator Responsible/Position: Max Cleaver, Chief Operations 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:**

Provide cost-effective, timely facilities.

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information:

The 2021 Bond Bid Package #2 includes renovations and additions to Barton Middle School (BMS), Dahlstrom Middle School (DMS), McCormick Middle School (MMS), and Elm Grove Elementary School (EGES).

On May 28, 2019 the Board approved a reimbursement resolution for design work related to a future, potential 2020 Bond. In October 2019, the Board assigned select 2020 Bond Projects to O'Connell Robertson (OCR) including DMS, MMS, BMS, and EGES. Design work stopped in May 2020, at approximately 50% Design Development (DD), when the funding from the reimbursement resolution was spent.

In December 2020 The Board approved another reimbursement resolution to continue the design work on Bid Package #2 projects.

During the pandemic shut-down, staff provided the Board with written updates to stay informed of project progress. Staff shared that it would require flexibility as we re-engaged the Board for design approval.

At the FBOC meeting on February 4, 2021, OCR presented the design work-to-date for Bid Package #2 projects.

Prior to the presentation, staff reviewed the designs with the Committee Chair and Co-chair to ensure they were aware of the project scope.

On March 1, 2021 (delayed from February 22, 2021) the Board approved the plans to-date and authorized staff to proceed with construction documents.

The first week of June 2021, Bartlett Cocke received bids for Bid Package #2 projects and began the evaluation process.

The second week of June 2021, the Project Team developed the GMP letters contained in this agenda.

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: FBOC

F. **Administrative Recommendation:**  
 Consideration and approval of the GMP for Bid Package #2 projects.

G. **Fiscal Impact and Cost:**      **Amount: Estimated**  
 Budget                       Bond                       Grant/Special Funds                       Other

Bid Package #2 project accounting is summarized in the following tables:

BP 2: Four-Pack Renovations	ESTIMATED				
Estimated	BMS	DMS	EGES	MMS	Totals
Construction	\$5,533,426	\$14,740,377	\$10,044,309	\$7,900,877	\$38,218,990
Architect 7%	\$387,340	\$1,031,826	\$703,102	\$553,061	\$2,675,329
FFE 7%	\$387,340	\$1,031,826	\$703,102	\$553,061	\$2,675,329
Infrastructure and Fees 3%	\$202,442	\$539,282	\$367,475	\$289,056	\$1,398,256
Project Contingency	\$237,532	\$632,758	\$431,170	\$339,160	\$1,640,620
Totals	\$6,748,081	\$17,976,070	\$12,249,157	\$9,635,216	\$46,608,524

BP 2: Four-Pack Renovations	ACTUAL				
Actual	BMS	DMS	EGES	MMS	Totals
Construction - GMP	\$5,395,441	\$15,383,436	\$9,922,953	\$7,858,749	<b>\$38,560,579</b>
Architect 7%	\$377,681	\$1,076,841	\$694,607	\$550,112	\$2,699,241
FFE 7%	\$377,681	\$1,076,841	\$694,607	\$550,112	\$2,699,241
Infrastructure and Fees 3%	\$202,442	\$539,282	\$367,475	\$289,056	\$1,398,256
Project Contingency	\$394,836	-\$100,329	\$569,516	\$387,186	\$1,251,208
Totals	\$6,748,081	\$17,976,070	\$12,249,157	\$9,635,216	\$46,608,524

**Prior Year Spending** – not applicable

**Future/Ongoing** – not applicable

H. **Monitoring and Reporting TimeLine:**  
 Person responsible for evaluating this decision or action: Mike Garcia, Director of Construction and Planning

**Evaluation method and time line -**

**Next report to the board -**

I. **Suggested Motion:**  
 I move the Board approve the GMP for Bid Package #2, as designed by O’Connell-Robertson Architects, and submitted by Bartlett Cocke, in the amount of \$38,560,579, as presented.



June 14, 2021

Mr. Max Cleaver
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, Texas 78640

Re: Guaranteed Maximum Price for the Hays CISD Barton Middle School

Dear Mr. Cleaver:

Bartlett Cocke General Contractors advertised for, and received Subcontractor and Supplier proposals for the 100% Construction Document set for the above-referenced project on June 1, 2021. Based on the receipt of proposals and subsequent analysis, we have assembled the Guaranteed Maximum Price (GMP) for the work included in this proposal package. We are pleased to offer for approval the following overall GMP:

Five Million Three Hundred Ninety-Five Thousand Four Hundred Forty-One Dollars (\$5,395,441.00)

Included In This GMP:

- CM Contingency
Owner Contingency
Post Bid Allowance..... \$60,000

Unit Prices Included In This GMP:

- None ..... \$0.00

Alternates Included In This GMP:

- None ..... \$0.00

Items Included In This GMP:

- Payment and Performance Bond.
Accepted Cost Value Options.
Construction Manager Fee.
General Conditions Costs.
BCLP Self-Perform Bid Items per May 31, 2021 letter.
Subcontracted Cost-of-Work Items.
Payroll Taxes, Insurance, and other Costs.
Prevailing Wages and Benefits per Documents.
All construction work per Plans, Specifications and Addendums, unless specifically noted or excluded below.

Items Excluded From This GMP:

- Sales tax.
Testing and inspections.
Impact / Use / Development / Consultant / Jurisdictional / Agency fees.
Environmental surveys and hazardous material identification, handling and/or removal.
Adjustments, removal, or relocations to existing utilities, unless specifically shown or specified.

BARTLETT COCKE GENERAL CONTRACTORS

Building Better Lives

3330 CASEYBRIDGE COURT, AUSTIN, TEXAS 78704 TEL (512) 992-4223 FAX (512) 326-3990 website: www.bartlettcocke.com



- Sub-surface investigations, test probe holes, geo-technical testing, and hidden conditions costs.
- All items not shown or specified in the referenced Proposal Documents.
- Utility consumption costs, public utility applications, public utility construction costs and hookup fees.

**Clarifications and Assumptions:**

- Per clarifications and assumptions log.

**Proposal Documents:**

- Documents developed by O’Connell Robertson Architects:

100% Construction Documents.....	April 29, 2021
Addendum #1 .....	May 19, 2021
Addendum #2 .....	May 25, 2021

We have provided a GMP Summary for your assistance in preparing the Contract Amendment. At this time, we are requesting that you review and approve our GMP for the project in the above amounts. Upon approval, we will need a Contract Amendment to our Contract by the stated amounts and a Contract Notice to Proceed for this package. If you have any questions, please do not hesitate to call.

Sincerely,  
BARTLETT COCKE GENERAL CONTRACTORS

*Stefan Doerr*

Stefan Doerr  
Lead Estimator

- CC: HCISD – Mike Garcia  
O’Connell Robertson – Garrett Brown  
O’Connell Robertson – Erin Van Doren  
BCGC – Hans Schneider  
BCGC – Brandon Bates  
File

**BARTLETT COCKE GENERAL CONTRACTORS**



June 14, 2021

Mr. Max Cleaver
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, Texas 78640

Re: Guaranteed Maximum Price for the Hays CISD Dahlstrom Middle School

Dear Mr. Cleaver:

Bartlett Cocke General Contractors advertised for, and received Subcontractor and Supplier proposals for the 100% Construction Document set for the above-referenced project on June 3, 2021. Based on the receipt of proposals and subsequent analysis, we have assembled the Guaranteed Maximum Price (GMP) for the work included in this proposal package. We are pleased to offer for approval the following overall GMP:

Fifteen Million Three Hundred Eighty-Three Thousand Four Hundred Thirty-Six Dollars (\$15,383,436.00)

Included In This GMP:

- CM Contingency
Owner Contingency
Post Bid Allowance ..... \$120,000

Unit Prices Included In This GMP:

- None ..... \$0.00

Alternates Included In This GMP:

- None ..... \$0.00

Items Included In This GMP:

- Payment and Performance Bond.
Accepted Cost Value Options.
Construction Manager Fee.
General Conditions Costs.
BCLP Self-Perform Bid Items per June 2, 2021 letter.
Subcontracted Cost-of-Work Items.
Payroll Taxes, Insurance, and other Costs.
Prevailing Wages and Benefits per Documents.
All construction work per Plans, Specifications and Addendums, unless specifically noted or excluded below.

Items Excluded From This GMP:

- Sales tax.
Testing and inspections.
Impact / Use / Development / Consultant / Jurisdictional / Agency fees.
Environmental surveys and hazardous material identification, handling and/or removal.
Adjustments, removal, or relocations to existing utilities, unless specifically shown or specified.

BARTLETT COCKE GENERAL CONTRACTORS

Building Better Lives

3330 CASEYBRIDGE COURT, AUSTIN, TEXAS 78704 TEL (512) 326-4223 FAX (512) 326-3990 website: www.bartlettcocke.com



- Sub-surface investigations, test probe holes, geo-technical testing, and hidden conditions costs.
- All items not shown or specified in the referenced Proposal Documents.
- Utility consumption costs, public utility applications, public utility construction costs and hookup fees.

**Clarifications and Assumptions:**

- Per clarifications and assumptions log.

**Proposal Documents:**

- Documents developed by O’Connell Robertson Architects:

100% Construction Documents.....	April 29, 2021
Addendum #1 .....	May 20, 2021
Addendum #2 .....	May 27, 2021

We have provided a GMP Summary for your assistance in preparing the Contract Amendment. At this time, we are requesting that you review and approve our GMP for the project in the above amounts. Upon approval, we will need a Contract Amendment to our Contract by the stated amounts and a Contract Notice to Proceed for this package. If you have any questions, please do not hesitate to call.

Sincerely,  
BARTLETT COCKE GENERAL CONTRACTORS

*Stefan Doerr*

Stefan Doerr  
Lead Estimator

- CC: HCISD – Mike Garcia  
O’Connell Robertson – Garrett Brown  
O’Connell Robertson – Erin Van Doren  
BCGC – Hans Schneider  
BCGC – Brandon Bates  
File

**BARTLETT COCKE GENERAL CONTRACTORS**



June 14, 2021

Mr. Max Cleaver
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, Texas 78640

Re: Guaranteed Maximum Price for the Hays CISD Elm Grove Elementary School

Dear Mr. Cleaver:

Bartlett Cocke General Contractors advertised for, and received Subcontractor and Supplier proposals for the 100% Construction Document set for the above-referenced project on June 3, 2021. Based on the receipt of proposals and subsequent analysis, we have assembled the Guaranteed Maximum Price (GMP) for the work included in this proposal package. We are pleased to offer for approval the following overall GMP:

Nine Million Nine Hundred Twenty-Two Thousand Nine Hundred Fifty-Three Dollars (\$9,922,953.00)

Included In This GMP:

- CM Contingency
Owner Contingency
Temporary Access Road/Parking \$100,000
Post Bid Allowance \$160,000

Unit Prices Included In This GMP:

- None \$0.00

Alternates Included In This GMP:

- None \$0.00

Items Included In This GMP:

- Payment and Performance Bond.
Accepted Cost Value Options.
Construction Manager Fee.
General Conditions Costs.
BCLP Self-Perform Bid Items per June 2, 2021 letter.
Subcontracted Cost-of-Work Items.
Payroll Taxes, Insurance, and other Costs.
Prevailing Wages and Benefits per Documents.
All construction work per Plans, Specifications and Addendums, unless specifically noted or excluded below.

Items Excluded From This GMP:

- Sales tax.
Testing and inspections.
Impact / Use / Development / Consultant / Jurisdictional / Agency fees.
Environmental surveys and hazardous material identification, handling and/or removal.

BARTLETT COCKE GENERAL CONTRACTORS

Building Better Lives

3330 CASEYBRIDGE COURT, AUSTIN, TEXAS 78704 TEL (512) 326-4223 FAX (512) 326-3990 website: www.bartlettcocke.com



- Adjustments, removal, or relocations to existing utilities, unless specifically shown or specified.
- Sub-surface investigations, test probe holes, geo-technical testing, and hidden conditions costs.
- All items not shown or specified in the referenced Proposal Documents.
- Utility consumption costs, public utility applications, public utility construction costs and hookup fees.

**Clarifications and Assumptions:**

- Per clarifications and assumptions log.

**Proposal Documents:**

- Documents developed by O’Connell Robertson Architects:

100% Construction Documents.....	April 29, 2021
Addendum #1 .....	May 20, 2021
Addendum #2 .....	May 27, 2021

We have provided a GMP Summary for your assistance in preparing the Contract Amendment. At this time, we are requesting that you review and approve our GMP for the project in the above amounts. Upon approval, we will need a Contract Amendment to our Contract by the stated amounts and a Contract Notice to Proceed for this package. If you have any questions, please do not hesitate to call.

Sincerely,  
BARTLETT COCKE GENERAL CONTRACTORS

*Stefan Doerr*

Stefan Doerr  
Lead Estimator

- CC: HCISD – Mike Garcia  
O’Connell Robertson – Garrett Brown  
O’Connell Robertson – Erin Van Doren  
BCGC – Hans Schneider  
BCGC – Brandon Bates  
File

**BARTLETT COCKE GENERAL CONTRACTORS**



June 14, 2021

Mr. Max Cleaver
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, Texas 78640

Re: Guaranteed Maximum Price for the Hays CISD McCormick Middle School

Dear Mr. Cleaver:

Bartlett Cocke General Contractors advertised for, and received Subcontractor and Supplier proposals for the 100% Construction Document set for the above-referenced project on June 1, 2021. Based on the receipt of proposals and subsequent analysis, we have assembled the Guaranteed Maximum Price (GMP) for the work included in this proposal package. We are pleased to offer for approval the following overall GMP:

Seven Million Eight Hundred Fifty-Eight Thousand Seven Hundred Forty-Nine Dollars (\$7,858,749.00)

Included In This GMP:

- CM Contingency
Owner Contingency
Child Nutrition Services Allowance..... \$63,000
Post Bid Allowance ..... \$60,000

Unit Prices Included In This GMP:

- None ..... \$0.00

Alternates Included In This GMP:

- None ..... \$0.00

Items Included In This GMP:

- Payment and Performance Bond.
Accepted Cost Value Options.
Construction Manager Fee.
General Conditions Costs.
BCLP Self-Perform Bid Items per May 31, 2021 letter.
Subcontracted Cost-of-Work Items.
Payroll Taxes, Insurance, and other Costs.
Prevailing Wages and Benefits per Documents.
All construction work per Plans, Specifications and Addendums, unless specifically noted or excluded below.

Items Excluded From This GMP:

- Sales tax.
Testing and inspections.
Impact / Use / Development / Consultant / Jurisdictional / Agency fees.
Environmental surveys and hazardous material identification, handling and/or removal.

BARTLETT COCKE GENERAL CONTRACTORS

Building Better Lives



- Adjustments, removal, or relocations to existing utilities, unless specifically shown or specified.
- Sub-surface investigations, test probe holes, geo-technical testing, and hidden conditions costs.
- All items not shown or specified in the referenced Proposal Documents.
- Utility consumption costs, public utility applications, public utility construction costs and hookup fees.

**Clarifications and Assumptions:**

- Per clarifications and assumptions log.

**Proposal Documents:**

- Documents developed by O’Connell Robertson Architects:

100% Construction Documents.....	April 29, 2021
Addendum #1 .....	May 19, 2021
Addendum #2 .....	May 25, 2021

We have provided a GMP Summary for your assistance in preparing the Contract Amendment. At this time, we are requesting that you review and approve our GMP for the project in the above amounts. Upon approval, we will need a Contract Amendment to our Contract by the stated amounts and a Contract Notice to Proceed for this package. If you have any questions, please do not hesitate to call.

Sincerely,  
BARTLETT COCKE GENERAL CONTRACTORS

*Stefan Doerr*

Stefan Doerr  
Lead Estimator

- CC: HCISD – Mike Garcia  
O’Connell Robertson – Garrett Brown  
O’Connell Robertson – Erin Van Doren  
BCGC – Hans Schneider  
BCGC – Brandon Bates  
File

**BARTLETT COCKE GENERAL CONTRACTORS**

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: 2021 Bond– Bid Package #4 Flooring for Seven (7) Campuses

Administrator Responsible/Position: Max Cleaver – Chief Operations 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:**

Maintain District assets

**D. Summary:**

Previous board action relating to this item –

Future action anticipated –

Background information –

The purpose of this agenda is to procure flooring replacement services at seven campuses including Blanco Vista ES, Camino Real ES, Carpenter Hill ES, Science Hall ES, Pflugger ES, Hemphill ES, and Tobias ES. The 2021 Bond includes additional flooring replacement at other campuses not listed here which will be included with each individual campus project. This seven-school project, Bid Package #4, is for flooring only.

The scope of work at the first five campuses listed above is to replace the carpet in the library and administration area. The carpet will be replaced with carpet in the offices and library, and the carpet will be replaced with polished concrete in the high-traffic areas. At Science Hall ES, the vinyl tile in the corridors and classrooms will be replaced with polished concrete.

The scope of work at HES includes replacing the carpet in the library with carpet, replacing the gym floor with like materials, and replacing the vinyl tile in the corridors and classrooms with polished concrete.

The scope of work at Tobias is to replace the carpet in the library and administration area as described above, and to replace the gym floor with like materials.

On June 3, 2021, the Purchasing Department received bids from four contractors based on drawings provided by O'Connell Robertson. The bid tab is attached. Staff negotiated with the apparent low vendor to clarify scope and develop the proposal contained in this agenda item.

Staff anticipates completing as much of the flooring work as possible this summer, and will schedule the balance of the work as soon as possible.

**E. Scope of Options Reviewed:**

RFQ #18-052104JO

Flooring for Seven Campuses – BuyBoard Cooperative Contract # 642-21 – Carpet & Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding & Staining.

**Length of Contract (if applicable)** This is a one-year contract with two one-year options to renew through 05/31/2024



# Proposal Evaluation

RFQ #18-052104JO Flooring for Seven  
Campuses (Bond 2021)

RFP Date: 06/03/2021 2:00 P.M.

<b>Vendors</b>	
Ace Flooring	<b>NO BID</b>
Azteca Designs	<b>\$ 1,001,300.00</b>
Business Flooring (Concrete Work Only)	<b>\$ 87,562.16</b>
Flooring Resource	<b>\$ 648,199.97</b>
Gomez Flooring	<b>\$ 665,596.50</b>

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 06/28/2021

Subject: 2021 Bond: Bid Package #5 Playground Shade Structures

Administrator Responsible/Position: Max Cleaver – Chief Operations 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:**

Promote student safety

**D. Summary:**

Previous board action relating to this item –

Future action anticipated –

Background information –

The 2021 Bond contains provisions for the installation of 12 playground shade structures at 9 campuses as shown in the table below:

Campus	Quantity
CRES	2
EGES	1
HES	1
KES	1
NES	1
RPES	2
TES	1
TGES	1
CHES	2
Total Shade Structures	12

Staff received four proposals for the work, as shown in the attached tabulation.

TF Harper is the apparent qualified vendor at \$394,397.30.

TF Harper has completed several successful projects with the District.

**E. Scope of Options Reviewed:**

BID #18-052105VL Elementary School Shade Structures – Various Campuses

**F. Comments Received:**

Cabinet       DLT                       FBOC                       Teacher Org. Reps.       Other: Maintenance & Operations

**G. Administrative Recommendation:**

The administration recommends approval of Bid Package #5 – Playground Shade Structures.

- H. **Fiscal Impact and Cost: Total Amount: \$414,118**  
 Budget – General Operating Fund     Bond     Grant/Special Funds     Other \_\_\_\_\_

The project cost accounting is estimated in the following table:

Shade Structure Accounting	Budget Est.	At GMP
Construction (GMP \$394,398 + 5% Construction Contingency \$19,720)	\$424,952	\$414,118
Architect 4.5%	\$19,123	\$18,635
FFE	\$0	\$0
Infrastructure and Fees	\$12,749	\$12,749
Project Contingency	\$43,120	\$54,441
Totals	\$499,943	\$499,943

**Prior Year Spending** – \$76,055.59

**Future/Ongoing** – This procurement will be a one-time cost

- I. **Monitoring and Reporting Time Line:**  
**Person responsible for evaluating this decision or action** — Mike Garcia – Director of Construction & Planning  
**Evaluation method and time line** -  
**Next report to the board** -

- J. **Suggested Motion:**  
 I move that the Board approve a construction contract for 2021 Bond Bid Package #5: Playground Shade Structures with TF Harper for the turn-key installation of playground shade structures, in the amount of \$394,398, as presented.

RFP #18-052105VL - Elementary School Shade Structures - Various Campuses  
OPENS: 06-10-2021 @ 2:00 p.m.

	<b>Vendor 1</b>	<b>Vendor 2</b>	<b>Vendor 3</b>	<b>Vendor 4</b>	<b>Vendor 5</b>
	Fun Abounds	Kaplan	Lea Park & Play	Texas Library	TF Harper
<b>Lump Sum Price</b>	\$ 464,530.00	\$ 513,770.00	\$ 460,937.36	<b>NO BID</b>	\$ 394,397.30

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

**Date:** June 28, 2021

**Subject:** Rescission of Board Resolution dated March 16, 2020 regarding delegation authority to the Superintendent during the COVID-19 emergency

**Administrator Responsible/Position:** Vanessa Petrea, Board President

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       NA

**C. Goal or Need Addressed:**

Rescind the resolution delegating authority during the COVID-19 emergency.

**D. Summary:**

**Previous board action relating to this item –**

On March 16, 2020, the Board adopted a resolution delegating the Superintendent of Schools and his designee(s) to efficiently and effectively prepare Hays CISD in response to the declarations of emergency announced by the Governor of the State and the President of the United States.

**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;

**E. Administrative Recommendation**

The administration recommends the Board rescind the Board Resolution dated March 16, 2020 regarding delegation of authority to the Superintendent during the COVID-19 emergency, as presented.

**F. Fiscal Impact and Cost:**      Amount \$   N/A  

**G. Suggested Motion**

I move that the Board rescind the Board Resolution dated March 16, 2020 regarding delegation of authority to the Superintendent during the COVID-19 emergency, as presented.

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT REGARDING  
DELEGATION OF AUTHORITY DURING THE COVID-19 EMERGENCY**

**WHEREAS**, the Hays Consolidated Independent School District Board of Trustees (Board) recognizes that federal, state and local jurisdictions have declared an emergency regarding the potential spread of coronavirus/COVID-19 (hereafter "COVID-19") and that the territory included in Hays Consolidated Independent School District is within the areas where an emergency has been declared;

**WHEREAS**, 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;

**WHEREAS**, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

**WHEREAS**, 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;

**WHEREAS**, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so; and

**WHEREAS**, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

**IT IS THEREFORE RESOLVED THAT** the Board of Trustees of the Hays Consolidated Independent School District finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring 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.

In furtherance of the public purposes so stated in this Resolution, the Board of Trustees of the Hays Consolidated Independent School District makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by federal, state and local jurisdictions, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

1. The authority to act in the place of the Board under Board Policy DEA(LOCAL) and thus make all decisions regarding payment of employees during an emergency closure, to implement the provisions of Board Policy DEA(LOCAL), and to make determinations regarding the purpose and parameters of any such payments;
2. The authority to make decisions regarding the compensation of exempt employees during an emergency closure, including premium payments to certain employees, and to implement those decisions;
3. The authority to alter the Hays Consolidated ISD 2019-2020 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure or related concerns;
4. The authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined as a result of COVID-19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in the sole discretion of the Superintendent or designee(s), in compliance with Texas and federal law;
5. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closures as part of this Resolution;
6. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code Section 552.233 regarding temporary suspension of the Texas Public Information Act;
7. The authority to procure, negotiate, and execute contracts for goods and services that are necessary to mitigate, prevent, restore, and repair damage caused to Hays Consolidated ISD equipment, personal property, and facilities or to protect the safety of Hays Consolidated Independent School District students and staff, given that the emergency of COVID-19 and its potential spread constitutes an unforeseen emergency/matter of urgent public necessity, and the delays posed by competitive procurement of contracts necessary to restore, replace, and/or repair equipment, personal property, and/or school facilities will prevent or substantially impair the conduct of classes or other essential school activities; and
8. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

The Superintendent and/or designee(s) will provide timely and reasonable information to the Board of Trustees with regard to decisions made pursuant to this Resolution.

This Resolution shall remain in effect until rescinded by Board Action at a duly-called Board Meeting.

Adopted on this the 16th day of March, 2020, by the Hays Consolidated ISD Board of Trustees.

  
Esperanza Oroseo, President, Board of Trustees

  
Will McManus, Vice President, Board of Trustees

THE HAYS CISD BOARD OF TRUSTEES RESCINDED THIS RESOLUTION AT A LAWFULLY CALLED MEETING OF THE BOARD HELD ON JUNE 28, 2021 BY A VOTE OF \_\_\_\_ - \_\_\_\_.

\_\_\_\_\_  
VANESSA PETREA, PRESIDENT  
HAYS CISD BOARD OF TRUSTEES

\_\_\_\_\_  
RAUL VELA, VICE PRESIDENT  
HAYS CISD BOARD OF TRUSTEES

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

**Date:** June 28, 2021

**Subject:** Consideration and possible approval 2021-2022 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 2021-2022 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 2021-2022 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 2021-2022 Hays CISD Board Meeting Calendar, as presented.

## **2021-2022 Hays CISD Board of Trustees Meeting Schedule**

August 23, 2021 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm  
August 30, 2021 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

September 20, 2021 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm  
September 27, 2021 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

October 18, 2021 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

November 15, 2021 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

December 13, 2021 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

January 24, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm  
January 31, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

February 28, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

March 28, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

April 18, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm  
April 25, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

May 16, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm  
May 23, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

June 20, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm  
June 27, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm



# HAYS CISD 2021 – 2022 CALENDAR

**5** Student/ Staff Holiday

JULY 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

0 D / 0 E / 0 M / 0 H

JANUARY 2022						
S	M	T	W	Th	F	S
						1
2	3	[4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**3** Staff Development & Prep /Student Holiday  
**4** Third 9-Week Grading Period Begins  
**17** Student/ Staff Holiday

19 D / 8,360 E / 8,550 M / 8,455 H

**10 & 11** Flexible Staff Days/ Staff Development  
 (Required teacher contract days, but can be scheduled on other dates.)

AUGUST 2021						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	[19	20	21
22	23	24	25	26	27	28
29	30	31				

9 D / 3,960 E / 4,050 M / 4,005 H

FEBRUARY 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21*	22	23	24	25	26
27	28					

**21** Staff Development/ Student Holiday  
**21\*** Weather Make Up Day  
 (Check district notices. May not be necessary.)

19 D / 8,360 E / 8,550 M / 8,455 H

**12-18** Staff Development/Prep  
**19** First Day of School/ First 9-Week Grading Period

**6** Student/ Staff Holiday

SEPTEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

21 D / 9,240 E / 9,450 M / 9,345 H

MARCH 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	[11]	12
13	14	15	16	17	18	19
20	[21	22	23	24	25	26
27	28	29	30	31		

**11** Grading Period/ UIL Eligibility Cut-Off Date  
**14-18** Student/ Staff Holidays  
**21** Fourth 9-Week Grading Period Begins

18 D / 7,920 E / 8,100 M / 8,010 H

**1** 6-Week UIL Eligibility Cut-Off Date  
**11** Student/ Staff Holiday  
**12** Staff Development/ Student Holiday  
**15** Grading Period/ UIL Eligibility Cut-Off Date  
**18** Second 9-Week Grading Period Begins

OCTOBER 2021						
S	M	T	W	Th	F	S
					[1]	2
3	4	5	6	7	8	9
10	11	12	13	14	[15]	16
17	[18	19	20	21	22	23
24	25	26	27	28	29	30
31						

19 D / 8,360 E / 8,550 M / 8,455 H

APRIL 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**15** Student/ Staff Holiday

20 D / 8,800 E / 9,000 M / 8,900 H

**22-23** Flexible Staff Days (Exchange Days)/ Student Holiday  
 (Required teacher contract days, but can be scheduled on other dates.)  
**24-26** Student/ Staff Holidays

NOVEMBER 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

17 D / 7,480 E / 7,650 M / 7,565 H

MAY 2022						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27*	28
29	30	31				

**24-25** Early Release High School Only/ Finals  
**26** Early Release 6<sup>th</sup> – 12<sup>th</sup> Grades/ Finals  
**26** Grading Period/UIL Eligibility Cut-Off Date  
**26** Last Day of School  
**27** Staff Prep Day  
 (Unless working graduation day.)  
**27\*** Weather Make Up Day  
 (Check district notices. May not be necessary.)  
**30** Student/ Staff Holiday

19 D / 8,360 E / 8,455 M / 7,885 H

**15-16** Early Release High School Only/ Finals  
**17** Early Release 6<sup>th</sup> – 12<sup>th</sup> Grades/ Finals  
**17** Grading Period/UIL Eligibility Cut-Off Date  
**20-31** Student/ Staff Holidays

DECEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	[17]	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

13 D / 5,720 E / 5,755 M / 5,215 H

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

0 D / 0 E / 0 M / 0 H



Student/Staff Holiday
  Staff Workday/Student Holiday
  Important Grading Period Days
  Flexible Staff Workday/Student Holiday
  Early Release Grades 6<sup>th</sup> – 12<sup>th</sup>
 Early Release High School Only
 | (Days) / Elementary Minutes / MS Minutes / HS Minutes

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 28, 2021

Subject: Charge the FBOC with Developing a Bond Recommendation

Administrator Responsible/Position: Tim Savoy

**A. Purpose of Agenda Item:**

Action needed

Information only

Receive input

**B. Authority for This Action:**

Local Policy

Law or Rule

N/A

CCA (Local)

**C. Goal or Need Addressed:**

Facilities - School Bonds

**D. Summary:**

Previous board action relating to this item – N/A.

Future action anticipated – If the Board chooses to call for a future bond election, the standard actions regarding bond elections will be necessary.

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Public

The FBOC chair made public comments to the Board and there have been social media discussions regarding consideration of a near-future bond for at least some of the items on the May 2021 bond that did not pass, and possible other items needed related to growth and facility rehabilitation.

**F. Administrative Recommendation:**

It is recommended the Board consider charging the Facilities and Bond Oversight Committee (FBOC), in accordance with policy CCA (Local) and the committee charter, with developing recommendations to present to the Board regarding the need for a bond election as early as November 2021.

The FBOC, which consists of a mix of citizens appointed by the Board and non-voting individuals invited by administration, shall upon the charge of the Board, develop bond election recommendations to present to the Board regarding potential future bond elections. The FBOC shall study information and needs identified by district administration and seek clarification on any questions members may have prior to developing recommendations. The administration shall assist the FBOC in seeking public input and communicating information regarding the development of recommendations.

Policy CCA (Local) and the committee charter require the Board formally charge the FBOC with studying potential future bond initiatives so that, as a matter of transparency, the community is aware such initiatives are being discussed and considered.

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

Budget       Bond       Grant/Special Funds       Other

There is no fiscal impact for the FBOC to study the need for a bond.

**H. Monitoring and Reporting TimeLine:**

Person responsible for evaluating this decision or action— Tim Savoy, Chief Communication Officer

Evaluation method and time line – N/A

Next report to the board – Other election items in December through May; and then annually thereafter

**I. Suggested Motion:**

**I move that the Board charge the Facilities and Bond Oversight Committee with developing recommendations regarding a possible bond initiative, or initiatives, to present to voters in November 2021.**

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 21, 2021

Subject: District Survey Results Presentation

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:

The surveys address feedback from employees, students, parents, and community members to address multiple district goals.

D. Summary:  
 Previous board action relating to this item – The Board receives annual survey results reports.  
 Future action anticipated – It is anticipated the district will continue to conduct annual or near-annual surveys.  
 Background information – The district has conducted annual surveys since 2012.

E. Scope of Options Reviewed:  
N/A

Reasons for rejecting alternatives:

F. Comments Received:  
 Cabinet     DLT     FBOC     Teacher Org. Reps.     Other \_\_survey respondents\_\_  
 From public -

G. Administrative Recommendation:

Advantages/benefits of this proposal – receive customer feedback to help shape policy and practices

H. Fiscal Impact and Cost:    Amount: \$ \_\_ Expenditures for services are considered by the Board under separate cover \_\_  
 Budget     Bond     Grant/Special Funds     Other \_\_\_\_\_

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

Future/Ongoing -

**I. Monitoring and Reporting TimeLine:**

Person responsible for evaluating this decision or action— Tim Savoy

Evaluation method and time line – Trend data tracking over time compared with past surveys, evaluation of projects completed to address concerns discovered through survey feedback.

Next report to the board – Annually

**J. Suggested Motion:**

N/A

**Presenter: Tim Savoy, Chief Communication Officer**

Note: Amy Boehl, Ph.D, senior research director at K-12 Insight, will be assisting with the presentations.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 28, 2021

Subject: May 2021 Financial Statements

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:
- D. Summary:  
 Previous board action relating to this item - Monthly  
 Future action anticipated -  
 Background information – A separate summary is attached with the financials.
- E. Comments Received:  Cabinet  DLT  FBOC  Teacher Org. Reps.  Other \_\_\_\_\_
- F. Administrative Recommendation:  
There is no board action necessary. The monthly financial statements are presented as an information item.
- G. Fiscal Impact and Cost: Amount: \$ \_\_\_\_\_  
 Budget  Bond  Grant/Special Funds  Other \_\_\_\_\_
- H. Suggested Motion:  
There is no board action necessary. The monthly financial statements are presented as an information item.

# *Hays Consolidated Independent School District*

## Division of Financial Services

21003 Interstate 35 Frontage Road

Kyle, Texas 78640

Ph: (512) 268-2141

Fx: (512) 268-2147



Date: June 28, 2021

### Monthly Financial Highlights

- The monthly Financial Reports represent financial data through May 31, 2021.
- The cash and investment balances of all funds at month end totals \$124,247,389.77. The General Fund makes up the largest portion of the total with \$66,875,680.43 or roughly 53.82%.
- Through the end of the month (11/12 or 91.67% of the budget year):
  - The General Fund has collected \$157,564,896.26 (79.55% of its budgeted revenue) and has spent \$173,064,386.79 (85.80% of its budgeted expenditures). The ending fund balance through the month of May 2021 is \$51,999,121.16.
  - The Child Nutrition fund has collected \$5,798,519.54 (58.55% of its budgeted revenue) and has spent \$6,123,519.60 (61.55% of its budgeted expenditures).
  - The Debt Service fund collected \$49,318,780.66 (100.68% of its budgeted revenue) and spent \$43,020,091.72 (80.09% of its budgeted expenditures). Debt service payments are made two times a year, February 15<sup>th</sup> and August 15<sup>th</sup>.
  - The Capital Project funds have expenditures of \$2,610,718.18 in the current fiscal year through the month of May 2021 and collected \$23,772.50 in interest revenue.
- Special Revenue funds consist of Federal, State, and local grants received by the District. Some of these grants such as Title I and IDEA are non-competitive federal grants which the District receives based on certain types of student populations reported through PEIMS. Other local grants are “competitive grants” and are awarded based on demonstrated needs. This group of funds also includes the Textbook (IMA) and awarded Education Foundation funds. Total revenue collected is \$8,256,487.67 and total expenditures spent is \$8,722,533.49.
- Current Tax collections for the month of May 2021 totaled \$1,038,216.17 representing .67% of the levy collected during the month. Approximately 97.97% of the total levy has been collected through the end of May 2021. In comparison, 98.50% of the total levy was collected through the end of May 2020.

If you should have any questions regarding these financials please contact me.

*Randall Rau*, CPA

Chief Financial Officer  
Hays Consolidated Independent School District

# **Hays Consolidated Independent School District**

## **Financial Reports**



**May 31, 2021**

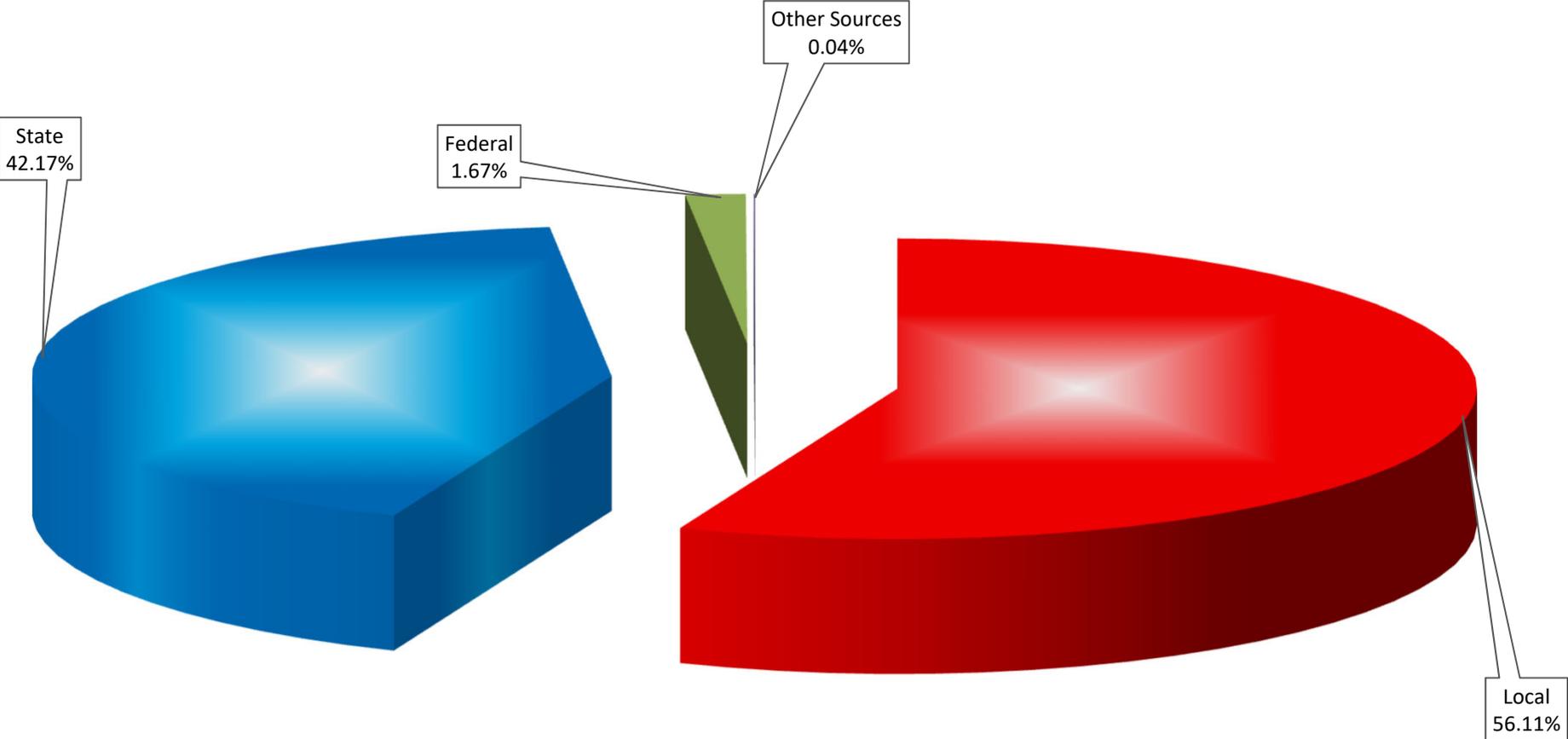
**Hays Consolidated Independent School District**  
**Combined Balance Sheet**  
**for the Month Ending May 31, 2021**  
**(Un-Audited)**

	<u>General</u> <u>Fund</u>	<u>Child Nutrition</u> <u>Fund</u>	<u>Debt Service</u> <u>Fund</u>	<u>Capital</u> <u>Projects Funds</u>	<u>Special Revenue</u> <u>Funds</u>	<u>Total</u>
<b>Assets:</b>						
Cash and Cash Equivalents	\$ 8,428,852.07	\$ 3,892.06	\$ 23,677.86	\$ 8,367.11	\$ 275,796.89	\$ 8,740,585.99
Current Investments	58,446,828.36	215,590.20	38,534,531.50	18,309,853.72	-	115,506,803.78
<b>Total Cash and Investments</b>	<b>\$ 66,875,680.43</b>	<b>\$ 219,482.26</b>	<b>\$ 38,558,209.36</b>	<b>\$ 18,318,220.83</b>	<b>\$ 275,796.89</b>	<b>\$ 124,247,389.77</b>
Property Taxes - Delinquent	2,329,520.68	-	1,101,692.13	-	-	3,431,212.81
Allowance for Uncollectible Taxes	(641,060.91)	-	(281,301.97)	-	-	(922,362.88)
Due from State Agencies	1,764,869.90	-	-	-	-	1,764,869.90
Due from other Governments	917,029.11	-	17,014.04	-	-	934,043.15
Accrued Interest	-	-	-	-	-	-
Due from Other Funds	2,281,875.09	3,501,593.51	5.32	-	-	5,783,473.92
Other Receivables	4,830.20	-	-	-	-	4,830.20
<b>Total Receivables</b>	<b>\$ 6,657,064.07</b>	<b>\$ 3,501,593.51</b>	<b>\$ 837,409.52</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,996,067.10</b>
Inventories	-	239,581.36	-	-	-	239,581.36
Prepaid Items	6,659,513.79	500.00	-	-	-	6,660,013.79
<b>Other Current Assets</b>	<b>\$ 6,659,513.79</b>	<b>\$ 240,081.36</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,899,595.15</b>
<b>Total Current Assets</b>	<b>\$ 80,192,258.29</b>	<b>\$ 3,961,157.13</b>	<b>\$ 39,395,618.88</b>	<b>\$ 18,318,220.83</b>	<b>\$ 275,796.89</b>	<b>\$ 142,143,052.02</b>
<b>Liabilities and Fund Balance:</b>						
<b>Current Liabilities</b>						
Accounts Payable	\$ 52,965.96	\$ 14,577.30	\$ -	\$ -	\$ 5,697.95	\$ 73,241.21
Other Liabilities	116,759.54	-	-	-	-	116,759.54
Payroll Deductions and Withholdings	2,668,776.26	-	-	-	-	2,668,776.26
Accrued Wages Payable	15,305,544.18	418,839.36	-	-	-	15,724,383.54
Due to Other Funds	4,543,573.47	2,075.00	-	1,932,196.51	-	6,477,844.98
Due to Student Groups	89,286.33	-	-	-	-	89,286.33
Due to State Agencies	12,283.00	-	-	-	-	12,283.00
Due to other Governments	26,089.68	-	-	-	-	26,089.68
Deferred Revenues	3,689,398.94	279,848.66	-	-	736,144.36	4,705,391.96
Deferred Inflows	1,688,459.77	-	820,390.16	-	-	2,508,849.93
<b>Total Liabilities</b>	<b>\$ 28,193,137.13</b>	<b>\$ 715,340.32</b>	<b>\$ 820,390.16</b>	<b>\$ 1,932,196.51</b>	<b>\$ 741,842.31</b>	<b>\$ 32,402,906.43</b>
<b>Fund Balance/Equity</b>						
Reserved/Designated Fund Balance	-	3,101,226.48	32,276,539.78	11,819,047.86	-	47,196,814.12
Current Year Revenues less	-	-	-	-	-	-
Expenditures/Expenses	(15,499,490.53)	(325,000.06)	6,298,688.94	(2,586,945.68)	(466,045.82)	(12,578,793.15)
Reserved Fund Balance for Current Year	-	-	-	-	-	-
Encumbrances (POs)	4,522,516.03	469,590.39	-	7,153,922.14	-	12,146,028.56
Unreserved Fund Balance/Fund Equity	<b>\$ 62,976,095.66</b>	-	-	-	0.40	62,976,096.06
<b>Total Fund Balance/Equity</b>	<b>\$ 51,999,121.16</b>	<b>\$ 3,245,816.81</b>	<b>\$ 38,575,228.72</b>	<b>\$ 16,386,024.32</b>	<b>\$ (466,045.42)</b>	<b>\$ 109,740,145.59</b>
<b>Total Liabilities and Fund Equity</b>	<b>\$ 80,192,258.29</b>	<b>\$ 3,961,157.13</b>	<b>\$ 39,395,618.88</b>	<b>\$ 18,318,220.83</b>	<b>\$ 275,796.89</b>	<b>\$ 142,143,052.02</b>

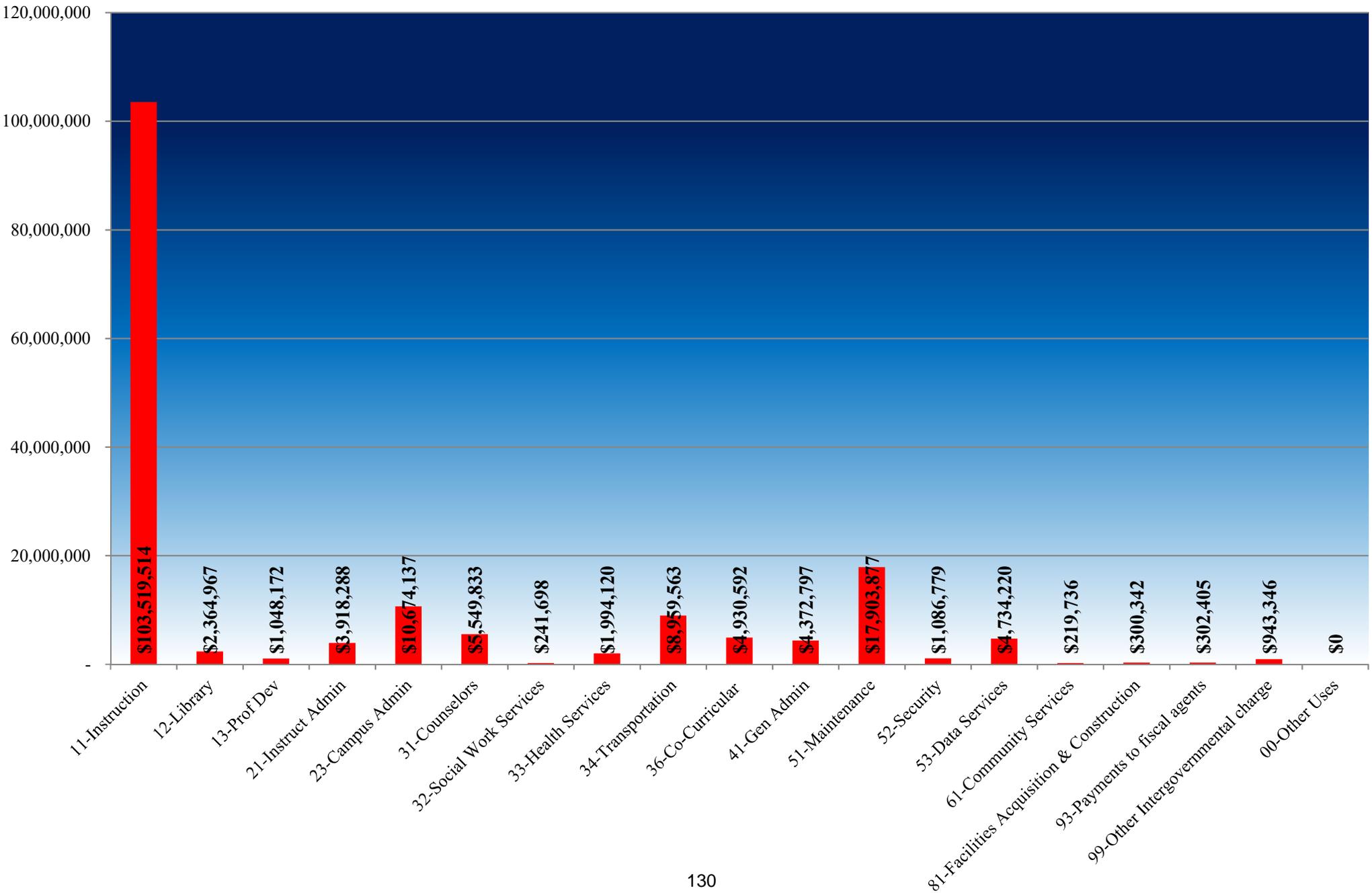
**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - General Fund**  
**for the Month Ending May 31, 2021**  
**(Un-Audited)**

	<u>Original Budget</u>	<u>Official Budget</u>	<u>Current Year Actual Revenues/ Expenditures</u>	<u>Unrealized/ Unexpended Budget</u>	<u>Percentage Y-T-D</u>
<b>Revenues:</b>					
Local	\$ 88,257,397	\$ 92,001,827	\$ 88,417,421.96	(3,584,405.04)	96.10%
State	102,997,133	102,997,133	66,444,266.35	(36,552,866.65)	64.51%
Federal	2,583,000	3,068,285	2,638,264.01	(430,020.99)	85.98%
Other Sources	-	-	64,943.94	64,943.94	NA
<b>Total Revenues</b>	<b>\$ 193,837,530</b>	<b>\$ 198,067,245</b>	<b>\$ 157,564,896.26</b>	<b>\$ (40,502,348.74)</b>	<b>79.55%</b>
<b>Expenditures and Other Uses:</b>					
11-Instruction	111,268,074	112,167,942	103,519,514.43	8,648,427.57	92.29%
12-Library	2,686,456	2,690,265	2,364,966.71	325,298.29	87.91%
13-Prof Dev	4,394,895	3,962,816	1,048,171.56	2,914,644.44	26.45%
21-Instruct Admin	4,866,624	4,941,821	3,918,287.70	1,023,533.30	79.29%
23-Campus Admin	12,100,694	12,143,984	10,674,136.99	1,469,847.01	87.90%
31-Counselors	6,860,734	6,880,397	5,549,833.36	1,330,563.64	80.66%
32-Social Work Services	269,052	269,052	241,698.19	27,353.81	89.83%
33-Health Services	2,251,762	2,252,429	1,994,119.97	258,309.03	88.53%
34-Transportation	11,291,406	11,294,204	8,959,562.83	2,334,641.17	79.33%
36-Co-Curricular	5,508,225	5,707,726	4,930,592.46	777,133.54	86.38%
41-Gen Admin	5,191,355	5,191,245	4,372,796.94	818,448.06	84.23%
51-Maintenance	20,348,895	24,435,736	17,903,877.33	6,531,858.67	73.27%
52-Security	2,805,352	2,817,772	1,086,779.09	1,730,992.91	38.57%
53-Data Services	5,085,338	5,228,808	4,734,220.39	494,587.61	90.54%
61-Community Services	270,526	267,513	219,735.98	47,777.02	82.14%
81-Facilities Acquisition & Construction	-	309,402	300,341.57	9,060.43	97.07%
93-Payments to fiscal agents	330,538	302,405	302,404.95	0.05	100.00%
99-Other Intergovernmental charge	837,000	837,000	943,346.34	(106,346.34)	112.71%
00-Other Uses	-	-	-	-	NA
<b>Total Expenditures and Other Uses</b>	<b>\$ 196,366,926</b>	<b>\$ 201,700,517</b>	<b>\$ 173,064,386.79</b>	<b>\$ 28,636,130.21</b>	<b>85.80%</b>
<b>Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses</b>	<b>\$ (2,529,396)</b>	<b>\$ (3,633,272)</b>	<b>\$ (15,499,490.53)</b>		
<b>Fund Balance July 1, 2020 - <i>(Audited)</i></b>	<b>\$ 67,498,611.69</b>	<b>\$ 67,498,611.69</b>	<b>\$ 67,498,611.69</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>	<b>\$ 64,969,215.69</b>	<b>\$ 63,865,339.69</b>	<b>\$ 51,999,121.16</b>	<b>\$ (11,866,218.53)</b>	

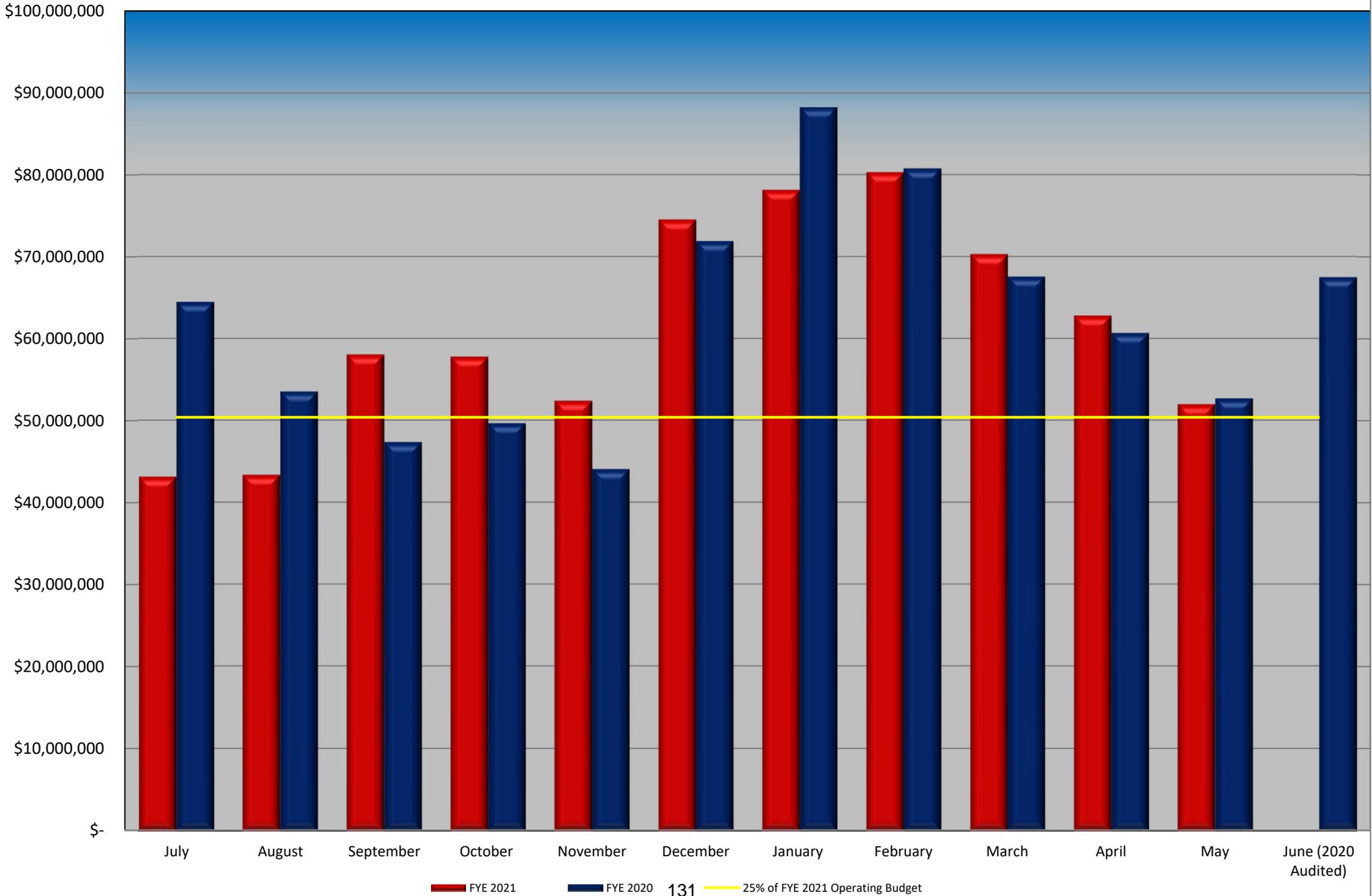
# General Fund Revenues Collected to Date



# General Fund Expenditures to Date



# General Fund Balance by Reporting Month



**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Child Nutrition Fund**  
**for the Month Ending May 31, 2021**  
**(Un-Audited)**

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<b><i>Revenues and Other Resources:</i></b>					
Local	\$ 3,727,116	\$ 3,727,116	\$ 464,240.76	\$ (3,262,875.24)	12.46%
State	45,093	45,093	55,577.26	10,484.26	123.25%
Federal	6,130,966	6,130,966	5,278,701.52	(852,264.48)	86.10%
Other sources	-	-	-	-	NA
<b>Total Revenues and Other Resources</b>	<b>\$ 9,903,175</b>	<b>\$ 9,903,175</b>	<b>\$ 5,798,519.54</b>	<b>\$ (4,104,655.46)</b>	<b>58.55%</b>
<b><i>Expenditures and Other Uses:</i></b>					
35-6100 Payroll	4,363,880	4,363,880	3,335,409.99	1,028,470.01	76.43%
35-6200 Professional and Contracted Services	808,815	815,851	576,680.35	239,170.65	70.68%
35-6341 Food Supplies	3,658,529	3,661,529	1,800,145.27	1,861,383.73	49.16%
35-6342 Non-Food Supplies	256,968	256,968	179,870.29	77,097.71	70.00%
35-6344 USDA Commodities	415,477	415,477	-	415,477.00	0.00%
35-6349 Miscellaneous Supplies	157,001	185,344	40,762.01	144,581.99	21.99%
35-6300 Supplies & Materials	77,486	77,486	77,850.95	(364.95)	100.47%
35-6400 Food Service Other Operating Expenses	165,019	65,019	7,406.29	57,612.71	11.39%
35-6600 Food Service Capital Expenses	-	106,994	105,394.45	1,599.55	98.51%
<b>Total Expenditures</b>	<b>\$ 9,903,175</b>	<b>\$ 9,948,548</b>	<b>\$ 6,123,519.60</b>	<b>\$ 3,825,028.40</b>	<b>61.55%</b>
<b>Excess of Revenues and Other Resources</b>					
<b>Over (Under) Expenditures and Other Uses</b>	<b>\$ -</b>	<b>\$ (45,373)</b>	<b>\$ (325,000.06)</b>		
<b>Fund Balance July 1, 2020 - <i>(Un-Audited)</i></b>	<b>3,570,816.87</b>	<b>3,570,816.87</b>	<b>3,570,816.87</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>	<b>\$ 3,570,816.87</b>	<b>\$ 3,525,443.87</b>	<b>\$ 3,245,816.81</b>	<b>\$ (279,627.06)</b>	

**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Debt Service Fund**  
**for the Month Ending May 31, 2021**  
**(Un-Audited)**

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<b><i>Revenues:</i></b>					
<b><i>Local Revenue</i></b>					
Taxes, Current Year Levy	\$ 43,315,670	\$ 46,815,670	46,888,216.28	\$ 72,546.28	100.15%
Taxes, Prior Year	250,000	250,000	418,047.46	168,047.46	167.22%
Penalties, Interest and Other Tax Revenues	150,000	150,000	240,882.35	90,882.35	160.59%
Earnings from Investments	-	15,000	14,675.18	(324.82)	97.83%
Miscellaneous Revenue	-	60,000	62,056.52	2,056.52	103.43%
<b>Local Revenue</b>	<b>\$ 43,715,670</b>	<b>\$ 47,290,670</b>	<b>\$ 47,623,877.79</b>	<b>\$ 333,207.79</b>	<b>100.70%</b>
<b><i>State Revenue</i></b>					
Additional State Aid for Homestead Exemption	\$ -	\$ 613,352	\$ 613,352.00	-	100.00%
<b>State Revenue</b>	<b>\$ -</b>	<b>\$ 613,352</b>	<b>\$ 613,352.00</b>	<b>\$ -</b>	<b>100.00%</b>
<b><i>Other Sources</i></b>					
Operating Transfer In	\$ -	\$ 1,081,000	\$ 1,081,550.87	550.87	100.05%
<b>Other Sources</b>	<b>\$ -</b>	<b>\$ 1,081,000</b>	<b>\$ 1,081,550.87</b>	<b>\$ 550.87</b>	<b>100.05%</b>
<b>Total Revenue</b>	<b>\$ 43,715,670.00</b>	<b>\$ 48,985,022.00</b>	<b>\$ 49,318,780.66</b>	<b>\$ 333,758.66</b>	<b>100.68%</b>
<b><i>Expenditures:</i></b>					
71-6511 Bond Principal	24,720,000	34,720,000	24,983,781.24	9,736,218.76	71.96%
71-6521 Interest on Bonds	18,970,670	18,970,670	18,003,369.48	967,300.52	94.90%
71-6599 Other Debt Service Fees	25,000	25,000	32,941.00	(7,941.00)	131.76%
<b>Total Expenditures</b>	<b>\$ 43,715,670</b>	<b>\$ 53,715,670</b>	<b>\$ 43,020,091.72</b>	<b>\$ 10,695,578.28</b>	<b>80.09%</b>
<b>Excess of Revenues</b> <b>Over (Under) Expenditures</b>	<b>\$ -</b>	<b>\$ (4,730,648)</b>	<b>\$ 6,298,688.94</b>		
<b>Fund Balance July 1, 2020 - (Un-Audited)</b>	<b>\$ 32,276,539.78</b>	<b>\$ 32,276,539.78</b>	<b>\$ 32,276,539.78</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>	<b>\$ 32,276,539.78</b>	<b>\$ 27,545,891.78</b>	<b>\$ 38,575,228.72</b>	<b>\$ 11,029,336.94</b>	

**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Capital Project Funds**  
**for the Month Ending May 31, 2021**  
**(Un-Audited)**

	<u>2004</u> <u>Capital Projects</u> <u>Program</u>	<u>2006</u> <u>Capital Projects</u> <u>Program</u>	<u>2008</u> <u>Capital Projects</u> <u>Program</u>	<u>2014</u> <u>Capital Projects</u> <u>Program</u>	<u>2017</u> <u>Capital Projects</u> <u>Program</u>	<u>2019 - 2020</u> <u>Capital Projects</u> <u>Total Revenues/</u> <u>Expenses</u>
<b><i>Revenues and Other Resources:</i></b>						
Local	\$ 114.88	\$ 62.65	\$ 697.97	\$ 1,050.88	\$ 21,846.12	\$ 23,772.50
State	-	-	-	-	-	-
Other sources	-	-	-	-	-	-
<b>Total Revenues and Other Resources</b>	<b>\$ 114.88</b>	<b>\$ 62.65</b>	<b>\$ 697.97</b>	<b>\$ 1,050.88</b>	<b>\$ 21,846.12</b>	<b>\$ 23,772.50</b>
<b><i>Expenditures and Other Uses:</i></b>						
6100 Payroll	-	-	-	-	-	-
6200 Professional and Contracted Services	-	-	-	710.00	57,291.31	58,001.31
6300 Supplies and Materials	-	-	-	-	1,358,040.19	1,358,040.19
6400 Other Operating Expenses	-	-	-	-	-	-
6600 Capital Outlay	-	-	-	-	60,277.57	60,277.57
8000-Other Uses	214,295.11	114,028.59	806,075.41	-	-	1,134,399.11
<b>Total Expenditures</b>	<b>\$ 214,295.11</b>	<b>\$ 114,028.59</b>	<b>\$ 806,075.41</b>	<b>\$ 710.00</b>	<b>\$ 1,475,609.07</b>	<b>\$ 2,610,718.18</b>
<b>Excess of Revenues and Other Resources</b>						
<b>Over (Under) Expenditures and Other Uses</b>	<b>\$ (214,180.23)</b>	<b>\$ (113,965.94)</b>	<b>\$ (805,377.44)</b>	<b>\$ 340.88</b>	<b>\$ (1,453,762.95)</b>	<b>\$ (2,586,945.68)</b>
<b>Fund Balance July 1, 2020 - <i>(Audited)</i></b>	<b>\$ 214,180.23</b>	<b>\$ 113,965.94</b>	<b>\$ 1,005,419.92</b>	<b>\$ 445,351.46</b>	<b>\$ 19,126,248.96</b>	<b>\$ 20,905,166.51</b>
<b>Fund Balance Ending - Monthly Reporting Period</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,042.48</b>	<b>\$ 445,692.34</b>	<b>\$ 17,672,486.01</b>	<b>\$ 18,318,220.83</b>

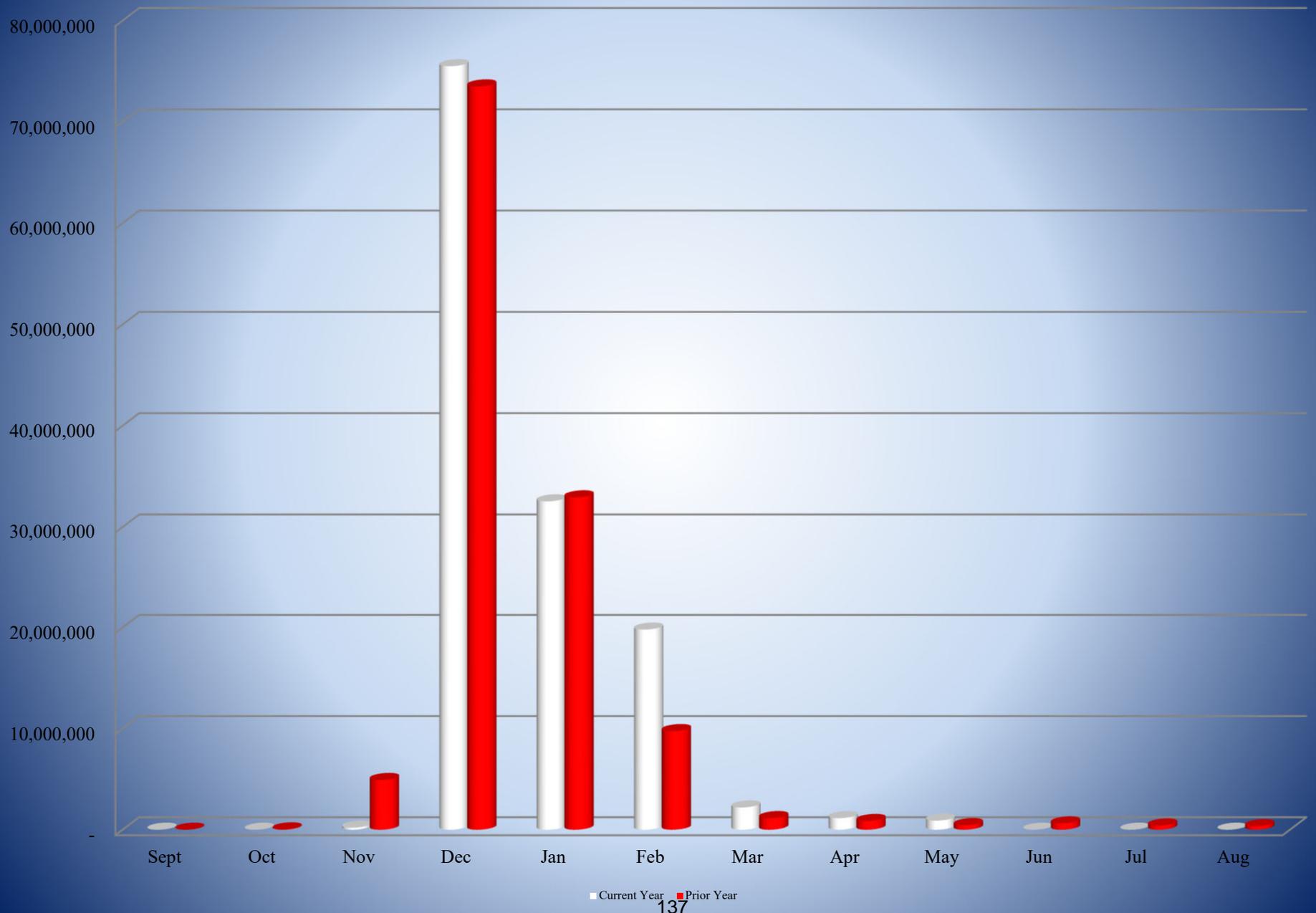
**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds (Grants)**  
**for the Month Ending May 31, 2021**  
**(Un-Audited)**

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<b>Revenues:</b>					
Local	\$ -	\$ -	\$ 41,750.00	\$ 41,750.00	NA
State	-	-	1,930,749.31	1,930,749.31	NA
Federal	6,415,479	6,415,479	6,283,988.36	(131,490.64)	97.95%
<b>Total Revenues</b>	<b>\$ 6,415,479</b>	<b>\$ 6,415,479</b>	<b>\$ 8,256,487.67</b>	<b>\$ 1,841,008.67</b>	<b>128.70%</b>
<b>Expenditures:</b>					
6100 Payroll	5,274,410	5,274,410	5,983,078.60	(708,668.60)	113.44%
6200 Professional and Contracted Services	464,200	464,200	659,162.55	(194,962.55)	142.00%
6300 Supplies and Materials	639,537	639,537	1,751,495.98	(1,111,958.98)	273.87%
6400 Other Operating Expenses	37,332	37,332	208,733.11	(171,401.11)	559.13%
6600 Capital Outlay	-	-	120,063.25	(120,063.25)	NA
<b>Total Expenditures</b>	<b>\$ 6,415,479</b>	<b>\$ 6,415,479</b>	<b>\$ 8,722,533.49</b>	<b>\$ (2,307,054.49)</b>	<b>135.96%</b>
<b>Excess of Revenues</b>					
<b>Over (Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (466,045.82)</b>		
<b>Fund Balance July 1, 2020 - <i>(Un-Audited)</i></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Fund Balance Ending - Monthly Reporting Period</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (466,045.82)</b>	<b>\$ (466,045.82)</b>	

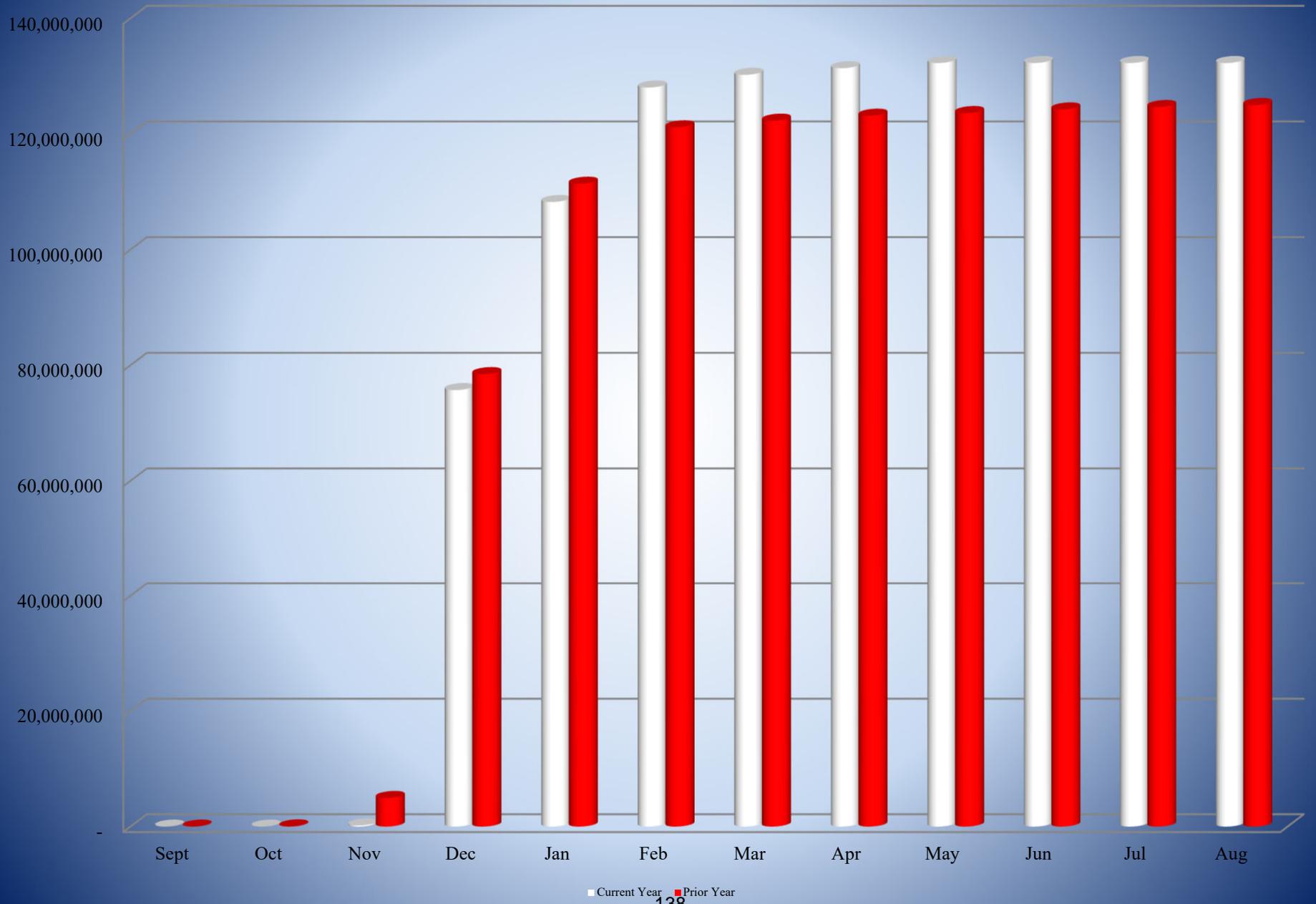
**Hays Consolidated Independent School District**  
**Monthly Tax Collection Report**  
**for the Month Ending May 31, 2021**

	<b>Prior Year 2019 - 2020</b>				<b>Current Year 2020 - 2021</b>			
	<b><u>General Fund</u></b>	<b><u>Debt Service Fund</u></b>	<b><u>Total</u></b>	<b><u>% of Levy</u></b>	<b><u>General Fund</u></b>	<b><u>Debt Service Fund</u></b>	<b><u>Total</u></b>	<b><u>% of Levy</u></b>
<b><u>Current Month Tax Collections:</u></b>								
5711 Taxes-Current Year Tax Levy	\$ 300,160.17	\$ 153,735.75	\$ 453,895.92	<b>0.36%</b>	\$ 581,531.45	\$ 319,186.83	\$ 900,718.28	<b>0.67%</b>
5712 Taxes-Delinquent Collections	\$ 21,531.78	\$ 9,042.42	\$ 30,574.20		\$ 26,008.15	\$ 12,726.97	\$ 38,735.12	
5719 Penalties and Interest	\$ 25,799.64	\$ 13,078.78	\$ 38,878.42		\$ 64,390.42	\$ 34,372.35	\$ 98,762.77	
<b>Total Current Month Collections</b>	<b>\$ 347,491.59</b>	<b>\$ 175,856.95</b>	<b>\$ 523,348.54</b>		<b>\$ 671,930.02</b>	<b>\$ 366,286.15</b>	<b>\$ 1,038,216.17</b>	
<b><u>Fiscal Year to Date Collections:</u></b>								
5711 Taxes-Current Year Tax Levy	\$ 81,704,011.71	\$ 41,905,802.87	\$ 123,609,814.58	<b>98.50%</b>	\$ 85,381,689.99	\$ 46,888,216.28	\$ 132,269,906.27	<b>97.97%</b>
5712 Taxes-Delinquent Collections	\$ 361,519.36	\$ 170,693.48	\$ 532,212.84		\$ 848,366.12	\$ 418,047.46	\$ 1,266,413.58	
5719 Penalties and Interest	\$ 289,255.05	\$ 144,045.90	\$ 433,300.95		\$ 464,253.30	\$ 240,882.35	\$ 705,135.65	
<b>Total Revenue Collected</b>	<b>\$ 82,354,786.12</b>	<b>\$ 42,220,542.25</b>	<b>\$ 124,575,328.37</b>		<b>86,694,309.41</b>	<b>47,547,146.09</b>	<b>134,241,455.50</b>	
<b>Total Budgeted Tax Revenue (Current, Delinquent, Penalty &amp; Interest)</b>	<b>\$ 82,048,026.00</b>	<b>\$ 41,354,502.00</b>	<b>\$ 123,402,528.00</b>		<b>\$ 86,187,397.00</b>	<b>\$ 43,715,670.00</b>	<b>\$ 129,903,067.00</b>	
<b>Percentage of Budget Collected</b>	<b>100.37%</b>	<b>102.09%</b>	<b>100.95%</b>		<b>100.59%</b>	<b>108.76%</b>	<b>103.34%</b>	

# Month to Date Tax Collections Current Levy



# Year to Date Tax Collections Current Levy



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

**Date:** June 21, 2021

**Subject:** Superintendent 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:**

Share with Board and Community information regarding happenings in the district

**D. Administrative Recommendation: N/A**

# Hays CISD

## Board of Trustees Operating Procedures



### Board Meetings

While Board Meetings are for the purpose of the Board conducting the business of the District in public, they are not public forums for the purpose of securing interaction with the public.

### Developing the Board Meeting Agenda (Ref Policy BE)

- ▶ Agendas
  - The Superintendent will develop all Board Meeting agendas in collaboration with the Board President.
  - Items discussed at previous Board Meetings which are proposed for inclusion by more than one board member at a future meeting will also be added when appropriate.
  - Board Members must request to the Board President and Superintendent in writing, any item(s) they wish to have considered for placement on the agenda.
  - Items may be placed on the agenda by the Superintendent, the Board President, any Board Member with approval of the President, or through a request by any two Board Members.
  - No item can be placed on the agenda less than ten days in advance of the meeting without the Board President's approval.
  - No item can be placed on the agenda less than three work days in advance of the meeting unless an emergency or public necessity exists.
  - The complete agenda will be reviewed by the Superintendent and the Board President the Tuesday afternoon prior to the Agenda Workshop Meeting.
  - An annual agenda content calendar will be maintained by the Superintendent's office. This will be used to determine the minimum routine items that need to be on each regular meeting agenda. Other items can be added as requested following the procedures above and as noted in the minutes of previous Board Meetings.
  - Board Members will adhere to deadlines and parameters of the Board agenda/event calendar.
  
- ▶ Timely Notification and Information
  - Board Members shall be notified of a meeting at least 72 hours prior to a regular meeting, workshop or special meeting, and at least one hour prior to an emergency meeting.
  - Typically, information will be provided to each Board Member via electronic or hard copy delivery. Questions regarding supporting documents should be directed to the Superintendent.
  - Copies of the agenda, for non-emergency meetings, shall be available for the Board Members requesting a copy no later than 5:00 p.m. on Wednesday prior to the Agenda Workshop Meeting.

- Board members will attempt to have all questions regarding agenda items submitted to the Superintendent by 5:00 p.m. on Friday prior to the Board Agenda Workshop Meeting. The Superintendent and his Cabinet will make every attempt to communicate the answers to the questions to Board Members prior to the Monday meeting with a copy of the questions and answers included in the dais folders.
- ▶ Open and Closed Session Format
    - Every Board Meeting will begin at the designated posted time and reconvene at the posted time.
    - Closed Session items for which there is a corresponding action item to be considered during the Open Session of the meeting will be scheduled prior to the beginning of the Open Session. The Board President and Superintendent shall, to the extent possible, allocate sufficient time to complete Closed Session discussion prior to the beginning of the Open Session.
    - If more Closed Session discussion is needed, the Presiding Officer shall announce that it is necessary for the Board to reconvene in Closed Session.
    - The Presiding Officer shall state publicly that any action, if taken, will be conducted in Open Session following the Public Comment portion of the meeting; or, if appropriate, that no action will then be taken.
- ▶ Consent Agenda
    - The consent agenda includes items of routine and/or recurring nature, grouped together under one action item.
    - The consent agenda shall be limited to:
      - > Routine Personnel
      - > Minutes
      - > Finance Report
      - > Budget Amendments
      - > Routine Contracts/Agreements
      - > Routine Procurements
      - > Acceptance of Gifts
      - > Acceptance of Grants
      - > Other items agreed to by the Board
    - Background material for each consent agenda item shall be furnished to the Board in the meeting's supporting documents.
    - All consent agenda items shall be acted upon by one vote without separate discussion.
    - A Board Member may request that an item be withdrawn for individual consideration.
- ▶ Meeting Dates
    - The Superintendent will develop a Board calendar that will include regular and workshop meeting dates of the Board of Trustees.
    - Generally, unless otherwise scheduled by a consensus of the Board, regular Board Business Meetings will be held on the fourth Monday of every month except July. An agenda review session in the form of a workshop may be held the week

prior to the regular business meeting. Additional board workshops will be scheduled as deemed necessary.

- The calendar will include those items that are cyclical and/or recurring for consideration at regular or workshop meetings.

## **Conducting Board Meetings**

### **▶ Quorum**

- Any time four or more Board Members are gathered to discuss school district business, it is considered a meeting, and must be posted as such according to Board legal policy.

### **▶ Closed Sessions**

- The Board may meet in Closed Session as provided for in the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E.
- Before any Closed Session is convened, the Presiding Officer will announce publicly, as appropriate, that matters before the Board exist that necessitate convening into Closed Session to serve and protect the interests of the District, and that any action, if necessary, resulting from duly posted Closed Session items shall be conducted in Open Session. The Presiding Officer will also announce the specific sections of the Texas Government Code under which the Board will be meeting in closed session.
- The posted agenda shall identify the section or sections of the Act authorizing the Closed Session and the general topics or subjects to be discussed. The Presiding Officer of the Board shall publicly identify such section or sections and such topics and subjects.
- The Superintendent shall attend all sessions of the Board, both Open and Closed, except when the Board desires to meet without the Superintendent to consider the Superintendent's contract, evaluation or performance, or to resolve conflicts between individual Board Members, or to act as a tribunal.
- In the event of the Superintendent's illness or Board approved absence, the Superintendent's designee shall attend such meetings.

### **▶ Public Participation at Board Meetings**

- The Board shall provide for public comment at each meeting, including all regular and special meetings. (Ref Policy BED)
- Prior to the beginning of the Public Forum, the Presiding Officer will announce the rules for public participation.
- A citizen must sign up on the appropriate form prior to the Public Forum portion of the agenda. The topic described on the form shall be complete and in sufficient detail as to determine appropriateness of the topic prior to addressing the Board. Comments on posted agenda items will be taken first. Comments on non-agenda items shall be permitted only after all agenda-specific comments have been made and if time permits.
- Public comments may be on items listed on the agenda or other areas of school district operations. Speakers with specific complaints or comments about identifiable students, employees, or officials of the District will be directed to the appropriate District administrator and/or the District's formal complaint process.

Speakers shall be discouraged from using the names of specific individuals in their public comments.

- Questions asked during Public Forum on posted agenda items may be answered or addressed by the Board during the discussion of that agenda item. Comments or questions on topics not on the posted agenda may be referred to the Superintendent for consideration and a later response, if appropriate.
  - The Presiding Officer shall determine the time limitation for each speaker, based on the number of individuals signed up to speak in Public Forum at the entrance prior to reconvening in open session. The time allotted to each speaker shall not exceed five minutes. Groups of five or more people wishing to speak on a single subject will be encouraged to appoint a spokesperson to express the views of the group. A speaker may not defer his/her allotted time to another speaker.
  - The Presiding Officer shall determine the total allotment of time for each Public Forum, based on the number of individuals signed up to speak at the start of each meeting. The standard time allotted for Public Forum shall be a total of 30 minutes.
  - The Board vests in its Presiding Officer the authority to terminate the remarks of any individual when such individual does not adhere to the established rules.
  - The Board shall not tolerate disruption of the meeting by members of the audience. If any person disrupts the meeting by his or her words or actions, the Presiding Officer may request assistance from law enforcement officials to have the person removed from the meeting.
- ▶ Board Meeting Parliamentary Procedure (Ref Policy BE)
- The Board President serves as the Presiding Officer at Board Meetings. In the absence of the President, the Vice-President will preside.
  - The Board shall be guided by parliamentary procedure as detailed in Robert's Rules of Order, Revised, or as spelled out in adopted procedure.
  - The Board President has the responsibility to keep the discussion to the motion at hand and shall halt discussion that does not apply to the business before the Board.
- ▶ Transacting Business (Ref Policy BBE)
- When an agenda item is presented, a discussion shall be held and a decision reached through voting in accordance with prescribed procedures.
  - Whenever possible, the Board should work toward a consensus model of decision-making. There may be dissenting votes which are a matter of record. However, once a decision has been made, all Board Members should support the majority vote of the Board, recognize that it carries the full authority of the Board, and individually respect that vote.
- ▶ Hearings (Ref Policy FNG, FOD, DGBA, GF)
- Employee, community and/or student/parent grievances will be handled according to Board policy FNG, FOD, DGBA, GF.

## **Board Workshops**

The Board will conduct Special Meetings/Board Workshops as needed.

- ▶ The workshop format is intended to allow the Administration to present information to the Board that is:
  - Time sensitive and/or discussion intensive
  - Required by law, rule or policy, and
  - Is necessary for the efficient and effective operation of the District
- ▶ Board workshops are not intended to substitute for regular monthly Board Business Meetings, although a quorum of the Board may take action, as necessary.
- ▶ The workshops are intended to allow an opportunity for presentation, questions, discussion and an assessment of the Board's perspective.
- ▶ The Board President serves as the Presiding Officer at Board Workshops; however, it is understood that the intended nature and format of workshops allows for the Superintendent to substantially facilitate the presentation and ordering of items under consideration. In the absence of the President, the Vice-President will preside.

### **Board Committees (Ref Policy BDB)**

- ▶ The Board may, from time to time as it deems necessary, create committees to facilitate the efficient and necessary operation of the Board.
- ▶ The President shall appoint members to special Board committees, and the Board President and the Superintendent shall be ex officio members of all Board committees unless otherwise provided by Board action.

### **District- and Campus-Level Committees**

- ▶ District- and campus-level planning and decision-making committees serve in an advisory capacity to the Board and make recommendations to the Board for final Board action; therefore, Board Members shall not serve on such committees, unless otherwise provided by federal or state law, or approved by the Board.

### **Electing Board Officers (Ref Policy BDAA)**

- ▶ At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:
  1. A president, who shall be a member of the Board
  2. A secretary, who may or may not be a member of the Board
  3. Such other officers and committees as the Board may deem necessary  
*Education Code 11.061(c).*
- ▶ A vacancy among officers of the Board shall be filled by majority action of the Board.

# ANNUAL EVALUATIONS

## Superintendent Evaluation (Ref Policy BJCD, BJCF, BJA)

- ▶ The Superintendent evaluation instrument will be updated and approved annually after the Board goal setting workshop session.
  
- ▶ Three formative evaluations will be conducted annually in closed sessions at the Board Agenda Workshops, in February, August and November. New Board members will receive training on how to evaluate the superintendent prior to the first formative dialogue session.
  
- ▶ A summative evaluation will be conducted in closed session annually in May.
  - This closed session shall be on a date separate from the regular monthly Board Agenda Workshop or Board Meeting.
  - This session may include a discussion of the Superintendent's contract.
  
- ▶ The Board will use the approved evaluation instrument for the summative evaluation. A copy of the evaluation document will be completed in advance by each Board Member and brought with the Board Member to a special closed session meeting. After coming to a consensus on each evaluated item, the Board shall prepare a single composite Summative Evaluation Document to be given to the Superintendent for discussion during that closed meeting.
  
- ▶ The Board shall strive to accomplish the following objectives during each evaluation.
  - Develop and sustain a harmonious working relationship between the Board and the Superintendent.
  - Ensure administrative leadership for excellence in the District.
  - Formulate Board consensus about the Superintendent's performance and the District's progress toward achieving its goals and objectives.

## Board Evaluation/Team Building

- ▶ There will be a routine assessment of the status of the Board/Superintendent team annually.
  
- ▶ The evaluation and team building process may include:
  - Board operating procedures
  - Board Member training
  - Social Contract
  - Conflict resolution
  - Working relationships with the Superintendent
  - Conduct of Board Meetings
  - Long-range planning and goal setting
  - Relationship with the community

# INDIVIDUAL BOARD MEMBERS

## Access to Information (Ref Policy BBE)

- ▶ An individual Board Member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code.
- ▶ Individual Board Members shall not have access to confidential student records, unless there is a legitimate educational interest in the records in accordance with policies FL (LEGAL) and (LOCAL).
- ▶ A Board Member may request existing information and reports from the Superintendent's office. If the information is not available or a new report must be generated, it shall be requested through the Board President. If the Board President does not agree to the request, it may be resubmitted to the Board President by two or more Trustees. In case of emergency, the Board President may request information or reports.
- ▶ Board Member inquiries of staff shall be limited to Superintendent's Cabinet and responses will be distributed to all Board Members.

## Communication with Other Board Members

- ▶ Board electronic and written communications regarding District issues should be routed through the Superintendent's office so that information can be disseminated and/or questions can be addressed in this manner, rather than among and between Board Members.
- ▶ A Board Member may discuss a District issue with no more than two other Board Members unless in a duly posted Board Meeting.

## Communication with the Media

- ▶ The Board President serves as the official spokesperson for the Board team to the media/press on issues of media attention.
- ▶ Media calls should be directed to Superintendent and the Public Information Officer as the district spokesperson.
- ▶ Board Members asked for individual comments or opinions by the media/press are to qualify those statements as being the opinion of the individual Board Member and not representative of the Board as a whole or the District.

## **Complaints to Board Members (Ref Policy BBE)**

- ▶ Employees, students, parents or other members of the public who bring concerns or complaints to an individual Board Member for the purpose of seeking remedy or perspective shall receive guidance that reflects:
  - An understanding by each Board Member that information provided to a Board Member, in some specific situations, could cause the Board Member receiving the information to be disqualified from participating in future hearing(s) or action by the Board specific to the issue;
  - Adherence to the Board's policies (DGBA, FNG, FOD and GF) regarding complaints and grievances.
  
- ▶ Board Members may notify the Superintendent's office of any complaint.
  
- ▶ As necessary, the Superintendent or designee shall guide the complainant to the appropriate staff member.
  
- ▶ When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Trustee may request that the issue be placed on the agenda.

## **Visits to Campuses**

- ▶ Board Members are encouraged to attend any and all school events as their time permits, and to show support of school activities.
  
- ▶ Board Members must notify the Superintendent or designee prior to visiting a campus in an official capacity.
  
- ▶ Board Members shall not visit a campus in an attempt to evaluate personnel on a campus.

## **Board Member Training (Ref Policy BBD)**

- ▶ Board Members are required to attend training set forth in Policy BBD. In addition to the orientation and team building training, a Board Member shall receive additional continuing education on an annual basis, in fulfillment of assessed needs and based on the framework for governance leadership. The district will cover the cost of registration, travel and lodging for each Board Member for the minimum number of hours shown on the *Continuing Education Requirements for School Board Members* as published on the TASB website. All costs for additional training will be the responsibility of the individual Board Member.
  
- ▶ Board memberships to any and all associations shall be brought to the Board for discussion and approval.