

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 March 28, 2022 beginning at 5:00 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.

- A. CALL TO ORDER: Establish a quorum
- B. CLOSED SESSION
  - 1. Deliberate regarding teacher contract termination and related issues, pursuant to Tx. Gov't Code Section 551.074
  - 2. Consultation with legal counsel regarding teacher contract termination and related subject matters as permitted by law, pursuant to Tx. Gov't Code Section 551.071
  - 3. Personnel: Deliberation regarding Superintendent's recommendations for employment contracts for administrators, certified professionals and professionals for the 2022-2023 school year, including Cabinet, Deputy Academic Officers, Directors, Principals and Assistant Principals - Tex. 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. ACTION ITEM
  - 1. Consideration and possible action, if any, resulting from closed session
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	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.	
	<i>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>	
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Q. UPCOMING BOARD MEETINGS

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

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

R. **ADJOURN**

This notice was posted in compliance with the Texas Open Meetings act on: March 25, 2022 at 2:00 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:** March 28, 2022

**Subject:** Consideration and possible action regarding proposal to terminate a teacher term contract

**Administrator Responsible/Position:** Dr. Fernando Medina, CHRO

**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:**

Hear and deliberate regarding proposal of termination of teacher term contract. Tex. Gov't Code 551.074.  
The proposal supports the Board & Superintendent's goal of ensuring that Hays CISD is dedicated to the safety of all students and staff.

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information

On March 8, 2022, the Board moved to propose the termination of the employee's contract for good cause. If a term contract employee desires a hearing before an independent hearing examiner, the employee must file a written request with the Commissioner of Education not later than the 15th day after the date the employee receives notice of the proposed termination or suspension without pay. Tex. Educ. Code 21.251(a), .253.

Section 21.211(a) of the Texas Education Code authorizes a Board of Trustees to terminate the employment of a person employed under a term contract of employment at any time for good cause as determined by the Board. The statute sets out specific procedures for such terminations. Staff will provide information about its recommendation to the Board in a closed meeting.

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other – Counsel

**F. Administrative Recommendation:**

Advantages/benefits of this proposal – The recommendation is consistent with the District's Mission, Vision, Beliefs and Goals which are centered on student's academic and overall wellbeing.

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

Person responsible for evaluating this decision or action — Dr. Fernando Medina, CHRO

Evaluation method and timeline –

Next report to the board – TBD

**H. Suggested Motion:**

I move to terminate the term contract of Andrew H. Palmore for good cause as reviewed in closed session and direct the Superintendent to provide notice of this action to the employee as required by law.

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

**Date:** March 28, 2022

**Subject:** Consideration and possible action to propose the suspension of Andrew Palmore without pay.

**Administrator Responsible/Position:** Dr. Fernando Medina, CHRO

**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:**

Hear and deliberate regarding proposal of suspension of teacher without pay. Tex. Gov't Code 551.074.

The proposal supports the Board & Superintendent's goal of ensuring that Hays CISD is dedicated to the safety of all students and staff.

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information

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**E. Comments Received:**

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Other – Counsel

**F. Administrative Recommendation:**

Advantages/benefits of this proposal – The recommendation is consistent with the District's Mission, Vision, Beliefs and Goals which are centered on student's academic and overall wellbeing.

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

Person responsible for evaluating this decision or action — Dr. Fernando Medina, CHRO

Evaluation method and timeline –

Next report to the board – TBD

**H. Suggested Motion:**

I move to propose the suspension of teacher Andrew Palmore, without pay, and direct the administration to provide Mr. Palmore with any required notice of this action.

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

**Date:** March 28, 2022

**Subject:** Superintendent's Report

**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

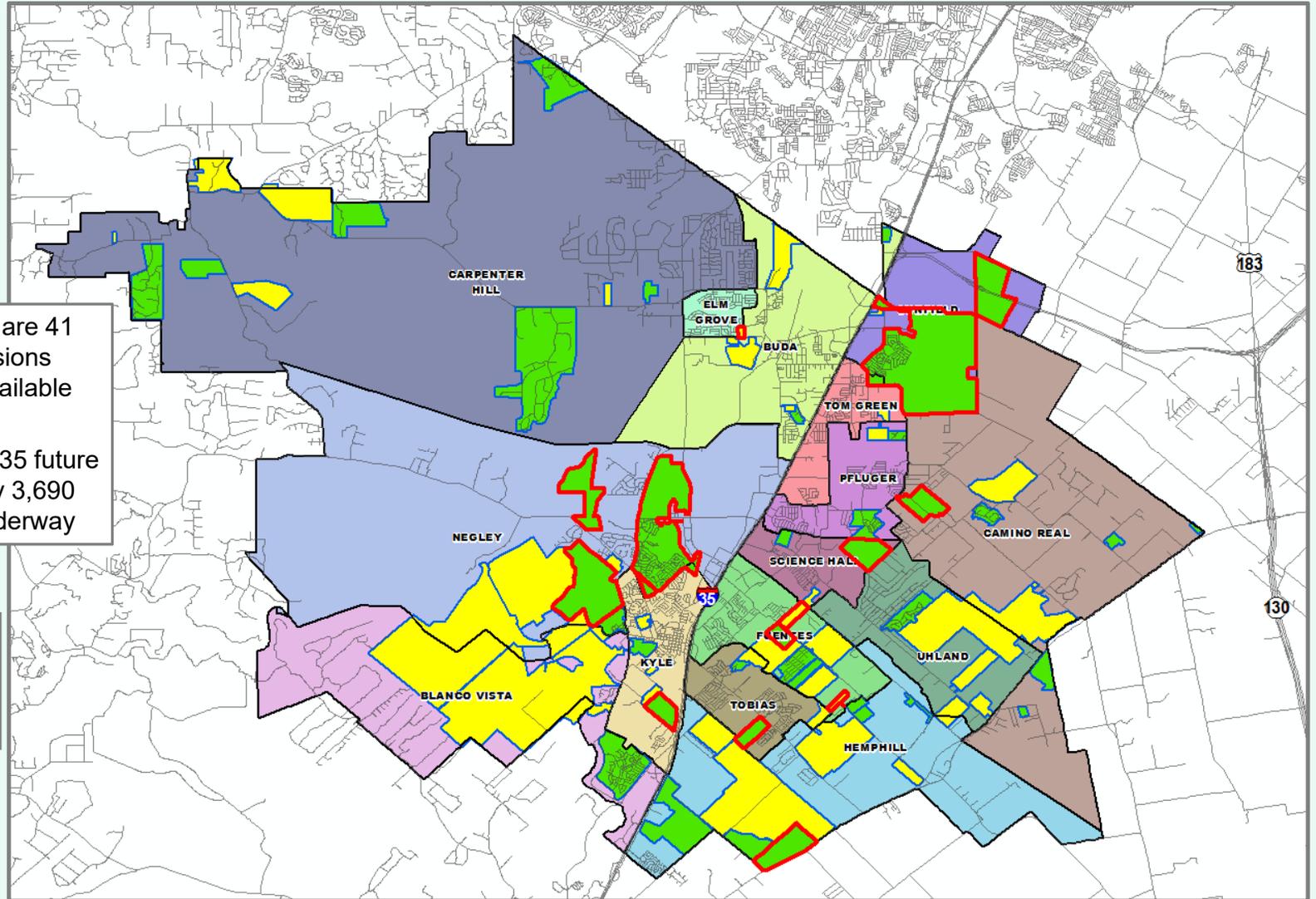
**C. Goal or Need Addressed:**

Share with Board and Community information regarding current events in the district.

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



# District Housing Overview



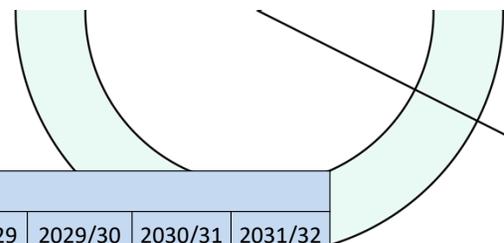
- Within Hays CISD there are 41 actively building subdivisions with nearly 3,000 lots available to build on
- Within HCISD there are 35 future subdivisions and roughly 3,690 lots with groundwork underway

**Subdivisions**

- ACTIVE
- FUTURE
- Groundwork Underway



# Ten Year Forecast by Elementary Campus



Campus	Capacity	Fall	ENROLLMENT PROJECTIONS									
		2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
BLANCO VISTA ELEMENTARY	800	715	776	825	860	882	905	917	932	952	980	1,013
BUDA ELEMENTARY	900	686	717	784	809	848	880	902	934	968	1,019	1,069
CAMINO REAL ELEMENTARY	800	763	786	810	805	798	815	833	827	833	825	819
CARPENTER HILL ELEMENTARY	800	618	640	669	709	740	772	809	845	866	892	914
ELM GROVE ELEMENTARY	982	762	775	774	787	788	776	798	801	813	832	846
ELEM 15	983	0	481	642	801	953	1,111	1,268	1,430	1,552	1,695	1,839
FUENTES ELEMENTARY	720	659	703	779	840	894	908	954	1,028	1,109	1,215	1,330
GREEN ELEMENTARY	714	826	512	539	544	549	558	565	583	617	655	688
HEMPHILL ELEMENTARY	720	436	526	617	695	780	831	898	976	1,051	1,137	1,219
KYLE ELEMENTARY	770	579	612	671	720	729	758	774	788	805	825	845
NEGLEY ELEMENTARY	967	909	1,017	1,123	1,249	1,352	1,493	1,631	1,784	1,940	2,103	2,255
PFLUGER ELEMENTARY	800	778	729	740	755	758	758	795	822	832	834	840
SCIENCE HALL ELEMENTARY	720	593	622	670	724	789	813	827	837	840	845	843
TOBIAS ELEMENTARY SCHOOL	720	656	696	754	799	857	900	909	912	917	923	927
UHLAND ELEMENTARY SCHOOL	900	720	708	735	734	757	807	893	943	989	1,029	1,080
<b>ELEMENTARY SCHOOL TOTAL</b>	<b>12,296</b>	<b>9,700</b>	<b>10,300</b>	<b>11,132</b>	<b>11,831</b>	<b>12,474</b>	<b>13,085</b>	<b>13,773</b>	<b>14,442</b>	<b>15,084</b>	<b>15,809</b>	<b>16,527</b>
Elementary Absolute Change		532	600	832	699	643	611	688	669	642	725	718
Elementary Percent Change		5.80%	6.19%	8.08%	6.28%	5.43%	4.90%	5.26%	4.86%	4.45%	4.81%	4.54%

Yellow Box = enrollment exceeds campus capacity

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

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.

*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: March 28, 2022

Subject: Campus Recognition –Negley Elementary School

Administrator Responsible/Position: Melody Crowther, Principal and Mary Noble, 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 item is to recognize one of our campuses.
- D. Summary:  
 **Background information** –Beginning January 2022, our district would like to recognize a campus each month for their academic achievement, student programs and their parental/community involvement.
- E. **Administrative Recommendation:**  
The administration is not making a recommendation on this item as it is only informational.
- F. **Monitoring and Reporting Time Line:**  
**Person responsible for evaluating this decision or action** — Mary Noble, Deputy Academic Officer

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

**Date:** March 28, 2022

**Subject:** Student Achievement Report – Summary report of district attendance and discipline

**Administrator Responsible/Position:** Adrianna Price, Director of Student Services, Jesus Gomez, Deputy Academic Officer, and Marivel Sedillo, DS/CAO

**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:**

Our goal is to provide the Board with a summary of our district's attendance and discipline data of the 2021-2022 school year.

**D. Summary:**

Background information – District administration monitors attendance and discipline data throughout the school year to make academic or program adjustments.

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

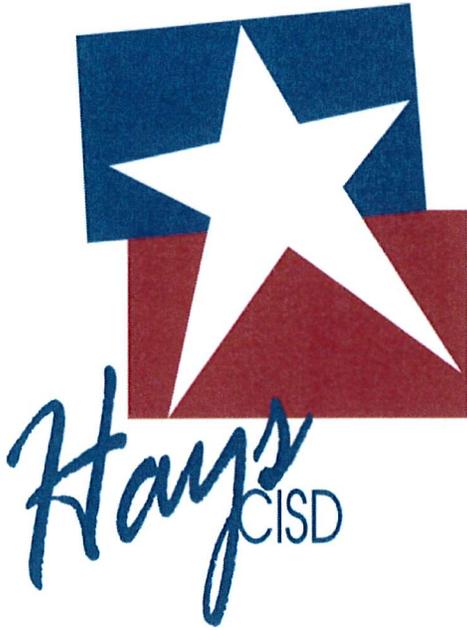
Other – Director of Student Services

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

Person responsible for evaluating this decision or action --Marivel Sedillo, DS/CAO

Evaluation method and time line – C&I and campus administrators will monitor and address attendance and discipline data to determine academic adjustments throughout the year.

Next report to the board –



**2021-2022**  
**March Board Meeting**  
**Attendance, Discipline and Emergent Tree**

## Presentation Overview

- District Attendance
  - Successes
  - Concerns
  - Data
- District Discipline
  - Successes
  - Concerns
  - Data
- Emergent Tree
  - What is Emergent Tree?
  - District Implementation
    - Tier I: Groundworks
    - Tier II: Bridges



# District Attendance



## District Attendance

- **Successes**
  - Positive culture on campuses
  - Campus systems
  - Attendance staffings (campus and Attendance Intervention Specialist)
  - Automated notifications reactivated (phone and email)
- **Concerns**
  - Transition back from virtual to all in-person
    - Misunderstanding about virtual learning
    - Lack of motivation to return regularly after virtual learning in prior years
    - Covid hesitations



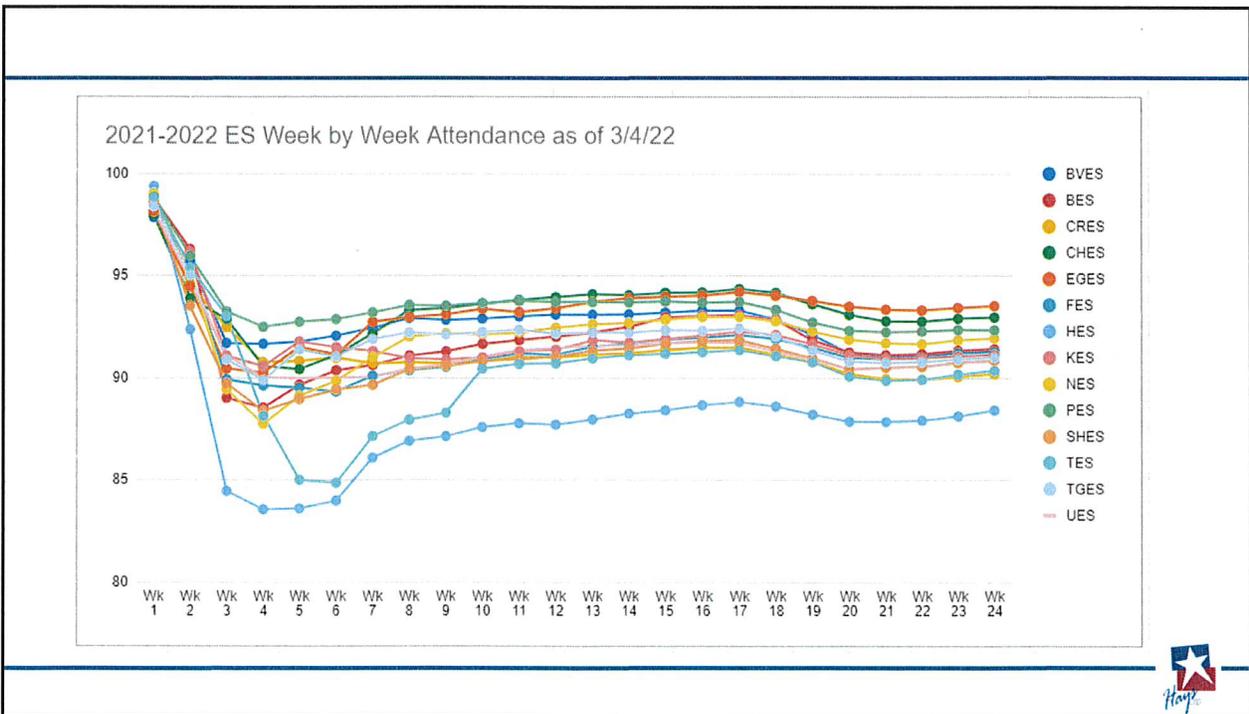
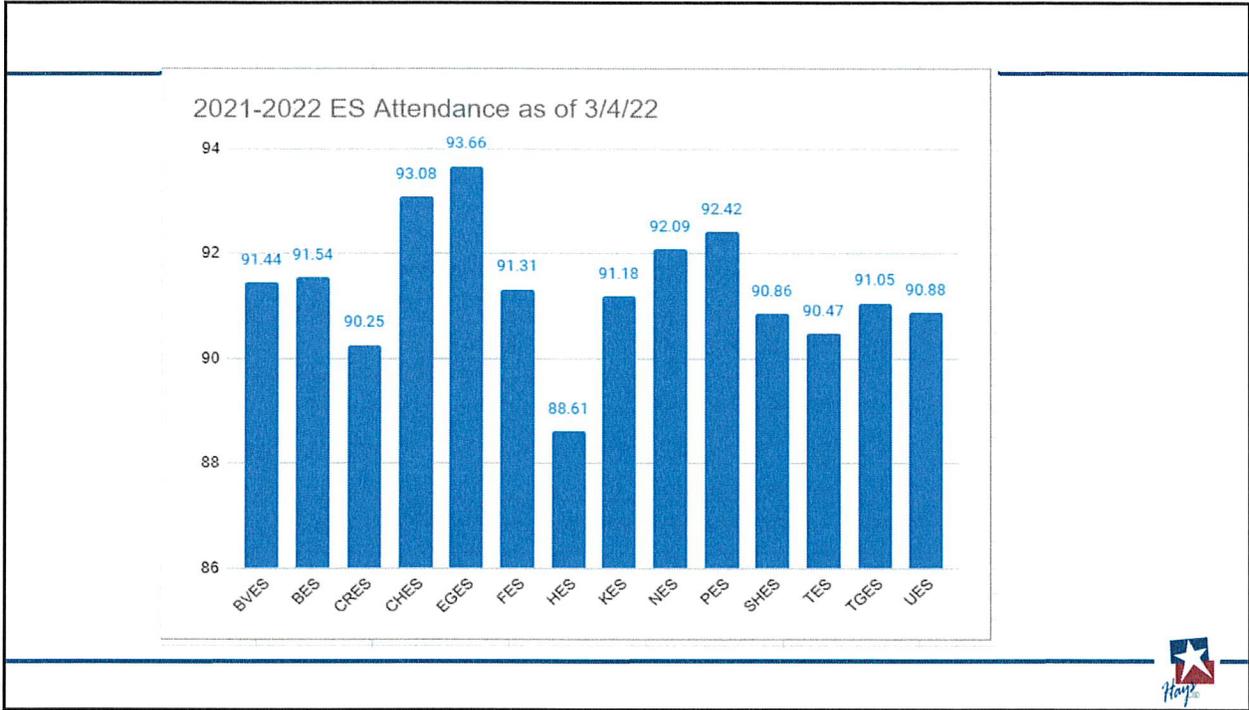
## District Attendance Data

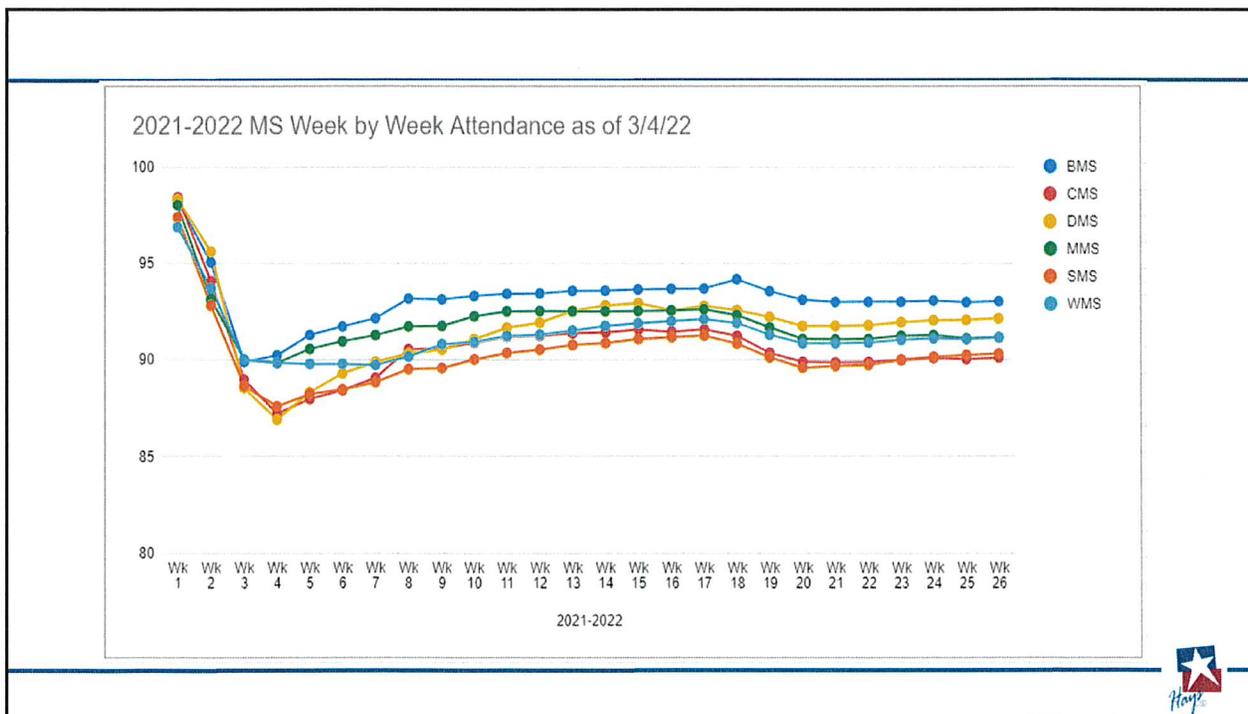
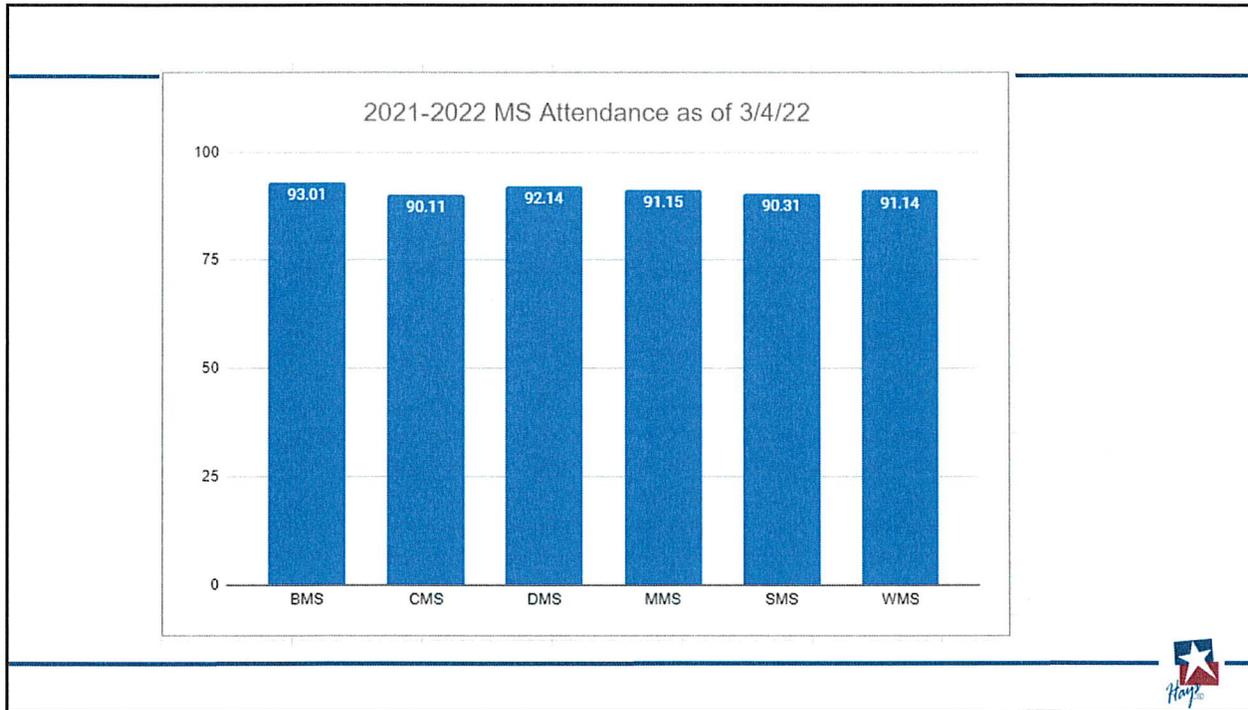
- [Attendance Data Link](#)
  - ES Graphs 2021-2022
  - MS Graphs 2021-2022
  - HS Graphs 2021-2022
  - District Attendance Graphs
  - Campus Attendance Table

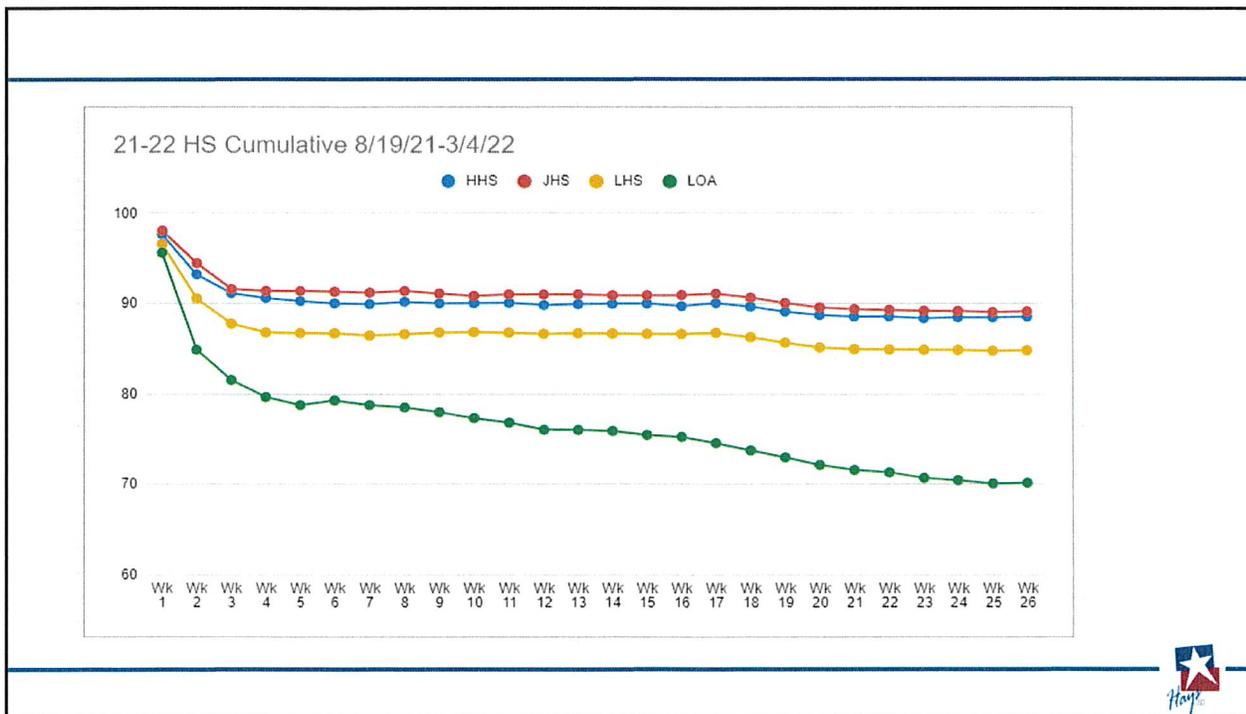
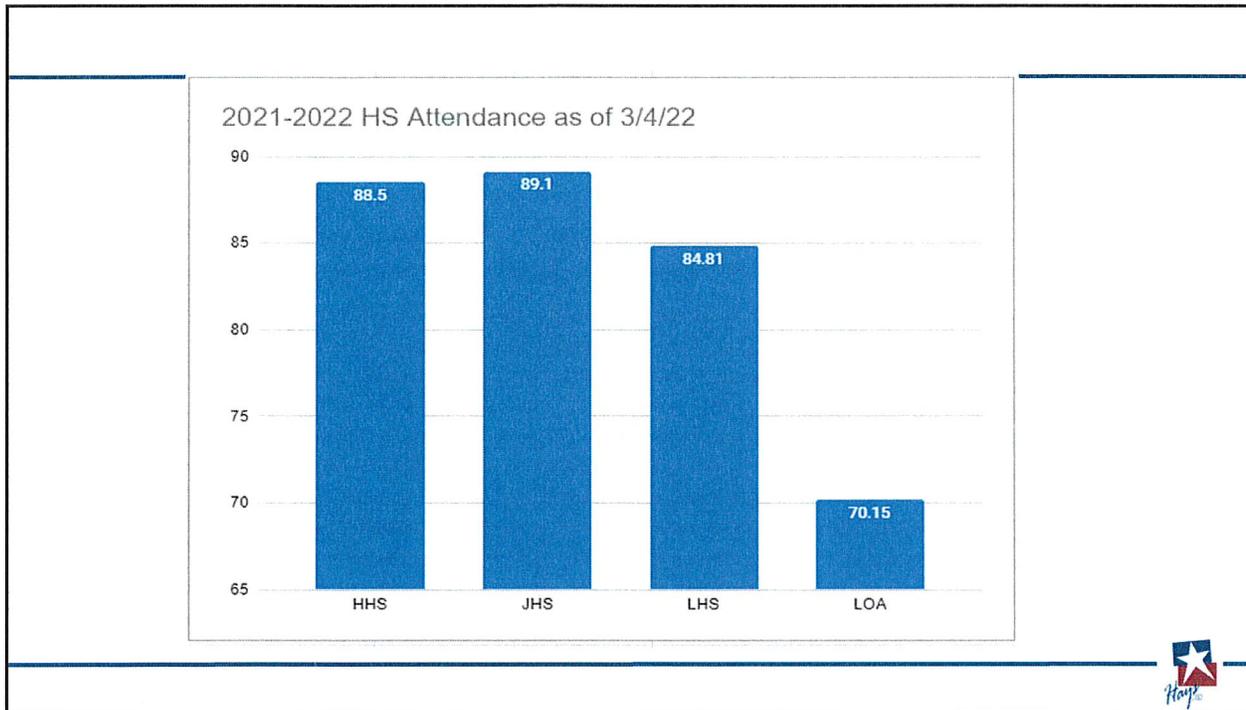


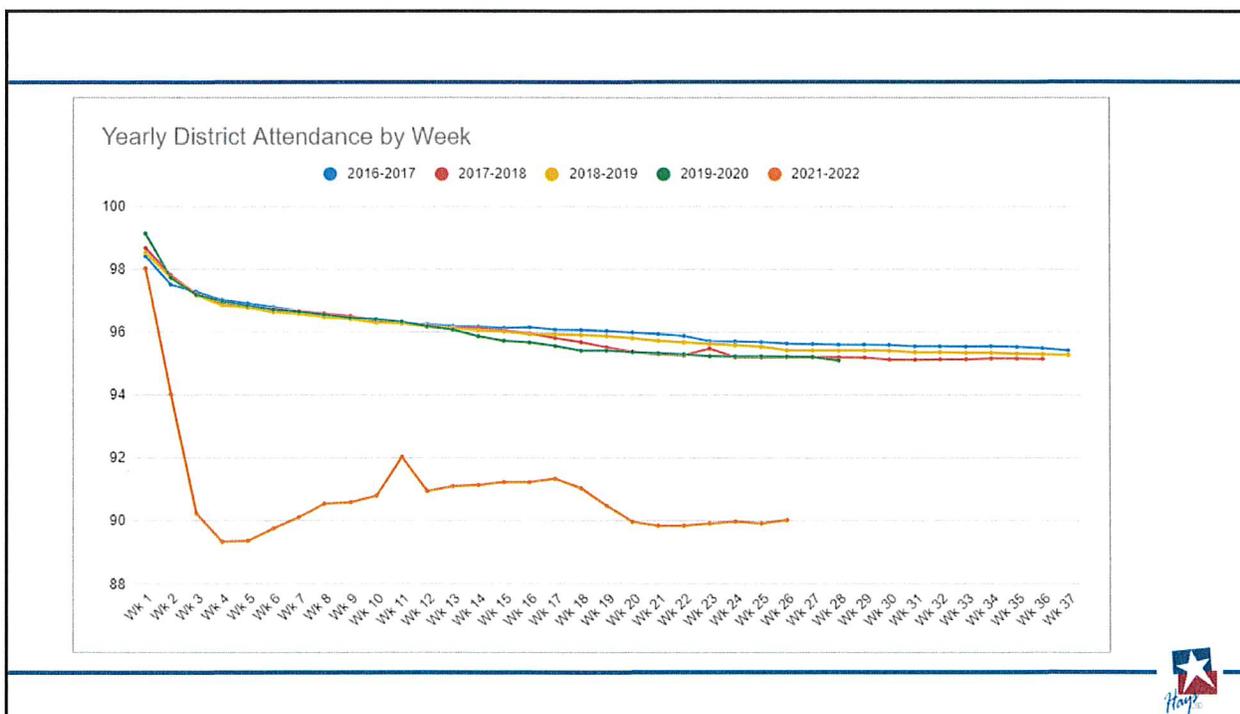
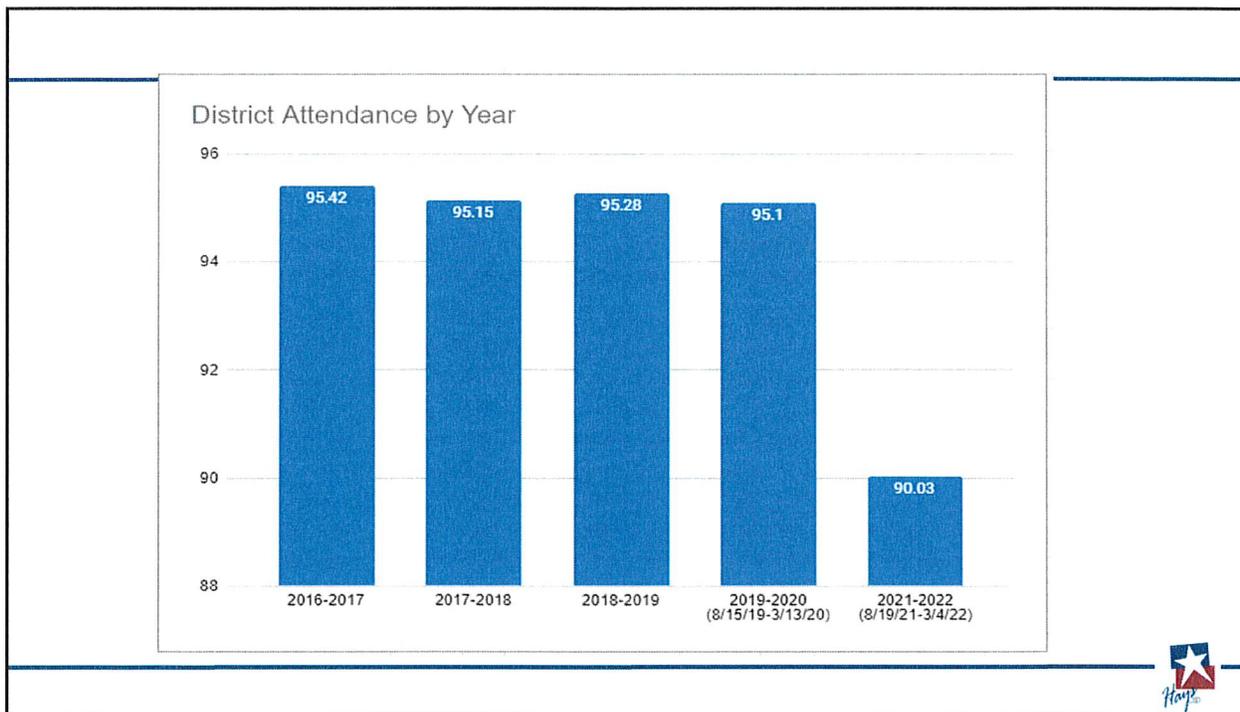
# Attendance Tables and Graphs











	2018-2019	2019-2020 (through March 13th)	2021-2022 (as of March 4th)
BVES	96.2	95.99	91.44
BES	95	95.32	91.54
CRES	95.5	94.73	90.25
CHES	96.3	96.31	93.08
EGES	96.2	96.61	93.66
FES	95.6	95.4	91.31
HES	95.3	94.54	88.61
KES	95.1	95.39	91.18
NES	95.3	95.67	92.09
PES	95.4	95.19	92.42
SHES	95.6	95.23	90.86
TES	95.3	95.21	90.47
TGES	95.7	95.61	91.05
UES	95.6	95.88	90.88
<hr/>			
BMS	95.9	96.48	93.01
CMS	95	95.68	90.11
DMS	95.9	96.47	92.14
MMS	95.2	95.49	91.15
SMS	95.5	95.44	90.31
WMS	94.9	95.79	91.14
<hr/>			
HHS	93.8	94.83	88.5
JHS	-	95.79	89.1
LHS	93	93.84	84.81
LOA	76.6	80.53	70.15



# District Discipline



## District Discipline

- **Successes**
  - Campus Culture
  - Retraining/Re-establishing Expectations
  - Developing Consistent Multi-tiered Systems of Support (MTSS) at ES Level
    - Emergent Tree Trainings
    - ES Behavior Aide Position
  - DAEP
    - Behavior Interventionist
    - Academic Counseling
- **Concerns**
  - Vaping (continues to be concern)
  - Fighting/Mutual Combat (MS)
  - Assistant Principal Responsibilities
    - Limited time for in-depth interventions and restorative efforts (quality vs. quantity)



## District Discipline Data

- [Discipline Data Link](#)
  - Total Referrals
  - Total DAEP Placements
  - Fighting/Mutual Combat Referrals
  - Assault Causing Bodily Injury Referrals
  - Hitting/Scuffling Referrals
  - Poss/Sold/Used/Under Influence Marijuana/Cont Subs Referrals
  - E-Cig Referrals



# Discipline Tables



LOCATION	Total Number of Referrals			
	2019	2020	2021	2022
001-HHS	2822	2674	323	688
002-IMP	253	448	29	253
004-LOA	12	15	0	5
005-LHS	1675	1481	433	1396
006-JHS	NA	864	161	656
041-BMS	251	327	98	258
043-DMS	223	166	71	301
044-WMS	335	283	115	441
045-CMS	474	295	57	430
046-SMS	1108	1115	295	550
047-MMS	1130	679	163	592
101-KES	376	180	87	78
103-TGES	158	147	69	114
106-BES	85	78	24	132
107-EGES	53	99	56	39
108-FES	114	157	57	73
109-HES	79	81	15	104
110-TES	124	195	159	140
111-NES	68	146	19	82
112-SHES	68	66	8	48
113-BVES	102	117	39	42
114-CRES	124	200	15	75
115-CHES	111	30	8	31
116-PES	99	90	17	92
118-UES	63	37	4	79
<b>TOTAL</b>	<b>9907</b>	<b>9970</b>	<b>2322</b>	<b>6699</b>



LOCATION	Total DAEP Placements					
	2019	2020 (-March)	2021	2022	Mandatory '22	Discretionary '22
HHS	126	72	11	59	31	28
LOA	8	11	0	2	2	0
LHS	129	142	22	97	63	34
JHS	0	55	34	98	75	23
BMS	7	7	3	5	4	1
DMS	4	3	2	10	8	2
WMS	13	14	6	21	10	11
CMS	33	14	3	40	23	17
SMS	36	20	5	5	4	1
MMS	34	17	2	23	12	11
KES	0	0	0	0	0	0
TGES	3	2	0	0	0	0
BES	1	1	0	0	0	0
EGES	0	1	0	0	0	0
FES	1	1	0	2	2	0
HES	0	0	1	0	0	0
TES	2	0	0	1	1	0
NES	0	1	0	0	0	0
SHES	0	0	0	0	0	0
BVES	2	1	0	0	0	0
CRES	0	0	0	0	0	0
CHES	0	0	0	0	0	0
PES	0	0	0	0	0	0
UES	0	0	0	0	0	0
<b>TOTAL</b>	<b>399</b>	<b>362</b>	<b>91</b>	<b>363</b>	<b>235</b>	<b>128</b>



	Number of Students who engaged in a Fight/Mutual Combat (04)		
	2019	2020	2022
HHS	42	14	25
IMP	0	4	0
LOA	0	0	0
LHS	47	24	34
JHS	n/a	18	14
BMS	2	2	16
DMS	6	0	7
WMS	4	4	31
CMS	23	19	34
SMS	21	16	43
MMS	26	2	14
KES	6	0	0
TGES	2	3	0
BES	1	2	0
EGES	0	0	0
FES	1	5	0
HES	0	0	4
TES	4	0	0
NES	0	2	6
SHES	7	2	2
BVES	1	0	0
CRES	5	6	0
CHES	4	0	0
PES	2	0	0
UES	4	0	2
<b>TOTAL</b>	<b>208</b>	<b>123</b>	<b>232</b>



	Assault Causing Bodily Injury (to non-school emp)		
	2019	2020	2022
HHS	11	7	4
IMP	1	2	1
LOA	0	0	0
LHS	21	16	11
JHS	n/a	1	0
BMS	2	0	0
DMS	0	0	1
WMS	3	2	8
CMS	6	3	4
SMS	3	3	1
MMS	0	1	0



	Hitting/Scuffling		
	2019	2020	2022
HHS	20	18	6
IMP	0	6	2
LOA	0	0	0
LHS	17	15	6
JHS	0	9	3
BMS	32	43	13
DMS	46	35	63
WMS	37	37	57
CMS	15	15	18
SMS	96	54	21
MMS	105	52	23
KES	92	56	12
TGES	13	11	16
BES	36	9	18
EGES	10	51	14
FES	31	20	4
HES	12	31	7
TES	13	50	34
NES	34	46	0
SHES	9	6	12
BVES	3	2	0
CRES	20	23	19
CHES	14	4	6
PES	24	15	12
UES	5	0	3
TOTAL	684	608	369



	Possess/Sold/Used/Under Inf of Marijuana/Controlled Substance			2022 E-Cig with cont subs (Code added in 2022)
	2019	2020	2022	
HHS	78	30	12	8
IMP	5	22	6	0
LOA	6	9	0	0
LHS	62	91	29	18
JHS	n/a	15	22	42
BMS	3	2	3	0
DMS	0	2	1	0
WMS	5	2	3	3
CMS	6	4	13	0
SMS	14	5	3	1
MMS	17	12	8	0
KES	0	0	0	0
TGES	0	0	0	0
BES	0	0	0	1
EGES	0	0	0	0
FES	0	0	0	5
HES	0	0	0	0
TES	2	0	0	0
NES	0	0	0	0
SHES	0	0	0	0
BVES	0	0	0	0
CRES	0	0	0	2
CHES	0	0	0	0
PES	0	0	0	0
UES	0	0	0	0
<b>TOTAL</b>	<b>198</b>	<b>194</b>	<b>100</b>	<b>80</b>



	E-Cigarette/Vape Device			E-Cig with controlled subs (Code added in 2022)
	2019	2020	2022	
HHS	70	23	23	8
IMP	8	0	1	0
LOA	0	0	2	0
LHS	17	19	17	18
JHS	n/a	16	29	42
BMS	9	3	4	0
DMS	13	0	1	0
WMS	7	0	4	3
CMS	4	4	1	0
SMS	0	3	1	1
MMS	0	2	6	0
KES	0	0	0	0
TGES	0	0	0	0
BES	0	0	0	1
EGES	0	0	0	0
FES	0	0	0	5
HES	0	0	0	0
TES	0	0	0	0
NES	0	0	0	0
SHES	0	0	0	0
BVES	0	0	0	0
CRES	0	0	0	2
CHES	0	0	0	0
PES	0	0	0	0
UES	0	0	0	0
<b>TOTAL</b>	<b>128</b>	<b>70</b>	<b>91</b>	<b>80</b>

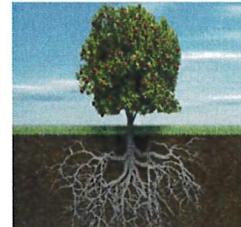


# Emergent Tree



## Emergent Tree

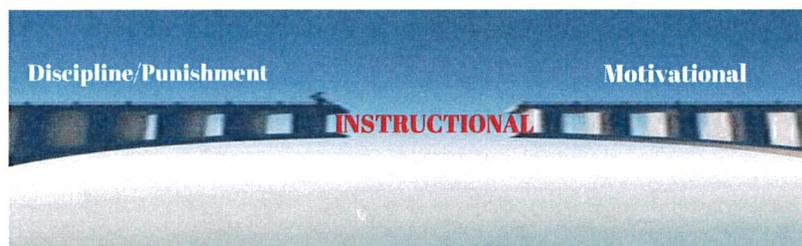
- What is Emergent Tree?
  - Emergent Tree Website
    - A **systemic approach** to a Multi-Tiered Behavior Support
    - Provides an **instructional approach** to behavior
    - Turns classrooms into thriving communities with **social-emotional-behavioral intelligence**
    - Provides **systemic support** at all campus and district levels through training, ongoing coaching and software design



## Emergent Tree

- Why Emergent Tree?

- Our instructional approach to behavior ends the discipline versus motivation debate, and everyone wins.
- Our actionable strategies and simple tools leverage strengths, fill gaps and inspire growth.
- When teachers feel confident and competent with behavior strategies, they have more energy for the critical magic that is education. -Emergent Tree



## Emergent Tree- Tier I: Groundworks

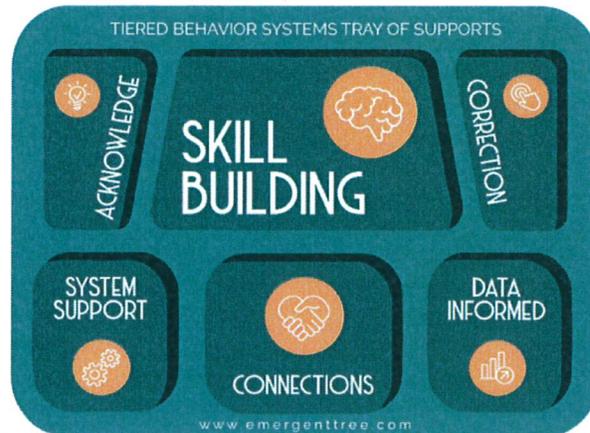
- District Implementation Timeline

- Pilot Campuses: Pfluger and Tom Green
  - Campus teams: 10 members
    - February 11, Groundworks training 1
    - February 25, Groundworks training 2
    - March: Conduct screeners
    - May: Review screeners
- Remaining ES campus teams will onboard this summer
  - June 1, Groundworks training 1
  - June 2, Groundworks training 2



## Emergent Tree- Tier I at a glance

- Emergent Tree Groundworks Framework



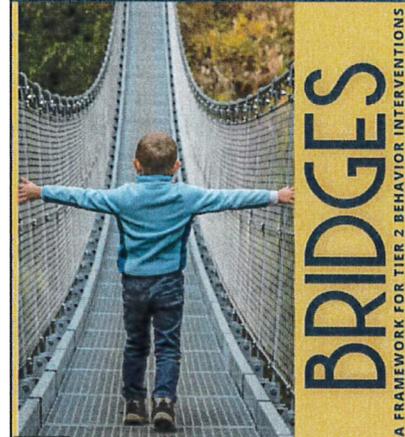
## Emergent Tree- Tier II: Bridges

- District Implementation Timeline
  - All ES Campus Assistant Principals and Behavior Aides (9 hired)
    - January 3rd, Bridges Session I with Emergent Tree
    - January 12th, Assistant Principal check-in
    - February 7th, Bridges coaching session with Emergent Tree
    - April 18th, Coaching session
    - May 2nd, Coaching Session



## Emergent Tree- Tier II at a glance

- Emergent Tree Bridges Framework

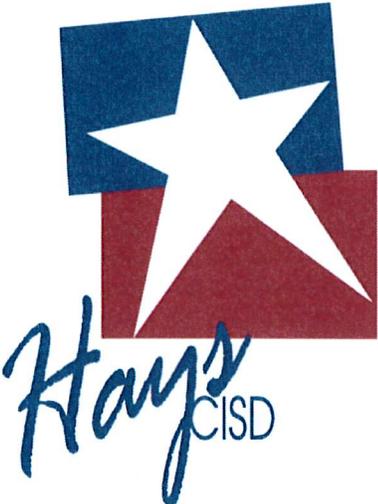


## Additional Training and Support

- Additional Emergent Tree Informational Sessions:
  - Counselors and SPED Behavior Specialists, Jan 14th (Tier II)
  - Principals-Elementary Huddle, Feb 9th (District Plan)
- Additional Behavior Trainings for Campus Behavior Aides (offered by our SPED department):
  - Science of Behavior Training, February 23
  - Functional Behavior Assessment- General Process, March 23
  - Planning and Responding to Escalated Behaviors or Crisis Situations, April 14
  - Basic Classroom Management, May 4



Thank you for your  
investment and for your  
commitment to Hays CISD.  
We appreciate you.



# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

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. Contracts, MOU's, Affiliation Agreements

**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: March 28, 2022

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 February 22, 2022 and February 28, 2022 meetings 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 February 22, 2022 and February 28, 2022 meetings, as presented.

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

Budget

Bond

Grant/Special Funds

Other \_\_\_\_\_

**H. Suggested Motion:**

I move that the Board approve the minutes from the February 22, 2022 and February 28, 2022 meetings as presented.

# Minutes of Regular Meeting February 22, 2022

## 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 Tuesday, February 22, 2022, beginning at 5:30 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:30 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Merideth Keller, Vanessa Petrea, Will McManus and Courtney Runkle were present. Board member Raul Vela was not in attendance.

CLOSED SESSION

The Board adjourned to Closed Session at 5:31 PM for the Superintendent's Formative Evaluation – Quarterly Progress Report on the Board and Superintendent Goals - Tex. Gov't Code Sec. 551.074.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:46 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

SUPERINTENDENT REPORT

Dr. Eric Wright shared information with the Board and public regarding the UIL realignment, state qualifiers, enrollment numbers and opening campuses on March 1, 2022 to parents and volunteers.

PUBLIC FORUM

No one addressed the board in the public forum portion of the meeting.

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 for the February 28, 2022 Hays CISD Board of Trustees Business Meeting.

STUDENT ACHIEVEMENT REPORT - FEBRUARY 22, 2022

Kevin Malandrucolo shared the CBA2 Summary, mCLASS MOY information, advanced academics information and CTE information with the board. Rigorous discussion ensued. Administrators answered questions from the Board members.

CONSENT AGENDA - FOR ACTION ON FEBRUARY 28, 2022

Minutes of Board of Trustees Meetings

Budget Amendments  
Procurements  
a. Smallwares Kitchen Items - Webstaurant

The Board took a short break and reconvened at 8:15 PM.

**ACTION ITEM - FOR ACTION ON FEBRUARY 22, 2022**

Consideration and possible adoption of Resolution Proclaiming February as Career and Technical Education Month  
Mrs. Orosco moved and Dr. Perez-Gonzalez seconded the motion that the Board adopt the Resolution Proclaiming February as Career and Technical Education Month a presented. The motion passed with a 6-0 vote.

Consideration and possible approval of amendment to the 2021-2022 Compensation Plan to address specials and special education team lead stipends

Mrs. Orosco moved and Mrs. Runkle seconded the motion that the Board amend the 2021-2022 Compensation Plan so that it reflects and Elementary Team Lead stipend to include a Special Education Team Lead and Specials Team Lead. The motion passed with a 6-0 vote.

**ACTION ITEMS - FOR ACTION ON FEBRUARY 28, 2022**

Consideration and possible approval of GMP for 2021 Bond Bid Package 7 - Lehman High School Roofing and HVAC

The 2021 Bond contains provisions for HVAC, roofing, and flooring improvements at LHS. Due to the long lead times on many manufactured products, staff recommended, and the Board approved, ordering the HVAC equipment in December 2021 so that it can be installed in the summer 2022. GMP 1 for HVAC equipment at Lehman HS is valued at \$2,507,504. GMP 2 for the balance of the work including roofing, flooring, tennis courts installation, lighting on the band tower, and HVAC labor is valued at \$9,889,684

Consideration and possible approval of 2021 Bond Project Bid Package 8 at Hays High School Improvements GMP 2 for HVAC Equipment

The 2021 Bond contains provisions for improvements to Hays HS including Science Lab Renovations, roofing, HVAC, fire alarm, flooring, gym bleacher replacement, drainage work, and asphalt replacement valued at \$31.1 M. The Live Oak Academy Project is a separate project valued at \$8.9M which is in the design phase. The Project Team consisting of the owner (central and campus staff), architect (O'Connell Robertson, OCR), and construction manager at risk (Bartlett-Cocke) began detailed schematic design (SD) work on this project in May 2021 and held multiple meetings with campus groups which culminated with a design activity on September 8, 2021 which allowed the science faculty an additional opportunity to express their ideas prior to SD approval. Members of the FBOC were also present for this activity. Due to long lead times on many manufactured products, GMP 1 was recommended and approved in December 2021 to replace the bleachers in Bales Gym, so that the material could be ordered and installed in the Summer 2022. The total budget for the bleacher replacement is \$565,888, and GMP 1 is valued at \$280,152. Staff is recommending consideration and approval of GMP 2 HVAC equipment now in order to get in the production queue. GMP 2 is valued at \$2,667,323. Staff anticipates bringing forward GMP 3 for the balance of the work in April 2022.

Consideration and possible approval of the procurement of instructional materials for Sunfield Elementary  
Curriculum and Instruction staff presented the required instructional materials to support the instructional programs and Sunfield Elementary.

Consideration and possible approval of the procurement of the Sunfield Opening Day Library Collection from Follett School Solutions

Curriculum and instruction was available to answer questions from the Board regarding the library collection.

Consideration and possible approval of the purchase of a video scoreboard for Shelton Stadium

The administration seeks to purchase a replacement scoreboard for Shelton Stadium. The replacement scoreboard will have the ability for expanded advertisements to offset the cost of the scoreboard. There was a short presentation and VCRNow representatives were at the meeting to answer questions from the Board.

Consideration and possible approval of resolution regarding compensation of staff affected by inclement weather on February 3 and February 4, 2022

It is in the best interest of the school district, for appropriate public purposes, and to ensure effective district operations and the best use of public funds for the Board to adopt the proposed resolution.

The Board took a short break at 8:55 and reconvened at 9:06 PM.

#### INFORMATION ITEMS

Review of Budget Timeline for 2022-2023 Budget including discussion of budget priorities

Board members shared their budget priorities with administration. Those priorities included compensation, grow your own program, technology for students, mental health resources, intervention and CCR dashboard. These priorities will be discussed more during the budget process.

Update on possibility of tuition based PreK

Administrators answered questions from the Board Members regarding tuition-based Pre-K. More information will be shared as the program is developed.

Financial Statements

Update on construction and renovation projects in the district

ADJOURN

No further business was conducted and the meeting adjourned at 9:47 PM.

# Minutes of Regular Meeting February 28, 2022

## Hays CISD Board of Trustees

---

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, February 28, 2022, beginning at 5:30 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:31 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Merideth Keller, Vanessa Petrea, Raul Vela, Will McManus and Courtney Runkle were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:31 PM to receive an update on safety and security audits and protocols - Tex. Gov't Code Sec. 551.076.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:39 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

SUPERINTENDENT REPORT

Dr. Wright shared district celebrations with the Board and community.

PUBLIC FORUM

No one addressed the Board during the public forum.

CAMPUS RECOGNITION

David Pierce, Principal of Hays High School, presented an overview of the Hays High School Showcase. The information included the academic achievements, student programs and interventions. He answered questions from board members.

STUDENT ACHIEVEMENT REPORT PRESENTED FEBRUARY 22, 2022

Presented at the February 22, 2022 Board Meeting.

CONSENT AGENDA

- Minutes of Board of Trustees Meetings

- Budget Amendments

- Procurements

  - Smallwares Kitchen Items – Webstaurant

Mrs. Keller moved and Dr. Perez-Gonzalez seconded the motion that the Board approve the consent agenda as presented. The motion passed with a 7-0 vote.

#### ACTION ITEM - ACTION TAKEN ON FEBRUARY 22, 2022

Consideration and possible adoption of Resolution Proclaiming February as Career and Technical Education Month

Consideration and possible approval of amendment to the 2021-2022 Compensation Plan to address specials and special education team lead stipends

#### ACTION ITEMS

NEW -Consideration and possible adoption of order canceling the May 7, 2022 trustee election for the unexpired term in Single-Member-District 2, and declare the unopposed candidate elected

Tim savoy informed the Board that when candidates are unopposed in a school board trustee election, the Board routinely cancels the election, if allowed by law, and declares the unopposed candidates elected. If the cancellation order is approved, the candidates declared elected would receive their election certificates in the same manner and at the same time as provided by law for a candidate elected on election day. In other words, candidate would not receive their certificates for election or be able to take office until the regular canvassing period for the May 7, 2022, election. Previous law did not allow for the cancellation of trustee elections if an at-large ballot measure was also on the ballot (including a bond). The trustee elections continued normally and the unopposed candidates were listed on the ballots alone in each of their races. Under the amended law and guidance from the Office of the Texas Secretary of State, special elections (such as measure or proposition elections, or special elections to fill unexpired terms) are considered separate elections from trustee elections. Amended law allows for the district to cancel the election for unopposed trustee races even when a separate bond election is to be held on the same day. The candidates would still be listed on the ballot, but appear under the category of "Unopposed Candidates Declared Elected." There would not be a need or way for voters to cast ballots in these races. The Board may cancel the election if the deadline for filing for a place on the ballot (February 18, 2022) and the deadline for declarations of write-in candidacy (February 22, 2022) have passed and the current candidates remain unopposed.

Mrs. Orosco moved and Mrs. Keller seconded the motion that the Board adopt the order canceling the May 7, 2022, trustee election for the unexpired term in Single-Member-District 2, and declare the unopposed candidate elected. The motion passed with a 6-0-1 vote, Mrs. Orosco, Mrs. Keller, Mrs. Petrea, Mr. Vela, Mr. McManus and Mrs. Runkle voting for the resolution and Dr. Perez-Gonzalez abstaining.

Consideration and possible approval of GMP for 2021 Bond Bid Package 7 - Lehman High School Roofing and HVAC

Mr. McManus moved and Mr. Vela seconded the motion that the Board approve 2021 Bond Lehman High School Improvements GMP 2 from Bartlett-Cocke, as designed by O'Connell Robertson Architects, in the amount of \$9,889,684 as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of 2021 Bond Project Bid Package 8 at Hays High School Improvements GMP 2 for HVAC Equipment

Mr. McManus moved and Mrs. Runkle seconded the motion that the Board approve the 2021 Bond Hays High School Improvements GMP 2 from Bartlett-Cocke, as designed by O'Connell Robertson Architects, in the amount of \$2,667,323, as presented. The motion passed with a 7-0 vote.

The item regarding the purchase of a video scoreboard for Shelton Stadium was moved up to this point in the meeting.

Discussion ensued regarding this item. Dr. Wright answered questions from the Board. Mrs. Keller moved and Mr. Vela seconded the motion that the approve the purchase and installation of a replacement scoreboard at Shelton Stadium from VCRNow for a total cost of \$697,091.82 plus 10% contingency as

presented. The motion passed with a 6-1 vote. Dr. Perez-Gonzalez, Mrs. Keller, Mrs. Petrea, Mr. Vela, Mr. McManus and Mrs. Runkle voting for and Mrs. Orosco voting against the motion.

The Board took a short break from 7:27 to 7:35. Dr. Wright left the meeting and Ms. Marivel Sedillo, Deputy Superintendent presided for the duration of the meeting.

Consideration and possible approval of the procurement of instructional materials for Sunfield Elementary  
Mrs. Runkle moved and Mr. McManus seconded the motion that the Board approve the purchase of instructional materials for Sunfield Elementary in the amount of \$389,907.22 as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of the procurement of the Sunfield Opening Day Library Collection from Follett School Solutions

Mrs. Runkle moved and Dr. Perez-Gonzalez seconded the motion that the Board approve the purchase of the opening day library collection from Follett School Solutions in the amount of \$195,376.09 for library books to be placed in the new library at Sunfield Elementary School. The motion passed with a 7-0 vote

Consideration and possible approval of resolution regarding compensation of staff affected by inclement weather on February 3, 2022, February 4, 2022 and February 24, 2022

On February 3 and February 4, 2022, Central Texas was hit with a winter storm which left ice throughout the entire district. This storm made travel impossible. On February 24, 2022, another arctic front moved through central Texas and caused a 3-hour delayed start in the district. It is in the best interest of the school district, for appropriate public purposes, and to ensure effective district operations and the best use of public funds for the Board to adopt the proposed resolution.

Mrs. Orosco moved and Mrs. Runkle seconded the motion that the Board approve the resolution regarding compensation of staff affected by inclement weather on February 3, 2022, February 4, 2022, and February 24, 2022 as presented. The motion passed with a 7-0 vote.

#### INFORMATION ITEMS

Discussion regarding Dashboards and Parent Portal on the Hays CISD website

Dr. Michael Watson led the discussion with Board Members as to what they wanted to see in parent dashboards and public facing dashboards. Rigorous discussion ensued. There will be continued communication between administrators and presentations to the Board in order to meet the needs of the district.

Review of Budget Timeline for 2022-2023 Budget including discussion of budget priorities

Update on possibility of tuition based PreK

Financial Statements

Update on construction and renovation projects in the district

#### ADJOURN

No further business was conducted and the meeting adjourned at 8:21 PM.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: Budget Amendments

Administrator Responsible/Position: Randy Rau

**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 2021-2022 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: Prior month board meeting

(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 budget amendment as presented.

# BUDGET AMENDMENT 8 – March 28, 2022

**RECOMMENDATION:**

The Administration recommends the listed budget amendments and transfers be approved.

**BACKGROUND INFORMATION:**

In accordance with the TEA budget and accounting procedures and guidelines, the District’s official budget includes the General Fund, Food Service Fund, and the Debt Service Fund. The Board of Trustees should approve the adoption of the budgets associated with these funds, and subsequent amendments, at the *Fund Function* level. Other funds such as Special Revenue Funds for grants and capital projects are approved on a *Project Basis*; and consequently, *are* not required to be approved with the same level of detail.

The administration routinely allows transfers of existing budgeted funds within the same fund function in order to accommodate the necessary operations of the requesting department or campus. These transfers usually become necessary due to account coding requirements. Requests for transfers of existing funds between functions are reviewed by the administration to ensure that the related expenditures will not exceed the overall approved budget at the function level. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

In addition to the transfers of existing budget funds outlined above, the Board of Trustees must approve requests for new appropriations prior to expenditure. These requests include appropriations from fund balance, and reappropriation of designated fund balances.

**ADMINISTRATIVE CONSIDERATIONS:**

Transfers: The Administration has reviewed the following transfers and determined that there will be **no impact to the budget.**

**Cross Function Transfer Summary**

Description	Increase (Decrease)
11 - Instruction	\$ (64,204)
12 - Instructional Resources and Media Services	\$ 0
13 - Instructional Staff Development	\$ (7,584)
21 - Instructional Administration	\$ 64,000
23 - Campus Administration	\$ 6,173
31 - Guidance and Counseling Services	\$ 993
32 - Social Work Services	\$ 0
33 - Health Services	\$ 0
34 - Transportation	\$ 0
36 - Co curricular / Extracurricular	\$ 622
41 - General Administration	\$ 0
51 - Maintenance	\$ 0
52 - Security	\$ 0
53 - Data Services	\$ 0
61 – Community Services	\$ 0
71 – Debt Service	\$ 0
81 – Facilities Acquisition & Construction	\$ 0
91 – Chapter 41 Payments	\$ 0
93 – Payments to Fiscal Agents	\$ 0
95 – Payments to JJAEP	\$ 0
99 – Other Intergovernmental Charges	\$ 0
<b>Total Net Transfers</b>	<b>\$ \$0</b>

**REQUESTS for Re-APPROPRIATIONS:**

**General Operating Fund:**

New appropriations to account for purchase of replacement scoreboard for Shelton Stadium as approved by the board at the February 28, 2022 board meeting. Amendment is for cost of scoreboard plus 10% contingency as presented at the February board meeting.

<b>General Operating Fund Re-Appropriations Summary</b>			
<b>Description</b>	<b>Official Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
<b><u>Revenues:</u></b>			
	\$ 0	\$ 0	\$ 0
<b>Total</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b><u>Expenditures:</u></b>			
181-36-6639-ST-930-91-9-0	\$ 0	\$ 766,801	\$ 766,801
<b>Total</b>	<b>\$ 0</b>	<b>\$ 766,801</b>	<b>\$ 766,801</b>
<b>Total Net Appropriations (Revenues minus Expenditures)</b>		<b>\$ (766,801)</b>	

**ACTION REQUIRED**

Board Approval

**SUPPORT INFORMATION**

Additional information provided upon request.  
Contact: Randall Rau – Chief Financial Officer

**Hays Consolidated Independent School District**  
**Budget Amendment 8 Support Information**  
**for the Fiscal Year Ending June 30, 2022**

**Budget Amendment #8 Support:**

<u>Account</u>	<u>Function</u>	<u>Location</u>	<u>Amount</u>	<u>User ID</u>	<u>Status</u>	<u>Original Period</u>	<u>New Period</u>	<u>JE #</u>	<u>JE #</u>	<u>Reason</u>
199-23-6411-00-047-99-1-0	23	047	\$ 2,000.00	garzac	Pending	08		686		bulk transfer
199-23-6394-00-047-11-1-0	23	047	\$ (2,000.00)	garzac	Pending	08		686		bulk transfer
199-23-6495-00-047-99-1-0	23	047	\$ (56.00)	garzac	Pending	08		686		bulk transfer
199-23-6411-00-047-99-1-0	23	047	\$ 56.00	garzac	Pending	08		686		bulk transfer
199-23-6299-00-047-99-1-0	23	047	\$ 1,618.00	garzac	Pending	08		686		bulk transfer
199-11-6299-00-047-11-1-0	11	047	\$ 4,814.00	garzac	Pending	08		686		bulk transfer
199-11-6299-QC-047-11-1-0	11	047	\$ (6,432.00)	garzac	Pending	08		686		bulk transfer
199-13-6411-L2-921-99-3-0	13	921	\$ (2,000.00)	logniond	Pending	08		711		cover professional Xtra duty pay
199-11-6117-L2-921-11-3-0	11	921	\$ 2,000.00	logniond	Pending	08		711		cover professional Xtra duty pay
199-11-6112-36-005-11-1-0	11	005	\$ (200.00)	garzast	Pending	08		882		Cheer
199-36-6299-36-005-99-1-0	36	005	\$ 200.00	garzast	Pending	08		882		Cheer
199-11-6397-TE-980-23-3-0	11	980	\$ (64,000.00)	vargasn	Pending	08		909		replace budget borrowed at start of year
199-21-6295-MB-888-23-3	21	980	\$ 64,000.00	vargasn	Pending	08		909		replace budget borrowed at start of year
199-11-6399-11-047-30-1-0	11	047	\$ (1,680.00)	turrubiarlesa	Pending	09		89		End of year professional deveopment
199-13-6411-00-047-30-1-0	13	047	\$ 1,120.00	turrubiarlesa	Pending	09		89		End of year professional deveopment
199-23-6411-00-047-30-1-0	23	047	\$ 560.00	turrubiarlesa	Pending	09		89		End of year professional deveopment
199-11-6399-18-047-30-1-0	11	047	\$ (2,300.00)	turrubiarlesa	Pending	09		89		End of year professional deveopment
199-11-6399-19-047-30-1-0	11	047	\$ (1,200.00)	turrubiarlesa	Pending	09		89		End of year professional deveopment
199-11-6399-21-047-30-1-0	11	047	\$ (91.00)	turrubiarlesa	Pending	09		89		End of year professional deveopment
199-23-6411-00-047-30-1-0	23	047	\$ 1,995.00	turrubiarlesa	Pending	09		89		End of year professional deveopment
199-13-6411-00-047-30-4-0	13	047	\$ 1,596.00	turrubiarlesa	Pending	09		89		End of year professional deveopment
182-11-6399-55-001-11-1-0	11	001	\$ (2,000.00)	grayc	Pending	09		274		cover student travel
182-36-6412-55-001-99-1-0	36	001	\$ 2,000.00	grayc	Pending	09		274		cover student travel
199-11-6117-00-949-11-3-0	11	949	\$ (500.00)	montielk	Pending	09		422		Software committee
199-13-6117-00-949-99-3-0	13	949	\$ 500.00	montielk	Pending	09		422		Software committee
199-13-6411-00-111-99-1-0	13	111	\$ (1,000.00)	bradyt	Pending	09		479		transfer for staff snacks for prof dev
199-23-6498-00-111-99-1-0	23	111	\$ 1,000.00	bradyt	Pending	09		479		transfer for staff snacks for prof dev
199-13-6411-00-111-24-1-0	13	111	\$ (2,530.00)	bradyt	Pending	09		480		x-transfer for afterschool stipend
199-36-6118-28-111-99-1-0	36	111	\$ 2,530.00	bradyt	Pending	09		480		x-transfer for afterschool stipend
199-13-6411-00-111-24-1-0	13	111	\$ (1,870.00)	bradyt	Pending	09		481		x-transfer for campus copier paper
199-11-6399-OP-111-11-1-0	11	111	\$ 1,870.00	bradyt	Pending	09		481		x-transfer for campus copier paper
199-13-6411-00-111-99-1-0	13	111	\$ (3,400.00)	bradyt	Pending	09		483		x-transfer for toner
199-23-6399-NK-111-99-1-0	23	111	\$ 1,000.00	bradyt	Pending	09		483		x-transfer for toner
199-11-6399-NK-111-11-1-0	11	111	\$ 2,400.00	bradyt	Pending	09		483		x-transfer for toner
182-36-6269-34-006-99-1-0	36	006	\$ (4,108.00)	mendezt	Pending	09		545		marching repair
182-11-6249-34-006-11-1-0	11	006	\$ 4,108.00	mendezt	Pending	09		545		marching repair
199-31-6411-00-116-99-1-0	31	116	\$ (200.00)	chavezro	Pending	09		617		EOY cleanup
199-11-6399-00-116-11-1-0	11	116	\$ 200.00	chavezro	Pending	09		617		EOY cleanup
199-31-6299-00-001-99-1-0	31	001	\$ 1,193.00	conderb	Pending	09		750		cleanup transfer
199-11-6299-QC-001-11-1-0	11	001	\$ (1,193.00)	conderb	Pending	09		750		cleanup transfer

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES

Date: March 28, 2022

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. Custodial Supplies - Pro Serve

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: March 28, 2022

Procurement: Custodial Supplies – Pro Serve

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 safe, clean facilities.
- D. Summary:  
 Previous board action relating to this item  
 Future action anticipated  
 Background information:  
The District purchases custodial equipment and cleaning supplies from multiple vendors.  
Pro Serve also has a repair center authorized to work on most brands of custodial equipment.  
The requested spending increase is primarily due to repair and replacement of aging custodial equipment.
- E. Scope of Options Reviewed:  
Buy board # 649-21  
Expires: 09/30/2024
- F. Comments Received:  
 Cabinet     DLT     FBOC     Teacher Org. Reps.     Other: M / O
- G. Administrative Recommendation:  
The administration recommends approval to purchase custodial supplies and equipment from Pro Serve.
- H. Fiscal Impact and Cost: Total Amount: \$ 75,000  
 Budget – General Operating Fund     Bond     Grant/Special Funds     Other \_\_\_\_\_  
Prior Year Spending –\$49,528  
Future/Ongoing –
- I. Monitoring and Reporting Time Line:  
Person responsible for evaluating this decision or action— Director of Custodial Services, Brandon Porter  
Evaluation method and time line -  
Next report to the board -
- J. Suggested Motion:  
I move that the Board approve purchases of custodial equipment and supplies for district use from Pro Serve in the amount of \$75,000, as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: Joint Election Agreement with Travis County

Administrator Responsible/Position: Tim Savoy

**A. Purpose of Agenda Item:**

Action needed (Consent)       Information only       Receive input

**B. Authority for This Action:**

Local Policy       Law or Rule       N/A  
BBB (Legal and Local)      Texas Election Code and Education Code

**C. Goal or Need Addressed:**

School Board Trustee Election and Bond Election

**D. Summary:**

- Previous board action relating to this item – This is an item that occurs every year.
- Future action anticipated – This is an item that is expected to continue to occur annually.

**E. Administrative Recommendation:**

It is recommended that the Board enter into the agreement. It is required to have this agreement in place in Travis County because Travis County participates in the countywide polling location program. All election held in Travis County on the same date are considered joint election. This also allows the district to share election costs proportionally with all other entities conducting elections.

**F. Fiscal Impact and Cost: Amount: \$ None**

Budget       Bond       Grant/Special Funds       Other

Cost of the elections is incurred under separate cover and imbedded in the election services contract with the Hays County Elections Administrator. The joint election agreement itself does not have a fiscal impact.

Prior Year Spending - \$ none

Future/Ongoing – this is an annual occurrence.

**G. Monitoring and Reporting TimeLine:**

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

**H. Suggested Motion:**

I move the Board adopt the joint election agreement with Travis County.

**Attachment(s):**

The Joint Election Agreement with Travis County  
The Joint Election Agreement Signature Page

# JOINT ELECTION AGREEMENT FOR MAY 7, 2022 ELECTIONS

## Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 7, 2022. The Participating Entities require elections to be held on May 1, 2022 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

## **I. Scope of Joint Election Agreement**

This agreement covers the May 7, 2022 Joint General and Special Elections for the parties to this agreement to be held on May 7, 2022. The County and the Participating Entities will hold these elections on May 7, 2022 (“Election Day”) jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

## **II. Election Officer**

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

## **III. Early Voting**

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County,

as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities [continue]

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to

allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

#### **B. Participating Entities' Responsibilities**

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

### **IV. Election Day**

#### **A. County Responsibilities**

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving

returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

**B. Participating Entities' Responsibilities**

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

**V. Election Night**

**A. County Responsibilities**

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

## B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

## VI. **County Resources**

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

## VII. **Joint Election Costs; Payment**

A. Concurrently with its submittal of an executed copy of this agreement, each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. **The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate.** All checks must be made payable to Travis County. This deposit represents approximately 75% of the costs of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its

respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

## **VIII. General Provisions**

### **A. Legal Notices**

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

### **B. Communication**

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

### **C. Custodian**

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

### **D. Effective Date**

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

## **IX. Miscellaneous Provisions**

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 1, 2022 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation’s result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a “PDF” format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures All of such counterparts will be construed together and will constitute one and the same agreement.

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Andy Brown  
County Judge

Date: \_\_\_\_\_

BY:   
Rebecca Guerrero  
County Clerk

## SIGNATURE PAGE

Name of Participating Entity Hays Consolidated ISD

Address 21003 IH 35

Kyle, Texas 78640

Name of Authorized Signatory Vanessa V. Petrea, Board President

Signature \_\_\_\_\_

Date signed March \_\_\_\_\_, 2022

E-mail address tim.savoy@hayscisd.net

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: Consideration and possible approval of payment to the Hays County Emergency Services District No. 5 for participation in the Firefighter Field Internship for expenses related to the 2021-2022 Fire Academy/EMT Class

Administrator Responsible/Position: Marivel Sedillo, Suzi Mitchell

**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:**

Procurement of contracted services for the district

**D. Summary:**

**Previous board action relating to this item** - The last MOU with the Kyle Fire Department for the Firefighter Academy was signed June, 2020, and is in effect for three years.

**Future action anticipated** – Continued affiliation with Kyle Fire Department

**Background information** – The district has an approved MOU with the Kyle Fire Department to offer our Firefighter Academy to the juniors and seniors in Hays CISD. Upon graduation, the students are ready to take both their Firefighter and EMT Industry-Based Certifications. The students pay a portion of the fee for the Firefighter Academy through RevTrak and the remaining balance is paid through CTE. Funds from both sources are combined to cut one PO in the fall and one PO in the spring. The funds paid by the students cover their items that they keep such as their uniform, textbook, workbook, etc. plus their testing fees. The Kyle Fire Department provides the training facility, trainers and equipment in order to make the academy possible.

**E. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other: CTE

**F. Administrative Recommendation:**

The Administration recommends approval of payment to the Hays County Emergency Services District No. 5 for participation in the Firefighter Field Internship for expenses related to the Fire Academy/EMT Class.

**G. Fiscal Impact and Cost: Total Amount: \$ 77,785.65**

Budget – General Operating Fund     Bond     Grant/Special Funds – CTE     Other - Student Fees

First installment for 2021-2022 school year paid in September 2021 - \$37,670.20

Prior Year Spending – \$58,340.55

Future/Ongoing – These services will be a recurring cost (annually)

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

Person responsible for evaluating this decision or action – Marivel Sedillo/Suzi Mitchell

**I. Suggested Motion:**

I move that the Board approve the of payment of \$40,115.45 to the Hays County Emergency Services District No. 5 for participation in the Firefighter Field Internship, for expenses related to the Fire Academy/EMT Class, as presented.

**Hays County Emergency Services District No. 5**

210 West Moore Street  
Kyle, TX 78640 US  
(512) 268-3131  
accounting@kylefire.com  
www.kylefire.com



# INVOICE

**INVOICE #** II - 15556  
**DATE** 03/02/2022  
**DUE DATE** 03/31/2022  
**TERMS** On Receipt

**BILL TO**

Hays CISD  
21003 IH 35  
Kyle, TX 78640

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	QTY	RATE	AMOUNT
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 2nd Semester: 95 Classes @ 3 hours each	285	34.00	9,690.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 2nd Semester: 2nd Instructor - Skills: 10 classes @ 3 hours each	30	34.00	1,020.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 2nd Semester: Skills Evaluation: 5:1 ratio - 3 skills days: 3 classes @ 8 hours each w/4 Instructors	96	34.00	3,264.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Instructor Hours: 95 Classes @ 3.5 hours each	332.50	34.00	11,305.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: 2nd Instructor Hours: 15 classes @ 3.5 hours each	52.50	34.00	1,785.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Course Coordination	80	34.00	2,720.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Preceptor Time	120	34.00	4,080.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Course Fee	1	30.00	30.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Textbook/Workbook: 11 @ \$251.95 each	11	251.95	2,771.45
<b>Fire Academy/EMTClass - 9000</b> Fire Academy/EMT Class: Slides and Test Generator	1	200.00	200.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Uniforms	11	40.00	440.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Printing/Office Supplies	11	25.00	275.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: Medical Direction	1	1,500.00	1,500.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: AHA Costs	11	80.00	880.00
<b>Fire Academy/EMTClass - 9000</b> EMT Class: DSHS Site Visit Fee	1	100.00	100.00
<b>Fire Academy/EMTClass - 9000</b>	11	5.00	55.00

DESCRIPTION

QTY

RATE

AMOUNT

EMT Class: ID Tags

-----  
Invoices not paid within 30 days of the date of the invoice are subject to a 10% late fee. An additional 10% late fee is applied for each additional 30 days of nonpayment until the invoice is paid in full.

BALANCE DUE

**\$40,115.45**

**Hays County Emergency Services District No. 5**

210 West Moore Street  
Kyle, TX 78640 US  
(512) 268-3131  
accounting@kylefire.com  
www.kylefire.com



# INVOICE

**INVOICE #** II - 15400  
**DATE** 08/26/2021  
**DUE DATE** 09/30/2021  
**TERMS** On Receipt

**BILL TO**  
Hays CISD  
21003 IH 35  
Kyle, TX 78640

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	QTY	RATE	AMOUNT
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 1st Semester: 70 Classes @ 3.5 hours each	245	34.00	8,330.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 1st Semester: 2nd Instructor - Skills: 10 classes @ 3.5 hours each	35	34.00	1,190.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 1st Semester: Skills Evaluation: 5:1 ratio - 3 skills days: 3 classes @ 8 hours each w/4 Instructors	96	34.00	3,264.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 3rd Semester: 70 Classes @ 4 hours each	280	34.00	9,520.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 3rd Semester: 2nd Instructor - Skills: 10 classes @ 4 hours each	40	34.00	1,360.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy 3rd Semester: Skills Evaluation: 5:1 ratio - 3 skills days: 3 classes @ 8 hours each w/4 Instructors	96	34.00	3,264.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: Course Fee	1	85.00	85.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: Textbook/Workbook	14	129.30	1,810.20
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: Instructor Resource Kit	1	447.00	447.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: Uniforms (pants/shirts)	14	150.00	2,100.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: Printing/Office Supplies	14	25.00	350.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: Bunker Gear	12	350.00	4,200.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: ID Tags	14	5.00	70.00
<b>Fire Academy/EMTClass - 9000</b> Fire Academy: Testing fees	12	55.00	660.00
<b>Fire Academy/EMTClass - 9000</b>	12	85.00	1,020.00

DESCRIPTION

QTY

RATE

AMOUNT

Fire Academy: Certification fees

-----  
Invoices not paid within 30 days of the date of the invoice are subject to a 10% late fee. An additional 10% late fee is applied for each additional 30 days of nonpayment until the invoice is paid in full.

BALANCE DUE

**\$37,670.20**

## **AFFILIATION AGREEMENT**

### **BETWEEN**

**Hays Consolidated Independent School District.**

**And**

**Kyle Fire Department / Hays County Emergency Services District #5**

This Agreement is entered into by and between the Hays Consolidated Independent School District. (hereinafter referred to as School), and Kyle Fire Department / Hays County Emergency Services District #5 (hereinafter referred to as Fire Department) for the purpose of providing educational experience to students of the Fire Department's Emergency Medical Services and Fire programs (such education hereinafter referred to as Field Internship).

In consideration of the mutual promises contained herein, the parties agree as follows:

**I. Both parties agree that:**

- a. This Agreement shall commence on the 1st day of June 2020 and shall remain in full force and effect for a period of three years.
- b. The Fire Department will have complete and direct control over the learning experiences of the students. The Fire Department faculty will communicate at a frequency mutually agreed upon or as otherwise necessary with appropriate School staff to ascertain student's progress.
- c. Neither the School nor the Fire Department does or shall discriminate in admissions; access to treatment; employment; the provision of health services, education services, or the subject program on the basis of race, creed, color, sex, age, national origin, or physical handicap in violation of Section 504 of the Rehabilitation Act of 1973 and amendments thereto and applicable regulations.
- d. This Agreement does not and shall not be construed to create any employer/employee relationship between the School and Fire Department nor between the School and any participant in the Field Internship. No Field Internship participant shall have any rights hereunder by reason of participation in the Field Internship against the School for any salary, remuneration, or compensation, nor any employment benefits, Social Security, workers compensation coverage, disability or unemployment insurance benefits, vacation pay, sick leave, or any other remuneration of any kind.
- e. The School shall neither have nor exercise any control or direction over the Fire Department's administration of its program except that all Field Internship participants shall at all times comply with all applicable School rules and regulations and applicable laws. This Agreement shall not operate to nor be construed to cause either the

*Affiliation Agreement  
Hays Consolidated Independent School District  
Kyle Fire Department / Hays County Emergency Services District #5*

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- Fire Department or School to be the agent of the other for any purpose. The Fire Department shall at all times maintain complete and independent control over its administration, program education management, and faculty involved in the program.
- f. The School and the Fire Department will explain the terms of the Agreement to members of the staff of their respective institutions and promote positive attitudes on the part of all concerned in adhering to both the letter and spirit of this Agreement.
  - g. The School and Fire Department will jointly plan the number of students and faculty who will participate in the Field Internship and the clinical units/skills locations to be used, including the dates and times. Representatives of the School and the Fire Department will meet at intervals mutually agreed upon to evaluate and coordinate the implementation of the Field Internship. Both parties agree to confer on plans, problems, and changes related to the Field Internship.
  - h. The School will have complete authority and control over all administration of the Field Internships. The Fire Department will retain full responsibility for the care of patients and safety of students. The designated Fire Department liaison shall have the final authority in student-patient assignments to ensure that the care is designed to meet the needs of the patients.
  - i. Because Field Internships are categorized as high risk for bloodborne pathogens, students participating in the Field Internship must provide the School and Fire Department with records or documented history by a clinician for immunizations and other necessary health information as specified by the School.
  - j. Students and faculty participating in the Field Internship shall be required to sign agreements to keep all confidential and privileged medical record information, patient information, and the systems, records, and business matters of the School confidential with respect to outside parties and shall not disclose such information under any circumstances except pursuant to law or the order of any court of competent jurisdiction.
  - k. The School shall have responsibility to the Fire Department for participation in the Field Internship for expenses agreed upon in Exhibit "A" and/or medical expense of any student participating in any way connected with or relating to such student's participation, including any illness or injury contracted while participating.
  - l. Pursuant to State of Texas Administrative Code as outlined in 25 Tex. Admin. Code § 157(C), the Field Internship students, under the direct supervision of a qualified School-designated preceptor, may perform assessments and skills consistent with the standards for EMS education for their Fire Department program.
  - m. Each party has the right to unilaterally terminate the Agreement upon ninety days written notice.

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Hays Consolidated Independent School District  
Kyle Fire Department / Hays County Emergency Services District #5*

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**II. The Fire Department agrees to:**

- a. Assume full responsibility for planning and execution of all phases of the Emergency Medical Services and Fire programs.
- b. Be responsible for the planning, implementation, and administration of the Emergency Medical Services and Fire program curriculums.
- c. Designate appropriate person(s) to act as liaison between the Emergency Medical Services program, the Fire Academy and the School for purposes of the Field Internship.
- d. Assume responsibility for preparation and general supervision of students' learning experiences in conjunction with School-designated preceptors for the Field Internship.
- e. Identify students by name to the School four weeks prior to the scheduled Field Internship.
- f. Secure an executed Release from each Field Internship student in a form approved by the School and consistent with this Agreement prior to such participation.
- g. Provide written advance notice to students participating in the Field Internship of the details of the clinical educational activities required at the School. The Fire Department will modify such activities to accommodate the reasonable requirements of the School.
- h. Maintain general liability and professional malpractice insurance for any act or omission of any participant in the Field Internship with minimum coverage limits of \$1,000,000 per person and \$3,000,000 per occurrence for any and all claims made or arising out of events occurring during the term of the Agreement. The Fire Department shall provide written assurance to the School prior to commencement of performance of this Agreement that all such insurance is issued and outstanding as herein provided. The School shall be named as a certificate holder on any policy required by this Agreement. A copy of said policy or policies shall be provided to the School prior to commencement of the Field Internship.
- i. Ensure that each student has been fitted with an N-95 particulate respirator mask and has had appropriate training in bloodborne and airborne pathogens and infection control according to the OSHA standards prior to having contact with patients.
- j. Ensure that each student has had appropriate training in hazardous materials awareness and in recognizing child and dependent adult abuse.
- k. Conduct a HIPAA training session and ensure that each student participating in the Field Internship has completed the session.

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*Hays Consolidated Independent School District*  
*Kyle Fire Department / Hays County Emergency Services District #5*

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- i. Ensure that the student has current vaccinations, including Hepatitis B (or a signed declination form), rubella, MMR, and has had a yearly TB skin test (with positive results requiring a chest x-ray) before beginning the Field Internship and provide documentation to the School. Students with an active infection must secure a release from their physician and provide it to the School before beginning or continuing their Field Internship.
- m. Require students to report all breakages, loss, or waste of equipment or drugs, and damage of Fire Department property to the designated Fire Department liaison or the School preceptor.
- n. Provide prompt notification to the School of any change regarding clinical activities or fire academy skills days.
- o. Present for the Field Internship only those students who have satisfactorily completed the appropriate pre-clinical instructional activities.
- p. Provide in-service training for all School preceptors on the use of evaluation forms, instructional methods, and orientation to Fire Department program policies and procedures.
- q. Require all students to abide by all existing rules and regulations of the School as they pertain to Field Internship activities while at the School, including but not limited to:
  - i. Personnel policies;
  - ii. Infection control policy and procedures;
  - iii. Confidentiality procedures regarding patients, employees, and medical staff; and
  - iv. Other School policies and procedures.
- r. Withdraw from the School upon its request any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with patients and/or staff, whose health may jeopardize the safety and welfare of patients, or who violates the standards of conduct of the School.
  - i. The School reserves the right to refuse to accept any student or faculty into the Field Internship whom it deems in its sole and reasonable judgment to be unacceptable.
  - ii. The School may submit a written request to the Fire Department for the withdrawal of any student or faculty member from participation in the Field Internship for reasonable cause related to the need for maintaining an acceptable standard of patient care and the Fire Department shall immediately comply. The written request will set forth the basis for removal.
  - iii. Supervisory personnel at the School may, whenever they deem it advisable or necessary, relieve a student or faculty member from a specific assignment or require that such student or faculty member not return until the School grants written permission. The School will send the Fire

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Hays Consolidated Independent School District  
Kyle Fire Department / Hays County Emergency Services District #5*

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Department a written report of such action within three business days after its occurrence.

- s. With the consent of the student, the Fire Department will conduct on every student participating in the Field Internship the following: criminal background check, adult abuse registry check, child abuse registry check, and sex offender registry check and will provide such information to the School. If any such check reveals any circumstance that would preclude a student from obtaining either an EMS or Fire certification licensure in the State of Texas, such student will not be permitted to participate in the Field Internship.
- t. Provide the use of the following items for student and faculty use:
  - i. Conference room space.
  - ii. Library and instructional materials and equipment.
  - iii. Storage facilities for personal belongings. The Fire Department will not be responsible for loss of personal articles.
  - iv. Parking in a surface lot.
  - v. School policy and procedure manuals, medical protocols, and patient care reports.

**III. The School agrees to:**

- a. Inform the Fire Department regarding the scheduling of students for the Field Internship.
- b. Provide opportunities for clinical learning experiences to the extent that assignments are consistent with patient care.
- c. They shall not use students in lieu of professional or non-professional staff.
- d. Provide a preceptor (or preceptors) for Field Internships. While preceptor will be employed by the School, the Fire Department may submit its input as to selection, retention, and supervision only as it pertains to student instruction. The School will make the final decision on preceptor assignments.
- e. Assure that, while engaged in Field Internship that no student shall be left without the continuous on-site presence and provided by the School.
- f. Provide necessary immediate medical care for students' sudden illness or injury occurring while in the clinical area at the School's expense.
- g. In the event that any student shall be injured or become ill while participating in any Field Internship, the School shall notify the Fire Department. Nothing herein is to be construed as consent by any student for medical treatment.
- h. Provide an orientation to the School's policies and procedures for Fire Department faculty.

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- i. The School shall compensate the Fire Department for agreed upon expenses for participation in the Field Internship. These expenses must be paid in full prior to the start of the EMT / Field Internship class or Fire Academy class. The Fire Department will invoice the School for the full amount of expenses agreed upon each semester.

**IV. Amendment**

Both parties may mutually agree to review, amend or modify one or more items covered by this Agreement at any time. When this is necessary, such amendment or modification will be placed in writing and signed by both parties.

**V. Notices**

Notice of requested changes or termination of this Agreement and any other notices required under this Agreement shall be sent to the Kyle Fire Department / Hays County Emergency Services District #5, 210 W. Moore St., Kyle, TX 78640.

**HAYS CONSOLIDATED  
INDEPENDENT SCHOOL  
DISTRICT.**



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

6-16-20

\_\_\_\_\_  
**Date**

**Kyle Fire Department / Hays  
County Emergency Services  
District #5**



\_\_\_\_\_  
**Kyle Taylor  
Fire Chief**

6-24-20

\_\_\_\_\_  
**Date**

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: Amended Interlocal Participation Agreement (IPA) between Hays CISD and TASB Risk Management Fund

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:**

Continue the authority to protect the District's investments in real and personal property and to protect the board, District, and District employees from claims asserted against them.

**D. Summary:**

Previous board action relating to this item – April 2012

Future action anticipated –

Background information – The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund).

The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund.

The IPA sets out the basic terms, conditions, and requirements of Fund membership. The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed. The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

See attachment for detail explanation of changes to the Interlocal Participation Agreement (IPA).

**E. Comments Received:**

Cabinet  DLT  FBOC  Teacher Org. Reps.  Other:

From public -

**F. Administrative Recommendation:**

The administration recommends the board approve the amended Interlocal Participation Agreement between Hays CISD and the TASB Risk Management Fund as presented.

**G. Fiscal Impact and Cost: Total Amount: \$0**

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

Prior Year Spending – NA

Future/Ongoing – NA

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

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

**Evaluation method and time line –** Ensure the District has the most recent IPA on file.

**Next report to the board -** NA

**I. Suggested Motion:**

I move that the Board approve the amended Interlocal Participation Agreement between Hays CISD and the Texas Association of School Boards (TASB) Risk Management Fund, designating the Chief Financial Officer as the administrator to sign the agreement as presented.

# Explanation of Changes to the Interlocal Participation Agreement (IPA)

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

## Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

## Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

## Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

## TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
  - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
    - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
    - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

## 5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

## 8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

## 11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
  - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

**Waiver and Estoppel.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

**Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
  - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
  - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
  - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
  - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Hays CISD**

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

Date: \_\_\_\_\_

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

\_\_\_\_\_

Date approved by Fund Member's Board of Trustees: \_\_\_\_\_

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**For TASB Risk Management Fund Use Only**

**For TASB RISK MANAGEMENT FUND:**

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

Date: \_\_\_\_\_

Chair, TASB Risk Management Fund Board of Trustees

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

**Date:** March 28, 2022

**Subject:** Personnel – Administrator, Certified Professional and Professional Contract Recommendations

**Administrator Responsible/Position:** Dr. Fernando Medina, CHRO

**A. Purpose of Agenda Item:**

Action needed                       Information only                       Receive input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       N/A  
(DC Legal/Local; DCA Legal/Local, DCB Legal/Local and DCE Local)

**C. Goal or Need Addressed:** Consider and take possible action(s) regarding approval of Employment Contracts for Administrators, Certified Professional and Professionals for the 2022-2023 School Year as discussed in closed session.

Note: Some administrators may be eligible for a multi-year (2 year contract) based on district-level criteria.

**D. Summary:**

Previous board action relating to this item -  
 Future action anticipated -  
 Background information - In accordance with the employment practices and policy of the Hays Consolidated Independent School District, it is recommended to extend employment contracts to the identified administrators, certified professionals, and professionals for the 2022-2023 and the 2022-2024 school years.

**E. Comments Received:**

Cabinet       DLT       FBOC       Teacher Org. Reps.       Other –Campus and/or District-Level Committees

**F. Administrative Recommendation:**

Advantages/benefits of this proposal – District administrators and other professionals will be given employment assurance to continue serving the district’s mission.

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

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 – Dr. Fernando Media, CHRO  
Evaluation method and timeline - An annual performance appraisal will be conducted in accordance with policy.  
Next report to the board – as requested.

**I. Suggested Motion:**

I move that the Board approve the Superintendent’s recommendations for Employment Contracts for Administrators, Certified Professionals and Professionals for the 2022-2023 and the 2022-2024 School Years, including existing Cabinet members, Deputy Academic Officers, Directors, Principals and Assistant Principals, as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Procurement: 2021 Bond: Bard Unit Replacement in Portable Buildings

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 safe and comfortable facilities.

**D. Summary:**

Previous board action relating to this item –

Future action anticipated –

Background information

The 2021 Bond contains provisions for the replacement of 20 Bard units in portable classrooms. A Bard unit is a brand of wall mounted air-conditioner used in portable classrooms. Staff recommends replacement as follows:

8 Tom Green  
4 Camino Real  
2 Chapa  
2 Negley  
2 Barton  
2 Impact Center

Staff received three quotes for a turn-key project.

The estimated cost from SI Mechanical is \$142,325.

Staff recommends a 5% contingency, for a total estimated cost of \$149,442.

SI Mechanical has successfully completed multiple projects for the District.

**E. Scope of Options Reviewed:**

Contract: 28-082001JO

This is a one-year contract with three (3) options to renew through 8/11/2025

**F. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: M / O

**G. Administrative Recommendation:**

The administration recommends approval of Bard unit replacement, as presented.

**H. Fiscal Impact and Cost: Total Amount: \$ 142,325**

Budget – General Operating Fund

Bond 2021

Grant/Special Funds

Other \_\_\_\_\_

Prior Year Spending – \$506,652.82

Future/Ongoing – This procurement is a one-time cost.

The 2021 Bond budget for this project is \$180,200

**I. Monitoring and Reporting Time Line:**  
**Person responsible for evaluating this decision or action—** Director of Energy Management and HVAC Services,  
Albert Flores

**Evaluation method and time line -**  
**Next report to the board -**

**J. Suggested Motion:**

I move that the Board approve SI Mechanical for the replacement of 20 Bard units in portable classrooms in the amount of \$142,325 plus an owner's 5% contingency in the amount of \$7,117, for a total cost of \$149,442, as presented.



PO Box 1589 • Buda, Texas • 78610  
Office (512) 593-6001

**PROPOSAL - Rev. #1**

January 27, 2022

TACLA00045892C  
M-40866

To: Hays CISD  
Attn: Rick Castillo

Re: Replace (20) Bard Units across the district

We propose to install the HVAC as outlined below.

<b>3-Ton Bard Unit with 10KW Heat Pump:..</b>	<b>\$</b>	<b>7,116.25</b>
<b>P&amp;P Bond.....</b>	<b>\$</b>	<b>3,089.00</b>
<b>Total for (20) Units:.....</b>	<b>\$</b>	<b>142,325.00</b>
	<b>Tax 8.25%</b>	<b>\$0.00</b>
	<b>Total Price</b>	<b>\$142,325.00</b>

**Scope of Work:**

1. Furnish and install: (20) 3-Ton Bard Units, (20) Alum. Return Filter Grille, & (20) Alum. Supply Grille.
2. Lock-out, Tag-out & Deenergize energy source.
3. Disconnect, disassemble, and remove existing Brad Unit.
4. Install new unit and grilles.
5. Reconnect to disconnect.
6. Check operation.
7. Clean up work area.

**Bid Clarifications:**

1. No Payment or Performance Bonds
2. Sales tax included.
3. All work performed during normal hours.
4. No electrical of any kind.
5. No painting of duct or anything else.
6. No cutting and patching.
7. No temporary facilities or temporary air.
8. No fire alarm or smoke detectors.
9. No concrete work.
10. No roofing.
11. No structural steel framing
12. No ceiling removal
13. Professional Engineering, Design Intent and Delegated Design is strictly excluded.
14. Sheetmetal, piping and plumbing coordination drawings are contingent upon receipt of the building model in REVIT.
15. **P&P Bond included.**

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

**SI MECHANICAL, LLC**

**Josh Abbott**

**Cell#: (512) 423-2970**

**Email: [Joshua@simechanical.com](mailto:Joshua@simechanical.com)**

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: Procurement: Plumbing Services-SI Mechanical

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 safe, comfortable facilities.**

**D. Summary:**

Previous board action relating to this item –

Future action anticipated –

Background information:

Occasionally, at times of high-use, the restrooms at Shelton Stadium are unserviceable due to tree roots. Plumbing services are required to replace and re-route approximately 600 linear feet of 6" sewer line as shown in the attached sketch. The yellow lines represent the current sewer lines, and the red lines represent the recommended replacement lines.

Staff made the determination to reroute portions of the sewer line after physical excavation and the use of sewer cameras provided by SI Mechanical.

SI Mechanical has performed several successful mechanical, electric, and plumbing projects for the District.

**E. Scope of Options Reviewed:**

Contract: 28-082001JO  
2025

**F. Comments Received:**

Cabinet       DLT       FBOC       Teacher Org. Reps.       Other: M / O

**G. Administrative Recommendation:**

The administration recommends approval of plumbing services from SI Mechanical

**H. Fiscal Impact and Cost: Amount: \$ 52,533 + 10% contingency (for unforeseen conditions during trenching) for an estimated total of \$57,786**

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— Director of HVAC Services, Albert Flores

Evaluation method and time line -

Next report to the board -

**J. Suggested Motion:**

I move that the Board approve the services of SI Mechanical to replace and re-route the sewer drain at Shelton Stadium in the amount of 52,533 plus a 10% contingency, as presented.



PO Box 1589 • Buda, Texas • 78610  
Office (512) 593-6001

## PROPOSAL

March 16, 2022

TACLA00045892C  
M-40866

To: Hays CISD  
Attn: Albert Flores

Re: Hays H.S. Stadium Sewer Repair

We propose to install the **PLUMBING WORK** as outlined in the scope of work below

<b>TOTAL BID .....</b>	<b>\$ 52,533.00</b>
<b>Tax 8.25%</b>	<b>\$ -</b>
<b>Total Price</b>	<b>\$ 52,533.00</b>

### Scope of Work:

1. Furnish and install: (~600ft) 6in dia. SCH40 PVC Pipe & Fittings.
2. Lock-out, Tag-out & Deenergize energy source.
3. Sawcut and remove asphalt for clean out next to the "HOME" side bleachers to the parking lot to the end of the asphalt.
4. Trench the sawcut area and down to the manhole next to Jack C Hays Trl. to expose the existing pipe.
5. Demo out the existing 6in pipe and install new.
6. Check operation.
7. Backfill and compact subgrade.
8. Patch asphalt paving.
9. Clean up work area.

### Bid Clarifications:

1. No Payment or Performance Bonds
2. No sales tax included.
3. All work performed during normal hours.
4. No electrical of any kind.
5. Customer to locate and mark all existing private utilities. SI Mechanical LLC is not liable for damages to unmarked utilities. The cost of these repairs shall be burden of the customer.
6. No insulation.
7. No dumpsters or haul off.
8. Professional Engineering, Design Intent and Delegated Design is strictly excluded.

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

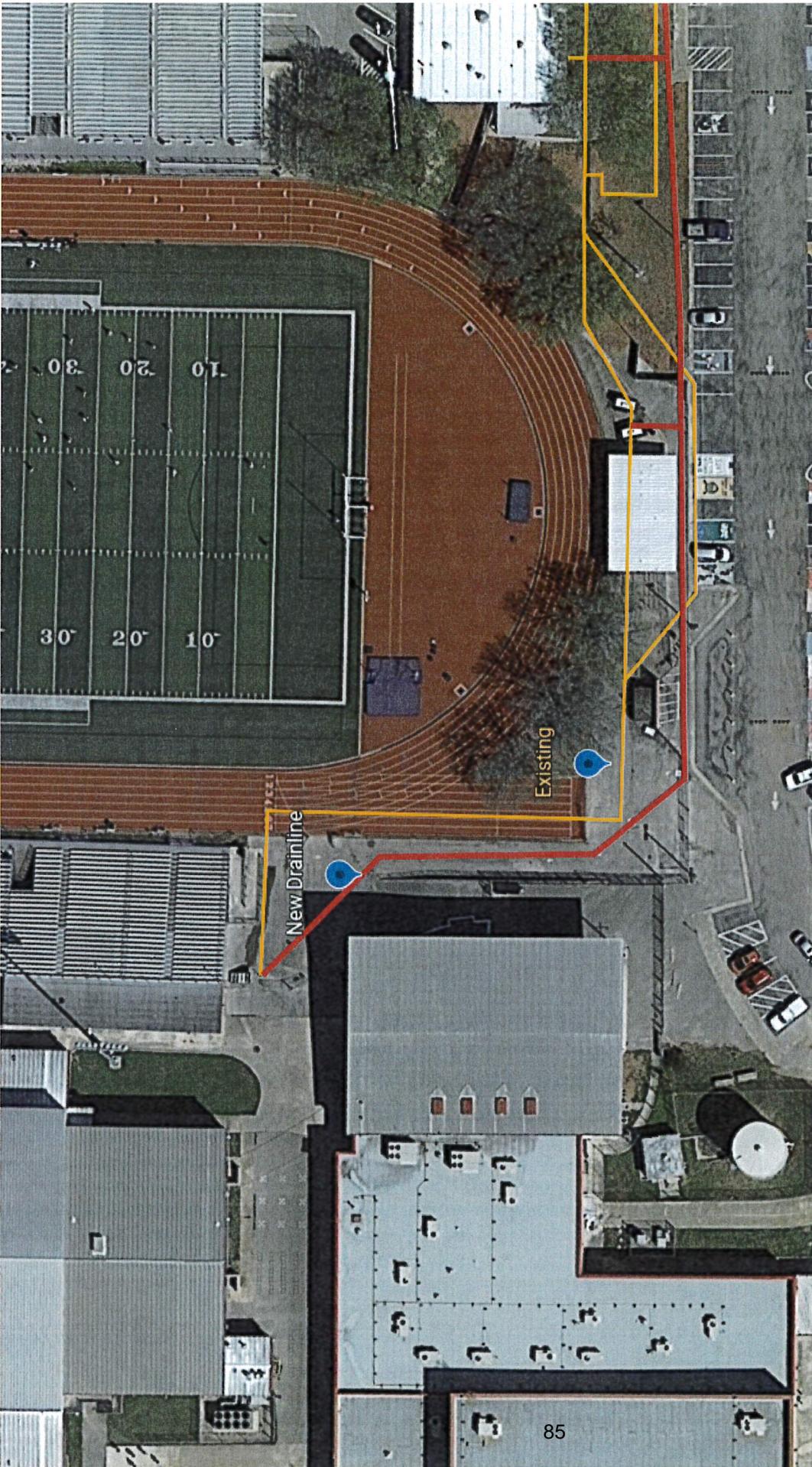
Sincerely,

**SI MECHANICAL, LLC**

**Josh Abbott**

Cell#: (512) 423-2970

Email: [Josha@simechanical.com](mailto:Josha@simechanical.com)



# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Procurement: 2017 Bond: HVAC Projects at Hemphill ES and Barton MS

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 safe and comfortable facilities.

**D. Summary:**

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

The 2017 bond contains provisions to replace fresh air units at Hemphill ES (HES) and Barton MS (BMS).

O'Connell Robertson developed the construction documents. The scope of work includes one (1) dedicated outside air supply unit (DOAS) at BMS and five (5) DOAS units at HES. In addition to the required mechanical and electric work, the project includes cutting and patching of walls and ceilings.

Staff received two bids for this turn-key project.

SI Mechanical has successfully completed multiple projects for the District.

Staff reviewed these projects with the FBOC on February 24, 2022 and received unanimous support for both.

**E. Scope of Options Reviewed:**

Contract: 28-082001JO

This is a one-year contract with three (3) options to renew through 8/11/2025

**F. Comments Received:**

- Cabinet     DLT     FBOC     Teacher Org. Reps.     Other: M / O

**G. Administrative Recommendation:** The administration recommends approval of HVAC work at HES and BMS.

**H. Fiscal Impact and Cost: Total Amount:** See Table Below

- Budget – General Operating Fund     Bond 2017     Grant/Special Funds     Other \_\_\_\_\_

Prior Year Spending – \$506,652.82

Future/Ongoing – This procurement is a one-time cost.

Location	Budget	SI Cost	Cost + 5%	Balance
HES	\$480,000	\$454,487	\$477,211	\$2,789
BMS	\$1,972,490	\$1,298,256	\$1,363,169	\$609,321
Totals	\$2,452,490	\$1,752,743	\$1,840,380	\$612,110

- I. Monitoring and Reporting Time Line:**  
**Person responsible for evaluating this decision or action**— Director of Energy Management and HVAC Services,  
Albert Flores  
**Evaluation method and time line -**  
**Next report to the board -**

- J. Suggested Motion:**  
I move that the Board approve SI Mechanical in the amount of \$1,752,743 for the replacement of fresh air units at Hemphill ES and Barton MS, as designed by O'Connell Robertson, plus an owner's contingency, as presented.



PO Box 1589 • Buda, Texas • 78610  
Office (512) 593-6001

# PROPOSAL

March 10, 2022

TACLA00045892C  
M-40866

To: Hays CISD  
Attn: Albert Flores

Re: Hays CISD - Hemphill ES Improvements

We propose to install the HVAC scope of work based on the plans and specifications issued by O'Connell Robertson dated 11/16/2021.

**HVAC ..... \$ 1,298,256**

Addenda Acknowledged: **[NONE]**

Scope of Work: **HVAC**

1. Furnish and install (5) DOAS - Air Handling Units.
2. Make safe and demolition per plans.
3. Galvanized sheetmetal ductwork per SMACNA.
4. Replace (44) Dampers with a manual regulator.
5. New refrigerant and condensate drains shall be Type L Copper.
6. Thermal Insulation and jacketing as specified.
7. DDC Controls.
8. Certified test and balance.
9. Hoisting and Rigging
10. Concrete Housekeeping Pads as specified.
11. Patch existing block wall as specified.
12. Limited removal of walls and ceilings as required to install new DOAS units.
13. Patch ceiling systems and reinstall all ceiling devices and fixtures as required.
14. Tape, float and paint walls to match existing. Reinstall items removed for wall demo.
15. Replace birdscreen in existing louvers.
16. Certified Factory Startup and warranty as specified.
17. Includes Payment and Performance Bonds

Bid Clarifications:

1. No sales tax included.
2. All work performed during normal hours.
3. No temporary facilities or temporary air.
4. Floor and wall protection provided in areas where work is performed.
5. No final cleaning.
6. No structural enhancements of existing mechanical mezzanines. Owner must evaluate structural integrity of existing mezzanines.
7. No landscaping or resodding if disrupted by construction.
8. We exclude replacement of EF-158 shown on E3.2, note 934.
9. Existing duct detectors shall remain in place or be reused.
10. We excluded repairs or deficiencies to existing systems and equipment not specified above.
11. Professional Engineering, Design Intent and Delegated Design is strictly excluded.
12. Sheetmetal, piping and plumbing coordination drawings are contingent upon receipt of the building model in REVIT.

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted within 30 days.

Sincerely,

**SI MECHANICAL, LLC**

**Riley Sullivan**  
[rileys@simechanical.com](mailto:rileys@simechanical.com)

Description	Amount
Labor	\$152,495
Equipment	\$441,354
Sheetmetal Materials	\$59,010
Piping Materials	\$28,750
Insulation	\$43,575
Ceiling and Drywall removal/reinstallation	\$48,900
Electrical	\$38,983
Rentals/Hoisting/Rigging Equipment	\$67,316
Controls	\$62,843
Test and Balance	\$19,380
Indirects - Tools, Consumables, Dumpster	\$21,492
Concrete Pads	\$15,000
Full Time PM - Superintendent	\$54,254
Warranty	\$7,500
Payment and Performance Bonds	\$16,454
Overhead	\$159,128
Profit	\$61,822
	\$1,298,256

15%  
5%







**GENERAL DEMOLITION NOTES**

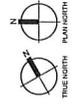
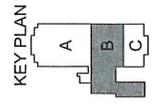
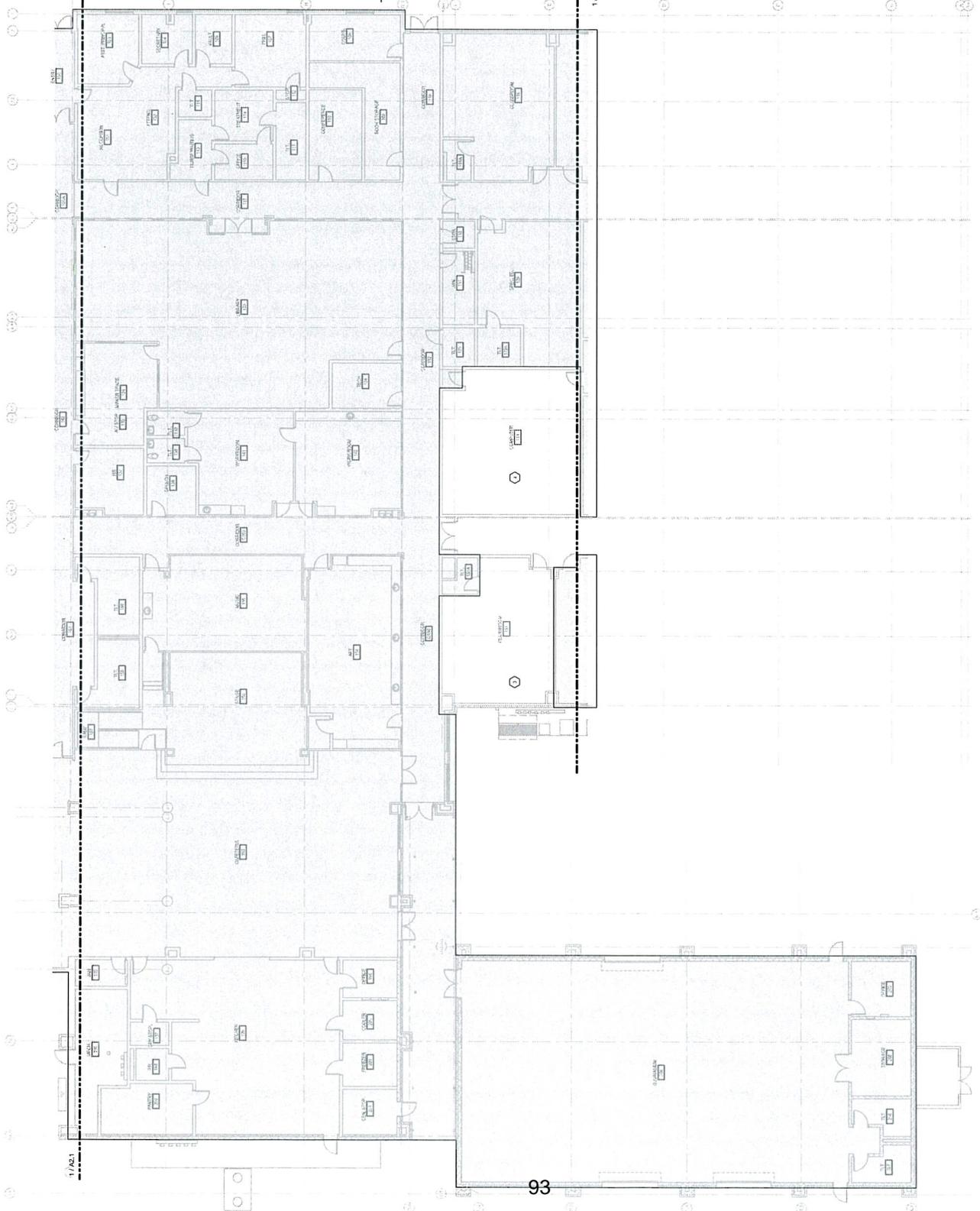
1. THE CONTRACTOR SHALL VERIFY ALL LOCAL, STATE, AND FEDERAL REGULATIONS AND PERMITS REQUIRED FOR THE DEMOLITION WORK AS INDICATED BY THE CONTRACT DOCUMENTS.
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20. THE CONTRACTOR SHALL VERIFY ALL LOCAL, STATE, AND FEDERAL REGULATIONS AND PERMITS REQUIRED FOR THE DEMOLITION WORK AS INDICATED BY THE CONTRACT DOCUMENTS.

**KEYNOTE LEGEND**

1. MAJORITELY DEMOLITION IN EXISTING BEAM
2. DEMOLITION IN EXISTING BEAM
3. DEMOLITION IN EXISTING BEAM
4. DEMOLITION IN EXISTING BEAM

**NOT IN SCOPE**

1. DEMOLITION IN EXISTING BEAM
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**1 DEMOLITION PLAN - AREA B**  
 SCALE: 1/8" = 1'-0"

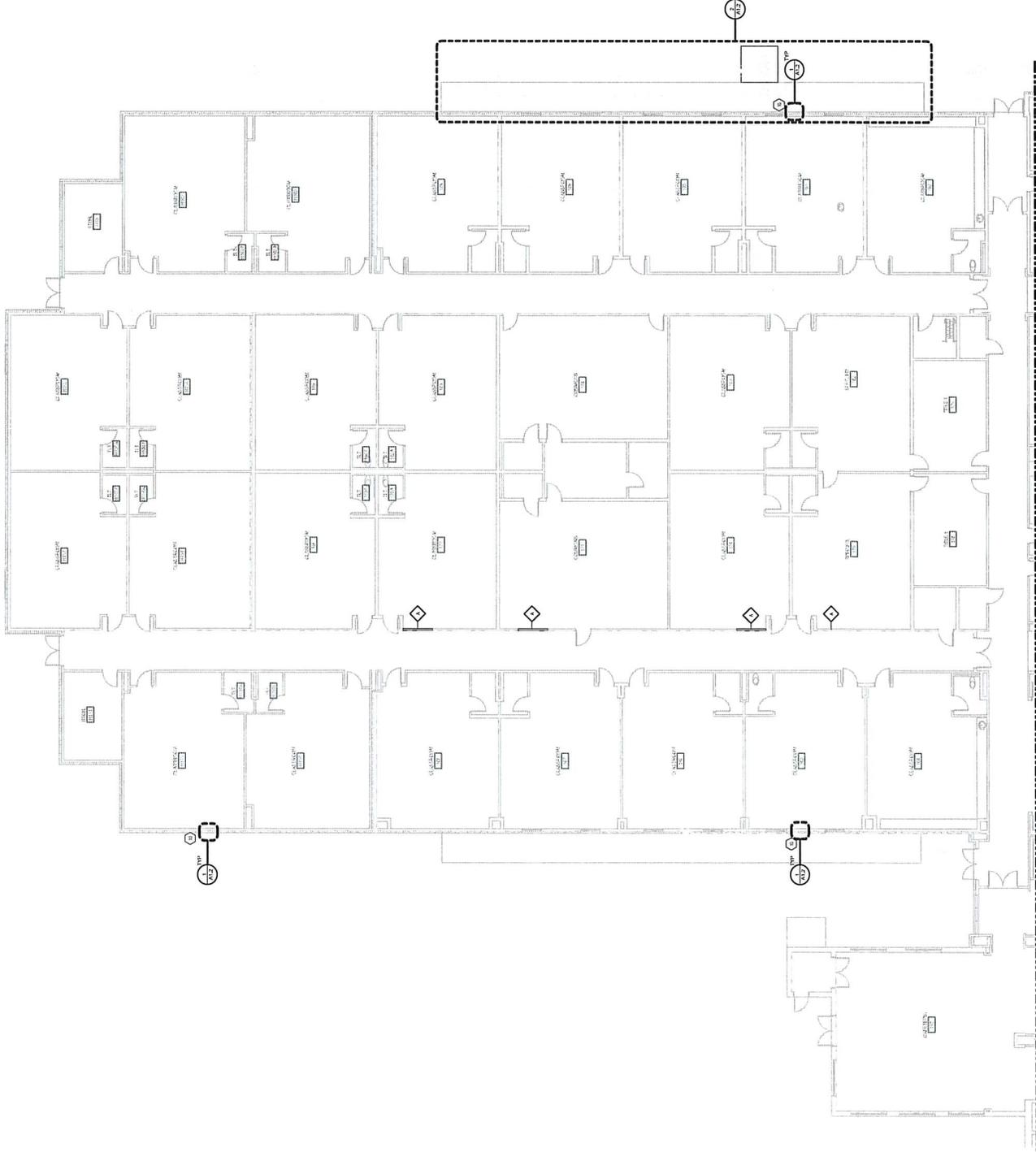
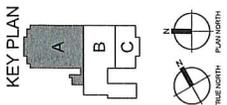


**GENERAL FLOOR  
 PLAN NOTES**

1. FLOOR FINISHES SHOWN TO THE  
 CENTERLINE UNLESS NOTED  
 OTHERWISE.

**KEYNOTE LEGEND**

18 ROUTE 185 (INDICATED BY RED LINE) EXISTING FACE OF WALL AND  
 EXISTING CURB. 19 (INDICATED BY GREEN LINE) EXISTING  
 EXTERIOR FACE OF WALL AND  
 EXISTING CURB. 20 (INDICATED BY  
 DASHED LINE) EXISTING  
 INTERIOR WALL.



**1 FIRST FLOOR FINISH PLAN - AREA A**  
 SCALE: 1/8" = 1'-0"

DESIGNED BY	HAYS
CHECKED BY	HAYS
DATE	11/11/21





11/16/21  
 MECHANICAL  
 DEMOLITION PLAN - AREA A

M2.1  
 MECHANICAL DEMOLITION PLAN - AREA A

**GENERAL NOTES**

- REFER TO SHEET M2.1 FOR GENERAL MECHANICAL NOTES NOTED ON THAT SHEET.
- ALL EXISTING OUTDOOR PIPING DEVICES & LOGS ARE TO BE REMOVED. CONTRACTOR SHALL VERIFY ALL PIPING IS REMOVED AND PROVIDE EVIDENCE TO THE MECHANICAL ENGINEER.
- EXCEPT WHERE SHOWN BY A MECHANICAL ROOM OR MECHANICAL ROOM SCHEDULE, ALL PIPING SHALL BE REMOVED AND THE MECHANICAL ROOM SHALL BE LEFT CLEAN AND READY FOR OCCUPANCY.

**KEYNOTE LEGEND**

801 REMOVE MOTORIZED ACTUATOR FROM EACH DAMPER AT EACH END OF EACH DUCT DAMPER. REMOVE THE DAMPER FROM EACH DUCT DAMPER. LEAVE EXISTING DAMPER IN PLACE. REMOVE DAMPER FROM EACH DUCT DAMPER. LEAVE EXISTING DAMPER IN PLACE. REMOVE DAMPER FROM EACH DUCT DAMPER. LEAVE EXISTING DAMPER IN PLACE.

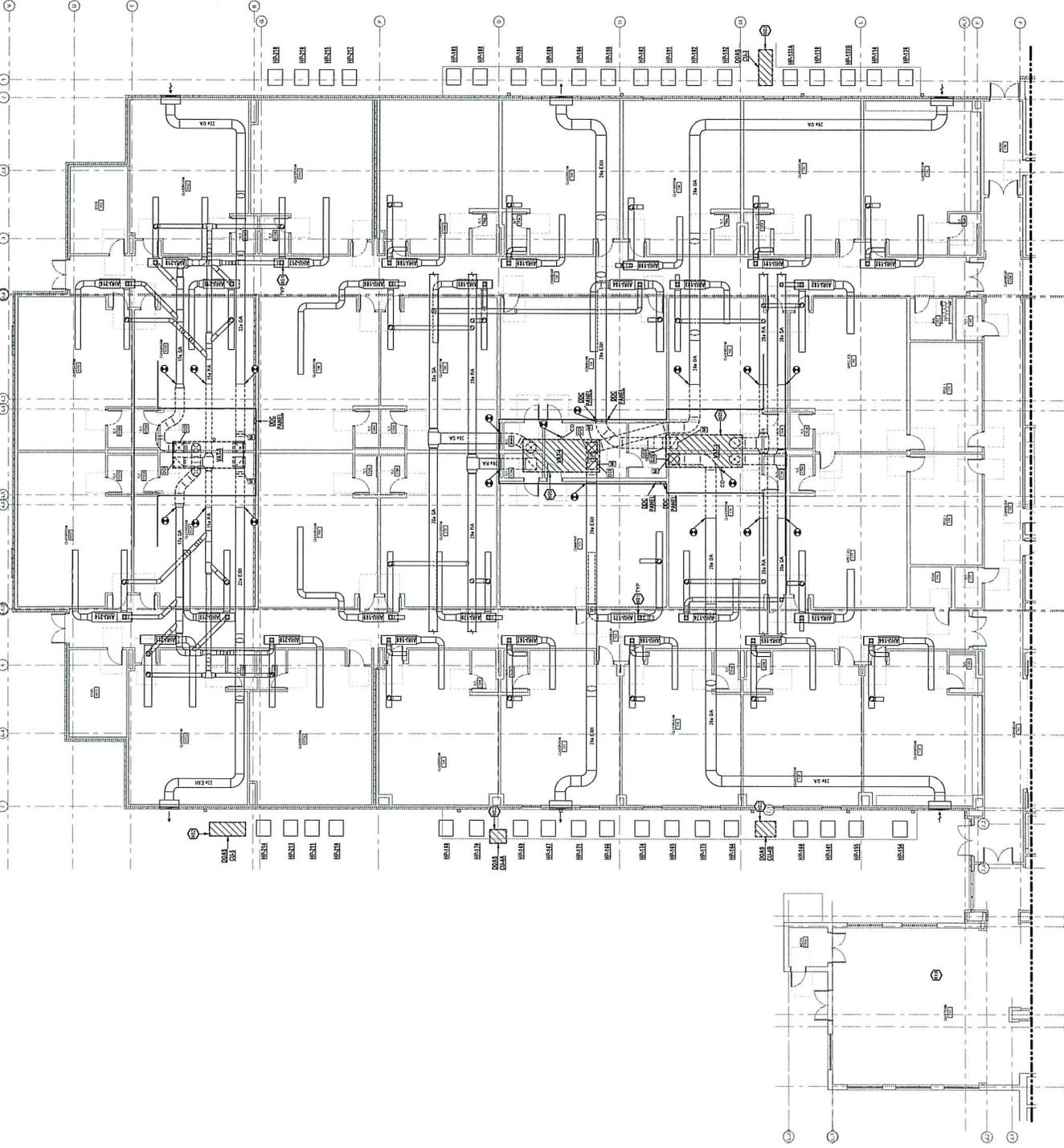
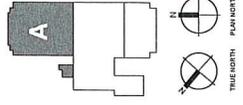
802 REMOVE HEAT PUMP/CONDENSING UNIT. REMOVE UNIT FROM ROOM. REMOVE CONDENSING UNIT FROM ROOM.

803 REMOVE DUCT AIR HANDLING. DISCONNECT TO UNIT. REMOVE DUCT AIR HANDLING. DISCONNECT TO UNIT.

804 NO MECHANICAL SCOPE IN THIS AREA.

**LEGEND**

TO BE REMOVED  
 EXISTING TO REMAIN



**1** MECHANICAL DEMOLITION PLAN - AREA A  
 SCALE: 1/8" = 1'-0"



DATE: 11/14/21	BY: J. HAYES
DESCRIPTION: MECHANICAL DEMOLITION PLAN - AREA C	
PROJECT: HAYS CISD	
LOCATION: 3995 FM 150 E, KYLE, TX 78640	
SCALE: AS SHOWN	
DATE: 11/14/21	BY: J. HAYES
DESCRIPTION: MECHANICAL DEMOLITION PLAN - AREA C	
PROJECT: HAYS CISD	
LOCATION: 3995 FM 150 E, KYLE, TX 78640	
SCALE: AS SHOWN	

11/14/21  
 MECHANICAL DEMOLITION PLAN - AREA C  
 M2.3

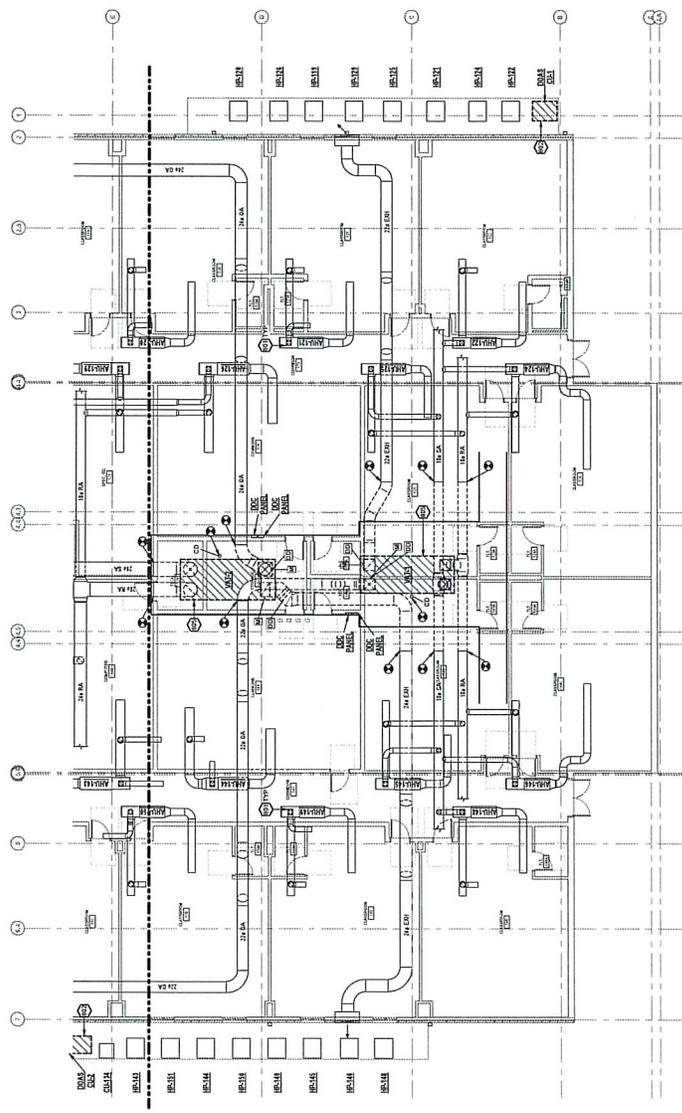
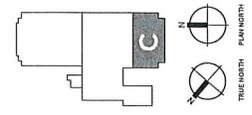
**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER MECHANICAL CODE AND THE CITY OF DENVER MECHANICAL CODE ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER MECHANICAL CODE AND THE CITY OF DENVER MECHANICAL CODE ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER MECHANICAL CODE AND THE CITY OF DENVER MECHANICAL CODE ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.

**KEYNOTE LEGEND**

- KEYNOTE 1: REMOVE AND REPAIR ALL EXISTING MECHANICAL EQUIPMENT AND PIPING IN THE AREA OF THE KEYNOTE.
- KEYNOTE 2: REMOVE AND REPAIR ALL EXISTING MECHANICAL EQUIPMENT AND PIPING IN THE AREA OF THE KEYNOTE.
- KEYNOTE 3: REMOVE AND REPAIR ALL EXISTING MECHANICAL EQUIPMENT AND PIPING IN THE AREA OF THE KEYNOTE.

**LEGEND**  
 TO BE REMOVED  
 EXISTING TO BE MAIN



1 MECHANICAL DEMOLITION PLAN - AREA C  
 SCALE: 1/4" = 1'-0"









PO Box 1589 • Buda, Texas • 78610  
Office (512) 593-6001

## BUDGET

March 3, 2021

TACLA00045892C  
M-40866

To: All Bidding Contractors  
Attn: Estimating

Re: Hays CISD - Barton MS DOAS

We propose to install the HVAC scope of work based on the plans and specifications issued by O'Connell Robertson dated 1/25/22.

**HVAC ..... \$ 454,487**

Addenda Acknowledged: **[NONE]**

Scope of Work:

1. Furnish and install (1) Semco DOAS Retrofit and (1) Daikin VRF Heat Pump and (2) Restroom Exhaust Fans.
2. AHU retrofit includes new evaporator coil, sensible energy wheel, enthalpy energy wheel, supply fan, exhaust fan and associated VFD's.
3. Cut and patch existing walls, ducts, lights as required to retrofit air handling unit.
4. Existing ductwork and diffusers to remain but be tested and balanced upon completion.
5. Provide new liquid and suction piping. Refrigerant piping shall be Type L Copper insulated with 1" Armaflex.
6. Patch any disturbed duct insulation.
7. Provide electrical to all new components. Reuse conduit to the extent possible. New conductors will be
8. Provide DDC controls by Climatec as specified.
9. Certified test and balance.
10. New housekeeping pad for heat pump.
11. Certified factory startup and warranty as specified.
12. Includes payment and performance bonds

Bid Clarifications:

1. No sales tax included.
2. All work performed during normal hours.
3. No painting of duct or anything else.
4. No temporary facilities or temporary air.
5. No fire alarm or smoke detectors.
6. No structural steel framing

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

**SI MECHANICAL, LLC**

**Riley Sullivan**  
**512-593-6001**

Description	Amount
Labor	\$23,946
Equipment	\$274,815
Sheetmetal Materials	\$8,357
Piping Materials	\$2,552
Insulation	\$3,760
Ceiling and Drywall removal/reinstallation	\$10,700
Electrical	\$15,000
Rentals/Hoisting/Rigging Equipment	\$2,643
Controls	\$20,000
Test and Balance	\$1,800
Indirects - Tools, Consumables, Dumpster	\$2,776
Concrete Pads	\$1,500
PM - Superintendent	\$0
Warranty	\$1,850
Payment and Performance Bond	\$7,703
Overhead	\$55,455
Profit	\$21,643
	\$454,500

15%  
5%

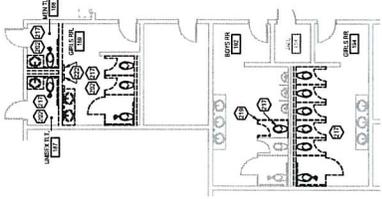


**GENERAL DEMOLITION NOTES**

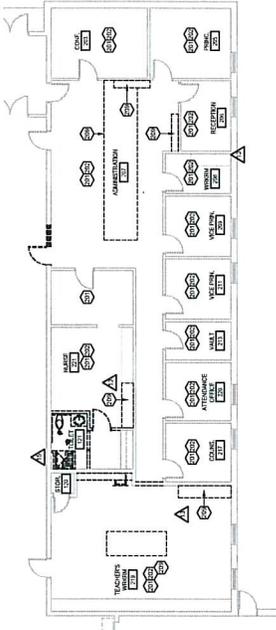
1. REMOVE FLOORING, TRIMP OR POLISHED CONCRETE FROM ALL EXISTING FLOORS AND FILL WITH FLOOR FILL TO MATCH EXISTING FLOOR FINISH. VERIFY ALL WORK IS SHOWN ON CONTRACT DOCUMENT.
2. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK. REMOVE EXISTING CEILING IN THE AREA, SET ELECTRICAL AND MECHANICAL FOR ADDITIONAL SCOPE OF WORK.
3. REMOVE EXISTING DOOR FRAME IN ITS ENTIRETY (FRAME TO BECOME A SINGLE PANEL BY FILLER).
4. REMOVE EXISTING COOLER REFRIGERATION COMBINATION TO BECOME A SINGLE PANEL BY FILLER.
5. REMOVE EXISTING REFRIGERATOR.
6. DEMOLISH THE EXISTING CEILING, MOUNTED LIGHTING, AND COOLER REFRIGERATION UNITS.
7. REMOVE MOUNTED LIGHTWORK AND ASSOCIATED ACCESSORIES IN THIS AREA, NOT PLUMBING.
8. DEMOLISH ALL INDICATED PLUMBING FIXTURES AND ACCESSORIES IN THIS AREA, NOT PLUMBING.
9. REMOVE DRINKING FOUNTAIN IN ITS ENTIRETY.
10. REMOVE EXISTING LOCKER, RETURN TO OWNER.
11. REMOVE EXISTING LOCKER, RETURN TO OWNER.
12. REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.
13. REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.
14. REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.
15. REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.
16. IMMEDIATELY SEAL ALL OPENINGS RELATING TO PLUMBING, ELECTRICAL, MECHANICAL, AND WATERPROOFING.
17. SEAL ALL EXISTING, NEW AND EXISTING ABOVE CEILING AS INDICATED TO MATCH FINISH.

**KEYNOTE LEGEND**

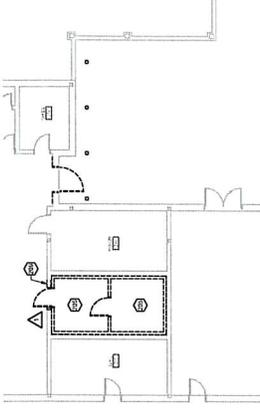
- 201 REMOVE FLOORING, TRIMP OR POLISHED CONCRETE FROM ALL EXISTING FLOORS AND FILL WITH FLOOR FILL TO MATCH EXISTING FLOOR FINISH. VERIFY ALL WORK IS SHOWN ON CONTRACT DOCUMENT.
- 202 REMOVE EXISTING CEILING IN THE AREA, SET ELECTRICAL AND MECHANICAL FOR ADDITIONAL SCOPE OF WORK.
- 203 REMOVE EXISTING DOOR FRAME IN ITS ENTIRETY (FRAME TO BECOME A SINGLE PANEL BY FILLER).
- 204 REMOVE EXISTING COOLER REFRIGERATION COMBINATION TO BECOME A SINGLE PANEL BY FILLER.
- 205 REMOVE EXISTING REFRIGERATOR.
- 206 DEMOLISH THE EXISTING CEILING, MOUNTED LIGHTING, AND COOLER REFRIGERATION UNITS.
- 207 REMOVE MOUNTED LIGHTWORK AND ASSOCIATED ACCESSORIES IN THIS AREA, NOT PLUMBING.
- 208 DEMOLISH ALL INDICATED PLUMBING FIXTURES AND ACCESSORIES IN THIS AREA, NOT PLUMBING.
- 209 REMOVE DRINKING FOUNTAIN IN ITS ENTIRETY.
- 210 REMOVE EXISTING LOCKER, RETURN TO OWNER.
- 211 REMOVE EXISTING LOCKER, RETURN TO OWNER.
- 212 REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.
- 213 REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.
- 214 REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.
- 215 REMOVE EXISTING LOCKER AND CEILING AS INDICATED ON THE WORK PLAN.



2 RESTROOM DEMOLITION PLAN  
 SCALE: 1/8" = 1'-0"



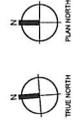
4 ADMINISTRATION DEMOLITION PLAN  
 SCALE: 1/8" = 1'-0"



5 KITCHEN DEMOLITION PLAN  
 SCALE: 1/8" = 1'-0"



1 COMPOSITE DEMOLITION PLAN  
 SCALE: 3/32" = 1'-0"





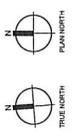
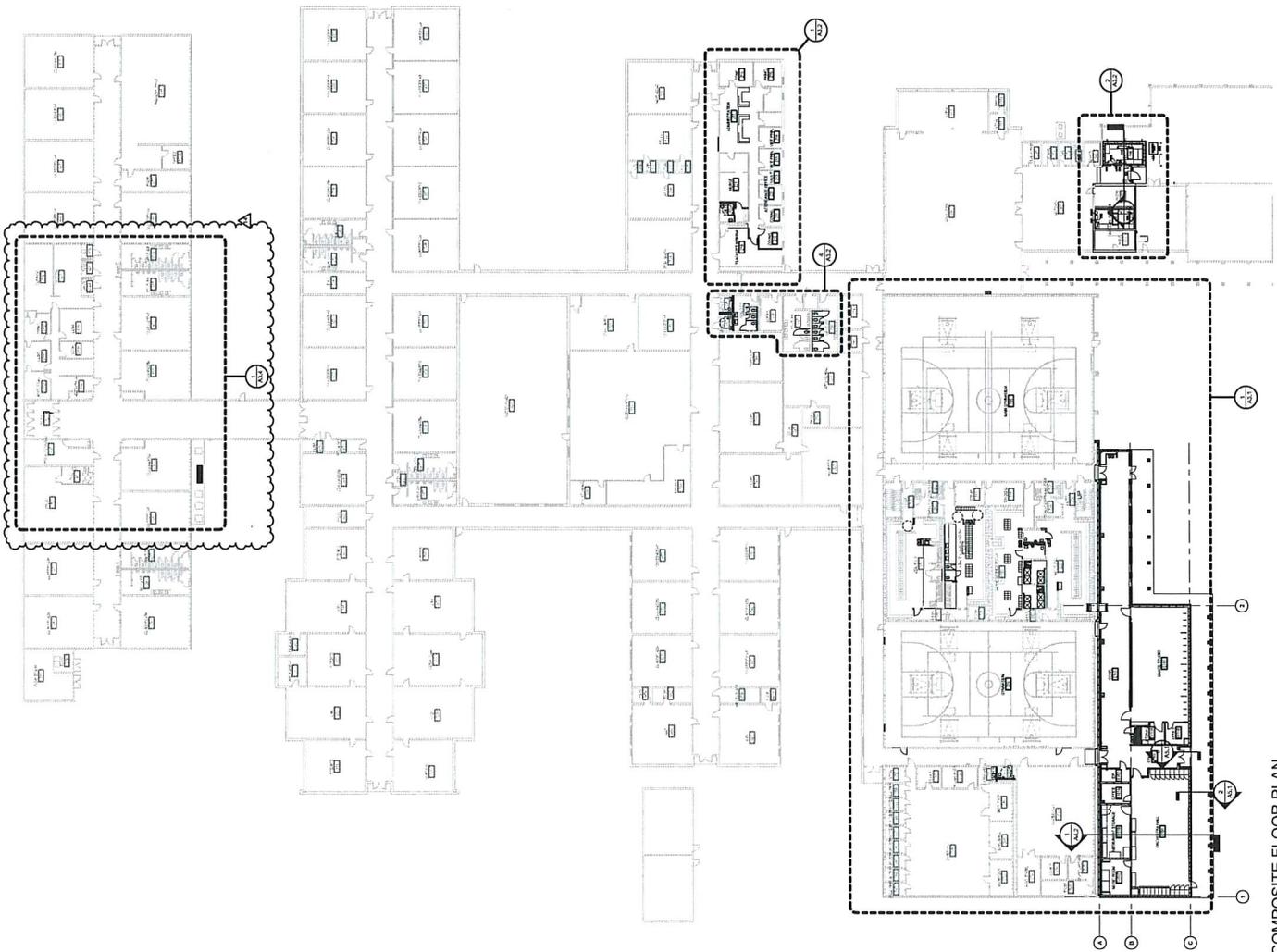


DATE: 04/27/21  
 PROJECT: BARTON MS IMPROVEMENTS  
 SHEET: 14

DATE: 04/27/21  
 PROJECT: BARTON MS IMPROVEMENTS  
 SHEET: 14

COMPOSITE FLOOR PLAN  
 A3.0

- GENERAL FLOOR PLAN NOTES**
1. REFER TO SHEET A3.1 FOR PARTITION TYPES
  2. REFER TO SHEET A3.2 FOR PARTITION TYPES AND FINISHES
  3. REFER TO A3.3 SERIES FOR INTERIOR ELEVATIONS
  4. REFER TO A3.4 SERIES FOR INTERIOR PARTITION WALL, DOOR AND WINDOW SCHEDULES. REFER TO A3.5 SERIES FOR MECHANICAL AND ELECTRICAL SCHEDULES. REFER TO A3.6 SERIES FOR MECHANICAL AND ELECTRICAL SCHEDULES.



1 COMPOSITE FLOOR PLAN  
 SCALE: 1/8" = 1'-0"







**GENERAL NOTES**

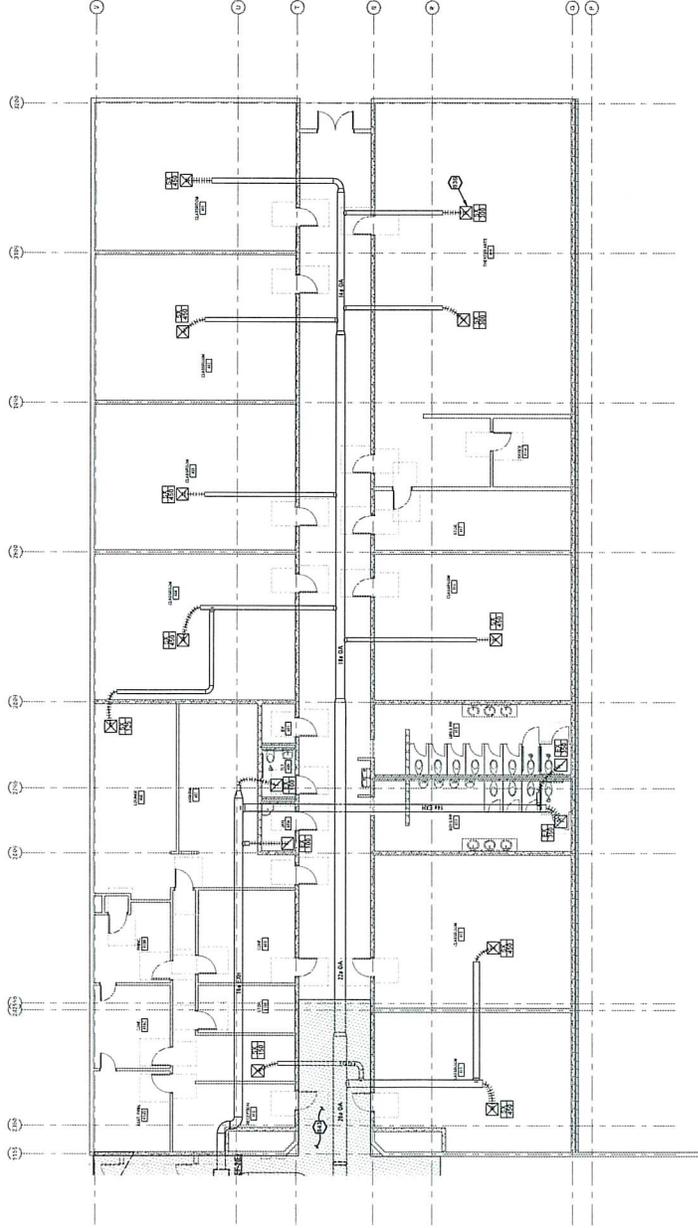
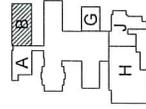
1. REFER TO SHEET M1 FOR GENERAL MECHANICAL NOTES NOTED ON DRAWING IN THE KEYNOTES.
2. ALL EXISTING DUCTWORK, PIPING, ZONES & LOCATIONS ARE TO BE DEMOLISHED. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

**KEYNOTE LEGEND**

- 01A ALL AIR DEVICES SHOWN ON THIS DRAWING SHALL BE DEMOLISHED UNLESS NOTED OTHERWISE IN THE KEYNOTES.
- 01B MECHANICAL ROOMS TO BE DEMOLISHED SHALL BE SHOWN ON THIS DRAWING.
- 01C DIAGONAL HATCHING REPRESENTS THE MEZZANINE AREA WHERE LOADS AND EXHAUST FANS ARE LOCATED.

**LEGEND**  
 TO BE DEMOLISHED  
 EXISTING TO REMAIN

**KEY PLAN**



**1** MECHANICAL FLOOR PLAN - AREA B  
 SCALE: 1/8" = 1'-0"

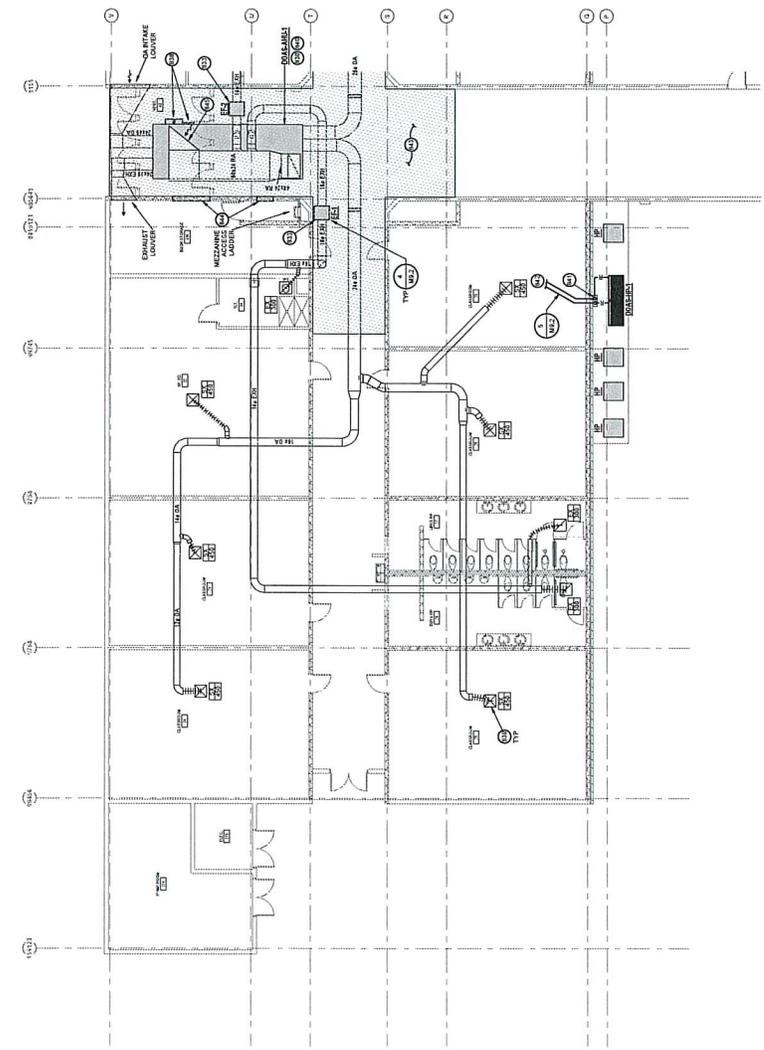
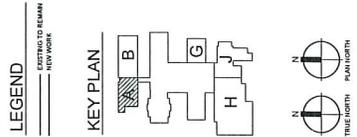


DATE: 01/21/21  
 DRAWING NO: 20200201  
 PROJECT: BARTON MS IMPROVEMENTS  
 SHEET: 12 OF 12

MECHANICAL FLOOR PLAN  
 CONTRACT DOCUMENT

- GENERAL NOTES**
- REFER TO SHEET 14 FOR GENERAL MECHANICAL NOTES THAT SHALL APPLY TO ALL SHEETS IN THIS SET UNLESS OTHERWISE NOTED.
  - ALL EXISTING DUCTWORK, PIPING SIZES & LOCATIONS ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

- KEYNOTE LEGEND**
- DO NOT REMOVE EXISTING DUCTWORK UNLESS SPECIFICALLY NOTED TO BE REMOVED. ALL EXISTING DUCTWORK SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  - INSTALL LEVITON AT SAME LOCATION AS OLD FAN AND SERVICE TO REMAIN UNLESS OTHERWISE NOTED.
  - ALL CONTROL BOXES AND EXPANSION VALVE KITS, TWO OF EACH, TO BE MAINTAINED UNLESS OTHERWISE NOTED.
  - REBALANCE AIR FLOW AT ALL AIR SERVICES CONNECTED TO EXISTING DUCTWORK.
  - REMOVE EXISTING DUCTWORK AND REINSTALL NEW DUCTWORK AS SHOWN ON THIS SHEET. ALL EXISTING DUCTWORK SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  - ROUTE REFRIGERANT PIPING UP EITHER FACE OF WALL UNLESS OTHERWISE NOTED. ALL REFRIGERANT PIPING SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW REFRIGERANT PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  - ROUTE REFRIGERANT PIPING ABOVE CEILING TO ROOM A41 IN MECHANICAL ROOM UNLESS OTHERWISE NOTED.
  - DIAGONAL LATHING REPRESENTS THE MECHANICAL AREA WHERE DOAS AND REHEAT FAN ARE LOCATED.
  - TEMPORARY REMOVAL OF STUD PARTS AND OTHER WALL COMPONENTS SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL EXISTING COMPONENTS SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW COMPONENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
  - REMOVE EXISTING DUCTWORK AND REINSTALL NEW DUCTWORK AS SHOWN ON THIS SHEET. ALL EXISTING DUCTWORK SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW DUCTWORK SHALL BE INSTALLED IN ACCORDANCE WITH THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.



1 MECHANICAL FLOOR PLAN - AREA A  
 SCALE: 1/8" = 1'-0"



Project No. 100534  
 Contract Documents  
 08/21/21  
 12 PAGES 08/21/21

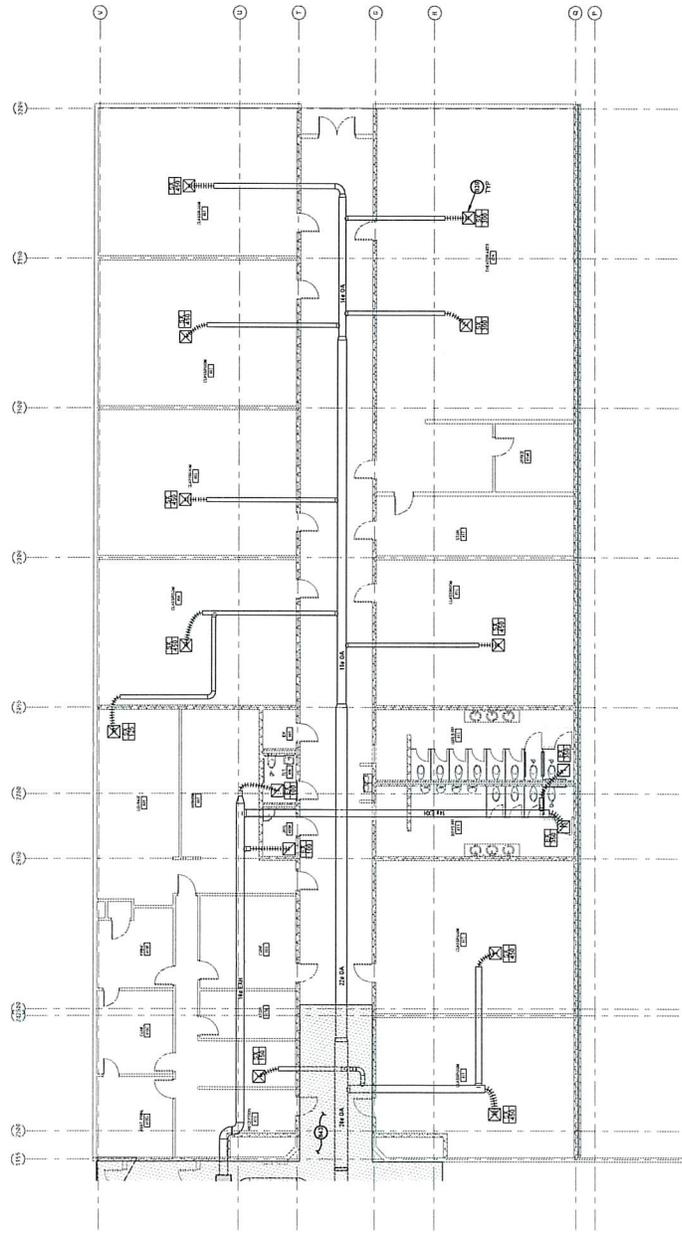
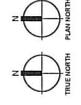
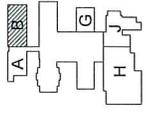
MECHANICAL FLOOR PLAN - AREA B  
 AM38

- GENERAL NOTES**
1. SEE MECHANICAL FLOOR PLAN FOR MECHANICAL EQUIPMENT SCHEDULES AND NOTES.
  2. MECHANICAL EQUIPMENT SHALL BE INSTALLED IN THE MECHANICAL ROOMS UNLESS OTHERWISE NOTED OTHERWISE IN THE KEYNOTE LEGEND.
  3. ALL MECHANICAL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL CODES AND ALL APPLICABLE REGULATIONS AND ALL APPLICABLE MECHANICAL CODES SHALL BE OBSERVED AT ALL STAGES OF CONSTRUCTION.

- KEYNOTE LEGEND**
- 03 REMOVAL AND CORRECT ALL AIR SERVICES CONNECTED TO DISCONNECT.
  - 04 DISCONNECT AND RECONNECT THE MECHANICAL AREA TO THE EXISTING SYSTEM AND RECONNECT TO THE EXISTING SYSTEM.

- LEGEND**
- EXISTING TO REMAIN
  - NEW WORK

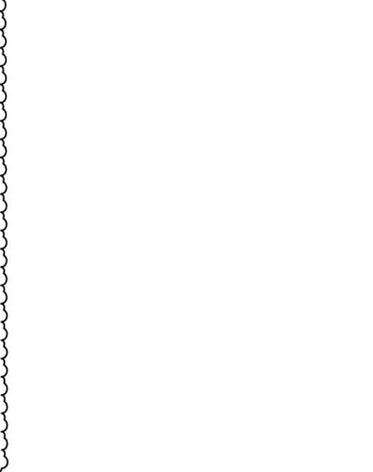
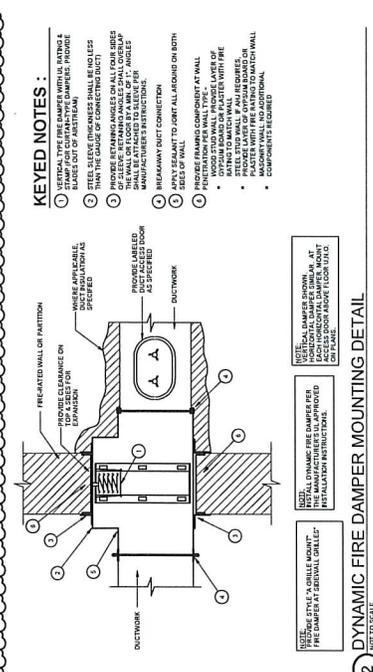
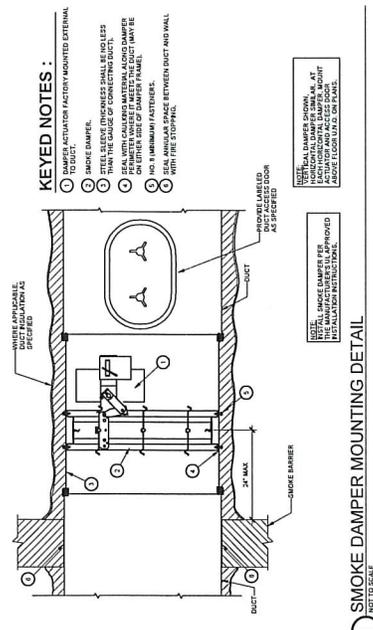
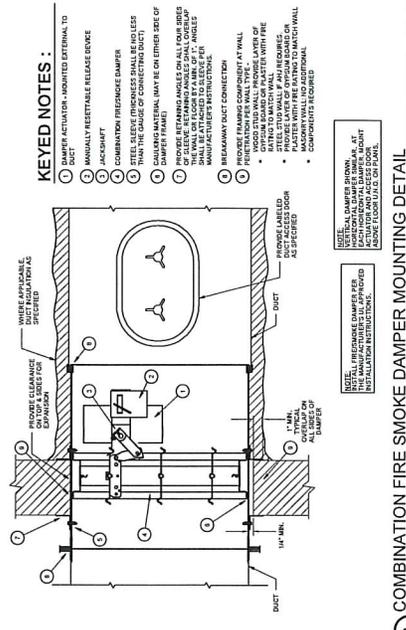
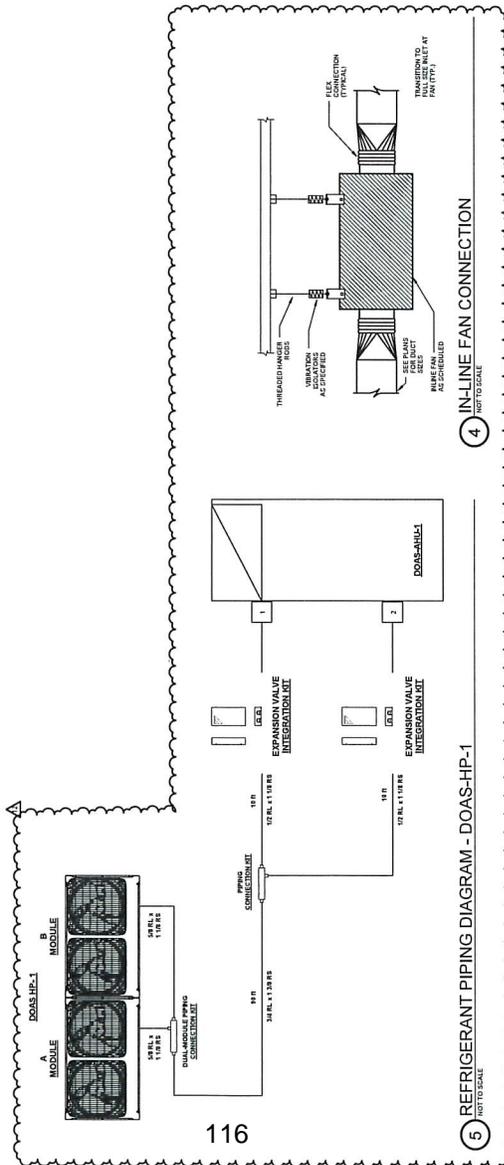
**KEY PLAN**



1 MECHANICAL FLOOR PLAN - AREA B  
 SCALE: 1/8" = 1'-0"







KEYED NOTES:  
 1 DAMPER ACTUATOR - MOUNTED EXTERNAL TO DUCT  
 2 MANUALLY RESETTABLE RELEASE DEVICE  
 3 JACKSHAFT  
 4 COMBINATION FIRE/SMOKE DAMPER  
 5 BRACKETING COMPONENT AT WALL  
 6 PERFORATED STEEL WALL TYPE: LAYERS OF BRACKETING COMPONENT SHALL BE AT LEAST 1/2\"/>

KEYED NOTES:  
 1 DAMPER ACTUATOR - MOUNTED EXTERNAL TO DUCT  
 2 MANUALLY RESETTABLE RELEASE DEVICE  
 3 JACKSHAFT  
 4 SMOKE DAMPER  
 5 STEEL SLEEVE (THICKNESS SHALL BE LESS THAN THE GAUGE OF CONNECTING DUCT)  
 6 PERFORATED STEEL WALL TYPE: LAYERS OF BRACKETING COMPONENT SHALL BE AT LEAST 1/2\"/>

KEYED NOTES:  
 1 DAMPER ACTUATOR - MOUNTED EXTERNAL TO DUCT  
 2 MANUALLY RESETTABLE RELEASE DEVICE  
 3 JACKSHAFT  
 4 DYNAMIC FIRE DAMPER  
 5 STEEL SLEEVE (THICKNESS SHALL BE LESS THAN THE GAUGE OF CONNECTING DUCT)  
 6 PERFORATED STEEL WALL TYPE: LAYERS OF BRACKETING COMPONENT SHALL BE AT LEAST 1/2\"/>

KEYED NOTES:  
 1 DAMPER ACTUATOR - MOUNTED EXTERNAL TO DUCT  
 2 MANUALLY RESETTABLE RELEASE DEVICE  
 3 JACKSHAFT  
 4 FAN  
 5 FAN MOTOR  
 6 FAN HOUSING  
 7 FAN CONNECTION  
 8 TRANSITION TO FAN (SEE NOTE 1)

KEYED NOTES:  
 1 DAMPER ACTUATOR - MOUNTED EXTERNAL TO DUCT  
 2 MANUALLY RESETTABLE RELEASE DEVICE  
 3 JACKSHAFT  
 4 DAMPER  
 5 DUCTWORK  
 6 PERFORATED WALL OR PARTITION  
 7 TOP SIDE FOR EXPANSION  
 8 DUCT INSULATION AS SPECIFIED

NOTE: METAL DYNAMIC FIRE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.  
 NOTE: METAL SMOKE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.  
 NOTE: METAL DYNAMIC FIRE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.  
 NOTE: METAL SMOKE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.

NOTE: METAL DYNAMIC FIRE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.  
 NOTE: METAL SMOKE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.  
 NOTE: METAL DYNAMIC FIRE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.  
 NOTE: METAL SMOKE DAMPER PER EACH HORIZONTAL DAMPER MOUNT ABOVE FLOOR IS ON FRAME.



DATE: 04/27/21  
 PROJECT NO.: 18000001  
 CONTRACT DOCUMENTS

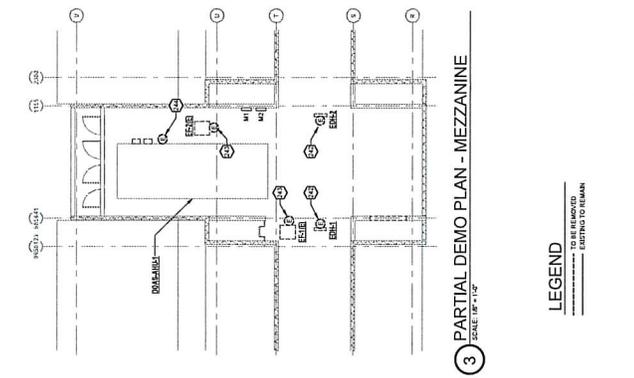
ELECTRICAL FLOOR PLAN - AREA A  
 E3.4

**GENERAL NOTES**

- REFER TO SHEET E1.1 FOR GENERAL ELECTRICAL NOTES THAT APPLY TO ALL SHEETS IN THIS SET UNLESS NOTED OTHERWISE.
- EXISTING ELECTRICAL WORK & LOCATIONS ARE TAKEN FROM THE ELECTRICAL FLOOR PLAN AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

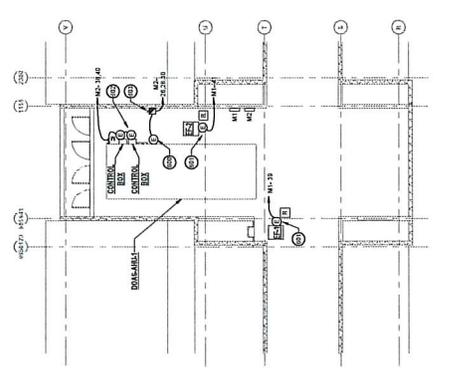
**KEYNOTE LEGEND**

- 300 DEMO CONNECTION TO CONDENSATE LINE BACK TO SERVICE
- 301 DEMO CONNECTION TO DUCT MOUNTED WATER BACK TO SERVICE PANEL
- 302 DISCONNECT EXISTING EXHAUST FAN, SALVAGE CONNECTION FOR REUSE WITH NEW EXHAUST FAN
- 303 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN
- 304 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN
- 305 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN
- 306 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN
- 307 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN
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- 318 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN
- 319 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN
- 320 DISCONNECT EXISTING EXHAUST FAN, REUSE AS EXHAUST FAN



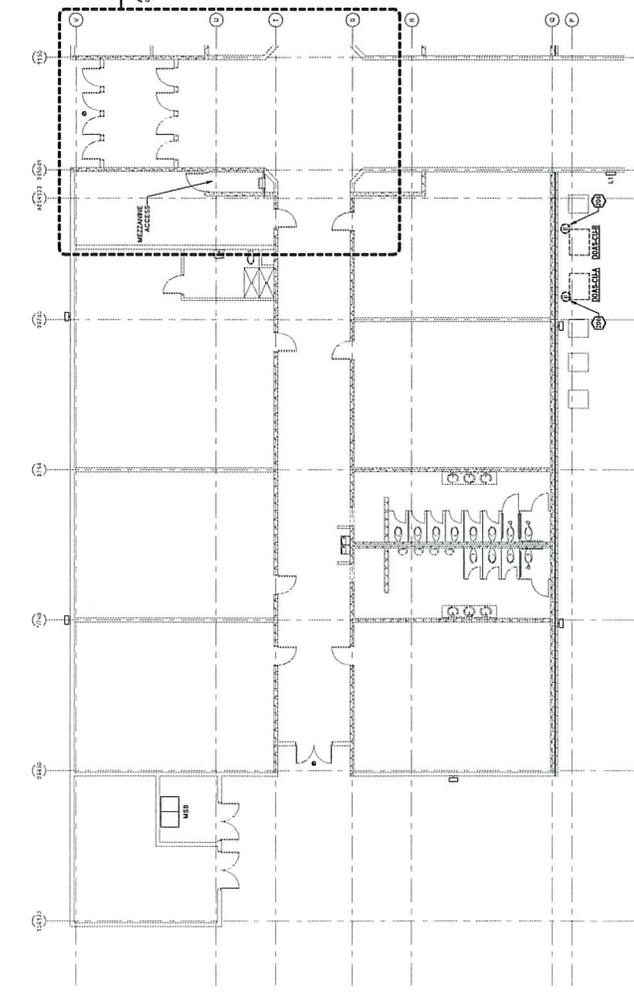
**3 PARTIAL DEMO PLAN - MEZZANINE**  
 SCALE: 1/8" = 1'-0"

**LEGEND**  
 TO BE REMOVED  
 EXISTING TO REMAIN

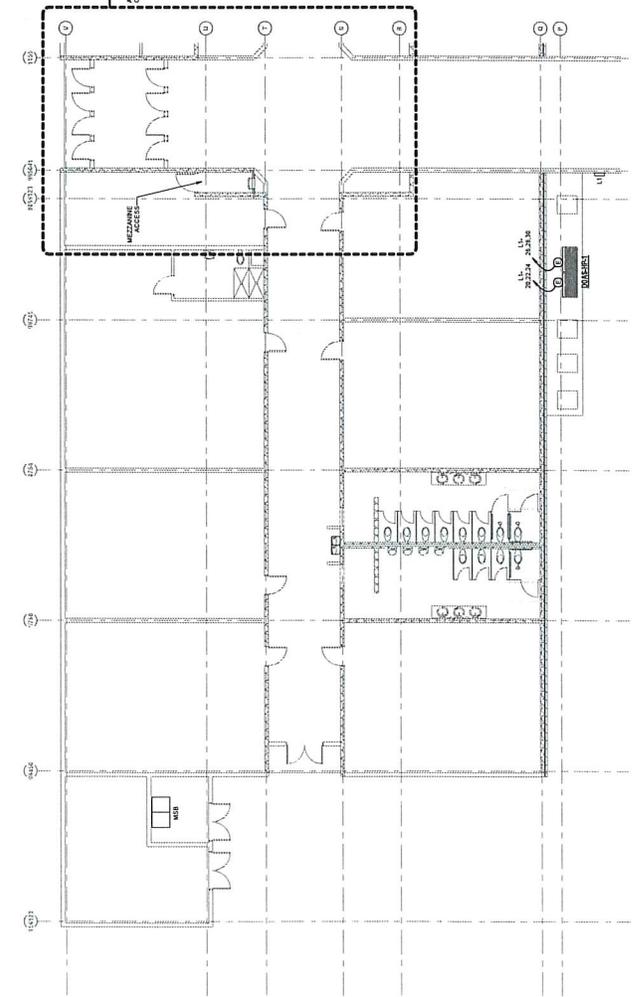


**1 PARTIAL POWER PLAN - MEZZANINE**  
 SCALE: 1/8" = 1'-0"

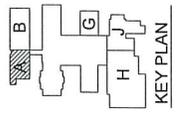
**LEGEND**  
 EXISTING TO REMAIN  
 NEW WORK



**4 ELECTRICAL DEMO PLAN - AREA A**  
 SCALE: 1/8" = 1'-0"



**2 ELECTRICAL FLOOR PLAN - AREA A**  
 SCALE: 1/8" = 1'-0"



**KEY PLAN**



# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: Monarch Utilities Request for Water Line Easement at Chapa MS

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:**

Work with local entities and developers to produce safe, desirable communities.

**D. Summary:**

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

Monarch Utilities has made a request for a water line easement at Chapa MS as shown in the attached sketch. Staff has received a Broker's Opinion of Value for the easement which consists of two separate tracts. One tract is approximately 9,553.35 square feet and the other is approximately 4,088.77 square feet separated by the new Dacy Lane.

The broker has offered different values for the two pieces of land because the southeast tract is located within a drainage structure.

**E. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other:

**F. Administrative Recommendation:**

Administration recommends the Board grant a water line easement to Monarch Utilities.

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

Budget                       Bond                       Grant/Special Funds                       Other \_\_\_\_\_  
Prior Year Spending – Not applicable  
Future/Ongoing -

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

Person responsible for evaluating this decision or action: Max Cleaver, COO  
Evaluation method and time line:  
Next report to the board:

**I. Suggested Motion:**

I move the Board grant a water line easement to Monarch Utilities, as presented.



SPOT ON SURVEYING

*Land Surveying & Mapping*

# EXHIBIT "A"

## PART 1 - METES AND BOUNDS DESCRIPTION

---

BEING A 0.219 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE ELISHA PRUETT SURVEY NO. 23, ABSTRACT NO. 376, IN HAYS COUNTY, TEXAS, SAID 0.219 ACRE TRACT BEING A PORTION OF THAT 24.454 ACRE REMAINDER TRACT CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY GENERAL WARRANTY DEED RECORDED AS DOCUMENT NO. 05001991 IN VOLUME 2618, PAGE 466, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 0.219 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a found iron rod with cap stamped "KENT MCMILLAN 217", said point being accepted as a point in the Southerly limits of Indian Paintbrush Subdivision Phase 4A, according to the map or plat recorded in Book 12, Page 29, Plat Records, Hays County, Texas (P.R.H.C.TX.), also being accepted as the Northeasterly corner of that 19.181 acre tract conveyed to City of Kyle by Special Warranty Deed recorded as Document No. 2008-80020108 in Volume 3436, Page 416, (O.P.R.H.C.TX.) and being accepted as the Northwest remainder corner of said 24.454 acre tract;

THENCE S 75° 24' 49" E, 994.79 feet leaving the Easterly limits of said 19.181 acre tract, with the Southerly limits of said Indian Paintbrush Subdivision Phase 4A and the Southerly limits of Indian Paintbrush Subdivision Phase 4B, according to the map or plat recorded in Book 12, Page 140, (P.R.H.C.TX.) and the Southerly Right of Way limits of Amberwood Loop, 60.00 feet wide and the Northerly limits of said 24.454 acre tract to the calculated **TRUE POINT OF BEGINNING** and the Northwesterly corner hereof;

THENCE S 75° 24' 49" E, 33.26 feet continuing with the Southerly Right of Way limits of said Amberwood Loop and the Northerly limits of said 24.454 acre tract to the calculated point of intersection with the Westerly Right of Way limits of Dacy Lane, variable in width, said calculated point being the Northwesterly corner of that 3.262 acre tract conveyed to Hays County by Deed recorded as Document No. 2015-15032090 in Volume 5344, Page 281, (O.P.R.H.C.TX.) and being accepted as the Northeasterly remainder corner of said 24.454 acre tract, for the Northeasterly corner hereof;

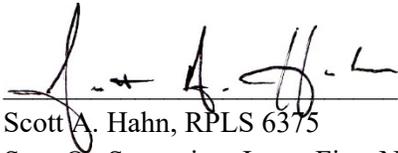
THENCE leaving the Southerly Right of Way limits of said Amberwood Loop, with the common Westerly Right of Way limits of said Dacy Lane, also being the Westerly limits of said 3.262 acre tract and the Easterly remainder limits of said 24.454 acre tract, the following three (3) courses:

1. S 38° 26' 46" E, 30.37 feet to a found iron rod with cap stamped "CHAPARRAL BOUNDARY";
2. S 01° 26' 47" E, 65.58 feet to the calculated beginning of a curve being concave Northwesterly, having a radius of 610.00 feet;
3. Southwesterly with said curve to the right through a central angle of 35° 49' 18" an arc distance of 381.37 feet, having a chord bearing and distance of S 16° 27' 50" W, 375.19 feet to the calculated Southeasterly corner hereof;

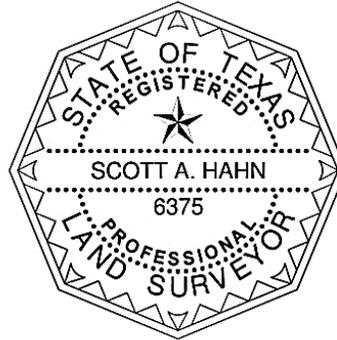
THENCE N 55° 37' 31" W, 20.00 feet leaving the Westerly Right of Way limits of Dacy Lane, through the interior of said 24.454 acre tract to a calculated point of intersection with a curve being 20.00 feet Westerly of and parallel with the Westerly limits of said 3.262 acre tract, for the Southwesterly corner hereof, said curve being concave Northwesterly, having a radius of 590.00 feet;

THENCE Northerly with said curve and lines being parallel with and 20.00 feet Westerly of the previously described 3.262 acre limits the following three (3) courses:

1. Northeasterly with said curve to the left through a central angle of  $35^{\circ} 49' 18''$  an arc distance of 368.87 feet, having a chord bearing and distance of N  $16^{\circ} 27' 50''$  E, 362.89 feet to a calculated point;
2. N  $01^{\circ} 26' 47''$  W, 58.89 feet to a calculated point;
3. N  $38^{\circ} 26' 46''$  W, 50.25 feet to the POINT OF BEGINNING hereof, containing a calculated area of 9,553.35 sq. ft. or 0.219 acres of land more or less. Said field notes being described in accordance with a survey made on the ground by me or under my direction and Exhibit "B" Survey Sketch prepared by Spot On Surveying attached hereto and made a part hereof. All bearings are based on NAD 83 Texas State Plane Coordinate System, South Central Zone, ground distances.



Scott A. Hahn, RPLS 6375  
Spot On Surveying, Inc. – Firm No. 10193894  
614 Jerrys Ln., Buda TX. 78610  
SOS J/N: 0080-21-002 – CHAPA MS – PART 1



September 29, 2021

\_\_\_\_\_  
Date



SPOT ON SURVEYING

*Land Surveying & Mapping*

# EXHIBIT "A"

## PART 2 - METES AND BOUNDS DESCRIPTION

---

BEING A 0.094 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE ELISHA PRUETT SURVEY NO. 23, ABSTRACT NO. 376, IN HAYS COUNTY, TEXAS, SAID 0.094 ACRE TRACT BEING A PORTION OF THAT 24.454 ACRE REMAINDER TRACT CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY GENERAL WARRANTY DEED RECORDED AS DOCUMENT NO. 05001991 IN VOLUME 2618, PAGE 466, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, (O.P.R.H.C.TX.), SAID 0.094 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a found 1/2" iron, said point being accepted as an angle point in the Right of Way limits of Dacy Lane, variable in width, also being accepted as an angle point in the Southerly limits of that 3.262 acre tract conveyed to Hays County by Deed recorded as Document No. 2015-15032090 in Volume 5344, Page 281, (O.P.R.H.C.TX.) and being accepted as a point in the Southerly limits of said 24.454 acre tract for the most Easterly remainder corner for the Southeast portion of said tract that's been divided by said 3.262 acre tract, said point being the beginning of a curve concave Northwesterly, having a radius of 732.00 feet;

THENCE Northeasterly with said curve to the left through a central angle of 30° 06' 15" an arc distance of 384.61, with the Southerly limits of said 3.262 acre tract, having a chord bearing and distance of N 48° 28' 55" E, 380.20 feet to the calculated **TRUE POINT OF BEGINNING** and the most Westerly corner hereof;

THENCE Northwesterly continuing with said curved Southerly limits of said 3.262 acre tract to the left through an interior angle of 01° 34' 09" an arc distance of 20.05 feet, to the calculated end of said curve for an angle point in said Southerly limits of said 3.262 acre tract, for an angle point in the Northerly limits of said remainder tract, for an angle point hereof, having a chord bearing and distance of N 32° 38' 43" E, 20.05 feet to said calculated point;

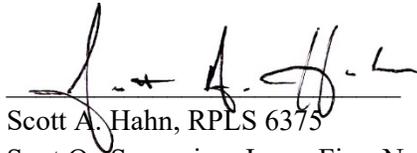
THENCE S 61° 16' 44" E, 46.06 feet continuing with said common Southerly limits of said 3.262 acre tract and the Northerly limits of said 24.454 acre Southerly remainder tract to a calculated point, said point being accepted as a point in the Westerly Right of Way limits of Dacy Lane, and being accepted as the Northeasterly corner of said 24.454 acre Southerly remainder tract, for the Northeasterly corner hereof;

THENCE with the common Right of Way limits of said Dacy Lane and the Easterly limits of said 24.454 acre tract, the following three (3) courses:

1. S 01° 35' 55" E, 151.43 feet to a calculated angle point hereof;
2. S 25° 11' 02" W, 27.40 feet to a calculated angle point hereof;
3. S 57° 32' 54" W, 8.92 feet to a calculated point of intersection with a line being 20.00 feet Westerly of and parallel with the previously described lines, said point being accepted as a point in the Northerly Right of Way limits of said Dacy Lane, for the Southwesterly corner hereof;

THENCE leaving said Right of Way limits, through the interior of said 24.454 acre tract, with said parallel line, the following two (2) courses:

1. N 01° 35' 55" W, 168.99 feet to a calculated point;
1. N 61° 16' 44" W, 35.96 feet to the POINT OF BEGINNING hereof, containing a calculated area of 4,088.77 sq. ft. or 0.094 acres of land more or less. Said field notes being described in accordance with a survey made on the ground by me or under my direction and Exhibit "B" Survey Sketch prepared by Spot On Surveying attached hereto and made a part hereof. All bearings are based on NAD 83 Texas State Plane Coordinate System, South Central Zone, ground distances.



Scott A. Hahn, RPLS 6375  
Spot On Surveying, Inc. – Firm No. 10193894  
614 Jerrys Ln., Buda TX. 78610  
SOS J/N: 0080-21-002 – CHAPA MS – PART 2



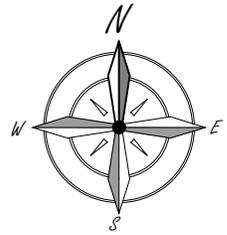
September 29, 2021

\_\_\_\_\_  
Date

CITY OF KYLE  
19.181 ACRES  
DOCUMENT NO. 2008-80020108  
VOLUME 3436, PAGE 415  
O.P.R.H.C.TX.

# Exhibit B

## WATERLINE EASEMENT SURVEY SKETCH



0 150  
SCALE 1" = 150'

### MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- A FOUND 1/2" IRON ROD.
- B FOUND IRON ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY".
- C FOUND 1/2" IRON ROD - DISTURBED.
- D FOUND IRON ROD WITH CAP STAMPED "KENT MCMILLAN 217".

### LEGEND:

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING  
O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS,  
HAYS COUNTY, TEXAS

### LINETYPE LEGEND

- = ADJOINING LOT LINES
- = WATERLINE EASEMENT LIMITS
- = BOUNDARY LIMITS
- - - = TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
L #	BEARING	LENGTH
L1	N1°35'55"W	168.99'
L2	N61°16'44"W	35.96'

### BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS WITH CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

### NOTES:

- \* THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
- \*\* OWNER INFORMATION SHOWN HEREON WAS DERIVED FROM INFORMATION PROVIDED BY THE COUNTY OF HAYS, PUBLIC RECORDS GIS WEBSITE, AND COUNTY CLERK RECORDS. NO TITLE SEARCH WAS PERFORMED BY SPOT ON SURVEYING DURING THE COURSE OF THIS SURVEY.
- \*\*\* THE PURPOSE OF THIS SURVEY IS TO ACCURATELY DEPICT MEASURED AND/OR RECORD BOUNDARY LINES SUFFICIENT FOR WATERLINE EASEMENT DESCRIPTION PURPOSES. THIS IS NOT A COMPLETE BOUNDARY SURVEY.

CHAPA MIDDLE SCHOOL

HAYS CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
REMAINDER OF 24.454 ACRES  
DOCUMENT NO. 05001991  
VOLUME 2618, PAGE 466  
O.P.R.H.C.TC.

HAYS COUNTY  
3,262 ACRES  
DOCUMENT NO. 2015-15032090  
VOLUME 5344, PAGE 281  
O.P.R.H.C.TX.

HAYS CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
REMAINDER OF 24.454 ACRES  
DOCUMENT NO. 05001991  
VOLUME 2618, PAGE 466  
O.P.R.H.C.TC.

### SURVEYOR'S STATEMENT

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. SEE EXHIBIT "A" SHEET 1 METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

2021/09/29  
DATE

SCOTT A. HAHN RPLS 6375  
SPOT ON SURVEYING, INC.  
TBPS FIRM #: 10193894  
614 JERRY'S LN.,  
BUDA, TX. 78610  
512-523-8092  
www.spotonsurveying.com



### CURVE TABLE

C #	DELTA	RAD.	LENGTH	CHD BRG	CHD L.
C1	1°34'09"	732.00'	20.05'	N32° 38' 43"E	20.05'
C2	30°06'15"	732.00'	384.61'	N48° 28' 55"E	380.20'

CITY OF KYLE  
19.181 ACRES  
DOCUMENT NO. 2008-80020108  
VOLUME 3436, PAGE 415  
O.P.R.H.C.TX.

# Exhibit B

## WATERLINE EASEMENT SURVEY SKETCH



0 150  
SCALE 1" = 150'

### MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- = FOUND 1/2" IRON ROD.
- = FOUND IRON ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY".
- = FOUND 1/2" IRON ROD - DISTURBED.
- = FOUND IRON ROD WITH CAP STAMPED "KENT MCMILLAN 217".

### LEGEND:

- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING
- O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

### LINETYPE LEGEND

- — — — = ADJOINING LOT LINES
- — — — = WATERLINE EASEMENT LIMITS
- — — — = BOUNDARY LIMITS
- — — — = TEMPORARY CONSTRUCTION EASEMENT

### LINE TABLE

L#	BEARING	LENGTH
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### CURVE TABLE

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C2	30°06'15"	732.00'	384.61'	N48°28'55"E	380.20'



### SURVEYOR'S STATEMENT

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. SEE EXHIBIT "A" SHEET 1 METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

2021/09/29  
DATE

SCOTT A. HAHN RPLS 6375  
SPOT ON SURVEYING, INC.  
TBPS FIRM #: 10193894  
614 JERRYS LN.,  
BUDA, TX. 78610  
512-523-8092



www.spotonsurveying.com

SOS J/N: 0080-21-002 - CHAPPA MIDDLE SCHOOL

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

**Date:** March 28, 2022

**Procurement:** College and Career Readiness Platform - SchoolLinks

**Submitted by:** Board President, Vanessa Petrea; Board Secretary, Merideth Keller and Board Member, Esperanza Orosco

**Administrator Responsible/Position:** Marivel Sedillo – Chief Academic Officer  
Maritza Gonzalez – Director of Guidance, Counseling & CC Readiness  
Suzi Mitchell – Director of CTE

**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 the agenda it to request approval to purchase a college and career readiness platform, annual service and support, on-site training and consulting. SchoolLinks provides related assessments, instructional resources, student tracking, exam prep and guidance support for grades 5-12.

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

Background information

**E. Scope of Options Reviewed:**

TIPS Cooperative Contract #210301

Length of Contract: The is a one-year contract with two (2) options to renew through March 31, 2025

**F. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Curriculum & Instruction

**G. Administrative Recommendation:**

The administration recommends approval of the purchase of College and Career Readiness Platform from SchoolLinks.

**H. Fiscal Impact and Cost: Total Amount: \$ 78,971**

Budget – General Operating Fund

Bond

Grant/Special Funds

Other \_\_\_\_\_

Prior Year Spending – \$0

Future/Ongoing – These services will be a recurring cost (annually)

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

Person responsible for evaluating this decision or action – Maritza Gonzalez – Director of Guidance, Counseling & CC Readiness

**J. Suggested Motion:**

I move that the Board approve the purchase of college and career readiness platform from SchoolLinks in the amount of \$78,971.



## Hays CISD SchoolLinks Sales Order

### Order Details

Create Date	February 11, 2022	Prepared By	Adam Frillman
Subscription Start	April 1, 2022	District Name	Hays CISD
Subscription End	March 31, 2025	Contact Name	Maritza Gonzalez

### Notes

- Grades: 5th - 12th Grade

Total license: 14,038

Qualifies for TIPS-USA Cooperative Purchasing Agreement Contract Number **210301**

<b>Subscription Terms</b>	<b>Payment Frequency</b>	<b>Payment Terms</b>
3 Years	Annual	Net 30

Year 1 Items	Unit Cost	Unit	Quantity	Subtotal
<b>Platform</b> Includes <ul style="list-style-type: none"> <li>all core features for college, career &amp; financial aid</li> <li>student license</li> <li>staff license</li> <li>parent license</li> <li>unlimited alumni license</li> </ul>	\$3.75	Student	14038	\$52,642.50
<b>Annual Service &amp; Support</b> <ul style="list-style-type: none"> <li>2 hour virtual training</li> <li>Pre-built lesson plans</li> <li>Year round live chat</li> <li>Online course &amp; certification</li> <li>Self-serve help center</li> <li>Communal training webinar</li> <li>Email support</li> </ul>	\$0.75	Student	14038	\$10,528.50



<b>Graduation &amp; Academic Planner</b> (8th - 12th Grade) <ul style="list-style-type: none"> <li>• 4 Year course planning feature</li> <li>• Course catalog loading</li> <li>• Course catalog configuration</li> <li>• Pathway configuration &amp; maintenance</li> <li>• Public course catalog</li> <li>• Annual maintenance</li> </ul>	\$1.00	Student	8800	\$8,800.00
<b>CCMR Data Suite</b> (9th - 12th Grade) <ul style="list-style-type: none"> <li>• Key readiness indicator feature</li> <li>• CCMR indicator configuration</li> <li>• CCMRfeature</li> <li>• CCMR config &amp; setup</li> <li>• Annual maintenance</li> </ul>	\$1.00	Student	7000	\$7,000.00
<b>One Time Implementation &amp; Integration</b> <ul style="list-style-type: none"> <li>• Implementation calls &amp; webinar</li> <li>• SSO (Clever, Classlink, Google)</li> <li>• Self-serve data uploader</li> <li>• SFTP/API automated data upload</li> <li>• Data migration from legacy platform/process</li> <li>• Dedicated implementation manager</li> </ul>	\$10,000.00	One Time	1	\$10,000.00
<b>On-site Training &amp; Consulting</b> Each Day can be converted to 9-hours of webinar training if preferred.	\$2,500.00	First Year	2	\$5,000.00
<b>Strategic Partner Discount</b>	-\$15,000.00	Per Year	1	-\$15,000.00

**Subtotal**                    **\$78,971.00**

**Total**                            **\$78,971.00**

## Optional Add-Ons

Item	Price	Unit
<b>CCMR Data Suite</b> <ul style="list-style-type: none"> <li>• Key readiness indicator feature</li> <li>• State CCR indicator configuration</li> <li>• CCMR feature</li> <li>• CCMR config &amp; setup</li> <li>• Annual maintenance</li> </ul>	\$10,000	Annually



NSC Student Tracker*	\$425	High School
On Site Training & Consulting	\$2,500	Person day
Test Prep Price varies based on quantity, min 15 license required.	\$3-30	Student/building

\*Pricing for NSC Student Tracker might change. SchoolLinks is an official reseller for NSC.

- Subject to a 3% increase annually
- Total price doesn't include applicable sales tax. If the district is tax-exempt, a tax-exemption certificate must be provided upon signing of the sales order.

The services are delivered in accordance with the applicable terms that can be found at:  
[why.schoollinks.com/terms](http://why.schoollinks.com/terms)

By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

**Organization Representative with Signing Authority**

**SchoolLinks Representative with Signing Authority**

Signature:

Signature:

Full Name:

Full Name:

Title:

Title:

Email:

Email:

Date Signed:

Date Signed:

**Payment Method**

**Pay by Check**

Payable to: SchoolLinks, Inc.

Mail check to PO BOX 274, Austin TX 78767

**Pay by ACH**

Contact [billing@schoollinks.com](mailto:billing@schoollinks.com)

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

**Date:** March 28, 2022

**Subject:** Texas Teachers of Tomorrow/Lighthouse Teacher Certification and Preparation Program (LTCPP)

**Administrator Responsible/Position:** Dr. Fernando Medina, 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**

**NA**

CH (Local) - budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

**C. Goal or Need Addressed:**

The Hays CISD Human Resources Officer has as its mission:

*In Human Resources we believe in the power of people and the difference they can make. We are committed to building and support our team of difference makers to positively influence every student's life.*

In keeping with this mission, the Hays CISD Human Resources Office committed to the Board the following goal:

*Improve existing structures and strategies to effectively and efficiently source and hire the best talent in all areas, particularly in high-need areas (Bilingual, SPED, Guest Teachers).*

This strategy supports the mission and goals. It further supports our 2022-2023 anticipated goal to have a 100% fill rate for teaching positions on the first day of school.

**D. Summary:**

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

**Future action anticipated –**

**Background information –**

Texas Teachers of Tomorrow (aka Texas Teachers) traditionally supports most all school districts throughout Texas by providing aspiring alternatively certified teachers. The Lighthouse Teacher Certification and Preparation Program (LTCPP) is a NEW and UNCONVENTIONAL approach and program that is exclusively being offered to Hays CISD and few other districts.

The LTCPP is a customized “grow your own” approach to support our staffing needs, particularly in high-need areas. Teachers of Tomorrow will customize Test preparation, Training, Certification, Development, Support, and Visibility as described in the attached document for 20 alternative certification candidates selected by Hays CISD. These candidates will be sourced through Texas Teachers of Tomorrow’s marketing efforts as well as Hays CISD’s qualifying substitutes, paraprofessionals, or other sources.

Hays CISD currently employs 17 alternative certification candidates through Texas Teachers. We anticipate that this new strategy will increase this number by 20.

In addition to alternatively certifying teachers, Teachers of Tomorrow will also provide test preparation to 15 currently certified teachers who seek certification in other content areas that they district is seeking to fill.

**E. Comments Received:**

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

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

**F. Administrative Recommendation**

Administration recommends the board approve the Texas Teachers of Tomorrow/Lighthouse Teacher Certification and Preparation program and the related expenditures in support of the District's mission and goals.

**G. Fiscal Impact and Cost:      Amount \$ 133,900.00 + \$ 3,675 \*= \$ 137,575**

\* Texas Teachers has provided a discounted rate of \$245 per person to support current teachers to become certified in other areas. Up to 15 teachers will be supported.

Budget – General Operating Fund       Bond       Grant/Special Funds       Other

**H. Monitoring and Reporting Timeline:**

Human Resources will work to ensure that selected candidate commit to remaining with the district for at least five years. An agreement will be executed with each candidate.

Human Resources will monitor the strategy's ability to recruit and retain the selected candidates over the next five years.

**I. Suggested Motion**

I move that the Board of Trustees for Hays Consolidated Independent School District approve the Texas Teachers of Tomorrow/Lighthouse Teacher Certification and Preparation program in the amount of \$137,575, as presented.

# Teacher Certification Quotation

## Hays Consolidated Independent School District

21003 Interstate 35

Kyle, TX 78640

TEACHERS of  
TOMORROW  
TEACHER CERTIFICATION™

2401 Fountain View Dr., STE 700

Houston, TX 77057

Tel: 877-342-1202

## Program Description

Texas Teachers of Tomorrow will provide our Lighthouse Teacher Certification and Preparation program to Hays Consolidated Independent School District teacher candidates as outlined below. Texas Teachers of Tomorrow will provide sourcing, training, certification, test preparation and support as outlined below. Candidates will be sourced through Texas Teachers of Tomorrow's marketing efforts as well as Hays CISD's qualifying substitutes, paraprofessionals or other sources.

## Quote Detail

Item	Qty	Unit Price	Line Total
Teachers of Tomorrow: Lighthouse Teacher Certification and Preparation Program.	20	\$6,695.00	\$133,900.00

### Program Details:

- **Teacher Certification:**
  - Over 300 hours of interactive training; 200+ hours during pre-service training, including 6 projects
  - Methods courses and additional internship project once on Intern Certificate
    - Methods course is content area specific
    - Overview of SPED for the General Ed teacher and Family and Community Engagement course
- **Test Preparation:**
  - Texas Teachers developed test prep courses; content exam(s) and pedagogy (PPR)
  - 24-month access to test prep for content and pedagogy (PPR) through *The Learning Liaisons*
- **Dedicated Resources:**
  - Dedicated Advisor for District's Teachers
  - Dedicated Support Team for District
  - Assigned district-specific Field Supervisor for internship year
  - Priority Enrollment
  - Priority Grading on Projects and Assessments
  - Priority SOE Processing and Certificate Recommendations

- **Coach Visits:**
  - 5 standard coach visits from Field Supervisor during internship year (as required by TEA)
  - Up to 2 additional coach visits from Field Supervisor in the following 2 years (4 additional visits), after intern gains Standard Certificate
- **Professional Development and Ongoing Training:**
  - Customized district-specific content developed into courses, provided by district
  - Optional courses: Districts can select from 30+ categories of additional training content to provide for teachers
  - Progress reported quarterly as first year teachers' advance
  - Access to "Office Hours" with dedicated advisor and coaches/mentors
  - Monthly on-demand and live trainings tailored to teacher/district needs
  - Drop-in/scheduled live trainings and district focused sessions

\*Confidential: Hays CISD and Teachers of Tomorrow

All payments must be received within 30 days.

Refunds: If a referred teacher does not qualify for the program or never enrolls, Hays CISD may provide a replacement or Texas Teachers will supply a teacher candidate to the district at no additional charge.

Sub Total	\$133,900.00
Tax	
Grand Total	\$133,900.00

*Teachers of Tomorrow Thanks You!*

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date March 28, 2022

Subject: Fine Arts Program Update

Administrator Responsible/Position: Patty Moreno, Director of Fine Arts

- 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 recognize the district's Art program within our Fine Arts.
- D. Summary:  
The district would like to recognize the student program for their excellence in achievement.
- E. Administrative Recommendation:  
The administration is not making a recommendation on this item as it is only informational.
- F. Monitoring and Reporting Time Line:  
Person responsible for evaluating this decision or action —Marivel Sedillo, DS/CAO

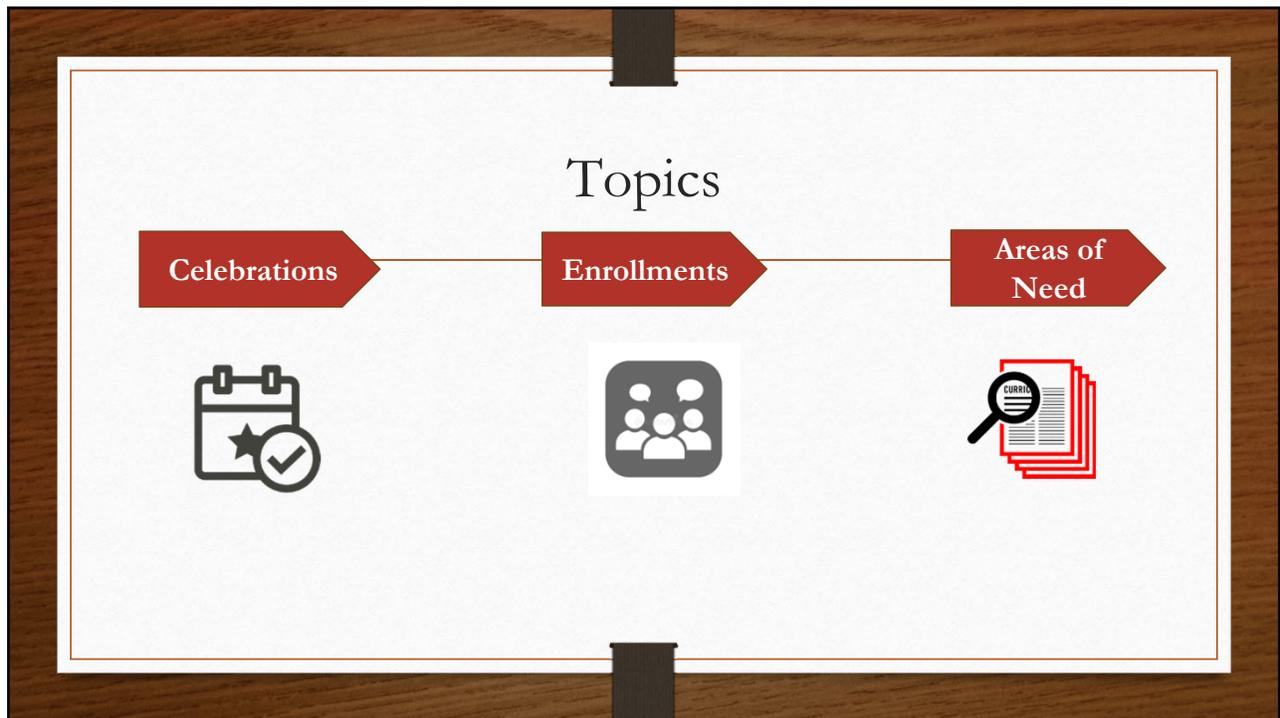


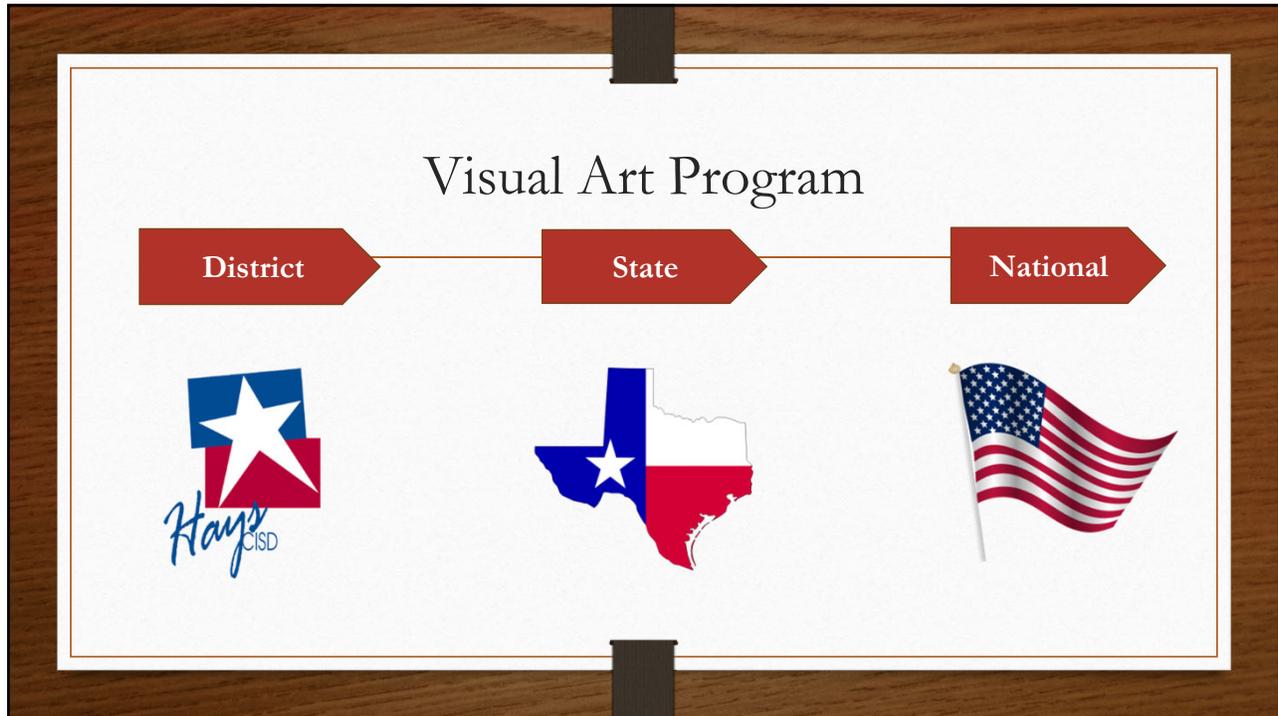
The slide features a collage background of various art projects. On the left, the Hays CISD logo is displayed, consisting of a white star on a blue and red background with the text "Hays CISD" in blue script. The main title "Visual Arts Update" is centered in a black serif font. Below the title, the date "March 28, 2022" and the name "Patty Moreno, Director of Fine Arts" are listed. On the right side, there is a photograph of several colorful art projects, including a red and black creature head, a pink and purple snail, and a blue and white figure.

**Hays CISD**

# Visual Arts Update

March 28, 2022  
Patty Moreno  
Director of Fine Arts





## March Youth Art Month

- YAM – Youth Art Month
- District-wide art show at the Historic Buda Upper Campus
- Link to [video](#) provided by Moses Leos
- Student artwork on display at the PAC
- Student artwork on display at campuses

A calendar icon with a star and a checkmark, indicating a scheduled event or completion.

## State

## Extra-Curricular

- Texas Art Education Association (TAEA)
- Visual Arts & Scholastic Event (VASE) – high school students
- State VASE – four students advancing; two from Johnson HS, one from Lehman HS and one from Hays HS
- Jr. VASE – middle school students
- TEAM – elementary school students
- VASE = UIL (music / OAP)

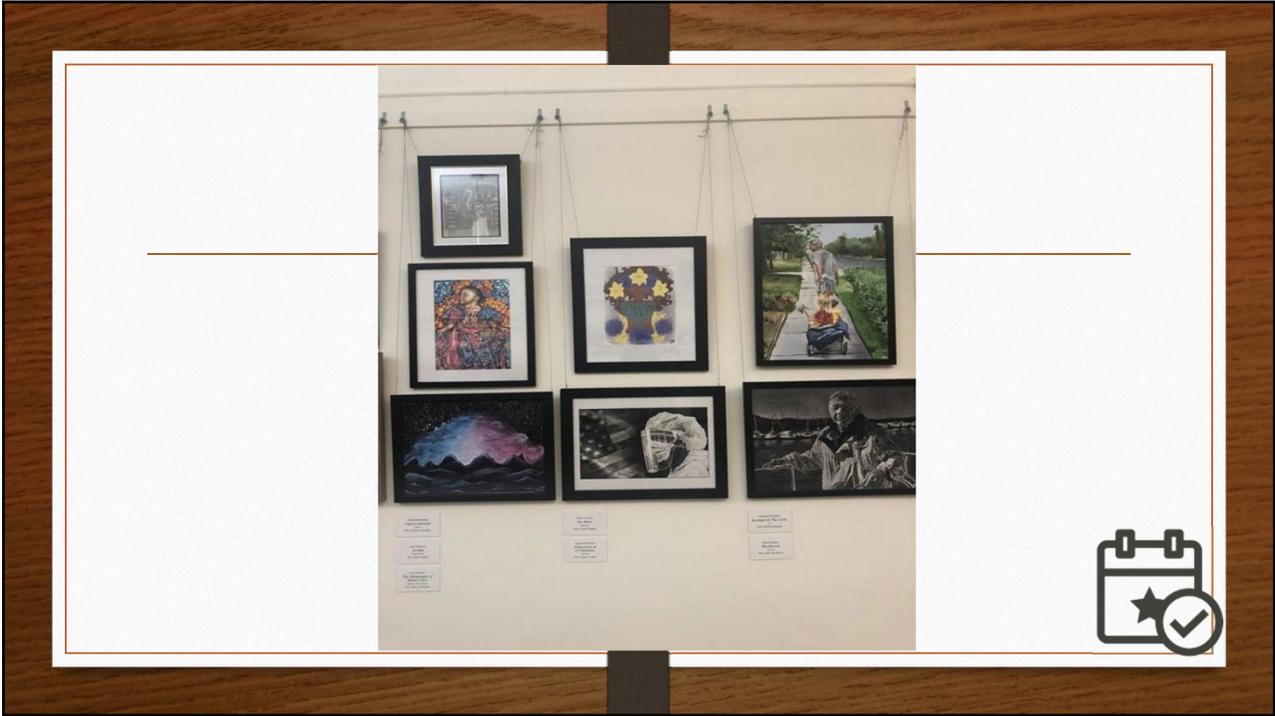


## National

## Extra-Curricular

- Congressional Art Competition - the U.S. House of Representatives' official art competition for high school students. Each year House Members may honor one high school student from their districts by selecting a piece of artwork for inclusion in an exhibit at the U.S. Capitol.
- Soleil Danielle Johnson, a Hays HS senior, won the U.S. Congressional Art Competition. Her artwork titled, "No More," is being displayed at the U.S. Capitol Building! Her art teacher and her parents are present tonight.







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

Date: March 28, 2022

Subject: Review of 2022-2023 Budget Calendar Timeline for 2022-2023 Budget including presentation of revenue estimate, preliminary cost of living adjustment, and presentation of equity study

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:**

Update the Board on the 2022-2023 Budget Timeline

**D. Summary:**

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

Dr. Wright and administration continue to hold meetings to evaluate staffing and programs within the District with a singular focus on increasing student achievement in Hays CISD. These meetings pair the review and analysis of budget worksheets with the stated budget priorities of student achievement, compensation increases, and acceptable class size ratios.

**E. Scope of Options Reviewed:**

**F. Comments Received:**

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

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

**G. Administrative Recommendation: No recommendation – this is an informational item.**

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

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 – Randy Rau

## Hays Consolidated Independent School District 2022 – 2023 Budget Calendar

MONTH/YEAR	DATE	ASSIGNMENT
January 2022	Ongoing	<b>Staffing process to begin. (HR)</b> <b>HR engages in TASB equity study.</b>
	20 <sup>th</sup> – 21 <sup>st</sup>	Attend Texas Association of School Business Officials (TASBO) annual budget academy. Review results of the State Comptrollers property value study. Update current year student attendance worksheet to include 3 <sup>rd</sup> six week’s attendance reports.
	Ongoing	Review estimate of student projections for new budget year and update online budget module. Demographer report and projections. Update state funding template.
	31 <sup>st</sup>	<b>HR requests board approval to engage in early hiring.</b>
February 2022	4 <sup>th</sup>	Preliminary calculations on federal entitlements for campus budgets.
	8 <sup>th</sup>	Distribute campus/department budget worksheets <i>now online</i> .
	14 <sup>th</sup>	<b>HR to compile staffing requests from campuses and departments.</b>
	28 <sup>th</sup>	<b>HR to provide preliminary staffing allocations to campuses.</b>
	Ongoing	Assist campuses and departments on budget worksheet status.
	Ongoing	Continue work on state funding template.
March 2022	21 <sup>st</sup>	Present revenue projections/estimates to superintendent and cabinet. HR to present results of TASB equity adjustment to superintendent and cabinet.
	Ongoing	<b>HR staffing discussions with departments.</b> Update current year student attendance worksheet to include 4 <sup>th</sup> six week’s attendance reports.
	28 <sup>th</sup>	<b>Present revenue estimates to the board.</b>
	28 <sup>th</sup>	<b>Board to approve preliminary cost of living adjustment.</b>
	28 <sup>th</sup>	<b>Equity study present to board.</b>
April 2022	4 <sup>th</sup>	<b>ALL BUDGET WORKSHEETS DUE TO FINANCE.</b>
	11 <sup>th</sup>	<b>Present staffing projections to superintendent.</b> <b>Prepare payroll budget template with estimate staffing projections and salary adjustments.</b>
	22 <sup>nd</sup>	Non Payroll budget will be completed and input into system(s)
	29 <sup>th</sup>	Receive certified estimates from the three appraisal districts (Hays, Caldwell, and Travis).
	30 <sup>th</sup>	Prepare preliminary estimate of local tax projections.
May 2022	Ongoing	<b>Revise payroll budget template with estimate staffing projections and salary adjustments.</b>
	2 <sup>nd</sup>	Analysis Debt Service revenue estimate to determine if a resolution to defeasance debt is needed.
	9 <sup>th</sup>	Present first draft to superintendent and cabinet.
	9 <sup>th</sup>	<b>Draft compensation plan to superintendent and cabinet.</b>
	16 <sup>th</sup>	<b>Present draft compensation plan to school board.</b>
	23 <sup>rd</sup>	<b>Adopt compensation plan.</b>
31 <sup>st</sup>	Using certified estimate, prepare truth in taxation notice for publication.	
June 2022	TBD	<b>Budget workshop.</b>
	16 <sup>th</sup>	Post truth in taxation notice no later than 10 days prior to budget adoption date.
	TBD	<b>Budget workshop (if needed).</b>
	13 <sup>th</sup>	Present final draft to superintendent and cabinet.
	20 <sup>th</sup>	<b>Present final draft to school board at board workshop meeting.</b>
	27 <sup>th</sup>	Conduct public hearing on proposed new year budget.
27 <sup>th</sup>	<b>Adopt new year budget (regular June board meeting).</b>	
29 <sup>th</sup>	Post next year budget to start on July 1 <sup>st</sup> .	

## Hays Consolidated Independent School District 2022 – 2023 Budget Calendar

**July 2022**

- 25<sup>th</sup> Receive certified values from the three appraisal districts (Hays, Caldwell, Travis)
- 26<sup>th</sup> – 29<sup>th</sup> Revise the “Truth-in-Taxation” schedules (state template)

**August 2022**

- 5<sup>th</sup> Work with Hays Co Tax Assessor Collector on the revised notice to publish on District website.
- 12<sup>th</sup> Post revised Truth-in-Taxation” notice on the District’s website IF same or lower tax rate.
- 29<sup>th</sup> Board action on acceptance of certified values from the appraisal districts
- 29<sup>th</sup> Board action on ordinance for setting of tax rate

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: February 28, 2022 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: March 28, 2022

### Monthly Financial Highlights

- The monthly Financial Reports represent financial data through February 28, 2022.
- The cash and investment balances of all funds at month end totals \$229,507,580.63. The General Fund makes up the largest portion of the total with \$104,387,892.63 or roughly 45.48%.
- Through the end of the month (8/12 or 66.67% of the budget year):
  - The General Fund has collected \$148,079,169.87 (72.83% of its budgeted revenue) and has spent \$132,980,166.22 (63.23% of its budgeted expenditures). The *estimated* ending fund balance through the month of February 2022 is \$86,853,880.54.
  - The Child Nutrition fund has collected \$8,924,732.65 (78.45% of its budgeted revenue) and has spent \$6,036,079.58 (53.06% of its budgeted expenditures).
  - The Debt Service fund collected \$54,412,931.81 (94.87% of its budgeted revenue) and spent \$53,837,618.74 (93.86% 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 \$40,561,568.38 in the current fiscal year through the month of February 2022 and have collected \$51,668.58 in interest revenue. The 2021 bonds were sold in late August 2021 in the amount of \$125,000,000 and are categorized as “other sources”.
- 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 is \$13,274,500.14 and total expenditures are \$13,274,500.14.
- Current Tax collections for the month of February 2022 totaled \$14,242,507.51 representing 9.22% of the levy collected during the month. Approximately 96.25% of the total levy has been collected through the end of February 2022. In comparison, 94.40% of the total levy was collected through the end of February 2021.

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**



**February 28, 2022**

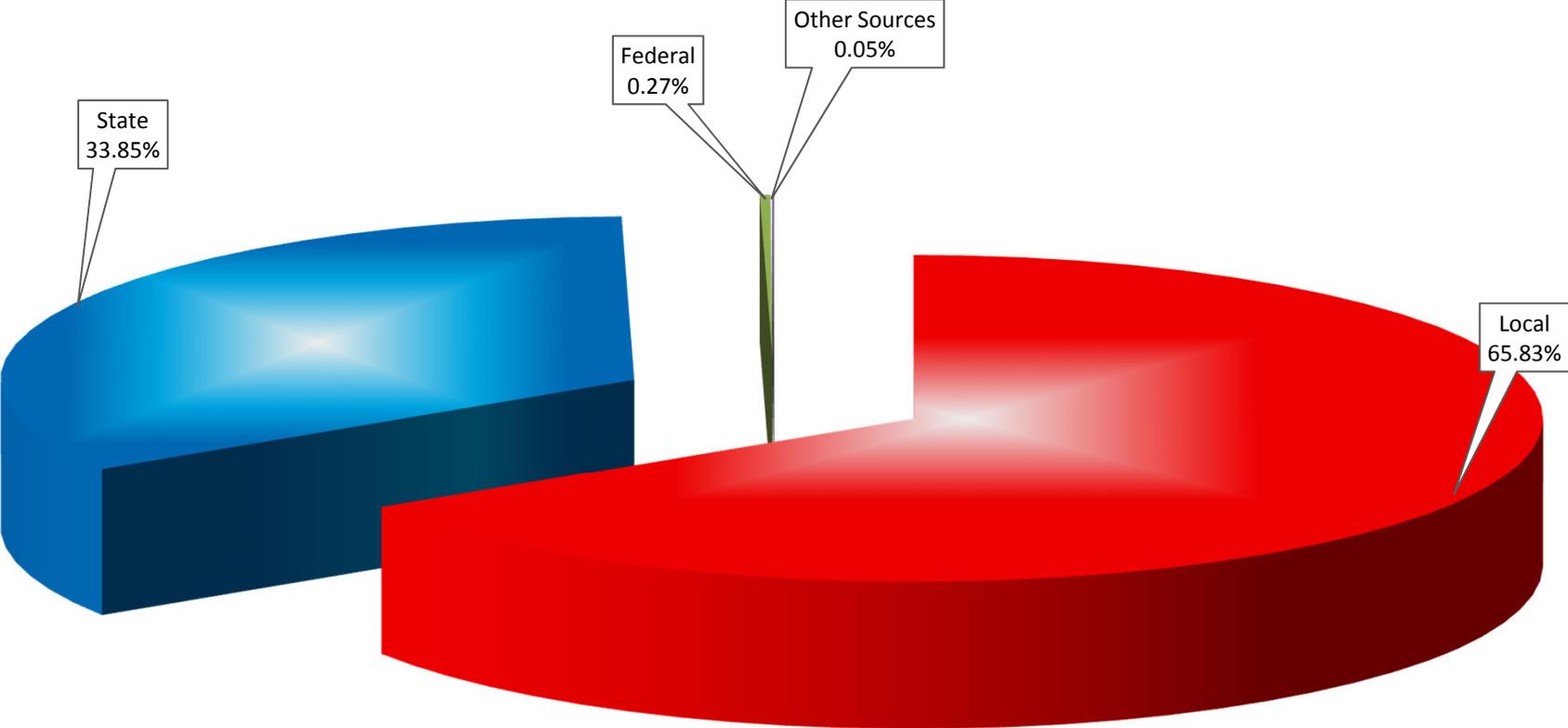
**Hays Consolidated Independent School District**  
**Combined Balance Sheet**  
**for the Month Ending February 28, 2022**  
**(Un-Audited)**

	<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	\$ 17,872,222.77	\$ 15,738.55	\$ 32,202,514.85	\$ 4,081,248.47	\$ (6,147,491.10)	\$ 48,024,233.54
Current Investments	86,515,669.86	2,617,123.80	(2,257,960.84)	94,608,514.27	-	181,483,347.09
<b>Total Cash and Investments</b>	<b>\$ 104,387,892.63</b>	<b>\$ 2,632,862.35</b>	<b>\$ 29,944,554.01</b>	<b>\$ 98,689,762.74</b>	<b>\$ (6,147,491.10)</b>	<b>\$ 229,507,580.63</b>
Property Taxes - Delinquent	2,091,642.49	-	1,022,302.30	-	-	3,113,944.79
Allowance for Uncollectible Taxes	(634,099.59)	-	(281,855.44)	-	-	(915,955.03)
Due from State Agencies	2,000,537.40	-	-	-	7,531,228.60	9,531,766.00
Due from other Governments	547,529.73	-	136,976.07	-	10,591.39	695,097.19
Accrued Interest	-	-	-	-	-	-
Due from Other Funds	6,442.57	3,629,052.80	-	-	-	3,635,495.37
Other Receivables	3,443.98	-	-	-	-	3,443.98
<b>Total Receivables</b>	<b>\$ 4,015,496.58</b>	<b>\$ 3,629,052.80</b>	<b>\$ 877,422.93</b>	<b>\$ -</b>	<b>\$ 7,541,819.99</b>	<b>\$ 16,063,792.30</b>
Inventories	-	155,216.69	-	-	-	155,216.69
Prepaid Items	5,066,000.94	500.00	-	-	-	5,066,500.94
<b>Other Current Assets</b>	<b>\$ 5,066,000.94</b>	<b>\$ 155,716.69</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,221,717.63</b>
<b>Total Current Assets</b>	<b>\$ 113,469,390.15</b>	<b>\$ 6,417,631.84</b>	<b>\$ 30,821,976.94</b>	<b>\$ 98,689,762.74</b>	<b>\$ 1,394,328.89</b>	<b>\$ 250,793,090.56</b>
<b>Liabilities and Fund Balance:</b>						
<b>Current Liabilities</b>						
Accounts Payable	\$ 62,631.90	\$ 109.50	\$ -	\$ 1,602,052.56	\$ 5,797.95	\$ 1,670,591.91
Other Liabilities	177,299.27	-	-	-	-	177,299.27
Payroll Deductions and Withholdings	1,815,142.28	-	-	-	-	1,815,142.28
Accrued Wages Payable	15,141,091.15	369,968.60	-	-	-	15,511,059.75
Due to Other Funds	2,805,271.50	5,403.19	-	4,270.74	-	2,814,945.43
Due to State Agencies	-	-	-	-	-	-
Due to other Governments	10,945.00	-	-	-	-	10,945.00
Due to Student Groups	385,358.70	-	-	-	-	385,358.70
Deferred Revenues	4,760,226.91	283,443.75	-	-	1,388,530.94	6,432,201.60
Deferred Inflows	1,457,542.90	-	740,446.86	-	-	2,197,989.76
<b>Total Liabilities</b>	<b>\$ 26,615,509.61</b>	<b>\$ 658,925.04</b>	<b>\$ 740,446.86</b>	<b>\$ 1,606,323.30</b>	<b>\$ 1,394,328.89</b>	<b>\$ 31,015,533.70</b>
<b>Fund Balance/Equity</b>						
Reserved/Designated Fund Balance	-	2,249,915.49	29,506,217.01	12,593,339.24	-	44,349,471.74
Current Year Revenues less	-	-	-	-	-	-
Expenditures/Expenses	15,099,003.65	2,888,653.07	575,313.07	20,977,828.75	-	39,540,798.54
Reserved Fund Balance for Current Year	-	-	-	-	-	-
Encumbrances (POs)	2,851,623.11	620,138.24	-	63,512,271.45	-	66,984,032.80
Unreserved Fund Balance/Fund Equity	<b>\$ 68,903,253.78</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,903,253.78</b>
<b>Total Fund Balance/Equity</b>	<b>\$ 86,853,880.54</b>	<b>\$ 5,758,706.80</b>	<b>\$ 30,081,530.08</b>	<b>\$ 97,083,439.44</b>	<b>\$ -</b>	<b>\$ 219,777,556.86</b>
<b>Total Liabilities and Fund Equity</b>	<b>\$ 113,469,390.15</b>	<b>\$ 6,417,631.84</b>	<b>\$ 30,821,976.94</b>	<b>\$ 98,689,762.74</b>	<b>\$ 1,394,328.89</b>	<b>\$ 250,793,090.56</b>

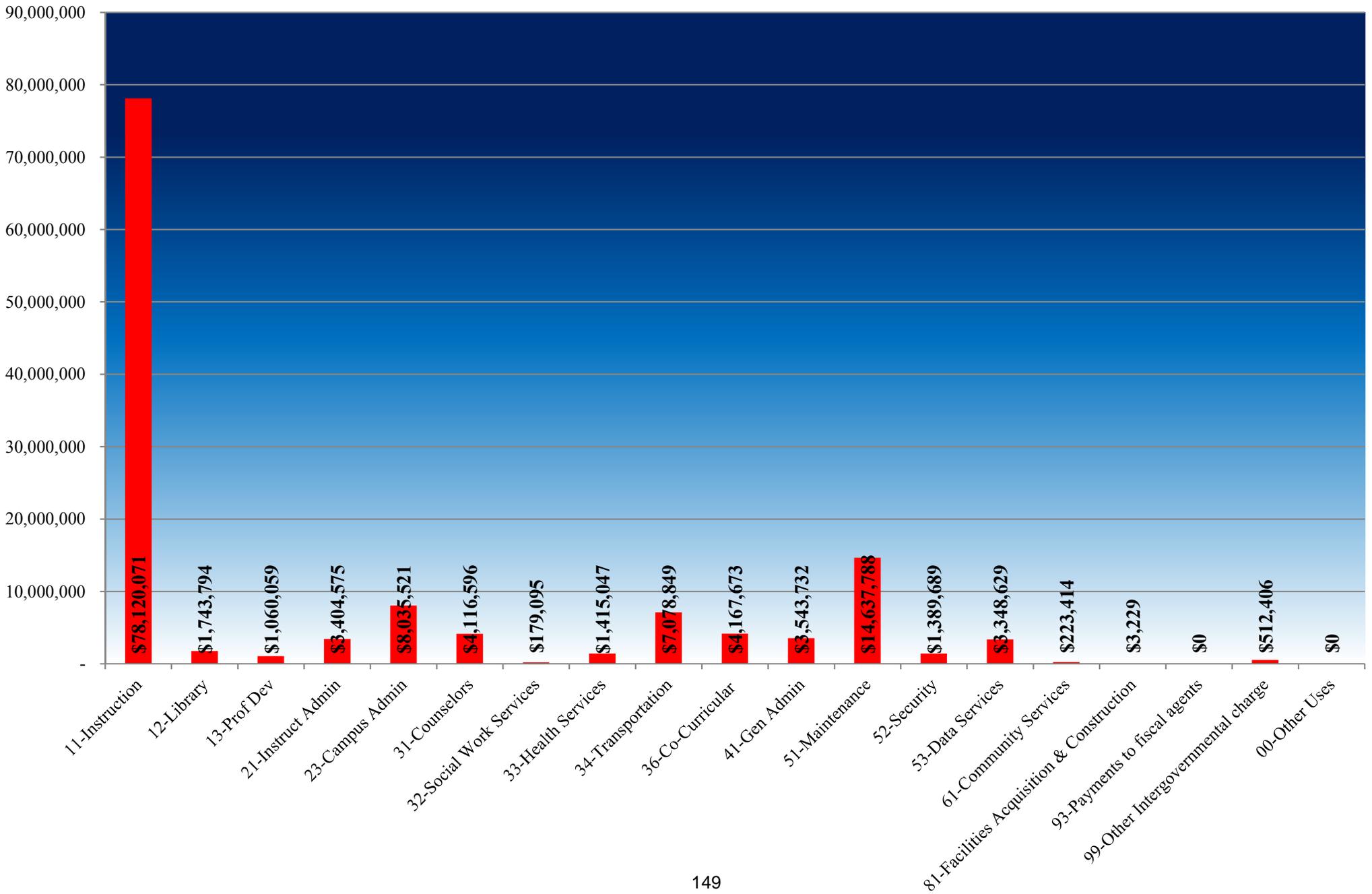
**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - General Fund**  
**for the Month Ending February 28, 2022**  
**(Un-Audited)**

	GENERAL FUND					
	<u>Prior Year</u>			<u>Current Year</u>	<u>Unrealized/</u>	<u>Percentage</u>
	<u>Actual Revenues/ Expenditures</u>	<u>Original Budget</u>	<u>Official Budget</u>	<u>Actual Revenues/ Expenditures</u>	<u>Unexpended Budget</u>	<u>Y-T-D</u>
<b>Revenues:</b>						
Local	\$ 84,935,184.72	\$ 102,840,161	\$ 104,813,359	\$ 97,477,955.33	(7,335,403.67)	93.00%
State	53,010,026.30	95,549,500	95,549,500	50,121,023.13	(45,428,476.87)	52.46%
Federal	283,266.58	2,900,000	2,907,284	404,697.30	(2,502,586.70)	13.92%
Other Sources	12,095.70	-	55,777	75,494.11	19,717.11	135.35%
<b>Total Revenues</b>	<b>\$ 138,240,573.30</b>	<b>\$ 201,289,661</b>	<b>\$ 203,325,920</b>	<b>\$ 148,079,169.87</b>	<b>\$ (55,246,750.13)</b>	<b>72.83%</b>
<b>Expenditures and Other Uses:</b>						
11-Instruction	75,319,278.85	121,273,641	121,519,067	78,120,070.78	43,398,996.22	64.29%
12-Library	1,698,822.57	2,761,977	2,763,769	1,743,794.39	1,019,974.61	63.09%
13-Prof Dev	751,585.25	1,782,392	1,727,459	1,060,058.97	667,400.03	61.37%
21-Instruct Admin	2,964,494.49	4,838,114	4,875,962	3,404,575.32	1,471,386.68	69.82%
23-Campus Admin	7,822,878.78	12,597,004	12,623,033	8,035,521.40	4,587,511.60	63.66%
31-Counselors	4,335,314.20	6,624,986	6,638,371	4,116,596.17	2,521,774.83	62.01%
32-Social Work Services	243,882.44	288,612	288,612	179,094.69	109,517.31	62.05%
33-Health Services	1,383,431.00	2,395,541	2,386,442	1,415,047.16	971,394.84	59.30%
34-Transportation	6,366,697.81	11,117,747	11,150,424	7,078,849.42	4,071,574.58	63.49%
36-Co-Curricular	3,413,047.24	6,342,176	7,310,248	4,167,672.68	3,142,575.32	57.01%
41-Gen Admin	3,282,071.87	5,586,601	5,624,561	3,543,731.80	2,080,829.20	63.00%
51-Maintenance	13,014,987.31	21,120,510	23,571,286	14,637,787.59	8,933,498.41	62.10%
52-Security	769,083.38	2,616,970	2,581,970	1,389,688.85	1,192,281.15	53.82%
53-Data Services	3,220,609.56	5,050,588	5,122,936	3,348,628.70	1,774,307.30	65.37%
61-Community Services	161,990.78	238,624	237,624	223,414.26	14,209.74	94.02%
81-Facilities Acquisition & Construction	299,903.93	-	527,691	3,228.50	524,462.50	0.61%
93-Payments to fiscal agents	-	400,000	400,000	-	400,000.00	0.00%
99-Other Intergovernmental charge	470,235.03	975,000	975,000	512,405.54	462,594.46	52.55%
00-Other Uses	-	-	-	-	-	NA
<b>Total Expenditures and Other Uses</b>	<b>\$ 125,518,314.49</b>	<b>\$ 206,010,483</b>	<b>\$ 210,324,455</b>	<b>\$ 132,980,166.22</b>	<b>\$ 77,344,288.78</b>	<b>63.23%</b>
<b>Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses</b>	<b>\$ 12,722,258.81</b>	<b>\$ (4,720,822)</b>	<b>\$ (6,998,535)</b>	<b>\$ 15,099,003.65</b>		
<b>Fund Balance July 1, 2021 - (Audited)</b>		<b>\$ 71,754,876.89</b>	<b>\$ 71,754,876.89</b>	<b>\$ 71,754,876.89</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$ 67,034,054.89</b>	<b>\$ 64,756,341.89</b>	<b>\$ 86,853,880.54</b>	<b>\$ 22,097,538.65</b>	

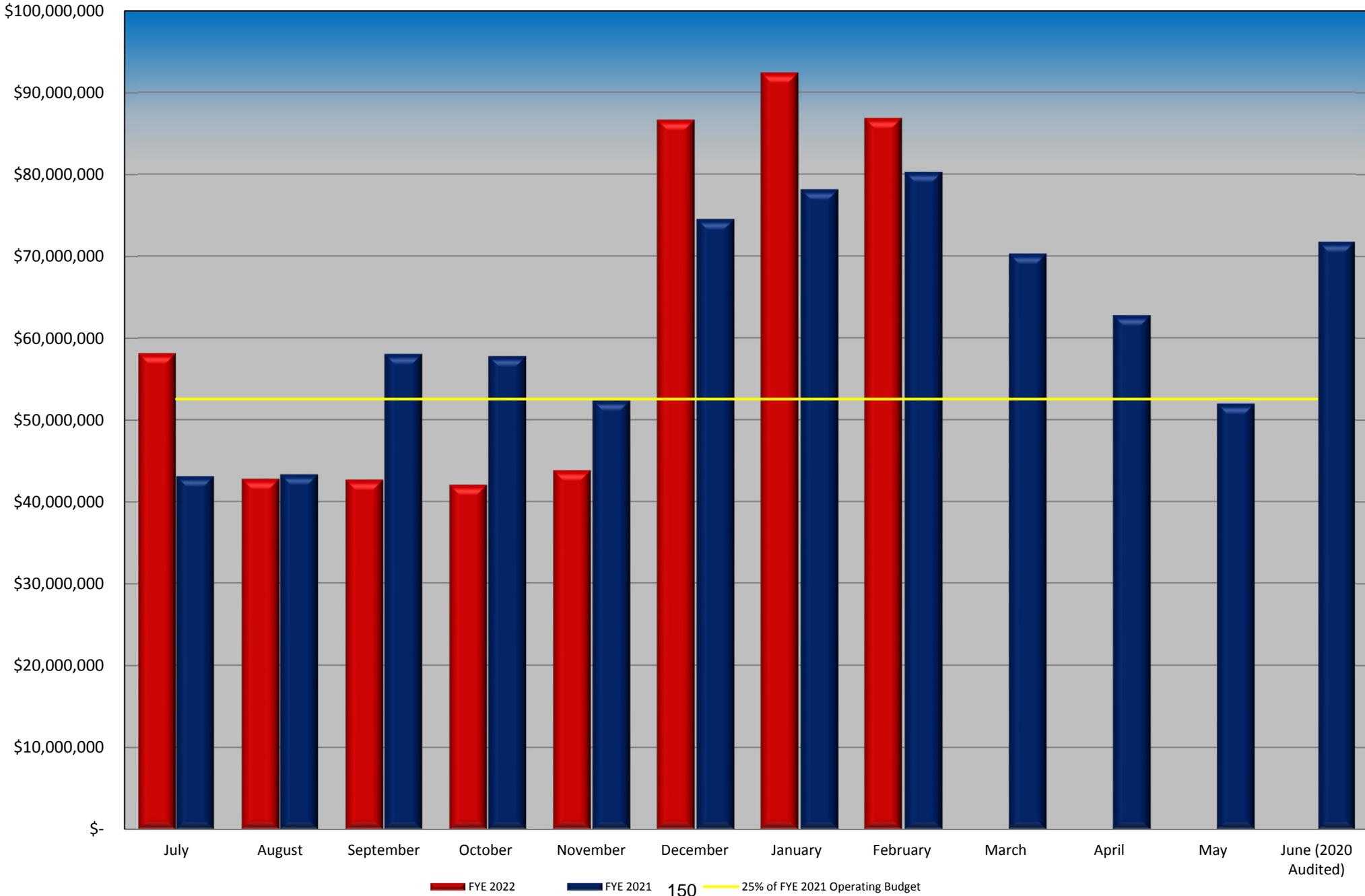
# General Fund Revenues Collected to Date



# 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 February 28, 2022**  
**(Un-Audited)**

	<b>CHILD NUTRITION FUND</b>					
	<u>Prior Year</u>			<u>Current Year</u>	<u>Unrealized/</u>	<u>Percentage</u>
	<u>Actual Revenues/ Expenditures</u>	<u>Original Budget</u>	<u>Official Budget</u>	<u>Actual Revenues/ Expenditures</u>	<u>Unexpended Budget</u>	<u>Y-T-D</u>
<b>Revenues and Other Resources:</b>						
Local	\$ 251,174.52	\$ 3,786,628	\$ 3,786,628	\$ 702,387.03	\$ (3,084,240.97)	18.55%
State	8,124.68	45,000	45,000	23,189.12	(21,810.88)	51.53%
Federal	2,966,751.95	7,545,186	7,545,186	8,199,156.50	653,970.50	108.67%
Other sources	-	-	-	-	-	NA
<b>Total Revenues and Other Resources</b>	<b>\$ 3,226,051.15</b>	<b>\$ 11,376,814</b>	<b>\$ 11,376,814</b>	<b>\$ 8,924,732.65</b>	<b>\$ (2,452,081.35)</b>	<b>78.45%</b>
<b>Expenditures and Other Uses:</b>						
35-6100 Payroll	2,489,334.94	5,194,736	5,194,736	2,703,537.55	2,491,198.45	52.04%
35-6200 Professional and Contracted Services	328,344.23	904,618	904,618	495,046.44	409,571.56	54.72%
35-6341 Food Supplies	1,065,361.64	4,155,089	4,155,089	2,547,877.29	1,607,211.71	61.32%
35-6342 Non-Food Supplies	113,131.92	291,845	291,845	216,049.20	75,795.80	74.03%
35-6344 USDA Commodities	-	471,868	471,868	-	471,868.00	0.00%
35-6349 Miscellaneous Supplies	37,090.99	178,310	178,310	9,975.01	168,334.99	5.59%
35-6300 Supplies & Materials	72,089.08	88,004	88,004	57,009.82	30,994.18	64.78%
35-6400 Food Service Other Operating Expenses	5,171.10	92,344	92,344	6,584.27	85,759.73	7.13%
35-6600 Food Service Capital Expenses	6,993.97	-	-	-	-	NA
<b>Total Expenditures</b>	<b>\$ 4,117,517.87</b>	<b>\$ 11,376,814</b>	<b>\$ 11,376,814</b>	<b>\$ 6,036,079.58</b>	<b>\$ 5,340,734.42</b>	<b>53.06%</b>
<b>Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses</b>	<b>\$ (891,466.72)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,888,653.07</b>		
<b>Fund Balance July 1, 2021 - <u>(Audited)</u></b>		<b>2,870,053.73</b>	<b>2,870,053.73</b>	<b>2,870,053.73</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$ 2,870,053.73</b>	<b>\$ 2,870,053.73</b>	<b>\$ 5,758,706.80</b>	<b>\$ 2,888,653.07</b>	

**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Debt Service Fund**  
**for the Month Ending February 28, 2022**  
**(Un-Audited)**

DEBT SERVICE FUND						
	<u>Prior Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<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>						
<b>Local Revenue</b>						
Taxes, Current Year Levy	38,370,285.75	\$ 56,782,902	\$ 56,782,902	53,329,323.84	\$ (3,453,578.16)	93.92%
Taxes, Prior Year	270,319.64	350,000	350,000	357,303.41	7,303.41	102.09%
Penalties, Interest and Other Tax Revenues	63,215.97	225,000	225,000	111,711.43	(113,288.57)	49.65%
Earnings from Investments	10,685.35	-	-	5,912.88	5,912.88	NA
Miscellaneous Revenue	61,884.45	-	-	6,970.25	6,970.25	NA
<b>Local Revenue</b>	<b>\$ 38,776,391.16</b>	<b>\$ 57,357,902</b>	<b>\$ 57,357,902</b>	<b>\$ 53,811,221.81</b>	<b>\$ (3,546,680.19)</b>	<b>93.82%</b>
<b>State Revenue</b>						
Additional State Aid for Homestead Exemption	613,352.00	-	-	601,710.00	601,710.00	NA
<b>State Revenue</b>	<b>\$ 613,352.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 601,710.00</b>	<b>\$ 601,710.00</b>	<b>NA</b>
<b>Other Sources</b>						
Operating Transfer In	1,102,939.67	-	-	-	-	NA
<b>Other Sources</b>	<b>\$ 1,102,939.67</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>NA</b>
<b>Total Revenue</b>	<b>\$ 40,492,682.83</b>	<b>\$ 57,357,902.00</b>	<b>\$ 57,357,902.00</b>	<b>\$ 54,412,931.81</b>	<b>\$ (2,944,970.19)</b>	<b>94.87%</b>
<b>Expenditures:</b>						
71-6511 Bond Principal	18,368,781.24	38,303,562	38,303,562	34,875,000.00	3,428,562.00	91.05%
71-6521 Interest on Bonds	9,699,676.63	19,019,340	19,019,340	18,942,149.74	77,190.26	99.59%
71-6599 Other Debt Service Fees	25,541.00	35,000	35,000	20,469.00	14,531.00	58.48%
<b>Total Expenditures</b>	<b>\$ 28,093,998.87</b>	<b>\$ 57,357,902</b>	<b>\$ 57,357,902</b>	<b>\$ 53,837,618.74</b>	<b>\$ 3,520,283.26</b>	<b>93.86%</b>
<b>Excess of Revenues</b>						
<b>Over (Under) Expenditures</b>	<b>\$ 12,398,683.96</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 575,313.07</b>		
<b>Fund Balance July 1, 2021 - (Audited)</b>		<b>\$ 29,506,217.01</b>	<b>\$ 29,506,217.01</b>	<b>\$ 29,506,217.01</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$ 29,506,217.01</b>	<b>\$ 29,506,217.01</b>	<b>\$ 30,081,530.08</b>	<b>\$ 575,313.07</b>	

**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Capital Project Funds**  
**for the Month Ending February 28, 2022**  
**(Un-Audited)**

	<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>2021</u> <u>Capital Projects</u> <u>Program</u>	<u>2021 - 2022</u> <u>Capital Projects</u> <u>Total Revenues/</u> <u>Expenses</u>
<b><i>Revenues and Other Resources:</i></b>					
Local	\$ 128.97	\$ 238.74	\$ 4,851.15	\$ 46,449.72	\$ 51,668.58
State	-	-	-	-	-
Other sources	-	-	-	125,000,000.00	125,000,000.00
<b>Total Revenues and Other Resources</b>	<b>\$ 128.97</b>	<b>\$ 238.74</b>	<b>\$ 4,851.15</b>	<b>\$ 125,046,449.72</b>	<b>\$ 125,051,668.58</b>
<b><i>Expenditures and Other Uses:</i></b>					
6100 Payroll	-	-	-	-	-
6200 Professional and Contracted Services	-	-	11,636.90	-	11,636.90
6300 Supplies and Materials	-	-	328,269.72	3,494.18	331,763.90
6400 Other Operating Expenses	-	-	-	600.00	600.00
6600 Capital Outlay	-	445,666.25	6,126,760.93	33,645,140.40	40,217,567.58
8000-Other Uses	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 445,666.25</b>	<b>\$ 6,466,667.55</b>	<b>\$ 33,649,234.58</b>	<b>\$ 40,561,568.38</b>
<b>Excess of Revenues and Other Resources</b> <b>Over (Under) Expenditures and Other Uses</b>	<b>\$ 128.97</b>	<b>\$ (445,427.51)</b>	<b>\$ (6,461,816.40)</b>	<b>\$ 91,397,215.14</b>	<b>\$ 84,490,100.20</b>
<b>Fund Balance July 1, 2021 - (<u>Audited</u>)</b>	<b>\$ 200,058.73</b>	<b>\$ 445,427.51</b>	<b>\$ 16,923,734.81</b>	<b>\$ (4,975,881.81)</b>	<b>\$ 12,593,339.24</b>
<b>Fund Balance Ending - Monthly Reporting Period</b>	<b>\$ 200,187.70</b>	<b>\$ -</b>	<b>\$ 10,461,918.41</b>	<b>\$ 86,421,333.33</b>	<b>\$ 97,083,439.44</b>

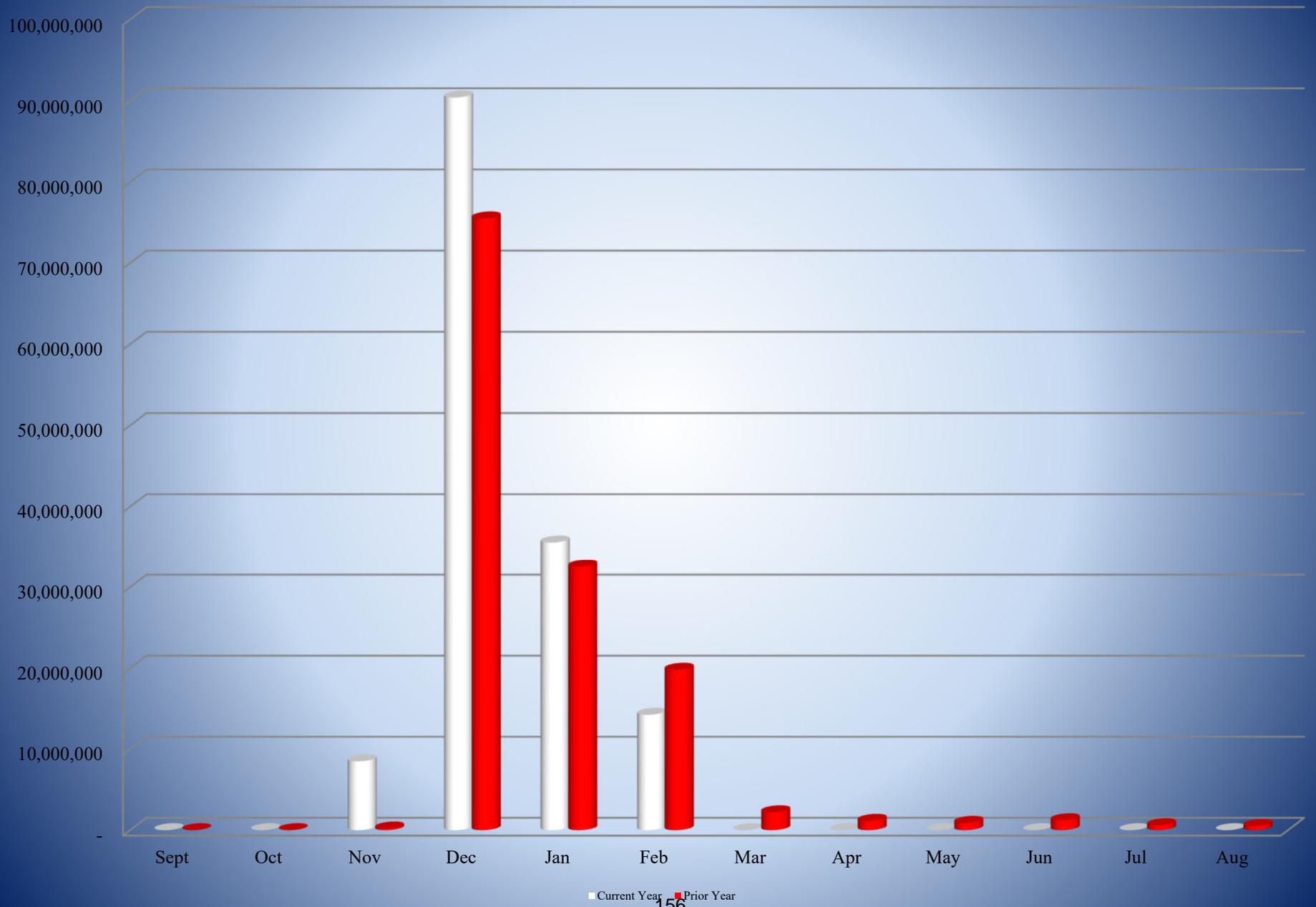
**Hays Consolidated Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds (Grants)**  
**for the Month Ending February 28, 2022**  
**(Un-Audited)**

	<b>SPECIAL REVENUE FUNDS</b>					
	<u>Prior Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<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	\$ 19,250.00	\$ 1,000	\$ 263,855	\$ 73,096.66	\$ (190,758.34)	27.70%
State	1,205,848.64	1,678,535	5,132,949	1,311,180.14	(3,821,768.86)	25.54%
Federal	4,327,266.73	23,771,185	25,689,841	11,890,223.34	(13,799,617.66)	46.28%
<b>Total Revenues</b>	<b>\$ 5,552,365.37</b>	<b>\$ 25,450,720</b>	<b>\$ 31,086,645</b>	<b>\$ 13,274,500.14</b>	<b>\$ (17,812,144.86)</b>	<b>42.70%</b>
<b>Expenditures:</b>						
6100 Payroll	4,419,298.47	24,330,588	20,230,051	5,751,391.21	14,478,659.79	28.43%
6200 Professional and Contracted Services	358,936.18	430,400	1,967,134	432,015.06	1,535,118.94	21.96%
6300 Supplies and Materials	1,308,119.74	648,732	7,370,316	6,167,322.96	1,202,993.04	83.68%
6400 Other Operating Expenses	37,357.42	41,000	726,709	167,387.39	559,321.61	23.03%
6600 Capital Outlay	73,524.50	-	792,435	756,383.52	36,051.48	95.45%
<b>Total Expenditures</b>	<b>\$ 6,197,236.31</b>	<b>\$ 25,450,720</b>	<b>\$ 31,086,645</b>	<b>\$ 13,274,500.14</b>	<b>\$ 17,812,144.86</b>	<b>42.70%</b>
<b>Excess of Revenues</b>						
<b>Over (Under) Expenditures</b>	<b>\$ (644,870.94)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Fund Balance July 1, 2021 - (<u>Audited</u>)</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

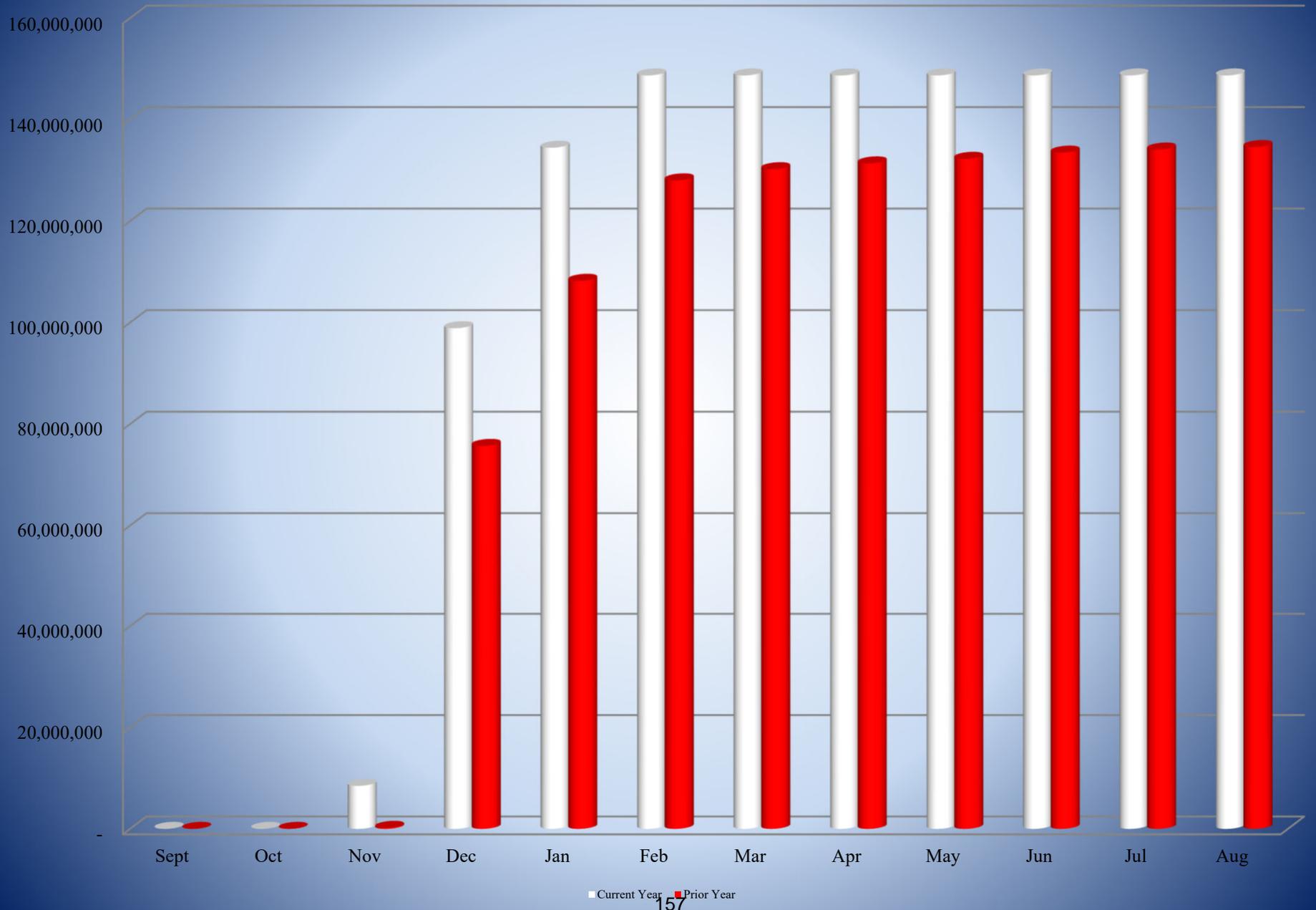
**Hays Consolidated Independent School District**  
**Monthly Tax Collection Report**  
**for the Month Ending February 28, 2022**

	<b>Prior Year 2020 - 2021</b>				<b>Current Year 2021 - 2022</b>			
	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>	<u>% of Levy</u>	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>	<u>% of Levy</u>
<b><u>Current Month Tax Collections:</u></b>								
5711 Taxes-Current Year Tax Levy	\$ 12,779,342.44	\$ 7,013,127.13	\$ 19,792,469.57	14.59%	\$ 9,135,057.67	\$ 5,107,449.84	\$ 14,242,507.51	9.22%
5712 Taxes-Delinquent Collections	\$ 93,097.30	\$ 45,732.38	\$ 138,829.68		\$ 72,105.01	\$ 36,879.94	\$ 108,984.95	
5719 Penalties and Interest	\$ 56,480.09	\$ 29,934.90	\$ 86,414.99		\$ 86,306.33	\$ 47,364.36	\$ 133,670.69	
<b>Total Current Month Collections</b>	<b>\$ 12,928,919.83</b>	<b>\$ 7,088,794.41</b>	<b>\$ 20,017,714.24</b>		<b>\$ 9,293,469.01</b>	<b>\$ 5,191,694.14</b>	<b>\$ 14,485,163.15</b>	
<b><u>Fiscal Year to Date Collections:</u></b>								
5711 Taxes-Current Year Tax Levy	\$ 82,638,582.24	\$ 45,383,412.88	\$ 128,021,995.12	94.40%	\$ 95,369,048.55	\$ 53,329,323.84	\$ 148,698,372.39	96.25%
5712 Taxes-Delinquent Collections	\$ 645,080.94	\$ 316,052.02	\$ 961,132.96		\$ 691,164.18	\$ 357,303.41	\$ 1,048,467.59	
5719 Penalties and Interest	\$ 187,629.70	\$ 93,150.87	\$ 280,780.57		\$ 213,282.18	\$ 111,711.43	\$ 324,993.61	
<b>Total Revenue Collected</b>	<b>\$ 83,471,292.88</b>	<b>\$ 45,792,615.77</b>	<b>\$ 129,263,908.65</b>		<b>\$ 96,273,494.91</b>	<b>\$ 53,798,338.68</b>	<b>\$ 150,071,833.59</b>	
<b>Total Budgeted Tax Revenue (Current, Delinquent, Penalty &amp; Interest)</b>	<b>\$ 86,187,397.00</b>	<b>\$ 43,715,670.00</b>	<b>\$ 129,903,067.00</b>		<b>\$ 100,750,161.00</b>	<b>\$ 57,357,902.00</b>	<b>\$ 158,108,063.00</b>	
<b>Percentage of Budget Collected</b>	<b>96.85%</b>	<b>104.75%</b>	<b>99.51%</b>		<b>95.56%</b>	<b>93.79%</b>	<b>94.92%</b>	

# Month to Date Tax Collections Current Levy



# Year to Date Tax Collections Current Levy



# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 28, 2022

Subject: Update on construction and renovation projects in the district

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 – CV(LOCAL)

Law or Rule

N/A

**C. Summary:**

Previous board action relating to this item -

Future action anticipated – As needed

Background information - The board needs to monitor the progress of the bond projects and other construction projects to ensure the contract with the community is fulfilled.

**D. Comments Received:**

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

All agenda items are reviewed by Superintendent's Cabinet.

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

**F. Fiscal Impact and Cost: Amount: 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. At, or close to the beginning of each school year, this agenda content calendar, including references to impacted policies and performance goals, will be presented to the Board at an agenda workshop meeting for Board review.
  - 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, or a member of the Superintendent's Cabinet, with a copy to the Administrative Assistant 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
    - > 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 and Board will develop a Board calendar that will include regular and workshop meeting dates of the Board of Trustees and the Board shall vote on the calendar annually.

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

## Conducting Board Meetings

### ▶ Quorum

- Attendance at Meetings - Whenever a Board Member will be late to, or absent from, a meeting or workshop, the Board Member must notify the Board President and the Superintendent's Secretary of the absence or the anticipated time of arrival to the meeting or workshop.
- 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 may be complete and in sufficient detail as to determine appropriateness of the topic prior to addressing the Board. Comments on posted agenda items may be taken first. Comments on non-agenda items may 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, for Small Boards and Committees, 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.
    - Whenever possible, board members are strongly encouraged to state reason why they are abstaining or voting no on an item.

- ▶ 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 or attend such committees, except the Board and Superintendent Student Advisory Panel, 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 – Presides as chair over meetings.

2. A vice president, who shall be a member of the Board – Fills in as chair if President unable to attend or chair meeting
3. A secretary, who may or may not be a member of the Board – Records requests for information from trustees.
4. 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 in conjunction with the adoption of the Board and Superintendent Goals.
- ▶ Three formative evaluations may be conducted annually in closed sessions at the Board Agenda Workshops. The suggested dates of these evaluations are the Agenda Workshops in February, August and November, or as close to those months as possible. 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 as required by law.

- ▶ The evaluation and team building process may include:
  - Board operating procedures
  - Board Member training
  - Social Contract
  - Conflict resolution
  - Working relationships with the Superintendent
  - 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 Chief Communication 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.

## **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.

## **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. At a minimum, 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 (with the exception of the 2021 TASA/TASB Convention). All costs for additional training will be the responsibility of the individual Board Member, unless otherwise agreed to by the Board

- ▶ Board memberships to any and all associations shall be brought to the Board for discussion and approval.