

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 Monday, June 20, 2022 beginning at 5:30 PM at the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

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

The subjects to be discussed, considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- A. CALL TO ORDER: Establish a quorum
- B. CLOSED SESSION
 - 1. Consultation with legal counsel regarding grievance appeal process under Board Policy DGBA and related subject matters, pursuant to Tx. Gov't Code Section 551.071
 - 2. Deliberation regarding Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters Tx. Gov't Code Section 551.071.
- C. RECONVENE IN OPEN 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. PUBLIC HEARING 7
 - Discuss Budget and Proposed Tax Rate
- H. SUPERINTENDENT REPORT 8
 - Dr. Eric Wright
- I. PUBLIC FORUM 9
 - 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.

Please be aware that the audio and video 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.

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

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June 28, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 6:00pm
Official Board of Trustees information may be obtained at www.hayscisd.net

R. ADJOURN

This notice was posted in compliance with the Texas Open Meetings act on: June 16, 2022 at 5:30 pm

Exceptions for Closed Meetings

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

Attorney Consultation

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

Real Property

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

Prospective Gift

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

Personnel Matters

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

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

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

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

Personally Identifiable Student Information

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

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

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

Gov't Code 551.0821

Medical or Psychiatric Records

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

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

Gov't Code 551.0785

Security

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

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

Gov't Code 551.076

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

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

Gov't Code 551.089

Assessment Instruments

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

Emergency Management

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

Economic Development Negotiations

A board is not required to conduct an open meeting:

1. To discuss or deliberate regarding commercial or financial information that the board has received from a business prospect that the board seeks to have locate, stay, or expand in or near a district and with which the board is conducting economic development negotiations; or
2. To deliberate the offer of a financial or other incentive to such a business prospect.

Procedures for Closed Meetings

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

Vote or Final Action

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

Certified Agenda or Recording

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

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

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

Preservation

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

Public Access

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

Prohibitions

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

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

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

Affirmative Defense

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

DATE ISSUED: 11/16/2017

UPDATE 109

BEC(LEGAL)-P

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

Date: June 27, 2022

Subject: A public hearing will be held on the budget for the 2022-2023 School Year for the purpose of gathering community input

Administrator Responsible/Position: Randy Rau, Chief Financial Officer

A. Purpose of Agenda Item:

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

B. Authority for This Action

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

C. Goal or Need Addressed:

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

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

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

Date: June 20, 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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 20, 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 and video of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.

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

Date: June 20, 2022

Subject: Review of Public Safety and Security Protocols and Procedures

Administrator Responsible/Position: Jeri Skrocki, Director of Safety and Security

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 safety and security.

D. Administrative Recommendation:

N/A – Information only

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

Date: June 20, 2022

Subject: Student Achievement Report – End of Year (EOY) mClass and PK Readiness Results

Administrator Responsible/Position: Kevin Malandrucolo, Director of Assessment, Debbie Brown, Director of Academic Support Services, 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 brief overview of the mCLASS results along with an action plan to address the end of year math and literacy results.

D. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information – The district administers a universal screener (mCLASS) at the beginning, middle and end of year of all elementary students to determine math and literacy levels. A Pre-Kindergarten(PK) readiness test is also administered to determine readiness levels of our PK students at the beginning and the end of the year.

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other – Director of Academic Support Services

F. Administrative Recommendation:

Advantages/benefits of this proposal -

Expected results in terms of student benefit/achievement – Promote early literacy and math data to inform instruction.

Possible problems or disadvantages of this proposal -

Affect of this action on other parts of the system -

Consequences of not approving recommendation –

G. Monitoring and Reporting TimeLine:

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

Evaluation method and time line – mCLASS and PK readiness assessment results are monitored throughout the year by campus and teacher.

Next report to the board – Upon request

H. Suggested Motion:

N/A – Information Only

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 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 May 16, 2022 Special Meeting, May 16, 2022 and May 23, 2022

Regular 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 May 16, 2022 Special Meeting, May 16, 2022 and May 23, 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 May 16, 2022 Special Meeting, May 16, 2022 and May 23, 2022 meetings as presented.

Minutes of Special Meeting - Canvassing May 16, 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 the meeting is accessible at www.hayscisd.net for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, May 16, 2022, beginning at 5:00pm 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 5:01 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Merideth Keller, Vanessa Petrea, Will McManus, Raul Vela and Courtney Runkle were present.

PUBLIC FORUM

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

CANVASSING ELECTION RESULTS

Canvassing and Certification of the May 7, 2022 Trustee Election Results for Hays CISD Single-Member-District 4 and Single-Member-District 5

Tim Savoy reviewed the canvassing information with the board members regarding the May 7, 2022 Trustee Election Results for Hays CISD Single-Member-District 4 and Single-Member-District 5. Mrs. Keller moved and Mr. Vela seconded the motion that the Board accept the prepared tabulation showing the total number of early voting and election day votes received in each precinct, the sum of the precinct totals, and the total number of voters who cast a ballot for each candidate. And further directed the secretary to note in the minutes of this meeting that the Board has completed the canvassing of the May 7, 2022 trustee election results for Hays CISD Single-Member-District 4 and Single-Member-District 5 and to enter the tabulation directly into the local election register maintained by the district. The motion passed with a 7-0 vote.

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

Tim Savoy reviewed the canvassing information with the Board members regarding the May 7, 2022 School Building Bond Election. Mr. McManus moved and Mrs. Runkle seconded the motion that the Board adopt the Order Canvassing Returns and Declare Results of School Building Bond Election. The motion passed with a 7-0 vote.

ADJOURN

No further business was conducted and the meeting adjourned at 5:09 PM.

Minutes of Regular Meeting May 16, 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 the meeting is accessible at 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 on Monday, May 16, 2022, beginning at 5:34pm 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 5:34 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Merideth Keller, Vanessa Petrea, Will McManus, Raul Vela and Courtney Runkle were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:41 pm to consult with legal counsel regarding teacher contract termination and related subject matters as permitted by law, pursuant to Tx. Gov't Code Section 551.071 and 551.074. The Board also deliberated regarding Board reorganization, and matters related to the duties and responsibilities of Board officers and Trustees – Tx. Gov't Code 551.074.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:24 PM. Mrs. Runkle left the meeting for a short period of time to attend her son's awards ceremony at Johnson High School.

REORGANIZE BOARD

Discuss and take possible action to reorganize the Board and select officers
Board Policy BDAA addresses the election of board officers. Vanessa Petrea presided over the reorganization process.

Esperanza Orosco nominated Vanessa Petrea for the position of Board President. Mrs. Petrea accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mr. Vela, Mr. Severance, Dr. Perez- Gonzales and Mrs. Petrea voted yes for Vanessa Petrea. Courtney Runkle was absent. The vote for Vanessa Petrea for board president was 6-0. Mrs. Petrea was elected Board President.

Will McManus nominated Raul Vela for the position of Board Vice President. Mr. Vela accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mr. Vela, Mrs. Petrea, Dr. Perez-Gonzales and Mr. Severance voted yes for Raul Vela. Courtney Runkle was absent. The vote for Raul Vela for board vice president was 6-0. Mr. Vela was elected Board Vice President.

Dr. Perez-Gonzalez nominated Esperanza Orosco for the position of Board Secretary. Mrs. Orosco accepted the nomination. No other nominations were made. Mr. McManus, Mrs. Orosco, Mr. Vela, Mrs. Petrea, Dr. Perez-Gonzalez and Mrs. Orosco voted yes for Esperanza Orosco. Courtney Runkle was absent. The vote for Esperanza Orosco for board secretary was 6-0. Mrs. Orosco was elected Board Secretary.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

SUPERINTENDENT REPORT

Dr. Eric Wright shared information regarding preliminary EOC scores, athletic team advancements, graduation location and tuition-based PreK enrollment information.

PUBLIC FORUM

Four members of the public addressed the Board during the public forum portion of the meeting. Items addressed were Transportation Leadership Committee (TLC) participation, congratulations to newly appointed Board members, gratitude for the recently-approved 7% pay increase, excitement for the passed building bond and thanks to Max Cleaver and Dr. Fernando Medina for their involvement and concern regarding previously expressed dissatisfaction at the Transportation department.

STUDENT ACHIEVEMENT REPORT

Jennifer Welma, Alicia Hartman and Gabriel Barrios gave a presentation regarding Special Olympics Unified Champions School. The group shared information about upcoming events and opportunities for volunteerism. Mr. Vela inquired about what would be needed for funding. Ms. Welma stated that there is a great need for campus-level sponsors and for a stipend for such events to be established. A request for uniform funding and fundraising possibilities. Ms. Welma provided information regarding volunteer opportunities and indicated that a community share-out would be helpful to promote these activities. Mr. McManus thanked the group for their presentation. Mrs. Petrea indicated that while the stipend is not on the list but will ask to look at supporting with existing funds.

CONSENT AGENDA – FOR ACTION ON MAY 23, 2022

Board Meeting Minutes

Budget Amendments

Procurements

a. JM Electronic Engineering

b. Hill Country Outdoor Power

Max Cleaver answered questions from Mr. McManus, Mrs. Severance and Mrs. Petrea regarding lawn equipment.

c. Soil Express

d. Riddell All American

e. Health & PE Adoption (K-5)

f. Health & PE Adoption (6-12)

g. McGraw Hill Open Court Workbooks and Teacher Kits, K-2 Classrooms

Derek McDaniel answered questions from Mrs. Orosco

h. Textbook Warehouse – Consumable Textbooks

Derek McDaniel and Travis Smith answered questions from Mrs. Orosco and Mrs. Petrea.

i. NWEA MAP Growth (4-8 Math Screener)

Mr. Severance asked questions regarding surveys and end-user feedback for choosing this program.

j. Amplify Reading Screener

k. Amplify Education Software

l. Reading Plus

Derek McDaniel and Sami Kinsey answered questions from Mr. Severance and Mrs. Orosco.

m. Learning A-Z (RAZ Plus / RAZ Kids)

Mrs. Orosco asked questions regarding current use of this product and if it was being/to be offered at all elementary campuses.

n. DreamBox Learning

o. Frontline Education (Success Ed)

p. Schoology

q. STEMscopes

r. Solution Tree

Derek McDaniel answered questions from Mr. Severance.

Contracts/MOUs

a. Star Autism Support

- b. Orientation – Food Service Management Contract – Southwest Foods
 - c. Annual Financial Audit Services – Pattillo, Brown & Hill, LLP
 - d. Amendment to the K-12 Insight Contract for Surveys and Data Workshop
Mr. Savoy answered questions from Mr. McManus to support this item.
- Optional Flexible School Day Program

ACTION ITEMS

Consideration and possible action, if any, resulting from closed session. There were no actions from closed session needed for this meeting.

ACTION ITEMS

Consideration and possible approval of early release of new allocations, reclassifications, stipends, bus driver and substitute pay to be included in the 2022-2023 compensation plan.

Mrs. Petrea requested to pull this item for later review. Mrs. Petrea requested job descriptions for new positions. Mrs. Orosco requested a split of the transmittal.

Consideration and possible approval of the schematic design for the 2021 Bond improvements at Live Oak Academy, designed by O'Connell Robertson Architects.

Mr. Cleaver clarified concerns with cost included in the supporting documents provided to the Board in dais folders. Mr. Cleaver will provide a bond look-ahead document in Board Blog. A brief conversation of support ensued.

Consideration and possible approval of the schematic design for the 2021 Bond improvements to Wallace Middle School, designed by O'Connell Robertson Architects.

Mr. Cleaver answered questions regarding deficit.

Consideration and possible approval of two BGP MicroTik Routers from Integration Partners as part of the 2021 Bond

There were no questions regarding this item.

Consideration and possible approval of purchase of Agile minds Intensified Algebra I course for Tier 2 and Tier 3 Intervention at Lehman High School

Derek McDaniel answered multiple questions from the Board regarding the rationale, process and implementation of this program at Lehman High School. Ms. Runkle returned to the meeting at 7:55pm.

Consideration and possible adoption of Local Policy Revision – FDB (LOCAL) (Admissions: Intradistrict Transfers and Classroom Assignments)

There were no questions regarding this item.

INFORMATION ITEMS

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

Mr. Rau responded to the Board's request for an updated Budget Calendar Timeline document.

Financial Statements

There were no questions regarding this item.

Quarterly Investment Report

There were no questions regarding this item.

2021 Bond: Schematic Design for Elementary School 16 (Negley Relief School)

Mr. Cleaver responded to questions on documents to support this item provided to the Board in their dais folders.

Update on construction and renovation projects in the district

Mr. Cleaver provided the Board with information including an estimated move-in date for Sunfield, Dahlstrom MS, McCormick MS, Barton MS, Elm Grove ES and Negley ES. The Board expressed a desire for site tours of facilities soon.

Report on the Continuing Education Requirements for Board Members under Senate Bill 1566

Mrs. Petrea reports that all members are in good standing for their education requirements.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

There were no requests for information.

ADJOURN

No further business was conducted and the meeting adjourned at 8:23 PM.

Minutes of Regular Meeting May 23, 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 the meeting is accessible at www.hayscisd.net for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, May 23, 2022, beginning at 5:30pm 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 5:32 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Merideth Keller, Vanessa Petrea, Raul Vela and Courtney Runkle were present. Will McManus was absent.

CLOSED SESSION

The Board adjourned to Closed Session at 5:39 pm to consult with legal counsel regarding teacher contract termination and related subject matters as permitted by law, pursuant to Tx. Gov't Code Section 551.071 and 551.074. The Board heard an after-action report on the fire at Johnson High School – Tx Gov't Code 551-076.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:41 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

SUPERINTENDENT REPORT

Dr. Eric Wright shared information regarding EOC scores; will share update when complete. Johnson HS Baseball Playoffs advancing to Regional Semi-Finals on Thursday, May 26th and Friday, May 27th. Dr. Wright mentioned that preparations are in place for the end of the school year.

PUBLIC FORUM

Ten members of the public addressed the Board during the public forum portion of the meeting. Items addressed were in support of a full-time Color Guard Teacher, appreciation for Ally Martinez, Paraprofessional at Live Oak Academy and Color Guard Director for Hays High School.

CAMPUS RECOGNITION – Barton Middle School

Aaron Loyd, Principal of Barton Middle School led a presentation accompanied by Yvonne Delgado, Instructional Coach at Barton Middle School. Board members congratulated Mr. Loyd on the presentation. Mr. Loyd answered questions from Board members.

INFORMATION ITEM

Update on Shelton Stadium Scoreboard Installation and Press Box Construction

Lance Moffett, Director of Athletics, addressed the Board regarding this item. Mr. Moffett provided a construction timeline and answered questions from Board members.

STUDENT ACHIEVEMENT REPORT – MAY 16, 2022
Special Olympics Unified Champions School

CONSENT AGENDA

Board Meeting Minutes

Budget Amendments

Procurements

- a. JM Electronic Engineering
- b. Hill Country Outdoor Power
- c. Soil Express
- d. Riddell All American
- e. Health & PE Adoption (K-5)
- f. Health & PE Adoption (6-12)
- g. McGraw Hill Open Court Workbooks and Teacher Kits, K-2 Classrooms
- h. Textbook Warehouse – Consumable Textbooks

This item was pulled from the agenda at the request of Mrs. Orosco, to be moved to June 2022 for consideration and possible approval.

- i. NWEA MAP Growth (4-8 Math Screener)
- j. Amplify Reading Screener
- k. Amplify Education Software
- l. Reading Plus

Derek McDaniel answered questions from the Board regarding this item.

- m. Learning A-Z (RAZ Plus / RAZ Kids)
- n. DreamBox Learning
- o. Frontline Education (Success Ed)
- p. Schoology
- q. STEMscopes
- r. Solution Tree

Contracts/MOUs

- a. Star Autism Support
- b. Orientation – Food Service Management Contract – Southwest Foods
- c. Annual Financial Audit Services – Pattillo, Brown & Hill, LLP
- d. Amendment to the K-12 Insight Contract for Surveys and Data Workshop

Mr. Savoy answered questions from Mr. McManus to support this item.

Optional Flexible School Day Program

Raul Vela moved and Courtney Runkle seconded the motion that the Board approve the consent agenda items, with the exception of Textbook Warehouse – Consumable Textbooks as presented. The motion passed with a vote of 6-0.

ACTION ITEMS

Consideration and possible approval of early release of budget neutral positions/items to be included in the 2022-2023 compensation plan.

Dr. Fernando Medina answered many questions regarding this item. Mrs. Runkle moved and Dr. Perez-Gonzalez seconded the motion that the Board of Trustees approve the early release of budget neutral positions/items to be included in the 2022-2023 compensation plan as presented. The motion passed with a vote of 6-0

Consideration and possible approval of early release of new allocations and stipend to be included in the 2022-2023 compensation plan.

Dr. Fernando Medina answered many questions regarding this item. A lengthy discussion ensued. Mrs. Orosco moved that the Board of Trustees approve the early release of new allocations and stipend for Curriculum & Instruction to be included in the 2022-2023 compensation plan as presented.

Mrs. Runkle seconded the motion. Mr. Vela moved to amend the motion to include the two M&O items on the transmittal for the addition of one Security Monitor-District and the reclassification of the Security Monitor – District from AU3 to AU4. Mrs. Runkle seconded the amendment to the motion. Further discussion by Mrs. Orosco. The amended motion passed with a vote of 5-0. Returning to the original motion, Mrs. Orosco moved that the Board of Trustees approve the Curriculum & Instruction items as presented on page 91 of the agenda and also add the Security Monitor-District at the bottom of page 92 and the Security Monitor-District from AU3 to AU4 as presented. No further discussion was had. The motion carried with a vote of 6-0.

Consideration and possible approval of early release of stipends and substitute pay to be included in the 2022-2023 compensation plan

Mrs. Orosco moved and Dr. Perez-Gonzalez seconded the motion that the Board of Trustees approve the early release of stipends and substitute pay to be included in the 2022-2023 compensation plan as presented. The motion passed with a vote of 6-0

Consideration and possible approval of an increase to the starting pay rate for bus drivers from \$17.35 to \$20.00 per hour.

Raul Vela moved and Courtney Runkle seconded the motion that the Board of Trustees approve an increase to the starting rate of pay for bus drivers from \$17.35 to \$20.00 per hour as presented. The motion passed with a vote of 6-0.

Consideration and possible approval of the schematic design for the 2021 Bond improvements at Live Oak Academy, designed by O'Connell Robertson Architects.

Mrs. Runkle moved and Mr. Severance seconded the motion that the Board approve the schematic design for the 2021 Bond improvements at Live Oak Academy, designed by O'Connell Robertson Architects, as presented. The motion passed with a vote of 6-0.

Consideration and possible approval of the schematic design for the 2021 Bond improvements to Wallace Middle School, designed by O'Connell Robertson Architects.

Mrs. Runkle moved and Mrs. Orosco seconded the motion that the Board approve the schematic design for the 2021 Bond improvements to Wallace Middle School, designed by O'Connell Robertson Architects, as presented. The motion passed with a vote of 6-0.

Consideration and possible approval of two BGP MicroTik Routers from Integration Partners as part of the 2021 Bond

Mrs. Runkle moved and Mr. Vela seconded the motion that the Board approve the use of 2021 Bond funds to purchase two BGP MicroTik Routers from Integration Partners in the amount of \$57,076 as presented. The motion passed with a vote of 6-0.

Consideration and possible approval of purchase of Agile minds Intensified Algebra I course for Tier 2 and Tier 3 Intervention at Lehman High School

Mr. Vela moved and Mrs. Runkle seconded the motion that the Board approve the purchase of Agile Minds Intensified Algebra I course for the amount of \$77,994 as presented. The motion passed with a vote of 6-0.

Consideration and possible adoption of Local Policy Revision – FDB (LOCAL) (Admissions: Intradistrict Transfers and Classroom Assignments)

Mrs. Orosco moved and Mrs. Runkle seconded the motion that the Board adopt Local Policy Revision FDB (LOCAL) – Admissions: Intradistrict Transfers and Classroom Assignments, as presented. The motion passed with a vote of 6-0.

INFORMATION ITEMS

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

Randy Rau, Chief Financial Officer, answered questions from Mrs. Orosco regarding the timeline of information relating to the Budget Workshop. Dr. Eric Wright offered the opportunity for Board members to approach Mr. Rau with individual questions at next week's graduation ceremonies.

Financial Statements

There were no questions regarding this item.

Quarterly Investment Report

There were no questions regarding this item.

2021 Bond: Schematic Design for Elementary School 16 (Negley Relief School)

There were no questions regarding this item.

Update on construction and renovation projects in the district

The Board requested an adjustment of the scheduling of construction tours to provide more morning opportunities. Mr. Cleaver responded that this would be possible.

CLOSED SESSION

The Board adjourned to Closed Session at 9:30 PM to deliberate regarding the Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters, including recommendations for Director of Construction & Planning, Director of Communications, Hays High School Principal, Johnson High School Academic Dean, Johnson High School Assistant Principal(s) and Kyle Elementary School Assistant Principal – Tex. Gov't Code Sec 551.074.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 10:43 PM.

ACTION ITEMS

Consideration and possible action, if any, resulting from closed session.

Mrs. Orosco moved and Mrs. Severance seconded the motion that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ the Director of Construction & Planning - Nate Wensowitch, Director of Communications – Harvest Coats, Hays High School Principal – Kristina Salazar, Johnson High School Academic Dean – Jennifer Lazare, Johnson High School Assistant Principal – Cory Medulla, Johnson High School Assistant Principal – Nicole Creek and Kyle Elementary School Assistant Principal – Kristin Seibel as presented. The motion passed with a vote of 6-0.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Mrs. Petrea requested communication from principals regarding the possibility of an 8-period day for the 2022-2023 school year. Mr. Severance requested response to all pending submitted questions prior to the June 2nd Board Budget Workshop. Mrs. Orosco requested that Administration provide information for parents and Board members on what apps are available for use over summer.

ADJOURN

No further business was conducted and the meeting adjourned at 10:48 PM.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 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. This is the final budget amendment for the 2021-2022 budget.

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 to be provided at the June 27th meeting)

H. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action—

Randy Rau

I. Suggested Motion:

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

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

Date: June 27, 2022

Subject: Consideration and possible approval of appointments to the Hays CISD School Health Advisory Council (SHAC) for the 2022-2023 school year

Administrator Responsible/Position: Justin McCorkle – Director of Student Health Services and Marivel Sedillo, Deputy Superintendent/Chief Academic Officer

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action:

Local Policy Law or Rule NA

C. Goal or Need Addressed:

Approval of appointments to the Hays CISD SHAC for the 2022-2023 school year.

D. Summary:

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

Each school district in Texas is required in Chapter 28.004 of the Texas Education Code to establish and maintain a district-level School Health Advisory Council. Policy BDF [LEGAL] and the Hays CISD SHAC Bylaws require that the Board of Trustees appoint at least 5 voting members to the local membership. The Hays SHAC executive committee submits the following parent non-employees, community members, and district employees for appointment by the board based on consideration of applications received. The membership for the SY 22/23 Hays CISD SHAC consists of 15 non-employee parents, representing 15 schools; 7 district employees, representing 7 departments; and 3 community members, representing medical, faith, and youth sports and development organizations.

E. Scope of Options Reviewed: N/A

F. Comments Received:

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

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

G. Administrative Recommendation

The administration recommends the board approve the 2022-2023 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.

I. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Justin McCorkle, Marivel Sedillo
Evaluation method and timeline –
Next report to the board – June, 2022

J. Suggested Motion

I move that the Board approve the 2022-2023 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.



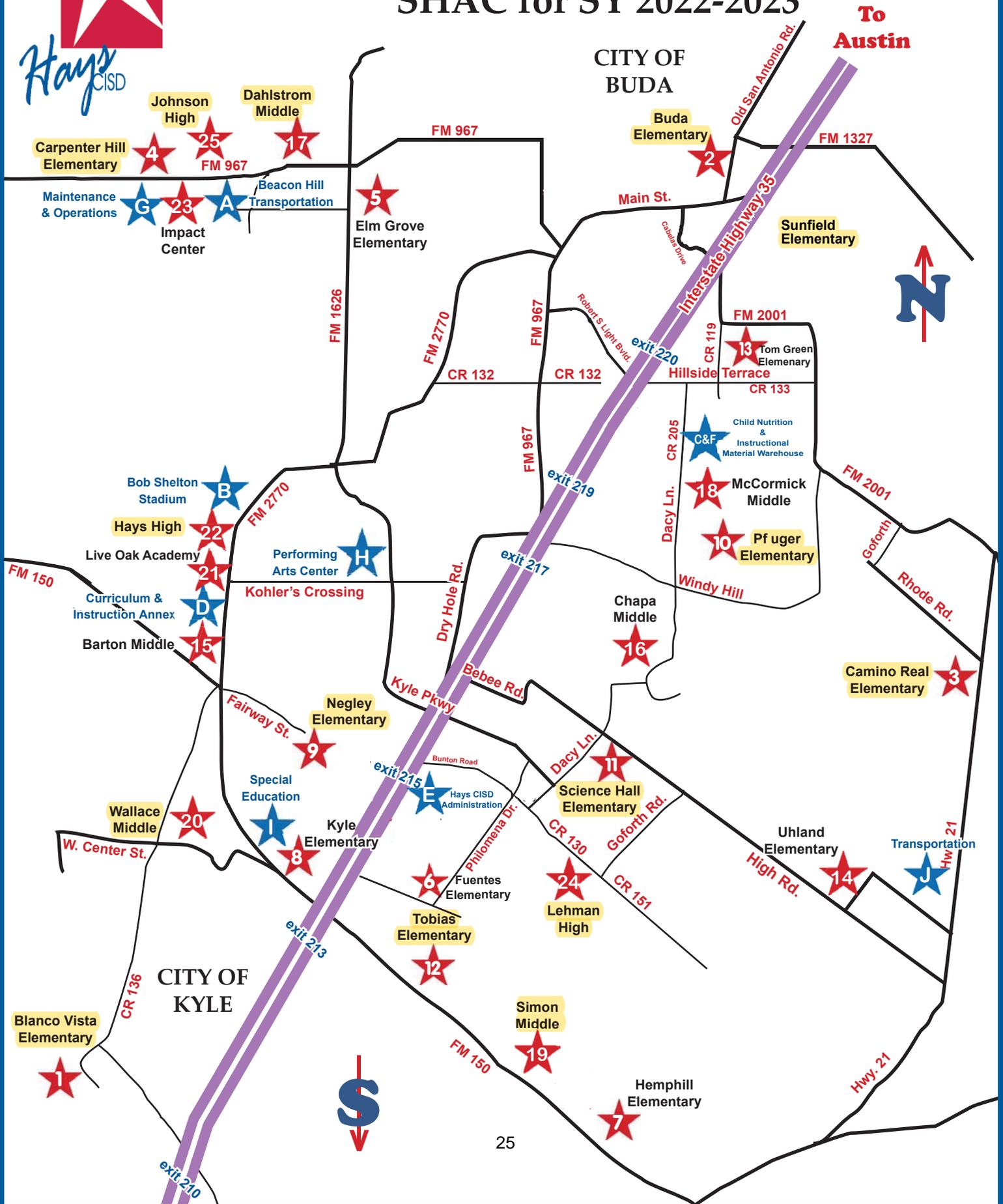
HAYS CISD SCHOOL HEALTH ADVISORY COUNCIL MEMBERSHIP ROSTER 2022-2023

Name	Term
Baker, Jen – PARENT CO-CHAIR (Hays)	2022-2024
Dean, Kelly – PARENT (Lehman)	2022-2024
Goffena, Robin – PARENT (Carpenter Hill)	2022-2024
Margiotta, Jaime – PARENT (Dahlstrom, Johnson)	2022-2024
Hernandez, Bonnie – PARENT (Wallace, Hays)	2022-2024
Deshayes, Krista – PARENT (Sunfield)	2022-2024
McCorkle, Amanda – PARENT (Buda)	2022-2024
Pizana, Belinda – PARENT (Hays)	2022-2024
Raymond, Vanessa – PARENT (Simon, Tobias)	2021-2023
Stanton, Kathy – PARENT (Blanco Vista)	2022-2024
Townsend, Courtney – PARENT (Science Hall)	2021-2023
Waller, Lacy – PARENT (Pflugger)	2022-2024
Zavala, Alex – PARENT (Negley, Hays)	2021-2023
Mercado, Felix – PARENT (Camino Real)	2021-2023
Hooton, Stephanie – PARENT (Tobias, Wallace), CIS Impact	2022-2024
Kiester, Bret - YMCA	2021-2023
Curl, Marquet – Community Pastor	2022-2024
Hartman, Nicole – Community Pediatrician	2021-2023
Ayuso, Erica – HCISD Outreach Counselor Johnson	2022-2024
Lorentzen, Whitney - HCISD PE Teacher Camino Real	2021-2023
White-Jackson, Gloria – HCISD PEP Coordinator	2022-2024
Echternach, Erin - HCISD Child Nutrition	2022-2024
Skrocki, Jeri - HCISD Safety and Security	2021-2023
Gonzalez, Maritza - HCISD Director of Guidance and Counseling	2021-2023
Director - HCISD Student Health – DISTRICT CO-CHAIR	2022-2024



Hays CISD

Map of Parent Representation on Hays CISD SHAC for SY 2022-2023



HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: June 27, 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. K-5 Math, Science and Social Studies workbooks – Textbook Warehouse
 - b. HR Software: Power School
 - c. Concrete work – Myers Concrete

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 items as presented.

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

Date: June 27, 2022

Subject: Procurement – Consumable Student Workbooks – Math, Science, Social Studies

Administrator Responsible/Position: Marivel Sedillo – Chief Academic Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed: The purchase of student workbooks to support the current K-5 Math, Science and Social Studies state adopted curriculum.

D. Summary:

Previous board action relating to this item

Hays CISD has purchased workbooks as needed since the adoption of these programs during Proclamation 2014 and Proclamation 2015.

Future action anticipated – The usage of these resources is assessed annually and purchased as necessary.

Background information –Over the last month campus leadership have assessed their needs/usage and were surveyed to request additional workbooks, if needed. The workbooks are being purchased to support the districts K-5 Math and Science curriculum adoptions. The current science adoption is set to expire at the end of the 23/24 SY, while the Math will expire at the end of 25/26.

The price increase this year is because of the inclusion of Social Studies. Last year Social Studies was purchased directly from Savvas, the publisher, due to the materials not being available through Textbook Warehouse. This year they were available for a lower cost than purchasing direct from the publisher.

E. Scope of Options Reviewed:

Buyboard Cooperative Contract #653-21

This is a one-year contract with two (2) options to renew until 10/31/2024

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other C&I and Campuses

G. Administrative Recommendation:

The administration recommends approval of the Math, Science and Social Studies workbooks from Textbook Warehouse.

H. Fiscal Impact and Cost: Total Amount: \$60,079.30

Budget – General Operating Fund Bond Grant/Special Funds Other: Instructional Materials Allotment
Prior Year Spending – \$51,330

Future/Ongoing – This procurement will be a recurring cost (annually), as needed based on usage.

I. Monitoring and Reporting Time Line: Usage will be monitored and reviewed by C&I. Campus leadership will be surveyed annually.

Person responsible for evaluating this decision or action – Marivel Sedillo, Deputy Superintendent and Derek McDaniel, Director of Curriculum and Instruction

Evaluation method and time line –

Next report to the board –

J. Suggested Motion:

I move that the Board approve the purchase of K-5 Math, Science and Social Studies workbooks from Textbook Warehouse for the 2022/2023 school year in the amount of \$60,079.30 as presented.

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

Date: 06/20/2022

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

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 N/A

C. Goal or Need Addressed: The purpose of this Board agenda item is to procure the renewal of PowerSchool Group LLC for HR Software TalentEd Recruit & Hire, TalentEd Records Perform, & SmartFind Express.

D. Summary:

Previous board action relating to this item – The board approved Severin International (PowerSchool Group LLC) 06/28/2021.
 Future action anticipated –
 Background information – PowerSchool Group LLC is utilized by the Human Resources department to assist with the recruit, hire, maintenance of an employee’s history and manage the guest teacher system. (Renewal 9/01/2022-08/31/2023)

E. Scope of Options Reviewed:

TIPS/TAPS Cooperative Contract # 210101
This is a one-year contract with zero (0) options to renew until 09/30/2023

Comments Received:

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

F. Administrative Recommendation: The administration recommends approval of the procurement of the renewal for PowerSchool Group LLC for HR Software TalentEd Recruit & Hire, TalentEd Records Perform & SmartFind Express.

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

G. Fiscal Impact and Cost: Total Amount: \$70,366.18

Budget – General Operating Fund Bond Grant/Special Funds Other

Prior Year Spending - \$67,015.42 TalentEd & SmartFind Software

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

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Dr. Fernando Medina – Chief Human Resources Officer

Evaluation method and time line –

Next report to the board –

I. Suggested Motion:

I move that the Board approve the procurement for the renewal for PowerSchool Group LLC for HR Software TalentEd Recruit & Hire, TalentEd Records Perform & SmartFind Express (PowerSchool Group LLC) for \$70,366.18 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 2022

Subject: District Wide Concrete Work – Myers Concrete

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to accept the proposal from Myers Concrete for concrete work to be done throughout the District as needed. This is a one-year contract with four one-year options to renew.

D. Summary:

Previous board action relating to this item –

Future action anticipated -

Background information –

E. Scope of Options Reviewed:

RFP 18-112102AS Concrete Work

This is a one-year contract with four (4) options to renew

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other _____

From public -

G. Administrative Recommendation:

Consideration and approval of the proposal for concrete work.

Advantages/benefits of this proposal -

Expected results in terms of student benefit/achievement -

Possible problems or disadvantages of this proposal -

Affect of this action on other parts of the system -

Consequences of not approving recommendation -

H. Fiscal Impact and Cost: Amount: \$ 263,000 _____

General Operating Budget Bond Grant/Special Funds Other _____

Prior Year Spending - \$ 248,752.24

Future/Ongoing -

I. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action:
Max Cleaver, Nicole Turner

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move that the Board approve the proposal for Myers Concrete not to exceed \$263,000 as presented

RFP #18-112102AS Concrete Work Bid Tabulation

Myers
Concrete
Construction

Item Code	Description	Unit	QTY	Price
1	INSTALL SIDEWALKS 4" THICK, 3000 PSI, REINFORCED WITH #3 REBAR ON 16" CENTERS MINIMUM 100 SQ FT.	SQ FT.	1	\$ 15.00
2	INSTALL SIDEWALKS 4" THICK, 3000 PSI, REINFORCED WITH #3 REBAR ON 16" CENTERS OVER 100 SQ FT	SQ FT.	1	\$ 14.50
3	REMOVE SIDEWALKS 4" THICK, INCLUDES HAUL OFF MINIMUM 100 SQ FT.	SQ FT.	1	\$ 4.75
4	REMOVE SIDEWALKS 4" THICK, INCLUDES HAUL OFF OVER 100 SQ FT.	SQ FT.	1	\$ 4.50
5	INSTALL CONCRETE CURB 12" HEIGHT 6" WIDE, REINFORCED WITH (2) #3 REBAR MINIMUM 100 SQ FT.	SQ FT.	1	\$ 16.00
6	INSTALL CONCRETE CURB 12" HEIGHT 6" WIDE, REINFORCED WITH (2) #3 REBAR OVER 100 SQ FT.	SQ FT.	1	\$ 15.00
7	REMOVE CONCRETE CURB 12" HEIGHT 6" WIDE, INCLUDES HAUL OFF MINIMUM 100 SQ FT.	SQ FT.	1	\$ 7.00
8	REMOVE CONCRETE CURB 12" HEIGHT 6" WIDE, INCLUDES HAUL OFF OVER 100 SQ FT.	SQ FT.	1	\$ 7.00
9	INSTALL CONCRETE 6" THICK 3000 PSI, REINFORCED WITH #4 REBAR ON 16" CENTERS MINIMUM 100 SQ FT.	SQ FT.	1	\$ 15.25
10	INSTALL CONCRETE 6" THICK 3000 PSI, REINFORCED WITH #4 REBAR ON 16" CENTERS OVER 100 SQ FT.	SQ FT.	1	\$ 14.75
11	REMOVE CONCRETE 6" THICK INCLUDES HAUL OFF CENTERS MINIMUM 100 SQ FT.	SQ FT.	1	\$ 4.75
12	REMOVE CONCRETE 6" THICK INCLUDES HAUL OFF CENTERS OVER 100 SQ FT.	SQ FT.	1	\$ 4.50
13	INSTALL RETAIN WALLS 24" HEIGHT, 6" THICK (TOTAL HEIGHT OF 36") 3000 PSI, REINFORCED WITH #4 REBAR ON 12" CENTERS MINIMUM 50 SQ FT.	SQ FT	1	\$ 12.00
14	INSTALL RETAIN WALLS 24" HEIGHT, 6" THICK (TOTAL HEIGHT OF 36") 3000 PSI, REINFORCED WITH #4 REBAR ON 12" CENTERS OVER 50 SQ FT.	SQ FT	1	\$ 11.00
15	BASE MATERIAL 2" OF BASE MATERIAL OR 2" SAN CUSHION (BY OWNERS DISCRETION) MINIMUM 100 SQ FT	SQ FT	1	\$ 1.25
16	BASE MATERIAL 2" OF BASE MATERIAL OR 2" SAN CUSHION (BY OWNERS DISCRETION) OVER 100 SQ FT	SQ FT	1	\$ 1.15
17	ADA RAMP ea. EXCLUDES HORIZONTAL CURB CUT	SQ FT	1	\$ 20.00
18	BRICK PAVERS MINIMUM 20 SQ FT	SQ FT	1	\$ 9.50
19	BRICK PAVERS OVER 20 SQ FT	SQ FT	1	\$ 8.90
20	CURB CUT, HORIZONTAL ONLY MINIMUM 20 LF	LF	1	\$ 8.00
21	CURB CUT, HORIZONTAL ONLY OVER 20 LF	LF	1	\$ 7.50
22	GRINDING FOR TRIP HAZARD MINIMUM 30 LF	LF	1	\$ 9.50
23	GRINDING FOR TRIP HAZARD OVER 30 LF	LF	1	\$ 8.50
24	MOBILIZATION FEE/TRIP CHARGE	RATE	1	\$ 300.00

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

Date: June 27, 2022

Subject: Consideration and possible approval of Communities in Schools (CIS) and Hays CISD MOU (Memorandum of Understanding) Agreement for 2022-2023

Administrator Responsible/Position: Marivel Sedillo, 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:

Board Goal:

Student Goal—Hays CISD believes in the achievement of every student. Community in Schools services 13 campuses. Consideration and possible approval of the contract and MOU agreement between Hays Consolidated ISD (HCISD) and Communities in Schools of Central Texas (CIS) to render certain social services within the HCISD

D. Summary:

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

Future action anticipated – Approve the Contract MOU agreement for the school year 2022-23.

Background information –

CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. The services will be provided at 13 campuses:

- Camino Real Elementary
- Hemphill Elementary
- Tom Green Elementary
- Uhland Elementary
- Chapa Middle School
- Wallace Middle School
- McCormick Middle School
- Simon Middle School
- Hays High School
- Johnson High School
- Lehman High School
- Live Oak Academy
- IMPACT Center

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

visits and provide basic services like clothes, food, water and electric services if their families need it. In our high schools an X-Y Zone social worker works with male students and is a part of contract. CIS, at every campus on which they serve, provide the Pebble Project at elementary campuses, AmeriCorps volunteers and social work interns to assist in their work with students and their families. They serve approximately 95-100 students per campus. But have served more if requested. The CIS staff work closely with the district Counseling Director to provide some social services across the district for all of our students. They serve on the District Counseling Crisis team and are on call as are all of our counselors if needed. They are assigned to 13 campuses, all of whom are either Title 1 or have low-socioeconomic family needs.

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

F. Comments Received:

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

From public – The families of whom CIS serve, feel they are needed.

This information is provided in the yearly report to the Board of Trustees in September/October.

G. Administrative Recommendation:

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

Advantages/benefits of this contract approval

CIS meets the social, emotional, basic, academic and counseling needs of our highest risk families on 13 campuses in the district.

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

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

H. Fiscal Impact and Cost:

Budget – General Operating Fund Bond Grant/Special Funds Other _____
\$617,000 for 13 campuses in two equal payments of \$308,750. The final payment due in February, 2023.

Prior Year Spending – \$540,000 for the school year 2021-2022.

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

I. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action

The District Director of Counseling collaborates with CIS.

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

Next report to the board – September/October 2022.

J. Suggested Motion:

I move that the Board approve this Community in Schools (CIS) and Hays CISD Contract MOU (Memorandum of Understanding) Agreement for School Year 2022-23 for \$617,000 in two payments of \$308,750, as presented.

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

This AGREEMENT for services is entered into this ____ day of _____, 2022, by and between Hays Consolidated ISD and Communities In Schools of Central Texas, a non-profit corporation.

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

I. Scope of Services

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

1. Campus Staff. CIS will provide each designated campus with a full-time social service professional (i.e., Program Manager). CIS may provide, as available, additional staff, such as, AmeriCorps members, caseworkers, university interns, and volunteer tutors and mentors. CIS will assign a Program Manager chosen with the input of the appropriate school principal (or designee) to the following ISD campuses: Camino Real Elementary, Hemphill Elementary School, Tom Green Elementary School, Uhland Elementary School, Chapa Middle School, Wallace Middle School, McCormick Middle School, Simon Middle School, Lehman High School, Hays High School, IMPACT Center, Johnson High School, and Live Oak Academy.
2. Supervision of Campus Staff. CIS administrative staff will be responsible for the supervision of CIS staff, interns and volunteers serving each campus. Issues regarding the performance of CIS staff, interns and volunteers will be handled by the CIS administration with input from campus principal.
3. Campus Service Delivery Plans. The CIS Program Manager and ISD campus staff will jointly develop a program plan that describes the needs of students, services and school to be provided by CIS on each campus. This program plan will be updated each year and can be included as part of the Campus Improvement Plan.
4. CIS Services. As outlined in the campus service plans, CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. CIS services may include:
 - assistance in identifying students who need support services to improve their attendance, achievement or behavior;
 - involvement in campus student assistance programs, work groups, etc. as assigned by the appropriate school administrator;
 - assistance in developing and monitoring student support service plans;
 - individual, group and family counseling;
 - crisis intervention, mediation, de-escalation services
 - case management, monitoring, and related support and follow-up services;
 - parental involvement activities, such as: parent training sessions, home visits, student/parent activities, parent conferences;
 - referrals to other agencies and assistance in connecting the school with services provided by other community resources;
 - enrichment activities, such as, field trips, after school clubs, attendance incentives;
 - pre-employment skills training, such as, career days and school-to-career activities;
 - student advocacy;
 - support of school-wide activities
 - summer programming
 - special programs on select campus, (e.g. ³⁵XY Zone, Pebble Project, AmeriCorps);

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

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

1. Adequate confidential space to house the CIS staff and program. 784 minimum Elementary School square feet and 1024 minimum secondary school square feet.
2. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees at all times CIS is performing its duties under this Agreement. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.
3. Use of campus copier
4. Phone line and internet access
5. Input regarding CIS personnel who are stationed on the campus(s)
6. Assistance to CIS in collecting data on student attendance, behavior and achievement as necessary to complete reports required in this Agreement. Attached Exhibit A Data Collection Elements
7. Inclusion of CIS in the District Improvement Plan and Campus Improvement Plan(s)

II. Time of Performance

This AGREEMENT shall be for a term of twelve months, commencing on September 1, 2022 and continuing through August 31, 2023.

III. Compensation and Method of Payment

For consideration for the services to be performed by CIS under this AGREEMENT, the ISD shall pay to CIS \$ 617,500. Payment of \$308,750 shall be due and payable upon the execution of this Agreement. Balance of \$308,750 shall be due and payable on February 1, 2023.

IV. Additional Terms

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

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

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

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

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

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

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

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

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

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

Attn: Randall Rau, Chief Financial Officer

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

Attn: Suki Steinhauer, Chief Executive Officer

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

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

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

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

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

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

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

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

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

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

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

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

Dr. Eric Wright, Superintendent of Schools

Suki Steinhauser, Chief Executive Officer

Date of Acceptance

Date of Acceptance

EXHIBIT A: DATA COLLECTION ELEMENTS

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

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

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

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

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

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

Authorized Signatures:

Suki Steinhauser, Chief Executive Officer
Communities In Schools

Date

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

Date

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

Date: June 27, 2022

Subject: Contract with Texas State University - Graduate Assistant Athletic Trainer Agreement

Administrator Responsible/Position: Marivel Sedillo – Chief Academic Officer, Jesus Gomez, Deputy Academic Officer and Lance Moffett, Director of Athletics

- A. Purpose of Agenda Item:**
 Action needed Information only Receive input
- B. Authority for This Action:**
 Local Policy Law or Rule N/A
- C. Goal or Need Addressed:** The purpose of this agenda is to approve the contract between Hays CISD with Texas State University for three (3) Graduate Assistance Athletic Trainers at a cost of \$52,561.23 for the 2022-2023 school year.
- D. Summary:**
 Previous board action relating to this item – Board approved the contract June/2020.
 Future action anticipated -
 Background information – In order to provide medical service to our athletes in middle schools, Hays CISD hires graduate assistant athletic trainers through Texas State University. This contract allows for one graduate assistant per two middle schools. Each graduate assistant is allowed to work 20 hours per week. These athletic trainers will also assist with their respective high schools when needed for medical coverage in the athletic department.
- E. Scope of Options Reviewed:**
Inter Local Agreement
- F. Comments Received:**
 Cabinet DLT FBOC Teacher Org. Reps. Other: Curriculum & Instruction
 From public -
- G. Administrative Recommendation:**
The administration recommends approval of the contract between Hays CISD with Texas State University for three (3) Graduate Assistance Athletic Trainers for the 2022-2023 school year.
- H. Fiscal Impact and Cost: Total Amount: \$52,561.23**
 Budget – General Operating Fund Bond Grant/Special Funds Other _____
Prior Year Spending - \$102,060.23
Future/Ongoing – This procurement will be a recurring cost (annually)
- I. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action: Lance Moffett, Director of Athletics, Jesus Gomez, Deputy Academic Officer and Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
- J. Suggested Motion:**
I move that the Board approve the contract between Hays CISD with Texas State University for three (3) Graduate Assistance Athletic Trainers for the 2022-2023 school year in the amount of \$52,561.23, as presented.

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

SE
SE
DV
DV

Agreement Date: <u>May 26, 2022</u>
Contractor: <u>Hays CISD</u>
Contractor's Address: <u>21003 Interstate 35 Frontage Road, Kyle, TX 78640</u>
Number of Athletic Trainers: <u>Three (3)</u>
Start Date for Services: <u>August 1, 2022</u>
End Date for Services: <u>May 31, 2023</u>

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

1. Background and Qualifications

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

2. Athletic Trainers' Services, Compensation, and Insurance

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

University's workers' compensation benefits program. Contractor need not provide compensation or benefits to the athletic trainers.

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

3. Compensation to Texas State University

- 3.01. Contractor will pay Texas State University a total of \$ 52,561.23 on or before August 1, 2022. If either party terminates this agreement before the end date for services, Texas State will refund to Contractor a pro-rata portion of the Contractor's payment.

Please make the payment by check to the following address:

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

4. Term

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

5. General Provisions

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

- 5.07. This writing contains the entire understanding of the parties. No representatives other than those expressly set forth in this agreement were made or relied on by either party. No agent, employee, or representative of either party is empowered to alter any of the conditions of this agreement other than in writing signed by executive officers of the respective parties.
- 5.08. The parties are acting as independent contractors in this arrangement. Neither party will be an employee of the other, nor will neither party have any claim or right arising from employee status. This agreement does not create a partnership, joint venture, or other arrangement that would make one party liable for the acts or omissions of the other.
- 5.09 Contractor will be solely responsible for the maintenance of all athletic training facilities and equipment. Contractor will ensure that all equipment is in good, proper, working condition at all times.
- 5.10. CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THEIR REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS CONTRACTOR'S FACILITIES, EQUIPMENT FAILURE, OR THIS AGREEMENT TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF CONTRACTOR, OR IT AGENTS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 5.11 Notwithstanding any provision of this agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.
- 5.12. In their execution of this agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.
- 5.13 In accordance with Texas Education Code, Section 51.9335 (h), any contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the agreement or contract is considered to be a part of the executed agreement or contract without regard to:
- (1) Whether the provision appears on the face of the agreement or contract; or
 - (2) Whether the agreement or contract includes any provision to the contrary.

Hays CISD Contractor

Printed Name of Contractor

Karen Meaney

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

Michael P. O'Malley

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

Addendum to Graduate Assistant Athletic Trainer Agreement Duties and Responsibilities

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

Major Responsibilities and Duties:

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

Supervisory Responsibilities:

Supervise athletic training student interns and assistants.

Hays CISD Contractor

Printed Name of Contractor

Karen Meaney

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

Michael P. O'Malley

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 20, 2022

Subject: Superintendent's recommendation to employ contractual administrative personnel

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
DP and DC (Legal & Local)

C. Goal or Need Addressed: Consideration and possible approval of the hire of the following administrator positions:

- Dahlstrom Middle School Asst. Principal
- McCormick Middle School Asst. Principal
- Wallace Middle School Asst. Principal

D. Summary:

Previous board action relating to this item
 Future action anticipated -
 Background information - In accordance with policy DC (Local), the Superintendent has sole authority to recommend the employment of contractual personnel who serve as administrators and the Board of Trustees retains final authority to approve such personnel.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other -Campus-Level Interview
Committee and District-Level Committee

F. Administrative Recommendation:

Administration recommends the Board of Trustees approve the Superintendent's recommendations regarding the employment of administrative professional personnel.

Advantages/benefits of this proposal -
 Expected results in terms of student benefit/achievement -
 Possible problems or disadvantages of this proposal -
 Effect of this action on other parts of the system -
 Consequences of not approving recommendation – Supervising and supporting campus-level operations is adversely affected without administrative leadership.

G. Fiscal Impact and Cost: Amount: Approx. \$231K (3 of 6 new positions approved by the board of trustees)

Budget Bond Grant/Special Funds Other _____

H. Monitoring and Reporting Timeline:

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

Evaluation method and timeline – The contractual personnel who serve as administrators undergo an annual performance appraisal.

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ Assistant Principals at Dahlstrom Middle School, McCormick Middle School, and Wallace Middle School as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 2022

Subject: Superintendent's recommendation to employ contractual administrative personnel

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

DP and DC (Legal & Local)

C. Goal or Need Addressed: Consideration and possible approval of the hire of the following administrator positions:

- Barton Middle School Asst. Principal
- Chapa Middle School Asst. Principal
- Simon Middle School Asst. Principal

D. Summary:

Previous board action relating to this item

Future action anticipated -

Background information - In accordance with policy DC (Local), the Superintendent has sole authority to recommend the employment of contractual personnel who serve as administrators and the Board of Trustees retains final authority to approve such personnel.

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other -Campus-Level Interview

Committee and District-Level Committee

F. Administrative Recommendation:

Administration recommends the Board of Trustees approve the Superintendent's recommendations regarding the employment of administrative professional personnel.

Advantages/benefits of this proposal -

Expected results in terms of student benefit/achievement -

Possible problems or disadvantages of this proposal -

Effect of this action on other parts of the system -

Consequences of not approving recommendation – Supervising and supporting campus-level operations is adversely affected without administrative leadership.

G. Fiscal Impact and Cost: Amount: \$231k (new positions approved by the board of trustees)

Budget

Bond

Grant/Special Funds

Other _____

H. Monitoring and Reporting Timeline:

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

Evaluation method and timeline – The contractual personnel who serve as administrators undergo an annual performance appraisal.

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ Assistant Principals at Barton Middle School, Chapa Middle School, and Simon Middle School as presented.

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

Date: June 27, 2022

Subject: Consideration and possible action to temporarily suspend a portion of policy DC (LOCAL) from June 27, 2022 through August 22, 2022.

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 DC Legal/Local Law or Rule N/A

C. Goal or Need Addressed: Consider and take possible action to temporarily suspend a portion of policy DC (LOCAL) from June 27, 2022 through August 22, 2022.

D. Summary:

- Previous board action relating to this item -
- Future action anticipated -
- Background information – Under Hays CISD Board policy DC (Local), the Board has sole authority for employment of contractual personnel who are administrators. However, summer is also the busiest hiring time for Hays CISD and the Board is not scheduled to meet again until August 22, 2022. There are still administrative positions that need to be filled for the 2022-2023 school year and both the Board and the Superintendent have expressed a desire to be able to give that person a contract at that time and not wait until the next board meeting for Board approval.

E. Comments Received:

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

F. Administrative Recommendation:

Administration recommends that the Board approve the temporary suspension of a portion of policy DC (LOCAL) from June 27, 2022 through August 22, 2022.

Advantages/benefits of this proposal – It benefits Hays CISD to have the flexibility to hire the best available candidate when that individual can be promptly offered a contract and commence work, as administrators' are scheduled to work before August 22, 2022.

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 Medina, CHRO

I. Suggested Motion:

I move that the Board approve the temporary suspension of a portion of policy DC (LOCAL) from June 27, 2022 through August 22, 2022 as presented.

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

Date: June 27, 2022

Subject: Superintendent's recommendation to revise Policy DEC (Local) – Payment of local leave days for non-retirement separation from Hays CISD

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. Summary:

Previous board action relating to this item – The Board previously adopted changes to DEC (LOCAL) and DEAA (Local) in January 2022.

Future action anticipated -

Background information - Revisions to this local policy are guided by a focus on creating an employee friendly work environment and being the employer of choice. Prior board policy provided opportunity for employees to be paid for accrued local days upon separation from the district under certain conditions. In January, the policy was changed to provide compensation for accrued leave as a retirement incentive only.

The Board is asked to consider providing pay for a maximum of 60 days of accrued local days to all employees who separate from the district and meet certain conditions regardless of their intention to retire. Employees will be eligible for payment of accumulated local leave at an established rate if the separation from employment is voluntary, the employee provides advance written notice of intent to separate from employment per policy, and the employee has at least five years of service with the District.

D. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Legal Counsel and TASB

E. Administrative Recommendation:

Administration recommends the Board of Trustees approve the recommendation to amend Policy DEC (LOCAL) to address limitations in the eligibility to receive compensation of accrued local leave upon separation, regardless of the employee's intention to rehire.

Consequences of not approving recommendation – Employees who separate from the district will not be compensated for their accrued local days.

F. Fiscal Impact and Cost: Amount: TBD (based on actual usage)

Budget

Bond

Grant/Special Funds

Other

G. Monitoring and Reporting Timeline:

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

Evaluation method and timeline – The policy will be effective immediately following Board approval.

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Superintendent's recommendation to revise Policy DEC (Local) as presented.

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

Date: June 27, 2022

Subject: Consideration and possible approval of resolution to retroactively pay local leave days to employees separating from the district as impacted by updates to policy DEC (LOCAL)

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

C. Summary:

Previous board action relating to this item –

Future action anticipated –

Background information – Background information - Revisions to this local policy are guided by a focus on creating an employee friendly work environment and being the employer of choice. Prior board policy provided opportunity for employees to be paid for accrued local days upon separation from the district under certain conditions. In January, the policy was changed to provide compensation for accrued leave as a retirement incentive only.

The Board is asked to consider providing pay for a maximum of 60 days of accrued local days to all employees who separate from the district and meet certain conditions regardless of their intention to retire. Employees will be eligible for payment of accumulated local leave at an established rate if the separation from employment is voluntary, the employee provides advance written notice of intent to separate from employment per policy, and the employee has at least five years of service with the District.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other _____

G. Administrative Recommendation

The administration recommends the board approve the resolution regarding retroactive payment of local leave days to employees separating from the district as impacted by updates to policy DEC (LOCAL)

H. Fiscal Impact and Cost: Amount \$TBD – Based on actual usage

Budget – General Operating Fund Bond Grant/Special Funds Other

I. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Dr. Fernando Medina

J. Suggested Motion

I move that the Board approve the resolution retroactive payment of local leave days to employees separating from the district as impacted by updates to policy DEC (LOCAL)

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 2022

Subject: 2022-2023 Budget Adoption

Administrator Responsible/Position:

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Board Policy CE Legal

Law or Rule

N/A

C. Goal or Need Addressed:

D. Summary:

Previous board action relating to this item – Board adopted the 2021-2022 budget on June 28, 2021.

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

The 83rd Legislative Session, under HB 5, amended Section 29.081(b-1) of the Texas Education Code (TEC). The amendment requires school districts to separately budget sufficient state compensatory education funds and any other funding necessary to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactorily on an EOC assessment instrument required for graduation. State compensatory education funds cannot be budgeted “for any other purpose until the district adopts a budget to support additional accelerated instruction”.

In order to meet the requirements of Texas Education Code section 29.081(b-1), staff is requesting specific Board approval of \$8,688,649, which has been included in the existing budget requests, however, requiring segregation and identified by Board action. These funds will be used to support the following student accelerated instructional practices and interventions: summer school, end of course (EOC) review sessions, and educational resources to support accelerated instruction.

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other – Budget workshop(s)

F. Administrative Recommendation:

The administration recommends approval of the 2022-2023 General Fund (*inclusive of accelerated instruction allocation pursuant to Texas Education Code section 29.081, b-1*), Debt Service Fund, and Food Service Fund budgets.

G. Fiscal Impact and Cost:

Budget

Bond

Amount: Attached

Grant/Special Funds

Other _____

H. Suggested Motion:

I move that the Board approve the 2022-2023 budget as presented.

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

Date: June 27, 2022

Subject: 2022-2023 Compensation Plan

Administrator Responsible/Position: Dr. Fernando Medina, CHRO

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

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

C. Goal or Need Addressed: Consideration and possible approval of Hays CISD Employee Compensation Plan for the 2022-2023 school year

D. Summary:

Previous board action relating to this item -
 Future action anticipated -
 Background information – Please see attachments. The first is a redlined copy of the 22-23 Compensation Plan. The second is a summary of key changes.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

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

G. Fiscal Impact and Cost: **Amount:** See 22-23 proposed budget (based on approved percentage increase)

Budget Bond Grant/Special Funds Other _____

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Dr. Fernando Medina, CHRO
Evaluation method and time line –
Next report to the board -

I. Suggested Motion:

I move that the Board approve the Hays CISD Employee Compensation Play for the 2022-2023 school year as presented.

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

Date: June 27, 2022

Subject: Issuance, sale and delivery of Hays Consolidated Independent School District Unlimited Tax School Building Bonds

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 NA

C. Goal or Need Addressed:

D. Summary:

Previous board action relating to this item –

Future action anticipated –

Background information – The administration has worked with Robert Traylor of RBC to establish the financing plan for the “new” 2022 and second part of the 2021 Bond(s). Based on market conditions, the administration believes it is in the best interest of the District to issue \$182,234,892 (\$66,585,092 remaining 2021 bond and \$115,649,800 new 2022 bond) of the total authorized bonds during the month of August 2022.

Mr. Jerry Kyle with Andrews Kurth, LLP has developed a bond order that includes the parameters communicated to the public during the 2021 and 2022 Bond Elections (attached).

E. Administrative Recommendation

The administration recommends the board approve the order authorizing issuance, sale and delivery of the Hays CISD school building bonds as presented.

F. Fiscal Impact and Cost: Total authorized 2021 bond - \$191,585,092. Amount issued during August 2021 - \$125,000,000. Amount remaining to be issued \$66,585,092 during August 2022. Total authorized 2022 bond - \$115,649,800. Amount to be issued during August 2022 - \$115,649,800.

G. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Randy Rau, Chief Financial Officer

H. Suggested Motion

I move that the Board of Trustees adopt the order authorizing the issuance, sale and delivery of Hays Consolidated Independent School District Unlimited Tax School Building Bonds; and containing other matters related thereto, which is before the Board this evening.

ORDER AUTHORIZING THE ISSUANCE OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, IN ONE OR MORE SERIES; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING A PRICING OFFICER TO APPROVE THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Board of Trustees (the “Board”) of the Hays Consolidated Independent School District (the “District”) called elections for May 1, 2021 (the “2021 Election”) and May 7, 2022 (the “2022 Election” and together with the 2021 Election, the “Elections”) for the purpose of obtaining the approval of the resident, qualified electors in the District of the issuance of bonds; and

WHEREAS, the Elections were held on the dates set forth above, in accordance with the Constitution and laws of the State of Texas, including the Texas Election Code; and

WHEREAS, the Board canvassed the returns of the Elections and found that the resident, qualified electors in the District authorized the issuance of bonds as set forth in the table below, as a result of which the District is authorized by the Constitution and laws of the State of Texas, including Sections 45.001 and 45.003(b)(1) of the Texas Education Code, to issue such amount of bonds in accordance with the Elections; and

WHEREAS, with respect to the Elections, the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof being as follows:

Election	Proposition and Purposes	Amount Authorized	Amount Issued	Amount Unissued
2021 Election	A – Accommodating School District Growth Purposes	\$147,959,876.00	\$103,600,555.43	\$44,359,320.57
2021 Election	B – Renovating and Rehabilitating District Asset Purposes	\$41,047,216.00	\$18,821,444.57	\$22,225,771.43
2021 Election	F – Technology Purposes	\$2,578,000.00	\$2,578,000.00	\$-
2022 Election	A – School Building and School Bus Purposes	\$115,649,800.00	\$-	\$115,649,800.00
TOTALS:		\$307,234,892.00	\$125,000,000.00	\$182,234,892.00

WHEREAS, the Board now deems it necessary and advisable to authorize the issuance and delivery of bonds pursuant to the Elections in the aggregate principal amount and pursuant to the terms prescribed by or determined in accordance with this Order; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally

recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore the District qualifies as an “Issuer” under Section 1371.001(4)(P), Texas Government Code, as amended; and

WHEREAS, pursuant to Section 1371.053, Texas Government Code, as amended, the District desires to delegate the authority to effect the sale of the Bonds to a Pricing Officer (as defined herein).

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

Section 1. Definitions; Interpretations.

(a) Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

The term “2021 Election” shall have the meaning assigned to such term in the recitals of this Order.

The term “2022 Election” shall have the meaning assigned to such term in the recitals of this Order.

The term “Accommodating School District Growth Purposes” shall mean the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, the purchase of the necessary sites for school buildings and the purchase of new school buses.

The term “Accreted Value” shall mean the original principal amount of a Capital Appreciation Bond plus the initial premium, if any, paid therefor with interest thereon compounded semiannually on the dates established by a Pricing Officer (each such date being an “Accretion Date”) as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on an Accretion Date), at the stated yield shown therefor in the Table of Accreted Values set forth in the Pricing Certificate. For any date other than an Accretion Date, the Accreted Value shall be determined by a straight-line interpolation between the values for the applicable semiannual compounding dates, based on 30-day months.

The term “Attorney General” shall mean the Attorney General of Texas.

The term “Authorized Denomination” shall mean any authorized denomination established in the Pricing Certificate.

The term “Board” shall mean the Board of Trustees of the District.

The term “Bonds” shall mean the Capital Appreciation Bonds and the Current Interest Bonds initially issued pursuant to this Order and all substitute

Capital Appreciation Bonds and Current Interest Bonds exchanged therefor, as well as any substitute bonds or replacement bonds issued pursuant to this Order; and, the term “Bond” shall mean any of the Bonds.

The term “Business Day” shall mean any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to remain closed or a legal holiday.

The term “Capital Appreciation Bonds” shall mean the Bonds on which no interest is paid prior to maturity, maturing in the years and in the principal amounts set forth in the Pricing Certificate.

The term “Code” shall mean the Internal Revenue Code of 1986, as amended.

The term “Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

The term “Current Interest Bonds” shall mean the Bonds on which interest is paid periodically on Interest Payment Dates therefor, maturing in the years and in the principal amounts set forth in the Pricing Certificate.

The term “Debt Service Fund” shall mean the Debt Service Fund established for each series of Bonds pursuant to Section 22 of this Order.

The term “Defeasance Securities” shall mean (i) direct non-callable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (iii) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form.

The term “District” shall mean the Hays Consolidated Independent School District, and any successor to its duties and functions.

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

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

The term “Elections” shall have the meaning assigned to such term in the recitals of this Order.

The term “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The term “Interest Payment Date,” when used in connection with any Current Interest Bond shall mean the date or dates specified in the Pricing Certificate.

The term “Maturity Amount,” as used with respect to any Capital Appreciation Bond, shall mean the amount paid to the Owner thereof at maturity, which shall include both principal and accrued interest.

The term “Maximum Rate” shall mean the maximum “net effective interest rate” allowable under Section 1204.006, Texas Government Code, as amended, currently 15%.

The term “MSRB” shall mean the Municipal Securities Rulemaking Board.

The term “Order” as used herein and in the Bonds shall mean this order authorizing the Bonds.

The term “Outstanding,” when used with respect to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond cancelled by or on behalf of the District at or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

The term “Owner” or “Registered Owner” shall mean any person who shall be the registered owner of any outstanding Bond.

The term “Paying Agent/Registrar Agreement” shall mean the agreement referred to in Section 9 of this Order.

The term “Pricing Certificate” means a certificate signed by the Pricing Officer establishing the terms and features of each series of Bonds in accordance with Sections 2, 3, 4 and 5 hereof.

The term “Pricing Officer” shall mean the President of the Board of Trustees, the Superintendent or the Chief Financial Officer.

The term “Proposition(s)” shall mean one or more, as applicable, of the propositions referred to in the table included within the recitals to this Order.

The term “Purchase Contract” shall mean the contract, agreement or investment letter between the District and the Purchaser referred to in Section 23 of this Order.

The term “Purchaser” shall mean the purchaser or purchasers of the Bonds identified in the Pricing Certificate.

The term “Record Date” shall mean the day specified in the Pricing Certificate.

The term “Register” shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

The term “Registrar” shall mean the bank, trust company or other eligible financial institution identified in the Paying Agent/Registrar Agreement referred to in Section 9 of this Order and its successors in the capacities of paying agent and registrar for the Bonds.

The term “Renovating and Rehabilitating District Asset Purposes” shall mean the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District.

The term “Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

The term “School Building and School Bus Purposes” shall mean the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District and the purchase of new school buses.

The term “SEC” shall mean the United States Securities and Exchange Commission.

The term “Tax-Exempt Bonds” shall mean Bonds, the interest on which is intended by the District to be excludable from gross income or federal income tax purposes, as determined and set forth in the Pricing Certificate therefor.

The term “Taxable Bond” shall mean Bonds the interest on which is not intended by the District to be excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate therefor.

The term “Technology Purposes” shall mean the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and upgrading of technology systems, infrastructure and equipment.

(b) All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof.

This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

Any duty, responsibility, privilege, power or authority conferred by this Order upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

Section 2. Authorization and Purpose. The Bonds shall be issued from time to time, in one or more series, in fully registered form, without coupons, in the principal amount set forth in the Pricing Certificate, subject to the limitations set forth in Section 5 of this Order, to provide funds for any of the following purposes: (a) Accommodating School District Growth Purposes, (b) Renovating and Rehabilitating District Asset Purposes, (c) School Building and School Bus Purposes, and (d) paying the costs of issuance of the Bonds. The Bonds may be issued from time to time in such number of series and at such times as the Pricing Officer shall determine. The Bonds shall be issued under and in strict conformity with the Constitution and laws of the State of Texas, particularly Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended, and the Elections.

Section 3. Designation and Date. The Bonds of each series shall be designated and shall be dated as provided in the Pricing Certificate.

Section 4. Initial Bonds; Numbers, Interest Rates, Interest Payment Dates and Denominations. The Bonds of each series shall be issued bearing the numbers and maturing on the dates, in the years and in the amounts set forth in the Pricing Certificate therefor, and shall bear interest from the date or dates and at the rate or rates (and such interest shall be calculated in the manner) set forth in the Pricing Certificate. Interest on the Current Interest Bonds shall be payable on each Interest Payment Date, as provided in the Pricing Certificate. Interest on the Capital Appreciation Bonds shall be payable only at maturity or prior redemption. Bonds may be transferred and exchanged as provided in this Order, and Bonds delivered on transfer of or in exchange for other Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Registrar, shall be in Authorized Denominations, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 5. Delegation to Pricing Officer.

(a) As authorized by Section 1371.053, Texas Government Code, the Pricing Officer is hereby authorized to act on behalf of the District in selling and

delivering the Bonds and establishing the terms and details thereof and carrying out the other procedures specified in this Order, including, without limitation, determining the method and manner of sale of the Bonds (private or public), the number of series to be issued and the date(s) on and price(s) at which Bonds will be sold, the issuance date(s) and dated date(s) therefor, the designation or title by which the Bonds of each series shall be known, the years in which the Bonds will mature and the final maturity for the Bonds (which shall not be later than 40 years after the date on which the Bonds are delivered), whether particular Bonds will be issued as Current Interest Bonds or Capital Appreciation Bonds, whether particular Bonds will be issued as Tax-Exempt Bonds or Taxable Bonds, the aggregate principal amount of the Bonds of each series, the principal amount or Maturity Amount, as appropriate, to mature in each year of maturity, the rate or rates of interest to be borne by each such maturity, the Interest Payment Dates and Record Dates therefor, any redemption provisions applicable thereto (including optional and mandatory sinking fund redemption provisions), the Authorized Denominations for the Bonds, and all other terms, details and matters relating to the Bonds and their issuance, sale and delivery, including making application for the Bonds to be guaranteed by the Permanent School Fund or procuring bond insurance with one or more bond insurers, if any, all of which shall be specified in the Pricing Certificate, substantially in the form attached hereto as Exhibit A with such changes in such form as the Pricing Officer shall determine; provided that:

(i) the aggregate of principal amount of the Bonds (together with any net premium received by the District on the sale of the Bonds and used for the purposes set forth in subsections 2(a)-(c)) shall not exceed \$182,234,892.00;

(ii) the price to be paid for the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds; and

(iii) prior to their delivery, the Bonds shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for a long-term debt instrument.

(b) If Bonds are issued in more than one series, the provisions of this Order shall apply to each such series in the manner, to the extent and subject to such terms and conditions as shall be specified in the Pricing Certificate therefor. Any finding by a Pricing Officer relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Board.

(c) The Pricing Certificate shall contain an allocation of the amount being issued pursuant to each Proposition for the purposes set forth in subsections 2(a), 2(b) and 2(c) of this Order. The Pricing Officer may approve modifications to this Order to conform to the terms of the Bonds, as approved by the Pricing Officer, and execute any instruments, agreements and other documents as the Pricing Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Order.

(d) In establishing the principal amount of the Bonds of each series, the Pricing Officer shall establish an amount, not exceeding the aggregate amount authorized in subsection (a) above, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds of each series shall be sold at such price (which shall not be less than 90% of the aggregate principal amount thereof, plus accrued interest, if any), with and subject to such terms, as set forth in the Pricing Certificate therefor.

(e) The authority to act on behalf of the Board in selling Bonds conferred by this Section and to execute a Purchase Contract or winning bid for each series of Bonds pursuant to Section 23 shall expire at 11:59 p.m. on the first anniversary of the date of this Order (the "Expiration Date"). Bonds sold pursuant to a Purchase Contract or winning bid executed on or before the Expiration Date may be delivered after such date.

Section 6. Execution of Bonds Seal. The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary of the Board or Assistant Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature appears on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 7. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The President or Vice President and the Secretary of the Board are authorized hereby to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the President or the Vice President and the Secretary and other officers and employees of the District are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually execute the registration certificate of the Comptroller substantially in the form provided in Exhibit A of this Order and such certificate shall be affixed or attached to the Bonds to be initially issued, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

Section 8. Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Exhibit A of this Order

manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Registrar hereunder.

Section 9. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, substantially in the form presented at the meeting at which this Order was adopted, and which is hereby authorized and approved by the Board and which the appropriate officials of the District are hereby authorized to execute. The officers of the District are each hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. Subject to the provisions of Section 12, all matured Bonds presented to the Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be cancelled as provided herein.

The principal or redemption price of the Current Interest Bonds and the Maturity Amount of Capital Appreciation Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, at the corporate trust office of the Registrar. The interest on each Current Interest Bond shall be payable by check on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Current Interest Bond shall be paid upon presentation and surrender of such Bond at the corporate trust office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

Section 10. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than sixty (60) days' written notice to the Registrar, as long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon

the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

Section 11. Special Record Date. If interest on any Current Interest Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner of record of an affected Bond as of the close of business on the Business Day prior to the mailing of such notice.

Section 12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Registrar to the District upon receipt by the Registrar of a written request therefor from the District. The Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

Section 13. Registration, Transfer and Exchange. As long as any Bonds remain Outstanding, the Registrar shall keep the Register at its corporate trust office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within

seventy-two (72) hours after such presentation, a new Bond or Bonds of the same type (Current Interest or Capital Appreciation), registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount (for Current Interest Bonds) or Maturity Amount (for Capital Appreciation Bonds) and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the corporate trust office of the Registrar for a Bond or Bonds of the same type (Current Interest or Capital Appreciation), maturity and interest rate and in any authorized denomination or Maturity Amount, in an aggregate principal amount equal to the unpaid principal amount or Maturity Amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

The Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 14. Book-Entry-Only System. The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 16 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown

in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds.

Except as provided in Section 16 of this Order, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order.

The Pricing Officer is authorized and directed to execute and deliver any agreements, certificates, letters and other instruments (including but not limited to a representation letter) in such form as such official shall approve and deem appropriate to evidence the District's obligations to DTC as securities depository in connection with the delivery of the Bonds and the District's other public securities in book-entry only form.

Section 15. Payments and Notices to Cede & Co.. Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

Section 16. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the District to DTC and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certified Bonds, the District or the Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

Section 17. Mutilated, Lost or Stolen Bonds. Upon the presentation and surrender to the Registrar of a damaged or mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the District and the Registrar.

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

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 18. Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed

upon the making of proper records regarding such payment or redemption. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

Section 19. Redemption Prior to Maturity.

(a) The Bonds shall be subject to redemption as provided in the Pricing Certificate.

(b) Unless otherwise provided in the Pricing Certificate, Bonds may be redeemed only in integral multiples of \$5,000 of principal amount or Maturity Amount, as applicable. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount or Maturity Amount, as applicable, of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 13 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(c) Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each Owner of a Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding are to be redeemed, the numbers of Bonds or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and notice of redemption has been given as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue or compound after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(d) With respect to any optional redemption of the Bonds, unless all prerequisites to such redemption required by this Order and the Pricing Certificate have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed having been received by the Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the

satisfaction of all prerequisites and receipt of such moneys by the Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 20. Forms. The form of the Bonds, including the form of Permanent School Fund Certificate, the Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as shown in Exhibit A hereto, with such additions, deletions and variations, including any insurance legend or statement, as may be necessary or desirable and not prohibited by this Order.

Section 21. Opinion of Bond Counsel; CUSIP. The approving opinion of Orrick, Herrington & Sutcliffe LLP, Austin, Texas, Bond Counsel and CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds.

Section 22. Debt Service Fund; Tax Levy.

(a) A special fund for each series of Bonds (each a "Debt Service Fund") shall be created solely for the benefit of the Bonds of such series and shall be maintained by the District at an official depository bank of the District for as long as the Bonds of such series, or interest thereon, are outstanding and unpaid. Each Debt Service Fund shall be kept separate and apart from all other funds and accounts of the District and shall be used only for paying the principal of and interest on the Bonds of such series. The proceeds from (i) all ad valorem debt service taxes levied, assessed and collected for and on account of the Bonds of each series authorized by this Order and (ii) state aid, if any, that is required by law to be deposited in the Debt Service Fund for each series of Bonds shall be deposited, as collected, in the Debt Service Fund for such series of Bonds. Money on deposit in the Debt Service Fund may, at the option of the District, be invested as permitted under Texas law, provided that all such investments shall be made in such manner that the money will be available at the proper time or times. For purposes of maximizing investment returns, money in each Debt Service Fund may be invested with other money of the District in common investments, or in a common pool of investments, which shall not be deemed to be or constitute a commingling of such money as long as safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Debt Service Fund are held by or on behalf of such Debt Service Fund. Money in each Debt Service Fund for tax-exempt bonds may, to the extent necessary, be used to make any required payments to the federal government

under the Code to assure that interest on the tax-exempt Bonds is excludable from gross income for federal income tax purposes.

(b) During each year while the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax upon all taxable property in the District, without legal limit as to rate or amount, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, provided, however, that the amount of tax levied shall take into account the proceeds of state aid payments, if any, on deposit in the Debt Service Fund. Such taxes are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds and to no other purpose.

(c) Unless the Pricing Certificate provides otherwise, the District hereby appropriates, from current funds on hand and legally available therefor, funds sufficient, when added to the accrued interest received from the sale of the Bonds, to pay the debt service coming due on the Bonds prior to receipt of taxes levied therefor.

Section 23. Sale; Purchase Contract; PSF Guarantee; Bond Insurance; Ratings.

(a) The Bonds of each series shall be sold and delivered to the Purchaser designated in the Pricing Certificate for such series of Bonds, at the price set forth in the Pricing Certificate for such series of Bonds, and in accordance with the terms of the Purchase Contract for such series of Bonds (in the case of a private sale or private placement) or the winning bid (in the case of a public sale), which the Pricing Officer is hereby authorized and directed to execute on behalf of the District. The Pricing Officer and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds of each series.

(b) The Pricing Officer and the District's financial advisor and other consultants are authorized to apply for and pay any costs associated with (i) a guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas and (ii) one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Bonds, which guarantee or insurance shall be specified in the Pricing Certificate; and, any acts of the Pricing Officer relating to applications for any such guarantee or insurance are hereby authorized, approved, ratified and confirmed. The Pricing Certificate may contain provisions related to such bond insurance policies, including payment provisions thereunder, and the rights of the bond insurer(s), and any such provisions shall be read and interpreted as an integral part of this Order. The appropriate officials and representatives of the District are hereby authorized and

directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such guarantee or insurance, and the printing on the Bonds of an appropriate legend or statement regarding such guarantee or insurance, as provided by the Texas Education Agency or a bond insurer for the Bonds, is hereby approved.

(c) The Pricing Officer and the District's financial advisor and other consultants are authorized hereby to take such actions as any such officer, official, advisor or consultant shall approve in seeking ratings on the Bonds from one or more nationally recognized statistical ratings organizations, and such actions taken before the date of this Order are hereby ratified, approved and confirmed.

Section 24. Covenants to Maintain Tax Exempt Status. For any Tax-Exempt Bonds for which the District intends that the interest on the Tax-Exempt Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Tax-Exempt Bonds, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Tax-Exempt Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Tax-Exempt Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Tax-Exempt Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Tax-Exempt Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:

(a) The District will use all of the proceeds of the Tax-Exempt Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the District and (ii) to pay the costs of issuing the Tax-Exempt Bonds. The District will not use any portion of the proceeds of the Tax-Exempt Bonds to pay the principal of or interest or redemption premium on, any other obligation of the District or a related person.

(b) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Tax-Exempt Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Tax-Exempt Bonds will be paid solely from ad valorem taxes collected by the District and investment earnings on such collections.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Tax-Exempt Bonds are delivered, the

District reasonably expects that the proceeds of the Tax-Exempt Bonds will not be used in a manner that would cause the Tax-Exempt Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(e) At all times while the Tax-Exempt Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Tax-Exempt Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Tax-Exempt Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Tax-Exempt Bonds. To the extent necessary to prevent the Tax-Exempt Bonds from constituting “arbitrage bonds,” the District will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Tax-Exempt Bonds to be less than the yield that is materially higher than the yield on the Tax-Exempt Bonds.

(f) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Tax-Exempt Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The District represents that not more than fifty percent (50%) of the proceeds of the Tax-Exempt Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Tax-Exempt Bonds will be used to carry out the governmental purpose of the Tax-Exempt Bonds within the three-year period beginning on the date of issue of the Tax-Exempt Bonds.

(h) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Tax-Exempt Bonds, if any, be rebated to the federal government. Specifically, the District will

(i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Tax-Exempt Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last outstanding Bond is discharged,

(ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the

Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds,

(iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Tax-Exempt Bonds, and

(iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Tax-Exempt Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Tax-Exempt Bonds not been relevant to either party.

(j) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Tax-Exempt Bonds on such form and in such place as the Secretary may prescribe.

(k) The District will not issue or use the Tax-Exempt Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Tax-Exempt Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the District charged with the responsibility for issuing the Tax-Exempt Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Tax-Exempt Bonds and stating whether there are facts, estimates or circumstances that would materially change the District's expectations. On or after the date of issuance of the Tax-Exempt Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the District.

In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Tax-Exempt Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District's representations and obligations under the covenants and provisions of this Section 24 shall survive the defeasance and discharge of the Tax-Exempt Bonds for as long as such matters are relevant to the exclusion of interest on the Tax-Exempt Bonds from the gross income of the owners for federal income tax purposes.

Section 25. Qualified Tax-Exempt Obligations. In the event that the Tax-Exempt Bonds are eligible to be issued as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code, the Pricing Officer is authorized to designate or deem the Tax-Exempt Bonds as "qualified tax-exempt obligations" and, with respect to such designation, the Pricing Officer (acting on behalf of the Board) is authorized to make the following representations, which the Board hereby approves: (a) that during the calendar year in which the Tax-Exempt Bonds are issued, the District (including all entities which issue obligations on behalf of the District) shall not have designated and will not designate obligations, which when aggregated with the Tax-Exempt Bonds, will result in more than \$10 million of "qualified tax-exempt obligations" being issued and (b) that the District has examined its financing needs for the calendar year in which the Tax-Exempt Bonds are issued and reasonably anticipates that the amount of bonds, leases, loans or other obligations, together with the Tax-Exempt Bonds and any other tax-exempt obligations heretofore issued by the District (plus those of all entities which issue obligations on behalf of the District) during the calendar year in which the Tax-Exempt Bonds are issued, when the higher of the face amount or the issue price of each such tax-exempt obligations issued for the calendar year in which the Tax-Exempt Bonds are issued by the District is taken into account, will not exceed \$10 million.

Section 26. Use of Proceeds. Proceeds from the sale of the Bonds of each series shall, promptly upon receipt by the District, be applied in accordance with the provisions set forth in the Pricing Certificate. In addition, in furtherance of the authority conferred by this Order, the Pricing Officer may direct that lawfully available funds of the District be applied (in such amounts as the Pricing Officer shall direct), deposited and invested to effect the purposes of the Bonds and this Order.

Section 27. Continuing Disclosure.

(a) Except as otherwise provided by the Pricing Certificate, the District shall provide annually to the MSRB, (1) within six (6) months after the end of each

fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 30, being the quantitative financial information and operating data with respect to the District, as determined by an Authorized Representative and identified in the Pricing Certificate described in Section 5 of this Order, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, if and when available. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the District shall provide unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year to the MSRB, when and if audited financial statements become available.

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

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's intend website or filed with the SEC.

(b) The District shall notify the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

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

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

(7) Modifications to rights of Bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds; if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the District;

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) The appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clause (12), above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if jurisdiction has been assumed by leaving the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

The District intends the words used in the preceding paragraphs (15) and (16) above and the definition of Financial Obligation in this Order to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall also notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(c) All documents provided to the MSRB pursuant to this Section shall be provided in an electronic format, as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(d) The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

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

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

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

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

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (i) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (ii) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (x) such provisions as so amended and (y) any amendments or interpretations of the Rule.

Section 28. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order and the Purchase Contract, the President, any Vice President and the Secretary of the Board, the Pricing Officer and all other appropriate officers, agents and representatives of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance of the Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests and other documents as may be reasonably necessary to satisfy the District's obligations under the Purchase Contract and this Order and to direct the transfer and application of funds of the District consistent with the provisions of this Order.

Section 29. Order a Contract - Amendments. This Order, together with the Pricing Certificate shall constitute a contract with the Owners from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any

ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Owners who own in the aggregate a majority of the principal amount or, in the case of Capital Appreciation Bonds, Maturity Amount, of the Bonds of any series then Outstanding, amend, add to, or rescind any of the provisions of this Order as it relates to the Bonds of such series; provided that, without the consent of all Owners of Outstanding Bonds of any series affected thereby, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, Maturity Amount of or interest on the Bonds of such series, reduce the principal amount or Maturity Amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, Maturity Amount, premium, if any, or interest on the Bonds of such series, (ii) give any preference to any Bond of such series over any other Bond of such series, or (iii) reduce the aggregate principal amount or Maturity Amount of Bonds of such series required to be held by Owners of Bonds of such series for consent to any such amendment, addition, or rescission.

Section 30. Offering Materials. The Pricing Officer is hereby authorized to approve, in the name and on behalf of the District, in connection with the sale of each series of Bonds, the preparation and distribution of (a) a Preliminary Official Statement and a final Official Statement relating to the Bonds of each series to be used by the Purchaser in connection with the marketing and public offering of the Bonds of such series or (b) such other informational materials as shall be determined by the Pricing Officer to be necessary and appropriate in connection with the private placement of the Bonds with one or more qualified institutional buyers, accredited investors or financial institutions. In addition, the Pricing Officer is authorized to deem the Preliminary Official Statement “final” for purposes of the Rule. In the event the Bonds are sold pursuant to a public sale, the Pricing Officer is hereby authorized to approve, in the name and on behalf of the District, in connection with the sale of the Bonds, the preparation and distribution of a Notice of Sale. The Pricing Officer and other appropriate officials of the District are hereby authorized to sign such Official Statement and/or to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds of such series.

Section 31. Power to Revise Form of Documents. Notwithstanding any other provision of this Order (and in addition to such revisions, additions, deletions, or variations as may be approved by the Pricing Officer), the President or any Vice President of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the President or any Vice President, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas.

Section 32. Permanent School Fund Guarantee Program. In the event that payment of the principal of and interest on the Bonds is guaranteed by the Permanent School Fund of the State of Texas, the District covenants to comply timely with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the

State Board of Trustees relating to such guarantee. Upon defeasance of the Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the District is unable to pay the principal of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.

Section 33. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 34. Defeasance. Except as otherwise provided in the Pricing Certificate, the District may defease the provisions of this Order and discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including (but not limited to) by depositing with the Registrar or with the Comptroller either:

(a) cash in an amount equal to (i) the principal amount of and interest on the Current Interest Bonds to the date of maturity or earlier redemption, if any, and/or (ii) the Maturity Amount of the Capital Appreciation Bonds, or

(b) pursuant to an escrow or trust agreement, cash and/or Defeasance Securities, the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of (A) the principal of and interest on the Current Interest Bonds to the date of maturity or earlier redemption, if any, and (B) the Maturity Amount of the Capital Appreciation Bonds;

provided, however, that if any of such Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Order. Upon such deposit, such Bonds shall no longer be regarded to be outstanding or unpaid. Any surplus amount not required to accomplish such defeasance shall be returned to the District.

Section 35. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District or the Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

District: Hays Consolidated Independent School District
21003 Interstate 35 Frontage Road
Kyle, TX 78640-4745
Attention: Superintendent

Registrar: The address specified in the Paying Agent/Registrar Agreement.

Section 36. Legal Holidays. In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or the date fixed for redemption of any Bonds or a Record Date shall be in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the District a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the last business day of that calendar month.

Section 37. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

Section 38. Effective Date. This Order shall be in full force and effect from and upon its adoption.

Section 39. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 40. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

[Signature Page Follows]

PASSED AND APPROVED this June 27, 2022.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

Exhibit A — Form of Pricing Certificate (including Form of Bond)

EXHIBIT A

FORM OF PRICING CERTIFICATE

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 20__**

THIS PRICING CERTIFICATE is executed as of _____, 20__ by the [_____] of the Hays Consolidated Independent School District (the "District") pursuant to the authorization contained in an order of the Board of Trustees, acting as the governing body of the District, adopted on June 27, 2022 (the "Order"), authorizing the issuance of the captioned series of bonds and delegating to the undersigned the authority to agree to and stipulate certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Pricing Certificate shall have the meanings assigned to them in the Order.

- 1. Principal Amount, Maturity Amount Numbers, Interest Rates, Interest Payment Dates and Maturities. The Bonds shall be designated as the "Hays Consolidated Independent School District Unlimited Tax School Building Bonds, Series 20__," dated _____, 20__ and issued in the total authorized principal amount of \$_____ [consisting of \$_____ issued as Current Interest Bonds and \$_____ issued as Capital Appreciation Bonds]. The Bonds shall be issued as [Tax-Exempt/Taxable] Bonds. The Issuance Date shall be _____, 20__.

The [Current Interest Bonds] shall bear interest at the rates set forth below from their [dated date/date of their initial delivery], or the most recent interest payment date to which interest has been paid or duly provided for, calculated on the basis of a 360 day year of twelve 30 day months. The [Capital Appreciation Bonds] shall bear interest at the rates set forth below from their date of initial delivery calculated on the basis of a 360 day year of twelve 30 day months. The Bonds shall be in denominations of principal amount or Maturity Amount of \$5,000 or integral multiples thereof. The Interest Payment Dates for the [Bonds][Current Interest Bonds] shall be each _____ and _____ commencing _____, 20__, until maturity or prior redemption; and, the Record Date shall be the last business day of the month next preceding each Interest Payment Date.

The [Bonds][Current Interest Bonds] shall mature on the dates and in the amounts set out in the following schedule:

<u>Bond</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
<u>Number</u>	(_____)		

[The Capital Appreciation Bonds shall mature on _____ in each of the years and in the amounts set out in the following schedule:

Bond Number	Maturity ()	Principal Amount	Yield	Maturity Amount
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Interest on the Capital Appreciation Bonds will accrete from the date of their initial delivery, will compound semiannually on _____ and _____, commencing _____, 20__, and will be payable only upon maturity.]

2. Redemption.

(a) Optional. The Bonds maturing on and after _____, 20__ are subject to optional redemption, in whole or, from time to time, in part on _____, 20__, or any date on or after, at a redemption price of par plus accrued interest thereon. [The Bonds are not subject to redemption prior to maturity.]

(b) Mandatory. The Current Interest Bonds maturing in the years _____ and _____ will be issued as term bonds and shall be subject to the following mandatory redemption requirements:

TERM BONDS MATURING _____, 20__

Mandatory Redemption Date ()	Principal Amount	Redemption Price
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TERM BONDS MATURING _____, 20__

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

- (c) Selection of Bonds for Redemption. Bonds may be redeemed only in integral multiples of \$5,000 of principal amount or Maturity Amount, as appropriate. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount or Maturity Amount, as appropriate, of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 13 of the Order, shall authenticate and deliver in exchange therefor a Bond or Bonds of like type, maturity and interest rate in an aggregate principal amount or Maturity Amount, as appropriate, equal to the unredeemed portion of the Bond so surrendered.

3. Sale of Bonds; Purchase Price. The sale of the Bonds to _____ (the "Purchaser") by [private sale][private placement][public sale], at the purchase price of \$_____, is hereby approved. It is hereby found and declared that the sale of the Bonds pursuant to the [Purchase Contract][winning bid] at such price is on the best terms and at the best prices reasonably obtainable by the District. The Bonds shall be initially registered in the name of the Purchaser.

Proceeds from the sale of the Bonds shall be applied as follows:

- (i) An amount equal to accrued interest on the Current Interest Bonds, if any, shall be deposited into the Debt Service Fund;
- (ii) Proceeds in the amount of \$_____ (consisting of \$_____ principal amount of the Bonds and \$_____

of premium) shall be applied for the purposes set forth in Section 2(a) of the Order;

- (iii) Proceeds in the amount of \$_____ (consisting of \$_____ principal amount of the Bonds and \$_____ of premium) shall be applied for the purposes set forth in Section 2(b) of the Order;
- (iv) Proceeds in the amount of \$_____ (consisting of \$_____ principal amount of the Bonds and \$_____ of premium) shall be applied for the purposes set forth in Section 2(c) of the Order;
- (v) Proceeds in the amount of \$_____ (consisting of premium) shall be applied to pay expenses arising in connection with the issuance of the Bonds; and
- (vi) Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund and used to pay debt service on the Bonds.

- 4. Form of Bond. Pursuant to Section 5 of the Order, the Form of Bond as set forth in Exhibit A hereto is hereby approved and supersedes the Form of Bond set forth in the Order.
- 5. Pursuant to Sections 2 and 5 of the Order, the undersigned hereby further finds and determines that:
 - (a) the aggregate principal amount of the Bonds used for the purposes set forth in subsections 2(a) and 2(b) of the Order (together with any net premium received by the District on the sale of the Bonds and used for the purposes set forth in subsections 2(a) and 2(b) of the Order) equals \$_____, which does not exceed \$182,234,892.00; and
 - (b) the price to be paid for the Bonds is not less than 90% of the aggregate principal amount of the Bond.
- 6. After issuance of the Bonds, there will remain \$_____ of authorized but unissued bonds (consisting of \$_____ for the purposes set forth in Section 2(a) of the Order, \$_____ for the purposes set forth in Section 2(b) of the Order, and \$_____ for the purposes set forth in Section 2(c) of the Order) pursuant to the authority of the Elections.
- 7. Pursuant to Section 27 of the Order, the District shall provide updated financial information and operating data to the MSRB each year as provided in the Order and described in Exhibit B hereto.

8. Offering Materials. Pursuant to Section 30 of the Order, [the Official Notice of Sale and] the Preliminary Official Statement are hereby ratified and approved. The Preliminary Official Statement is hereby deemed final as of its date (subject to permissible omissions described in Rule 15c2-12) within the meaning of the provisions of 17 C.F.R § 250.15c2-12(b)(1), and the preparation and distribution of the final Official Statement in the reoffering of the Bonds by the Purchaser is hereby approved.
9. _____ is selected to serve as Paying Agent/Registrar for the Bonds.
10. The undersigned hereby finds, determines and declares, that in accordance with the requirements of the Order, this Pricing Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained therein.

<EXECUTION PAGE FOLLOWS>

WITNESS MY HAND this _____, 20__.

Pricing Officer

EXHIBIT A TO THE PRICING CERTIFICATE
FORM OF CURRENT INTEREST BOND

United States of America
State of Texas

NUMBER
¹R-
REGISTERED

PRINCIPAL AMOUNT
\$ _____
REGISTERED

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND
SERIES 20_

²INTEREST RATE: _____ % ²MATURITY DATE: _____, _____ ISSUANCE DATE: _____ DATED DATE: _____ ²CUSIP: _____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

³HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the corporate trust office of _____, or its successor (the "Registrar"), the Principal Amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Issuance] Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this bond is payable semiannually on _____ and _____ of each year until maturity, beginning _____, _____, by check mailed to the Registered Owner of record as of the last business day of the month next preceding each interest payment date, to the address of such owner as shown on the books of registration kept

- _____
- 1 Initial Current Interest Bond shall be numbered T-I.
 - 2 Omitted from the Initial Current Interest Bond.
 - 3 The first sentence of the Initial Current Interest Bond shall read as follows:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, promises to pay to the Registered Owner identified above, or registered assigns, on the maturity dates specified below, upon presentation and surrender of this Bond at the corporate trust office of _____ or its successor (the "Registrar"), the principal amounts set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Pricing Certificate], payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Issuance] Date specified above, or the most recent interest payment date to which interest has been paid or duly provided for.

by the Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Bond at the corporate trust office of the Registrar.

THIS BOND is one of a duly authorized issue of bonds, dated _____, 20__ aggregating \$_____ (the "Bonds") issued for the purposes of [the design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, and the purchase of new school buses], as described in an order adopted by the Board of Trustees of the District on June 27, 2022 (the "Order"), including paying the costs of issuance of the Bonds, all pursuant to the authority of the Constitution and laws of the State of Texas, particularly Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, elections held in the District on May 1, 2021 and May 7, 2022, and Chapter 1371, Texas Government Code, as amended. [The Bonds are issued as Bonds in the aggregate principal amount of \$_____ that pay interest semiannually until maturity (the "Current Interest Bonds") and Bonds in the aggregate principal amount of \$_____ that pay interest only at maturity (the "Premium Capital Appreciation Bonds"). This Bond is a Current Interest Bond.]

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem prior to maturity the Current Interest Bonds maturing on or after _____, 20__, in whole or in part, on _____, 20__ or on any date thereafter, at a price equal to par plus accrued interest to the date of redemption.

THE BONDS MATURING ON _____ IN THE YEARS 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity in the following amounts (subject to reduction as hereinafter provided), on the following dates, in whole or in part, at a price equal to the principal amount thereof plus accrued interest thereon to the redemption date, without premium:

Term Bonds Due _____ 20__	Term Bonds Due _____ 20__
Year	Year
Principal Amount	Principal Amount
\$	\$

(maturity)

(maturity)

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District by the principal amount of any Term Bonds of the stated maturity which, at least 45 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying

Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered owner of a Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Registrar at the close of business on the business day next preceding the date of mailing. When Bonds or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless all prerequisites to such redemption required by the Order have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on this Bonds having been received by the Registrar prior to the giving of notice of redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem this Bond and the Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that this Bond has not been redeemed.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THE REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto

or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

(SEAL)

HAYS CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT

[Vice] President, Board of Trustees

[Assistant] Secretary, Board of Trustees

rehabilitation, renovation, expansion, improvement and equipment of school buildings in the District, the purchase of the necessary sites for school buildings, and the purchase of new school buses], as described in an order adopted by the Board of Trustees of the District on June 27, 2022 (the "Order"), including paying the costs of issuance of the Bonds, all pursuant to the authority of the Constitution and laws of the State of Texas, particularly Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended, elections held in the District on May 1, 2021 and May 7, 2022, and Chapter 1371, Texas Government Code, as amended. [The Bonds are issued as Bonds in the aggregate principal amount of \$_____ that pay interest semiannually until maturity (the "Current Interest Bonds") and Bonds in the aggregate principal amount of \$_____ that pay interest only at maturity (the "Premium Capital Appreciation Bonds"). This Bond is a Capital Appreciation Bond.]

[THIS BOND is not subject to redemption prior to maturity.]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the corporate trust office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Registrar for bonds in the maturity amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed, or placed in facsimile, on this bond.

(SEAL)

HAYS CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT

[Vice] President, Board of Trustees

[Assistant] Secretary, Board of Trustees

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price (all per \$5,000 of Maturity Amount), together with the yield to maturity are as follows. Accreted Values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

Form of Registration Certificate
OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts of the
State of Texas

(SEAL)

FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Order described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

[_____]
as Paying Agent/Registrar

By: _____
Authorized Signature _____
Date of Authentication: _____

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please printer type name, address, and zip code & Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____
Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

[FORM OF PERMANENT SCHOOL FUND CERTIFICATE]

In the event that payment of the principal of and interest on the Bonds is guaranteed by the Permanent School Fund of the State of Texas, a statement substantially to the following effect shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Hays Consolidated Independent School District of its Unlimited Tax School Building Bonds, Series 20____, dated _____ 20____ in the principal amount of \$_____ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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

Commissioner of Education
State of Texas

EXHIBIT B TO PRICING CERTIFICATE

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 27 of the Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The financial statements of the District appended to the Official Statement as Appendix ____, but for the most recently concluded fiscal year.
2. The information of the general type in the Official Statement under Tables ____ through ____.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

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

Date: June 27, 2022

Procurement: Child Nutrition Large Equipment - Amundsen

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. Scope of Options Reviewed:

Bid #26-042202VL

Length of Contract: The is a one-year contract through 05/06/2023

Campuses benefiting from the purchase/installation of the referenced large kitchen equipment are:

- Blanco Vista Elementary
- Camino Real Elementary
- Carpenter Hill Elementary
- Elm Grove Elementary
- Fuentes Elementary
- Hemphill elementary
- Negley Elementary
- Pfluger Elementary
- Science Hall Elementary
- Tobias Elementary
- Tom Green Elementary
- Uhland Elementary

- Barton Middle School
- Chapa Middle School
- Simon Middle School
- Wallace Middle School

- Hays High School
- Johnson High School
- Lehman High School

D. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Child Nutrition
 From public -

E. Administrative Recommendation:

The administration recommends approval of the purchase of large kitchen equipment from Amundsen.

F. Fiscal Impact and Cost: Total Amount: \$826,956.97
 Budget – General Operating Fund Bond Grant/Special Funds Other _____
Prior Year Spending – N/A
Future/Ongoing – This procurement will be a one-time purchase.

G. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action – Michael Thibodeaux
Evaluation method and time line -
Next report to the board -

H. Suggested Motion:
I move that the Board approve the purchase of large kitchen equipment from Amundsen in the amount of \$826,956.97 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 2022

Subject: Consideration and Possible Approval of a Construction Contract for the Science Hall Kiln Room.

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe, comfortable facilities for students, staff and guests.

D. Summary:

Previous board action relating to this item:

Future action anticipated:

Background information:

Science Hall does not have a dedicated kiln room. This building feature was added to subsequent schools of this prototype. We have verified there are no other kilns in the district without a dedicated kiln room.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:
 From public –

F. Administrative Recommendation:

The administration recommends approval of the construction proposal from Alpha Building Corporation for the Science Hall Elementary Kiln Room and architect fees from O'Connell Robertson.

G. Fiscal Impact and Cost:

Amount: \$82,036

Budget 2021 Bond Grant/Special Funds: Other

Construction	\$73,246
Architect	\$5,127
FFE	\$0
Infrastructure and Fees	\$0
Project Contingency	\$3,662
Total	\$82,036

Prior Year Spending – not applicable

Future/Ongoing – not applicable

H. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action: Max Cleaver

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move the Board approve a construction contract for the Science Hall Kiln Room with Alpha Building Corporation in the amount of \$73,246 plus contingency, for a construction cost not to exceed \$76,908, and architect fees from O'Connell Robertson, for a total project cost not to exceed \$82,036, as presented.

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

Date: June 27, 2022

Subject: Gunn Auto Group – Multi-Passenger Vehicle Purchase for CTE

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed: The purpose of this agenda is to procure two multi-passenger vehicles for CTE travel to transport students to Career & Technology Student Organization competitions and field trips.

D. Summary:

Previous board action relating to this item

Future action anticipated

Background information – We need more CTE vehicles. When we got the two CTE trucks, we only had the two high schools. We now have the three high schools plus six middle schools with CTE classes and have more and more students going to competition which is part of 100% Hays. Getting rental cars is very expensive and almost impossible at times. In the past we have had the problem that no rental cars are available anytime Austin had a big event in town such as F1, SXSW or ACL.

E. Scope of Options Reviewed:

Buyboard Cooperative Contract #601-19

This is a one-year contract with no options to renew after November 30, 2022.

F. Comments Received:

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

G. Administrative Recommendation:

The administration recommends approval of the purchase of two multi-passenger vehicles from Gunn Auto Group.

H. Fiscal Impact and Cost: Total Amount: \$102,730

Budget – General Operating Fund Bond Grant/Special Funds Other

Prior Year Spending – This is a one time spend.

Future/Ongoing – N/A

I. Suggested Motion:

I move that the Board approve the purchase of two multi-passenger vehicles from Gunn Auto Group for a Total Cost of \$102,730 as presented.

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

Date: June 27, 2022

Subject: Contract for Scoreboard Wiring at Shelton Stadium

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 clean, safe facilities

D. Summary:

Previous board action relating to this item:

Future action anticipated:

Background information:

Electrical work was not included in the previous Board approval for the new scoreboard at Shelton Stadium. Staff recommends Cabling and Wireless Solutions of Central Texas (CWS) for this work due to their experience with this type of project.

E. Scope of Options Reviewed:

TIPS/TAPS #210303, #200203

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:
 From public –

G. Administrative Recommendation:

Approve electrical work at Shelton Stadium to support the scoreboard installation.

H. Fiscal Impact and Cost:

Amount: \$69,601

Budget 2021 Bond Grant/Special Funds : Other

Construction (VCR Now)	\$697,091
Engineering and Geotech: included with Contingency	\$0
FFE	\$0
Infrastructure and Fees: TBD	\$0
Electric Work (CWS)	\$69,601
Project Contingency (10%): flagpoles, engineering, geotech, control room HVAC, fencing, travel for training	\$69,709
Total	\$836,401

Prior Year Spending – not applicable

Future/Ongoing – not applicable

I. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action: Max Cleaver

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move the Board approve a construction contract with Cabling and Wireless Solutions of Central Texas (CWS), in the amount of \$69,601, for scoreboard wiring at Shelton Stadium as presented.

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

Date: June 27, 2022

Subject: Consideration of an Electrical Utility Easement for the Pedernales Electrical Cooperative (PEC) at the Beacon Hill Operations Facility

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 clean and safe facilities.

D. Summary:

Previous board action relating to this item:

Future action anticipated:

Background information:

PEC is requesting an electrical utility easement, as shown on the attached diagram, in order to provide pole mounted security lights at the Beacon Hill Operations Facility.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:
 From public

F. Administrative Recommendation:

Grant an easement to PEC to provide security lighting.

- Advantages/benefits of this proposal -
- Expected results in terms of student benefit/achievement -
- Possible problems or disadvantages of this proposal -
- Affect of this action on other parts of the system -
- Consequences of not approving recommendation -

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

Budget 2021 Bond Grant/Special Funds : Other

Prior Year Spending – not applicable

Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move the Board approve an electrical utility easement to Pedernales Electric Cooperative at The Hays CISD Beacon Hill Operations Facility, as presented.

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

**RESOLUTION OF June 27, 2022
PEDERNALES ELECTRICAL COOPERATIVE UTILITY
EASEMENT**

Whereas, the Pedernales Electrical Cooperative, Inc. (the “PEC”) has requested a utility easement (the “Utility Easement”) across a portion of the District’s property described 10.632 acres of land, more or less, out of the Gervais Survey, Hays County, Texas, said parcel being more particularly described in Warranty Deed, Volume 1245, Page 190 of the Official Public Records of Hays County, Texas, Texas; and,

Whereas, the Electrical Easement is attached as Exhibit 1 to this Resolution; and,

Whereas, the Board of Trustees finds that the real property interests described in the Utility Easement attached as Exhibit 1 are not necessary for the operation of the District and are surplus; and,

Whereas, the PEC has the power of eminent domain; and,

Whereas, the Board of Trustees finds that the appraised value of said property to be received in exchange for the easement rights is acceptable;

It is therefore RESOLVED:

- 1, That Vanessa Petrea, in her capacity as Board President, is hereby authorized to execute on behalf of the district the Utility Easement in substantially the same form as the attached Exhibit 1.
2. That all persons are entitled to rely upon an original or copy of this Resolution as evidence of the acceptance and authority granted herein;

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Hays Consolidated Independent School District during a properly called and noticed meeting on _____, 2022. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this _____ day of _____, 2022.

Esperanza Orosco
Secretary, Board of Trustees

UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF _____

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

That _____, by
(Company Name)

and through _____, in the capacity of _____, and
(Printed Name) (Title)

not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in _____ County, Texas, to-wit:

Being _____ acres of land, more or less, out of the _____ Survey,

Abstract No. _____, in _____ County, Texas, as described on instrument (Deed)

recorded in Volume/Document No _____, Page _____, in the Official

Property Records of _____ County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, or as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this _____ day of _____, 20_____.

(Printed Corporate or Business Name)

By: _____
(Printed General Partner or Manager Name)

(Signature)

(NOTARIZE ON BACK)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, acting on behalf of _____
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 20_____.

Notary Public in and for
The State of Texas

Please Return to:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 2022

Subject: 2022 Bond Project – Elementary School 16 (Negley ES Relief School) Enhanced Schematic Design and Design Development

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:

Deliver timely, cost effective facilities.

D. Summary:

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

The 2022 Bond contains provisions for the construction of Elementary School #16 located in the Anthem Subdivision, which has been referred to as the Negley Relief School.

The project included a 24% inflation factor suggested by the Association of General Contractors, based on the school being delivered and opened two years later than the Sunfield Elementary School prototype.

The initial construction estimate was approximately 60% over budget. After the first round of value engineering the construction estimate was approximately 40% over budget, and after additional value engineering the construction estimate is approximately 36% over budget. The project as a whole is approximately 2.7% over budget.

The Huckabee documents accompanying this agenda item demonstrate additional concepts to bring the project into budget.

Staff recommends approval of a deficit enhanced SD & DD construction estimate with the understanding that there are multiple ways to bring this project into budget including square footage reductions and a commitment to purchase FFE over time as the school grows.

Tentatively, staff will present this informational item to the FBOC on June 23, 2022.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Campus Staff
 From public -

F. Administrative Recommendation:
 Consideration and approval of the design-to-date for this project.

G. Fiscal Impact and Cost: Amount: See information below.
 Budget Bond 2022 Grant/Special Funds Other _____

ES 16 to relieve NES	Original Estimate	SD
Construction	\$39,581,436	\$44,759,440
Architect	\$89,793	\$426,364
FFE	\$2,770,700	\$3,133,161
Infrastructure and Fees	\$1,187,443	\$1,342,783
Project Contingency	\$4,640,671	-\$1,391,705
	\$48,270,043	\$48,270,043

Construction Estimate Includes:	
Contractor Cont.	\$447,594
Owner Cont.	\$447,594
Sub-total	\$895,188
Design Cont.	\$895,189
Escalation	\$2,685,566
Sub-total	\$3,580,755
Grand Total	\$4,475,943

Prior Year Spending – Not applicable
 Future/Ongoing -

H. Monitoring and Reporting Time Line:
 Person responsible for evaluating this decision or action: Max Cleaver
 Evaluation method and time line:
 Next report to the board:

Date	Action
October 2022 (Tentative)	Board consideration of DD/CD
March 2023	Board Consideration of guaranteed maximum price (GMP)

I. Suggested Motion:
 I move the Board approve the enhanced schematic design and design development for the 2022 Bond Project Elementary School 16 (Negley Relief School), designed by Huckabee Architects, as presented.

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

Date: June 27, 2022

Subject: Consideration and possible approval 2022-2023 Hays CISD Board Meeting Calendar

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

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Adoption of 2022-2023 Hays CISD Board Meeting Calendar

D. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other _____

From public -

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

E. Administrative Recommendation:

The administration recommends the board approve the 2022-2023 Hays CISD Board Meeting Calendar, as presented.

F. Suggested Motion

I move that the Board approve the 2022-2023 Hays CISD Board Meeting Calendar, as presented.

**2023-2023 Hays CISD Board of Trustees
Meeting Schedule**



August 22, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
August 29, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

September 19, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
September 26, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

October 17, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
October 24, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

November 14, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

December 12, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

TUESDAY, January 17, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
January 23, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

February 13, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
TUESDAY, February 21, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

March 27, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

April 17, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
April 24, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

May 15, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
May 22, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

TUESDAY, June 20, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
June 26, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

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

Date: June 20, 2022

Subject: TASB Pay System 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 (DC Legal & Local); DP (Legal & Local) Law or Rule N/A

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).

Compensation systems that are equitable, reflect best practice, and respond to changes in the compensation market play a critical role in our recruiting efforts and staff retention.

D. Summary:

Previous board action relating to this item –

Future action anticipated -

Background information – The Board approved the 21-22 Compensation Plan on June 24, 2021 following a pay study analysis of compensation needs within Hays CISD. TASB supported the district in a pay study analysis in 2021.

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other

F. Administrative Recommendation: N/A – Information Only

Advantages/benefits of this proposal – Some of the benefits of the TASB review include 1. Addressing pay compression created by increases in the minimum wage in Hays CISD to \$14.03 2. Providing pay adjustments for employees who have fallen below the market by 10% or more 3. Providing pay adjustments for employees who have moved from the teacher pay scale to the Academic Professional pay grade (e.g. Asst. Principals) to ensure that they do not make less than what a teacher with the same degree and experience would make. These strategic adjustments help to ensure that Hays CISD maintains a competitive edge with the job salary market and ultimately benefit our employees.

Consequences of not approving recommendation – Compensation has the potential to positively or negatively affect job satisfaction resulting in either retention or attrition.

G. Fiscal Impact and Cost: Amount: TBD

Budget

Bond

Grant/Special Funds

Other _____

Prior Year Spending - \$ _____

Future/Ongoing –

H. Monitoring and Reporting Timeline:

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

Evaluation method and timeline – Human Resources

Next report to the board – As needed.

I. Suggested Motion:

N/A – For Information Only

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

Date: June 20, 2022

Subject: DEC (LOCAL) Policy Revision (Payment of local leave days for non-retirement separation from Hays CISD)
– First Reading

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. Summary:

Previous board action relating to this item – The Board previously adopted changes to DEC (LOCAL) and DEAA (Local) in January 2022.

Future action anticipated -

Background information - Revisions to this local policy are guided by a focus on creating an employee friendly work environment and being the employer of choice. Prior board policy provided opportunity for employees to be paid for accrued local days upon separation from the district under certain conditions. In January, the policy was changed to provide compensation for accrued leave as a retirement incentive only.

The Board is asked to consider providing pay for a maximum of 60 days of accrued local days to all employees who separate from the district and meet certain conditions regardless of their intention to retire. Employees will be eligible for payment of accumulated local leave at an established rate if the separation from employment is voluntary, the employee provides advance written notice of intent to separate from employment per policy, and the employee has at least five years of service with the District.

D. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Legal Counsel and TASB

E. Administrative Recommendation:

Advantages/benefits of this proposal – Revisions to Policy DEC (Local) will address limitations in the eligibility to receive compensation of accrued local leave upon separation, regardless of the employee's intention to retire

Consequences of not approving recommendation – Employees who separate from the district will not be compensated for their accrued local days.

F. Fiscal Impact and Cost: Amount: TBD (based on actual usage)

Budget

Bond

Grant/Special Funds

Other

Prior Year Spending - \$ _____

Future/Ongoing -

G. Monitoring and Reporting Timeline:

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

Evaluation method and timeline – The policy will be effective immediately following Board approval.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Regular Employee

A "regular employee" is not employed on a temporary or nonstandard hourly basis and shall work for at least 50 percent of the normal scheduled workweek for the position.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death.

Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

Annual Use

No more than ten personal leave days, including any combination of state personal leave and local leave, shall be used in a school year.

Local Leave

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

**Catastrophic Leave
Bank**

The District shall establish a catastrophic leave bank that employees may join through contribution of local leave. The catastrophic leave bank provides local leave days that are in addition to the established five local leave days per school year [see Local Leave, above]. Employees who request and receive local days from the catastrophic leave bank must exhaust those days before requesting the establishment of a sick leave pool [see Sick Leave Pool, below].

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the catastrophic leave bank that address the following:

1. Membership in the catastrophic leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the catastrophic leave bank;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

3. The maximum number of days per school year a member employee may receive from the catastrophic leave bank;
4. The committee or administrator authorized to consider requests for leave from the catastrophic leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the catastrophic leave bank.

Appeal

An employee may appeal a decision regarding the catastrophic leave bank in accordance with DGBA(LOCAL).

Sick Leave Pool

The sick leave pool provides additional local leave days beyond the established five local leave days per school year. [See Local Leave, above]. An employee who has exhausted all paid leave, including any applicable compensatory time or catastrophic leave bank days, and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.

The number of days an employee may donate shall not be limited unless the donation would result in the donor having fewer than ten days. No donation may result in an employee having fewer than nine available local days, state days, or a combination thereof. If an employee has ten days available (local days, state days, or a combination thereof) and wishes to donate, the employee is limited to a donation of one day.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Short-Term Leave

The District provides short-term leave to regular employees who do not meet the eligibility requirement of twelve-months of employment with the District under the Family and Medical Leave Act (FMLA). Short-term leave is intended to provide a benefit for those newly hired employees not yet eligible for FMLA leave. Employees who have been employed with the District for at least

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

	12 months are not eligible for short-term leave. [See DECA(LEGAL)].
Eligibility	An employee must have worked a minimum of 30 days in the employee's current work calendar or in the twelve months preceding the request for short-term leave.
Pay Status	Short-term leave is unpaid leave. The District shall require the employee to use any available paid leave, including any compensatory time, concurrently with short-term leave.
Qualifying Reason	Qualifying reasons for purposes of short-term leave shall be consistent with those of FMLA leave. [See DECA(LEGAL)].
Leave Length and Reinstatement	Short-term leave is defined as unpaid leave that does not exceed 60 workdays from the last day worked. Short-term leave shall be used concurrently with extended leave [see Extended Leave below]. Employees who return to work at the end of the approved period of short-term leave shall be returned to the same or substantially same position held prior to the leave.
Return to Work	Employees who do not return to work on exhaustion of short-term leave shall not be guaranteed a return to their former position but shall be placed in the first available position for which they are qualified. An employee returning from short-term leave shall provide, before resuming work, a fitness-for-duty certification (medical release) from the employee's health-care provider to human resources.
Extended Leave	The District provides extended leave to regular employees who do not meet the eligibility requirements as stated under temporary disability leave. [See Temporary Disability Leave below]
Eligibility	An employee must have worked a minimum of 30 days in the employee's current work calendar or in the twelve months preceding the request for extended leave.
Pay Status	Extended leave is unpaid leave. The District shall require the employee to use any available paid leave, including any compensatory time, concurrently with extended leave.
Qualifying Reason	For purposes of extended leave, an employee must suffer from a severe condition or combination of conditions affecting the mental or physical health of the employee that require the services of a licensed practitioner for a prolonged period of time. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave Length and Reinstatement	Extended leave is defined as unpaid leave. The maximum length of extended leave shall be 180 calendar days. Extended leave shall run concurrently with short-term leave. Extended leave is available only on a continuous basis and shall not be approved on an intermittent basis.
Return to Work	An employee returning from extended leave for his or her own serious health condition shall provide, before resuming work, a fitness-for-duty certification (medical release) from the employee's health-care provider to human resources.
Family and Medical Leave	FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable. <hr/> Note: See DECA(LEGAL) for provisions addressing FMLA. <hr/>
Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.
Combined Leave for Spouses	When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

Temporary disability leave is unpaid leave. The District shall require the employee to use temporary disability leave concurrently with paid leave, including any compensatory time, and short-term leave or FMLA leave.

An employee shall notify the Superintendent or designee of a desire to return to active duty no later than the 30th day before the expected date of return. The notice must be accompanied by a physician's statement indicating the employee's fitness-for-duty. The employee may be required to provide another fitness-for-duty certification prior to returning to duty.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Civic Leave

Court Appearances

Absences due to compliance with a valid subpoena, for jury duty, or for naturalization proceedings or processes shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment for
Accumulated Leave
Upon Retirement**

An eligible employee may receive payment for accumulated leave upon retirement from the District. For provisions addressing eligibility for this payment, see DEAA(LOCAL).

**Payment for
Accumulated Leave
Upon Separation
(non-retirement)**

The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program.

Payment for Accumulated Leave Upon Separation (non-retirement) shall be retroactive to January 1, 2022.

An employee who separates from employment (non-retirement) with the District shall be eligible for payment for accumulated local leave under the following conditions:

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

1. The employee's separation from employment is voluntary, i.e., the employee is resigning and is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to separate from employment. Employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least five years of service with the District.

The employee shall receive payment for each day of accumulated local leave for which there is an equal number of state leave days, to a maximum of 60 days, at a rate established by the Board. If the employee is reemployed with the District, local days for which the employee received payment shall not be available to that employee.

The following rates established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

<u>Employee</u>	<u>Rate</u>
<u>Professional</u>	<u>\$100 per day</u>
<u>Paraprofessional</u>	<u>\$50 per day</u>
<u>Auxiliary</u>	<u>\$50 per day</u>

**Neutral Absence
Control**

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an at-will employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. A contract employee's failure to return to duty after exhausting all available leave may be considered good cause for termination or grounds for nonrenewal. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

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

Date: June 27, 2022

Subject: Review of 2022-2023 Budget Calendar Timeline for 2022-2023

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

Hays Consolidated Independent School District 2022 – 2023 Budget Calendar

July 2022

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

August 2022

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 27, 2022

Subject: May 31, 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: June 27, 2022

Monthly Financial Highlights

- The monthly Financial Reports represent financial data through May 31, 2022.
- The cash and investment balances of all funds at month end totals \$178,732,539.87. The Capital Projects Fund makes up the largest portion of the total with \$74,441,499.02 or roughly 41.65%.
- Through the end of the month (11/12 or 91.67% of the budget year):
 - The General Fund has collected \$165,346,411.57 (80.41% of its budgeted revenue) and has spent \$184,955,960.35 (86.67% of its budgeted expenditures). The *estimated* ending fund balance through the month of May 2022 is \$52,145,328.11.
 - The Child Nutrition fund has collected \$13,851,144.81 (121.75% of its budgeted revenue) and has spent \$8,748,827.08 (76.90% of its budgeted expenditures).
 - The Debt Service fund collected \$55,921,089.88 (97.50% 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 15th and August 15th.
 - The Capital Project funds have expenditures of \$54,264,141.26 in the current fiscal year through the month of May 2022 and have collected \$155,565.38 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 \$16,492,926.43 and total expenditures are \$16,492,926.43.
- Current Tax collections for the month of May 2022 totaled \$527,105.14 representing .34% of the levy collected during the month. Approximately 98.65% of the total levy has been collected through the end of May 2022. In comparison, 97.53% of the total levy was collected through the end of May 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



May 31, 2022

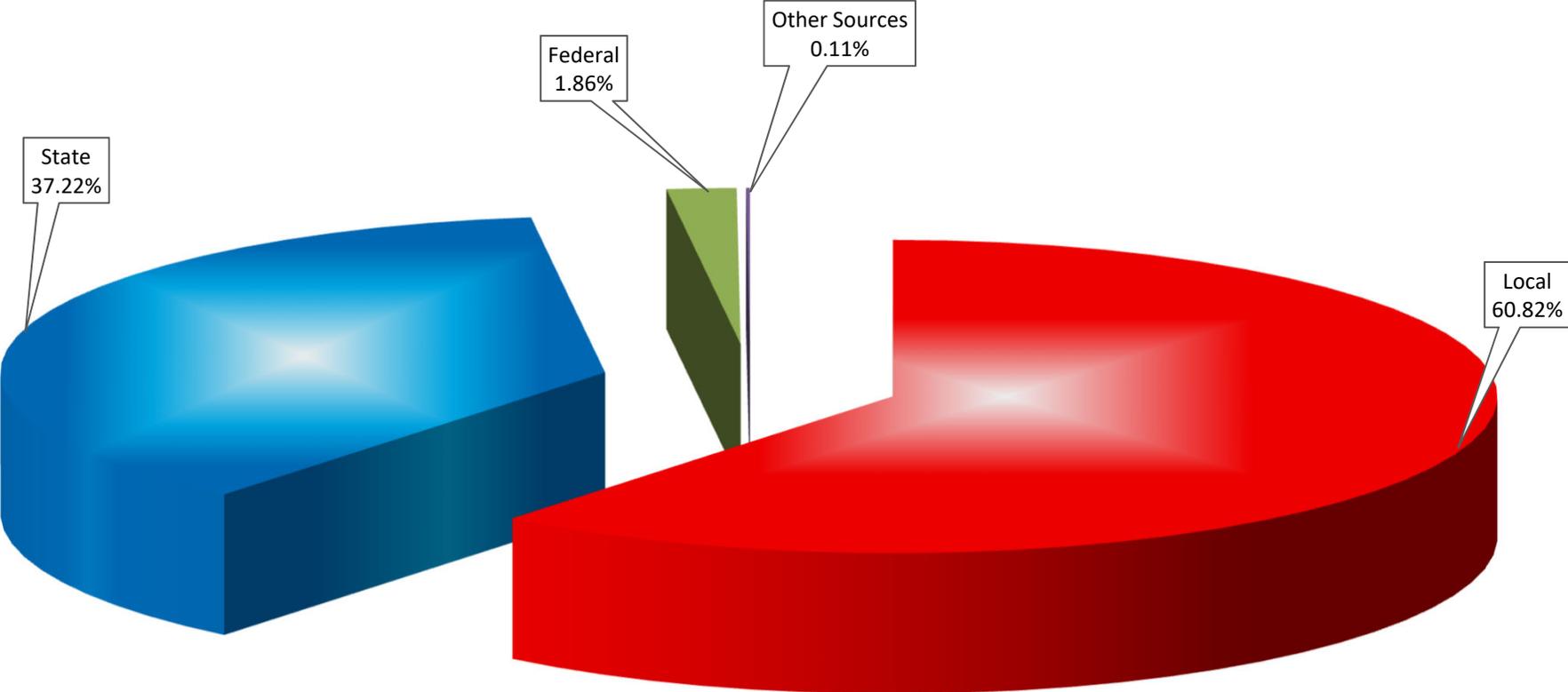
Hays Consolidated Independent School District
Combined Balance Sheet
for the Month Ending May 31, 2022
(Un-Audited)

	<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>
Assets:						
Cash and Cash Equivalents	\$ 10,778,124.78	\$ 43,704.34	\$ 4,070.24	\$ 3,495,288.38	\$ (6,972,653.38)	\$ 7,348,534.36
Current Investments	60,167,169.88	5,222,637.46	31,552,699.15	74,441,499.02	-	171,384,005.51
Total Cash and Investments	\$ 70,945,294.66	\$ 5,266,341.80	\$ 31,556,769.39	\$ 77,936,787.40	\$ (6,972,653.38)	\$ 178,732,539.87
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	1,469,197.95	-	-	-	7,137,333.68	8,606,531.63
Due from other Governments	353,421.33	-	32,928.16	-	394,879.57	781,229.06
Accrued Interest	-	-	-	-	-	-
Due from Other Funds	5,483.46	3,203,943.84	-	1,093.38	-	3,210,520.68
Other Receivables	9,604.35	-	-	-	-	9,604.35
Total Receivables	\$ 3,295,249.99	\$ 3,203,943.84	\$ 773,375.02	\$ 1,093.38	\$ 7,532,213.25	\$ 14,805,875.48
Inventories	-	155,216.69	-	-	-	155,216.69
Prepaid Items	5,954,481.19	500.00	-	-	-	5,954,981.19
Other Current Assets	\$ 5,954,481.19	\$ 155,716.69	\$ -	\$ -	\$ -	\$ 6,110,197.88
Total Current Assets	\$ 80,195,025.84	\$ 8,626,002.33	\$ 32,330,144.41	\$ 77,937,880.78	\$ 559,559.87	\$ 199,648,613.23
Liabilities and Fund Balance:						
Current Liabilities						
Accounts Payable	\$ 60,500.52	\$ -	\$ -	\$ 1,598,364.56	\$ 5,697.95	\$ 1,664,563.03
Other Liabilities	170,147.26	-	-	-	-	170,147.26
Payroll Deductions and Withholdings	1,948,298.31	-	-	-	-	1,948,298.31
Accrued Wages Payable	15,141,091.15	369,968.60	-	-	-	15,511,059.75
Due to Other Funds	4,382,334.46	218.52	9.40	-	74.25	4,382,636.63
Due to State Agencies	-	-	-	-	-	-
Due to other Governments	13,824.00	-	-	-	-	13,824.00
Due to Student Groups	302,509.21	-	-	-	-	302,509.21
Deferred Revenues	4,573,449.92	283,443.75	-	-	553,787.67	5,410,681.34
Deferred Inflows	1,457,542.90	-	740,446.86	-	-	2,197,989.76
Total Liabilities	\$ 28,049,697.73	\$ 653,630.87	\$ 740,456.26	\$ 1,598,364.56	\$ 559,559.87	\$ 31,601,709.29
Fund Balance/Equity						
Reserved/Designated Fund Balance	-	2,260,576.64	29,506,217.01	12,593,339.24	-	44,360,132.89
Current Year Revenues less						
Expenditures/Expenses	(19,609,548.78)	5,102,317.73	\$ 2,083,471.14	(23,316,480.15)	-	(35,740,240.06)
Reserved Fund Balance for Current Year						
Encumbrances (POs)	3,246,230.34	609,477.09	\$ -	87,062,657.13	-	90,918,364.56
Unreserved Fund Balance/Fund Equity	\$ 68,508,646.56	-	-	-	-	68,508,646.56
Total Fund Balance/Equity	\$ 52,145,328.11	\$ 7,972,371.46	\$ 31,589,688.15	\$ 76,339,516.22	\$ -	\$ 168,046,903.94
Total Liabilities and Fund Equity	\$ 80,195,025.84	\$ 8,626,002.33	\$ 32,330,144.41	\$ 77,937,880.78	\$ 559,559.87	\$ 199,648,613.23

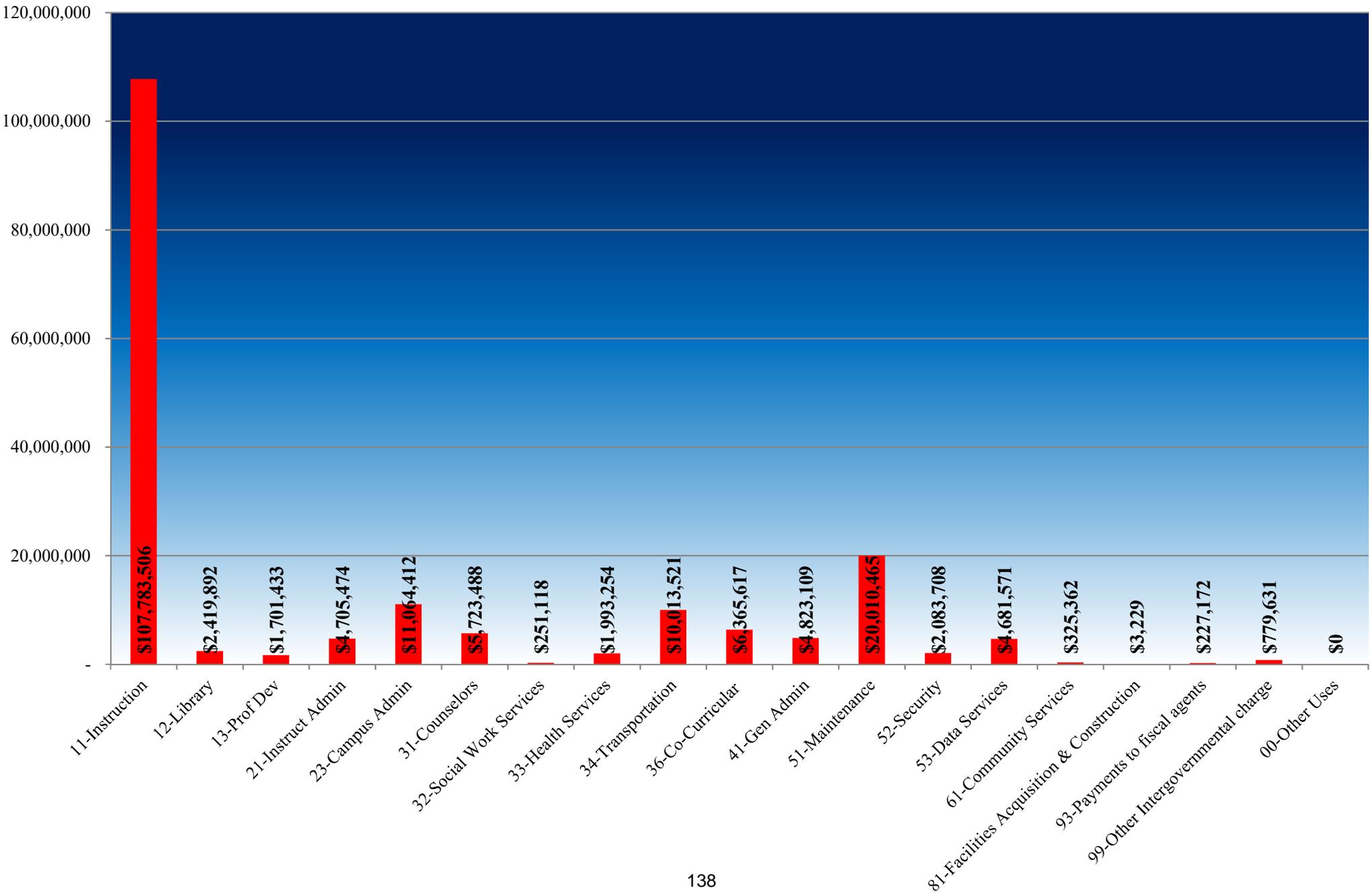
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - General Fund
for the Month Ending May 31, 2022
(Un-Audited)

	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>
Revenues:						
Local	\$ 88,370,713.06	\$ 102,840,161	\$ 105,849,454	\$ 100,561,318.92	(5,288,135.08)	95.00%
State	67,216,941.69	95,549,500	95,549,500	61,536,171.44	(34,013,328.56)	64.40%
Federal	2,638,264.01	2,900,000	4,067,543	3,073,043.20	(994,499.80)	75.55%
Other Sources	64,943.94	-	165,777	175,878.01	10,101.01	106.09%
Total Revenues	\$ 158,290,862.70	\$ 201,289,661	\$ 205,632,274	\$ 165,346,411.57	\$ (40,285,862.43)	80.41%
Expenditures and Other Uses:						
11-Instruction	104,258,901.20	121,273,641	122,668,561	107,783,506.13	14,885,054.87	87.87%
12-Library	2,380,751.24	2,761,977	2,763,769	2,419,892.21	343,876.79	87.56%
13-Prof Dev	1,053,955.07	1,782,392	1,758,960	1,701,433.08	57,526.92	96.73%
21-Instruct Admin	3,946,842.05	4,838,114	5,014,962	4,705,473.75	309,488.25	93.83%
23-Campus Admin	10,751,286.00	12,597,004	12,636,758	11,064,411.71	1,572,346.29	87.56%
31-Counselors	5,590,795.27	6,624,986	6,691,664	5,723,488.17	968,175.83	85.53%
32-Social Work Services	241,975.55	288,612	288,612	251,118.42	37,493.58	87.01%
33-Health Services	2,010,623.25	2,395,541	2,386,442	1,993,254.14	393,187.86	83.52%
34-Transportation	9,007,650.02	11,117,747	11,263,336	10,013,521.38	1,249,814.62	88.90%
36-Co-Curricular	4,966,631.98	6,342,176	8,031,694	6,365,616.59	1,666,077.41	79.26%
41-Gen Admin	4,397,286.01	5,586,601	5,624,561	4,823,108.64	801,452.36	85.75%
51-Maintenance	17,959,033.43	21,120,510	24,550,527	20,010,464.56	4,540,062.44	81.51%
52-Security	1,092,367.45	2,616,970	2,627,313	2,083,707.58	543,605.42	79.31%
53-Data Services	4,753,984.77	5,050,588	5,122,936	4,681,570.53	441,365.47	91.38%
61-Community Services	220,820.73	238,624	237,624	325,361.59	(87,737.59)	136.92%
81-Facilities Acquisition & Construction	300,341.57	-	527,691	3,228.50	524,462.50	0.61%
93-Payments to fiscal agents	302,404.95	400,000	227,200	227,172.00	28.00	99.99%
99-Other Intergovernmental charge	943,346.34	975,000	975,000	779,631.37	195,368.63	79.96%
00-Other Uses	-	-	-	-	-	NA
Total Expenditures and Other Uses	\$ 174,178,996.88	\$ 206,010,483	\$ 213,397,610	\$ 184,955,960.35	\$ 28,441,649.65	86.67%
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ (15,888,134.18)	\$ (4,720,822)	\$ (7,765,336)	\$ (19,609,548.78)		
Fund Balance July 1, 2021 - (Audited)		\$ 71,754,876.89	\$ 71,754,876.89	\$ 71,754,876.89		
Fund Balance Ending - Monthly Reporting Period		\$ 67,036,054.89	\$ 63,989,540.89	\$ 52,145,328.11	\$ (11,844,212.78)	

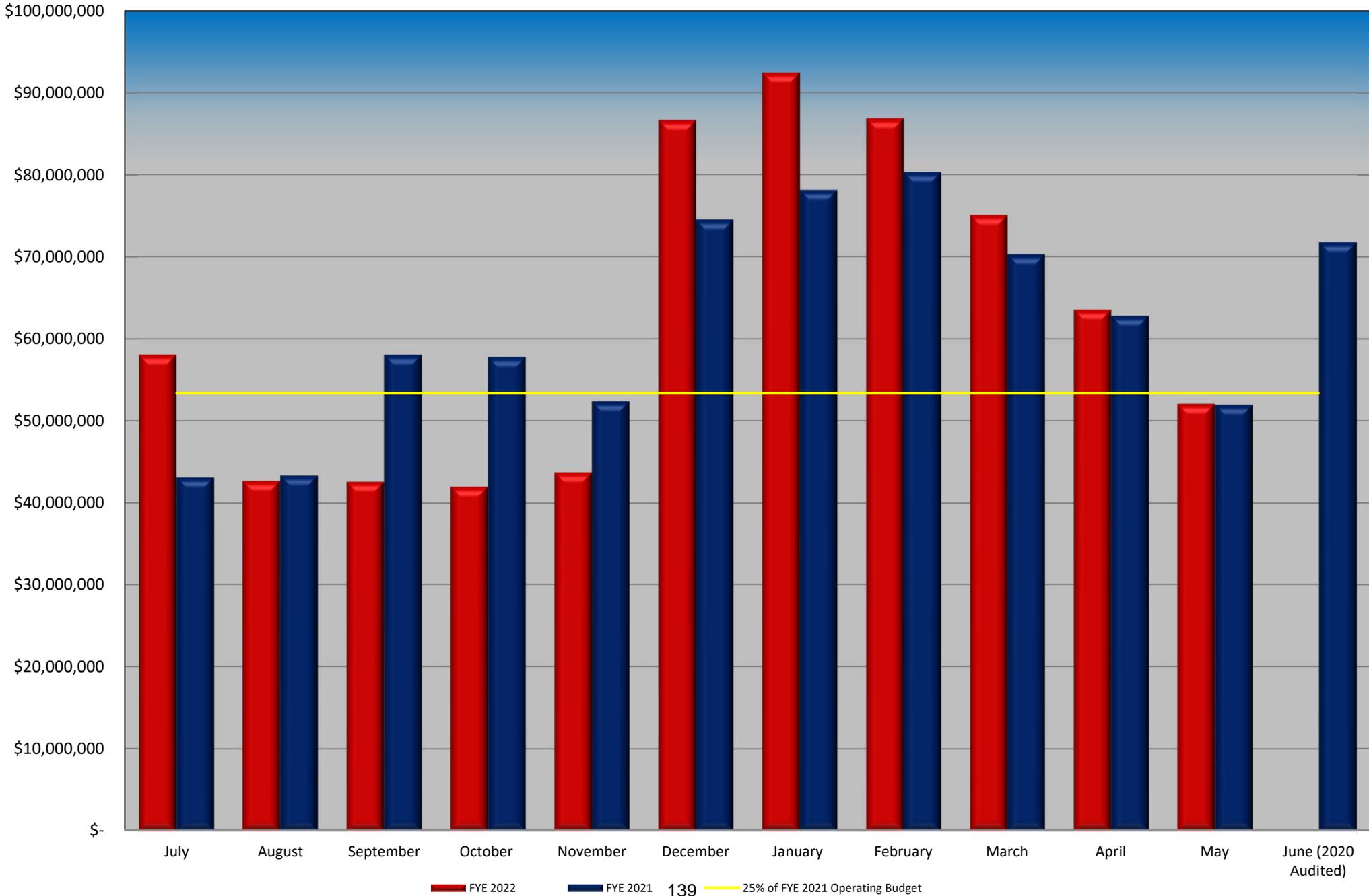
General Fund Revenues Collected to Date



General Fund Expenditures to Date



General Fund Balance by Reporting Month



Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Child Nutrition Fund
for the Month Ending May 31, 2022
(Un-Audited)

	CHILD NUTRITION 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>
<i>Revenues and Other Resources:</i>						
Local	\$ 461,738.00	\$ 3,786,628	\$ 3,786,628	\$ 1,082,942.81	\$ (2,703,685.19)	28.60%
State	55,577.26	45,000	45,000	20,781.42	(24,218.58)	46.18%
Federal	5,278,702.52	7,545,186	7,545,186	12,747,420.58	5,202,234.58	168.95%
Other sources	-	-	-	-	-	NA
Total Revenues and Other Resources	\$ 5,796,017.78	\$ 11,376,814	\$ 11,376,814	\$ 13,851,144.81	\$ 2,474,330.81	121.75%
<i>Expenditures and Other Uses:</i>						
35-6100 Payroll	3,458,628.05	5,194,736	5,194,736	3,785,981.77	1,408,754.23	72.88%
35-6200 Professional and Contracted Services	576,680.35	904,618	904,618	776,061.99	128,556.01	85.79%
35-6341 Food Supplies	1,800,145.27	4,155,089	4,155,089	3,754,572.69	400,516.31	90.36%
35-6342 Non-Food Supplies	179,870.29	291,845	291,845	303,599.35	(11,754.35)	104.03%
35-6344 USDA Commodities	-	471,868	471,868	-	471,868.00	0.00%
35-6349 Miscellaneous Supplies	40,762.01	178,310	178,310	16,787.49	161,522.51	9.41%
35-6300 Supplies & Materials	77,850.95	88,004	88,004	65,179.26	22,824.74	74.06%
35-6400 Food Service Other Operating Expenses	7,406.29	92,344	92,344	46,644.53	45,699.47	50.51%
35-6600 Food Service Capital Expenses	105,394.45	-	-	-	-	NA
Total Expenditures	\$ 6,246,737.66	\$ 11,376,814	\$ 11,376,814	\$ 8,748,827.08	\$ 2,627,986.92	76.90%
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ (450,719.88)	\$ -	\$ -	\$ 5,102,317.73		
Fund Balance July 1, 2021 - (<u>Audited</u>)		2,870,053.73	2,870,053.73	2,870,053.73		
Fund Balance Ending - Monthly Reporting Period		\$ 2,870,053.73	\$ 2,870,053.73	\$ 7,972,371.46	\$ 5,102,317.73	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Debt Service Fund
for the Month Ending May 31, 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>
Revenues:						
Local Revenue						
Taxes, Current Year Levy	46,888,216.28	\$ 56,782,902	\$ 56,782,902	54,580,450.73	\$ (2,202,451.27)	96.12%
Taxes, Prior Year	418,047.46	350,000	350,000	463,371.13	113,371.13	132.39%
Penalties, Interest and Other Tax Revenues	240,882.35	225,000	225,000	233,109.70	8,109.70	103.60%
Earnings from Investments	14,675.18	-	-	35,478.07	35,478.07	NA
Miscellaneous Revenue	62,056.52	-	-	6,970.25	6,970.25	NA
Local Revenue	\$ 47,623,877.79	\$ 57,357,902	\$ 57,357,902	\$ 55,319,379.88	\$ (2,038,522.12)	96.45%
State Revenue						
Additional State Aid for Homestead Exemption	\$ 613,352.00	\$ -	\$ -	\$ 601,710.00	601,710.00	NA
State Revenue	\$ 613,352.00	\$ -	\$ -	\$ 601,710.00	\$ 601,710.00	NA
Other Sources						
Operating Transfer In	\$ 1,103,413.39	\$ -	\$ -	\$ -	-	NA
Other Sources	\$ 1,103,413.39	\$ -	\$ -	\$ -	\$ -	NA
Total Revenue	\$ 49,340,643.18	\$ 57,357,902.00	\$ 57,357,902.00	\$ 55,921,089.88	\$ (1,436,812.12)	97.50%
Expenditures:						
71-6511 Bond Principal	24,983,781.24	38,303,562	38,303,562	34,875,000.00	3,428,562.00	91.05%
71-6521 Interest on Bonds	18,003,369.48	19,019,340	19,019,340	18,942,149.74	77,190.26	99.59%
71-6599 Other Debt Service Fees	32,941.00	35,000	35,000	20,469.00	14,531.00	58.48%
Total Expenditures	\$ 43,020,091.72	\$ 57,357,902	\$ 57,357,902	\$ 53,837,618.74	\$ 3,520,283.26	93.86%
Excess of Revenues						
Over (Under) Expenditures	\$ 6,320,551.46	\$ -	\$ -	\$ 2,083,471.14		
Fund Balance July 1, 2021 - (Audited)		\$ 29,506,217.01	\$ 29,506,217.01	\$ 29,506,217.01		
Fund Balance Ending - Monthly Reporting Period		\$ 29,506,217.01	\$ 29,506,217.01	\$ 31,589,688.15	\$ 2,083,471.14	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Capital Project Funds
for the Month Ending May 31, 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>
<i>Revenues and Other Resources:</i>					
Local	\$ 390.79	\$ 238.74	\$ 19,119.48	\$ 135,816.37	\$ 155,565.38
State	-	-	-	-	-
Other sources	-	-	-	125,000,000.00	125,000,000.00
Total Revenues and Other Resources	\$ 390.79	\$ 238.74	\$ 19,119.48	\$ 125,135,816.37	\$ 125,155,565.38
<i>Expenditures and Other Uses:</i>					
6100 Payroll	-	-	-	-	-
6200 Professional and Contracted Services	-	-	11,636.90	-	11,636.90
6300 Supplies and Materials	-	-	443,347.34	25,689.34	469,036.68
6400 Other Operating Expenses	-	-	-	600.00	600.00
6600 Capital Outlay	-	445,666.25	6,244,596.65	54,237,851.92	60,928,114.82
8000-Other Uses	-	-	-	-	-
Total Expenditures	\$ -	\$ 445,666.25	\$ 6,699,580.89	\$ 54,264,141.26	\$ 61,409,388.40
Excess of Revenues and Other Resources					
Over (Under) Expenditures and Other Uses	\$ 390.79	\$ (445,427.51)	\$ (6,680,461.41)	\$ 70,871,675.11	\$ 63,746,176.98
Fund Balance July 1, 2021 - (<i>Audited</i>)	\$ 200,058.73	\$ 445,427.51	\$ 16,923,734.81	\$ (4,975,881.81)	\$ 12,593,339.24
Fund Balance Ending - Monthly Reporting Period	\$ 200,449.52	\$ -	\$ 10,243,273.40	\$ 65,895,793.30	\$ 76,339,516.22

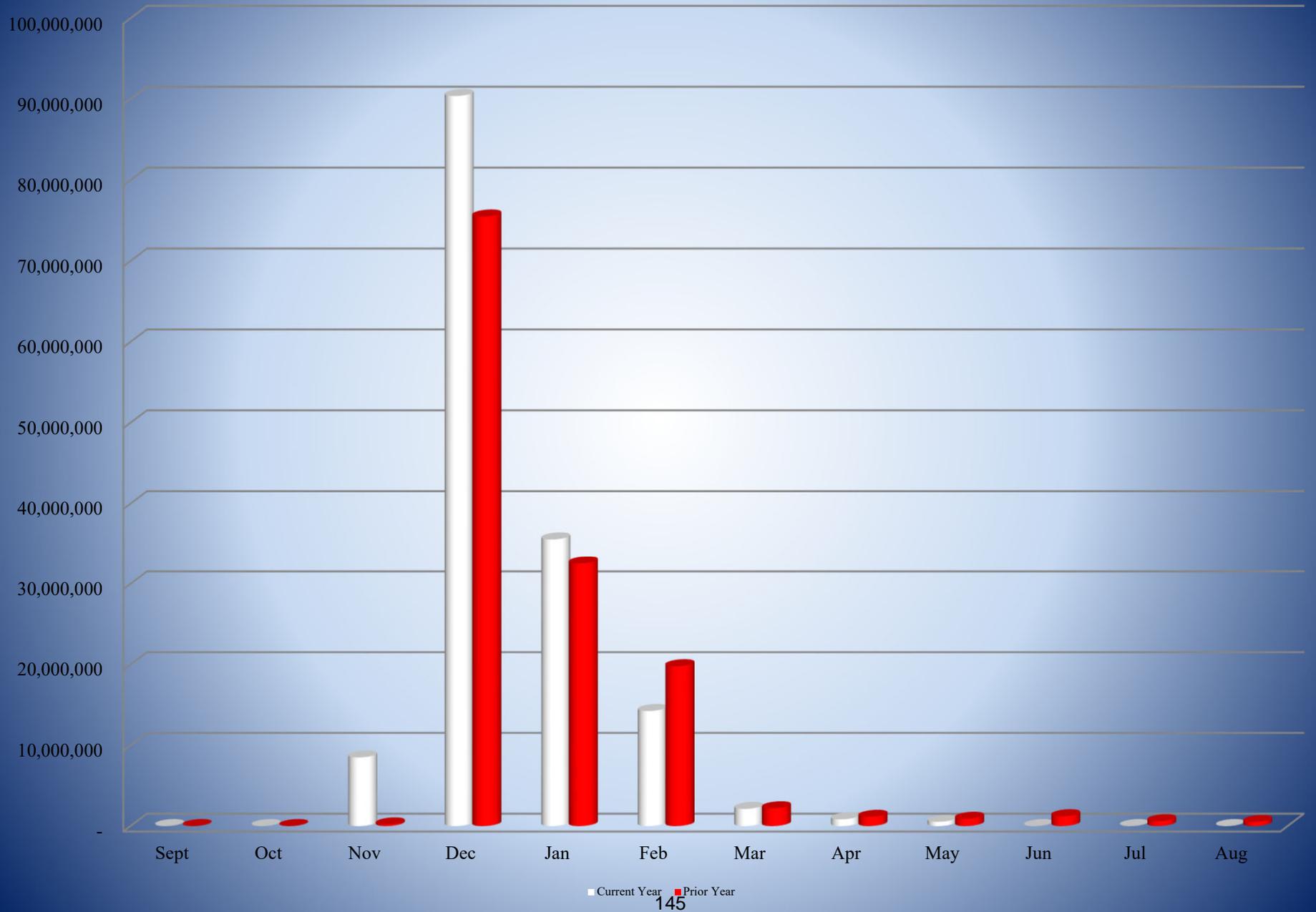
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds (Grants)
for the Month Ending May 31, 2022
(Un-Audited)

	SPECIAL REVENUE FUNDS					
	<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>
Revenues:						
Local	\$ 41,750.00	\$ 1,000	\$ 263,855	\$ 95,857.47	\$ (167,997.53)	36.33%
State	1,938,279.91	1,678,535	5,132,949	4,229,659.49	(903,289.51)	82.40%
Federal	6,283,988.36	23,771,185	25,689,841	12,167,409.47	(13,522,431.53)	47.36%
Total Revenues	\$ 8,264,018.27	\$ 25,450,720	\$ 31,086,645	\$ 16,492,926.43	\$ (14,593,718.57)	53.05%
Expenditures:						
6100 Payroll	6,320,818.62	24,330,588	20,230,051	8,030,582.30	12,199,468.70	39.70%
6200 Professional and Contracted Services	659,162.55	430,400	1,967,134	934,337.05	1,032,796.95	47.50%
6300 Supplies and Materials	1,751,495.98	648,732	7,370,316	6,456,363.92	913,952.08	87.60%
6400 Other Operating Expenses	208,733.11	41,000	726,709	282,554.64	444,154.36	38.88%
6600 Capital Outlay	120,063.25	-	792,435	789,088.52	3,346.48	99.58%
Total Expenditures	\$ 9,060,273.51	\$ 25,450,720	\$ 31,086,645	\$ 16,492,926.43	\$ 14,593,718.57	53.05%
Excess of Revenues						
Over (Under) Expenditures	\$ (796,255.24)	\$ -	\$ -	\$ -	\$ -	
Fund Balance July 1, 2021 - (<u>Audited</u>)		\$ -	\$ -	\$ -	\$ -	
Fund Balance Ending - Monthly Reporting Period		\$ -	\$ -	\$ -	\$ -	

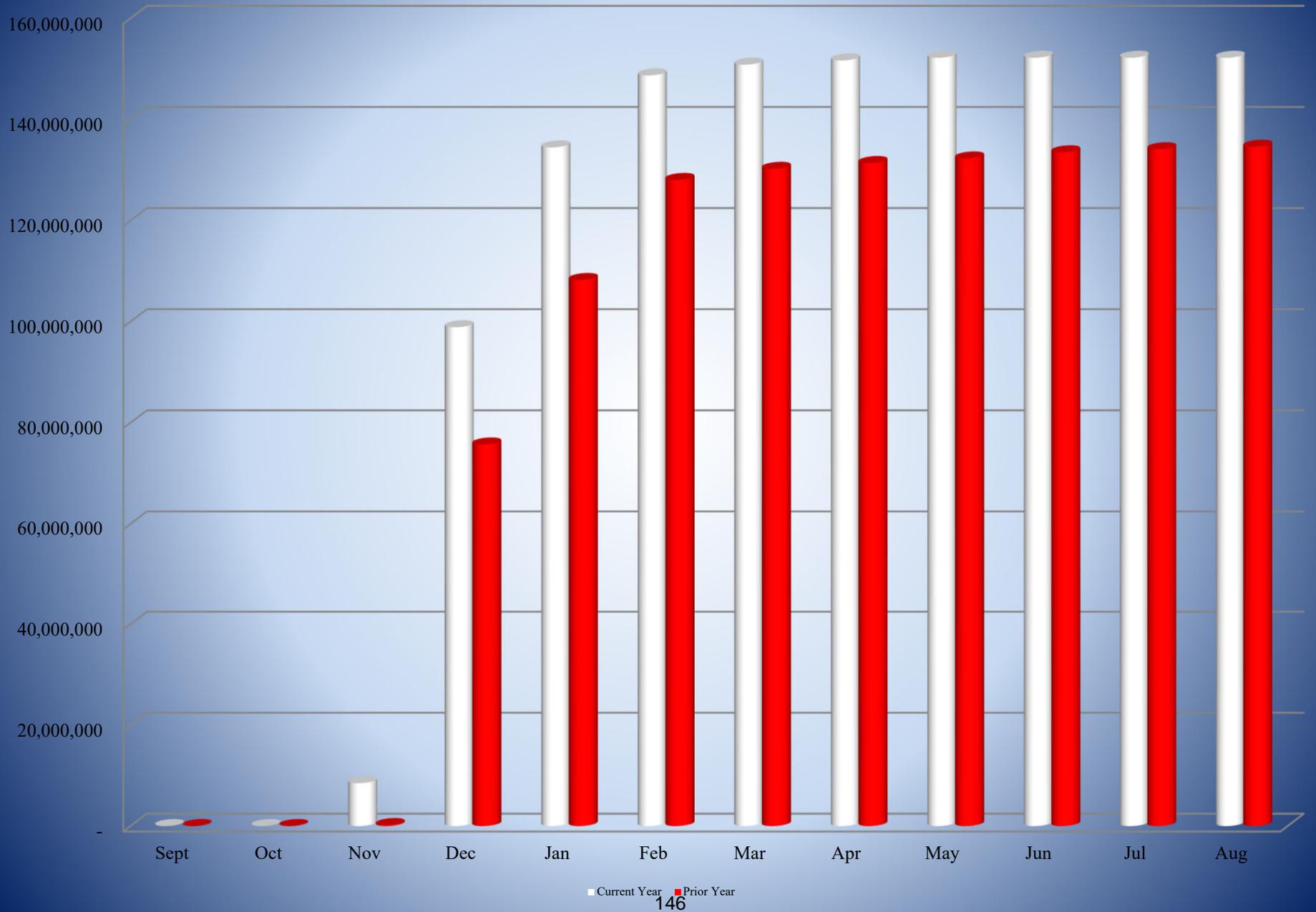
Hays Consolidated Independent School District
Monthly Tax Collection Report
for the Month Ending May 31, 2022

	Prior Year 2020 - 2021				Current Year 2021 - 2022			
	<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>
<u>Current Month Tax Collections:</u>								
5711 Taxes-Current Year Tax Levy	\$ 581,531.45	\$ 319,186.83	\$ 900,718.28	0.66%	\$ 338,159.21	\$ 188,945.93	\$ 527,105.14	0.34%
5712 Taxes-Delinquent Collections	\$ 26,008.15	\$ 12,726.97	\$ 38,735.12		\$ 67,215.79	\$ 34,794.17	\$ 102,009.96	
5719 Penalties and Interest	\$ 64,390.42	\$ 34,372.35	\$ 98,762.77		\$ 39,106.57	\$ 21,115.04	\$ 60,221.61	
Total Current Month Collections	\$ 671,930.02	\$ 366,286.15	\$ 1,038,216.17		\$ 444,481.57	\$ 244,855.14	\$ 689,336.71	
<u>Fiscal Year to Date Collections:</u>								
5711 Taxes-Current Year Tax Levy	\$ 85,381,689.99	\$ 46,888,216.28	\$ 132,269,906.27	97.53%	\$ 97,608,347.74	\$ 54,580,450.73	\$ 152,188,798.47	98.65%
5712 Taxes-Delinquent Collections	\$ 848,366.12	\$ 418,047.46	\$ 1,266,413.58		\$ 900,535.23	\$ 463,371.13	\$ 1,363,906.36	
5719 Penalties and Interest	\$ 464,253.30	\$ 240,882.35	\$ 705,135.65		\$ 438,486.74	\$ 233,136.31	\$ 671,623.05	
Total Revenue Collected	\$ 86,694,309.41	\$ 47,547,146.09	\$ 134,241,455.50		98,947,369.71	55,276,958.17	154,224,327.88	
Total Budgeted Tax Revenue (Current, Delinquent, Penalty & Interest)	\$ 86,187,397.00	\$ 43,715,670.00	\$ 129,903,067.00		\$ 100,750,161.00	\$ 57,357,902.00	\$ 158,108,063.00	
Percentage of Budget Collected	100.59%	108.76%	103.34%		98.21%	96.37%	97.54%	

Month to Date Tax Collections Current Levy



Year to Date Tax Collections Current Levy



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

Date: June 27, 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.
 - Board Members will adhere to deadlines and parameters of the Board agenda/event calendar.

- ▶ Timely Notification and Information
 - Board Members shall be notified of a meeting at least 72 hours prior to a regular meeting, workshop or special meeting, and at least one hour prior to an emergency meeting.
 - Typically, information will be provided to each Board Member via electronic or hard copy delivery. Questions regarding supporting documents should be directed to the Superintendent.
 - Copies of the agenda, for non-emergency meetings, shall be available for the Board Members requesting a copy no later than 5:00 p.m. on Wednesday prior to the Agenda Workshop Meeting.

- Board members will attempt to have all questions regarding agenda items submitted to the Superintendent by 5:00 p.m. on Friday prior to the Board Agenda Workshop Meeting. The Superintendent and his Cabinet will make every attempt to communicate the answers to the questions to Board Members prior to the Monday meeting with a copy of the questions and answers included in the dais folders.

- ▶ Open and Closed Session Format
 - Every Board Meeting will begin at the designated posted time and reconvene at the posted time.
 - Closed Session items for which there is a corresponding action item to be considered during the Open Session of the meeting will be scheduled prior to the beginning of the Open Session. The Board President and Superintendent shall, to the extent possible, allocate sufficient time to complete Closed Session discussion prior to the beginning of the Open Session.
 - If more Closed Session discussion is needed, the Presiding Officer shall announce that it is necessary for the Board to reconvene in Closed Session.
 - The Presiding Officer shall state publicly that any action, if taken, will be conducted in Open Session following the Public Comment portion of the meeting; or, if appropriate, that no action will then be taken.

- ▶ Consent Agenda
 - The consent agenda includes items of routine and/or recurring nature, grouped together under one action item.
 - The consent agenda shall be limited to:
 - > Routine Personnel
 - > Minutes
 - > Finance Report
 - > Budget Amendments
 - > Routine Contracts/Agreements
 - > Routine Procurements
 - > Acceptance of Gifts
 - > Acceptance of Grants
 - > Other items agreed to by the Board
 - Background material for each consent agenda item shall be furnished to the Board in the meeting's supporting documents.
 - All consent agenda items shall be acted upon by one vote without separate discussion.
 - A Board Member may request that an item be withdrawn for individual consideration.

- ▶ Meeting Dates
 - The Superintendent will develop a Board calendar that will include regular and workshop meeting dates of the Board of Trustees.
 - Generally, unless otherwise scheduled by a consensus of the Board, regular Board Business Meetings will be held on the fourth Monday of every month except July. An agenda review session in the form of a workshop may be held the week

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

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

Conducting Board Meetings

▶ Quorum

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

▶ Closed Sessions

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

▶ Public Participation at Board Meetings

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

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

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

Board Workshops

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

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

Board Committees (Ref Policy BDB)

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

District- and Campus-Level Committees

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

Electing Board Officers (Ref Policy BDAA)

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

ANNUAL EVALUATIONS

Superintendent Evaluation (Ref Policy BJCD, BJCF, BJA)

- ▶ The Superintendent evaluation instrument will be updated and approved annually after the Board goal setting workshop session.

- ▶ Three formative evaluations will be conducted annually in closed sessions at the Board Agenda Workshops, in February, August and November. New Board members will receive training on how to evaluate the superintendent prior to the first formative dialogue session.

- ▶ A summative evaluation will be conducted in closed session annually in May.
 - This closed session shall be on a date separate from the regular monthly Board Agenda Workshop or Board Meeting.
 - This session may include a discussion of the Superintendent's contract.

- ▶ The Board will use the approved evaluation instrument for the summative evaluation. A copy of the evaluation document will be completed in advance by each Board Member and brought with the Board Member to a special closed session meeting. After coming to a consensus on each evaluated item, the Board shall prepare a single composite Summative Evaluation Document to be given to the Superintendent for discussion during that closed meeting.

- ▶ The Board shall strive to accomplish the following objectives during each evaluation.
 - Develop and sustain a harmonious working relationship between the Board and the Superintendent.
 - Ensure administrative leadership for excellence in the District.
 - Formulate Board consensus about the Superintendent's performance and the District's progress toward achieving its goals and objectives.

Board Evaluation/Team Building

- ▶ There will be a routine assessment of the status of the Board/Superintendent team annually.

- ▶ The evaluation and team building process may include:
 - Board operating procedures
 - Board Member training
 - Social Contract
 - Conflict resolution
 - Working relationships with the Superintendent
 - Conduct of Board Meetings
 - Long-range planning and goal setting
 - Relationship with the community

INDIVIDUAL BOARD MEMBERS

Access to Information (Ref Policy BBE)

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

Communication with Other Board Members

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

Communication with the Media

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

Complaints to Board Members (Ref Policy BBE)

- ▶ Employees, students, parents or other members of the public who bring concerns or complaints to an individual Board Member for the purpose of seeking remedy or perspective shall receive guidance that reflects:
 - An understanding by each Board Member that information provided to a Board Member, in some specific situations, could cause the Board Member receiving the information to be disqualified from participating in future hearing(s) or action by the Board specific to the issue;
 - Adherence to the Board's policies (DGBA, FNG, FOD and GF) regarding complaints and grievances.

- ▶ Board Members may notify the Superintendent's office of any complaint.

- ▶ As necessary, the Superintendent or designee shall guide the complainant to the appropriate staff member.

- ▶ When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Trustee may request that the issue be placed on the agenda.

Visits to Campuses

- ▶ Board Members are encouraged to attend any and all school events as their time permits, and to show support of school activities.

- ▶ Board Members must notify the Superintendent or designee prior to visiting a campus in an official capacity.

- ▶ Board Members shall not visit a campus in an attempt to evaluate personnel on a campus.

Board Member Training (Ref Policy BBD)

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

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