

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, January 23, 2023 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. Deliberation regarding Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071
 - 2. Deliberation regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076
- C. RECONVENE IN OPEN SESSION - immediately following Closed Session
- D. PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS
 - United States Flag Pledge:
I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.
 - Texas Flag Pledge:
Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
- E. MISSION STATEMENT
 - The mission of Hays CISD is to educate, value, and nurture students through innovative and personalized educational experiences while celebrating our diversity.
- F. SOCIAL CONTRACT
 - The Board will:
 - Serve as District Ambassadors
 - Assume Positive and Noble Intentions
 - Collaborate as a Team and Respect the Body Corporate
 - Promote Discussion and Respect Each Other's Perspectives
 - Be Professional
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 - Dr. Eric Wright
- H. PUBLIC FORUM 8
 - 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 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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THURSDAY, January 26, 2023 @ Lehman High School Campus - 6:00pm (Bond Public Forum only)
February 6, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30pm
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
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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
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: Friday, January 20th at 2:30pm

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: January 23, 2023

Agenda Item: G

Board Goal: Board/Staff/Community Relations

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: January 23, 2023

Agenda Item: H

Board Goal: Board/Staff/Community Relations

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: January 23, 2023

Agenda Item: I

Board Goal: Student Achievement
Board/Staff/Community Relations

Subject: Campus Recognition – Simon Middle School

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Dr. Michael Watson, Deputy Academic Officer
Laura Briones, Simon Middle School Principal

- A. Purpose of Agenda Item:**
☐ Action needed ☒ Information only ☐ Receive input
- B. Authority for This Action:**
☐ Local Policy ☐ Law or Rule ☒ N/A
- C. Goal or Need Addressed:**
The purpose of this agenda item is to recognize one of our campuses.
- D. Summary:**
☐ Previous board action relating to this item –
☐ Future action anticipated –
☒ Background information
Beginning January 2022, our district would like to recognize a campus each month for their academic achievement, student programs and their parental/community involvement.
- E. Comments Received:**
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other:
- F. Administrative Recommendation:**
The administration is not making a recommendation on this item as it is only informational.
- G. Fiscal Impact and Cost: Total Amount: N/A**
☐ Budget – General Operating Fund ☐ Bond 2021 ☐ Grant/Special Funds ☐ Other
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action —Dr. Michael Watson, Deputy Academic Officer
Evaluation method and time line -
Next report to the board – Upon request.
- I. Suggested Motion:**
No action needed. This agenda item is presented as information only.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: J (Presented January 17, 2023)

Board Goal: Student Achievement

Subject: Student Achievement Report - Mid-year report on extra-curricular/club participation

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Patty Moreno, Director of Fine Arts
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:
Provide a mid-year report to the Board of Trustees related to student participation in Fine Arts and Athletic programs during the fall semester.
- D. Summary:
☐ Previous board action relating to this item:
☐ Future action anticipated:
☒ Background information:
Based on our district goals, the administration strives for 100% student engagement district-wide. Each campus, through our showcases, report the number of student clubs offered throughout the year.
- E. Administrative Recommendation:
The administration is not making a recommendation on this item as it is only informational.
- F. Fiscal Impact and Cost: Total Amount: N/A
☐ Budget – General Operating Fund ☐ Bond 2021 ☐ Grant/Special Funds ☐ Other
- G. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action —Marivel Sedillo, DS/Chief Academic Officer
Evaluation method and time line -
Next report to the board – Upon request.
- H. Suggested Motion:
No motion required. This agenda item is presented for information only.

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

Date: January 23, 2023

Agenda Item: K.1

Board Goal: Board/Staff/Community Relations

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 November 14, 2022 Board Meeting is 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 December 12, 2022 meeting, as presented.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve minutes from the December 12, 2022 meeting, as presented.

Minutes of Regular Meeting December 12, 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, December 12, 2022 beginning at 5:30 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:31 PM. All Board Members were present

CLOSED SESSION

The Board adjourned to Closed Session at 5:31 PM to deliberate regarding the Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071. The Board also deliberated regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076.

RECONVENE IN OPEN SESSION

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

PLEDGE OF ALLEGIANCE

Board Secretary Esperanza Orosco lead the Board in the Pledge of Allegiance to the US and Texas flags.

MISSION STATEMENT

Board Vice President Raul Vela read the Hays CISD Board of Trustees Mission Statement.

SOCIAL CONTRACT

Trustee Byron Severance read the Hays CISD Board of Trustees Social Contract

SUPERINTENDENT'S REPORT

Vanessa Petrea introduced this agenda item. Dr. Wright introduced the topic of recognition of the Facilities Bond Oversight Committee (FBOC), and introduced Max Cleaver, Chief Operations Officer, to recognize the FBOC Chair, Jessica Bedwell. Mr. Cleaver spoke to the hard work of the FBOC, and their success as a group. Jessica Bedwell called forward members of the FBOC in attendance at the meeting. Members introduced themselves to the Board and audience. The Board of Trustees, Courtney Runkle, Byron Severance, and Esperanza Orosco, all thanked the FBOC for their work during the questions portion of this agenda topic. Dr. Wright also recognized the Hays Education Foundation for their successful return of the Denim and Diamonds Gala Event the previous Friday, December 9, 2022.

PUBLIC FORUM

Angelo Flores, Johnson HS Band and Color Guard Parent, addressed the Board of Trustees regarding special concerns. He requested that the Board support expansion of fine arts facilities at Johnson HS on any upcoming bond proposals.

CAMPUS RECOGNITION

Mary Noble, Deputy Academic Officer, introduced the Principal of Camino Real Elementary School, Yvette Soliz, to begin this agenda items. Ms. Soliz presented poetic slides, as well as a video highlighting Ahsoka, the campus service dog. Camino Real Elementary Choir sang a Christmas song for the Board and meeting attendees, and posed for a photo with Trustees afterward. Principal Soliz responded to feedback and accolades from the Board of Trustees.

STUDENT ACHIEVEMENT REPORT

Marivel Sedillo, Deputy Superintendent and Chief Academic Officer, introduced Derek McDaniel, Director of Curriculum and Instruction, to present the Student Achievement Report. Mr. McDaniel presented slides containing information regarding Results-Driven Accountability (RDA), previously known as Performance-Based Monitoring Analysis System (PBMAS). Also included in the report was an update on PreK, providing data on Beginning of Year (BOY) comparisons of 2020, 2021 and 2022. Mr. McDaniel responded to questions and feedback from the Board of Trustees.

CONSENT AGENDA

Trustee Courtney Runkle requested information regarding consent agenda item K3a, Professional Development & STEM Equipment from Project Lead the Way (PLTW). Suzi Mitchell, Director of Career & Technology Education (CTE) was present to provide details regarding this request. There were no further questions from the Board of Trustees regarding Consent Agenda items. Board President, Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the consent agenda, as presented. Esperanza Orosco moved and Courtney Runkle seconded the motion. There was no additional discussion regarding this agenda item, and the motion passed with a vote of 7-0.

ACTION ITEMS

Consideration and possible approval of Outside Counsel for the Hays CISD Board of Trustees. There were no questions regarding this agenda item. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve Leon Alcalá PLLC to serve as Outside Counsel for the Hays CISD Board of Trustees, as presented. Esperanza Orosco moved and Raul Vela seconded the motion. There was no additional discussion regarding this agenda item, and the motion passed with a vote of 7-0.

Consideration and possible approval of revisions to TASB Policy EIF(LOCAL). Dr. Michael Watson, Deputy Academic Officer, responded to suggestions and feedback from Trustee Severance regarding a district menu of volunteer opportunities on a macro scale. There are plans to utilize current SchoolLinks software for this purpose. Trustee Orosco also recommended the use of the VIP program that has been successful with the Hays Hope2Go community food bank as well as the Hays Clothes Closet. Trustee Runkle requested that communication with Boosters be implemented as well. Dr. Wright added that the Hays CISD Superintendent and Board Student Advisory Panel is very supportive of this plan. Vanessa Petrea reminded that this graduation requirement will be implemented with next year's incoming 9th grade class, the class of 2027. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees adopt the proposed revisions to Board Policy EIF(LOCAL), as presented. Esperanza Orosco moved and Byron Severance seconded the motion. There was no further discussion regarding this agenda item, and the motion passed with a vote of 7-0.

Consideration and possible approval of New Course Requests for the 2023-2024 School Year. There were no questions from the Board of Trustees regarding this agenda item. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the new courses for the 2023-2024 school year, as presented. Raul Vela moved and Dr. Esmeralda Perez-Gonzalez seconded the motion. Mrs. Petrea read the list of new course titles. There was no further discussion regarding this topic, and the motion passed with a vote of 7-0.

Consideration and possible approval of the contract with Maxim Healthcare Services.

There were no questions from the Board of Trustees regarding this agenda item. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the renewal of the contract with Maxim Healthcare Services for an amount not to exceed \$80,000, as presented. Courtney Runkle moved and Raul Vela seconded the motion. There was no further discussion regarding this topic, and the motion passed with a vote of 7-0.

Consideration and possible approval of Technology Infrastructure – ConvergeOne

Dianne Borreson, Chief Technology Officer, responded to questions and feedback from the Board of Trustees regarding this agenda item. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the purchase of services from ConvergeOne not to exceed \$400,000, as presented. Raul Vela moved and Courtney Runkle seconded the motion. There was no further discussion regarding this agenda item, and the motion passed with a vote of 7-0.

Consideration and possible approval of the Hays High School Athletic Locker Replacement – BSN Sports
Dusty Gibbs, Assistant Director of Athletics, responded to questions, requests for clarification, and feedback from the Board of Trustees. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the removal, purchase, and installation of new athletic lockers for baseball and boys soccer programs at Hays High School in the amount of \$64,690.39, as presented. Courtney Runkle moved and Dr. Esmeralda Perez-Gonzalez seconded the motion. There was no further discussion regarding this agenda item, and the motion passed with a vote of 7-0.

Consideration and possible approval of the purchase of replacement floor scrubbing equipment from Smith Supply Company

There were no questions from the Board of Trustees regarding this agenda item. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the purchase of replacement floor scrubbers from Smith Supply Company, for an estimated cost not to exceed \$75,280, as presented. Will McManus moved and Raul Vela seconded the motion. There was no further discussion regarding this agenda item, and the motion passed with a vote of 7-0.

INFORMATION ITEM

Demographic and Long-Range Plan Information

Max Cleaver introduced PASA representatives Justin Silhavy, Demographic Consultant, and Kris Siegert Pool, Director of Planning, to begin this portion of the meeting. Representatives presented a very thorough report of area demographics, and responded to dialog from the Board of Trustees. Max Cleaver also provided response to feedback.

BREAK: Vanessa Petrea called for a short break.

ACTION ITEM

Consideration and possible approval of FBOC recommendations regarding a potential May 2023 Bond Election

Tim Savoy, Chief Information Officer, introduced the agenda item, stating that this is preliminary work requested by the Board of Trustees in August. Jessica Bedwell, FBOC Chair, presented information regarding what the committee has done. Max Cleaver, Chief Operations Officer, referenced documents provided to trustees at the dais. Mr. Savoy referenced the need to hold Public Forums. The Board of Trustees recommended two forums to be held at the Kunkel Room location and also at Lehman High School. Tim Savoy, Jessica Bedwell, and Max Cleaver responded to feedback from the Board of Trustees. Vanessa Petrea read the suggested motion that the Board of Trustees approve the continuation of the bond development process and hold public forums regarding the recommendation brought forward by the Facilities Bond Oversight Committee, as presented. Courtney Runkle moved and Will McManus seconded the motion. Mrs. Petrea announced that there would indeed be two public forums, one at Kunkel Room and one at Lehman High School. There was no further discussion regarding this agenda item, and the motion passed with a vote of 7-0.

Consideration and possible approval of 2021 Bond – Bid Package 1 Wallace Middle School Renovations Guaranteed Maximum Price (GMP) 2.

Max Cleaver addressed the Board and asked that they reference the dais-provided “Bond look-ahead” document. Mr. Cleaver also responded for questions from the Board of Trustees. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the Guaranteed Maximum Price (GMP) 2 FROM Bartlett Cocke Construction in the amount of \$377,978, for the structural steel package associated with the 2021 Bond Improvements to Wallace Middle School, designed by O’Connell Robertson Architects, as presented. Esperanza Orosco moved and Byron Severance seconded the motion. There was no further discussion regarding this agenda item, and the motion passed with a vote of 7-0.

Consideration and possible approval of Design to Date and Guaranteed Maximum Price (GMP) 1 for the 2022 Bond Project – Academic Support Center.

Max Cleaver engaged in dialog with the Board of Trustees regarding this agenda item. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees approve the design to date for the Hays CISD Academic Support Center, and Guaranteed Maximum Price (GMP) 1 from Bartlett Cocke Construction in the amount of \$11,552,361, designed by O’Connell Robertson Architects, as presented. Will McManus moved and Dr. Esmeralda Perez-Gonzalez seconded the motion. There was no further discussion regarding this agenda item, and the motion passed with a vote of 7-0.

INFORMATION ITEMS

First Reading of the proposed revision to TASB Policy DHE(LOCAL)

There were no questions, and no discussion took place regarding this agenda item.

Update on Safety and Security initiatives in the district

There were no updates presented to the Board of Trustees. There were no questions regarding this agenda item.

Update on bond, construction, and renovation projects in the district

There were no additional updates provided to the Board of Trustees. Vanessa Petrea requested that the Board have the opportunity to tour Dahlstrom Middle School once construction is complete. Mr. Cleaver indicated that would be near the end of January 2023.

Quarterly Investment Report

There were no questions from the Board of Trustees regarding this agenda item.

Financial Statements

There were no questions from the Board of Trustees regarding this agenda item.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

There were no requests for information from the Board of Trustees.

RECAP OF QUESTIONS

Board Secretary Esperanza Orosco read a list of questions logged during the meeting.

ADJOURN

Board President Vanessa Petrea stated that the next meeting is scheduled for Tuesday, January 17, 2023 at 5:30pm in the Kunkel Room. No further business was conducted and the meeting was adjourned at 10:04 PM.

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

Date: January 23, 2023

Agenda Item: K.2

Board Goal: Board/Staff/Community Relations

Subject: Budget Amendments

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. Summary:

☒ Previous board action relating to this item - Monthly

☒ Background information – The 2022-2023 budget has been approved by the Board of Trustees. Amendments to the budget must also be approved by the Board.

D. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

E. Administrative Recommendation:

The administration recommends approval of the budget amendment, as presented.

F. Fiscal Impact and Cost: Amount:

☒ Budget (See attached detail)

☐ Bond

☐ Grant/Special Funds

☐ Other

G. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the budget amendment, as presented.

BUDGET AMENDMENT 5 – January 23, 2023

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

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

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

ADMINISTRATIVE CONSIDERATIONS:

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

Cross Function Transfer Summary

Description	Increase (Decrease)
11 - Instruction	\$ (256)
12 - Instructional Resources and Media Services	\$ 0
13 - Instructional Staff Development	\$ 9,730
21 - Instructional Administration	\$ 1,670
23 - Campus Administration	\$ 3,500
31 - Guidance and Counseling Services	\$ 0
32 - Social Work Services	\$ 0
33 - Health Services	\$ 0
34 - Transportation	\$ 0
36 - Co curricular / Extracurricular	\$ (14,644)
41 - General Administration	\$ 0
51 - Maintenance	\$ 0
52 - Security	\$ 0
53 - Data Services	\$ 0
61 - Community Services	\$ 0
71 - Debt Service	\$ 0
81 - Facilities Acquisition & Construction	\$ 0
91 - Chapter 41 Payments	\$ 0
93 - Payments to Fiscal Agents	\$ 0
95 - Payments to JJAEP	\$ 0
99 - Other Intergovernmental Charges	\$ 0
Total Net Transfers	\$ \$0

REQUESTS for Re-APPROPRIATIONS:**General Operating Fund:**

Additional appropriations requested:

- Lehman JROTC program representing for “reimbursables” and “rollover funds” from the federal government and totaling \$27,633.
- Transportation representing insurance claims to repair vehicles - \$14,804
- Technology’s 2023 ERATE allocation - \$150,000.

General Operating Fund Re-Appropriations Summary			
Description	Official Budget	Increase/ (Decrease)	Amended Budget
<u>Revenues:</u>			
183-00-5949-xx-005-00-0-0	\$ 18,600	\$ 27,633	\$ 46,233
199-00-5745-00-000-00-0-0	\$ 0	\$ 14,804	\$ 14,804
135-00-5919-00-000-00-0-0	\$ 0	\$ 150,000	\$ 150,000
Total	\$ 18,600	\$ 192,437	\$ 211,037
<u>Expenditures:</u>			
183-11-6xxx-xx-005-xx-1-0	\$ 18,600	\$ 27,633	\$ 27,633
199-34-6243-IR-912-99-5-0	\$ 0	\$ 14,804	\$ 14,804
135-53-6xxx-xx-925-99-4-0	\$ 0	\$ 150,000	\$ 150,000
Total	\$ 18,600	\$ 192,437	\$ 211,037
Total Net Appropriations (Revenues minus Expenditures)		\$ 0	

ACTION REQUIRED

Board Approval

SUPPORT INFORMATION

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

Hays Consolidated Independent School District
Budget Amendment 5 Support Information
for the Fiscal Year Ending June 30, 2023

Budget Amendment #5 Support:

<u>Account</u>	<u>Function</u>	<u>Location</u>	<u>Amount</u>	<u>User ID</u>	<u>Status</u>	<u>Original Period</u>	<u>New Period</u>	<u>JE #</u>	<u>New JE #</u>	<u>Reason</u>
199 -11-6117-00-943-37-3-0	11	943	\$ (1,000.00)	logniond	Pending	6		235		Cover travel expense
199 -13-6411-00-943-37-3-0	13	943	\$ 1,000.00	logniond	Pending	6		235		Cover travel expense
199 -36-6399-35-005-99-1-0	36	005	\$ (6,077.00)	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -36-6412-OA-005-11-1-0	36	005	\$ (500.00)	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -36-6399-OA-005-99-1-0	36	005	\$ (4,800.00)	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -23-6399-00-005-99-1-0	23	005	\$ 3,500.00	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -11-6399-00-005-11-1-0	11	005	\$ 3,500.00	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -11-6399-19-005-11-1-0	11	005	\$ 1,000.00	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -11-6399-21-005-11-1-0	11	005	\$ 1,189.00	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -11-6399-18-005-11-1-0	11	005	\$ 1,094.00	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -11-6399-11-005-11-1-0	11	005	\$ 1,094.00	garzast	Pending	6		301		Transfer funds to use on campus classroom
199 -13-6399-00-944-21-3-0	13	944	\$ (1,670.00)	lopezo	Pending	6		360		Transfer to 6394 (fixed assets)
199 -21-6394-TE-944-99-3-0	21	944	\$ 1,670.00	lopezo	Pending	6		360		Transfer to 6394 (fixed assets)
182 -36-6412-55-043-99-1-0	36	043	\$ (300.00)	mendezt	Pending	6		456		Transfer to proper account
182 -13-6411-55-043-99-1-0	13	043	\$ 300.00	mendezt	Pending	6		456		Transfer to proper account
182 -36-6117-34-006-99-1-0	36	006	\$ (1,000.00)	mendezt	Pending	6		588		Transfer to proper account
182 -36-6295-34-006-99-1-0	36	006	\$ (1,967.00)	mendezt	Pending	6		588		Transfer to proper account
182 -13-6411-34-006-99-1-0	13	006	\$ 1,000.00	mendezt	Pending	6		588		Transfer to proper account
182 -11-6399-34-006-11-1-0	11	006	\$ 1,967.00	mendezt	Pending	6		588		Transfer to proper account
199 -13-6295-L2-921-99-3-0	13	921	\$ 3,600.00	logniond	Pending	7		30		Transfer to cover expense
199 -11-6339-L2-921-11-3-0	11	921	\$ (3,600.00)	logniond	Pending	7		30		Transfer to cover expense
199 -13-6399-L2-921-99-3-0	13	921	\$ 500.00	logniond	Pending	7		32		Cover supplies for upcoming training
199 -11-6339-L2-921-11-3-0	11	921	\$ (500.00)	logniond	Pending	7		32		Cover supplies for upcoming training
199 -11-6397-L2-921-11-3-0	11	921	\$ (5,000.00)	logniond	Pending	7		206		Cover CIMA conference
199 -13-6411-L2-921-99-3-0	13	921	\$ 5,000.00	logniond	Pending	7		206		Cover CIMA conference

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

Date: January 23, 2023

Agenda Item: K.3

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of Procurements

Administrator Responsible/Position: Cabinet Members

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy - BE

☐ Law or Rule

☐ Other

C. Goal or Need Addressed:

Procurement of necessary items for the district.

D. Summary:

☒ Previous board action relating to this item - Ongoing

☒ Future action anticipated - Monthly

☒ Background information – The following procurements will be presented for approval

a. Access Control Replacements – Associated Time Instruments

b. District Dark Fiber Services - Spectrum

c. Installation of Air Purifiers at Sunfield ES – Jamail & Smith Construction

d. Purchase of Air Purifiers for Dahlstrom MS and McCormick MS – ProtectEd

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 Administration recommends approval of the listed procurement items.

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

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the procurement items, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: K.3a

Board Goal: Safety and Security
Board/Staff/Community Relations

Procurement: Access Control System Replacements - Associated Time Instruments

Administrator Responsible/Position: Dianne Borreson, Chief Technology Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

The purpose of the agenda item is to approve replacing the existing DSX Access Control System (ACS) with mercury hardware and Open Options DNA Fusion software across 32 sites in the district.

D. Summary:

☒ Previous board action relating to this item – September, 2021

☐ Future action anticipated –

☒ Background information –

Phase one of the keyless entry upgrades was completed last year to extend our current keyless entry system by adding additional card readers to increase security within areas identified as lacking adequate access control.

E. Scope of Options Reviewed:

RFP #06-112201VL

Length of Contract: The is a one-year contract with four (4) options to renew through 01-24-2027

Reasons for rejecting alternatives: N/A

F. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Technology

G. Administrative Recommendation:

The administration recommends approval of the proposal from Associated Time Instruments for \$518,095.20

H. Fiscal Impact and Cost: Total Amount: \$518,095.20

☐ Budget – General Operating Fund

☒ Bond

☐ Grant/Special Funds

☐ Other

Prior Year Spending – \$298,809.20

Future/Ongoing – Annual software reoccurring cost as needed.

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Mark Timmons, Director of Security Systems

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the replacement of DSX Access Control System by Associated Time Instruments for an estimated cost of \$518,095.20, as presented.

RFP #06-112201VL
Access Control System Replacements

		Associated Time Instruments		Brycomm		9 to 5	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
50	LP1502	\$1,608.16	\$80,408.00	\$1,269.60	\$63,480.00	NO BID	
290	MR52-S3	\$896.80	\$260,072.00	\$708.00	\$205,320.00		
5	MR16IN-S3	\$1,085.28	\$5,426.40	\$1,077.60	\$5,388.00		
1	OptoHub	\$1,350.00	\$1,350.00	\$892.80	\$892.80		
95	ENCLOSURE	\$190.60	\$20,013.00	\$599.21	\$56,924.98		
95	POWER SUPPLY	\$25.60	\$332.80	\$331.13	\$31,457.39		
	POWER SUPPLY						
	LICENSES	\$83.38	\$29,183.00	\$21,886.80	\$21,886.80		
	MISC. SUPPLIES	\$65.00	\$8,850.00	\$33,798.16	\$33,798.16		
	LABOR	\$115.00	\$97,290.00	\$170,241.64	\$170,241.64		
	PROGRAMMING	\$115.00	\$13,570.00	\$50,338.50	\$50,338.50		
	S&H	\$1,600.00	\$1,600.00				
	TOTAL		\$518,095.20		\$639,728.27		

***\$15,993.21 (2%
Discount)***
\$623,735.06

NOTE: Brycomm will offer a 2.5% discount if awarded all 32 Campuses

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: K.3b

Board Goal: Board/Staff/Community Relations

Procurement: District Wide – Dark Fiber Services – Spectrum Enterprise

Administrator Responsible/Position: Dianne Borreson, Chief Technology Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Summary:

☒ Previous board action relating to this item – 01/2022

☐ Future action anticipated -

☒ Background information – Spectrum provides our wide-area network fiber and Internet services.

D. Scope of Options Reviewed:

RFP #06-102202VL

This is a one-year contract with four (4) options to renew through 06/30/2028.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Technology

F. Administrative Recommendation:

The administration recommends approval of fiber and internet services from Spectrum Enterprise.

G. Fiscal Impact and Cost: Amount: \$256,800

☒ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

Prior Year Spending - \$384,838.24

Future/Ongoing – Yearly contracted amount will be \$256,800. This contract will align with the E-rate funding years and will begin July 01, 2023.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Dianne Borreson

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve purchases from Spectrum Enterprises for an annual contracted amount of \$256,800, for a five-year contract period ending June 30, 2023, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: K.3c

Board Goal: Board/Staff/Community Relations

Subject: 2021 Bond: Air Purifier Installation at Sunfield ES – Jamail & Smith Co.

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, clean facilities.

D. Summary:

☒ Previous board action relating to this item - On September 20, 2021, the Board approved the purchase of 1,845 Novaerus NV900W air purifiers for approximately \$4.4 million.

☐ Future action anticipated –

☒ Background information

The purpose of this agenda item is to acquire contract services to provide and install approximately 70 Novaerus NV900W air purifiers at Sunfield ES.

Staff recommends contracting with a Job Order Contractor (JOC), Jamail & Smith, to complete the work, paid from bond project FFE funds. This is a request for a turn key project, materials and labor.

E. Scope of Options Reviewed:

Buyboard Cooperative Contract #660-21

Length of Contract: This is a one-year contract with three (3) options to renew through 11/30/2026

Reasons for rejecting alternatives: N/A

F. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☒ Other: Department of Construction and Planning

G. Administrative Recommendation:

The administration recommends approval of Jamail & Smith Co. for providing and installing air purifiers in recently completed 2021 Bond Projects.

H. Fiscal Impact and Cost: Total Amount: \$183,095.42

☐ Budget – General Operating Fund

☒ Bond 2021

☐ Grant/Special Funds

☐ Other

Prior Year Spending – \$0

Future/Ongoing – This procurement will be a one-time purchase.

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Nathan Wensowitch, Director of Construction and Planning

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve Jamail & Smith Co. for the purchase and installation of air purifiers in the amount of \$183,095.42, as presented.



Preliminary Estimate, by estimates

Greg Smith

Jamail & Smith Construction, LP

581-19 - 2019 Buy Board JOC Jamail Smith - Option Year 1&2 - 4/01/2021 to

3/31/2023

HCISD Sunfield ES Air Purifiers - 07-B2-0046.1

Estimator: Greg Smith

HCISD Sunfield ES Air Purifiers

Division Summary (MF04)

01 - General Requirements	\$8,456.52
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items(Right Hand)	\$25,605.32
RSMeans AUSTIN, TX CCI 2022Q4, 89.40%	\$(2,714.16)
2019 Buy Board JOC Jamail Standard (-26.2000%)	\$(5,997.48)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$140,662.12
Labor:	\$25,536.32
Equipment:	\$46.89
Other:	\$(0.01)
Laborhours:	197.01
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$150,990.00
Trades	\$6,798.80
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$166,245.32

Nonpriced Line Items	\$140,640.00
2019 Buy Board JOC Jamail NPP Std & Non Std Hrs (15.0000%)	\$21,096.00
Bond (2.5000%)	\$4,465.74

Priced/Non-Priced

Total Priced Items:	6	\$25,605.32	
Total Non-Priced Items:	1	\$140,640.00	84.60%
	7	\$166,245.32	

Grand Total

\$183,095.42

Preliminary Estimate, by estimates

Estimator: Greg Smith				HCISD Sunfield ES Air Purifiers				
Item		Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-13-20-0200	Field personnel, project manager, average	Week	1.0000	\$4,000.00	\$4,000.00	RSM22FAC L, O&P P	
2	01-31-13-20-0260	Field personnel, superintendent, average	Week	1.0000	\$3,725.00	\$3,725.00	RSM22FAC L, O&P P	
3	01-74-13-20-0100	Cleaning up, cleanup of floor area, final by GC at end of job 6*6 area in location of each installation. Done after unit is hung and working. 60*8*12/1000 = 5.76	M.S.F.	5.7600	\$127.00	\$731.52	RSM22FAC M, L, E, O&P P	
01 - General Requirements Total						\$8,456.52		
Alternate								
4	10-28-13-13-2300	Toilet accessories, hand dryer, surface mounted, electric, 115 volt, 20 amp labor only to hang air purifier	Ea.	60.0000	\$172.50	\$10,350.00	CUSTOM L, O&P P	
5	13-21-13-50-6001	Nanostrike Units See attached unit cost quote from Protect Ed	LSUM	1.0000	\$140,640.00	\$140,640.00	CUSTOM M, O&P N	
Alternate Total						\$150,990.00		
Trades								
6	CARP	Carpenters - 2021 RSMeans Facilities O&P Rate Labor cost to collect, distribute, and dispose of packaging in HCISD dumpster 8 = 8.00	Hour	8.0000	\$87.10	\$696.80	Trades L, O&P P	
7	ELEC	Electricians - 2022 RSMeans Facilities O&P Rate Provision for cord keepers or electrical extension on about half the units. 60*2/2 = 60.00	Hour	60.0000	\$101.70	\$6,102.00	Trades L, O&P P	
Trades Total						\$6,798.80		
Estimate Grand Total						183,095.42		

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: K.3d

Board Goal: Board/Staff/Community Relations

Subject: 2021 Bond: Air Purifier Purchase for Dahlstrom & McCormick MS – Protect ED

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, clean facilities.

Provide safe, clean facilities.

D. Summary:

☐ **Previous board action relating to this item** – On September 20, 2021, the Board approved the purchase of 1,845 Novaerus NV900W air purifiers for approximately \$4.4 million.

☐ **Future action anticipated** –

☐ **Background information** –

The purpose of this agenda item is to acquire air purifiers at Dahlstrom MS for \$70,320 and McCormick MS for \$93,760 for Hays CISD Staff to install in newly constructed/recently remodeled areas.

This request is for equipment only to be paid from 2021 Bond FFE funds.

Staff recommends purchasing the Novaerus NV900W air purifiers units from TIPS Cooperative via the vendor Protect Ed.

E. Scope of Options Reviewed:

TIPS Cooperative Contract #221003

Length of Contract: This is a one-year contract with three (3) options to renew through 01/31/2026

Reasons for rejecting alternatives: N/A

F. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☒ Other: Department of Construction and Planning

G. Administrative Recommendation:

The administration recommends approval of Protect Ed. for providing air purifiers for McCormick and Dahlstrom MS. (District O&M Staff will install units)

H. Fiscal Impact and Cost: Total Amount: \$164,080

☐ Budget – General Operating Fund

☒ Bond 2021

☐ Grant/Special Funds

☐ Other

Prior Year Spending – \$4,324,680

Future/Ongoing – This procurement will be a one-time purchase.

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Nathan Wensowitch, Director of Construction and Planning

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of air purifiers TIPS Cooperative, via Protect Ed, at an estimated cost of \$164,080, as presented.

Protect|ED

10300 Alliance Rd Ste 315

Blue Ash, OH 45242

+1 5136403179

jeff.gibson@protectededucation.com

www.protectededucation.com



Estimate

ADDRESS

Hays Consolidated

Independent School District

21003 IH 35

Kyle, TX 78640

SHIP TO

Hays Consolidated

Independent School District

Operations Dept.

21003 IH 35

Kyle, TX 78640

ESTIMATE # 1708**DATE 08/17/2022**

PRODUCT/DESC	QTY	RATE	AMOUNT
WellAir NV900W Protect NV900W w/7 year warranty	70	2,344.00	164,080.00
Items are non-returnable, non-refundable TIPS Contract Number: 221003		SUBTOTAL	164,080.00
		TAX	0.00
		TOTAL	\$164,080.00

Accepted By

Accepted Date

The Interlocal Purchasing System

Purchasing Made Personal



Printed 14 December 2022

www.protectededucation.com

Protect|ED
SAFE AND HEALTHY SCHOOLS MADE POSSIBLE

Protect ED

EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	10300 Alliance Road Suite 315	NAME Charlie Martin
CITY	Cincinnati	PHONE (866) 839-8477
STATE	OH	FAX (866) 839-8472
ZIP	45242	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

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Overview

Protect|Education is committed to helping create safe and healthy learning environments. www.cleanairinschools.com
One of the main contributing factors to having a safe and healthy learning environment is the air our students and staff breathe. Our patented Nanostrike(r) technology inactivates pathogens such as mold, bacteria, virus, VOC. School districts throughout the United States are utilizing our portable devices to improve indoor air quality leading to better attendance and cognitive function to create optimal learning environments.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
221003	Electronics, Appliances and Associated Goods and Services	01/31/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

221003

Paige Aguilera	Director of	(513) 640-6007	info@protectededucation.com
Lindsey Haglage	Vice President of	(410) 606-8671	lindsey@protectededucation.com

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: K.4a

Board Goal: Board/Staff/Community Relations

Subject: Joint Election Agreements and Election Services Contracts

Administrator Responsible/Position: Tim Savoy, Chief Information Officer

A. Purpose of Agenda Item:

☒ Action needed (Consent)

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

BBB (Legal and Local)

☒ Law or Rule

Texas Election Code and Education Code

☐ N/A

C. Summary:

☒ Previous board action relating to this item – These items are routine and occur annually.

☒ Future action anticipated – These items are expected to continue to occur annually.

☒ Background information:

The Board contracts with the county elections administrators to conduct balloting for trustee elections and the Board enters into joint election agreements to facility vote centers and legal election requirements.

D. Administrative Recommendation:

The following agreements or contracts related to routine election business are included in this item:

- a. Joint Election Agreement with the City of Hays – required by Education Code for school districts to enter into a joint election agreement with a municipality in their territory to conduct a trustee election.
- b. Joint Election Agreement (Travis County) – this allows for vote center operations
- c. Election Services Contract (Travis County) – this allows the county to conduct balloting and other election services for Hays CISD
- d. Election Services Contract (Hays County) – this allows the county to conduct balloting and other election services for Hays CISD
- e. Election Services Contract (Caldwell County) – this allows the county to conduct balloting and other election services for Hays CISD

Note: The previous Hays County Joint Election Agreement remains in effect through July 2023, so it is not necessary to adopt a new agreement for the May 6, 2023 election. Additionally, Caldwell County doesn't require a Joint Election Agreement because it does not have vote centers.

Further Note: The Election Services Contract for Caldwell County is not yet prepared by the new staff in the county's election office. If it is ready by the January Hays CISD Board business meeting, it will be provided to trustees in their dais folder. If the contract is not ready, administration asks that the motion in this item, unless otherwise specifically addressed, be considered a pre-authorization for the Board officers or district administrators to enter into the Election Services Contract with Caldwell County when it is ready.

E. Fiscal Impact and Cost: Amount: Approximately \$30,000

☒ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

Cost of the elections – varies depending on the scope of the election (number of balloting places needed) and total number of parties conducting elections. Each county generally divides the total cost of an election proportionally among the various governmental entities participating in the election.

Prior Year Spending – Approximately \$29,000

F. Monitoring and Reporting TimeLine:

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

G. Suggested Motion:

I move that the Hays CISD Board of Trustees enter into the necessary joint election agreements and elections services contracts to conduct the May 6, 2023 election, as presented.

Attachment(s):

Joint Election Agreement with the City of Hays

Joint Election Agreement (Travis County)

Election Services Contract (Travis County)

Election Services Contract (Hays County)

Election Services Contract (Caldwell County) *[if available]*

**AGREEMENT BY HAYS CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT AND THE CITY OF HAYS TO HOLD A JOINT ELECTION IN
CERTAIN VOTING PRECINCTS ON MAY 6, 2023**

WHEREAS, the Hays Consolidated Independent School District (“Hays CISD”) may hold a general election on May 6, 2023, for certain members of the Board of Trustees.

WHEREAS, the City of Hays (“CITY”) may hold a general election for City Council positions within the boundaries of the CITY on May 6, 2023; and,

WHEREAS, Texas Election Code, Chapter 271 authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and,

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

NOW, THEREFORE, Pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Sections 271.002 and 271.003 of the Texas Election Code, the Joint Election Agreement set forth below is entered into by and between the entities acting by and through their respective governing bodies, agree as follows:

1. Hays CISD and the CITY will share polling places during the election on May 6, 2023, to include early voting and Election Day voting at locations prescribed by the Hays County vote center plan (“COUNTY”).
2. Hays CISD and the CITY will appoint the same election officials to preside over the election precincts in which a common election is held.
3. Hays CISD and the CITY will use a HAVA compliant voting system in each election precinct in which a common election is held.
4. The individual Hays CISD and CITY expenses, as calculated by the COUNTY for the purposes of vote center shared costs, will be combined and then divided between Hays CISD and the CITY proportionally based on the number of registered voters in Hays CISD and the CITY. The proportional ratio is approximately 70,000 registered voters in Hays CISD to 180 registered voters in the CITY. In the event either entity cancels its election in accordance with Section 2.053 of the Election Code, that entity will not be responsible for any election expenses.

5. It is agreed that both entities will contract with Hays County Elections Administrator to provide all election services needed for these elections and both entities will use equipment owned by the COUNTY.
6. Early voting and Election Day voting for Hays CISD and the CITY shall be conducted jointly per the election services contract with the Hays County Elections Administrator in accordance with Title 7 of the Texas Election Code.
7. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
9. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any participating entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective participating entity.
10. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

DATED this the ____ day of _____, 20__.

CITY OF HAYS

HAYS CISD

BY:_____

BY:_____

ATTEST:_____

ATTEST:_____

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND Hays CISD

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and Hays CISD (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information

programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) Chief Communication Officer Tim Savoy will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Chief Communication Officer Tim Savoy will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. Chief Communication Officer Tim Savoy will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated Chief Communication Officer Tim Savoy as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for

sending and receiving e-mail communications pursuant to Section 5: tim.savoy@hayscisd.net.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2023, through January 1, 2024, the Participating Entity shall pay three percent of the cost of the electronic voting system equipment installed at a polling place and three percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this

Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Hays CISD
Tim Savoy
21003 IH 35

Kyle, Texas 78640

TRAVIS COUNTY

Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior

agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

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

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

Hays CISD
Tim Savoy
21003 IH 35
Kyle, Texas 78640

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is

fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

Hays CISD

BY: _____
Vanessa Petrea
President of the Board of Trustees

DATE: January 23, 2023

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

JOINT ELECTION AGREEMENT FOR May 6, 2023 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 6, 2023. The Participating Entities require elections to be held on May 6, 2023, in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

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

I. Scope of Joint Election Agreement

This agreement covers the May 6, 2023 Joint General and Special Elections for the parties to this agreement to be held on May 6, 2023. The County and the Participating Entities will hold these elections on May 6, 2023 (“Election Day”) jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

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

III. Early Voting

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

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

A. County Responsibilities [continue]

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

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

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

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

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

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

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

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

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

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

B. Participating Entities' Responsibilities

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

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

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

IV. Election Day

A. County Responsibilities

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

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

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

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

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

B. Participating Entities' Responsibilities

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

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

V. Election Night

A. County Responsibilities

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

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

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

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

B. Participating Entities' Responsibilities

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

VI. **County Resources**

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

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

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

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

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

VII. **Joint Election Costs; Payment**

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

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

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

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

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

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

VIII. General Provisions

A. Legal Notices

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

B. Communication

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

C. Custodian

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

D. Effective Date

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

IX. Miscellaneous Provisions

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

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

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

B. Notice

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

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

C. Force Majeure

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

D. Venue and Choice of Law

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

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 7, 2022 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

I. Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

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

M. Counterparts

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

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____

BY: _____
Dyana Limon Mercado
County Clerk

SIGNATURE PAGE

Name of Participating Entity Hays CISD

Address 21003 IH 35

Kyle, TX 78640

Name of Authorized Signatory Vanessa Petrea, President of the Board of Trustees

Signature _____

Date signed January 23, 2023

E-mail address tim.savoy@hayscisd.net

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** (“Contract”) is made and entered into by and between the **Elections Administrator of Hays County, Texas (“Contracting Officer”)** and the Hays Consolidated Independent School District (“**District**”) pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the District. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the District’s Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the District located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
- C. The District agrees to commit the funds necessary to pay for Election-related expenses for the District’s Election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of District’s holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The District agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
 - A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges,

central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to District. The Contracting Officer shall provide the District with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim District Clerk will ensure that Public Notice is also provided via published notice, on the District's website and on all District social media outlets.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the District, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. **Applications for Mail Ballots.** The District and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the District.

L. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the District shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the District and in accordance with the Texas Election Code.

M. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Contracting Officer in consultation with the District and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- N. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the District via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.
- O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the District. These reports will serve as the canvass materials for the District.
- Q. **Custodian of Election Records.** The Election records will be submitted to the District except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code.

The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

1. The District shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the District shall discuss how such recount is to be conducted. The District shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the District.

U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the District.

II. RESPONSIBILITIES OF THE DISTRICT. The District shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The District shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the District of all actions necessary to call the Election. The District shall be responsible for conducting the official canvass of the Election.

- B. **Map/Annexations.** The District shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.
- C. **Department of Justice Preclearance for Special Elections.** If required by law, the District shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The District shall prepare the text for the District's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The District shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the District shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The District shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. **SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the District that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The

Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the District will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the District are set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the District's share of the cost of the Election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the District.

V. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
2. The officers who conduct the official canvass of the Election returns;
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the District cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the District shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The District and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The District will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the Election will be borne by the District; the Contracting Officer will work with the District on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the District may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the District or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay

and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the District designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

Board President

Hays CISD
Kyle, Texas 78640
Tel: 512-268-2141
Fax: N/A
Email: tim.savoy@hayscisd.net

Witness by my hand this the _____ day of _____, 2023.

Contracting Officer:

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the 23 day of January, 2023.

Local Political Subdivision:

Name of Entity: Hays CISD

Printed Name: Vanessa Petrea

Official Capacity: President, Board of Trustees

Board President

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: L.2

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of Amendments to the Previously Adopted 2022 – 2023 and 2023-2024 Hays CISD Academic Calendars

Administrator Responsible/Position: Tim Savoy, Chief Information Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy: EB (Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

The goal of this agenda item is to add Juneteenth, a new federal holiday, to the current 2022-2023 calendar and next year's 2023-2024 calendar. Additionally, for 2023–2024 spring break week is proposed to be moved to align with the now published University of Texas at Austin 2023- 2024 calendar.

D. Summary:

☒ Previous board action relating to this item – Original adoption of the Hays CISD 2023 – 2024 calendar occurred in January 2022 with the contingency that the 2024 spring break would match that of the University of Texas at Austin. The original Hays CSID 2024 Spring Break was adopted as March 11 – 15. The University of Texas at Austin has published its calendar with its 2024 Spring Break scheduled for March 18 – 22.

Note that the ACC published 2024 Spring Break is March 11 – 15; however, a few years previously when UT Austin published a different Spring Break, most area school districts and colleges moved their Spring Breaks to match UT Austin, including ACC. St. Edwards and Texas State Universities have not yet published their 2024 Spring Breaks. Because a number of students take dual credit courses, it's important that the spring breaks align.

In 2021, the United States adopted Juneteenth as a federal holiday – celebrated on June 19th annually, unless it falls on a weekend, then it is generally observed on the following Monday.

Though the Hays CISD Board adopted the 2023 – 2024 academic calendar in January 2022, it has not yet been published (other than in the Board meeting agenda book) in case there was a discrepancy with the UT Austin Spring Break, which has occurred.

E. Administrative Recommendation:

The recommendation is to change the Hays CISD 2024 Spring Break to match UT Austin and set it for March 18 -22 and to add Juneteenth to be observed in 2023 and 2024 as a student and staff holiday.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

G. Monitoring and Reporting Time Line:

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

H. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the revised 2022-2023 and 2023-2024 Hays CISD Academic Calendars, as attached.

Attachment:

Proposed Revised Calendar for 2022-2023 school year

Proposed Revised Calendar for 2023-2024 school year



HAYS CISD 2022 – 2023 CALENDAR

4 Student/ Staff Holiday

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

0 Days / 0 Minutes

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

18 Days / 8,010 Minutes

3-15 Staff Workday/
Student Holiday
16 First Day of School/ First
9-Weeks Grading Period

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

12 Days / 5,340 Minutes

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17*	18
19	20	21	22	23	24	25
26	27	28				

18 Days / 8,010 Minutes

17 Staff Workday/
Student Holiday
17* Weather Make Up Day
(Check district notices.
May not be necessary.)
20 Student/ Staff Holiday

5 Student/ Staff Holiday
6 Staff Workday/
Student Holiday
23 6-Week UIL Eligibility
Cut-Off Date

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

20 Days / 8,900 Minutes

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

18 Days / 8,010 Minutes

10 Grading Period/ UIL
Eligibility Cut-Off Date
13-17 Student/ Staff Holidays
20 Fourth 9-Week Grading
Period Begins

7 Staff Workday/
Student Holiday
7 Grading Period/ UIL
Eligibility Cut-Off Date
10 Student/ Staff Holiday
11 Second 9-Weeks Grading
Period Begins
31 Staff Exchange Day/
Student Holiday

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

18 Days / 8,010 Minutes

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10*	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

18 Days / 8,010 Minutes

7 Student/ Staff Holiday
10 Staff Workday/
Student Holiday
10* Weather Make Up Day
(Check district notices.
May not be necessary.)

1 Staff Workday/
Student Holiday
21-25 Student/ Staff Holidays

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

16 Days / 7,120 Minutes

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 Days / Minutes:

23-24 Early Release High
School Only/ Finals
25 Early Release 6th – 12th
Grades/ Finals
25 Grading Period/UIL
Eligibility Cut-Off Date
25 Last Day of School
26 Staff Work Day
29 Student/ Staff Holiday

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

14-15 Early Release High
School Only/ Finals
16 Early Release 6th – 12th
Grades/ Finals
16 Grading Period/UIL
Eligibility Cut-Off Date
19-30 Student/ Staff Holidays

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

12 Days / Minutes:
5,340 E / 5,245 M / 4,770 H

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

19 Student/ Staff Holiday

100%
HAYS CISD

0 D / 0 E / 0 M / 0 H

■ Student/Staff Holiday
 ■ Staff Workday/Student Holiday
 ■ Important Grading Period Days
 ■ Staff Exchange Day/Student Holiday
 ■ Early Release Grades 6th – 12th
■ Early Release High School Only

Calendar includes 169 student instruction days and 187 teacher workdays. Adopted by the Hays CISD Board of Trustees on January 31, 2022, and revised January 23, 2023 to add Juneteenth 2023 as a holiday.

2022 – 2023 UIL ELIGIBILITY CHART (FOR GRADES 6 – 12 ONLY)

Report	Grading Period Ends	Grades Online by Midnight	Report Issued	Eligibility Affected
Progress Report	September 2	September 6	September 8	N/A
Eligibility Report	September 23	September 27	September 29	September 30 <i>Lose (or Regain*)</i>
Report Card	October 7	October 11	October 13	October 14 <i>Lose or Regain</i>
Eligibility/Progress Report	October 28	November 1	November 3	November 4 <i>Regain</i>
Eligibility/Progress Report	November 18	November 29	December 1	December 5 <i>Regain</i>
Report Card	December 16	January 4	January 5	January 12 <i>Lose or Regain</i>
Eligibility/Progress Report	January 25	January 27	January 31	February 1 <i>Regain</i>
Eligibility/Progress Report	February 15	February 16	February 21	February 22 <i>Regain</i>
Report Card	March 10	March 21	March 24	March 27 <i>Lose or Regain</i>
Eligibility/Progress Report	April 6	April 10	April 12	April 13 <i>Regain</i>
Eligibility/Progress Report	April 28	May 2	May 4	May 5 <i>Regain</i>
Report Card	May 25	May 30	June 2	N/A**

* Students who did not earn the appropriate amount of credits may regain

** Failure to earn enough high school credits may affect UIL eligibility for next school year
This chart is subject to change if inclement weather days cause school to be closed.

BELL SCHEDULE

Elementary Schools	Middle Schools	High Schools
7:30 a.m. – 2:55 p.m. <i>no early release days</i>	8:10 a.m. – 3:35 p.m. (regular days) 8:10 a.m. – 2:00 p.m. (early release days)	8:45 a.m. – 4:10 p.m. (regular days) 8:45 a.m. – 1:00 p.m. (early release days)
7:25/day (445 minutes) [-No early releases]	7:25/day (445 minutes) [-95 minutes each early release]	7:25/day (445 minutes) [-190 minutes each early release]
75,205 Minutes of Instruction*	75,015 Minutes of Instruction*	74,065 Minutes of Instruction*
*Hays CISD requires 73,500 minutes of instruction this school year, which includes the state mandated 75,600 minutes, less 2,100 minutes that has been waived for staff development. Additional minutes denoted in this chart will be applied to cover inclement weather or COVID-related school closures or delays.		

CONNECT WITH US



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www.hayscisd.net/instagram



Ask any question or
tell us what's on your mind:
www.hayscisd.net/heyhays



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www.hayscisd.net/vips



Send a Hays High Five:
www.hayscisd.net/hayshighfive



Crisis help is here:
www.hayscisd.net/hopeline



Visit us on the web:
www.hayscisd.net



HAYS CISD 2023 – 2024 CALENDAR

4 Student/ Staff Holiday

JULY 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

0 Days / 0 Minutes

JANUARY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 Days / 8,455 Minutes

2-14 Staff Workday/
Student Holiday
15 First Day of School/ First
9-Weeks Grading Period

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

13 Days / 5,785 Minutes

FEBRUARY 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16*	17
18	19	20	21	22	23	24
25	26	27	28	29		

16 Staff Workday/
Student Holiday
16* Weather Make Up Day
(Check district notices.
May not be necessary.)
19 Student/ Staff Holiday

19 Days / 8,455 Minutes

4 Student/ Staff Holiday
22 6-Week UIL Eligibility
Cut-Off Date

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

20 Days / 8,900 Minutes

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

8 Grading Period/ UIL
Eligibility Cut-Off Date
11 Fourth 9-Week Grading
Period Begins
18-22 Student/ Staff Holidays
29 Student/ Staff Holiday

15 Days / 6,675 Minutes

6 Staff Workday/
Student Holiday
6 Grading Period/ UIL
Eligibility Cut-Off Date
9 Student/ Staff Holiday
10 Second 9-Weeks Grading
Period Begins
30 Staff Exchange Day/
Student Holiday
31 Staff Workday/
Student Holiday

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

18 Days / 8,010 Minutes

APRIL 2024						
S	M	T	W	Th	F	S
	1*	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Staff Workday/
Student Holiday
1* Weather Make Up Day
(Check district notices.
May not be necessary.)

21 Days / 9,345 Minutes

1 Staff Workday/
Student Holiday
20-24 Student/ Staff Holidays

NOVEMBER 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16 Days / 7,120 Minutes

MAY 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

21-22 Early Release High
School Only/ Finals
23 Early Release 6th – 12th
Grades/ Finals
23 Grading Period/UIL
Eligibility Cut-Off Date
23 Last Day of School
24 Staff Work Day
27 Student/ Staff Holiday

17 Days / Minutes:
7,565 E / 7,470 M / 6,995 H

13-14 Early Release High
School Only/ Finals
15 Early Release 6th – 12th
Grades/ Finals
15 Grading Period/UIL
Eligibility Cut-Off Date
18-29 Student/ Staff Holidays

DECEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11 Days / Minutes:
4,895 E / 4,800 M / 4,325 H

JUNE 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 Student/ Staff Holiday

100%
HAYS CISD

0 D / 0 E / 0 M / 0 H

2023 – 2024 UIL ELIGIBILITY CHART (FOR GRADES 6 – 12 ONLY)

Report	Grading Period Ends	Grades Online by Midnight	Report Issued	Eligibility Affected
Progress Report	Chart to Be Updated Upon Calculation of UIL Dates			
Eligibility Report				
Report Card				
Eligibility/Progress Report				
Eligibility/Progress Report				
Report Card				
Eligibility/Progress Report				
Eligibility/Progress Report				
Report Card				
Eligibility/Progress Report				
Eligibility/Progress Report				
Report Card				

* Students who did not earn the appropriate amount of credits may regain
 ** Failure to earn enough high school credits may affect UIL eligibility for next school year
 This chart is subject to change if inclement weather days cause school to be closed.

BELL SCHEDULE

Elementary Schools	Middle Schools	High Schools
7:30 a.m. – 2:55 p.m. <i>no early release days</i>	8:10 a.m. – 3:35 p.m. (regular days) <i>8:10 a.m. – 2:00 p.m.</i> (early release days)	8:45 a.m. – 4:10 p.m. (regular days) <i>8:45 a.m. – 1:00 p.m.</i> (early release days)
7:25/day (445 minutes) [-No early releases]	7:25/day (445 minutes) [-95 minutes each early release]	7:25/day (445 minutes) [-190 minutes each early release]
75,205 Minutes of Instruction*	75,015 Minutes of Instruction*	74,065 Minutes of Instruction*
*Hays CISD requires 73,500 minutes of instruction this school year, which includes the state mandated 75,600 minutes, less 2,100 minutes that has been waived for staff development. Additional minutes denoted in this chart will be applied to cover inclement weather or COVID-related school closures or delays.		

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www.hayscisd.net/hayshighfive



Crisis help is here:
www.hayscisd.net/hopeline



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HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: L.3

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of Trustee Election Order for May 6, 2023

Administrator Responsible/Position: Tim Savoy, Chief Information Officer

A. Purpose of Agenda Item:

☒ Action needed (Consent)

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

BBB (Legal and Local)

☒ Law or Rule

Texas Election Code and Education Code

☐ N/A

C. Goal or Need Addressed:

School Board Trustee Election

D. Summary:

☒ Previous board action relating to this item – This is an item that occurs every year.

☒ Future action anticipated – This is an item that is expected to continue to occur annually.

☒ Background information – The Board is required by state law to conduct trustee elections. Hays CISD conducts elections annually and trustees are elected for three year terms.

E. Administrative Recommendation:

☒ Advantages/benefits of this proposal – This action allows the district to compliant with state law.

☒ Expected results in terms of student benefit/achievement – The election is conducted according to law.

☒ Possible problems or disadvantages of this proposal – none

☒ Effect of this action on other parts of the system – This endeavor affects all aspects of the district.

☒ Consequences of not approving recommendation – The district would be out of compliance with state law.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

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

Prior Year Spending – N/A

Future/Ongoing – this is an annual occurrence.

G. Monitoring and Reporting Time Line:

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

H. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the election order for the May 6, 2023 trustee election, as presented.

Attachment(s):

The May 6, 2023 Election Order

ORDER OF ELECTION FOR HAYS CONSOLIDATED ISD TRUSTEE ELECTION
(ORDEN DE ELECCION PARA EL DISTRITO ESCOLAR INDEPENDIENTE CONSOLIDADO DE HAYS)

An election is hereby ordered to be held on (Por la presente se ordena que se llevará a cabo una elección el) May 6, 2023 (6 de mayo de 2023) for the purpose of electing (con el propósito de) school district trustees to Single-Member District 1 (distrito de un solo miembro 1), Single-Member District 2 (distrito de un solo miembro 2), and (y) a Trustee At-Large (fideicomisario en general).

Applications for a place on the ballot shall be filed by: 5:00 p.m., Friday, February 17, 2023 (Solicitudes para un lugar en la boleta serán presentadas por: 5:00 p.m., viernes, 17 de febrero de 2023)

Main Early Voting Locations (Principales lugares de votación anticipada):

Early voting by personal appearance will be conducted at the following locations: (La votación anticipada en persona se llevará a cabo en los siguientes lugares):

Hays County Voters: Hays CISD Administration* (Old Printshop Building) 21003 IH 35 Kyle, Texas 78640 Historic Buda School (Upper Campus – Kunkel Room) 300 San Marcos Street Buda, Texas 78610 Early voting by personal appearance in Hays County shall be conducted on the dates and at the times as shown in Exhibit A. <i>La votación anticipada en persona en el condado de Hays se llevará a cabo en las fechas y horas que se muestran en el Anexo A.</i>	Caldwell County Voters: Caldwell County Elections Office* Scott Annex Building 1403 Blackjack St., Suite A Lockhart, TX 78644 Early voting by personal appearance in Caldwell County shall be conducted on the dates and at the times as shown in Exhibit B. <i>La votación anticipada en persona en el condado de Caldwell se llevará a cabo en las fechas y horas que se muestran en el Anexo B.</i>	Travis County Voters: The main Travis County early voting location will be noted on Exhibit C* Early voting by personal appearance in Travis County shall be conducted on the dates and at the times as shown in Exhibit C. <i>La votación anticipada en persona en el condado de Travis se llevará a cabo en las fechas y horas que se muestran en el Anexo C.</i>
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*main early voting locations

Branch Early Voting & Election Day Voting Locations (Ubicación de las sucursales para la votación anticipada y el día de las elecciones):

Additional branch early voting locations will be listed in the election notice. (Los lugares de votación anticipada de las sucursales adicionales se enumerarán en el aviso de elección.) All election day locations will be listed in the election notice once the locations have been determined. (Todas las ubicaciones del día de las elecciones se enumerarán en el aviso de elección una vez que se hayan determinado las ubicaciones.)

Applications for Ballot by Mail (Solicitudes de boletas por correo):

Applications for Ballot by Mail shall be mailed to (Las solicitudes para boletas que se votarán ausencia deberán enviarse por correo a):

Hays County Voters: Hays County Elections Administrator Attn: Early Voting Clerk Hays County Government Center 712 S. Stagecoach Trail, Suite 1045 San Marcos, TX 78666 512-393-7310 elections@co.hays.tx.us https://hayscountytx.com/departments/elections/ Applications for ballot by mail must be received no later than the close of business on (Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el) April 25, 2023 (25 de abril 2023)	Caldwell County Voters: Caldwell County Elections Administrator Attn: Early Voting Clerk Scott Annex Building 1403 Blackjack St., Suite A Lockhart, TX 78644 512-668-4347 caldwellec@co.caldwell.tx.us www.co.caldwell.tx.us/page/caldwell.ElectionsOffice Applications for ballot by mail must be received no later than the close of business on (Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el) April 25, 2023 (25 de abril 2023)	Travis County Voters: Travis County Early Voting Clerk PO Box 149325 Austin, TX 78714-9325 512-238-VOTE [512-238-8683] elections@traviscountytx.gov https://countyclerk.traviscountytx.gov/departments/elections/ Applications for ballot by mail must be received no later than the close of business on (Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el) April 25, 2023 (25 de abril 2023)
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Issued this 23rd day of January 2023 (Emitida este día 23 de enero 2023)

Signature of Presiding Officer

Member

Member

Member

Member

EXHIBIT A: HAYS COUNTY EARLY VOTING TIMES

(ANEXO A: HORARIO DE VOTACIÓN ANTICIPADA DEL CONDADO DE HAYS)

Early voting by personal appearance in Hays County shall be conducted on the dates and at the times as shown in this exhibit once they are announced by the county elections office. They will also be provided in the district's election notice. Early voting by personal appearance shall begin on Monday, April 24, 2023 and end on Tuesday, May 2, 2023.

La votación anticipada en persona en el condado de Hays se llevará a cabo en las fechas y horarios que se muestran en este anexo una vez que la oficina electoral del condado los anuncie. También se proporcionarán en el aviso de elección del distrito. La votación anticipada en persona comenzará el lunes 24 de abril de 2023 y finalizará el martes 2 de mayo de 2023.

EXHIBIT B: CALDWELL COUNTY EARLY VOTING TIMES
(ANEXO B: HORARIO DE VOTACIÓN ANTICIPADA DEL CONDADO DE CALDWELL)

Early voting by personal appearance in Caldwell County shall be conducted on the dates and at the times as shown in this exhibit once they are announced by the county elections office. They will also be provided in the district’s election notice. Early voting by personal appearance shall begin on Monday, April 24, 2023 and end on Tuesday, May 2, 2023.

La votación anticipada en persona en el condado de Caldwell se llevará a cabo en las fechas y horarios que se muestran en este anexo una vez que la oficina electoral del condado los anuncie. También se proporcionarán en el aviso de elección del distrito. La votación anticipada en persona comenzará el lunes 24 de abril de 2023 y finalizará el martes 2 de mayo de 2023.

EXHIBIT C: TRAVIS COUNTY EARLY VOTING TIMES

(ANEXO C: HORARIO DE VOTACIÓN ANTICIPADA DEL CONDADO DE TRAVIS)

Early voting by personal appearance in Travis County shall be conducted on the dates and at the times as shown in this exhibit once they are announced by the county elections office. They will also be provided in the district’s election notice. Early voting by personal appearance shall begin on Monday, April 24, 2023 and end on Tuesday, May 2, 2023.

La votación anticipada en persona en el condado de Hays se llevará a cabo en las fechas y horarios que se muestran en este anexo una vez que la oficina electoral del condado los anuncie. También se proporcionarán en el aviso de elección del distrito. La votación anticipada en persona comenzará el lunes 24 de abril de 2023 y finalizará el martes 2 de mayo de 2023.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: L.4

Board Goal: Board/Staff/Community Relations

Subject: Second Reading and possible adoption of TASB Policy Update 120 Affecting Local Policies

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

The official Board Policies have been designated in accordance with BF(LOCAL) and shall be considered authoritative and binding.

C. Goal or Need Addressed:

Legal policies reflect changes mandated by federal and/or state law and must be incorporated into our district policies. Board discretion may be exercised on local policies.

D. Summary:

☐ **Previous board action relating to this item** – TASB Policy Update 120 was presented for First Reading at the January 17, 2023 Board Meeting.

☒ **Future action anticipated –**

☒ **Background information** – Update 120 focuses on updating (LEGAL) policies that were affected by changes in administrative rule and commissioner of education rulings. Several (LOCAL) policy revisions to local policies listed below, are provided by TASB and reflect the changes in law or administrative rules for organizational and restructuring purposes:

BBB (LOCAL): Board members – Elections

CB (LOCAL): State and Federal Revenue Sources

CKC (LOCAL): Safety Program/Risk Management – Emergency Plans

FNG (LOCAL): Student Rights and Responsibilities – Student and Parent Complaints/Grievances

FO (LOCAL): Student Discipline

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☒ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

The TASB Update 120 is presented as a First Reading for the Board's consideration, review and feedback.

G. Suggested Motion

I move that the Hays CISD Board of Trustees approve the adoption of the TASB Policy Update 120, as presented



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

BOARD MEMBERS
ELECTIONS

BBB
(LOCAL)

Membership	The Board shall consist of seven members.
Method of Election	Election of Board members shall be a combination of at large and by single-member districts.
Election Date	General election of board members shall be on the May uniform election date.
Term Elections and Election Schedule	Board members shall be elected at large or by single-member district for three-year terms, with the elections conducted annually, as follows:
At Large	
Single-Member District 3 and One At-Large Position	The election of one ^{two} Board member ^{members} shall be held in 2018, 2021, 2024, 2027, 2030, and in three-year intervals thereafter.
Single-Member Districts 4 and 5	The election of one ^{two} Board member ^{members} shall be held in 2023, 2026, 2029, 2019, 2022, 2025 and in three-year intervals thereafter.
Single-Member Districts District 1 and 2 and One At-Large Position	Five ^{The election of three} Board members shall be elected by single-member districts for three-year terms, with elections conducted annually, as follows:
District 3	The election for single-member district number 3 shall be held in 2024, 2027, 2030, held in 2020, 2023, 2026, and in three three -year intervals thereafter.
Districts 4 and 5	The election for single-member district numbers 4 and 5 shall be held in 2025, 2028, 2031, and in three-year intervals thereafter.
Districts 1 and 2	The election for single-member district numbers 1 and 2 shall be held in 2023, 2026, 2029, and in three-year intervals thereafter.
Method of Voting	The at-large candidates receiving the highest number of votes for the number of seats ^{positions} with expiring terms shall be elected.
At Large	
Plurality	
Single-Member Districts	To be elected, a single-member district candidate must receive more votes than any other candidate for the single-member district.
Plurality	

STATE AND FEDERAL REVENUE SOURCES

CB
(LOCAL)

Grants and Awards

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

Federal Awards

Public Notice and
Input

The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Plan Approval

Approval of required grant and award plans shall be by the Superintendent.

Conflict of Interest

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

STATE AND FEDERAL REVENUE SOURCES

CB
(LOCAL)

For purposes of this policy, "partner" shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above \$50; or ~~\$50; or~~
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding \$100 in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

SAFETY PROGRAM/RISK MANAGEMENT
EMERGENCY PLANS

CKC
(LOCAL)

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; ~~and~~
3. Response to a nearby train derailment, as applicable; and
- ~~3-4.~~ 4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, disability, or other protected characteristics [see FFH] shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints [within the scope of Section 504, including complaints](#) concerning identification, evaluation, or educational placement of a student with a disability, ~~within the scope of Section 504~~ shall be submitted in accordance with FB and the procedural safeguards handbook.
9. [Complaints within the scope of the Individuals with Disabilities Education Act, including complaints](#) ~~Complaints~~ concerning identification, evaluation, educational placement, or discipline of a student with a disability, ~~within the scope of the Individuals with Disabilities Education Act~~ shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with [the EF series](#).

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline. Upon written mutual agreement of both parties, responses may be sent by electronic communication to the student's or parent's email address or fax number of record. Filings sent by electronic communication shall be timely if they are sent by the close of business on the deadline, as indicated by the date/time shown on the electronic communication.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, new documents may be submitted at the sole discretion of the District employee or official presiding over the grievance conference or appeal.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider documents and information provided at Levels One and Two, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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(LOCAL)

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The appeal shall be limited to the issues and documents considered at Level Two.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. The lack of decision or response by the Board upholds the administrative decision at Level Two.

STUDENT DISCIPLINE

FO
(LOCAL)

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

STUDENT DISCIPLINE

FO
(LOCAL)

“Parent” Defined

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee’s duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.

STUDENT DISCIPLINE

FO
(LOCAL)

3. Protect property from serious damage.

~~3.4.~~ Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

~~4. Control an irrational student.~~

~~5.1. Protect property from serious damage.~~

~~A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]~~

**Video and Audio
Monitoring**

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to
Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: L.5

Board Goal: Board/Staff/Community Relations

Subject: Second Reading and possible adoption of proposed revisions to Policy DC(LOCAL)

Administrator Responsible/Position: Dr. Fernando Medina

A. Purpose of Agenda Item:

☐ Action needed

☐ Information only

☒ Receive input

B. Authority for This Action:

☒ Local Policy: DC (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DC(LOCAL)

D. Summary:

☒ Previous board action relating to this item – The Board of Trustees held a First Reading at the January 17, 2023 Board Meeting.

☒ Future action anticipated –

☒ Background information – The recommended revisions to this policy provide clarity in the Board's expectations regarding their authority to employ contractual personnel who serve as administrators.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time. This item will be brought to the Board for final approval in January 23, 2023.

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

☐ 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

I. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the revisions to Policy DC (LOCAL), as presented.

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel who hold the position of high school head football coach/athletic coordinator, high school band director/fine arts coordinator, assistant principal, academic dean, principal, director, executive officer, deputy officer, chief officer, and deputy superintendent. The Board retains final authority for employment of such personnel. The Board delegates to the Superintendent final authority to employ contractual personnel who are teachers, librarians, counselors, and nurses.
Employment of Noncontractual Personnel	[See DCA, DCB, and DCE as appropriate]
Employment Assistance Prohibited	The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD] No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

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

Date: January 23, 2023

Agenda Item: L.6

Board Goal: School Safety & Security
Board/Staff/Community Relations

Subject: Second Reading and possible adoption of the proposed revisions to TASB Policy DHE (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: DHE ☐ Law or Rule ☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review, receive and give input on the proposed revisions of DHE(LOCAL).

D. Summary:

☐ Previous board action relating to this item –

☐ Future action anticipated -

☒ **Background information** – The recommended revisions to this policy provide clarity in expectations and establish the district's position that Hays CISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace. Human Resources will update Administrative Procedures to ensure consistent practice in situations where an employee may be suspected of being under the influence of a controlled substance and/or alcohol. The Board heard the first reading of revisions to Policy DHE(LOCAL) at the December 12, 2022 Board Meeting.

E. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☒ Teacher Org. Reps. ☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

Administration recommends that the Board approve the revisions to TASB Policy EIF(LOCAL).

G. Fiscal Impact and Cost: Amount: Up to \$60 per employee

☒ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

Prior Year Spending – n/a

Future/Ongoing -

H. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action – Dr. Fernando Medina, Chief HR Officer

Evaluation method and time line –

Next report to the board –

I. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the proposed revisions to Board Policy DHE(LOCAL), as presented.

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

PROPOSED REVISIONS

**Reasonable
Suspicion Searches**

The District reserves the right to conduct searches when the District has reasonable suspicion to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business. Searches that reveal a violation of the District's standards of conduct may result in disciplinary action. [See DH]

**Reasonable
Suspicion Alcohol
and Drug Testing**

The District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol testing shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening. Screenings shall be conducted by a healthcare professional designated by the District and at the District's expense. The District may seek additional assessments from ~~or a member of law enforcement, a District healthcare professional, a chief from the office of safety and security, or the director of human resources.~~ Employees are expected to fully cooperate with testing and refusal to submit to a required test shall be considered a violation of Board policy and may be considered as evidence in the investigation of the alleged work-related misconduct [See DFBB].

A District employee who refuses to comply with a directive to submit to testing based on reasonable suspicion shall be subject to disciplinary action, up to and including termination.

A District employee confirmed to have violated the District's policy pertaining to alcohol or drugs may be subject to disciplinary action, up to and including termination. [See DF series and DH]

Note: The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

**Federally Required
DOT Testing
Program**

In accordance with DOT rules, the District shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles,

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

including school buses. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

Drug-Related
Violations

The following constitute drug-related violations under the DOT rules:

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or controlled substances test.
3. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.
4. Testing positive for controlled substances in a post-accident test.
5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
6. Testing positive for controlled substances in a random test.
7. Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
8. Testing positive for controlled substances in a reasonable suspicion test.

An employee who operates a commercial motor vehicle, including a bus, and commits a drug-related DOT violation as defined above shall not be eligible for reinstatement as a driver.

Alcohol Results
between 0.02 and
0.04

In accordance with DOT rules, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a positive test result for alcohol of 0.02 or greater, see the disciplinary consequences at District-Imposed Consequences, below.]

Reasonable
Suspicion DOT
Testing

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written record documenting the observations leading to a controlled substance reasonable suspicion test.

**District-Defined
Violations**

An employee violates District policy if he or she tests positive for alcohol at a concentration of 0.02 or greater.

**District-Imposed
Consequences**

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances shall be subject to District-imposed discipline, as determined by his or her supervisor and the Superintendent. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a nondriving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: L.7

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of the 2021 Bond funded Athletic Locker Replacement at Dahlstrom MS – Vaughn Construction

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, functional facilities.

D. Summary:

☐ Previous board action relating to this item –

☐ Future action anticipated

☒ Background information

The purpose of this agenda item is to acquire contract services to provide removal and installation for the lockers in the boy's and girl's locker rooms at Dahlstrom MS. The lockers were originally bid as an alternate item with the 2021 Bond DMS Improvements, but not included with the GMP due to budget.

Now that the original construction project is substantially complete, staff recommends utilizing a Job Order Contractor, Vaughn Construction, to complete the locker room work as a stand-alone project, not associated with the original GMP.

This proposal is for a turn-key project. The project will increase the number of girl's lockers from 212 to 616, and the number of boy's lockers from 216 to 559.

This project is tentatively scheduled to be discussed with the FBOC on January 18, 2023.

E. Scope of Options Reviewed:

TCPN (OMNIA Partners) Cooperative Contract #R200107

This is a one-year contract with two (2) options to renew through 01/30/2025

Reasons for rejecting alternatives: N/A

F. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Department of Construction and Planning

G. Administrative Recommendation:

The administration recommends Vaughn Construction for locker removal and installation services in the boy's and girl's locker rooms at Dahlstrom MS.

H. **Fiscal Impact and Cost: Total Amount: \$321,319.00**
☐ Budget – General Operating Fund ☒ Bond 2021 ☐ Grant/Special Funds ☐ Other
Prior Year Spending – \$0
Future/Ongoing – This procurement will be a one-time purchase.

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

J. **Suggested Motion:**
I move that the Hays CISD Board of Trustees approve Vaughn Construction for locker removal and installation at Dahlstrom MS, in the amount of \$321,319, funded by 2021 Bond, as presented.

JOB ORDER PRICE QUOTE

TCPN Contract # R200107

DATE: 11/15/2022

JOB ORDER NAME: Hays CISD DMS Locker Rooms

PRICE QUOTE OF: Vaughn Construction
1400 Universal City Blvd.
Universal City, TX 78148

TO: Hays CISD

Having carefully examined the dimensioned planned drawings, proposal request narrative, as well as the premises and all conditions affecting the Work, the undersigned promises to furnish all labor, all equipment, all materials, all supervision and all other services required to complete the entire work in complete accordance with the Pricing Documents and according to the contracted Pricing Schedule for the following price:

I. JOB ORDER SUM:

THREE-HUNDRED TWENTY-ONE THOUSAND, THREE-HUNDRED
NINETEEN AND 00/100

Dollars \$321,319.00

Note: Amounts shall be shown in both written form and figure form. In the event of a discrepancy between the written amount and the figure amount, the written amount shall govern.

Job Order Duration for Substantial Completion

20
(Working Days)

Job Order Duration for Final Completion

30
(Working Days)

Total value of pre-priced work based on the Unit Price Guide and Coefficient:

\$311,679.00

Total value of non-pre-priced work:

\$0.00

Total value of extraordinary items:

\$0.00

Bond:

\$9,640.00

Qualifications and Clarifications:

Additional qualifications and assumptions are on Page No. 2.

Please feel free to contact me with any questions or concerns. Thank you.

Very Truly Yours,



Weston Breedlove
Vaughn Construction

Hays CISD
DMS Locker Rooms
Estimate



Prepared by: Vaughn Construction
Date: 11/15/2022

Scope	Total
Existing Locker Demolition	\$ 12,614
New Locker Procurement & Install	\$ 292,478
Subtotal	\$ 305,092
GL/Umbrella	\$ 4,980
Builder's Risk	\$ 1,607
Payment & Performance Bond	\$ 9,640
Total	\$ 321,319

Scope:

Demolition of Lockers in Boys and Girls Locker Rooms
Demolition of Concrete Base as Required for New Work
Furnish and Install (230) L1: 12" x 12" x 72" Four-Tier Lockers
Furnish and Install (85) L2: 18" x 18" x 72" Three-Tier Lockers
Furnish and Install (2) DB1: 42" x 20" ADA Locker Room Benches
Furnish and Install (37) DB2: 3' Locker Room Benches

Duration:

4 Weeks

Lead Times:

15 Weeks

Qualifications:

Assumes Existing 4" Concrete Curb is to Remain for New Locker Placement
Excludes New Concrete Work
Excludes Sales Tax
Excludes Permitting
Excludes Asbestos Testing or Abatement
Excludes MEP

HAYS CISD LOCKER ROOM UPDATE

HAYS DISTRICT TOTALS	
TOTAL	4,954
BROKEN	419
GOOD	4,535
%UNUSEABLE	8%

HAYS HS	
TOTAL	830
BROKEN	148
GOOD	682
%UNUSEABLE	17%

LEHMAN HS	
TOTAL	959
BROKEN	101
GOOD	858
%UNUSEABLE	10%

JOHNSON HS	
GREAT SHAPE	

CHAPA GIRLS	
TOTAL	502
BROKEN	18
GOOD	484
%UNUSEABLE	4%

CHAPA BOYS	
TOTAL	538
BROKEN	28
GOOD	510
%UNUSEABLE	5%

DAHLSTROM GIRLS	
TOTAL	212
BROKEN	36
GOOD	176
%UNUSEABLE	17%

DAHLSTROM BOYS	
TOTAL	200
BROKEN	65
GOOD	135
%UNUSEABLE	32%

MCCORMICK GIRLS	
TOTAL	606
BROKEN	2
GOOD	604
%UNUSEABLE	<1%

MCCORMICK BOYS	
TOTAL	558
BROKEN	1
GOOD	557
%UNUSEABLE	<1%

WALLACE GIRLS	
TOTAL	216
BROKEN	42
GOOD	174
%UNUSEABLE	19%

WALLACE BOYS	
TOTAL	216
BROKEN	42
GOOD	174
%UNUSEABLE	19%

BARTON GIRLS	
TOTAL	518
BROKEN	3
GOOD	515
%UNUSEABLE	<1%

BARTON BOYS	
TOTAL	517
BROKEN	25
GOOD	492
%UNUSEABLE	4%

SIMON BOYS	
TOTAL	662
BROKEN	16
GOOD	646
%UNUSEABLE	2%

*****DAHLSTROM IS IN THE PROCESS OF RECEIVING NEW LOCKERS**

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: L.8

Board Goal: Board/Staff/Community Relations

Subject: Ratification of Building Repair Expenses Resulting from Winter Storm Elliot, December 2022

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 compliance with procurement procedures

Summary:

☐ Previous board action relating to this item

☐ Future action anticipated -

☒ Background information –

During Winter Break 2022, Winter Storm Elliot brought freezing temperatures to Central Texas which caused freeze damage to several Hays CISD Facilities.

Hays CISD Staff responded to all incidents and required contractor assistance at the Impact Center, Fuentes ES, and Hays HS.

At the Impact Center, a water line burst in the attic causing damage to the administration and dining areas. Cotton Industries responded with clean-up and restoration. The campus was open for students on January 5, 2023 without an interruption in service.

At Fuentes ES, the fire sprinkler in the mechanical room burst causing damage to the cafeteria area. Cotton Industries responded with clean-up and restoration. The campus was open for students on January 5, 2023 without an interruption in service.

At Hays HS, the fire sprinkler in the old food serving line in the cafeteria s froze and ruptured. Water ran under the wall into the MDF down a floor drain. There was minimal drywall damage, which has already been repaired by staff. The campus was open for students on January 5, 2023 without an interruption in service

D. Scope of Options Reviewed:

BuyBoard Contract 675-22 "General Disaster and Recovery Restoration Services"

Reasons for rejecting alternatives: N/A

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

The administration recommends that the Board approve the ratification as presented.

G. Fiscal Impact and Cost: Amount: To be determined

☒ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

The District's deductible for weather events with the TASB Risk Management Fund is \$1,000,000
Here is the current ratification request, which will be updated for the meeting.

Location	Item	Vendor	Estimated Cost
Impact	Emergency Clean-up	Cotton Commercial	\$42,500
	Re-construction		\$65,000
FES	Emergency Clean-up		\$39,950
	Reconstruction		\$30,000
HHS	Emergency Clean-up		\$7,500
			\$184,950

Prior Year Spending –

Future/Ongoing – To be determined by need

H. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action – Max Cleaver, Chief Operations Officer

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move that the Hays CISD Board of Trustee approve the ratification of the repairs resulting from Winter Storm Elliot, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: L.9

Subject: Consideration and possible approval of 2023-2024 Budget Calendar

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: CE (LOCAL) ☐ Law or Rule ☐ N/A

C. Goal or Need Addressed:

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.

D. Summary:

☐ Previous board action relating to this item –

☒ Background information:

As part of the overall budget process, the budget calendar is a living document informing the board and the public of the significant tasks, duties, and important dates related to planning and preparing for the 2023-2024 budget to be adopted by the board in June 2023. As part of the budget process, monthly status reports will be given to the board during the regular monthly board meetings.

E. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other – Budget workshop(s)

F. Administrative Recommendation:

The administration recommends approval of the 2023-2024 budget calendar.

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

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the 2023-2024 Budget Calendar, as presented.

Hays Consolidated Independent School District

2023-2024 Budget Calendar

December	• Develop budget calendar (approve by cabinet). • Update payroll budget template and meet with departments to discuss staffing. • Review Demographer results; Update TEA attendance module. • Human Resources engages with TASB for Pay Structure review. • "Staff Request" form presented to cabinet.
January	• 10th - 88th Legislature Session begins • Review State Comptroller property value study • Update State value template; Update State funding template; Update MUNIS system for budget entry; Update payroll budget template. • Meet with departments to discuss staffing • 23rd - Present Budget Calendar to Board. Discuss board priorities. HR requests early hiring from Board of Trustees • Ongoing - Human Resources begins campus allocation process with demographer projections. Campus program changes identified (e.g. Changes in SpEd Program locations, PK relocations, etc.)
February	• HR Board Education Session - One on One • Preliminary calculations on federal entitlements • Update payroll budget template. • 3rd - Cabinet presents staffing requests to Human Resources • 6th - Distribute campus and department budget allocations+ • 21st - Board considers approval of Early Release positions • 24th - Human Resources distributes preliminary staffing allocations to campuses.
March	• HR Board Education Session - One on One. • Update payroll budget template. Assist campuses and departments with budget input. • 6th - Present revenue projections to superintendent and cabinet. • 6th - 10th - HR holds staffing discussions with departments. • 20th - Cabinet identifies department priorities. • 27th - Present budget summary report and assumptions to board. • 27th - Board to approve preliminary cost of living adjustment and set teacher starting salary.
April	• HR Board Education Session - One on One. • HR to present results of TASB study to Superintendent and Cabinet. • Update payroll budget template • 7th - ALL BUDGET WORKSHEETS DUE TO FINANCE. • 30th - Certified Estimates from appraisal districts (Hays; Travis; Caldwell); Estimated preliminary taxable values and local revenue projection.
May	• HR Board Education Session - One on One • Present first draft of budget to Superintendent and Cabinet; Budget Workshop with board (TBD first week of May) • 2nd - Analysis Debt Service revenue estimate to determine if a defeasance resolution is needed. • 8th - Draft Compensation plan to the Superintendent and Cabinet. • 15th - TASB study presented to the Board of Trustees • Finalize payroll budget template. • 29th - 88th Legislature adjourns "sine die" • 30th - Truth in Taxation Notice due to paper
June	• Board Education Session - One on One. • Budget Workshops with board (TBD June 5th and 12th) • 8th - publication of District's truth in taxation notice • 26th - Conduct Public Hearing on proposed 2024 budget; Adopt Compensation Plan; Adopt 2024 budget
July	• 25th - Receive certified values from appraisal districts (Hays; Travis; Caldwell) • Revise the Truth in Taxation notice via the state template
August	• 1st - 4th Hays Co Tax Assessor Collector revised Truth in Taxation Notice for website • 28th Board action - acceptance of certified values; approve ordinance for setting tax rate

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.1

Board Goal: Academic Achievement

Subject: Second Reading of proposed amendments to the Hays CISD District of Innovation (DOI) Plan –
Amendment 2: Certification Exemptions

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: DBA, DK (Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Hays CISD's current DOI Plan exists to support district goals aligned with student achievement for every student. A recommendation to amend our current DOI Plan is proposed to leverage additional tools to assist in achieving our goals.

A total of six amendments received support from the district leadership team.

Amendment 2: Exempt the District from the state law that requires school districts to hire teachers who are certified by the State Board for Educator Certification. In addition to the current DOI exemption related to Career and Technical Education (CTE), state certification shall not be required for secondary-level teachers of mathematics, science, or languages other than English. The Superintendent will have authority to approve the recommendation. All other teaching assignments shall require certification in accordance with state law.

Related Statute: TEC §21.003 - Requires that a person may not be employed as a teacher by a district unless the person holds an appropriate certification or permit issued by the State Board of Educator Certification.

Board Policy: DBA, DK

D. Summary:

☒ Previous board action relating to this item – DOI Plan

☒ Future action anticipated – Adoption of Amended DOI Plan anticipated in February 2023

☒ Background information

A designated District of Innovation may choose to amend its plan at any time pursuant to applicable sections of Texas Education Code (TEC) and Texas Administrative Code (TAC). The process is as follows:

1. An amendment may be made to a DOI plan at any time during the term of the plan.
2. An amendment to a DOI plan does not require the district to repeat the adoption process in its entirety.
3. An amendment to a DOI plan does not change the date of the term of the plan; the original adopted term must remain the same

As part of TEA requirements, Hays CISD has or will engage in the following:

1. November 10, 2022 - District Leadership Team (DLT) met to review and make amendment recommendations to the Hays CISD DOI plan.
2. January 12, 2023 - District Leadership Team (DLT) will meet to consider final version of the proposed amendments to the Hays CISD DOI plan.

3. January 17, 2023 - Board of Trustees conducts first reading of proposed amendments.
4. January 23, 2023 - Board of Trustees conducts second reading of proposed amendments.
5. February 13, 2023 - Board of Trustees considers action on the proposed amendments.
6. February 15, 2023 - District notifies the commissioner of the approved plan
7. March 6, 2023 - District ensures that a copy of the local innovation plan is posted on the district's website and provides a copy (link to website) to TEA no later than this date.

E. Comments Received:

☒ Cabinet ☒ DLT ☐ FBOC ☒ Teacher Org. Reps. ☒ Other: Legal Counsel

F. Administrative Recommendation:

No recommendation necessary. This is the second reading.

G. Fiscal Impact and Cost: N/A

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

H. Monitoring and Reporting Timeline:

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

I. Suggested Motion

No motion is needed at this time. This agenda item is presented as an Information Item.



Hays CISD District of Innovation Plan Effective December 17, 2018 – December 17, 2023

District Goals:

1. Hays CISD believes in the achievement of every student. The District will evaluate and address the individual needs of each student. Student performance will be evaluated in academics, college readiness, and career development. Our staff believes in the education of the whole child and knows that success is based on more than the results of a single test.
2. Hays CISD is dedicated to the safety social and emotional well-being of students and staff. A safe environment must include secure facilities, staff and student training, and our adopted standard response protocol. The district will partner with local and state entities to assure preparedness. Specific areas to be addressed are campus access, detecting and reporting possible threats, and building an environment of trust between adults and all students. Our Emergency Operations Plan is updated annually and followed throughout the district.
3. Hays CISD is dedicated to treating all stakeholders with respect and dignity. Cultivating great community and staff relations requires empathy, visibility, trust, and communication. Communication through all appropriate avenues is a priority, and staff will receive training in these areas. Our district is committed to increasing client engagement both internally and externally.

Proposed Innovation:

First Day of Instruction

TEC Code Requiring Exemption:

TEC §25.0811: A school district may not begin instruction for students for a school year before the fourth Monday in August.

Innovation for HaysCISD:

District Goals 1 and 3

An exemption to this statute will provide the opportunity to develop a school calendar that positively impacts students by:

-  Balancing the disparity in the number of instructional days in each semester
-  Ending the first semester by Christmas break so that final exams for high school students do not extend beyond the break
-  Matching HaysCISD semesters to coincide with the calendar of colleges from which students are taking dual credit courses
-  Providing flexibility for students to enroll in summer school, internships, employment, and professional certification experiences
-  Allowing for more instruction time prior to state-mandated testing and retesting, as well as AP and SAT testing

This exemption will also support teacher growth by:

-  Supporting the adult learning model by providing ongoing professional development throughout the year
-  Allowing staff to prepare for the school year by decreasing the amount of professional development in August

Implementation Considerations:

-  The HaysCISD calendar committee will convene annually to collaboratively develop and recommend a district calendar that is designed to promote the effective delivery of classroom instruction and school/district operations.
-  Teacher contracts will remain at 187 days.

Proposed Innovation:

CTE Teacher Certification

TEC Code Requiring Exemption:

TEC §21.003: Requires that a person may not be employed as a teacher by a district unless the person holds an appropriate certification or permit issued by the State Board of Educator Certification (SBEC).

Innovation for HaysCISD:

District Goal 1

HaysCISD seeks to hire certified and highly qualified individuals for every teaching position. Currently, in the event the district cannot locate a certified teacher for a CTE position, the district must submit a request to the Texas Education Agency. TEA will then either approve or deny the request. At this time, non-certified professionals cannot be hired or paid without SBEC certification on file.

Because of the nature of Career and Technical Education courses at Hays HS, Johnson HS, and Lehman HS, the current certification requirements restrict the district's ability to hire CTE professionals with the most applicable experience and qualifications. Flexibility to establish local teacher certification requirements when hiring CTE teachers will allow the district to:

-  Select from a larger and more experienced candidate pool for CTE courses
-  Establish requirements for professionals transitioning to CTE education from other careers
-  Hire CTE teaching staff with industry-standard professional certifications, or those not currently certified in accordance with TEA standards

-  Utilize the talents and skills of those in our community who would benefit the CTE needs of our students.

Implementation Considerations:

-  Exemption from TEC 21.003 is limited to provide hiring flexibility in the specific instructional area of Career and Technical Education only. All other instructional staff are required to hold valid SBEC certificates and will receive Chapter 21 contracts in accordance with policy and law.
-  HaysCISD will develop minimum required qualifications for individuals hired for such positions and will outline required professional development in the areas of student management, instructional strategies, curriculum, and parent engagement.
-  HaysCISD will utilize the standard teacher salary schedule for CTE instructors.
-  Parents will be notified when students are instructed by personnel without SBEC certification. Notification will include industry certifications held by the CTE instructor.

Amendment 1 to Hays CISD District of Innovation Plan

Adopted following the process timeline on: April 20, 2020

AREA OF INNOVATION

With regard to each area of innovation, the District declares exemption from the listed statutory provisions, as well as any implementing rules or regulations promulgated pursuant to those statutory provisions by any state agency or entity, including but not limited to the Commissioner of Education, Texas Education Agency, State Board for Educator Certification, and State Board of Education.

1. Preclusion from providing alternative Uniform Group Coverage Program once the program of coverages under Chapter 1579, Insurance Code is implemented.

Exemption from: TEC §22.004(i)

Related Board Policies: HCISD CRD (LEGAL) and CRD (LOCAL)

Manner in which statute inhibits the goals of the plan

TEC §22.004 (i) states that a school district may not make group health coverage available to its employees pursuant to TEC 22.004(b) after the date a District implements the program of coverages provided under Chapter 1579 of the Texas Insurance Code. The current process allows no flexibility in the design of group health insurance benefits to fit the needs of all Hays Consolidated ISD employees. This provision also prohibits the District from procuring group health insurance benefits that may provide better coverages for its employees and at a

lower cost. This provision is in direct contradiction to the wishes of the local Board of Trustees who represent community interests in this matter.

On January 27, 2020, the Board of Trustees adopted findings declaring that Texas Education Code 22.004 is not in any of the prohibited exemptions that can be included in a District's local innovation plan pursuant to Texas Education Code 12A.004 and the list of the Commissioner's prohibited exemptions in Texas Administrative Code Title 19, Chapter 102, subchapter JJ, Section 102.1309.

Innovation for HaysCISD:

Increased local control of the group health benefits plan to allow the District to be responsive to employee and community needs.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.2

Board Goal: Academic Achievement

Subject: Second Reading of proposed amendments to the Hays CISD District of Innovation (DOI) Plan –
Amendment 3: Contract Renewal Notification Timeline

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: DFBB, DFAB
(Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Hays CISD's current DOI Plan exists to support district goals aligned with student achievement for every student. A recommendation to amend our current DOI Plan is proposed to leverage additional tools to assist in achieving our goals.

A total of six amendments received support from the district leadership team.

Amendment 3: Exempt the District from the state law requiring the Board to provide notice of proposed nonrenewal or termination of a principal no later than the tenth day before the last day of instruction. The Board shall provide notice of its decision for nonrenewal to the principal no later than June 30.

Related Statute: TEC §21.103(a). PROBATIONARY CONTRACT: The board of trustees of a school district may terminate the employment of a teacher employed under a probationary contract at the end of the contract period if in the board's judgment the best interests of the district will be served by terminating the employment. The board of trustees must give notice of its decision to terminate the employment to the teacher not later than the 10th day before the last day of instruction required under the contract. TEC §21.206(a). TERM CONTRACT; on later than the 10th day before the last day of instruction in a school year, the board of trustees shall notify in writing each teacher whose contract is about to expire whether the board proposes to renew or not renew the contract.

Board Policy: DFBB, DFAB

D. Summary:

☒ Previous board action relating to this item – DOI Plan

☒ Future action anticipated – Adoption of Amended DOI Plan anticipated in February 2023

☒ Background information

A designated District of Innovation may choose to amend its plan at any time pursuant to applicable sections of Texas Education Code (TEC) and Texas Administrative Code (TAC). The process is as follows:

1. An amendment may be made to a DOI plan at any time during the term of the plan.
2. An amendment to a DOI plan does not require the district to repeat the adoption process in its entirety.
3. An amendment to a DOI plan does not change the date of the term of the plan; the original adopted term must remain the same

As part of TEA requirements, Hays CISD has or will engage in the following:

1. November 10, 2022 - District Leadership Team (DLT) met to review and make amendment recommendations to the Hays CISD DOI plan.
2. January 12, 2023 - District Leadership Team (DLT) will meet to consider final version of the proposed amendments to the Hays CISD DOI plan.
3. January 17, 2023 - Board of Trustees conducts first reading of proposed amendments
4. January 23, 2023 - Board of Trustees conducts second reading of proposed amendments.
5. February 13, 2023 - Board of Trustees considers action on the proposed amendments.
6. February 15, 2023 - District notifies the commissioner of the approved plan
7. March 6, 2023 - District ensures that a copy of the local innovation plan is posted on the district's website and provides a copy (link to website) to TEA no later than this date.

E. Comments Received:

☒ Cabinet ☒ DLT ☐ FBOC ☒ Teacher Org. Reps. ☒ Other: Legal Counsel

F. Administrative Recommendation:

No recommendation necessary. This is the second reading.

G. Fiscal Impact and Cost: N/A

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

H. Monitoring and Reporting Timeline:

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

I. Suggested Motion

No motion is needed at this time. This agenda item is presented as an Information Item.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.3

Board Goal: Academic Achievement

Subject: Second Reading of proposed amendments to the Hays CISD District of Innovation (DOI) Plan –
Amendment 4: Due Process

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: DFAA, DFBA

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Hays CISD's current DOI Plan exists to support district goals aligned with student achievement for every student. A recommendation to amend our current DOI Plan is proposed to leverage additional tools to assist in achieving our goals.

A total of six amendments received support from the district leadership team.

Amendment 4: Exemption from the due process including the notice and hearing to suspend a teacher without pay pending discharge of the teacher's employment.

Related Statute: TEC §21.211(b) - The board of trustees may suspend a teacher without pay for a period not to extend beyond the end of the school year pending discharge of the teacher. TEC §21.104(b) - In lieu of discharge or pending discharge, a school district may suspend a teacher without pay for good cause as specified by Subsection (a) for a period not to extend beyond the end of the current school year.

Board Policy: DFAA, DFBA

D. Summary:

☒ Previous board action relating to this item – DOI Plan

☒ Future action anticipated – Adoption of Amended DOI Plan anticipated in February 2023

☒ Background information

A designated District of Innovation may choose to amend its plan at any time pursuant to applicable sections of Texas Education Code (TEC) and Texas Administrative Code (TAC). The process is as follows:

1. An amendment may be made to a DOI plan at any time during the term of the plan.
2. An amendment to a DOI plan does not require the district to repeat the adoption process in its entirety.
3. An amendment to a DOI plan does not change the date of the term of the plan; the original adopted term must remain the same

As part of TEA requirements, Hays CISD has or will engage in the following:

1. November 10, 2022 - District Leadership Team (DLT) met to review and make amendment recommendations to the Hays CISD DOI plan.
2. January 12, 2023 - District Leadership Team (DLT) will meet to consider final version of the proposed amendments to the Hays CISD DOI plan.

3. January 17, 2023 - Board of Trustees conducts first reading of proposed amendments.
4. January 23, 2023 - Board of Trustees conducts second reading of proposed amendments.
5. February 13, 2023 - Board of Trustees considers action on the proposed amendments.
6. February 15, 2023 - District notifies the commissioner of the approved plan
7. March 6, 2023 - District ensures that a copy of the local innovation plan is posted on the district's website and provides a copy (link to website) to TEA no later than this date.

E. Comments Received:

☒ Cabinet ☒ DLT ☐ FBOC ☒ Teacher Org. Reps. ☒ Other: Legal Counsel

F. Administrative Recommendation:

No recommendation necessary. This is the second reading.

G. Fiscal Impact and Cost: N/A

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

H. Monitoring and Reporting Timeline:

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

I. Suggested Motion

No motion is needed at this time. This agenda item is presented as an Information Item.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.4

Board Goal: Academic Achievement

Subject: Second Reading of proposed amendments to the Hays CISD District of Innovation (DOI) Plan –
Amendment 5: Probationary Contracts

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: DCA (Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Hays CISD's current DOI Plan exists to support district goals aligned with student achievement for every student. A recommendation to amend our current DOI Plan is proposed to leverage additional tools to assist in achieving our goals.

A total of six amendments received support from the district leadership team.

Amendment 5: Exempt the District from state law regarding the maximum length of time an experienced teacher may be employed on a probationary contract. At the recommendation of the Superintendent, a probationary contract may be renewed for up to two additional one-year periods for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the District.

Related Statute: TEC §21.102(b) - The probationary contract may be renewed for two additional one-year periods, for a maximum permissible probationary contract period of three school years, except that the probationary period may not exceed one year for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the district.

Board Policy: DCA

D. Summary:

☒ Previous board action relating to this item – DOI Plan

☒ Future action anticipated – Adoption of Amended DOI Plan anticipated in February 2023

☒ Background information

A designated District of Innovation may choose to amend its plan at any time pursuant to applicable sections of Texas Education Code (TEC) and Texas Administrative Code (TAC). The process is as follows:

1. An amendment may be made to a DOI plan at any time during the term of the plan.
2. An amendment to a DOI plan does not require the district to repeat the adoption process in its entirety.
3. An amendment to a DOI plan does not change the date of the term of the plan; the original adopted term must remain the same

As part of TEA requirements, Hays CISD has or will engage in the following:

1. November 10, 2022 - District Leadership Team (DLT) met to review and make amendment recommendations to the Hays CISD DOI plan.

2. January 12, 2023 - District Leadership Team (DLT) will meet to consider final version of the proposed amendments to the Hays CISD DOI plan.
3. January 17, 2023 - Board of Trustees conducts first reading of proposed amendments.
4. January 23, 2023 - Board of Trustees conducts second reading of proposed amendments.
5. February 13, 2023 - Board of Trustees considers action on the proposed amendments.
6. February 15, 2023 - District notifies the commissioner of the approved plan
7. March 6, 2023 - District ensures that a copy of the local innovation plan is posted on the district's website and provides a copy (link to website) to TEA no later than this date.

E. Comments Received:

☒ Cabinet ☒ DLT ☐ FBOC ☒ Teacher Org. Reps. ☒ Other: Legal Counsel

F. Administrative Recommendation:

No recommendation necessary. This is the second reading.

G. Fiscal Impact and Cost: N/A

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

H. Monitoring and Reporting Timeline:

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

I. Suggested Motion

No motion is needed at this time. This agenda item is presented as an Information Item.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.6

Board Goal: Academic Achievement

Subject: Second Reading of proposed amendments to the Hays CISD District of Innovation (DOI) Plan –
Amendment 6: Reading Academies

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: DMA (Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Hays CISD's current DOI Plan exists to support district goals aligned with student achievement for every student. A recommendation to amend our current DOI Plan is proposed to leverage additional tools to assist in achieving our goals.

A total of six amendments received support from the district leadership team.

Amendment 6: Exempt the District from the state law requiring each teacher in kindergarten, first, second, or third grade and each elementary principal to attend the state's reading academy by the end of their first year of placement in that grade level or campus. The District shall ensure that each teacher in kindergarten, first, second, or third grade and each elementary principal attends the required reading academy by the end of their second year of placement in that grade level or campus. The Superintendent may approve an additional one-year extension under extenuating circumstances.

Related Statute: TEC §28.0062(2)(A) - School districts and open enrollment charter schools must ensure that not later than the 2022- 2023 school year, each classroom teacher in kindergarten or first, second, or third grade and each principal at a campus with kindergarten or first, second, or third grade has attended a reading academy.

Board Policy: DMA

D. Summary:

☒ Previous board action relating to this item – DOI Plan

☒ Future action anticipated – Adoption of Amended DOI Plan anticipated in February 2023

☒ Background information

A designated District of Innovation may choose to amend its plan at any time pursuant to applicable sections of Texas Education Code (TEC) and Texas Administrative Code (TAC). The process is as follows:

1. An amendment may be made to a DOI plan at any time during the term of the plan.
2. An amendment to a DOI plan does not require the district to repeat the adoption process in its entirety.
3. An amendment to a DOI plan does not change the date of the term of the plan; the original adopted term must remain the same

As part of TEA requirements, Hays CISD has or will engage in the following:

1. November 10, 2022 - District Leadership Team (DLT) met to review and make amendment recommendations to the Hays CISD DOI plan.

2. January 12, 2023 - District Leadership Team (DLT) will meet to consider final version of the proposed amendments to the Hays CISD DOI plan.
3. January 17, 2023 - Board of Trustees conducts first reading of proposed amendments.
4. January 23, 2023 - Board of Trustees conducts second reading of proposed amendments.
5. February 13, 2023 - Board of Trustees considers action on the proposed amendments.
6. February 15, 2023 - District notifies the commissioner of the approved plan
7. March 6, 2023 - District ensures that a copy of the local innovation plan is posted on the district's website and provides a copy (link to website) to TEA no later than this date.

E. Comments Received:

☒ Cabinet ☒ DLT ☐ FBOC ☒ Teacher Org. Reps. ☒ Other: Legal Counsel

F. Administrative Recommendation:

No recommendation necessary. This is the second reading.

G. Fiscal Impact and Cost: N/A

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

H. Monitoring and Reporting Timeline:

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

I. Suggested Motion

No motion is needed at this time. This agenda item is presented as an Information Item.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.6

Board Goal: Academic Achievement

Subject: Second Reading of proposed amendments to the Hays CISD District of Innovation (DOI) Plan –
Amendment 7: Out-of-State Certification Exemptions

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: DBA, DK (Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Hays CISD current DOI Plan exist to support district goals aligned with student achievement for every student. A recommendation to amend our current DOI is proposed to leverage additional tools to assist in achieving the aforementioned goal.

A total of six amendments received support from the district leadership team.

Amendment 7: Exempt the District from the state law that requires school districts to hire teachers who are certified by the State Board for Educator Certification. The Superintendent shall have the authority to permit a qualified teacher who is certified outside of the state of Texas to teach a course or grade level in their area of certification.

Related Statute: TEC §21.003 - Requires that a person may not be employed as a teacher by a district unless the person holds an appropriate certification or permit issued by the State Board of Educator Certification.

Board Policy: DBA, DK

D. Summary:

☒ Previous board action relating to this item – DOI Plan

☒ Future action anticipated – Adoption of Amended DOI Plan anticipated in February 2023

☒ Background information

A designated District of Innovation may choose to amend its plan at any time pursuant to applicable sections of Texas Education Code (TEC) and Texas Administrative Code (TAC). The process is as follows:

1. An amendment may be made to a DOI plan at any time during the term of the plan.
2. An amendment to a DOI plan does not require the district to repeat the adoption process in its entirety.
3. An amendment to a DOI plan does not change the date of the term of the plan; the original adopted term must remain the same

As part of TEA requirements, Hays CISD has or will engage in the following:

1. November 10, 2022 - District Leadership Team (DLT) met to review and make amendment recommendations to the Hays CISD DOI plan.
2. January 12, 2023 - District Leadership Team (DLT) will meet to consider final version of the proposed amendments to the Hays CISD DOI plan.
3. January 17, 2023 - Board of Trustees conducts first reading of proposed amendments.

4. January 23, 2023 - Board of Trustees conducts second reading of proposed amendments.
5. February 13, 2023 - Board of Trustees considers action on the proposed amendments.
6. February 15, 2023 - District notifies the commissioner of the approved plan
7. March 6, 2023 - District ensures that a copy of the local innovation plan is posted on the district's website and provides a copy (link to website) to TEA no later than this date.

E. Comments Received:

☒ Cabinet ☒ DLT ☐ FBOC ☒ Teacher Org. Reps. ☒ Other: Legal Counsel

F. Administrative Recommendation:

No recommendation necessary. This is the second reading.

G. Fiscal Impact and Cost: N/A

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

H. Monitoring and Reporting Timeline:

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

I. Suggested Motion

No motion is needed at this time. This agenda item is presented as an Information Item.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.7

Board Goal: Board/Staff/Community Relations

Subject: First Reading of proposed revisions to Policy DK (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: DK (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DK (LOCAL)

D. Summary:

☐ Previous board action relating to this item –

☒ Future action anticipated – Adoption of revised policy anticipated in February 2023

☒ Background information – The revisions align with recommendations related to the amended District of Innovation Plan.

This transmittal is in reference to **DOI Amendment 7**: Exempt the District from the state law that requires school districts to hire teachers who are certified by the State Board for Educator Certification. The Superintendent shall have the authority to permit a qualified teacher who is certified outside of the state of Texas to teach a course or grade level in their area of certification.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time. This item will be brought to the Board for final approval in February 2023.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Time Line:

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

I. Suggested Motion:

No motion needed. This item is presented for Board input and discussion.

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Superintendent's Authority

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

Relation to Other Employees

No supervisor shall be allowed to have a close relative assigned in any position for which the supervisor has direct personal control of employment.

This provision shall include brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, and nephew, in addition to the definition of immediate family at DEC(LOCAL).

This policy shall not affect employees employed and assigned prior to October 16, 1989.

Campus Assignments

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

In accordance with the District's local innovation plan exemption regarding SBEC certification ~~[see DBA]~~, the Superintendent shall have the authority to approve a request by the principal for a qualified individual with experience in a ~~career and technical education (CTE)-related~~ field to teach a ~~CTE~~[secondary-level course in career and technical education, mathematics, science, or a language other than English. In addition, the Superintendent can approve a request for a qualified teacher who is certified outside of the state of Texas to teach a course or grade level in their area of certification.](#) All other teaching assignments shall require certification in accordance with state law. [See DBA]

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Supplemental Duties Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Work Calendars and Schedules Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

¹ Innovation Plan: <https://www.hayscisd.net/doi>

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.8

Board Goal: Board/Staff/Community Relations

Subject: First Reading of proposed TASB Policy DFAB (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: DFAB (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DFAB (LOCAL)

D. Summary:

☐ Previous board action relating to this item –

☒ Future action anticipated – Adoption of revised policy anticipated in February 2023

☒ Background information – The revisions align with recommendations related to the amended District of Innovation Plan.

This transmittal is in reference to DOI Amendment 3: Exempt the District from the state law requiring the Board to provide notice of proposed termination of a principal no later than the tenth day before the last day of instruction. The Board shall provide notice of its decision for nonrenewal to the principal no later than June 30.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time. This item will be brought to the Board for final approval in February 2023.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Time Line:

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

I. Suggested Motion:

No motion needed. This item is presented for Board input and discussion.

ADD POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

**Notice of
Termination of a
Principal**

In accordance with the District's innovation plan, the District is exempt from the state law requiring the Board to provide notice of proposed termination of a principal no later than the tenth day before the last day of instruction. The Board shall provide notice of its decision for termination to the principal no later than June 30.

¹ Innovation Plan: <https://www.hayscisd.net/doi>

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.9

Board Goal: Board/Staff/Community Relations

Subject: Second Reading of proposed revisions to Policy DBA (LOCAL)

Administrator Responsible/Position: Dr. Fernando Medina

A. Purpose of Agenda Item:

☐ Action needed

☐ Information only

☒ Receive input

B. Authority for This Action:

☒ Local Policy: DBA (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DBA (LOCAL)

D. Summary:

☐ Previous board action relating to this item – First Reading was presented at the January 17, 2023 Board Meeting

☒ Future action anticipated –

☒ Background information – The revisions align with recommendations related to the amended District of Innovation Plan.

This transmittal is in reference to **DOI Amendment 2**: Exempt the District from the state law that requires school districts to hire teachers who are certified by the State Board for Educator Certification. In addition to the current DOI exemption related to Career and Technical Education (CTE), state certification shall not be required for secondary-level teachers of mathematics, science, or languages other than English. The Superintendent, or designee, will have sole authority to approve the recommendation. All other teaching assignments shall require certification in accordance with state law.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time.

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

☐ 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

I. Suggested Motion:

No motion needed. This item is presented for Board input and discussion.

PROPOSED REVISIONS

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Updating Credentials

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the District:0)

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

State Teacher Certification

In accordance with the District's innovation plan, the District is exempt from the state law that generally requires school districts to hire teachers who are certified by the State Board for Educator Certification. State certification shall not be required for teachers of [secondary-level courses in career and technical education, ~~\(CTE\) courses, mathematics, science, or languages other than English.~~](#) [In addition, the Superintendent shall have the authority to permit a qualified teacher who is certified outside of the state of Texas to teach a course or grade level in their area of certification.](#) All other teaching assignments shall require certification in accordance with state law. [See DK]

Contract Personnel

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

Social Security Number

The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

¹ Innovation Plan: <https://www.hayscisd.net/doi>

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.10

Board Goal: Academic Achievement

Subject: Second Reading of proposed revisions to Policy DCA (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: DCA (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DCA (LOCAL)

D. Summary:

☐ Previous board action relating to this item –

☒ Future action anticipated – Adoption of revised policy anticipated in February 2023

☒ Background information – The recommended revisions to this policy provide clarity in the Board's expectations regarding their authority to employ contractual personnel who serve as administrators.

This transmittal is in reference to Amendment 5: Exempt the District from state law regarding the maximum length of time an experienced teacher may be employed on a probationary contract. At the recommendation of the Superintendent, a probationary contract may be renewed for up to two additional one-year periods for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the District.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time. This item will be brought to the Board for final approval in February 2023.

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

☐ 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

I. Suggested Motion:

No motion needed. This item is presented for Board input and discussion.

ADD POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

**Maximum
Probationary
Contract Period**

In accordance with the District's innovation plan, the District is exempt from state law regarding the maximum length of time an experienced teacher may be employed on a probationary contract. At the recommendation of the Superintendent, a probationary contract may be renewed for up to two additional one-year periods for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the District.

¹ Innovation Plan: <https://www.hayscisd.net/doi>

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.11

Board Goal: Board/Staff/Community Relations

Subject: Second Reading of proposed revisions to Policy DFAA (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: DFAA (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DFAA (LOCAL)

D. Summary:

☐ Previous board action relating to this item –

☒ Future action anticipated – Adoption of revised policy anticipated in February 2023

☒ Background information – The revisions align with recommendations related to the amended District of Innovation Plan.

This transmittal is in reference to DOI Amendment 4: Exempt the District from the due process including the notice and hearing to suspend a teacher without pay pending discharge of the teacher's employment.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time. This item will be brought to the Board for final approval in February 2023.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Time Line:

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

I. Suggested Motion:

No motion needed. This item is presented for Board input and discussion.

PROBATIONARY CONTRACTS
SUSPENSION/TERMINATION –DURING –CONTRACT

DFAA
(LOCAL)

Note: This local policy has been revised in accordance with the District's innovation plan.¹

~~**Note:** This local policy has been revised in accordance with the District's innovation plan.¹~~

Suspension with Pay

A probationary contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

A probationary contract employee may be suspended without pay in extenuating circumstances defined by the Board of Trustees only through Board action-.

DATE ISSUED: 2/15/2017 — ADOPTED: — 1 of 1 UPDATE 107
DFAA(LOCAL)-A

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

Date: January 23, 2023

Agenda Item: M.12

Board Goal: Goal #3 – Board/Staff/Community Relations

Subject: Second Reading of the proposed revisions to TASB Policy DFBA (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: DFBA (LOCAL) ☐ Law or Rule ☐ N/A
- C. Goal or Need Addressed:**
Our goal is for the Board to review and provide feedback regarding the proposed revisions of DFBA (LOCAL)
- D. Summary:**
☐ Previous board action relating to this item –
☒ Future action anticipated – Adoption of revised policy anticipated in February 2023
☒ Background information – The revisions align with recommendations related to the amended District of Innovation Plan.
- This transmittal is in reference to **DOI Amendment 4**: Exempt the District from the due process including the notice and hearing to suspend a teacher without pay pending discharge of the teacher's employment.
- E. Comments Received:**
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☒ Other: Legal Counsel and TASB
- F. Administrative Recommendation:**
No recommendation requested at this time. This item will be brought to the Board for final approval in February 2023.
- G. Fiscal Impact and Cost: Amount: N/A**
☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Dr. Fernando Medina
- I. Suggested Motion:**
No motion needed. This item is presented for Board input and discussion.

TERM CONTRACTS
SUSPENSION/TERMINATION –DURING –CONTRACT

DFBA
(LOCAL)

Note: This local policy has been revised in accordance with the District's innovation plan.¹

Suspension with Pay

A term contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

A term contract employee may be suspended without pay in extenuating circumstances defined by the Board of Trustees only through Board action.

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

Date: January 23, 2023

Agenda Item: M.13

Board Goal: Goal #3 – Board/Staff/Community Relations

Subject: Second Reading of proposed revisions to TASB Policy DFBB (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: DFBB (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DFBB (LOCAL)

D. Summary:

☐ Previous board action relating to this item –

☒ Future action anticipated – Adoption of revised policy anticipated in February 2023

☒ Background information – The revisions align with recommendations related to the amended District of Innovation Plan.

This transmittal is in reference to **DOI Amendment 3**: Exempt the District from the state law requiring the Board to provide notice of proposed nonrenewal of a principal no later than the tenth day before the last day of instruction. The Board shall provide notice of its decision for nonrenewal to the principal no later than June 30.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time. This item will be brought to the Board for final approval in February 2023.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Time Line:

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

I. Suggested Motion:

No motion needed. This item is presented for Board input and discussion.

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed as DH(Local)
16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. Asignificant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

Notice of Proposed
Nonrenewal

The Superintendent or designee shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed nonrenewal not later than the 25th day before the last day of instruction required in the contract.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable

Notice of Non-Renewal or termination of Campus Principal

time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

The Board of Trustees must give notice of its decision to non-renew or terminate the employment to the principal no later than June 30.

Request for Hearing

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

Hearing Procedures

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**Hearing by an
Attorney Designated
by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses shall be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date of the notice of proposed nonrenewal was sent.

Hays CISD
105906

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.14

Board Goal: Board/Staff/Community Relations

Subject: Second Reading of proposed revisions to Policy DMA (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: DMA (LOCAL)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Our goal is for the Board to review and provide feedback regarding the proposed revisions of DMA (LOCAL)

D. Summary:

☐ Previous board action relating to this item –

☒ Future action anticipated – Adoption of revised policy anticipated in February 2023

☒ Background information – The revisions align with recommendations related to the amended District of Innovation Plan.

This transmittal is in reference to DOI Amendment 6: Exempt the District from the state law requiring each teacher in kindergarten, first, second, or third grade and each elementary principal to attend the state's reading academy by the end of their first year of placement in that grade level or campus. The District shall ensure that each teacher in kindergarten, first, second, or third grade and each elementary principal attends the required reading academy by the end of their second year of placement in that grade level or campus. The Superintendent may approve an additional one-year extension under extenuating circumstances.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Legal Counsel and TASB

F. Administrative Recommendation:

No recommendation requested at this time. This item will be brought to the Board for final approval in February 2023.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Time Line:

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

I. Suggested Motion:

No motion needed. This item is presented for Board input and discussion.

Note: This local policy has been revised in accordance with the District's innovation plan.¹

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

Special Programs Training

Teacher Literacy Achievement Academies (Reading Academies)

A district shall ensure that:

1. Not later than the 2022–23 school year, each classroom teacher in kindergarten or first, second, or third grade and each principal at a campus with kindergarten or first, second, or third grade has attended a teacher literacy achievement academy developed under Education Code 21.4552; and

2. Each classroom teacher and each principal initially employed in a grade level or at a campus described above for the 2022–23 school year or a subsequent school year has attended a teacher literacy achievement academy developed under Education Code 21.4552 by the end of the teacher's or principal's second first year of placement in that grade level or campus.

2-3. The Superintendent, or designee, may provide an additional one year extension in extenuating circumstances for a classroom teacher or principal who is initially placed in a grade level or at a campus. The combined maximum extension must not exceed three years.

Education Code 28.0062(a)(2)

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

Date: January 23, 2023

Agenda Item: M.15

Board Goal: Safety & Security

Subject: Update on safety and security initiatives in the district

Administrator Responsible/Position: Jeri Skrocki, Chief Safety and Security 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. Summary:

☐ Previous board action relating to this item -

☒ Future action anticipated – As needed

☒ Background information – Provide the Hays CISD Board of Trustees routine updates regarding an overview of general safety and security initiatives.

D. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

All agenda items are reviewed by Superintendent's Cabinet.

E. Suggested Motion

No action needed. This item is presented as information only.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.16

Board Goal: Board/Staff/Community Relations

Subject: Update on bond, 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. Suggested Motion

No action needed. This item is presented as information only.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: January 23, 2023

Agenda Item: M.17

Board Goal: Board/Staff/Community Relations

Subject: December 31, 2022 Financial Statements

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. Summary:

☒ Previous board action relating to this item - Monthly

☒ Background information – A separate summary is attached with the financials.

D. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

E. Administrative Recommendation:

There is no board action necessary. The monthly financial statements are presented as an information item.

F. Fiscal Impact and Cost: Amount: N/A – Information only

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

G. Suggested Motion:

No action needed. This item is presented as information only.

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: January 23, 2023

Monthly Financial Highlights

- The monthly Financial Reports represent financial data through December 31, 2022.
- The cash and investment balances of all funds at month end totals \$289,970,255.98. The Capital Projects Fund makes up the largest portion of the total with \$210,537,055.71 or approximately 72.61%.
- Through the end of the month (6/12 or 50.00% of the budget year):
 - The General Fund has collected \$121,791,095.27 (57.03% of its budgeted revenue) and has spent \$110,054,172.40 (48.65% of its budgeted expenditures). The *estimated* ending fund balance through the month of December 2022 is \$76,554,119.07.
 - The Child Nutrition fund has collected \$5,176,082.2 (49.55% of its budgeted revenue) and has spent \$3,937,307.39 (37.69% of its budgeted expenditures).
 - The Debt Service fund collected \$44,853,913.35 (62.76% of its budgeted revenue) and spent \$23,552,956.39 (32.96% 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 \$23,512,231.17 in the current fiscal year through the month of December 2022 and have collected \$2,663,213.52 in interest revenue. The second portion of the 2021 bonds and the 2022 bonds were sold during September 2022 in the amount of \$66,585,092 and \$115,649,800 respectively 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 \$8,040,671.98 and total expenditures are \$7,956,218.02.
- Current Tax collections for the month of December 2022 totaled \$107,412,158.61 representing 52.06% of the levy collected during the month. Approximately 57.14% of the total levy has been collected through the end of December 2022. In comparison, 64.15% of the total levy was collected through the end of December 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



December 31, 2022

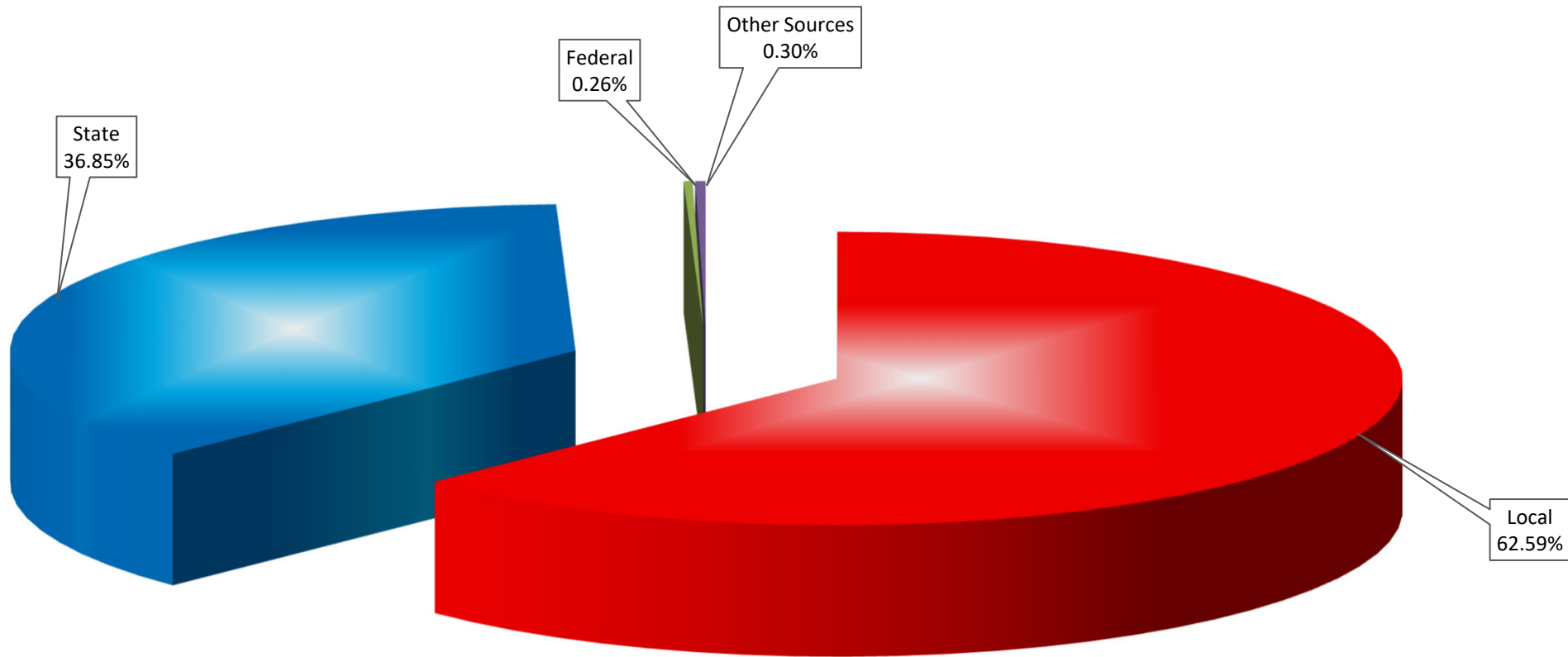
Hays Consolidated Independent School District
Combined Balance Sheet
for the Month Ending December 31, 2022
(Un-Audited)

	<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>
<i>Assets:</i>						
Cash and Cash Equivalents	\$ 5,534,011.01	\$ 22,946.37	\$ 1,777,879.45	\$ 4,039,434.79	\$ (3,283,811.88)	\$ 8,090,459.74
Current Investments	41,607,427.62	7,604,761.19	26,169,986.51	206,497,620.92	-	281,879,796.24
Total Cash and Investments	\$ 47,141,438.63	\$ 7,627,707.56	\$ 27,947,865.96	\$ 210,537,055.71	\$ (3,283,811.88)	\$ 289,970,255.98
Property Taxes - Delinquent	2,483,554.48	-	1,251,743.45	-	-	3,735,297.93
Allowance for Uncollectible Taxes	(691,413.53)	-	(314,622.42)	-	-	(1,006,035.95)
Due from State Agencies	559,175.90	-	-	-	3,464,879.59	4,024,055.49
Due from other Governments	45,027,191.61	-	25,531,064.34	-	492,708.18	71,050,964.13
Accrued Interest	-	-	-	-	-	-
Due from Other Funds	13,361.18	540,214.88	-	-	-	553,576.06
Other Receivables	729,097.47	-	-	-	-	729,097.47
Total Receivables	\$ 48,120,967.11	\$ 540,214.88	\$ 26,468,185.37	\$ -	\$ 3,957,587.77	\$ 79,086,955.13
Inventories	-	186,202.57	-	-	-	186,202.57
Prepaid Items	5,534,652.03	500.00	-	-	-	5,535,152.03
Other Current Assets	\$ 5,534,652.03	\$ 186,702.57	\$ -	\$ -	\$ -	\$ 5,721,354.60
Total Current Assets	\$ 100,797,057.77	\$ 8,354,625.01	\$ 54,416,051.33	\$ 210,537,055.71	\$ 673,775.89	\$ 374,778,565.71
<i>Liabilities and Fund Balance:</i>						
Current Liabilities						
Accounts Payable	\$ 474,186.19	\$ -	\$ -	\$ -	\$ 4,862.45	\$ 479,048.64
Other Liabilities	163,823.00	-	-	-	-	163,823.00
Payroll Deductions and Withholdings	747,857.00	-	-	-	-	747,857.00
Accrued Wages Payable	16,402,123.03	385,381.68	-	-	-	16,787,504.71
Due to Other Funds	1,094,803.97	-	-	-	-	1,094,803.97
Due to State Agencies	-	-	61,509.00	-	0.86	61,509.86
Due to other Governments	54,621.23	-	-	-	-	54,621.23
Due to Student Groups	253,104.06	-	-	-	-	253,104.06
Deferred Revenues	3,260,279.27	299,423.23	-	-	584,458.62	4,144,161.12
Deferred Inflows	1,792,140.95	-	937,121.03	-	-	2,729,261.98
Total Liabilities	\$ 24,242,938.70	\$ 684,804.91	\$ 998,630.03	\$ -	\$ 589,321.93	\$ 26,515,695.57
<i>Fund Balance/Equity</i>						
Reserved/Designated Fund Balance	-	5,729,121.84	32,116,464.34	49,151,181.36	-	86,996,767.54
Current Year Revenues less						
Expenditures/Expenses	11,736,922.87	1,238,774.81	\$ 21,300,956.96	39,284,109.78	84,453.96	73,645,218.38
Reserved Fund Balance for Current Year						
Encumbrances (POs)	3,315,114.42	701,923.45	\$ -	122,101,764.57	-	126,118,802.44
Unreserved Fund Balance/Fund Equity	\$ 61,502,081.78	-	-	-	-	61,502,081.78
Total Fund Balance/Equity	\$ 76,554,119.07	\$ 7,669,820.10	\$ 53,417,421.30	\$ 210,537,055.71	\$ 84,453.96	\$ 348,262,870.14
Total Liabilities and Fund Equity	\$ 100,797,057.77	\$ 8,354,625.01	\$ 54,416,051.33	\$ 210,537,055.71	\$ 673,775.89	\$ 374,778,565.71

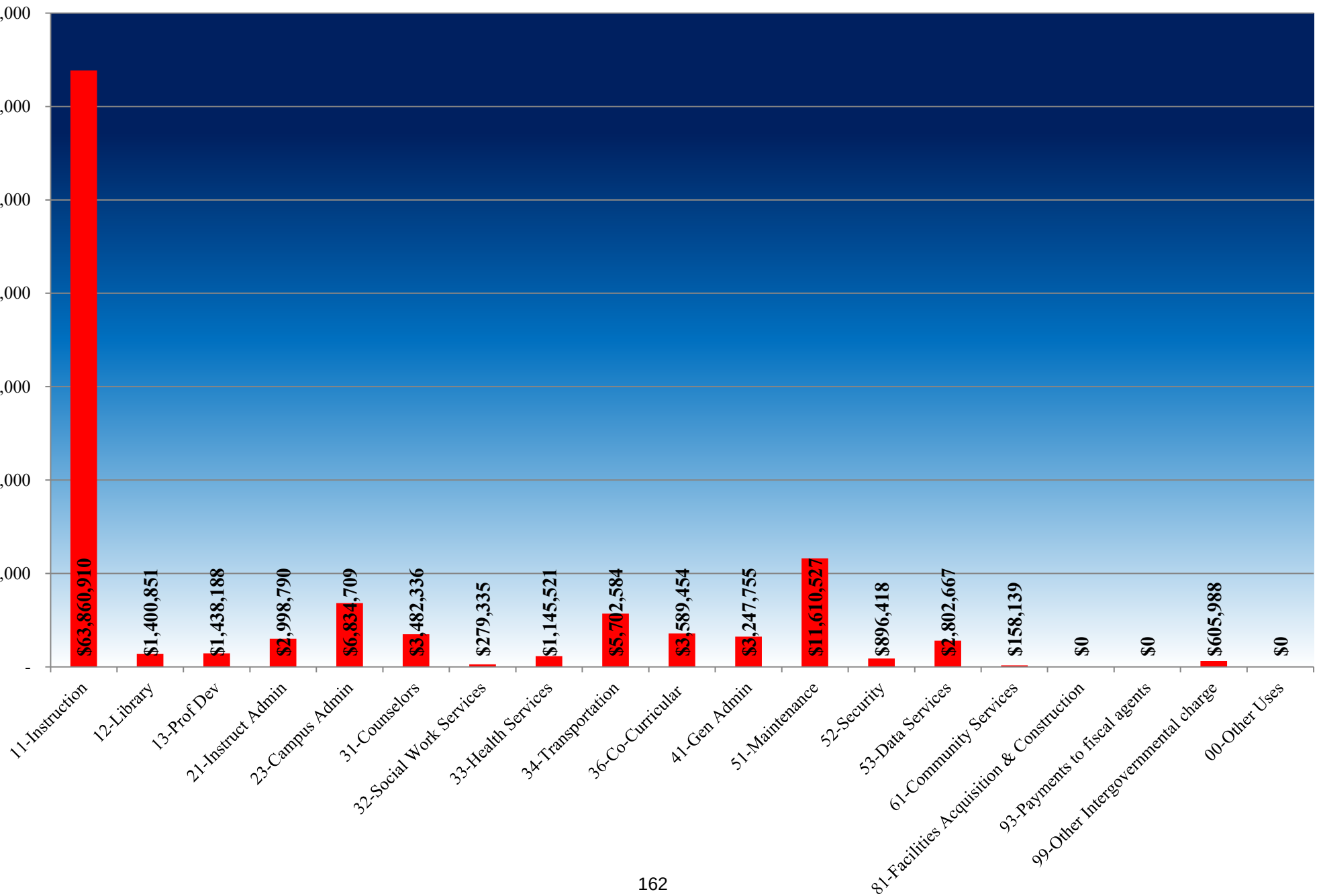
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - General Fund
for the Month Ending December 31, 2022
(Un-Audited)

	GENERAL FUND					
	<u>Prior Year</u>			<u>Current Year</u>	<u>Unrealized/</u>	
	<u>Actual Revenues/</u>	<u>Original</u>	<u>Official</u>	<u>Actual Revenues/</u>	<u>Unexpended</u>	<u>Percentage</u>
	<u>Expenditures</u>	<u>Budget</u>	<u>Budget</u>	<u>Expenditures</u>	<u>Budget</u>	<u>Y-T-D</u>
Revenues:						
Local	\$ 65,240,941.21	\$ 128,672,959	\$ 128,672,959	\$ 76,232,596.99	(52,440,362.01)	59.25%
State	43,584,027.47	79,803,990	79,803,990	44,883,318.49	(34,920,671.51)	56.24%
Federal	197,998.94	3,550,000	3,568,600	313,239.99	(3,255,360.01)	8.78%
Other Sources	75,494.11	1,500,000	1,520,777	361,939.80	(1,158,837.20)	23.80%
Total Revenues	\$ 109,098,461.73	\$ 213,526,949	\$ 213,566,326	\$ 121,791,095.27	\$ (91,775,230.73)	57.03%
Expenditures and Other Uses:						
11-Instruction	59,171,317.75	129,612,271	129,622,062	63,860,910.03	65,761,151.97	49.27%
12-Library	1,318,570.95	2,949,781	2,971,844	1,400,850.91	1,570,993.09	47.14%
13-Prof Dev	706,888.58	2,951,273	2,982,847	1,438,188.20	1,544,658.80	48.22%
21-Instruct Admin	2,504,256.06	5,620,602	5,805,372	2,998,789.92	2,806,582.08	51.66%
23-Campus Admin	6,127,602.55	13,205,996	13,209,443	6,834,709.48	6,374,733.52	51.74%
31-Counselors	3,133,410.10	6,856,165	6,855,665	3,482,335.70	3,373,329.30	50.80%
32-Social Work Services	134,831.55	295,072	295,072	279,335.33	15,736.67	94.67%
33-Health Services	1,066,804.28	2,476,372	2,476,621	1,145,520.50	1,331,100.50	46.25%
34-Transportation	5,213,905.55	13,187,557	13,191,781	5,702,584.07	7,489,196.93	43.23%
36-Co-Curricular	3,214,341.28	6,844,359	7,358,496	3,589,454.19	3,769,041.81	48.78%
41-Gen Admin	2,652,261.07	6,421,193	6,443,867	3,247,754.76	3,196,112.24	50.40%
51-Maintenance	10,095,245.37	22,842,526	23,529,621	11,610,527.36	11,919,093.64	49.34%
52-Security	744,444.40	3,426,730	3,429,931	896,417.87	2,533,513.13	26.14%
53-Data Services	2,629,880.00	6,184,321	6,238,528	2,802,666.78	3,435,861.22	44.93%
61-Community Services	173,804.70	263,229	263,671	158,139.42	105,531.58	59.98%
81-Facilities Acquisition & Construction	3,228.50	-	4,560	-	4,560.00	0.00%
93-Payments to fiscal agents	-	350,000	350,000	-	350,000.00	0.00%
99-Other Intergovernmental charge	512,078.56	1,175,000	1,175,000	605,987.88	569,012.12	51.57%
00-Other Uses	-	-	-	-	-	NA
Total Expenditures and Other Uses	\$ 99,402,871.25	\$ 224,662,447	\$ 226,204,381	\$ 110,054,172.40	\$ 116,150,208.60	48.65%
Excess of Revenues and Other Resources						
Over (Under) Expenditures and Other Uses	\$ 9,695,590.48	\$ (11,135,498)	\$ (12,638,055)	\$ 11,736,922.87		
Fund Balance July 1, 2022 - (Un-Audited)		\$ 64,817,196.20	\$ 64,817,196.20	\$ 64,817,196.20		
Fund Balance Ending - Monthly Reporting Period		\$ 53,681,698.20	\$ 52,179,141.20	\$ 76,554,119.07	\$ 24,374,977.87	

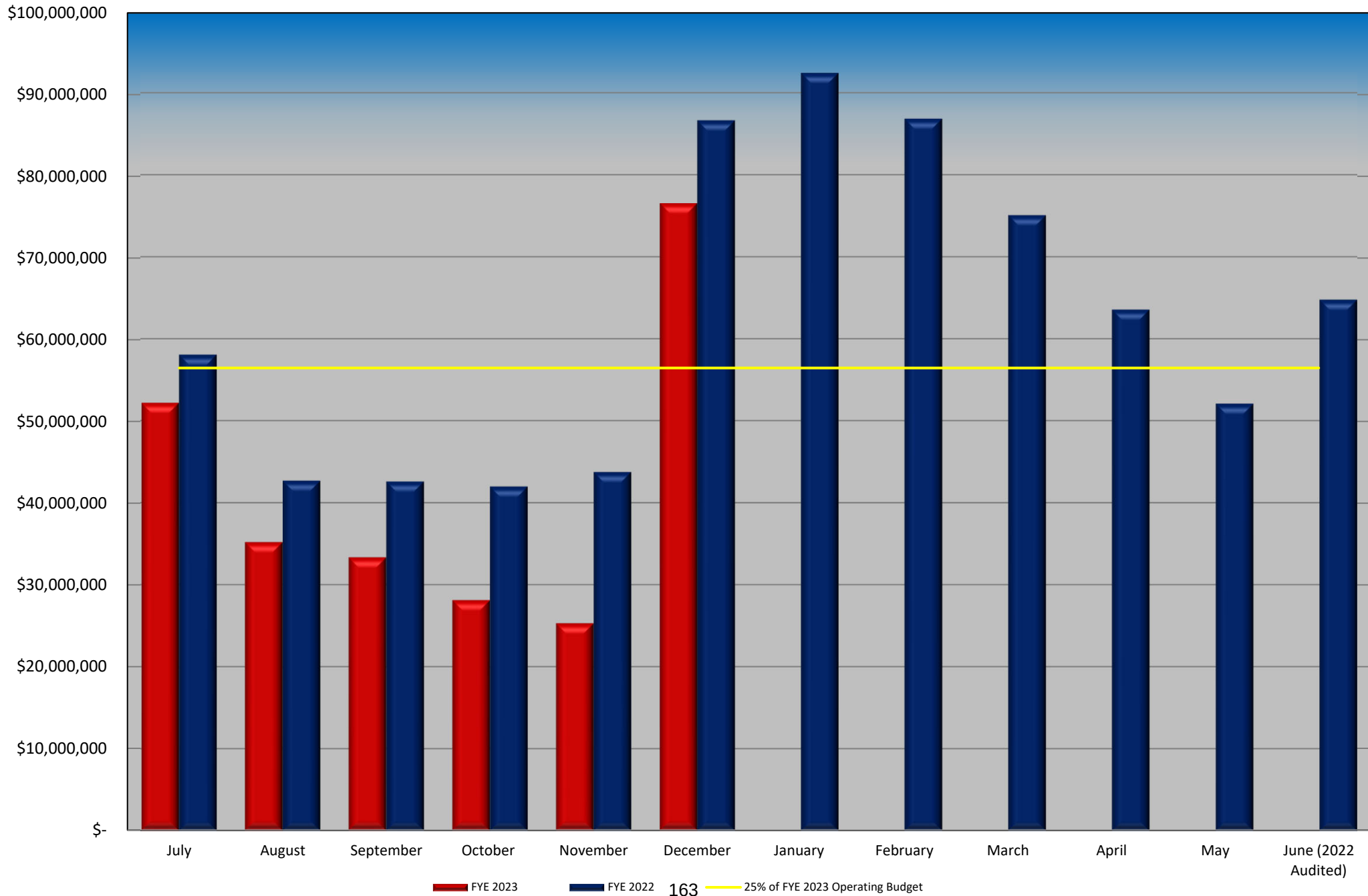
General Fund Revenues Collected to Date



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 December 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>	
Revenues and Other Resources:							
Local	\$ 500,926.24	\$ 3,932,722	\$ 3,932,722	\$ 1,758,378.74	\$ (2,174,343.26)	44.71%	
State	23,189.12	-	-	-	-	NA	
Federal	5,518,539.43	6,513,119	6,513,119	3,415,703.46	(3,097,415.54)	52.44%	
Other sources	-	-	-	2,000.00	2,000.00	NA	
Total Revenues and Other Resources	\$ 6,042,654.79	\$ 10,445,841	\$ 10,445,841	\$ 5,176,082.20	\$ (5,269,758.80)	49.55%	
Expenditures and Other Uses:							
35-6100 Payroll	2,013,677.52	5,412,624	5,412,624	2,139,788.65	3,272,835.35	39.53%	
35-6200 Professional and Contracted Services	301,665.85	4,580,717	4,580,717	1,553,871.63	3,026,845.37	33.92%	
35-6341 Food Supplies	1,586,395.63	-	-	1,388.08	(1,388.08)	NA	
35-6342 Non-Food Supplies	141,760.87	240,000	240,000	200.28	239,799.72	0.08%	
35-6344 USDA Commodities	-	-	-	-	-	NA	
35-6349 Miscellaneous Supplies	12,922.01	125,000	125,000	6,863.09	118,136.91	5.49%	
35-6300 Supplies & Materials	66,330.61	62,500	62,500	25,267.70	37,232.30	40.43%	
35-6400 Food Service Other Operating Expenses	4,898.75	25,000	25,000	5,505.16	19,494.84	22.02%	
35-6600 Food Service Capital Expenses	-	-	-	204,422.80	(204,422.80)	NA	
Total Expenditures	\$ 4,127,651.24	\$ 10,445,841	\$ 10,445,841	\$ 3,937,307.39	\$ 6,508,533.61	37.69%	
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ 1,915,003.55	\$ -	\$ -	\$ 1,238,774.81			
Fund Balance July 1, 2022 - (Un-Audited)		6,431,045.29	6,431,045.29	6,431,045.29			
Fund Balance Ending - Monthly Reporting Period		\$ 6,431,045.29	\$ 6,431,045.29	\$ 7,669,820.10	\$ 1,238,774.81		

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Debt Service Fund
for the Month Ending December 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	35,466,636.22	\$ 71,467,486	\$ 71,467,486	42,837,075.24	\$ (28,630,410.76)	59.94%
Taxes, Prior Year	289,951.77	-	-	(17,539.57)	(17,539.57)	NA
Penalties, Interest and Other Tax Revenues	58,861.46	-	-	34,415.84	34,415.84	NA
Earnings from Investments	12,463.84	-	-	201,092.75	201,092.75	NA
Miscellaneous Revenue	6,970.25	-	-	5,094.09	5,094.09	NA
Local Revenue	\$ 35,834,883.54	\$ 71,467,486	\$ 71,467,486	\$ 43,060,138.35	\$ (28,407,347.65)	60.25%
State Revenue						
Additional State Aid for Homestead Exemption	\$ 601,710.00	\$ -	\$ -	\$ 1,793,775.00	1,793,775.00	NA
State Revenue	\$ 601,710.00	\$ -	\$ -	\$ 1,793,775.00	\$ 1,793,775.00	NA
Other Sources						
Operating Transfer In	\$ -	\$ -	\$ -	\$ -	-	NA
Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Total Revenue	\$ 36,436,593.54	\$ 71,467,486.00	\$ 71,467,486.00	\$ 44,853,913.35	\$ (26,613,572.65)	62.76%
Expenditures:						
71-6511 Bond Principal	12,875,000.00	52,264,413	52,264,413	13,490,000.00	38,774,413.00	25.81%
71-6521 Interest on Bonds	8,744,355.13	19,168,073	19,168,073	10,042,286.39	9,125,786.61	52.39%
71-6599 Other Debt Service Fees	18,719.00	35,000	35,000	20,670.00	14,330.00	59.06%
Total Expenditures	\$ 21,638,074.13	\$ 71,467,486	\$ 71,467,486	\$ 23,552,956.39	\$ 47,914,529.61	32.96%
Excess of Revenues						
Over (Under) Expenditures	\$ 14,798,519.41	\$ -	\$ -	\$ 21,300,956.96		
Fund Balance July 1, 2022 - (Un-Audited)		\$ 32,116,464.34	\$ 32,116,464.34	\$ 32,116,464.34		
Fund Balance Ending - Monthly Reporting Period		\$ 32,116,464.34	\$ 32,116,464.34	\$ 53,417,421.30	\$ 21,300,956.96	

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

	<u>2008</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>2022</u> <u>Capital Projects</u> <u>Program</u>	<u>2022 - 2023</u> <u>Capital Projects</u> <u>Total Revenues/</u> <u>Expenses</u>
<i>Revenues and Other Resources:</i>					
Local	\$ 3,131.39	\$ 159,281.32	\$ 1,170,475.50	\$ 1,330,325.31	\$ 2,663,213.52
State	-	-	-	-	-
Other sources	-	-	66,585,092.00	115,649,800.00	182,234,892.00
Total Revenues and Other Resources	\$ 3,131.39	\$ 159,281.32	\$ 67,755,567.50	\$ 116,980,125.31	\$ 184,898,105.52
<i>Expenditures and Other Uses:</i>					
6100 Payroll	-	-	-	-	-
6200 Professional and Contracted Services	-	436,363.11	29,159.99	-	465,523.10
6300 Supplies and Materials	-	166,355.20	2,707,508.86	-	2,873,864.06
6400 Other Operating Expenses	-	-	5,089.00	-	5,089.00
6600 Capital Outlay	-	172,196.71	19,358,181.80	637,376.50	20,167,755.01
8000-Other Uses	-	-	-	-	-
Total Expenditures	\$ -	\$ 774,915.02	\$ 22,099,939.65	\$ 637,376.50	\$ 23,512,231.17
Excess of Revenues and Other Resources					
Over (Under) Expenditures and Other Uses	\$ 3,131.39	\$ (615,633.70)	\$ 45,655,627.85	\$ 116,342,748.81	\$ 161,385,874.35
Fund Balance July 1, 2022 - (Un-Audited)	\$ 200,646.26	\$ 10,523,701.43	\$ 38,426,833.67	\$ -	\$ 49,151,181.36
Fund Balance Ending - Monthly Reporting Period	\$ 203,777.65	\$ 9,908,067.73	\$ 84,082,461.52	\$ 116,342,748.81	\$ 210,537,055.71

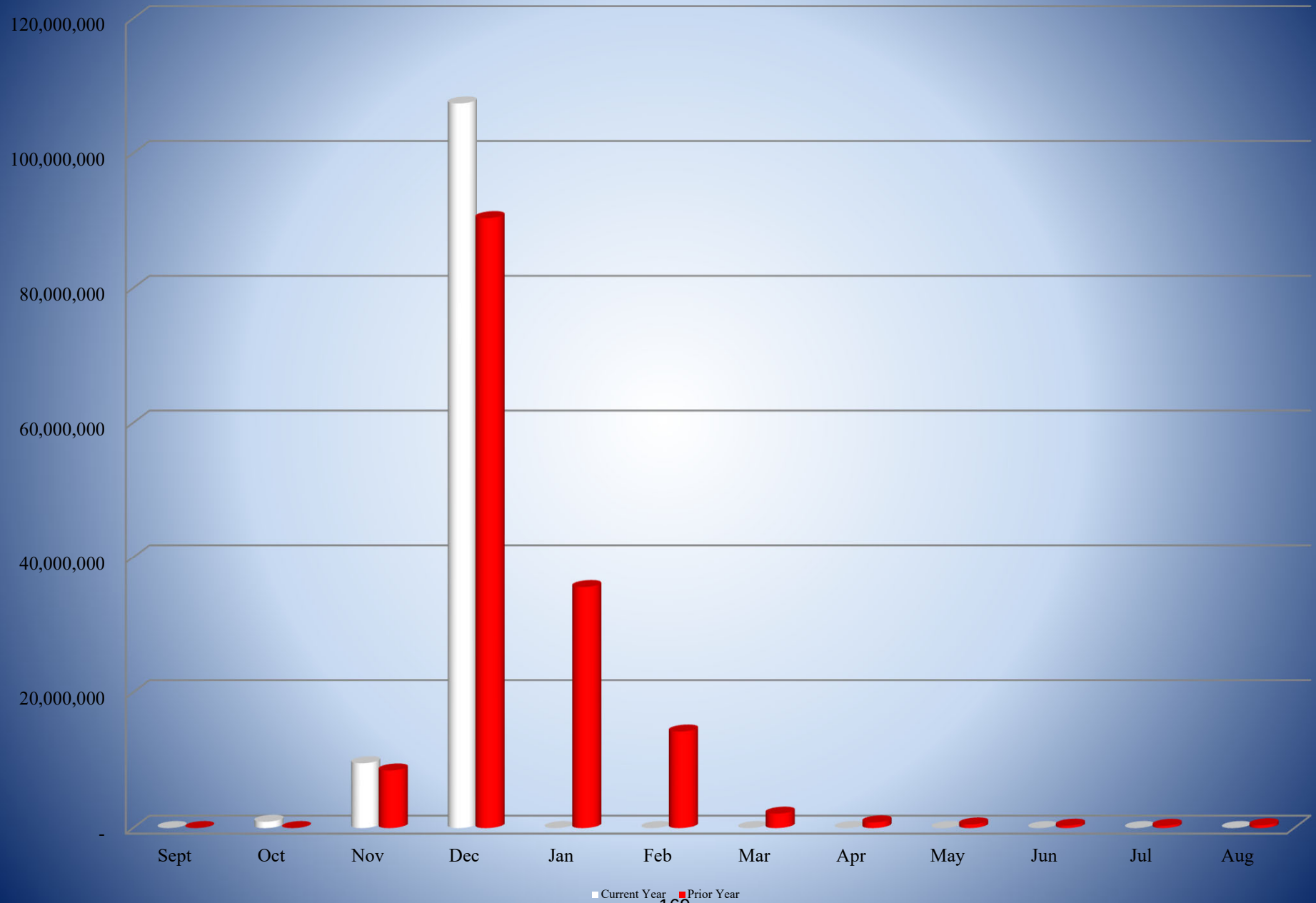
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds (Grants)
for the Month Ending December 31, 2022
(Un-Audited)

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	\$ 67,275.84	\$ 94,052	\$ 94,052	\$ 59,695.03	\$ (34,356.97)	63.47%	
State	1,050,533.03	2,605,829	2,605,829	1,571,879.06	(1,033,949.94)	60.32%	
Federal	10,699,488.15	15,701,904	15,701,904	6,409,097.89	(9,292,806.11)	40.82%	
Total Revenues	\$ 11,817,297.02	\$ 18,401,785	\$ 18,401,785	\$ 8,040,671.98	\$ (10,361,113.02)	43.70%	
Expenditures:							
6100 Payroll	4,274,429.88	12,623,650	12,623,650	5,665,678.65	6,957,971.35	44.88%	
6200 Professional and Contracted Services	234,525.24	2,061,732	2,061,732	430,603.53	1,631,128.47	20.89%	
6300 Supplies and Materials	6,099,287.09	2,397,094	2,397,094	1,747,894.16	649,199.84	72.92%	
6400 Other Operating Expenses	21,932.85	1,319,309	1,319,309	112,041.68	1,207,267.32	8.49%	
6600 Capital Outlay	1,203,804.09	-	-	-	-	NA	
Total Expenditures	\$ 11,833,979.15	\$ 18,401,785	\$ 18,401,785	\$ 7,956,218.02	\$ 10,445,566.98	43.24%	
Excess of Revenues							
Over (Under) Expenditures	\$ (16,682.13)	\$ -	\$ -	\$ 84,453.96			
Fund Balance July 1, 2022 - (Un-Audited)		\$ -	\$ -	\$ -	\$ -		
Fund Balance Ending - Monthly Reporting Period		\$ -	\$ -	\$ 84,453.96	\$ 84,453.96		

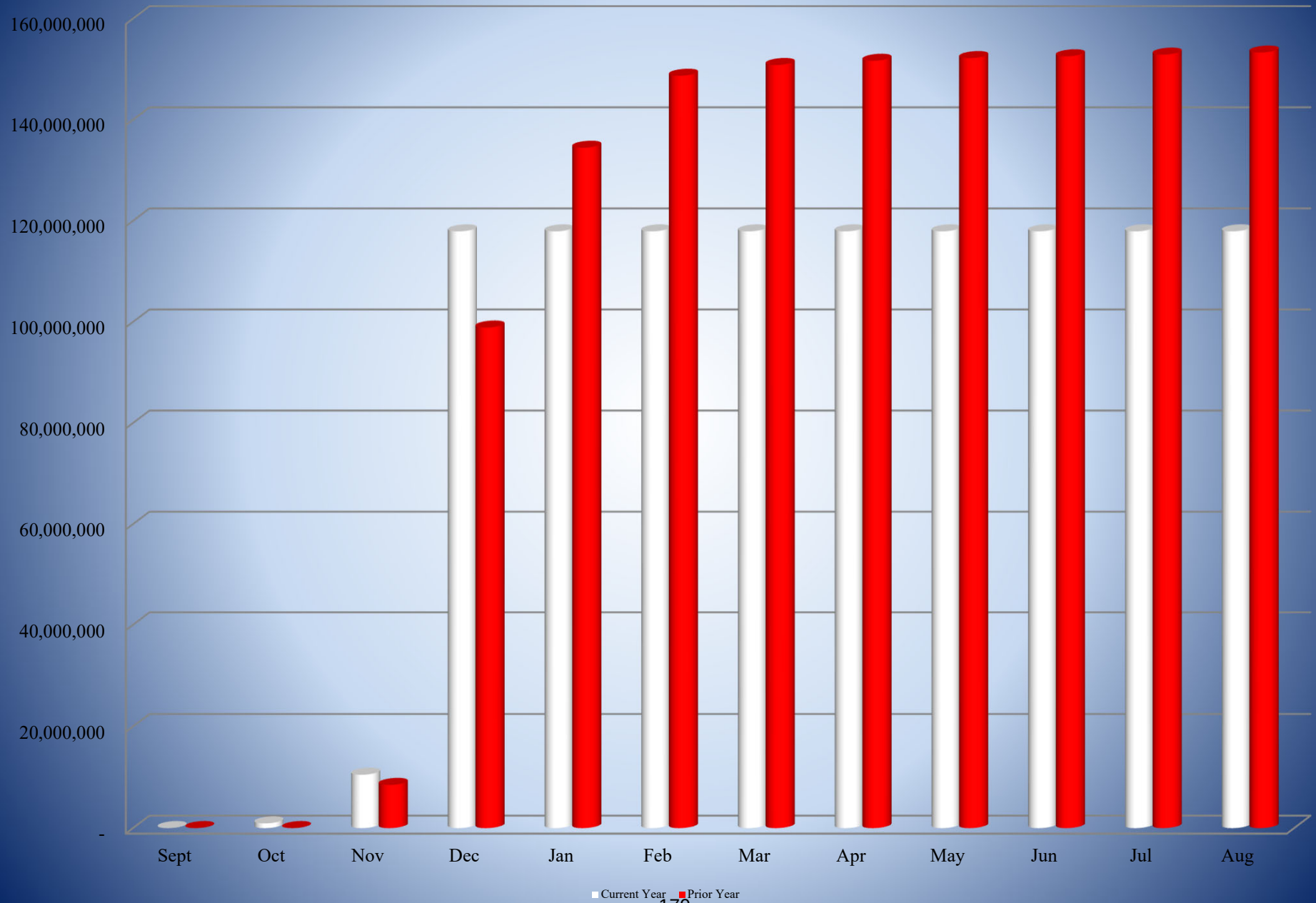
Hays Consolidated Independent School District
Monthly Tax Collection Report
for the Month Ending December 31, 2021

	Prior Year 2021 - 2022				Current Year 2022 - 2023			
	<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	\$ 57,972,567.36	\$ 32,419,934.25	\$ 90,392,501.61	58.64%	\$ 68,388,510.98	\$ 39,023,647.63	\$ 107,412,158.61	52.06%
5712 Taxes-Delinquent Collections	\$ 125,291.20	\$ 61,008.86	\$ 186,300.06		\$ (101,984.43)	\$ (56,960.63)	\$ (158,945.06)	
5719 Penalties and Interest	\$ 26,591.39	\$ 13,412.37	\$ 40,003.76		\$ 10,626.99	\$ 5,729.35	\$ 16,356.34	
Total Current Month Collections	\$ 58,124,449.95	\$ 32,494,355.48	\$ 90,618,805.43		\$ 68,297,153.54	\$ 38,972,416.35	\$ 107,269,569.89	
<u>Fiscal Year to Date Collections:</u>								
5711 Taxes-Current Year Tax Levy	\$ 63,420,484.32	\$ 35,466,636.22	\$ 98,887,120.54	64.15%	\$ 75,072,658.60	\$ 42,837,075.24	\$ 117,909,733.84	57.14%
5712 Taxes-Delinquent Collections	\$ 560,649.87	\$ 289,951.77	\$ 850,601.64		\$ (21,440.43)	\$ (17,539.57)	\$ (38,980.00)	
5719 Penalties and Interest	\$ 116,456.44	\$ 58,861.46	\$ 175,317.90		\$ 66,262.66	\$ 34,415.84	\$ 100,678.50	
Total Revenue Collected	\$ 64,097,590.63	\$ 35,815,449.45	\$ 99,913,040.08		75,117,480.83	42,853,951.51	117,971,432.34	
Total Budgeted Tax Revenue (Current, Delinquent, Penalty & Interest)	\$ 100,750,161.00	\$ 57,357,902.00	\$ 158,108,063.00		\$ 126,032,959.00	\$ 71,444,986.00	\$ 197,477,945.00	
Percentage of Budget Collected	63.62%	62.44%	63.19%		59.60%	59.98%	59.74%	

Month to Date Tax Collections Current Levy



Year to Date Tax Collections Current Levy





H A Y S C I S D

BOARD OF TRUSTEES OPERATING PROCEDURES

2022–2023 School Year





BOARD OF TRUSTEES

OPERATING PROCEDURES

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Note: This document is intended to assist Board Members and administrators in carrying out their duties. It is not enforceable by third-parties. In the event of an apparent conflict between this document and Board policy, Board policy prevails.



OUR MISSION STATEMENT

The mission of Hays CISD is to educate, value, and nurture students through innovative and personalized educational experiences while celebrating our diversity.

OUR VISION STATEMENT

All Hays CISD learners will be:

- Highly sought-after for college, career, or military
- Prepared for life and responsible citizenship
- Effective communicators and collaborators
- Resourceful and creative problem solvers

ALL TRUSTEES TAKE THE OATH OF OFFICE



OUR BELIEFS

We believe:

- Decision-making is student-focused
- All students have the capacity to learn and be successful
- A safe and secure environment is essential
- Success is a shared investment that includes learners, educators, families, and the community
- In being an unrivaled employee-friendly organization
- The allocation of resources will support high-quality learning
- High expectations for all lead to high achievement
- Open communication, transparency, and accountability build trust
- Success is dependent upon a commitment to lifelong learning
- Diverse and differentiated opportunities further learning
- Student success includes a well-rounded education that goes beyond standardized testing



TRUSTEES INSPIRE STUDENTS TO PLAN FOR THE FUTURE

SOCIAL CONTRACT

THE BOARD WILL:

SERVE AS DISTRICT AMBASSADORS

ASSUME **POSITIVE** AND NOBLE INTENTIONS

COLLABORATE AS A **TEAM** AND RESPECT THE BODY CORPORATE

PROMOTE DISCUSSION AND **RESPECT** EACH OTHER'S PERSPECTIVES

BE **PROFESSIONAL**

ETHICAL STANDARDS

Equity in attitude

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

Trustworthiness in stewardship

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

Honor in conduct

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

Integrity of character

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



Commitment to service

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

Student-centered focus

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

BOARD MEETINGS AND BOARD MEMBER CONDUCT

- The board shall conduct meetings guided by the parliamentary procedures in the most current edition of Robert's Rules of Order for Small Boards.
- Anytime four (4) or more Board Members are gathered to discuss school district business, it is considered a meeting.

TRUSTEES HONOR TEACHERS FOR THEIR HARD WORK



- Failure to post such a meeting is considered a violation of the Texas Open Meetings Act.
- Board Members are expected to attend and participate in duly called meetings. Board Members should come to the board meetings prepared to discuss and take action on all items on the agenda.

At a minimum, each Board Member is expected to have done the following prior to arrival at every board meeting:

- Studied the material in the board packet sent to them prior to the meeting.
- When possible, resolve questions beforehand by contacting the Superintendent or administrative staff. Board Member inquiries of staff shall be limited to Superintendent's Cabinet and responses will be distributed to all Board Members.



DEVELOPING THE BOARD MEETING AGENDA

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.

TRUSTEES SUPPORT COLLABORATIVE INSTRUCTION



- 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 workdays 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 prior to the Agenda Workshop Meeting.
- An annual agenda content calendar will be maintained by the Superintendent's office. This will be used to determine the minimum routine items that need to be on each regular meeting agenda. Other items can be added as requested following the procedures above and as noted in the minutes of previous Board Meetings. At, or close to the beginning of each school year, this agenda content calendar, including references to impacted policies and performance goals, will be presented to the Board at an agenda workshop meeting for Board review.
- Board Members will adhere to deadlines and parameters of the Board agenda/event calendar.



Timely Notification and Information

- Board Members shall be notified of a meeting at least 72 hours prior to a regular meeting, workshop, or special meeting, and at least one hour prior to an emergency meeting.
- Typically, information will be provided to each Board Member via electronic or hard copy. Questions regarding supporting documents should be directed to the Superintendent, or a member of the Superintendent's Cabinet, with a copy to the Executive Assistant to the Superintendent.
- Copies of the agenda, for non-emergency meetings, shall be available for the Board Members requesting a copy no later than 5:00 p.m. on Thursday 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 by the Monday meeting with a copy of the questions and answers included in the dais folders.

Ref Policy BE

TRUSTEES ENCOURAGE STUDENTS TO CONTINUE THEIR EDUCATION



HOW TO PREPARE FOR BOARD MEETINGS

The Superintendent will ensure that supporting information required for informed decision- making is prepared in advance when possible and included in the board meeting agenda packet.

The Superintendent will ensure that agenda packets are distributed to Board Members at least three days before scheduled board meetings.

Board Members will prepare to address agenda items by doing the following:

1. Reading agenda packet materials before each board meeting.
2. Calling or emailing the Superintendent with questions about agenda items or background information before 12:00 PM on the scheduled board meeting day for Workshop meetings.
3. Reading responses to questions submitted to the Board.

Receiving answers to questions in advance does not preclude Board Members from asking relevant questions about agenda items during board meetings.

Ref policy BE (LEGAL)



CONSENT AGENDA

The consent agenda includes items of routine and/or recurring nature, grouped together under one action item.

The consent agenda shall be limited to:

- Routine Personnel
- Minutes
- Budget Amendments
- Routine Contracts/Agreements
- Routine Procurements
- Acceptance of Gifts
- Acceptance of Grants
- Other items agreed to by the Board

Background material for each consent agenda item shall be furnished to the Board in the meeting's supporting documents. All consent agenda items may be acted upon by one vote without separate discussion. A Board Member may request that an item be withdrawn for individual consideration.

TRUSTEES ATTEND COMMUNITY EVENTS



TRANSACTING BUSINESS

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 vote of the Board Corporate, and individually respect that vote. Board Members are strongly encouraged to state the reason why they are abstaining or voting no on an item.

Ref Policy BBE



BOARD WORKSHOPS

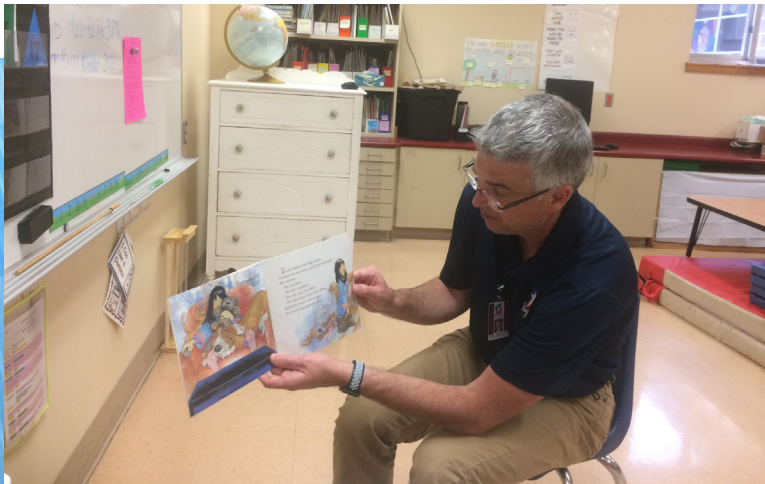
The Board will conduct Special Meetings/Board Workshops as needed. The workshop format is intended to allow the Administration to present information to the Board that is:

- 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 allow 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.



**HAYS CISD
PROMOTES
STUDENT
SUCCESS AT
ALL LEVELS**

CLOSED SESSION

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.



Topics that can be discussed in closed session include the following:

- Attorney Consultation Gov't Code 551.071
- Real Property Gov't Code 551.072
- Prospective Gift Gov't Code 551.073
- Personnel Matters. Gov't Code 551.074
 - Employee-Employee Complaints Gov't Code 551.082
 - Student Discipline Gov't Code 551.082
- Personally Identifiable Student Information Gov't Code 551.0821
- Medical or Psychiatric Records Gov't Code 551.0785
- Security-Personnel, infrastructure and devices Gov't Code 551.076, Government Code 2059.055(b); Gov't Code 551.089 Education Code 39.030(a)
- Emergency Management Government Code 418.175–418.182, Gov't Code 418.183(f)
- Economic Development Gov't Code 551.087

Given the legal and sensitive nature of closed sessions, the members of the Board understand that the law requires that all such sessions are strictly confidential.

No person other than Board Members and the Superintendent is entitled to attend or participate in executive sessions.

Board Members will comply with the confidentiality requirements of closed sessions and will respect the privacy right of individuals when dealing with confidential information gained through association with the district.

Others may be invited to participate by consent of the board president and Superintendent. For the purpose of discussing his or her employment or job performance, and/or consultation with the board attorney, the board may exclude the Superintendent from a closed session.

Members will not disclose or comment on the discussion in closed session other than to restate what is posted on the agenda.

If it is in the interests of the district for a statement to be made regarding a closed-session discussion, the board president will compose an official public statement that meets with the approval of a majority of the board. Any such statement must comply with the limitations of the law.

BOARD COMMITTEES

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



District- and Campus-Level Committees

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

Ref Policy BDB

HOW TO REQUEST INFORMATION ABOUT MEETING AGENDA ITEMS

Members are encouraged to ask for information related to meeting agenda items prior to the scheduled meeting.

Any questions about agenda items or requests for additional information about them will be directed to the Superintendent or Superintendent's Cabinet and responses will be distributed to all Board Members. Requests for information or questions about any agenda item will be made by noon on the scheduled board meeting day.



**TRUSTEES
SERVE AS
MENTORS FOR
STUDENTS**

If a written report is provided in response to the request, all Board Members will receive a copy of both the request and report prior to the opening of the meeting.

Board Members may discuss the information provided or ask additional questions about the agenda item in the meeting.

The Superintendent and his Cabinet will make every attempt to communicate the answers to the questions to Board Members prior to the meeting with a copy of the questions and answers included in the dais folders.



HOW TO REQUEST INFORMATION NOT RELATED TO AGENDA ITEMS

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

TRUSTEES HAVE INTEGRITY OF CHARACTER



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.

Ref Policy BBE



HOW TO VISIT CAMPUSES AS A BOARD MEMBER

- Board Members are encouraged to attend any and all school events as their time permits, and to show support for 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.
- When visiting with teachers of their own children, Board Members will make it clear that they are acting as parents rather than as Board Members.

Ref Policies GKA (LEGAL), BBF (LOCAL), and BBFA (LEGAL)

ORIENTATION OF NEW BOARD MEMBERS

- A new Board Member will have a meeting with staff for their name badge and other generic, logistical information by their first board meeting. The Board President will review a recent agenda packet prior to their first meeting.
- As a supplement to the information provided in relation to his/her candidacy, a district orientation for a new Board Member will be scheduled to begin by the first Board meeting of the date a new Board Member takes the Oath of Office.
- At a minimum, the Superintendent and Board President will participate in the orientation. Additional administrative staff will be included to provide specific information about the district.



**TRUSTEES
HAVE
COMMITMENT
TO SERVICE**



The orientation should include, but will not be limited to the following:

- Board Operating Procedures and Board Policies.
- Superintendent's overview of district administrative organization.
- Training to access district electronic communications.
- District budget overview.
- Board annual calendar and briefing of upcoming events.
- Expense reimbursement procedures.
- Media and communications training.
- Framework for School Board Development from SBOE.

The Board President will assign new Board Members an existing Board Member who will serve as a mentor.

TAXPAYER TUESDAY OFFERS A GLIMPSE INTO SCHOOL ACTIVITIES



BOARD DEVELOPMENT

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 not to exceed 5,000 annually or per year per Board Member. All costs for additional training will be the responsibility of the individual Board Member unless reviewed and approved by Board President and Secretary.

Board Memberships to any and all associations shall be brought to the Board for discussion and approval. Board Members should be familiar with district policies, especially their duties as defined in policies BAA (LEGAL) and BAA (LOCAL).

The board will annually review its Board Operating Procedures and Board Ethics Policy BBF (LOCAL). By October, the board will conduct a self-evaluation in closed session. Adherence to Board Operating Procedures will be considered as part of the evaluation instrument.



BOARD TRAINING REQUIREMENTS



New Board Members Only

- ☐ Local District Orientation
 - ☐ Texas Education Code
 - ☐ Open Meetings Act
 - ☐ Public Information Act
- Watch for required timelines*

New from the 87th Legislature

- ☐ School Safety

Every Year

- ☐ Cybersecurity
 - ☐ Team Building
- Additional Continuing Education
(10 or 5 hours)

Every Two Years

- ☐ Update to the TX Ed Code
- ☐ Evaluating and Improving Student Outcomes
- ☐ Sexual Abuse and Human Trafficking



TRUSTEES VALUE STUDENT VOICES

ELECTING BOARD OFFICERS

The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by a majority vote of the members present and voting.

The members of the Board shall organize by selecting:

1. A president, who shall be a member of the Board – Presides as chair over meetings.
2. A vice president, who shall be a member of the Board – Fills in as chair if President is unable to attend or chair a meeting.
3. A secretary, records requests for information from trustees.
4. Such other officers and committees as the Board may deem necessary Education Code 11.061(c).
5. A majority of the Board may call for officer elections at any time during the year if they deem it necessary.
6. No officer can hold office without serving a minimum of one year on the Board.
7. Discussions related to reorganization and election of officers may be discussed in closed session.

A vacancy among officers of the Board shall be filled by majority action of the Board.



PUBLIC PARTICIPATION IN BOARD MEETINGS

The Board shall provide for public comment at each meeting, including all regular and special meetings. Prior to the beginning of the Public Forum, the Presiding Officer will announce the rules for public participation.

A citizen must sign up on the appropriate form prior to the Public Forum portion of the agenda. The topic described on the form may be complete and in sufficient detail, as to determine the appropriateness of the topic prior to addressing the Board. Comments on posted agenda items may be taken first. Comments on non-agenda items may be permitted only after all agenda-specific comments have been made and if time permits. Public comments may be on items listed on the agenda or other areas of school district operations. Speakers with specific complaints or comments about identifiable students, employees, or officials of the District will be directed to the appropriate District administrator and/or the District's formal complaint process. Speakers shall be discouraged from using the names of specific individuals in their public comments.

**TRUSTEES
VALUE ALL
VOICES AND
COMMUNITY
INPUT**



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 board designates the president as its spokesperson if a response to the speaker is required. The president will limit responses to those allowed by law:

- Statements of fact
- References to board policy



The Presiding Officer shall determine the time limitation for each speaker, based on the number of individuals signed up to speak in the 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.

Ref Policy BED



**WE ARE
STRONGER
TOGETHER**

COMMUNICATION WITH TEAM MEMBERS BETWEEN MEETINGS

The Superintendent and/or Superintendent's office will continue to communicate with Board Members as information becomes available on the following:

- District events
- Progress reports on board goals and directives
- Follow-up reports in answer to Board Member questions
- Updates on administrative matters or district operations



The Superintendent will communicate requested information to all Board Members in as timely a manner as possible without interfering with the regular conduct of district business. The Superintendent is the liaison between the Board and district staff. The only employee the Board is responsible for directing is the Superintendent. The Superintendent will direct the activities of all district staff.

Board Members are encouraged to set up biweekly or monthly meetings to update, discuss or receive clarification on any district-wide or campus topics. Board Members should be mindful and respectful of the Superintendent's time and limit all nonemergency communication outside of these scheduled meetings. Board Members may communicate with other individual members for purposes of asking questions, clarifying information, or socializing under circumstances that do not conflict with or circumvent the Texas Open Meetings Act.

Board Members may not communicate with other individual members for purposes of soliciting votes in support of or opposition to items of business that may come before the board.

Board Members who wish to share information relevant to district business or issues scheduled to come before the board will relay the information to the board president for placement on a future agenda or to the Superintendent for distribution to all members in board blog.

Ref Policy BE (LEGAL)

COMMUNICATION WITH THE MEDIA

The board president or, in his or her absence, the vice president or the board's designee will serve as the board spokesperson to the media on issues regarding board actions.

The Superintendent or designee shall be the official district spokesperson to the media on district issues. A Board Member receiving a call from the media requesting information, comments, or an interview will inform the media representative that the Superintendent is the board's designated contact for official information about district business and that the board president is the board's designated contact for official positions on the board's actions or decisions as a body.

Board Members who do speak with media representatives will clarify at the beginning of the interview that they are speaking as individuals rather than as authorized representatives of the board of trustees. When speaking as an individual, the Board Member may remind media representatives of the official position or action already taken on the issue by the board of trustees and refer them to the board's designated spokesperson for further information about those actions.

When speaking to media representatives, Board Members will generally avoid stating opinions or speculating about possible board action on issues that are scheduled for discussion at a future board meeting and explain that decisions will be made after deliberation with members of the board at a meeting.



COMMUNICATION WITH THE COMMUNITY

Board Members are encouraged to participate in community activities as liaisons between the public and the school district. When doing so, Board Members are expected to:

- Relay information about district goals and objectives.
- Clarify a trustee's limitations, obligations, and responsibilities as a member of the board.
- Support board decisions.
- Interact in a positive manner.
- Listen politely and respectfully to comments.
- Make no commitment on behalf of the board or district.
- Avoid criticizing district personnel.
- Refer questions about specific district activities to the appropriate staff person who can best answer the questions.

The Board of Trustees encourages community input; however, it will not respond to or act on the basis of anonymous calls or letters. The board will communicate to the community collectively through district communication vehicles.

HOW TO RESPOND TO COMMUNITY OR EMPLOYEE COMPLAINTS

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 will:

- Listen briefly and respectfully. Remind the complainant of the board's responsibility to remain impartial and noncommittal because complaints may ultimately be brought to the board on appeal.
- Determine if the complainant wishes to express dissatisfaction or desires some action be taken to resolve an issue.
- Complainants who desire some action to be taken should be directed or referred to the appropriate policy outlining grievance procedures and informed that the steps listed in the policy are necessary to protect everyone's rights while following an orderly process.
- Ask if the complainant has followed the "Chain of Command" outlined in district policy.
- Board Members will inform the Superintendent of complaints from staff and the community but will not direct the Superintendent to take specific actions.
- On a case-by-case basis the Superintendent shall inform the board of the resolution of complaints referred by Board Members if the complaint requires Superintendent intervention.
- Adhere to the Board's policies (DGBA, FNG, FOD and GF) regarding complaints and grievances.



COMMUNICATING WITH CONSTITUENTS

Board Members are encouraged to respond to phone calls, and written correspondence, including, but not limited to, e-mail, text messages, or social media from constituents, but should bear in mind that any such responses may be subject to Public Information Act requests.

A member retains the right to respond as an individual but must understand that such communication may be interpreted by the reader as being an “official” statement of the Board.

The member should:

- Clarify that he/she is responding as an individual and not for the Board.
- Remind the reader of any position or action the Board has officially taken on the subject.

Board Members will not respond to anonymous e-mails unless the communication pertains to criminal, health, or safety issues. Any such e-mails will be forwarded to the Superintendent. If a Board Member receives an e-mail that they perceive to be of a threatening nature they will forward the e-mail to the Superintendent and Chief of Safety and Security.

SUPERINTENDENT EVALUATION

The Superintendent evaluation instrument will be updated and approved annually in conjunction with the adoption of the Board and Superintendent Goals.

Three formative evaluations may be conducted annually in closed sessions at the Board Agenda Workshops. The suggested dates of these evaluations are the Agenda Workshops in October, January and April or as close to those months as possible. New Board Members will receive training on how to evaluate the Superintendent prior to the first formative dialogue session.

A summative evaluation will be conducted in closed session annually in June. 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.

Ref Policies BJCD, BJCF, and BJA



We appreciate our Hays CISD school board trustees for all their dedication and hard work every month!

School Board Recognition Month • January 2023



Vanessa Petrea
Trustee At-Large
President



Raul Vela, Jr.
District 1
Vice President



Esperanza Orosco
District 5
Secretary



Will McManus
Trustee-At-Large
Trustee



Esmeralda Pérez-González
District 2
Trustee



Courtney Runkle
District 3
Trustee



Byron Severance
District 4
Trustee

Thank You, board members!

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