

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the Hays Consolidated Independent School District will be held on June 20, 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. 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.
- C. MISSION STATEMENT
The mission of Hays CISD is to educate, value, and nurture students through innovative and personalized educational experiences while celebrating our diversity.
- D. 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
- E. PUBLIC HEARING *(to be held June 26, 2023)* 6
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It is the policy of the Board that, if members of the public wish to address the Board in Public Forum, they must complete and submit the Request to Address the Board of Trustees form (green sheet). This form may be obtained and at the entrance to the Board room and must be submitted to Tim Savoy, Chief Information Officer at the entrance prior to reconvening in open session. Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as is provided in Board policy.
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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- K. REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES
- L. RECAP OF QUESTIONS
- M. UPCOMING BOARD MEETINGS
 - 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*
- N. ADJOURN

This notice was posted in compliance with the Texas Open Meetings act on: Friday, June 16, 2023 at 8:00 AM

EXCEPTIONS FOR CLOSED MEETINGS	The Board may conduct a closed meeting for the purpose described in the following provisions.	
ATTORNEY CONSULTATION	1.	The Board may conduct a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings. <i>Gov't Code 551.071</i> [See BE for permissible methods of communication for attorney consultations.
REAL PROPERTY	2.	The Board may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.072</i>
PROSPECTIVE GIFT	3.	The Board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the District if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.073</i>
PERSONNEL MATTERS	4.	The Board is not required to conduct an open meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, the Board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. <i>Gov't Code 551.074</i> The closed meeting exception for personnel matters does not apply when the Board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when the Board discusses a class or group of employees, not a particular employee. <i>Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)</i>
EMPLOYEE- EMPLOYEE COMPLAINTS		The Board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a District employee by another employee and the complaint or charge directly results in the need for a hearing. However, the Board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. <i>Gov't Code 551.082</i>
STUDENT DISCIPLINE	5.	The Board is not required to conduct an open meeting to deliberate in a case involving discipline of a public school child. However, the Board may not conduct a closed meeting for this purpose if the child's parent or guardian makes a written request for an open hearing. <i>Gov't Code 551.082</i>
PERSONALLY IDENTIFIABLE STUDENT INFORMATION	6.	The Board is not required to conduct an open meeting to deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation. Directory information about a public school student is considered to be personally identifiable information about the student for this purpose only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed the District that the directory information should not be released without prior consent. [See FL] This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age. <i>Gov't Code 551.0821</i>
MEDICAL OR PSYCHIATRIC RECORDS	7.	A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate: - The medical records or psychiatric records of an individual applicant for a benefit from the plan; or - A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan. <i>Gov't Code 551.0785</i>
SECURITY	8.	The Board is not required to conduct an open meeting to deliberate: - The deployment, or specific occasions for implementation, of security personnel or devices; or - A security audit. <i>Gov't Code 551.076</i>

ASSESSMENT INSTRUMENTS	9.	The Board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. <i>Education Code 39.030(a)</i>
EMERGENCY MANAGEMENT	10.	The Board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, relating to Homeland Security. However, the Board must make a tape recording of the proceedings of a closed meeting held to deliberate the information. <i>Gov’t Code 418.183(f)</i>
ECONOMIC DEVELOPMENT NEGOTIATIONS	11.	The Board is not required to conduct an open meeting: a. To discuss or deliberate regarding commercial or financial information that the Board has received from a business prospect that the Board seeks to have locate, stay, or expand in or near the District and with which the Board is conducting economic development negotiations; or b. To deliberate the offer of a financial or other incentive to such a business prospect. <i>Gov’t Code 551.087</i>
PROCEDURES FOR CLOSED MEETINGS		If a closed meeting is allowed, the Board shall not conduct the closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given [see BE] and the presiding officer has publicly announced that a closed meeting will be held and has identified the section or sections of the Open Meetings Act or other applicable law under which the closed meeting is held. <i>Gov’t Code 551.101</i>
VOTE OR FINAL ACTION		A final action, decision, or vote on a matter deliberated in a closed meeting shall be made only in an open meeting for which proper notice has been given. <i>Gov’t Code 551.102</i> [See BE]
CERTIFIED AGENDA OR TAPE RECORDING		The Board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with the District’s attorney. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the presiding officer at the beginning and end of the closed meeting indicating the date and time. A presiding officer shall certify that a certified agenda is a true and correct record of the proceedings. If a recording is made, it must include announcements by the presiding officer at the beginning and end of the meeting indicating the date and time. <i>Gov’t Code 551.103</i> “Recording” means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. <i>Gov’t Code 551.001(7)</i> Closed meetings may not be recorded by an individual trustee against the wishes of a majority of the Board. <i>Zamora v. Edgewood ISD, 592 S.W.2d 649 (Tex. App.—San Antonio, 1979, writ ref’d n.r.e.)</i>
PRESERVATION		The Board shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If a legal action involving the meeting is brought within that period, the Board shall preserve the certified agenda or recording while the action is pending. <i>Gov’t Code 551.104(a)</i>
PUBLIC ACCESS		A certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued as a result of litigation involving an alleged violation of the Open Meetings Act. <i>Gov’t Code 551.104(b), (c)</i>
PROHIBITIONS		No Board member shall participate in a closed meeting knowing that neither a certified agenda nor a recording of the closed meeting is being made. <i>Gov’t Code 551.145</i> No individual, corporation, or partnership shall without lawful authority disclose to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public. <i>Gov’t Code 551.146</i> No Board member shall knowingly call or aid in calling or organizing a closed meeting that is not permitted under the Open Meetings Act, close or aid in closing a regular meeting to the public except as permitted under the Open Meetings Act, or participate in a closed meeting that is not permitted under the Open Meetings Act. <i>Gov’t Code 551.144(a)</i>
AFFIRMATIVE DEFENSE		It is an affirmative defense to prosecution under Government Code 551.144(a) that a Board member acted in reasonable reliance on a court order or a written interpretation of the open meetings law contained in an opinion of a court of record, the attorney general, or the Board’s attorney. <i>Gov’t Code 551.144(c)</i>

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: E

Board Goal: Board/Staff/Community Relations

Subject: A public hearing will be held on the budget for the 2023-2024 School Year for the purpose of gathering community input

Administrator Responsible/Position: Randy Rau, Chief Financial Officer

A. Purpose of Agenda Item:

☒ Action Needed

☐ Information Only

☐ Receive Input

B. Authority for This Action

☐ Local Policy

☒ Law or Rule

☐ N/A

C. Goal or Need Addressed:

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

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: F

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: June 20, 2023

Agenda Item: G

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: June 26, 2023

Agenda Item: H

Board Goal: Board/Staff/Community Relations

Subject: Consideration and Possible Approval of Consent Agenda

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy BE

☐ Law or Rule

☐ N/A

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

C. Goal or Need Addressed:

As listed on attached pages

D. Summary:

☒ Previous board action relating to this item - Ongoing

☒ Future action anticipated - Monthly

☒ Background information – The following items are presented for approval

1. Board Meeting Minutes
2. Procurements
3. Contracts/MOUs
4. Budget Amendments
5. SHAC Member Appointments
6. Masonic Lodge Cornerstones and Dedication Ceremonies

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

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

G. Fiscal Impact and Cost: Amount: Per individual items attached

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the consent agenda, as presented.

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

Date: June 26, 2023

Agenda Item: H.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 May 15, 2023 Board Agenda Workshop, and May 22, 2023 Board Business Meeting are presented for approval

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

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

F. Administrative Recommendation:

The Superintendent recommends the Board approve minutes from the April 17, 2023 Board Agenda Workshop, and April 25, 2023 Board Business Meeting, as presented

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve minutes from the May 15, 2023 Board Agenda Workshop, and May 22, 2023 Board Business Meeting, as presented

Minutes of Regular Meeting May 15, 2023

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, May 15, 2023 beginning at 5:00 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:00 PM. All Board Members were present.

CANVASS ELECTION RESULTS

Canvassing and Certification of the May 6, 2023 Trustee Election Results for Hays CISD Single-Member District 1 and Single-Member District 2

Chief Communication Officer, Tim Savoy presented election information to the Board of Trustees.

Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees accept the prepared tabulation showing the total number of early voting and election day votes received in each precinct, the sum of the precinct totals, and the total number of voters who cast a ballot for each candidate. She further directed the secretary to note the minutes of the meeting that the board has completed the canvassing of the May 6, 2023 trustee election results for Hays CISD Single-Member District 1 and Single-Member District 2 and to enter the tabulation directly into the local election register maintained by the district. Esperanza Orosco moved and Courtney Runkle seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

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

Chief Communication Officer, Tim Savoy presented the bond election information to the Board of Trustees. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees adopt the Order Canvassing Returns and Declaring Results of the May 6, 2023 School Building Bond Election. Will McManus moved and Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

RECOGNITION

Board President Vanessa Petrea introduced this agenda item. Dr. Eric Wright spoke to recognize Dr. Esmeralda Perez-Gonzalez for her service to the Hays CISD Community as a Hays Consolidated Independent School District Board of Trustees. Dr. Wright presented Dr. Perez-Gonzalez with a Superintendent's Coin of Excellence. Moses Leos was present to take photos of the recognition.

OATHS OF OFFICE FOR TRUSTEES ELECTED ON MAY 6, 2023

Raul Vela swore an Oath of Office for position of Hays CISD Board of Trustees District 1. Mr. Vela was sworn in by Notary Public Barbara Gloria.

Johnny Flores swore an Oath of Office for the position of Hays CISD Board of Trustees District 2. Mr. Flores was sworn in by County Commissioner Dr. Michelle Cohen.

Vanessa Petrea swore an Oath of Office for the position of Hays CISD Board of Trustee At-Large. Mrs. Petrea was sworn in by Notary Public Barbara Gloria.

CLOSED SESSION

The Board adjourned to Closed Session at 5:23 PM to deliberate regarding Board reorganization, and matters related to the duties and responsibilities of Board officers and Trustees pursuant to Tx. Gov't Code 551.074. The Board also deliberated regarding safety and security, including safety personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 5510.76.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 7:02 PM.

BOARD REORGANIZATION

Vanessa Petrea introduced this agenda item referencing Board Operating Procedures and Roberts Rules of Order. Mrs. Petrea explained the nomination and voting process to all trustees.

Mrs. Petrea opened nominations for Board President. Raul Vela nominated Will McManus for Board President. Mr. McManus accepted the nomination. There were no other nominations for Board President. Mrs. Petrea declared nominations for Board President as closed. Mrs. Petrea read the slate of individuals nominated for Board President: Will McManus. Mrs. Petrea asked for a show of hands for all trustees voting YES for Will McManus as Board President. Trustees voting yes are listed as Johnny Flores, Courtney Runkle, Raul Vela, Vanessa Petrea, Will McManus, Esperanza Orosco, and Byron Severance. Mrs. Petrea asked for a show of hands for all trustees voting NO. There were zero NO votes. Vanessa Petrea congratulated Will McManus on his nomination to serve as the 2023-2024 Board President for the Hays CISD Board of Trustees.

Mrs. Petrea opened nominations for Board Vice President. Courtney Runkle nominated Raul Vela for Board Vice President. Mr. Vela accepted the nomination. There were no other nominations for Board Vice President. Mrs. Petrea declared the nominations for Board Vice President as closed. Mrs. Petrea read the slate of individuals nominated for Board President: Raul Vela. Mrs. Petrea asked for a show of hands for all trustees voting YES for Raul Vela as Board Vice President. Trustees voting yes are listed as Johnny Flores, Courtney Runkle, Raul Vela, Vanessa Petrea, Will McManus, Esperanza Orosco and Byron Severance. Mrs. Petrea asked for a show of hands for all trustees voting NO. There were zero NO votes. Vanessa Petrea congratulated Raul Vela on his nomination to serve as the 2023-2024 Board Vice President for the Hays CISD Board of Trustees.

Mrs. Petrea opened the nominations for Board Secretary. Esperanza Orosco nominated Courtney Runkle for Board Secretary. Mrs. Runkle accepted the nomination. There were no other nominations for Board Secretary. Mrs. Petrea declared the nominations for Board Secretary as closed. Mrs. Petrea read the slate of individuals nominated for Board Secretary: Courtney Runkle. Mrs. Petrea asked for a show of hands for all trustees voting YES for Courtney Runkle as Board Secretary. Trustees voting yes are listed as Johnny Flores, Courtney Runkle, Raul Vela, Vanessa Petrea, Will McManus, Esperanza Orosco, and Byron Severance. Mrs. Petrea asked for a show of hands for all trustees voting NO. There were zero NO votes. Vanessa Petrea congratulated Courtney Runkle on her nomination to serve as the 2023-2024 Board Secretary for the Hays CISD Board of Trustees.

There was a brief pause to allow trustees to rearrange their seating assignments at the dais.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND TEXAS FLAGS

Board Secretary Courtney Runkle 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

Board President Will McManus read the Hays CISD Board of Trustees Social Contract.

PUBLIC HEARING

A Public Hearing of the Optional Flexible School Day Program at Live Oak Academy was held. There was no one from the public wishing to address the Board regarding this agenda item.

SUPERINTENDENT'S REPORT

Will McManus introduced this agenda item. Superintendent Dr. Eric Wright thanked Voters for their participation in the May 6 elections, and provided an update on the current Legislative Session, hoping to share more information at next week's meeting. There were no questions or comments from the Board of Trustees.

PUBLIC FORUM

Elizabeth Burke, SBI Teacher addressed the Board of Trustees.

CAMPUS RECOGNITION

Campus Recognition of Buda Elementary School will be presented on Monday, May 22, 2023.

STUDENT ACHIEVEMENT REPORT

Update on Hays CISD Positive Behavior Intervention Support (PBIS)

Debbie Brown, Director of Academic Support, and Dr. Brian Dawson, Director of Student Services presented to the Board of Trustees. Ms. Brown, Dr. Dawson, Marivel Sedillo, and Lashun Gaines responded to questions and feedback from the Board of Trustees.

CONSENT AGENDA

Will McManus introduced this agenda item, introducing each consent item separately for discussion.

Consideration and possible renewal of the Cooperative Agreement between Hays CISD and the Teacher Fellows Program of Texas State University.

Christina Courson responded to questions from the Board of Trustees.

Consideration and possible approval of an Interlocal Agreement for Participation with Region 16 Education Service Center's Statewide Cooperative Purchasing Program

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

Consideration and possible approval of the Hays CISD Depository Contract Extension

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

Budget Amendments

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

Consideration and possible approval of Application for Optional Flexible School Day Program at Live Oak Academy for the 2023-2024 School Year

Deputy Academic Officer, Dr. Michael Watson responded to Courtney Runkle's question to provide the definition of this program and its intention.

The Board paused for a five-minute break, and returned to the dais at 8:42 PM.

ACTION ITEMS

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

Consideration and possible approval of the Superintendent's recommendation to contractually employee administrative personnel.

This item will be reviewed/discussed at the Monday, May 22, 2023 Board Meeting.

Consideration and possible approval of the Method of Compliance for Instructional Facilities

Max Cleaver introduced Jenna Norton and Jason Anders of Huckabee. Ms. Norton and Mr. Anders presented slides to the Board of Trustees to support this topic. Mr. Cleaver, Ms. Norton and Mr. Anders responded to questions and feedback regarding this agenda item.

Consideration and possible nomination of an individual to serve on the TASB Board of Directors – Region 13, Position B.

Vanessa Petrea expressed support of the current placement, Mary Jane Hetrick of Dripping Springs ISD.

Consideration and possible approval of an amendment to the 2023-2024 School Calendar to restore the original spring break, and add additional build-in time for weather or buses

Tim Savoy, Chief Communication Officer, was available for questions from the Board of Trustees. Mr. Savoy explained the change in the calendar and the rationale behind the request for adjustment. Mr. Savoy responded to questions from trustees Courtney Runkle and Vanessa Petrea.

Consideration and possible approval of the recommendation to name part or parts of school facilities – Dahlstrom Middle School Fine Arts

Tim Savoy was available for questions from the Board of Trustees. Trustees Vanessa Petrea, Byron Severance expressed their support of this agenda item, as did Board President Will McManus and Board Secretary Courtney Runkle.

Consideration and possible adoption of an Easement Request for Pedernales Electric Cooperative at Wallace Middle School

Max Cleaver, Chief Operations Officer, was available for questions from the Board of Trustees. There were no questions from the Board of Trustees regarding this agenda item.

Consideration and possible approval of 2021 Bond Installation of Hand Wash Stations at Fuentes Elementary School and Hemphill Elementary School – Jamail Smith Construction

Max Cleaver responded to questions from the Board of Trustees regarding this agenda item.

Consideration and possible approval of the selection of an additional vendor for 2021 Bond Flooring Project at Hemphill Elementary School

Max Cleaver responded to questions from the Board of Trustees regarding this agenda item.

INFORMATION ITEM

Update on Safety and Security Initiatives in the District

Jeri Skrocki, Chief Safety and Security Officer reported to the Board of Trustees that Tom Green Elementary School recently received “no findings” at their Texas School Safety Center inspection. Ms. Skrocki also introduced Andrea Acosta, the newest member of the Safety and Security team. There were no questions from the Board of Trustees regarding this agenda item

Update on Bond, Construction, and Renovation Projects in the District

Max Cleaver responded to the Board of Trustees request for an update on the timeline for the completion of the Science Wing at Hays High School.

Update on 2023-2024 Budget Calendar

Hays CISD Special Budget Workshop Meeting is scheduled for Monday, June 12, 2023. 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

Byron Severance requested that questions posed and answers provided for the last budget cycle are placed onto Board Blog in preparation for this coming budget planning season. Will McManus requested this as a “Board Budget FAQ” item from Tim Savoy.

RECAP OF QUESTIONS

It was requested that there be no reading of captured questions by the Board Secretary, Courtney Runkle.

UPCOMING BOARD MEETINGS

ADJOURN

Board President Will McManus stated that the next meeting is scheduled for Monday, May 22, 2023 at the Historic Buda Elementary Kunkel Room at 5:30 PM. No further business was conducted and the meeting was adjourned at 9:50 PM.

Minutes of Regular Meeting

May 22, 2023

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, May 22, 2023 beginning at 5:30 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:30 PM. All Board Members were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:30 PM to deliberate regarding safety and security, including safety personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076, and to deliberate regarding the Superintendent's recommendations for employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:29 PM.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND TEXAS FLAGS

Board Secretary Courtney Runkle 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.

PUBLIC HEARING

A Public Hearing of the Optional Flexible School Day Program at Live Oak Academy was held on Monday, May 15, 2023.

SUPERINTENDENT'S REPORT

Superintendent Dr. Eric Wright reminded that Hays CISD Graduation Ceremonies are upcoming. Tuesday, May 30th is the date set for Johnson High School, at 2:00 PM, and Lehman High School, at 6:00 PM. Wednesday, May 31st is the date set for Hays High School, at 2:00 PM, and Live Oak Academy, at 6:00 PM. All graduation ceremonies will be held at the Texas State University Strahan Coliseum. Dr. Wright also provided a brief Legislative Update.

PUBLIC FORUM

Emily Jones, Buda Elementary School Parent, addressed the Board of Trustees.

CAMPUS RECOGNITION

Mary Noble, Deputy Academic Officer, introduced Megan Zembik, Principal of Buda Elementary School. Ms. Zembik presented a slideshow presentation to the Board of Trustees. Student Groups from Buda Elementary were present to sign and present portions of the campus recognition presentation. Ms. Zembik returned to the podium to complete the presentation, and responded to questions and feedback from the Board of Trustees.

The Board paused for a brief break to allow guests to exit.

STUDENT ACHIEVEMENT REPORT

Update on Hays CISD Positive Behavior Intervention Support (PBIS)

This agenda item was presented at the May 15, 2023 Board Meeting.

CONSENT AGENDA

President Will McManus 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 further discussion, and the motion passed with a vote of 7-0.

ACTION ITEMS

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

Consideration and possible approval of the Superintendent's recommendation to contractually employee administrative personnel.

Will McManus read the suggested motion that the Hays CID Board of Trustees approve the Superintendent's recommendation to contractually employ the Academic Dean at Lehman High School and an Assistant Principal at Hays High School, as discussed. Byron Severance moved and Courtney Runkle seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0. Dr. Eric Wright introduced Brad Lancaster as the new Academic Dean at Lehman High School, and Claudia Vasquez as a new Assistant Principal at Hays High School.

Consideration and possible nomination of an individual to serve on the TASB Board of Directors – Region 13, Position B.

Trustee Vanessa Petrea moved to endorse Mary Jane Hetrick of Dripping Springs ISD. This motion was seconded by Courtney Runkle. There was no further discussion and the motion passed with a vote of 7-0.

Consideration and possible approval of an amendment to the 2023-2024 School Calendar to restore the original spring break, and add additional build-in time for weather or buses

President Will McManus read the suggested motion that the Hays CISD Board of Trustees adopt the revised 2023-2024 Hays CISD Academic Calendar, as presented. Esperanza Orosco moved and Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of the recommendation to name part or parts of school facilities – Dahlstrom Middle School Fine Arts

President Will McManus read the suggested motion that the Hays CISD Board of Trustees name the fine arts addition, specifically the hallway and accompanying band program rooms, at Dahlstrom Middle School, the "Leroy Gerdes Band Hall", as presented. Vanessa Petrea moved and Esperanza Orosco seconded the motion. Vanessa Petrea, Byron Severance and Esperanza Orosco spoke in support of Mr. Gerdes and the need for attendance at the ribbon cutting ceremony to be held in the future. There was no further discussion and the motion passed with a vote of 7-0.

Consideration and possible approval of the Method of Compliance for Instructional Facilities

President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the quantitative method of compliance for future capital projects, as presented. Byron Severance moved and Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible adoption of an Easement Request for Pedernales Electric Cooperative at Wallace Middle School

President Will McManus read the suggested motion that the Hays CISD Board of Trustees grant a utility easement and underground agreement to PEC, and authorize the Superintendent and Board President to negotiate and execute additional documents if required, as presented. Esperanza Orosco moved

and Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of 2021 Bond Installation of Hand Wash Stations at Fuentes Elementary School and Hemphill Elementary School – Jamail Smith Construction

President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve a contract with Jamail-Smith Construction in the amount of \$504,750 for the installation of hand wash sinks at Fuentes and Hemphill Elementary Schools, as designed by the A+E Design Group, as presented. Esperanza Orosco moved and Byron Severance seconded the motion. Max Cleaver responded to the request from Vanessa Petrea to confirmation that the FBOC has had the opportunity to review and support this information. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of the selection of an additional vendor for 2021 Bond Flooring Project at Hemphill Elementary School

President Will McManus read the suggested motion that the Hays CIDS Board of Trustees approve a construction contract with JC Commercial in the amount of \$197,250 for 2021 Bond flooring project at Hemphill Elementary School, as designed by O'Connell Robertson, as presented. Esperanza Orosco moved and Byron Severance seconded the motion. Max Cleaver responded by Byron Severance's request for confirmation of the FBOC's involvement and clarification of the spending fund, as well as Esperanza Orosco's request to update board transmittals once the FBOC has blessed an agenda item. There was no further discussion, and the motion passed with a vote of 7-0.

INFORMATION ITEM

Update on Safety and Security Initiatives in the District

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

Update on Bond, Construction, and Renovation Projects in the District

Max Cleaver responded to questions from the Board of Trustees regarding delays in the move-in timeline at the Hays High School Science Labs.

Update on 2023-2024 Budget Calendar

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

Byron Severance requested the order of 2023 Bond Projects for each high school, by project. Esperanza Orosco requested information regarding the number of students registered for the 2023-2024 school year at this time, as well as information from the Child Nutrition Department regarding summer feeding. Johnny Flores requested the number of Hays CISD students enrolled in the Phoenix Program at Live Oak Academy.

RECAP OF QUESTIONS

Courtney Runkle read the list of questions from the Board of Trustees.

ADJOURN

Board President Will McManus noted that the next meeting of the Hays CISD Board of Trustees is planned for Monday, June 12, 2023 for a Special Budget Workshop at the Historic Buda Elementary Kunkel Room at 5:30 PM. No further business was conducted and the meeting was adjourned at 7:33 PM.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.2

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. Dell Infrastructure and Cybersecurity Services
- b. Open Court Workbooks – McGraw Hill
- c. Math Foundations Resource Kits – STEMscopes
- d. Consumable Workbooks – Houghton Mifflin Harcourt

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: June 26, 2023

Agenda Item: H.2a

Board Goal: Board/Staff/Community Relations

Procurement: Consideration and possible approval of the purchase of Dell Infrastructure and Cybersecurity Services

Administrator Responsible/Position: Dianne Borreson, Chief Technology Officer
Alan Duerr, Deputy 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 is to approve the purchase of cybersecurity services.
- D. Summary:
☐ Previous board action relating to this item
☐ Future action anticipated –
☒ Background information – Memo Provided
- E. Scope of Options Reviewed:
Length of Contract: The is a one-year contract with four (4) options to renew through
- F. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other: Curriculum & Instruction
- G. Administrative Recommendation:
The administration recommends approval of the purchase of Dell infrastructure (servers) and cybersecurity services.
- H. Fiscal Impact and Cost: Total Amount: \$436,300
☒ Budget – General Operating Fund ☒ 2021 Bond ☐ Grant/Special Funds ☐ Other
Prior Year Spending – \$689,933.86
Future/Ongoing – This service will be a recurring cost (annually).
- I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action – Alan Duerr, Deputy Technology Officer
Evaluation method and time line -
Next report to the board -
- J. Suggested Motion:
I move that the Hays CISD Board of Trustees approve the purchase of Dell infrastructure and cybersecurity services in the amount of \$436,300, as discussed and presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.2b

Board Goal: Student Achievement

Procurement: Consideration and possible approval of the purchase of Open Court Workbooks for Grades K-2 and Teacher Kits – McGraw Hill

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

The purchase is for student workbooks and additional teacher kits as part of the current K-2 Phonics program, Open Court. This purchase also includes digital licenses for district and campus staff to support the program. SPED staff, Instructional Coaches, campus administrators, etc. use the online platform regularly to support students and teachers as well as monitor program usage in the classroom.

D. Summary:

☒ Previous board action relating to this item: Board approved McGraw Hill workbook and kit purchase May 2022

☒ **Future action anticipated:** The usage of these resources is assessed annual and purchased as necessary.

☒ **Background information** – These workbooks are an essential piece of our K-2 Districtwide phonics program, Open Court

E. Scope of Options Reviewed:

Contract Information: Bid #22-022004JO

Length of Contract: This is a one-year contract with one (1) option to renew through 5/26/25

Reasons for rejecting alternatives: These workbooks are to support the district's currently adopted phonics program.

F. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ **Other:** Curriculum & Instruction

G. Administrative Recommendation:

The administration recommends approval of the purchase of Open Court Workbooks for Grades K-2 and Teacher Kits

☒ **Advantages/benefits of this proposal** –

- Individual student copies of workbooks for students to practice phonics and handwriting skills
- The decodables allow students to practice decoding what they have learned in Open Court
- Students are able to take the decodables home to continue practicing
- The Open Court workbook is aligned to the explicit, systematic instruction that happens during the Open Court lessons

☒ **Expected results in terms of student benefit/achievement** –

- Increased phonics skills, decoding, and encoding
- Gains on our universal screener and district assessments

☐ **Possible problems or disadvantages of this proposal** -

☐ **Effect of this action on other parts of the system** -

☒ **Consequences of not approving recommendation –**

- Without the workbook, students won't have opportunities to practice what they have learned in the phonics and handwriting lessons
- The Open Court work books and decodables allow us to have aligned resources for all students in the district.

H. Fiscal Impact and Cost: Total Amount: \$87,364.92

☐ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☒ **Other: IMTA**

Prior Year Spending – \$109,595.35

Future/Ongoing – This procurement will be a recurring cost (annually), as needed. Possible additional teacher kits purchased as needed for growth.

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Marivel Sedillo, Derek McDaniel

Evaluation method and time line – Usage will be monitored and reviewed by Curriculum and Instruction. Campus leadership will be surveyed annually.

Next report to the board -

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase Open Court Workbooks for Grades K-2 and Teacher Kits from McGraw Hill in the amount of \$87,364.92, as presented.



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QUOTE PREPARED FOR:

Hays Consolidated I S D
5750 DACY LN
BUDA, TX 78610-5904
ACCOUNT NUMBER: 411174

SUBSCRIPTION/DIGITAL CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

SALES REP INFORMATION:

Joseph Escamilla
joseph.escamilla@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Open Court Foundational Skills Consumables	\$68,422.50	\$0.00	\$68,422.50
OCRFSK Additional Teacher Kits	\$6,331.50	(\$1,086.00)	\$5,245.50
Teacher Editions K, 1st and 2nd	\$1,049.40	\$0.00	\$1,049.40
Additional Teacher Licenses	\$12,312.00	(\$6,156.00)	\$6,156.00
PRODUCT TOTAL*	\$88,115.40	(\$7,242.00)	\$80,873.40
ESTIMATED S&H**			\$6,491.52
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$87,364.92

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/30/2023

ACCOUNT NAME: Hays Consolidated I S D

EXPIRATION DATE: 07/14/2023

QUOTE NUMBER: BNELS-05302023104244-001

ACCOUNT #: 411174

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Open Court Foundational Skills Consumables					
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE WORKBOOK GRADE K	978-0-07-668490-8	700	\$7.35	\$0.00	\$5,145.00
OPEN COURT READING CORE DECODABLE TAKEHOME GRADE K	978-0-07-671899-3	550	\$10.20	\$0.00	\$5,610.00
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE WORKBOOK GRADE 1	978-0-07-668999-6	1550	\$7.35	\$0.00	\$11,392.50
OPEN COURT READING CORE DECODABLE TAKEHOME BOOK 1 GRADE 1	978-0-07-674530-2	1350	\$10.20	\$0.00	\$13,770.00
OPEN COURT READING CORE DECODABLE TAKEHOME BOOK 2 GRADE 1	978-0-07-672617-2	1200	\$10.20	\$0.00	\$12,240.00
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE WORKBOOK GRADE 2	978-0-07-669050-3	1300	\$7.35	\$0.00	\$9,555.00
OPEN COURT READING CORE DECODABLE TAKEHOME GRADE 2	978-0-07-666954-7	1050	\$10.20	\$0.00	\$10,710.00
Open Court Foundational Skills Consumables Subtotal:				\$0.00	\$68,422.50

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
OCRFSK Additional Teacher Kits					
OPEN COURT PHONICS FOUNDATIONAL SKILLS KIT GRADE K	978-0-02-135417-7	2	\$1,575.90	\$0.00	\$3,151.80
OPEN COURT READING FSK TEACHER GUIDE VOLUME 1 GRADE K	978-1-26-559547-0	2	\$104.94	\$209.88	*Free Materials
OPEN COURT READING FSK TEACHER GUIDE VOLUME 2 GRADE K	978-1-26-605511-9	2	\$104.94	\$209.88	*Free Materials
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE BLM GRADE K	978-0-07-668566-0	2	\$58.47	\$116.94	*Free Materials
OPEN COURT READING TEXAS FOUNDATIONAL SKILLS KIT TEACHER RESOURCE BOOK GRADE K	978-0-07-695617-3	2	\$55.62	\$111.24	*Free Materials
OPEN COURT READING PICKLED PEPPERS BIG BOOK GRADE K	978-0-07-680531-0	2	\$87.69	\$0.00	\$175.38
OPEN COURT READING ALPHABET BIG BOOK GRADE K	978-0-02-131095-1	2	\$87.69	\$0.00	\$175.38
OPEN COURT READNG FSK TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE K	978-1-26-605165-4	1	\$160.74	\$0.00	\$160.74
OPEN COURT PHONICS FOUNDATIONAL SKILLS KIT GRADE 2	978-0-02-135407-8	2	\$630.36	\$0.00	\$1,260.72
OPEN COURT READING FSK TEACHER GUIDE GRADE 2	978-1-26-559669-9	2	\$104.94	\$209.88	*Free Materials
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE BLM GRADE 2	978-0-07-666412-2	2	\$58.47	\$116.94	*Free Materials
OPEN COURT READING TEXAS FOUNDATIONAL SKILLS KIT TEACHER RESOURCE BOOK GRADE 2	978-0-07-695619-7	2	\$55.62	\$111.24	*Free Materials
OPEN COURT READNG FSK TEACHER WORKSPACE 3 YEAR SUBSCRIPTION GRADE 2	978-1-26-605406-8	2	\$160.74	\$0.00	\$321.48

OCRFSK Additional Teacher Kits Subtotal: \$1,086.00 \$5,245.50

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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EXPIRATION DATE: 07/14/2023
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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Teacher Editions K, 1st and 2nd					
OPEN COURT READING FSK TEACHER GUIDE VOLUME 1 GRADE K	978-1-26-559547-0	2	\$104.94	\$0.00	\$209.88
OPEN COURT READING FSK TEACHER GUIDE VOLUME 2 GRADE K	978-1-26-605511-9	2	\$104.94	\$0.00	\$209.88
OPEN COURT READING FSK TEACHER GUIDE VOLUME 1 GRADE 1	978-1-26-559624-8	2	\$104.94	\$0.00	\$209.88
OPEN COURT READING FSK TEACHER GUIDE VOLUME 2 GRADE 1	978-1-26-605514-0	2	\$104.94	\$0.00	\$209.88
OPEN COURT READING FSK TEACHER GUIDE GRADE 2	978-1-26-559669-9	2	\$104.94	\$0.00	\$209.88

Teacher Editions K, 1st and 2nd Subtotal: \$0.00 \$1,049.40

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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ACCOUNT #: 411174

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Additional Teacher Licenses					
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-1-26-600545-9	30	\$68.40	\$0.00	\$2,052.00
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-1-26-600545-9	30	\$68.40	\$2,052.00	*Free Materials
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-1-26-600605-0	30	\$68.40	\$0.00	\$2,052.00
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-1-26-600605-0	30	\$68.40	\$2,052.00	*Free Materials
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-1-26-600642-5	30	\$68.40	\$0.00	\$2,052.00
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-1-26-600642-5	30	\$68.40	\$2,052.00	*Free Materials
Additional Teacher Licenses Subtotal:				\$6,156.00	\$6,156.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

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QUOTE PREPARED FOR:

Hays Consolidated I S D
5750 DACY LN
BUDA, TX 78610-5904
ACCOUNT NUMBER: 411174

CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

VALUE OF ALL MATERIALS	\$88,115.40
FREE MATERIALS	(\$7,242.00)
PRODUCT TOTAL*	\$80,873.40
ESTIMATED SHIPPING & HANDLING**	\$6,491.52
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$87,364.92

SUBSCRIPTION/DIGITAL CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

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School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/30/2023

ACCOUNT NAME: Hays Consolidated I S D

EXPIRATION DATE: 07/14/2023

QUOTE NUMBER: BNELS-05302023104244-001

ACCOUNT #: 411174

PAGE #: 6

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.2c

Board Goal: Student Achievement

Procurement: Consideration and possible approval of the purchase of Math Foundations Resource Kits for
Grades K-5 - STEMscopes

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to approve the purchase of the online Math Program STEMScopes for the 2023-2024 school year for math at all elementary campuses.

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

D. Summary:

☐ Previous board action relating to this item

☒ Future action anticipated – There is an annual cost for the online subscriptions. The physical foundations kits are a one-time cost.

☒ Background information – HaysCISD has utilized the STEMscopes Science program in all Elementary and Middle school campuses since the 2014-2015 school year. In the past years, STEMscopes has developed and improved their resources, professional developments, website, activities, assessments and much more to provide rigorous TEKs aligned science curriculum. STEMscopes is a research based online program that provides students with hands-on activities and formative assessments. The online resource is user friendly, allowing teachers and students to use the platform frequently. Because STEMscopes is a digital resource, they are able to frequently update and improve their product.

Due to TEA's shift for online testing only, we have adapted to using more online resources by utilizing STEMscopes, allowing students more opportunities to be successful. The elementary school day-by-day math and science lesson plans include various activities and assessments specifically from STEMscopes to enrich daily lessons, allowing teachers to only use district curriculum and not having to purchase/use resources that haven't been vetted or checked for alignment.

In addition, TEA has announced their focus on content alignment, bringing in more science and social studies in the reading test. STEMscopes has done a great job by providing a leveled literacy component to give an opportunity for the alignment for other content areas.

Due to the district entering Math curriculum gap years, we are adding STEMscopes Math for K-5 teachers as the core, Tier 1 resource. Teachers across the district have requested a comprehensive math program to use for Tier 1 instruction, which Hays CISD does not currently have. During the 2022-2023 school year, teachers used a variety of district provided supplemental resources to teach math. The adoption of STEMscopes math would provide teachers with one primary resource that is comprehensive for all math TEKS

E. Scope of Options Reviewed:

Reasons for rejecting alternatives: Go Math was adopted in 2014 and expired in the 2021-2022 school year. Publishers have not updated their math resources since the 2014 adoption because math TEKS are expected to be revised in the coming school year. There is currently a lack of quality, aligned resources for Math. The Texas Resource Review found that STEMscopes math is 100% aligned to K-5 Math TEKS – a higher rating than any other resource.

F. Comments Received:

☒ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Curriculum & Instruction

G. Administrative Recommendation:

The administration recommends approval of the purchase of STEMscopes Math product.

☒ **Advantages/benefits of this proposal –**

- Designed and developed in Texas to align specifically to the Texas state standards
- Follows the math and science 5E lesson model
- Provides opportunities for engagement, hands-on exploration, engineering, cross-curricular activities, interventions, differentiation, and extensions beyond the TEKS
- Provides leveled reading and writing experiences for students related to each TEKS
- Provides formative assessment opportunities for just-in-time intervention
- Provides prompts and structure for Claims, Evidence, and Reasoning and open-ended responses
- Provides enrichment opportunities; such as engineering connections, PBL component, art projects, problem- based tasks
- Online platform for students to support blended learning models
- As a digital resource, STEMscopes is able to continuously adapt and improve the product – They are currently adding new item types that align with STAAR 2.0

☒ **Expected results in terms of student benefit/achievement –**

- Aligned and engaging learning experiences for students
- Increased opportunities for hands-on exploration
- Increased STEM opportunities
- Differentiated activities and instructional models for accessing content for all students
- Pre-assessment to guide differentiation and lesson planning, progress monitoring for immediate interventions, and varied post assessment opportunities to show proof of mastery and student growth

☐ **Possible problems or disadvantages of this proposal -**

☐ **Effect of this action on other parts of the system -**

☒ **Consequences of not approving recommendation –**

- Loss of aligned, differentiated math instructional materials
- Decreased hands-on experiences for students
- Loss of formative assessment opportunities teachers use to guide instruction

H. Fiscal Impact and Cost: Total Amount: \$284,838.75

☒ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☒ **Other: IMTA**

Prior Year Spending – \$83,420.60

Future/Ongoing – Ongoing annual cost for the online subscription only

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Marivel Sedillo, Derek McDaniel

Evaluation method and time line - The Director of Curriculum and Instruction, along with the Elementary Coordinator will be able to evaluate the data using CBAs and usage reports of STEMscopes per school and teacher after each assessment.

Next report to the board -

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase Math Foundations Resources Kits for Grades K-5 from STEMscopes, (Accelerate Learning, Inc.) in the amount of \$284,838.75, as presented.



Accelerate Learning Inc.

STEMscopes Quote

Quote/Invoice Number 00092585

Account Name Hays Consolidated Independent School District
Shipping Address 21003 Interstate 35
Kyle, Texas 78640-4745
United States

MAIL PAYMENTS TO:

Division Accelerate Learning Inc.
Company Address PO BOX 732464
Dallas, 75373-2464

Created Date 4/7/2023

Start Date 6/1/2023

Prepared By Christine Davis

Description Discount applied: Digital licenses discounted from \$8.95 per student to \$7.95 per student

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade K Online	978-1-64306-440-6	1,450.00	1 Year	\$8.95	\$7.95	\$11,527.50
TX Math Grade 1 Online	978-1-64306-441-3	1,550.00	1 Year	\$8.95	\$7.95	\$12,322.50
TX Math Grade 2 Online	978-1-64306-442-0	1,600.00	1 Year	\$8.95	\$7.95	\$12,720.00
TX Math Grade 3 Online	978-1-64306-056-9	1,650.00	1 Year	\$8.95	\$7.95	\$13,117.50
TX Math Grade 4 Online	978-1-64306-057-6	1,625.00	1 Year	\$8.95	\$7.95	\$12,918.75
TX Math Grade 5 Online	978-1-64306-058-3	1,650.00	1 Year	\$8.95	\$7.95	\$13,117.50
TX Math Grade K Foundations Resource Kit	978-1-64306-242-6	85.00	1 Year	\$430.00	\$430.00	\$36,550.00
TX Math Grade 1 Foundations Resource Kit	978-1-64306-245-7	85.00	1 Year	\$395.00	\$395.00	\$33,575.00
TX Math Grade 2 Foundations Resource Kit	978-1-64306-248-8	85.00	1 Year	\$500.00	\$500.00	\$42,500.00
TX Math Grade 3 Foundations Resource Kit	978-1-64306-166-5	70.00	1 Year	\$475.00	\$475.00	\$33,250.00
TX Math Grade 4 Foundations Resource Kit	978-1-64306-169-6	55.00	1 Year	\$500.00	\$500.00	\$27,500.00
TX Math Grade 5 Foundations Resource Kit	978-1-64306-172-6	50.00	1 Year	\$405.00	\$405.00	\$20,250.00

Subtotal \$269,348.75

Shipping \$15,490.00

Order Total \$284,838.75

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

STEMscopes Quote

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PROFESSIONAL LEARNING: All professional learning sessions must have a delivery date scheduled with our professional learning department within 60 days of purchase. The actual delivery of the professional learning sessions should occur within 6 months of purchase unless part of a multi-year plan. All professional learning sessions left unscheduled after 60 days of purchase will be converted to a recorded webinar session and payment in full will be expected. All professional learning recordings will be available for 60 days after delivery. After 60 days, they will no longer be active.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.2d

Board Goal: Student Achievement

Procurement: Consideration and possible approval of the purchase of Consumable Workbooks for Into Reading and Arriba la Lectura for Grades K-5 - Houghton Mifflin Harcourt

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to request the approval of the purchase of student workbooks to support the K-5 "Into Reading" and "Arriba la Lectura" ELAR/SLAR adoption in 2019.

D. Summary:

☒ **Previous board action relating to this item:** In 2019 the Board approved the adoption of "Into Reading" from Houghton Mifflin Harcourt.

☒ **Future action anticipated:** Possible smaller purchases for growth

☒ **Background information** – In 2019, the district adopted "Into Reading" for K-8 ELAR/SLAR as part of the state adoption process. At that time, the district purchased 4 years of recurring workbooks for K-5. This purchase would continue those resources for the next 4 years.

E. Scope of Options Reviewed:

Contract Information: Buyboard Contract #653-21

Length of Contract: This is a one-year contract with one (1) option to renew through 10/31/24

Reasons for rejecting alternatives: These workbooks support the current district-wide adopted curriculum for ELAR/SLAR.

F. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ **Other:** Curriculum & Instruction

G. Administrative Recommendation:

The administration recommends approval of the purchase of workbooks, as presented.

☒ **Advantages/benefits of this proposal –**

- High quality, engaging text sets reflect culturally relevant content and form the foundation for the delivery of key vocabulary, essential skills, and topic knowledge across genres in English and Spanish
- Individual student copies of books for students to take home for fluency practice
- The *myBook* is a student resource, aligned to the *HMH Into Reading* modules.
- The write-in *myBook* provides numerous writing opportunities connected to each module in the program, allowing students to take notes, annotate, respond, and ultimately take ownership of their learning.
- Students use the *myBook* to take notes, annotate, and respond to the text.
- In addition, *myBook* wrap-up activities at the end of the module provide the opportunity for students to synthesize what they've learned through writing and discussions and to express their new insight through writing.

☒ **Expected results in terms of student benefit/achievement –**

- Increased vocabulary, fluency, comprehension, and writing skills
- Gains on our universal screener and STAAR state assessments
- Exposure to culturally relevant texts that integrate and reinforce Science and Social Studies topics

☐ **Possible problems or disadvantages of this proposal -**

☐ **Effect of this action on other parts of the system -**

☒ **Consequences of not approving recommendation –**

- Without the myBook, each student will not have an opportunity to hold their own text to follow along in for fluency
- Without the myBook, students will be missing out on opportunities to annotate and write in response to text
- The myBook allows us to have a rigorous, guaranteed, and viable curriculum in English and Spanish that is available to all students in the district

H. Fiscal Impact and Cost: Total Amount: \$757,852.00

☐ **Budget – General Operating Fund**

☐ **Bond**

☐ **Grant/Special Funds**

☒ **Other: IMTA**

Prior Year Spending – \$16,571.38

Future/Ongoing – Possible small purchases for growth

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Marivel Sedillo, Derek McDaniel

Evaluation method and time line –

Next report to the board -

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase “Into Reading” and “Arriba la Lectura” consumable workbooks for ELAR/SLAR Grades K-5 from Houghton Mifflin Harcourt, in the amount of \$757,852.00, as presented.



Houghton Mifflin Harcourt

Proposal #008638501

Prepared For

Hays Cons Ind School District

21003 Interstate 35

Kyle TX 78640

Attention:

Travis Smith

travis.smith@hayscisd.net

For the Purchase of:

HMH Into Reading K-5 TX 2020

Prepared By

Taylor Roberti

taylor.roberti@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Travis Smith
travis.smith@hayscisd.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

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Proposal for Hays Cons Ind School District

ISBN	Title			Price	Quantity	Value of All Material	Free Materials Quantity
<u>Grade K</u>							
Teacher							
1752327	9780358128618	Texas Arriba La Lectura Getting Started Live Online 2-Hour Grade K-5	c	\$800.00			4
		Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Arriba La Lectura. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Arriba La Lectura in their respective learning environments.					
<u>Total for Grade K</u>				\$ 0.00			
<u>Grade 1</u>							
Student							
1738730	9780358019398	2020 Texas Into Reading Student myBook Softcover Set 4 Year Print Grade 1	c	\$95.35	1,300	\$123,955.00	
1739068	9780358026198	2020 Texas ¡Arriba la lectura! Student myBook Softcover Set 4 Year Print Grade 1	c	\$102.05	200	\$20,410.00	
Total for Student				\$144,365.00			
Teacher							
1738801	9780358021438	2020 Texas Into Reading Teacher's Guide Set Grade 1	c	\$195.00			8
Total for Teacher				\$0.00			
<u>Total for Grade 1</u>				\$144,365.00			
<u>Grade 2</u>							
Student							
1738731	9780358019404	2020 Texas Into Reading Student myBook Softcover Set 4 Year Print Grade 2	c	\$95.35	1,400	\$133,490.00	
1739069	9780358026204	2020 Texas ¡Arriba la lectura! Student myBook Softcover Set 4 Year Print Grade 2	c	\$102.05	200	\$20,410.00	
Total for Student				\$153,900.00			
Teacher							
1738802	9780358021445	2020 Texas Into Reading Teacher's Guide Set Grade 2	c	\$195.00			8
Total for Teacher				\$0.00			
<u>Total for Grade 2</u>				\$153,900.00			

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Travis Smith
travis.smith@hayscisd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for Hays Cons Ind School District

ISBN		Title		Price	Quantity	Value of All Material	Free Materials Quantity
<u>Grade 3</u>							
Student							
1738732	9780358019428	2020 Texas Into Reading Student myBook Softcover Set 4 Year Print Grade 3	c	\$95.35	1,625	\$154,943.75	
Total for Student				\$154,943.75			
Teacher							
1738803	9780358021452	2020 Texas Into Reading Teacher's Guide Set Grade 3	c	\$195.00			8
Total for Teacher				\$0.00			
Total for Grade 3				\$154,943.75			

<u>Grade 4</u>									
Student									
1738733	9780358019435	2020 Texas Into Reading Student myBook Softcover Set 4 Year Print Grade 4	c	\$95.35	1,620	\$154,467.00			
Total for Student				\$154,467.00					
Teacher									
1738804	9780358021469	2020 Texas Into Reading Teacher's Guide Set Grade 4	c	\$195.00				8	
Total for Teacher				\$0.00					
Total for Grade 4				\$154,467.00					

<u>Grade 5</u>							
Student							
1738734	9780358019442	2020 Texas Into Reading Student myBook Softcover Set 4 Year Print Grade 5	c	\$95.35	1,575	\$150,176.25	
Total for Student				\$150,176.25			
Teacher							
1738805	9780358021476	2020 Texas Into Reading Teacher's Guide Set Grade 5	c	\$195.00			8
Total for Teacher				\$0.00			
Total for Grade 5				\$150,176.25			

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Travis Smith
travis.smith@hayscisd.net

Send **Orders** to:
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Proposal for
Hays Cons Ind School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Subtotal Purchase Amount:</i>	\$757,852.00
<i>Shipping & Handling:</i>	\$0.00

Total Cost of Proposal (PO Amount): **\$757,852.00**

****Please add proper sales tax to your order****

Send **Check Payments** to:
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Chicago, IL 60693

Attention:
Travis Smith
travis.smith@hayscisd.net

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Total Cost of Proposal (PO Amount): \$757,852.00

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- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Hays Consolidated ISD 21003 Interstate 35 Kyle, TX 78640-4745	Sold to: Hays Consolidated ISD 21003 Interstate 35 Kyle, TX 78640-4745
--	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
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Date of Proposal: 4/27/2023

Proposal Expiration Date: 6/11/2023


Houghton Mifflin Harcourt

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 Chicago, IL 60693

Attention:
 Travis Smith
 travis.smith@hayscisd.net

Send **Orders** to:
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008638501 Sold:0000257919 Ship:0000257919

Page 5 of 5

Please submit this form with your purchase order

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.3a

Board Goal: Student Achievement

Subject: Consideration and possible approval of the resolution to recognize the 4-H Organization of Hays County as a Hays CISD extracurricular activity and to name the Hays County Extension Agents as adjunct faculty members in order to supervise student activities.

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent/Chief Academic Officer
Dr. Michael Watson, Deputy Academic Officer
Suzi Mitchell, Director of Career and Tech Education

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:

Recognize Hays County Extension Agents as adjunct faculty members in order to supervise student activities

D. Summary:

☒ **Previous board action relating to this item** – A similar resolution have been adopted by the Hays CISD Board of Trustees for the 2022-2023 school year. This resolution will be in effect for the 2023-2024 school year

☐ **Future action anticipated -**

☒ **Background information** - By adopting this resolution, the students participating in an approved 4-H educational activity may be counted “in attendance” for Foundation School Program purposes (meaning funding) and also toward course attendance requirements for the benefit of the participating student.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

Administration recommends the board adopt the resolution and name Kate Blankenship, Aaron McCoy, and Sierra Murray as adjunct faculty members in order to supervise student activities as presented.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Marivel Sedillo, Deputy Superintendent / Chief Academic Officer, Dr. Michael Watson, Deputy Academic Officer, and Suzi Mitchell, Director of CTE

Evaluation method and time line -

Next report to the board -

I. Suggested Motion

I move that the Hays CISD Board of Trustees adopt the resolution and name Kate Blankenship, Aaron McCoy, and Sierra Murray as adjunct faculty members in order to supervise student activities, as presented

**Texas A&M AgriLife Extension Office
Hays County**

200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu



May 10, 2023

Dr. Eric Wright
Hays CISD
21003 Interstate 35 Frontage Rd
Kyle, TX 78640

Dear Dr. Wright,

On behalf of the Texas A&M AgriLife Extension Office for Hays County Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Hays Consolidated Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

- (A) has a minimum of a bachelor's degree; and*
- (B) is eligible for participation in the Teacher Retirement System of Texas.*

Hays County requests the agents listed on the enclosed Adjunct Faculty Agreement be considered awarded adjunct staff member status for the period of time indicated on the agreement.

We hope Hays Consolidated Independent School District will accept this request. Please let us know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and the members of the Board of Trustees for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Kate Blankenship".

Kate Blankenship
County Extension Agent:
Family and Community Health
Texas A&M AgriLife Extension Office
Hays County

A handwritten signature in black ink that reads "Aaron McCoy".

Aaron McCoy
County Extension Agent:
Agriculture and Natural Resources
Texas A&M AgriLife Extension Office
Hays County

A handwritten signature in black ink that reads "Sierra Murray".

Sierra Murray
4-H | Youth Program Coordinator
Texas A&M AgriLife Extension Office
Hays County

Attachment: Resolution for Extracurricular Status of 4-H Organization

**Texas A&M AgriLife Extension Office
Hays County**

200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu



**EXTRACURRICULAR STATUS REQUEST
Resolution Requesting Extracurricular Status For 4-H**

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Hays Consolidated Independent School District

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the

Hays County

Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulation set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Approved this _____ day of _____, 20_____.

Board of Trustee

Superintendent

**Texas A&M AgriLife Extension Office
Hays County**

200 Stillwater Rd, Ste 102, Wimberley, TX 78676
(512) 393-2120 | hays-bx@tamu.edu

**ADJUNCT FACULTY REQUEST
Adjunct Faculty Agreement**



THE STATE OF TEXAS | COUNTY OF HAYS

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Hays Consolidated Independent School District, hereinafter referred to as "District." A quorum having been established; the Board proceeded to consider the appointment of the herein s named individuals as Adjunct Faculty Members of the Hays Consolidated Independent School District.

Upon consideration and vote of _____ in favor, Kate Blankenship, Aaron McCoy, and Sierra Murray are hereby named as Adjunct Faculty Members of the Hays Consolidated Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 15th day of August 2023 and remain in effect until the 23rd day of May 2024
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	YEAR
Kate Blankenship	CEA-Family and Community Health	BS: Health Science	Texas A&M University: Corpus Christi	2005
Aaron McCoy	CEA-Agriculture and Natural Resources	BS: Plant & Soil Sciences	Texas Tech University	2017
Sierra Murray	4-H Youth Program Coordinator	BS: Agricultural Science and Leadership	Angelo State University	2019

3. Adjunct Faculty Members will receive no compensation, salary, or remuneration from Hays Consolidated Independent School District
4. Adjunct Faculty Members are and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct Faculty Members are and shall remain under the direct supervision of either the District Extension Administrator of District 10, Michael Haynes, or the County Extension Director.
6. Adjunct Faculty Members shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The School District shall have no responsibility for any of such benefits or plans.

Adjunct Faculty Members shall direct the activities and participation of students of the School District in sponsored and approved activities as designated from time to time by Adjunct Faculty Members for which notice shall be given to the School District Administrative Personnel. Adjunct Faculty Members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct Faculty Members are not employees of the School District, and the School District does not nor shall not supervise, direct, or control the activities and/or participation of such, Kate Blankenship, Aaron McCoy, and Sierra Murray, County Extension Agents who have/has been herein designated as an Adjunct Faculty Member.

This appointment is made by the Hays Consolidated Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Kate Blankenship, Aaron McCoy and Sierra Murray, County Extension Agents, are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Hays Consolidated Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2023. _____ Independent School District

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.4

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.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.5

Board Goal: Student Achievement

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

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Megan Benthall, Director of Student Health Services

A. Purpose of Agenda Item:

☒ Action Needed

☐ Information Only

☐ Receive Input

B. Authority for This Action:

☐ Local Policy

☒ Law or Rule

☐ NA

C. Goal or Need Addressed:

Approval of appointments to the Hays CISD SHAC for the 2023-2024 school year.

D. Summary:

☐ Previous board action relating to this item –

☐ Future action anticipated –

☒ Background information –

Each school district in Texas is required in Chapter 28.004 of the Texas Education Code to establish and maintain a district-level School Health Advisory Council. Policy BDF [LEGAL] and the Hays CISD SHAC Bylaws require that the Board of Trustees appoint at least 5 voting members to the local membership. The Hays SHAC executive committee submits the following parent non-employees, community members, and district employees for appointment by the board based on consideration of applications received. The membership for the SY 23/24 Hays CISD SHAC consists of 15 non-employee parents, representing 13 schools; 9 district employees, representing 8 departments; and 3 community members, representing medical, faith, and development organizations.

E. Scope of Options Reviewed: N/A

F. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other SHAC

G. Administrative Recommendation

The administration recommends the board approve the 2023-2024 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.

H. Fiscal Impact and Cost: Amount \$

I. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Marivel Sedillo, Megan Benthall

Evaluation method and timeline –

Next report to the board – September 2023

J. Suggested Motion

I move that the Hays CISD Board of Trustees approve the 2023-2024 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.



HAYS CISD SCHOOL HEALTH ADVISORY COUNCIL MEMBERSHIP ROSTER 2023-2024

SHAC Co-Chairs				
Last	First	Parent/District Staff	School/Position	Term
Benthall	Megan	District Co-Chair	Hays CISD Director of Student Health Services	2022-2024
		Parent Co-Chair	(will be voted on during July or September meeting)	
Parents				
Last	First	School/Community	Term	Term #
Gallardo	Erica	Barton Middle School	2023-2025	New
Deshayes	Krista	Sunfield Elementary School	2022-2024	1
Goffena	Robin	Carpenter Hill Elementary School	2022-2024	1
Hernandez	Bonnie	Wallace Middle School	2022-2024	3
Hooton	Stephanie	Tobias Elementary School/Hays High School	2022-2024	3
Jamail	Stephanie	Hays High School	2022-2024	3
Margiotta	Jaime	Dahlstrom Middle School/Johnson High School	2022-2024	1
Valdez	Ali	Barton Middle School	2023-2025	New
Dean	Kelly	Lehman High School	2022-2024	3
Pizana	Belinda	Hays High School	2022-2024	3
Horton	Tia	Kyle Elementary School	2023-2025	New
Martinez	Kathy	Wallace Middle School	2022-2024	2
Waller	Lacy	Pfluger Elementary School/Chapa Middle School	2022-2024	3
Zavala	Alex	Negley Elementary School/Hays High School	2023-2025	2
Cearbaugh	Kristen	Kyle Elementary School	2023-2025	New
Community Members				
Last	First	Community Organization	Term	Term #
Alcantar	Priscilla	Texas Health Steps	2022-2024	New
Hartman	Nicole	Pediatrician	2022-2024	2
Curl	Marquet	Pastor	2022-2024	3
District Staff				
Last	First	District Role	Term	Term #
Benthall	Megan	HCISD Director of Student Health Services	2022-2024	1
Gonzalez	Maritza	HCISD Director of Guidance and Counseling	2023-2025	1
Lorentzen	Whitney	HCISD Lead Elementary PE/Health Teacher, Camino Real Elementary	2023-2025	4
Brodine	Liz	HCISD Child Nutrition	2022-2024	New
Pierce	David	HCISD Deputy Academic Officer	2022-2024	1
Skrocki	Jeri	HCISD Chief Safety/Security	2023-2025	2
White-Jackson	Gloria	HCISD PEP Coordinator	2022-2024	1
Johnson	LindaRae	HCISD Mental Health Resource Support Specialist	2023-2025	New
Corona	Melissa	Director of Special Education	2023-2025	New

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.6a

Board Goal: Student Achievement

Subject: Consideration and possible approval of the submission of Hays CISD's Application for Foreign Exchange Student Waiver through School Year 2025

Administrator Responsible/Position: Marivel Sedillo, Chief Academic Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy: BF Legal (waivers);

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed: The Hays CISD Guidance and Counseling Department requests a waiver to limit the number of foreign exchange students to six students per year per comprehensive high school. The local Board of Trustees must approve the waiver before the application is submitted to TEA. Historically, HCISD has limited this number of foreign exchange students in our high schools so that we could accommodate the application requests. These students enroll classified as Juniors and do not graduate due to STAAR EOC requirements and completing graduation plans. Our campuses work hard to ensure they are involved in school activities. Many of these students can have issues with the assimilation to a new culture and a new home environment. Therefore, the case management of these students should be a manageable number. Six has been a successful number in the past.

D. Summary:

☐ **Previous board action relating to this item** – This waiver has been previously approved by the Hays CISD Board of Trustees and the TEA beginning in 2012 through the most recent approval in 2021 that extended the waiver through the end of 2022-2023 school year.

☐ **Future action anticipated** –

☐ **Background information** – The Texas Education Agency (TEA) allows for a process by which school districts may apply for a waiver of a requirement, restriction or prohibition imposed in the Texas Education Code. A school district seeking a waiver must apply to the Texas Education Agency. Expedited waivers require basic information from districts on the application. The District Leadership Team and the local Board of Trustees must approve the waiver application before it is submitted to the TEA.

The waiver is subject to the provisions in the guidelines and FAQ. <https://tea.texas.gov/interiorpage.aspx?id=7085#FES>
Pursuant to TEC §25.001(e) this expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school. An application to limit the number to less than five per high school must be submitted as a general waiver.

The District Leadership Team (DLT) gave input on and approved the submission of this waiver application at the May 11, 2023 meeting.

E. Comments Received:

☒ Cabinet

☒ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

The administration recommends the board approved the 2023-2024 and 2024-2025 application for Foreign Exchange students waiver as presented.

☒ **Advantages/benefits of this proposal** – This waiver allows campuses to limit the number of foreign exchange students, allowing campuses to provide adequate services to meet the need of both foreign exchange and domestic students.

G. Fiscal Impact and Cost: \$0 – No fiscal impact or related cost

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

Prior Year Spending – N/A

Future/Ongoing – N/A

H. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action— Marivel Sedillo

Evaluation method and time line –

Next report to the board – Upon Request

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the submission of Hays CISD's application for Foreign Exchange Student waiver for school years 2023-2024 and 2024-2025, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.6b

Board Goal: Student Achievement

Subject: Consideration and possible approval of the submission of Hays CISD's Application for Pregnancy Related Services on-Campus (CEHI) Waiver through School Year 2025

Administrator Responsible/Position: Marivel Sedillo, Chief Academic Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy: BF Legal (waivers);
FNE (Pregnant Students)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed: Approval of the CEHI waiver to allow CEHI services to be provided face-to-face on campus when necessary to meet student needs.

D. Summary:

☐ **Previous board action relating to this item** – This waiver has been previously approved by the Hays CISD Board of Trustees and the TEA beginning in 2012 through the most recent approval in 2021 that extended the waiver through the end of 2022-2023 school year.

☐ **Future action anticipated** –

☐ **Background information** – The Texas Education Agency (TEA) allows for a process by which school districts may apply for a waiver of a requirement, restriction or prohibition imposed in the Texas Education Code. A school district seeking a waiver must apply to the Texas Education Agency. General waivers require detailed information from districts on the application. The District Leadership Team and the local Board of Trustees must approve the submission of the waiver application before it is submitted to the TEA.

This waiver allows districts and charter schools to request a waiver to offer Pregnancy-Related Services Compensatory Education Home Instruction (CEHI) on a district's campus. The District Leadership Team (DLT) gave input on and approved the submission of this waiver application at the May 11, 2023 meeting.

E. Comments Received:

☒ Cabinet

☒ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

The administration recommends the board approved the 2023-2024 and 2024-2025 application for Pregnancy Related Services on-Campus (CEHI) Waiver as presented.

☒ **Advantages/benefits of this proposal** – This waiver allows PRS staff the flexibility to serve students with CEHI services face-to-face on-campus when necessary.

G. Fiscal Impact and Cost: \$0 – No fiscal impact or related cost

☐ Budget – General Operating Fund

☐ Bond

☐ Grant/Special Funds

☐ Other

Prior Year Spending – N/A

Future/Ongoing – N/A

H. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action— Marivel Sedillo

Evaluation method and time line –

Next report to the board – Upon Request

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the submission of Hays CISD's application for Pregnancy Related Services on-Campus (CEHI) waiver for the 2023-2024 and 2024-2025 school years, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: H.7

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of the ratification of approval of Masonic Cornerstones at Hays CISD Schools

Administrator Responsible/Position: Tim Savoy, Chief Communication Officer
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. Summary:

☒ Previous board action relating to this item – None

☒ Future action anticipated – If adopted, the perpetual approval would be in effect unless and until rescinded.

☒ Background information – Hays CISD has traditionally allowed the local and state Masonic lodges to donate cornerstones and conduct leveling ceremonies at schools and other buildings. Recent direction from the Grand Lodge of Texas to local Masonic chapters has been that prior to installing any future cornerstones that they receive approval specifically from the building owners. In the case of Hays CISD, the taxpayer and district owners of the buildings are represented by the elected Board of Trustees.

This motion is to grant perpetual permission, unless rescinded in the future, from the Board for the Masons to work with the superintendent or designee to install cornerstones at Hays CISD schools and buildings.

D. Suggested Motion:

I move that the Hays CISD Board of Trustees ratify existing cornerstones installed at Hays CISD buildings and grant future permission, unless rescinded at a future date, for the local or state Masonic Lodges and chapters to work with the superintendent or designee to install cornerstones at buildings owned by Hays CISD.

In the event a perpetual motion does not satisfy the requirements of the Grand Lodge of Texas, this motion also specifically grants permission for cornerstones to be placed at Elementary #16 under construction in the Anthem subdivision, Elementary #17 that was approved by voters in the 2023 bond, and the Academic Support Center (Central Office) that is currently under construction.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.1

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of resolution authorizing the Superintendent of Schools and his staff to compensate all scheduled employees for a paid holiday to observe Juneteenth

Administrator Responsible/Position: Christina Courson, Chief Human Resources Officer

A. Purpose of Agenda Item:

☒ Action Needed

☐ Information Only

☐ Receive Input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ NA

C. Goal or Need Addressed:

It is in the best interest of the school district to ensure good stewardship of public funds.

D. Summary:

☐ Previous board action relating to this item –

☐ Future action anticipated –

☒ **Background information** – Juneteenth became a federal holiday in the United States in 1921. The Hays Consolidated Independent School District Board of Trustees has traditionally elected to observe federal holidays and wishes to add Juneteenth to the list of federal holidays for which scheduled District staff receive a paid holiday. This resolution authorizes the Superintendent of Schools and his staff to compensate all scheduled employees for a paid holiday to observe Juneteenth henceforth.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other _____

F. Administrative Recommendation-

The administration recommends that the Board approve the resolution authorizing the Superintendent of Schools and his staff to compensate all scheduled employees for a paid holiday to observe Juneteenth.

G. Fiscal Impact and Cost: Amount: Budget Neutral (Accounted for in the 22-23 Budget)

☒ Budget – General Operating Fund

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Christina Courson, CHRO

I. Suggested Motion

I move that the Hays CISD Board of Trustees approve the resolution authorizing the Superintendent of Schools and his staff to compensate all scheduled employees for a paid holiday to observe Juneteenth, on Monday, June 19, 2023, as presented.

Resolution of the Board of Trustees of the
Hays Consolidated Independent School District Regarding
Staff Pay During Juneteenth Observance

Whereas the observation of Juneteenth became a federal holiday in the United States in 1921;

Whereas, the Hays Consolidated Independent School District Board of Trustees has traditionally elected to observe federal holidays;

Whereas, the Board of Trustee wishes to add Juneteenth to the list of federal holidays for which District staff in all departments receive a paid holiday.

Now, Therefore, Be It Resolved by the Board of Trustees of the Hays Consolidated Independent School District as follows:

1. The Board authorizes the Superintendent of Schools and his staff to compensate all scheduled employees for a paid holiday to observe Juneteenth.
2. There is a public purpose served by and a benefit to Hays CISD for the District to authorize the Superintendent of Schools to pay all staff for despite the District's closure on Juneteenth.

PASSED and ADOPTED the _____ day of June 2023, by the Board of Trustees of the Hays Consolidated Independent School District by the following vote:

AYES: _____

NOES: _____

ABSENT: ____

ABSTAIN: ____

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.2

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of Hays CISD Facility Rental Rates and Facility Use Agreement Template

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

☐ NA

C. Goal or Need Addressed:

Hays CISD is committed to managing school activities and allowing community access to campus property for events. It is imperative that the district maintains a uniform, fair, understandable process for use of district property. HCISD established cost standards and protocols to ensure fiscal accountability for incurred expenses.

D. Summary:

☐ Previous board action relating to this item – The Board received the documents in May 2023 for review.

☐ Future action anticipated – Annual review of construction additions, processes, personnel, and rate adjustments as needed.

☒ Background information – Hays CISD determined that the district was inconsistent in the facility rental process as well as the fee structure. The district updated the software program, rates, processes, and forms to appropriately manage district assets. These tools were reviewed and approved by district legal counsel.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: District Legal Counsel

F. Administrative Recommendation-

The administration recommends that the Board approve the request, as presented.

G. Fiscal Impact and Cost:

Amount: No additional expense, previously allocated funds and requested funds for 23/24.

☒ Budget – General Operating Fund

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Jeri Skrocki, Chief Safety & Security Officer

I. Suggested Motion

I move that the Hays CISD Board of Trustees approve the Facility Use Rates and Agreement Template, as presented.

Proposed Fee Schedule (hourly rates unless noted as *Flat Fee)						
		HCISD	Tier 1	Tier 2	Tier 3	Tier 4 Athletic
	Area	HCISD School Event, School Organization, School Club, School Meetings, & Booster Meetings	Governmental Organizations, Community Youth Organizations - 85% participants are HCISD students	Non-Profit Organizations - community civic, service, welfare, recreational and religious organizations. Must provide 501c3 information	For Profit Organizations - After school and child care groups, private groups and organizations	UIL Events (Playoffs and districts other than HCISD)* Other expenses may apply including security, officials, custodial and UIL fees, TBD
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	
ES	Classroom	\$ -	\$ 10.00	\$ 15.00	\$ 30.00	N/A
ES	Cafeteria	\$ -	\$ 15.00	\$ 20.00	\$ 40.00	N/A
ES	Library	\$ -	\$ 15.00	\$ 20.00	\$ 40.00	N/A
ES	Kitchen	\$ -	\$ 15.00	\$ 20.00	\$ 40.00	N/A
ES	Kitchen Staff	\$ -	\$ 40.00	\$ 40.00	\$ 40.00	N/A
ES	Gym	\$ -	\$ 15.00	\$ 20.00	\$ 40.00	N/A
ES	Greenspace	\$ -	\$ 10.00	\$ 10.00	\$ 20.00	N/A
ES	Parking Lot	\$ -	\$ 10.00	\$ 10.00	\$ 20.00	N/A
ES	Custodian (if outside regular hrs)	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
MS	Classroom	\$ -	\$ 15.00	\$ 20.00	\$ 35.00	N/A
MS	Cafeteria	\$ -	\$ 20.00	\$ 25.00	\$ 45.00	N/A
MS	Library	\$ -	\$ 20.00	\$ 25.00	\$ 45.00	N/A
MS	Kitchen	\$ -	\$ 20.00	\$ 25.00	\$ 50.00	N/A
MS	Kitchen Staff	\$ -	\$ 40.00	\$ 40.00	\$ 40.00	N/A
MS	Practice Gym	\$ -	\$ 20.00	\$ 25.00	\$ 50.00	\$ -
MS	Competition Gym	\$ -	\$ 25.00	\$ 30.00	\$ 70.00	\$ -
MS	Locker Rooms	\$ -	N/A	N/A	N/A	\$ -
MS	Track	\$ -	\$ 25.00	\$ 30.00	\$ 35.00	\$ -
MS	Parking Lot	\$ -	\$ 15.00	\$ 20.00	\$ 25.00	N/A
MS	Custodian (if outside regular hrs)	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
HS	Classroom	\$ -	\$ 20.00	\$ 25.00	\$ 40.00	N/A
HS	Cafeteria	\$ -	\$ 25.00	\$ 30.00	\$ 50.00	N/A
HS	Library	\$ -	\$ 25.00	\$ 30.00	\$ 50.00	N/A
HS	Kitchen	\$ -	\$ 25.00	\$ 30.00	\$ 60.00	N/A
HS	Kitchen Staff	\$ -	\$ 40.00	\$ 40.00	\$ 40.00	N/A
HS	Practice Gym	\$ -	\$ 20.00	\$ 25.00	\$ 50.00	\$ -
HS	Competition Gym	\$ -	\$ 25.00	\$ 30.00	\$ 60.00	\$ -
HS	Track	\$ -	\$ -	\$ -	\$ -	\$ -
HS	Locker Rooms	\$ -	N/A	N/A	N/A	\$ -
HS	Auditorium	\$ -	\$ -	\$ -	\$ -	\$ -
HS	Band Hall	\$ -	\$ -	\$ -	\$ -	\$ -
HS	Black Box	\$ -	\$ -	\$ -	\$ -	\$ -
HS	Dance Room	\$ -	\$ -	\$ -	\$ -	\$ -
HS	Tennis Courts	\$ -	\$ -	\$ -	\$ -	\$ -
HS	Parking Lot	\$ -	\$ -	\$ -	\$ -	N/A
HS	Custodian (if outside regular hrs)	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
* Flat Fee - turnkey						
PAC*	Building (all)*	\$ -	\$ -	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
PAC*	Auditorium*	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
PAC*	MPR Room	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 300.00
PAC*	Lobby & Concession	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 300.00
PAC*	Lobby	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 200.00
PAC*	Parking Lot	\$ -	\$ -	\$ 25.00	\$ 25.00	\$ 25.00
PAC*	Concert Grand Piano (tuning fee)	\$ -	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
PAC*	Labor	\$ -	\$ -	\$ -	\$ -	\$ -
Kimbro	Facility	\$ -	\$ 15.00	\$ 20.00	\$ 35.00	\$ 35.00
**Flat Fee (based on 8-hour day, Time over 8 hours, rate \$100/hr)						
Athletic Fields*	Shelton Stadium**	\$ -	\$ 375.00	\$ 750.00	\$ 1,500.00	\$ 3500-7500.00
Athletic Fields*	Lobo Field**	\$ -	\$ 300.00	\$ 600.00	\$ 1,200.00	\$ 3,000.00
Athletic Fields*	Jaguar Field**	\$ -	\$ 300.00	\$ 600.00	\$ 1,200.00	\$ 3,000.00
Athletic Fields*	Gate/Door Staff	\$ -	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Athletic Fields*	MS Stadium	\$ -	\$ 25.00	\$ 50.00	\$ 75.00	\$ 75.00
Athletic Fields*	Lights/hour - all stadiums	\$ -	\$ 10.00	\$ 15.00	\$ 25.00	\$ 20.00
Athletic Fields*	Scoreboard	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Fields*	Clock Keeper	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Fields*	Announcer	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Fields*	Locker Rooms	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Fields*	HS Softball/Baseball Field	\$ -	\$ 300.00	\$ 600.00	\$ 900.00	\$ 1200-2400.00
Athletic Fields*	MS Softball/Baseball Field	\$ -	\$ 200.00	\$ 400.00	\$ 600.00	\$ -
Athletic Fields*	HS Volley/Basketball Court	\$ -	\$ 300.00	\$ 600.00	\$ 900.00	\$ 1,200.00
Athletic Fields*	MS Volley/Basketball Court	\$ -	\$ 200.00	\$ 400.00	\$ 600.00	\$ -
Athletic Fields*	HS Soccer Field	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Fields*	MS Soccer Field	\$ -	\$ -	\$ -	\$ -	\$ -
Athletic Fields*	HS Tennis	\$ -	\$ -	\$ -	\$ 50.00	\$ -
Athletic Fields*	MS Tennis	\$ -	\$ -	\$ -	\$ 50.00	\$ -
Other	Administration	\$ 40.00	\$ 40.00	\$ 50.00	\$ 50.00	\$ 50.00
Other	Custodian	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
Other	Child Nutrition	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
Other	Technician	\$ -	\$ -	\$ -	\$ -	\$ -
Other	Set-up/Tear-down HCISD Staff	\$ -	\$ -	\$ -	\$ -	\$ -
Other	Application Change after approval	\$ -	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Other	LE Security	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Other	LE Security Supervisor (5+ Req)	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00

Soccer \$3500	2A-3A \$5500	4A \$6500	5A-6A \$7500
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Soccer \$2500
Soccer \$2500

1 game \$1200	2 game \$1800	3 game \$2400
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HCISD TERMS AND CONDITIONS FOR LICENSE OF SCHOOL FACILITIES

Hays Consolidated Independent School District (HCISD) public school facilities are utilized to provide quality educational environments conducive to the learning of the students they serve. HCISD also engages in various outside activities and endeavors to support the growth of its students through after-school clubs, organizations, opportunities and activities.

HCISD is committed to being a valuable collaborator with the citizens of the Hays County community. The district allows limited use of buildings and grounds by the local community for educational, recreational, civic, and cultural activities to the extent possible under public school laws and regulations as dictated in policy GKD (LOCAL) and GKD (LEGAL). Groups that wish to conduct activities which promote, stimulate, and foster the interest of students and the community, as well as activities which promote the efficiency of the school district, are given priority for use. However, the activities may not conflict with any school programs, community expectations for the district, or any joint use agreements that exist between the City of Kyle, City of Buda or Hays County.

The use of district facilities will be coordinated through the Office of Safety and Security, Facility Rental Coordinator. Upon district approval, use of district property may be permitted provided that the use does not conflict with the district's use. Accordingly, any community use of school buildings or grounds is subject to the needs and convenience of HCISD.

No license of facilities may occur during school hours on official school days while school is in session. No event may interfere with school activities including set-up or break-down. Access to facilities will not occur until at least one (1) hour after release of students. Additionally, events and unforeseen circumstances can alter the school schedule which may affect rental availability. The District reserves the right to amend or cancel a facility license at their discretion.

The application must be fully completed for consideration. The application will be reviewed and initially approved by the campus, building, or department involved in the requested rental. It will then be submitted to the Facility Rental Coordinator for final approval and fee assessment for invoicing.

A 25% refundable deposit will be secured at the execution of the approved contract made payable to HCISD. The remainder of the payment must be made at least two weeks prior to the dates of the requested usage unless approval is granted by the Facility Rental Coordinator.

All applications must be submitted within the following timelines:

- Short term licenses:
 - Ten (10) working days prior to the event for building and parking lots licenses
 - Fifteen (15) working days prior to the event for athletic or fine arts venues
- Long term licenses:
 - Thirty (30) days prior to the contract start date

Failure to pay any deposits, fees, or costs associated with the license will result in the loss of the license privileges.

APPLICATION

The application filing must occur no less than 10-15 days (dependent on type of license listed above) and no more than six (6) months prior to the event date. Personnel at the specific license location and/or the Facility Rental Coordinator reserves the right to manage licenses dependent on the school and/or campus activities or unscheduled events that have not yet been published. This will often affect fall semester and summer licenses as all district functions may not have been finalized. Additionally, depending on the campus success with specific activities, additional events may be scheduled.

District personnel will determine if there are any conflicting uses planned for fields, buildings, or district property on the day of event that affect the license. In the event of cancellation, the district assumes no responsibility or liability other than the return of any previously paid fees. The district will attempt to locate an alternative location within the district for the event and provide as much notice as possible to the applicant/licensee.

LICENSE AND PAYMENT TERMS

A 25% non-refundable deposit shall be secured at the execution of the contract made payable to Hays Consolidated Independent School District for license of the facility. This charge will be based on an estimate of the total charges and will be credited towards the license charges. No license date(s) will be locked in until the deposit is secured.

The fee balance for license of the facility is due within 30 days of invoice. Payment shall be made to the Hays Consolidated Independent School District and delivered to 21003 IH 35, Kyle, TX 78640. Long-term license payments are paid one month in advance and are due by the last working day of the previous month.

No HCISD employee is authorized to accept tips, gratuities, or wages directly from the applicant/licensee.

INSURANCE

All groups must sign a License Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with HCISD named as the Certificate Holder, indicating a minimum of \$1 million "Combined Single Limit for Bodily Injury and Property Damage Liability" coverage. In addition, HCISD must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company and be licensed to issue such coverage in the State of Texas. However, HCISD reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived for organizations that exist for the improvement of educational opportunities in the district, subject to the approval by the Superintendent or designee. Any application without an accompanying Certificate of Insurance will be declined and returned.

LONG-TERM LICENSES

HCISD recognizes that some organizations wish to enter into long-term license agreements with the district. There is a one-year limit on any continuous license agreement. A written request must be submitted to the district in writing 60 days prior to the one year anniversary date of the

contract if the contracting organization wishes to extend the contract. The district limits extensions to four years past the original contract, for a total of five (5) years. An updated application and contract documents may be required for the extension period. Payment for a long-term license are due for the current month by the end of the previous month.

CANCELLATIONS

Cancellation by an organization of a license agreement must be made in writing at least **five (5) working days** prior to the event. In the event the applicant/licensee does not meet this deadline, the deposit will be forfeited and eligibility for future license opportunities will be terminated. In the event HCISD is unable to honor the contract, HCISD will work with the applicant/licensee to find an alternate location within the district. If an alternate location is unavailable, HCISD will refund the deposit and the license fees paid by the applicant/licensee. The user agrees that HCISD shall be held harmless from any and all liability or costs which the user may have incurred in connection with the license.

COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

No school facility shall be used by any group or individual who is not in compliance with the requirements of all federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age, or other classification. State law prohibits the use of alcohol and tobacco on school property. All laws (federal, state, and local) and HCISD policies are in effect 24 hours per day, including the times a facility is licensed to a licensee. Maximum lawful occupancies of areas will be observed by applicant/licensee.

Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, and alcohol. No contraband shall be possessed by anyone on HCISD property. Any law enforcement officer on site is expected to enforce the law and arrest/cite individuals for the violation of any law including, but not limited to, possession or consumption of alcohol on school property, drug law violations, weapon law violations, disruptions, trespassing, and the violation of any traffic law. The district's "Tobacco Free Policy" prohibits the use of tobacco in ANY form (including vaping devices), in or on any district property or any location leased by the district where a user group is conducting activities.

The policy includes, but is not limited to, all buildings, vehicles, property (outdoor or indoor), and all staff, students, parents, visitors, and patrons. See Board Policy GKA (LEGAL) and Education Code 38.006.

ACCESS TO FACILITY

Access to the licensed area will be limited to the designated area only. The district allows entry to the facility 30 minutes prior to the event and for 30 minutes after the conclusion of the event. Any additional time requested by the applicant/licensee for set-up or break-down will require an hourly license fee(s) to be assessed and paid. This additional time must be requested at the time the application is submitted.

Access to the building will be granted via a district proxy (access card) that will require the signature of the contracting entity representative. The card must be picked up at the district office located at 21003 IH 35, Kyle, Texas. It must be returned to the district office within five

days of the conclusion of the license period or a fee of **\$25** will be due. The proxy card is programmed for access to a specific door or area for the specific day and time of the license period. The card will not allow access before the scheduled contract time and will not function after the scheduled end time.

Keys are utilized only for those facilities that cannot be accessed by a district proxy card. The issuance of a key will require the signature of a person on the license agreement who must provide their driver's license to be copied. Keys **MUST** be returned to the district office within **48 hours** of the end of the license period. If the license period falls during a time when HCISD is not operating (holiday/weekend), the keys are expected to be returned the first working day the district is back in session. This information will be provided at the time of the approval of the license agreement. A lost or stolen key must be reported immediately. The failure to return keys and/or lost or stolen keys will require the district to **re-key** the affected facility. This expense will be charged to the applicant/licensee. Fee amounts will be assessed dependent on the facility and the scope of work necessary. This can be a significant expense depending on the number of doors affected by the lost key(s).

VIOLATION OF LAWS, RULES, REGULATIONS, AND POLICIES

Any misrepresentation by any organization and/or individual, any abuse of any district property, any violation of state, local, or federal law, or any violation of any district policy, rule, or regulation may result in:

- the immediate termination of the license agreement;
- the requirement to immediately vacate the premises; and/or
- the denial of that organization's and/or individual's request for future use of HCISD property.

The movement of any approved user group within the facility is restricted to the specific area requested by the group and approved by HCISD. Other activity shall be considered trespassing (i.e., storerooms, mechanical rooms, electric panel rooms, technology hub rooms, boiler rooms) and other areas within the facility are expressly off limits.

FACILITY INSPECTION AND DAMAGE

Any group licensing or using a building for an occasion, including those in which the general public is eligible to attend, shall be held responsible for the treatment of the property during that time. This includes ensuring that the occupied areas are returned to their original condition.

All items, supplies, equipment, and trash must be removed at the end of the event, unless specific arrangements have been made with the district. The area must be returned to its original setting and no outside cleaning supplies are allowed.

The group shall, at the discretion of the Superintendent's designee, be required to employ district custodians to manage the cleanliness of the facility. The group may also be required to employ local law enforcement officers to help ensure the safety of attending persons and prevent the potential destruction of school property. Employment of law enforcement officers does not release the licensee or using group from liability for any damages incurred and/or injuries sustained while the building is occupied by the licensee or using group.

Damages to district property shall be paid for by the using group whether caused by the using group or others. Misuse or abuse of district equipment and/or facilities will result in the immediate denial of further use of HCISD property.

RELIGIOUS ORGANIZATIONS/CHURCHES

A religious organization must meet the definition of a church under Section 170(b)(1)(A)(i) of the Internal Revenue Code, 170(b)(1)(A)(i). Churches desiring to rent a facility on an extended basis for regular religious services shall be allowed to lease elementary campuses only. These services are limited to Sunday and may not be held after 3:00 p.m. in order to allow HCISD staff ample time to prepare for school. Membership of the church must be at least 50% residents residing in district boundaries. A membership roster reflecting member addresses must be provided to the Superintendent's designee upon request. Churches shall be charged the designated rate per hour for use of the facilities for a license period of one year. The license rate is subject to increase each year thereafter, up to five years at which time the license will terminate. (See "Long Term Licenses" for additional information.)

NON-PROFIT (501c3) VERIFICATION

All 501c3 non-profit corporations shall provide a copy of their Letter of Determination from the IRS. The applicant/licensee acknowledges by their application that the applicant/licensee's organizational officer(s) understand and accept the personal liability required under the "Charitable Immunity and Liability Act", and accept all applicable personal liability for the applicant/licensee's use of school facilities and properties.

RESTRICTED USE OF CERTAIN AREAS

Certain areas such as laboratories, shops, and technology classrooms are not available for public use. Campus auditoriums and theaters may be used by non-profit organizations for general youth group leadership-training events; by performance studios for annual recitals or onetime events, and by any established business partners for approved training or employee recognition events. Performance and athletic areas will be available to license only with the approval of the campus staff responsible for that area.

KITCHEN USE

The use of any district owned kitchen equipment or area will require strict compliance with Chapter 438, Texas Health and Safety Code, "Public Health Measures Relating to Food" and the Texas Health and Human Services' "Food Handler Criteria". In the event that food is prepared for the public or outside of the immediate organization, HCISD requires a person holding a current "Food Handler's Permit" to be on site for the entirety of the event and actively monitoring activities.

The area must be returned to its original condition. No outside cleaning supplies are allowed. Cleaning of the affected areas will require the use of district-approved cleaning supplies. Use of a campus kitchen area requires the presence of a child nutrition employee who will oversee the use and cleaning of the facility. HCISD child nutrition staff will remain on-site during the occupation of the area by the applicant/licensee. The fee for the employee is billed to the licensee.

ADA COMPLIANCE

Applicant/licensee hereby agrees, warrants, and represents that applicant/licensee will comply with the Americans with Disabilities Act at least to the same extent HCISD would be required to comply with such act. Applicant/licensee will indemnify and hold harmless HCISD and its officers, employees, and agents for, from, and against any and all claims, demands, or suit by third parties alleged against HCISD for alleged violations of the Americans with Disabilities Act relating to applicant/licensee's operations, programs, and/or failure to make accommodations and will indemnify HCISD from all expenses related thereto (including HCISD's attorney's fees).

GROUPS

- **TIER 1 (HCISD Sanctioned School Event or Function):**
District-sanctioned school events or functions are those activities in which HCISD students engage in a district planned or sponsored activity. This includes events such as athletic pursuits, clubs, fine arts activities, tutorials and mentoring, etc. Parent organizations, boosters, and fundraising activities affiliated with a particular school or the district are also included in this category. School-related events and campus training are sanctioned functions. (These events do not incur a district expense other than personnel costs that may be incurred due to the event, i.e. custodial, child nutrition, outside contractor, law enforcement, coaches, specialized staff, etc.).
- **TIER 2 (*Governmental Organizations and Community Youth Organizations*):**
Youth organizations that are included in the category must have at least 85% of their participants composed of HCISD students. Organizations will need to be prepared to provide the district with a roster upon request detailing this requirement. Any HCISD staff member conducting a "camp" under this group must be a full-time employee and the camp shall not be sponsored by a private organization. Financial assistance shall be provided to participants that qualify for the national school lunch program. (Sponsored camps fall under Tier 4).
- **TIER 3 (*Non-Profit Organizations*):** refers to an organization with a 501(c)(3) status from the Internal Revenue Service. A copy of the IRS 501(c)(3) shall be required as proof of status.
- **TIER 4 (*For-Profit Organizations*):**
Refers to any partnership, association, organization, or corporation engaged in a business for profit, which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors, or stockholders.
- **TIER 5 (*UIL Events - Playoffs/non-HCISD use*)**
This is a special category utilized through the Athletic department leadership staff.

CONDITIONS OF FACILITY USE

By submitting an application for review and approval, the applicant/licensee agrees to all of the following terms and conditions of facility use:

- Representative(s) specified on the application as responsible for the licensed facilities shall be present at all times during the event(s).
- Applicant/licensee and any of its officers, employees, volunteers, agents, guests, and

invitees shall comply with all applicable federal, state, and local laws, regulations, and rules as well as all HCISD policies, regulations, and guidelines.

- The applicant/licensee using district facilities shall guarantee orderly behavior of any and all persons using the facilities and shall be liable for any property damage or personal injury that occurs as a result of their use and for any personal injury.
- In the event that an applicant/licensee requires emergency use of a district employee not previously contracted for the event, an hourly **call-out fee of \$75** will be invoiced for the district employee to the applicant/licensee.
- All trash is the responsibility of the applicant/licensee unless other arrangements have been made during the rental process. Campus trash cans may be used during the event but must be emptied, have the bag replaced and all of the trash removed from campus. There is no use of outside dumpsters until arrangements have been made during the rental process. Absolutely no trash may be left on the property by the applicant/licensee.
- **Custodial cleaning shall be scheduled by the HCISD Custodial Department and paid for by the applicant/licensee.** The applicant/licensee shall not be permitted to opt out of custodial services if required by HCISD. Some events will require custodial services. The applicant will be advised of this requirement during the application process. The applicant/licensee will remit payment for the district custodial rate in full prior to the event based on the hours contracted. In the event conditions require extended hours beyond the contract time, the applicant/licensee will be responsible for any additional charges and will be invoiced.
- Hays CISD has specific approved chemicals and disinfectants for cleaning. No outside chemicals may be brought into the facility for use without prior written approval.
- Hays CISD Integrated Pest Management (IPM) coordinates and manages all pest control treatment throughout the district. State law prohibits pest control treatment by anyone other than a licensed professional. Absolutely no person is allowed to possess or apply any type of pest control products inside or outside a district building or property. In the event of a pest control issue, contact HCISD personnel to address.
- Desks, tables, and chairs may be used during an event. HCISD understands that some rearrangement of the space may be necessary by the applicant/licensee. Lift, do not drag, furniture as this causes damage to the floor. Items should be moved by stowing legs and lifting to move. Unlock any wheels to prevent dragging damage to the floor prior to movement. All furniture must be returned to its original position. Any damage to the furniture or floor will be repaired and billed to the applicant/lessee.
- All district owned specialized equipment (sound systems, specialized lighting systems, projectors, PA systems, computers, lighting equipment, scoreboards, etc.) are not included in the facility license. This equipment may not be accessed or used by the licensee unless the specific facility being rented approves of its use. An additional fee will be assessed based on the equipment requested and any requirements for specialized personnel to operate the equipment. If the equipment is requested but not used during the event, the licensee will still be required to pay the associated fees.
- Permission to use the facility or any portion thereof shall not be transferred to a third party.
- The number of participants shall not exceed the Allowed Capacity stated in the license agreement.
- Usage and users are expressly restricted to the licensed area(s). Violation of this regulation may result in immediate cancellation of the license and the licensee will be

required to vacate the property immediately.

- No furniture, fixtures, or equipment shall be removed from any building or rearranged between rooms.
- Food and drinks shall be consumed only in areas designated for such use. All food and drinks must be removed and the area left clean. ***Additional fees will be assessed if the licensee does not comply. Infractions may result in cancellation of the license agreement.***
- An applicant/licensee that wishes to sell or serve food at a HCISD facility shall request prior approval during the rental process. All food service must follow the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of the applicant/licensee.
- Permission to sell any product in any facility during the license period must be obtained from HCISD during the application process prior to the execution of the license agreement.
- No smoking, tobacco use, drugs, or alcoholic beverages are allowed on HCISD property.
- Fogging machines are not permitted for any activity or event.
- The use of decorations of any type must have prior approval. The user shall not drive staples, nails, tacks, or screws into the floors, walls, ceilings, furniture, or any other school property. The user shall not use duct tape, packing tape, strapping tape, or foam mounting tape on any surface. Painter's tape should be used where tape is necessary.
- The applicant/licensee shall not paint, wallpaper, mark, or deface any school property.
- Open flames are not allowed.
- Firearms, weapons, or explosives are not allowed.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gates, in handicap spaces, in handicap accessible routes, or in other unauthorized areas such as sidewalks, parking islands, or playfields.
- Organizations using school facilities are responsible for enforcing all restrictions.
- Applicant/licensee may only place temporary signage advertising licensee's use on the property where the licensed facility is located. Such signage must be pre-approved and shall not cover any sign erected by HCISD. Signs can only be placed on the day of the event for which the facility is licensed and must be removed the same day. If signage is left on the property they will be discarded and the licensee will be assessed a clean-up fee.
- Applicant/licensee may be required to utilize HCISD personnel/administration or district-arranged contract employees for an event based on the submitted application details. **The cost for district personnel will be billed to the applicant/licensee.** HCISD will schedule and pay these employees.
- Applicant/licensee may be required to utilize security for an event based on the submitted application details. **The cost for specialized personnel, such as law enforcement or parking lot attendants, will be billed to the applicant/licensee.** HCISD will schedule and pay these contract employees.
- Custodians and other required personnel will not be considered security.
- Due to safety and health concerns, no animals are allowed at events, including dogs (except for certified service dogs with proper paperwork and official designation).
- Per district policy the licensee shall not alter the facility in any way, either temporarily or permanently. Facilities are licensed in their "as is," "where is," "with all faults" condition, and do not include access to district owned technology, sound, adjustable lighting, or other equipment unless part of the license agreement.

- No outside (non-district) property may be stored at, or on, any district facility or property.
- Newly opened campuses will not be available to be licensed for one year from the date the campus has opened, due to warranty issues.
- Licensees are required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
- Applicants shall obtain prior written approval before using or contracting to use tents, inflatable moonwalks, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles, and other amusement-like items on district property.
- Licensee and its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
- Food and/or drinks are not allowed in any gymnasium or auditorium.
- All turf guidelines

Indemnification & Release

AGREEMENT CONTRACTUAL The License Agreement, along with these Terms and Conditions and Licensee's application, contain the complete agreement of the parties, which cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in the License Agreement or in the exhibits attached thereto. No representative of HCISD shall have the authority to enter into any oral modification of this contract, or to waive the terms thereof. The License Agreement shall not be effective unless and until: (1) the License Agreement is accepted, approved, and executed by the authorized HCISD representative; and (2) payment of a 25% deposit by the applicant/licensee.

LIMITATION ON CONVEYANCE Notwithstanding any reference in these documents to the contrary, this contract shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. This contract shall not create a Landlord/Tenant relationship, nor any of the rights or incidents thereof.

LIMITATION ON WAIVER The waiver of any right of HCISD under this contract shall be limited to specific instances of waiver and may not be construed as a general waiver of HCISD's right to enforce any term thereof.

WAIVER OF WARRANTIES; LIMITATION OF LIABILITY The parties recognize and agree that HCISD facilities are made available to community groups as an extension of HCISD's educational mandate and not as a commercial venture. It is therefore expressly agreed that HCISD facilities are made available "AS-IS, WHERE-IS, AND WITH ALL FAULTS." "THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE. In the event an HCISD facility shall become unsuitable for use at the time and date specified herein due to a failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of HCISD, HCISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or, (2) return the non-refundable deposit and thereby terminate this contract, or, in the case of an extended contract, return a pro rata portion of rent based on the amount of time the facility is not available. HCISD shall have no other duty or liability, and the Renter agrees to assume the full economic risk thereof.

THE PARTIES DO FURTHER EXPRESSLY AGREE THAT HCISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY HCISD SHALL BE LIMITED TO A REFUND OF RENT AND DEPOSITS ACTUALLY PAID TO HCISD. HCISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF HCISD'S OWN NEGLIGENCE.

NO WAIVER OF IMMUNITY Acceptance of this contract by HCISD shall not constitute a waiver of any immunity, defense, or limitation of liability applicable to HCISD as a public-school district, nor of those applicable to any HCISD officer, official, employee, agent, or volunteer. Applicant/Licensee agrees that under no circumstances will the License Agreement or any document relating to the License Agreement ever be construed to require Applicant or Licensee to provide any goods or services to HCISD, and therefore the parties agree that the License Agreement and any related or collateral agreements do not fall within the scope of Subchapter I of Chapter 272, Texas Local Government Code.

CHOICE OF LAW AND VENUE: This contract shall be interpreted and enforced in accordance with the laws of the State of Texas. This contract is performable in Hays County, Texas. This contract does not include any agreement to arbitrate.

CONDITIONS OF APPLICATION: Access to Hays CISD facilities is the responsibility of each school principal. Key duplication is prohibited. In making this application, it is understood and agreed that the provisions of School Policy-Community Use of School Facilities as adopted by the Board of Trustees of the Hays CISD be adhered to in every instance. A complete copy of the Policy is available in connection with the use of school facilities.

The applicant hereby agrees and undertakes to save and hold harmless Hays CISD, its officers, agents and employees from any and all claims for damages, personal or otherwise, that may arise out of the use of said property whether by a member of this organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise, is brought about or caused by negligence whether on the part of the applicant or the school district or both. All groups must sign a License Agreement and must furnish liability insurance prior to approval for use.

Any organization using school facilities must provide an original Certificate of Insurance, with Hays C.I.S.D. named as the Certificate Holder. indicating a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage coverage. In addition, Hays C.I.S.D. must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, HCISD reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived for organizations that exist for the improvement of educational opportunities in the District, subject to the approval by the Superintendent or designee.

My signature below indicates my acknowledgement of and agreement to the district facility use rules and regulations.

LICENSE AGREEMENT

Date: _____

Licensors: Hays Consolidated Independent School District, a political subdivision of the State of Texas, by and through Dr. Eric Wright, its Superintendent and duly authorized agent, on behalf of Hays Consolidated Independent School District, 21003 Interstate 35 Frontage Road, Kyle, Texas 78640-4745

Licensee: _____ [NAME]
_____ [ADDRESS]
_____ [CITY, STATE, ZIP CODE]

Property (including any improvements):

_____ (the "Property")
[DESCRIPTION OF THE FACILITY BEING LICENSED TO LICENSOR]

Consideration:

\$ _____ USD (\$ _____) and other good and valuable consideration, including the mutual covenants contained in this agreement.

License

Period: The license to Licensee of the Property:

Begins at _____ o'clock _____m. on _____, 20____;

and

Ends at _____ o'clock _____m. on _____, 20____.

Allowed

Capacity: _____

Recitals

WHEREAS, Licensors own the Property;

WHEREAS, Licensee desires to use the Property for [GENERAL DESCRIPTION OF USE] (the "Permitted Use");

WHEREAS, Licensors Superintendent, acting on his authority under, among other things, School Board Policy GKD(Local), desires to permit Licensee to use the Property during the License Period and solely for the Permitted Use.

Clauses and Covenants

NOW, THEREFORE, for the Consideration, Licensors hereby permits Licensee the right to use the Property, subject to the following terms and conditions:

1. Definitions.

"Licensor" means Licensors and Licensors employees, administrators, teachers, students, trustees, successors, contractors, licensees, invitees, guests, and assigns.

"Licensee" means Licensee and Licensees employees and contractors.

"Property" means the above-described property.

- 2. Property Use.** Licensee shall use the Property only for the Permitted Use and only during the License Period. Licensee shall never use the Property for any other purpose without obtaining Licensors prior, written permission. Licensee — at Licensees sole expense — shall obey all laws, ordinances, orders, rules, regulations, policies, and covenants applicable to the use, condition, and occupancy of the Property. Licensee shall not allow any possession or use of alcohol, firearms, fireworks, tobacco, or illegal drugs on the Property.
- 3. Security.** Licensee shall be solely responsible for the security of the Property. Licensors is not obligated whatsoever to provide security personnel, security lighting, or any other form of security for the Property. Licensee assumes full responsibility for the conduct of all persons using or present on the Property.
- 4. Use Subject to Board Policy.** Licensees use of the Property is subject to and conditioned on Licensees compliance with the terms of each of Hays Consolidated Independent School District Board Policies.
- 5. Subordinate Use.** Licensors retains and shall have the superior right to full use and enjoyment of the Property. Licensees rights hereunder are absolutely subordinate to any uses of the Property by Licensors, and Licensee shall abide by any instructions and rules

specified by Licensor. Licensee shall obtain Licensor's prior permission before each use of the Property.

6. **Fees.** Licensee will pay \$ [REDACTED] USD to Licensor for use of the Property. Licensee must pay a \$ [REDACTED] USD security deposit in advance; the deposit will be returned, provided Licensee leaves the Property in a condition that is satisfactory to Licensor. All payments are due upon execution of this License Agreement.
7. **No Assignment.** This license is personal to Licensee, and it is not assignable. Any attempt by Licensee to assign or otherwise transfer this license will automatically terminate the license.
8. **Terminable at Will.** This agreement is terminable at will by either party by giving notice to the other party. Upon any termination by Licensor, Licensee shall immediately vacate the Property and cease any use of the Property.
9. **Release and Indemnity.** LICENSEE WILL SURRENDER IMPORTANT LEGAL RIGHTS BY SIGNING THIS LICENSE AGREEMENT. LICENSEE MUST CAREFULLY READ EACH OF THE FOLLOWING PROVISIONS, INITIAL BESIDE EACH PROVISION, AND SIGN BELOW AS A CONDITION OF BEING ALLOWED TO USE THE PROPERTY.

_____ Licensee acknowledges that Licensor is generally immune from liability under Chapter 101 of the Texas Civil Practice and Remedies Code, more commonly known as the Texas Tort Claims Act.

_____ Licensor expressly disclaims all warranties of any nature, kind, or character whatsoever, express or implied, regarding the Property, including, without limitation, any warranties of habitability, merchantability, or fitness for a particular purpose. All warranties are excluded. Licensee is not relying on any warranties or representations with respect to the Property or any operations, equipment, or conditions thereon.

_____ Licensor provides and Licensee accepts the Property in an **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. Licensee has made its own, independent inspection of the Property, and Licensee assumes all risks of entering and using the Property.

_____ **LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY, EVEN IF CAUSED BY LICENSOR'S NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, OR STRICT LIABILITY. TO ANY EXTENT THAT LICENSOR MAY NOT ALREADY BE IMMUNE FROM SUIT UNDER THE TEXAS TORT CLAIMS ACT, LICENSEE ABSOLUTELY RELEASES LICENSOR FROM ALL LIABILITY.**

LICENSEE SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD LICENSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, LITIGATION EXPENSES, AND COURT COSTS, ARISING FROM LICENSEE'S USE OR OCCUPANCY OF THE PROPERTY. THIS INDEMNITY AGREEMENT INCLUDES, WITHOUT LIMITATION, ALL CLAIMS BASED ON PERSONAL INJURY, DEATH, PROPERTY DAMAGE, PROPERTY CONDITION, NEGLIGENCE, STRICT LIABILITY, NEGLIGENCE PER SE, AND GROSS NEGLIGENCE, EVEN IF CAUSED BY LICENSOR. LICENSEE FURTHER AGREES TO DEFEND — AT ITS OWN EXPENSE, ON BEHALF OF LICENSOR, AND IN LICENSOR'S NAME — ANY CLAIM OR LITIGATION BROUGHT AGAINST LICENSOR.

THE INTENT OF THIS PARAGRAPH IS TO ELIMINATE ANY LIABILITY OR LOSSES TO LICENSOR OF ANY CHARACTER RELATING TO THE PROPERTY, THIS AGREEMENT, OR LICENSEE. BUT IF IT IS DETERMINED THAT ANY OF THE ABOVE PROVISIONS ARE ILLEGAL, INVALID, OR UNENFORCEABLE, THEN THE REMAINING PROVISIONS SHALL REMAIN EFFECTIVE AND LICENSOR'S LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT.

10. **Acknowledgment of Understanding.** Licensee has read and understands every provision of this License Agreement. And after having the opportunity to consult with legal counsel concerning the legal effect of this instrument, Licensee freely and voluntarily enters into this License Agreement and agrees to be bound by every provision hereof.
11. **Terms and Property Condition.** This License Agreement is subject to the following terms and conditions:
- a. This License Agreement only allows Licensee to use the Property for the Permitted Use;
 - b. Licensee will not utilize the Property or any other portion of Licensor's property for parking, standing, or storage;
 - c. Licensee will not utilize the Property in any manner that interferes with, or that Licensor reasonably believes might interfere with, the flow of vehicular or pedestrian traffic over or through any other portion of Licensor's property.
 - d. Licensee will not place, nor allow to be placed, anything on the Property or any other portion of Licensor's property, including but not limited to flags, fencing, debris, trash, or spoils;
 - e. Licensee will not store, nor allow to be stored, anything on or adjacent to the Property or any other portion of Licensor's property;

- f. Licensee shall clean up the Property, and any portion of Licensor's property impacted by Licensee's use of the Property, each day at the end of the License Period;
- g. All persons using the Property pursuant to this License Agreement shall comply with all Board Policies of Licensee.

Licensee shall restore the Property to its original condition after use. Licensee shall not remove any equipment or other personal property from the Property, and Licensee shall not store any personal property on the Property. Licensee shall not make alterations to the Property without Licensor's prior, written consent. Licensee shall repair any damage to the Property. Licensee shall be fully responsible for protecting school property and equipment. Licensee shall place all trash, refuse, and garbage in trash bins or other refuse containers, and Licensee shall keep the Property in a neat and sanitary condition, free from offensive odors or other conditions deemed unacceptable to the Superintendent or designee. Licensee is responsible for maintaining and cleaning the Property.

- 12. **Insurance.** Licensee must maintain public liability insurance for the Property and the conduct of Licensee's activities on the Property in amounts acceptable to Licensor. Licensee must specifically name Licensor as an additional insured on such policy in the manner as may be specified by Licensor and furnish Licensor with proof of same. Additionally, Licensee shall deliver certificates of insurance to Licensee when requested.
- 13. **Attorney's Fees.** If Licensor becomes involved in any legal action, proceeding, or matter involving this agreement or Licensee, then Licensee shall pay all of Licensor's attorney's fees, court costs, litigation expenses, and all other expenses incurred by Licensor in connection with such legal action, proceeding, or matter.
- 14. **No Waiver.** Licensee acknowledges that Licensor is a political subdivision of the State of Texas, and nothing in this instrument will be construed as a waiver or relinquishment by Licensor of its right to claim such exemptions, privileges, and immunities as may be provided by law. Licensor and Licensee agree that this agreement is not an agreement for Licensee to provide to Licensor any good or service. Licensor and Licensee specifically intend that this agreement not be governed by Subchapter I of Chapter 271, Texas Local Government Code.
- 15. **Integration.** This agreement and the attached exhibits contain the complete agreement of the parties, which cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement or in the exhibits attached hereto.

The Exhibits attached to this agreement are:

Exhibit A Licensee's fully-completed application on the "Hays C.I.S.D. Community Use of District Facilities Rental Application" form; and

Exhibit B The "HCISD Terms And Conditions for License of School Facilities

16. **Adjudication Procures and Dispute Resolution.** Licensee's use of the Property is subject to Board Policy GF (LOCAL), which sets out the resolution procedures when community members have complaints or grievances.
17. **Jurisdiction and Venue.** This agreement will be construed under the laws of the state of Texas. This License Agreement is performable in the county wherein the Property is located.
18. **Construction.** This agreement is the result of negotiations between Licensors and Licensee, and each party has had input with respect to the preparation of this agreement; therefore, there shall be no presumption or rule of construction used in the interpretation or construction of any provision hereof by reason of authorship of this agreement.
19. **Severability.** If any provision in this agreement is determined to be illegal, invalid, or unenforceable, the illegality, invalidity, or unenforceability will not affect any other provision hereof, and this agreement will be construed as if the illegal, invalid, or unenforceable provision had never been a part of the agreement.
20. **Notices.** Any notice required or permitted under this agreement must be in writing. Notices shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
21. **Headings.** Headings used in this document are only for purposes of convenient reference, and do not form a substantive part of the agreement. Headings shall not be construed to alter the meaning of any provision of this agreement.
22. **Gender.** Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa.
23. **Licensee Authorization.** This section applies if the Licensee is an entity and not an individual or general partnership.

This License Agreement must be authorized by Licensee's governing authority, and such authorization shall be reflected in Licensee's corporate minutes.

The _____ [GOVERNING AUTHORITY] of _____ [LICENSEE'S FULL AND CORRECT LEGAL NAME] (hereinafter the "Governing Authority"), convened on _____, 20____ at _____m. for a special meeting, following proper notice as required by its Bylaws. At such meeting, the members of the Governing Authority fully discussed and considered the proposed License Agreement with Licensors concerning the Property. Following a full evaluation of the matter and review of the proposed

License Agreement, upon motion duly made, seconded and carried, the Governing Authority resolved to execute the License Agreement according to its terms. Also at such meeting, the Governing Authority authorized [REDACTED] [SIGNATORY], its [REDACTED] [SIGNATORY'S POSITION WITHIN LICENSEE], to execute this License Agreement on behalf of Licensee.

LICENSOR:

Hays Consolidated Independent School
District, a political subdivision of the State
of Texas

By: _____

LICENSEE:

_____ [NAME]

By: _____
_____ [PRINT NAME],
its _____ [POSITION]

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.3

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of a Staff Augmentation Agreement for Custodial Services

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Maintain clean, safe facilities.

D. Summary:

☒ Previous board action relating to this item: Staff discussed this with the Board in February 2023

☐ Future action anticipated -

☒ Background information –

Since the opening of JHS (approximately 413,857 square feet) we have not been able to hire the total number of custodians, twenty (20), to adequately staff the building based on the District standard of 22,500 square feet of daily cleaning per custodian.

We speculate this building is difficult to staff because of the high demand for this building; it is constantly in use by student and community groups. In addition to cleaning classrooms, gyms, locker rooms, athletic restrooms, hallways, outdoor venues, and outdoor track pick-up, the custodial team members set up and clean up for facility rentals and special events.

At the present time, we have 10 team members and 10 vacancies. We have worked job fairs with HR with a focus on JHS, but we have been unsuccessful to date. We continue to pull custodial staff from other campuses within the district, and we periodically supplement our staff with contractors.

We are recommending conducting a pilot study to determine if outsourcing is a viable alternative for Hays CISD. Fiscally it appears more or less budget neutral as shown in the table comparing cost estimates for current staffing, full staffing, and three proposed contracted staffing options.

Of the three proposed vendors we looked at, we are recommending ABM for this work.

The strategy includes:

- Hays team maintains day shift in most cases.
- Hays employees remain Hays employees.
- Hays supplies chemicals, paper and plastic goods and equipment.
- Outsourced shift is tentatively set for 3:00 p.m. to 11:00 p.m. with a focus on cleaning and sanitizing the student areas and clean up after facility use events.
- The vendor has a benefit package which may attract a different pool of applicants due to retirement plan and corporate growth potential.

- Vendor provides uniforms, management, training, background checks, job specifications, and a quality control program
- Vendor works 260 days and has a summer cleaning program.
- Vendor would be potential source for emergency clean-up labor

E. Scope of Options Reviewed:

Contract Information: Buyboard Cooperative Contract #639-21

Length of Contract: This is a one-year contract through 04/30/2024

F. Comments Received:

☒ Cabinet ☐ DLT ☒ FBOC ☐ Teacher Org. Reps. ☒ Other: Staff

G. Administrative Recommendation:

Staff recommends consideration of an agreement with ABM, as presented.

H. Fiscal Impact and Cost: Amount: \$475,513 (approximately \$39,626 per month)

☒ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

Prior Year Spending - \$112,303.70

Future/Ongoing -

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, COO, Brandon Porter, Dir. Maint. & Custodial

Evaluation method and time line:

Next report to the board

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve a contract with ABM Texas General Services, Inc. for staff augmentation services for an estimated amount of \$475,513, as presented.

Service Agreement

- ☒ Janitorial/Custodial Services
- ☐ Day Porter Service
- ☐ Ambassador Service
- ☐ Parking
- ☐ Transportation
- ☐ Facilities Engineering
- ☐ HVAC/Mechanical
- ☐ EV Charging Stations
- ☐ Other

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made April 17, 2023, between **ABM Texas General Services, Inc.** ("ABM"), and **Hays Consolidated Independent School District** (Client), by and through BuyBoard No. 639-21.

1. **Services.** ABM will provide services to Client or its agent at the location(s) listed on the attached Exhibit A and according to the specifications in Exhibit A (the "Services"). ABM may perform the Services by any reasonable means and shall not be responsible for delays in performance beyond its control.
2. **Term.** This Agreement shall be in effect commencing **May 1, 2023 – April 30, 2024**. Thereafter, this Agreement may be extended for four (4) one (1) year extensions upon mutual written agreement, subject to any termination pursuant to the terms and conditions of this Agreement.
3. **Termination.** If Client is dissatisfied with the quality of the Services, Client may inform ABM in writing of the specific areas of dissatisfaction, and if ABM shall fail to substantially correct the deficiencies within 30 days, Client may then terminate this Agreement by thirty (30) days' written notice to ABM. Either party may terminate this Agreement **for any reason** by providing thirty (30) days' written notice to the other party, and ABM may terminate services at any time without notice for nonpayment. All property and equipment furnished by ABM under this Agreement shall remain its property. Upon the termination of this Agreement, ABM shall have a reasonable time to remove its property and equipment from Client's premises.
4. **Price.** Client agrees to pay ABM monthly for the Services in accordance with the schedule attached as Exhibit B. If Client requires issuance of a Purchase Order Number ("PO") in order for ABM to submit an invoice, Client shall provide ABM with a PO promptly upon Contract execution and shall provide ABM thirty (30) days written notice in advance of any change or update to an existing PO. Any PO issued by Client shall note the location listed above and all new, updated and PO renewals must be sent to PO_Update@abm.com and the local ABM point of contact. Invoices shall be distributed by ABM in PDF format via an automated email process unless other arrangements are agreed to in writing by the parties. All third-party fees for billing and invoice processing shall be the responsibility of Client, and shall be billed by ABM to Client as third-party fees are incurred. Payment shall be due within forty-five (45) days from the earlier of the date of invoice or the last day of each month for which the Services were performed. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to ABM on any past due payment not received within fifteen (15) days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse ABM for its attorneys' fees and collection costs. The price is based upon the service area and frequency of the Services in the attached specifications. If there is any change in either, Client and ABM agree to negotiate a reasonable price adjustment.
5. **Price Adjustments.** The attached price schedule is based on present wages and fringe benefits. The parties agree that the Price shall be adjusted due to factors beyond its reasonable control, including but not limited to increases to local, state and/or federal government mandated wage/health and welfare increases; union mandated wage/health and welfare increases and associated payroll costs where applicable; payroll taxes; union pension increases where applicable; subcontracting costs, material costs, or other supply and insurance and cost changes including, without limitation, increases resulting from insufficient labor supply in certain affected markets as of the date incurred. **Any request for price adjustment must be supported with substantiating documentation in order to be considered.** If wage/benefit adjustments above those in effect on the execution date of this Agreement are necessary Client agrees to a proportionate increase in the Price, ~~payable retroactively when applicable. ABM will notify Client as soon as possible if retroactive payments may be due.~~ Client's obligation for such price adjustments shall survive the termination of this Agreement **for services provided prior to the effective date of termination.**
6. **Adjustments for CPI.** At the end of each twelve (12) month period during the Term of this Agreement, the price shall be increased by the greater of: (a) four percent (4%), or (b) a mutually agreed upon rate; provided,

however, that the percentage of increase in the price determined under this provision shall never exceed four percent (4%) in any twelve (12) month period.

7. Extraordinary Cost Changes. If any extraordinary event beyond the reasonable control of ABM affects ABM's costs, upon notice to Client the parties agree to negotiate a reasonable Price adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, ~~national financial or economic disturbances~~, epidemics, pandemics, quarantine or government mandated shutdown, generalized lack of availability of supplies, and other events not reasonably foreseeable or against which ABM reasonably cannot protect itself.

8. Equipment, Supplies, and Uniforms. Equipment and supplies shall be provided and maintained by Hays CISD. Hays CISD will also provide logoed shirts for ABM cleaning staff.

9. Holidays. ABM shall adhere to the Hays CISD school schedule and is not obligated to perform Services on the following holidays: New Years' Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, The day after Thanksgiving (if landing during the work week), Christmas Day. Services on these holidays, when requested, shall be charged on an over-time basis. Further, if such holiday is on the sixth or seventh day of the work week, there shall be an additional charge of a full day at a straight time if wages are required to be paid for that day.

10. Indemnification. ABM shall indemnify, defend and hold harmless Client from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death, and property damage (hereinafter, referred to as "Claims") but only to the extent Claims are caused by the negligence, misconduct, or other fault of ABM, its subcontractors, agents, and employees, and which arise out of Services performed under this Agreement. The foregoing provision shall only benefit Client if Client notifies ABM in writing of such Claim within five (5) days of same being reported to Client or its representative. ~~Notwithstanding the foregoing, if ABM is required by Client to clean or wax floors when being used by employees, customers, tenants, or visitors, ABM shall not be responsible for any Claim in connection therewith.~~ ABM shall not be liable for delay, loss, or damage caused by warfare, riots, strikes, boycotts, ~~criminal acts, acts or omissions of others,~~ fire, water damage, natural calamity, or causes beyond ABM's reasonable control. ABM shall not be liable for disposal of documents or valuable items left on floors, and Client shall indemnify and hold harmless ABM from Claims for such disposal. Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. To the extent permitted by Texas law, Client shall indemnify, defend and hold harmless ABM from Claims to ABM's employees and others resulting from the condition of Client's premises or equipment, but only to the extent same are not caused by ABM's fault.

11. Warranties. ABM DOES NOT REPRESENT OR WARRANT THAT USING THE SERVICES HEREIN OR THAT ANY CLEANING OR DISINFECTING PROCESSES WILL ELIMINATE THE PRESENCE OR RISKS OF SPREADING INFECTIOUS DISEASE AND VIRUSES. ALL SERVICES ARE PROVIDED AS IS, WHERE IS, AND FOR COMMERCIAL USE ONLY WITHOUT ANY REPRESENTATION OR WARRANTY OF EFFECTIVENESS OR SUCCESS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ABM EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. ~~ABM ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES MADE BY THE MANUFACTURERS OR DISTRIBUTORS OF ANY CLEANING PRODUCTS OR EQUIPMENT USED BY ABM TO PERFORM THE SERVICES.~~ CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SELECTED CLEANING PRODUCTS AND EQUIPMENT ARE SUFFICIENT FOR CLIENT'S DESIRED PURPOSES.

12. Insurance and Taxes. ABM agrees to maintain in full force and effect during the term of this Agreement the following insurance coverage for the work performed for Client under this Agreement:

- a. Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate;

- b. Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence; and
- c. Workers Compensation insurance with statutory limits and with an Employers Liability Coverage of at least \$500,000.
- d. Sexual Misconduct & Molestation Liability insurance with limits of \$3,000,000 per victim.
- e. Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, Commercial Automobile Liability, and Sexual Misconduct & Molestation Liability of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate.

ABM has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. ABM will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions and include Client as an additional insured. ABM, Client, and their insurers shall waive all rights of subrogation against one another for property damage claims. ABM shall be responsible for paying all payroll-based taxes affecting its employees. ~~Client agrees to pay for any sales and use taxes as well as increases in any taxes, workers' compensation, liability insurance, and other similar expenses of ABM.~~

13. Independent Contractor. If an employee wishes to transfer from either Hays CISD to ABM, or vice versa, then a written notice must be submitted thirty (30) days in advance and approved by both parties before a transfer can occur.

14. Employees. Upon written request by Client, ABM will remove from service any employee assigned to Client's premises who has engaged in improper conduct, including without limitation, a breach of Client policies or failure to perform the duties herein, provided such request is in accordance with applicable laws and collective bargaining agreements. ABM shall supervise its employees through ABM's designated personnel. ~~In the event Client assumes any supervisory duties toward the ABM's employees or directs their acts or services, Client shall assume responsibility and shall indemnify, defend, and hold ABM harmless from loss, liability, or expense arising therefrom.~~

15. Use. Client consents to ABM's use of Client's name, trademark, and/or logo in promotional materials, publicity releases, advertising, or any other similar publications or communications.

16. Notices. Notices, requests, demands, etc., shall be written and delivered or mailed with postage prepaid

to Client at:
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, TX 78640
ATTN: Max Cleaver

to ABM at:
ABM Texas General Services, Inc.
1776 Yorktown, Suite 150
Houston, TX 77056
ATTN: Myron Luckenbach

With a copy to:

LegalNotice@abm.com

Attn: Deputy General Counsel, Education

17. Keys. Hays CISD shall provide ABM employees access badges prior to the start of the contract. Master keys shall be retained by Hays CISD and only accessed by ABM upon request.

18. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine or government mandated shutdown, civil commotion, breakdown of communication facilities, natural catastrophes, strikes, fire, explosion, generalized lack of availability of supplies. For the avoidance of doubt, Force Majeure shall not include a party's financial inability to perform its obligations hereunder. The party affected by Force Majeure must provide prompt written notice (in

no event more than two (2) business days) to the other party upon the onset of the Force Majeure event, and such notice shall describe the event in detail with a reasonable approximation of the expected duration of the event's effect on the party.

19. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract, purchase order, agreement or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

20. General Provisions. This Agreement shall be interpreted so that all of the provisions herein are given as full effect as possible. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

21. Criminal History Record Information. ABM shall ensure that all employees who (i) have or will have continuing duties related to the services provided hereunder, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional Hays CISD employee) have submitted all information necessary for the LEE Fast Pass process, but such ABM does not have access to the results of the criminal history search. ABM agrees to cover and reimburse Hays CISD for all costs associated with such criminal history checks.

22. Prohibition on Boycotting Israel. By entering into this Agreement, ABM certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. ABM hereby certifies and verifies that neither ABM, nor any affiliate, subsidiary, or parent company of ABM, if any (the "ABM Companies"), boycotts Israel, and ABM agrees that ABM and ABM Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

23. Prohibition on Contracts with Companies that Boycott Energy Companies. By entering into this Agreement, Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

24. Prohibition on Contracts with Companies that Discriminate Against Firearm Industry. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

20.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

ABM TEXAS GENERAL SERVICES, INC.

By: _____

By: _____

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Service Locations

Johnson High School
4260 FM 967
Buda, TX 78610

Exhibit A

Scope of Services

The scope is defined as night cleaning only in accordance with the duties and staffing model listed below. Responsibility for day porters / cleaning will remain with Hays CISD. Also, the ABM manager will begin their shift to ensure continuity with Hays CISD Day staff and ABM night cleaning employees. Night Cleaners will begin their shifts at 3:00 pm (CT) and end at 11:30 pm (CT). Additionally, coverage for events is included in the scope and pricing with the understanding that it constitutes a reallocation of night cleaning staff.

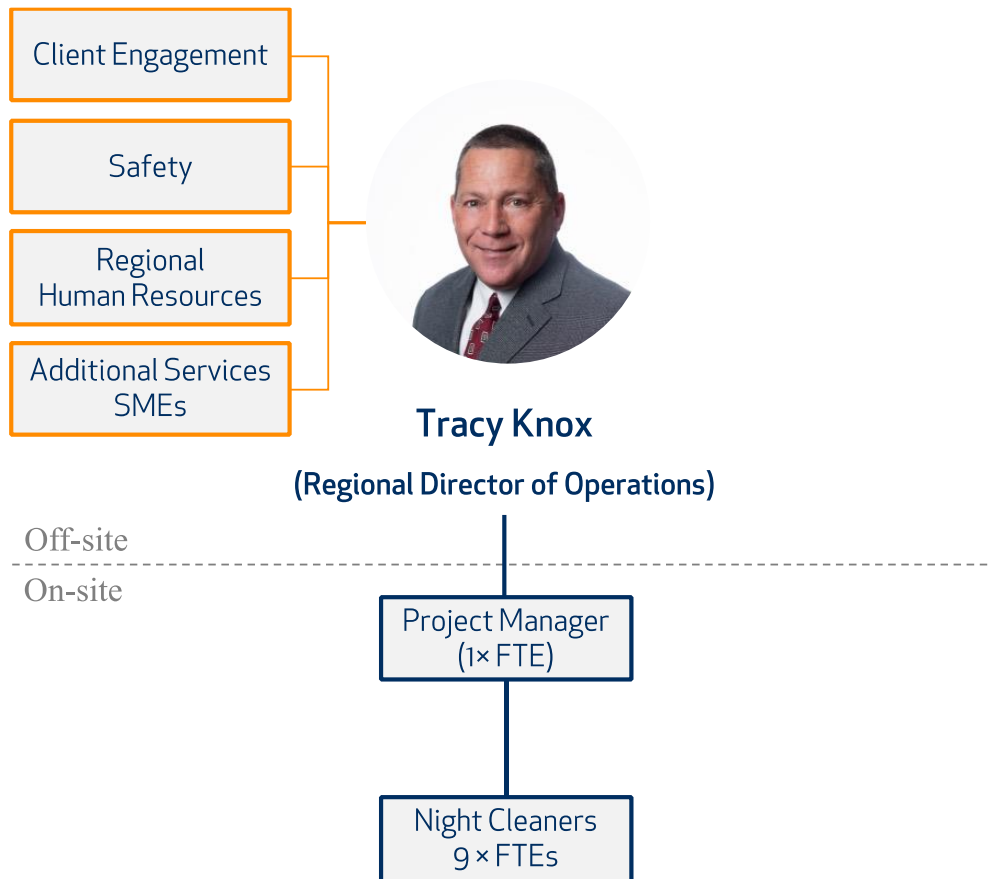


Exhibit A

Duty	Description	Days/week
Sweep	Sweep all hard surfaced floors	5
Vacuum	Vacuum carpeted areas	5
Damp Mop	Entries, lobbies, corridor	5
Spot Mop	All Classrooms	4
Dust	All Baseboards	5
Apply finish	Strip all surfaces, apply nonslip	1x/years
Carpet Spotting	Remove all spots and stains	As required
Carpet Shampoo	Top shampoo/heavy extraction	2x/year
High Dust	High level edges and surfaces	Monthly
Dust	Lighting fixtures not normally listed for dusting	5
Dust	Wood furniture, desks, podiums,	5
Wash	Window inserts on doors	As needed
Wash	Interior reflecting surface	1x/year
Clean Restrooms	Clean and disinfect hand basins, commodes, seat and seat cover, towel and paper fittings. Clean and polish metal and mirrors. Remove marks from doors/partitions. Replenish soap, towels, toilet paper, etc. Spot wash walls, partition doors.	5
Clean and Polish	Water fountains	5
Polish furniture	Use suitable polish	1
Clean glass	Entrance doors, partitions, panels	5
Stairs	Stairs and landings, rails and edges	5
Painted surfaces	Clean, remove marks on walls, doors, and jams	As required
Wash Walls	All interior wall surfaces	As required
Windows	Spot clean	As required
Venetian Blinds	Damp clean	1x/year
Chalkboard	Wash completely	1
Glass tops	Furniture glass tops	5
Classroom furniture	Arrange	As necessary
Classroom furniture	Clean	5
Waste buckets	Empty and damp wipe	5
Window washing	Interior of all exterior windows	2x/year
Ceiling vents	Dust and damp wipe	4x/year
Event setup / post-event cleaning	Clean space (gym, meeting room, etc.) prior to sporting / school events, and facilities use. Clean the same space post-event.	As needed

Cleaning Specifications-Public Areas, Lobbies, Stairs, Elevators, Hallways

Duty	Description	Days of the week
Vacuum	All runners, mats, etc. provided by district	5
Dust	Pictures sculptures logos, decorative fixtures	2
Damp wipe	Handrails, banisters	5
Hallways	Sweep and police	5

Cleaning Specifications-Showers, Locker Rooms, Weight Rooms, etc.

Duty	Description	Days of the week
Ceramic tile areas	Showers locker room floors, restroom, walls, using approved disinfectant	5
Floors	Sweep, mop, vacuum	5
Floors	Damp mop gym, weight room	5
Football stadium	Bathrooms, bleachers, and event support (no concessions)	As needed
Softball stadium	Bathrooms, bleachers, and event support (no concessions)	As needed
Baseball stadium	Bathrooms, bleachers, and event support (no concessions)	As needed

Exhibit B

Pricing and Payment of Schedule

Pricing Effective May 1, 2023 – April 30, 2024

Annual Cost: \$475,513.00

Monthly Cost: \$39,626.08

On-Demand Pricing: \$24 per hour (Regular) and \$36 per hour (Overtime)

- Pricing includes the staffing of one (1) manager and nine (9) custodians.
- Pricing is for 248 service days.
- Pricing is inclusive of two (2) percent Buyboard cooperative fee
- Pricing includes the staffing of one (1) manager and nine (9) custodians.
- Any added square footage will be based on the rate of \$1.15 / sq. ft.. This rate will need to be confirmed prior to starting services as it's contingent on the sustainable wage at the time.

ABM also commits to the following staffing plan and timeline below. Pricing will be prorated during this period and based on the number of cleaners.

Date	Staffing Level
5/1/2023	One (1) manager and five (5) cleaners
5/15/2023	One (1) manager and seven (7) cleaners
5/31/2023	One (1) manager and nine (9) cleaners – Fully-staffed

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.4

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible Adoption of a Resolution Expressing Intent to Reimburse Capital Expenditures

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 timely, cost-effective school facilities.

D. Summary:

☐ Previous board action relating to this item:

☐ Future action anticipated -

☒ Background information – Staff recommends advancing several projects contained in the 2023 Bond which are generically listed in exhibit A in the resolution document, including but not limited to:

- Asbestos Flooring Abatement at WMS, DMS, HHS, and TGES (\$578K)
- Roof Repair at Historic Buda (\$80K)
- Repairs to water well at HHS (\$382K)
- Design Fees for baseball/softball artificial turf at HHS, LHS, JHS and other athletic items (Phase 1, \$375K)
- Survey at JHS and LHS (likely <\$50K)
- Installation of security fence at MMS (Likely <\$50K)

E. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☐ Other _

F. Administrative Recommendation:

Consideration and possible adoption of a resolution expressing intent to reimburse capital expenditures.

G. Fiscal Impact and Cost: Amount: \$1,200,000

☒ Budget

☐ Bond

☐ Grant/Special Funds

☒ Other: 2023 Bond Proceeds

Prior Year Spending – n/a

Future/Ongoing –

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, COO; Nate Wensowitch,

Director of Planning & Construction

Evaluation method and time line -

Next report to the board –

I. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the resolution expressing intent to reimburse capital expenditures from 2023 Bond proceed in the amount not to exceed \$1,200,000, as presented.

RESOLUTION FOR BOND REIMBURSEMENT OF CAPITAL EXPENDITURES

WHEREAS, the Hays Consolidated Independent School District (the “Issuer”), an independent school district of the State of Texas, is authorized to finance its activities by issuing and incurring obligations (“Obligations”) pursuant to the Texas Education Code, which may include Obligations the interest on which is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Issuer has made, within the last 60 days, and will continue to make payments with respect to the acquisition of the projects listed on Exhibit A attached hereto (the “Financed Facilities and Improvements”); and

WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the costs associated with the Financed Facilities and Improvements; and

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the Financed Facilities and Improvements from the proceeds of Obligations to be issued subsequent to the date hereof; and

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

Section 1. The Issuer hereby declares its intent to reimburse itself for all costs paid within the last 60 days and that will be paid subsequent to the date hereof in connection with the acquisition of the Financed Facilities and Improvements from the proceeds of Obligations to be issued or incurred subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued by the Issuer to finance costs associated with the Financed Facilities and Improvements will not exceed \$1,200,000.

Section 3. This Resolution will be kept in the books and records maintained by the Issuer with respect to the Obligations.

[Signature Page Follows]

PASSED AND APPROVED _____, 2023.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

EXHIBIT A

Financed Facilities and Improvements

Item or Fund - - Described by Character, Type or Purpose

Design, construction, acquisition, rehabilitation, renovation, expansion, improvement and equipment of school buildings, including but not limited to a new elementary school; purchase of necessary sites for school buildings; and purchase of new school buses.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.5

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of 2023 Bond District Asbestos Flooring Abatement Projects - Sisk Robb, Inc., and JC Commercial Services

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Maintain clean and safe facilities.

D. Summary:

☐ Previous board action relating to this item

☐ Future action anticipated –

☒ **Background information** - The purpose of this agenda item is to procure Sisk-Robb, Inc, Burcham Environmental, and JC Commercial Services to perform asbestos abatement services, environmental consulting services and concrete polishing and flooring services respectively, at Dahlstrom MS, Wallace MS, Hays HS, and Tom Green ES. The flooring at TGES will be vinyl floor covering due to subfloor conditions.

Campus	Budget	Total Project	Balance	Consultant	Floor Removal	Floor Installation	Contingency
Dahlstrom MS	\$388,830	\$207,795	\$181,035	\$17,800	\$62,330	\$117,770	\$9,895
Wallace MS	\$266,042	\$201,558	\$64,484	\$17,800	\$56,390	\$117,770	\$9,598
Hays HS	\$81,859	\$51,684	\$30,175	\$9,999	\$14,225	\$24,999	\$2,461
Tom Green ES	\$117,672	\$117,650	\$22	\$10,650	\$14,225	\$87,170	\$5,605
Total	\$854,403	\$578,687	\$275,716	\$56,249	\$147,170	\$347,709	\$27,559

E. Scope of Options Reviewed:

Bid # 18-112105VL through 03/2027 (Sisk-Robb, Inc.)

Bid # # 18-012202VL through 03/2027 (Burcham Environmental Services)

JM Commercial Services (Bid – Lake Travis ISD)

F. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Maintenance & Operations

G. Administrative Recommendation:

The administration recommends approval of this project, as presented.

H. **Fiscal Impact and Cost: Total Amount: \$578,687.00**
☐ Budget – General Operating Fund ☒ 2023 Bond ☐ Grant/Special Funds ☐ Other
Prior Year Spending – FY22:
 Sisk-Robb, Inc. \$110,356.45
 Burcham Environmental Services \$105,552.50
 JC Commercial Services \$0
Future/Ongoing

I. **Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Max Cleaver COO, Albert Flores, Director of MEP
Evaluation method and time line -
Next report to the board -

J. **Suggested Motion:**
I move that the Hays CISD Board of Trustees approve asbestos floor tile abatement services with Sisk-Robb Inc; environmental consulting services with Burcham Environmental; and concrete polishing and floor services with JC Commercial Services at Dahlstrom MS, Wallace MS, Hays HS, and Tom Green ES for a total cost of \$578,687, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.6

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of 2023 Bond Roof Repair at Historic Buda Campus

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Maintain clean, safe facilities.

D. Summary:

☐ Previous board action relating to this item

☐ Future action anticipated -

☒ Background information – The 2023 Bond contains provisions for the repair of 2 sections of the roof on the original, main building at the Historic Buda upper campus adjacent to the Kunkle room with a budget of \$109,256. Staff received three quotes and recommends LBK Roofing for the work in the estimated amount of \$80,000.

E. Scope of Options Reviewed:

TIPS Cooperative Contract # 22010701 – Trades, Labor and Materials (NON-JOC)

This is a one-year contract with (3) one-year renewals remaining through 04/30/2027

F. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☒ Other: Staff

G. Administrative Recommendation:

Staff recommends consideration of approval of this project.

H. Fiscal Impact and Cost: Amount: Estimated at \$80,000

☐ Budget

☒ 2023 Bond

☐ Grant/Special Funds

☐ Other

Prior Year Spending - \$0

Future/Ongoing -

I. Monitoring and Reporting Time Line:

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

Evaluation method and time line:

Next report to the board

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve a contract with LBK Roofing for 2023 Bond roof repairs at Historic Buda campus in the amount of \$80,000, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.7

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of 2023 Bond Hays High School Water Well Upgrades – Alterman, Inc.

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:
☒ Action needed ☐ Information only ☐ Receive input

B. Authority for This Action:
☒ Local Policy ☐ Law or Rule ☐ N/A

C. Goal or Need Addressed:
Maintain safe, clean facilities

D. Summary:
☐ Previous board action relating to this item -
☐ Future action anticipated -
☒ Background information

The 2023 Bond contains provisions for the replacement of the controls on water well #1 at Hays HS which took a severe lightning strike in May 2022. Since the lightning strike, we have had multiple overflow issues from the ground storage tank causing a significant amount of water loss, which is unacceptable for a variety of reasons.

In addition to the controls, staff is requesting restoration to the 66,000-gallon bolted steel ground storage tank and the 100,000-gallon standpipe on well #1. The tank was constructed in 2007 and is showing localized areas of minor corrosion. The standpipe was constructed in 1995 and was rehabilitated in 2009 and is showing signs of oxidation, biological growth, and localized areas of minor corrosion. Some areas of moderate corrosion are primarily located along the anchor bolts, tank chime, and roof surface areas.

Staff recommends Alterman Inc for this work in the estimated amount of \$382,206.

Alterman Inc. completed the same repairs to the smaller water well #2 at Hays HS last year utilizing general funds.

Staff anticipates reviewing this project with the FBOC on June 21, 2023.

Scope of Options Reviewed: TIPS Contract #21010

Reasons for rejecting alternatives:

E. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☒ Other: Maintenance & Operations

F. Administrative Recommendation:
The administration recommends approval of Alterman Inc. for the well improvements, as presented.

- G. Fiscal Impact and Cost: Total Amount: \$382,206**
☐ Budget – General Operating Fund ☒ 2023 Bond ☐ Grant/Special Funds ☐ Other
Prior Year Spending \$1,636.75
Current FY Spending \$6,126.00
Future/Ongoing –

BP 8 Projects	Budget	Est. Cost	Balance	Consultant	Floor Remove	Floor Install	Cont
Dahlstrom Flooring	\$388,830	\$207,795	\$181,035	\$17,800	\$62,330	\$117,770	\$9,895
Wallace Flooring	\$266,042	\$201,558	\$64,484	\$17,800	\$56,390	\$117,770	\$9,598
Hays HS Flooring	\$81,859	\$51,684	\$30,175	\$9,999	\$14,225	\$24,999	\$2,461
Tom Green Flooring	\$117,672	\$117,647	\$25	\$10,650	\$14,225	\$87,170	\$5,602
Historic Buda Roofing	\$109,256	\$80,000	\$29,256	\$0	\$0	\$0	\$0
Water Well Repair	\$117,717	\$382,206	-\$264,489	\$0	\$0	\$0	\$0
Totals	\$1,081,376	\$1,040,890	\$40,486	\$56,249	\$147,170	\$347,709	\$27,556

- H. Monitoring and Reporting Timeline:**
Person responsible for evaluating this decision or action— Albert Flores, Director of MEP
Evaluation method and timeline -
Next report to the board -

- I. Suggested Motion:**
I move that the Hays CISD Board of Trustees approve Alterman Inc. for water well improvements at Jack C Hays High School in the amount of \$382,206, as presented.

Date: May 5, 2023

To: Hays CISD

Attn: Albert Flores

Ref: Hays CISD Well Site Upgrades
Automation, Instrumentation and Controls

Alterman Bid # 537

TIPS Contract# 210101

Alterman is pleased to submit this proposal for the scope of work to be completed on the project referenced above, per to the following:

REFERENCE DOCUMENTS

Drawings:

Date:

Prepared by: N/A

Addendum(s): N/A

SCOPE OF WORK

INSTRUMENTATION AND CONTROLS

Detailed Scope for SCADA

- Install ground ring for the Standpipe and GST booster station
- Exothermically connect each well head, storage tank and electrical service to ground ring
- Install new RTUs for each site
- Demo existing relay logic controls
- Install level transducers on storage tanks
- Install necessary conduit and wire to facilitate controls
- Provide and Install Computer for SCADA software
- Provide and Install Ignition SCADA software with alarm callouts
- Provide and Install cellular modems for communications between sites and SCADA computer
- Provide and Install PLC programming to control the filling of the Standpipe.
- Alterman includes startup assistance for the scope provided herein.
- Alterman includes contract documentation for the scope provided herein.
- Alterman includes contract management for the scope provided herein.

Scope of Work for Storage Tank Rehab

- Provide Project management Dunham Engineering Scope
- Provide inspection of work completed

Scope of Work for Well Rehab

- Provide labor and Materials for Well #1 rehab per previous installation of Well #2
- Provide inspection of work completed

QUALIFICATIONS & CLARIFICATIONS

- A detailed scope for Well service can be provided on request

EXCLUSIONS

- This Proposal for Well Rehab is an estimate.
- The Actual cost may vary depending on actual condition of well once pulled
- Storage Tank Estimate is based off of Dunham Engineering's findings and is based off of their report
- Furnishing and installation of any new electrical service, disconnects, etc.
- Furnishing and installation of any electrical conduit, raceways, cable tray, wire way, etc.
- Furnishing, installation and termination of the Fiber Optic System
- Furnishing and installation of any electrical equipment (i.e. gear, fixtures, devices, etc.)

- Temporary power and temporary lighting.
- Utility company service charges and administration fees.
- Existing utility service size and condition.
- Supply and installation of hydraulic equipment (i.e. motors, pumps, valves, blowers, appliances, etc.).
- HVAC equipment, controls, and installation.
- Saw cutting and replacing concrete and asphalt.
- Formed concrete (i.e. equipment pads, pole bases, housekeeping pads, duct bank extensions, etc.).
- Engineering of structural components (i.e. equipment pads, pole bases, foundations, supports, etc.).
- Welding, torching, tapping, and cutting structures (i.e. tanks, pipe, footplates, beams, etc.).
- Fabrication and installation of structural items (i.e. canopies, racks, tank ladders, etc.).
- Functionality and warranty of existing electrical and control systems.
- Safety and functionality of existing electrical systems by others, during or prior to work described herein (i.e. owner's maintenance departments, maintenance contracts, etc.).
- Solid rock excavation.
- Spoil relocation from work area/site and all associated fees.
- Dumpsters and portable toilets.
- Payment and performance bonds.
- Sandblasting or Painting.
- Potholing, investigative excavation, location services, and all associated fees.
- Dewatering.
- Tunneling and boring for the installation of underground raceways.
- Supply and installation of insulation and stainless steel jacketing for heat traced piping system.
- Overtime, expediting, and acceleration fees.

TERMS

- This proposal is based solely on the Engineer-furnished design documents. Alterman does not include assumed clarifications. Alterman shall not be responsible for any costs or expenses necessitated by changes and/or corrections due to errors or omissions in the design documents.
- Any design services provided by Alterman will be reviewed by the Engineer to assure acceptability when integrated with the entire work. Owner is entitled to rely on the accuracy and completeness of design services or certificated provided by Alterman only to the extent that design responsibility is specifically delegated to Bidder by agreement in writing and all design and performance criteria are furnished to Alterman.
- Price is contingent upon execution of a mutually acceptable contract and project schedule
- Price is valid for 30 days from proposal date.

PRICING

SCADA - Install RTU's for sites	\$	119,030
GST Rehab - Rehab of the Storage tanks	\$	199,465
Well Rehab - Pulling Well and Rehabing	\$	55,545
Total:	\$	374,040
SMWBE Amount (included in Total)	\$	-
Bond Premium ADDER (<u>not</u> included in Total)	\$	8,166

We appreciate the opportunity to submit this proposal. If there are any questions, please contact us.

Sincerely,

Anthony Hernandez
Senior Project Manager
Mobile: (512) 395-5541
anthony.hernandez@goalterman.com

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

Date: June 26, 2023

Agenda Item: I.8

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of 2023 Bond – Engineering Services Contract for High School Baseball and Softball Artificial Turf and other Athletic items

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Maintain clean, safe facilities.

D. Summary:

☐ Previous board action relating to this item

☐ Future action anticipated -

☒ Background information – The 2023 Bond contains provisions for Athletic improvements at three high schools including the installation of artificial turf on three baseball and three softball fields, improvements to LHS baseball and softball venues, track and retaining wall, and sports lighting improvements at Hays HS (tennis) and Barton MS (tennis and stadium) with an estimated total project budget of \$15,147,210, referred to as Bid Package 11. In an attempt to complete the baseball and softball projects by January 15, 2024, staff recommends hiring the design professional now and follow this suggested schedule:

- Recommended Engineer to Board of Trustees: June 2023
- Design/Bid/Approval: June-September 2023
- Start Construction: October 2023
- Substantial Completion: January 15, 2023

Staff is recommending CEI and Principal Jeff Bresee to design this project in the amount of 5% of the construction costs, to be paid per the contract in two equal phases including

- 1) design and procurement and
- 2) construction observation & management assistance.

E. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☒ Other: Staff

F. Administrative Recommendation:

Staff recommends consideration of a professional services agreement with CEI.

G. Fiscal Impact and Cost: Amount: 5% of construction costs

☐ Budget

☒ 2023 Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, COO; Nate Wensowitch, Dir. Planning & Const.

Evaluation method and time line:

Next report to the board

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve a contract with CEI for design services related to the 2023 Bond Baseball and Softball Improvements, and other athletic improvements, and authorize the Superintendent to negotiate and execute a satisfactory contract, as presented.

I. PROJECT DESCRIPTION

CEI will provide turn-key engineering services to Hays CISD for the baseball and softball facilities improvements at Hays High School, Johnson High School, and Lehman High School. Project improvements shall include new synthetic turf baseball and softball fields and bull pens and associated improvements, and replacement of batting cage synthetic turf surfacing as applicable at each campus. Improvements at each campus shall also include the addition of shade structures over existing and new batting cages, shade structures over existing and new grandstands, and field lighting improvements.

At Lehman High School, improvements shall also include new restroom/concession facilities, new baseball and softball grandstands and press boxes, a new dual tunnel softball batting cage, re-alignment of the softball outfield wall, replacement of baseball outfield wall with taller wall to compensate for distance to Homeplate, and other improvements necessary to render the finished facility at Lehman High Schools equivalent to that of Hays and Johnson High Schools. Improvements shall also include at all three high schools.

II. SCOPE OF BASIC SERVICES

Phase I - Design & Procurement Assistance

- A. Conduct design kickoff meeting and consult with the Owner to determine the requirement of this Project.
- B. Utilize the geotechnical reports (provided by Owner to CEI) to determine the means of soil stabilization for each of the new facility components.
- C. Provide storm water analysis report as needed for project storm water design and project permitting as required.
- D. Utilize topographic surveys (provided by Owner to CEI), geotechnical report and storm water report to create proposal documents for the Sealed Proposal process via the Texas Purchasing Networks such as TIPPS and BuyBoard, including signed and sealed construction drawings and technical specifications for all new improvements.
- E. Attend and conduct design 35% (SD), 65% (DD) and 95% (CD) design review meetings and if necessary, attend district board meetings to present each drawing stage to the school board.
- F. Provide project stormwater pollution prevention plan per state and federal requirements and codes.
- G. Prepare and submit, as needed, all required documents and drawings required to secure approval of governmental bodies holding jurisdiction over the project with the understanding that at minimum, all three high schools fall under a separate jurisdiction.
- H. Issue proposal documents to interested Contractors and administer instruction to Contractors during the proposal process via addenda as needed.
- I. Attend and conduct pre-proposal meeting on the project site and provide information as needed to Proposers during the proposal process including.
- J. Attend proposal opening and evaluation meeting and provide information as needed in order for Owner to finalize Proposal point system.
- K. Assist Client in negotiations with Contractor as needed to finalize terms of contract.
- L. Attend district board meeting wherein board shall consider the award of contract to project contractor.

Phase I Fees: 2.5% of the cost of construction based upon the proposal from the successful contractor, including alternates designed. This fee includes all reimbursable expenses with the exception of permitting fees paid by CEI.

Phase II – Construction Observation and Construction Management Assistance

- A. Issue Notice of Award to project contractor and copies of the proposal documents required for bonding and contract finalization. Review project documents bonds and provide final contract documents to the Client for signature.
- B. Attend and conduct the preconstruction conference and provide preconstruction meeting notes to the District and Contractor.
- C. Assist in the coordination of project construction staking (cost of staking not included).
- D. Assist in the coordination and scheduling of project materials testing with independent testing lab on all materials testing and review and interpret all testing results.
- E. Process all project submittals.
- F. Respond to all project RFI's.
- G. Process all project pay applications and change directives.
- H. Attend and conduct weekly construction progress meetings (as needed based upon actual workflow) and perform weekly on-site observations of materials and work and submit meeting minutes/observation reports to the district for all meeting and site visits.
- I. Communicate with Contractor as needed to track project timeline, budget and quality and issue directive to Contractor as required.
- J. Create final punch lists and provide site visits to project site to make observations of punch list work, including providing observation reports/punch list updates.
- K. Provide As-built drawings upon project completion.
- L. Prior to the end of the one-year project warranty period, attend on-site warranty observation meeting at each site and if needed, issue warranty work directives to the contractor, and assist with the completion of any warranty work.

Phase II Fees: 2.5% of the cost of construction based upon the final pay application issued by the project contractor. This fee includes all reimbursable expenses with the exception of permitting fees paid by CEI.

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

- A. Client shall provide the following:
 1. Access to site
 2. Topographic survey or as-built drawing of each site depicting as-built conditions, elevations and grades. This shall be provided in AutoCAD format.
 3. Geotechnical report of each site.
 4. Copies of as-built drawings that exist for each site in PDF format.

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - Topographical survey
 - Geotechnical investigation/report

- Environmental studies/report (e.g. Phase I & II ESAs)
- Traffic study/report
- Water flow test/distribution report
- Historical and archeological studies
- Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Preparation of opinions of probable construction costs (OPCs)
- Materials Testing
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise, the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

TEXAS (01-01-23)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 210.00
Client Sector Leader	\$ 200.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 185.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 185.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00

Registered Landscape Engineer	\$ 160.00
Assistant Landscape Engineer	\$ 130.00
Landscape Engineer Designer	\$ 125.00
Registered Land Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 115.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00
Construction Observer	\$ 110.00
Land Acquisition Specialist	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

REIMBURSABLE EXPENSES: All fees paid by CEI related to permitting such as impact, permitting, expediting, and review fees will be charged to Hays CISD as reimbursables.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental

approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services: or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client shall indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any

hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

Date

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.9

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of an Amendment to the Plum Creek Development Agreement

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 timely, cost-effective school facilities.

D. Summary:

☒ Previous board action relating to this item: Most recent action was the Cromwell Drive R.O.W. dedication on May 24, 2021 (east side of PAC).

☐ Future action anticipated -

☒ Background information –

The District originally entered into a development agreement with the Plum Creek Development Partners, LTD in January 2008. Since that time, both parties have satisfied most of the requirements of the contract. This amendment clarifies the status of the remaining obligations of the parties.

A noteworthy development obligation of Plum Creek to construct a sidewalk along the north side of Kohler's Crossing.

The following are the remaining obligations of the District, which will be finalized and complete pending ROW execution by the City of Kyle.

- Effectuate a right of way dedication within property owned by HCISD. (Section 1.a(4)—formerly a Plum Creek requirement, but now the subject property is owned by HCISD) This will be satisfied by the pending right of way dedication we are working with the City to finalize.
- Grant to Plum Creek a variable width access and construction easement within the right of way dedication area. (Section 2.c.) This will be satisfied by the pending right of way dedication.
- Cooperate with Plum Creek's efforts to construct a private drive within the right of way area. (Section 2.k.) This will be satisfied by the pending right of way dedication.

These obligations will remain in force once the right of way dedication is finalized:

- Grant to Plum Creek a public utility easement along the north side of Kohler's crossing, relating to a sidewalk Plum Creek is required to construct within the easement area. (Section 2.b.)
- Allow Plum Creek to install and maintain landscaping and to erect signage within the right of way area. (Section 2.i.)
- Cooperate with Plum Creek's efforts to terminate the unrecorded fire easement along the northern boundary of the HCISD property. (Section 2.j.)
- Grant additional easements to Plum Creek as reasonably requested and otherwise cooperate with Plum Creek in the development of the Uptown Property (ongoing obligation). (Section 2.l.)

- E. Comments Received:**
☒ Cabinet ☐ DLT ☒ FBOC ☐ Teacher Org. Reps. ☐ Other
- F. Administrative Recommendation:**
Consideration and possible approval of the amendment to the development agreement.
- G. Fiscal Impact and Cost: Amount: None Anticipated**
☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other
Prior Year Spending – n/a
Future/Ongoing –
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action: Max Cleaver, COO
Evaluation method and time line -
Next report to the board –
- I. Suggested Motion:**
I move that the Hays CISD Board of Trustees approve the Amendment to the Agreement Regarding Development with the Plum Creek Development Partners, and authorize the Board President and Superintendent to execute documents necessary and convenient for the transaction, as presented.

AMENDMENT TO AGREEMENT REGARDING DEVELOPMENT

STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THIS AMENDMENT TO AGREEMENT REGARDING DEVELOPMENT (“**Amendment**”) is made as of _____, 2023 (“**Amendment Effective Date**”) by and between PLUM CREEK DEVELOPMENT PARTNERS, LTD., a Texas limited partnership (“**Plum Creek**”), and HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and a political subdivision of the State of Texas (“**HCISD**”).

RECITALS:

WHEREAS, Plum Creek and HCISD are parties to that certain Agreement Regarding Development dated effective January 25, 2008, recorded under Volume 3363, Page 323, Official Public Records of Hays County, Texas (the “**Agreement**”); and

WHEREAS, the parties desire to amend the Agreement to reflect those obligations thereunder which have been satisfied and those which remain, and to address other matters as further set forth herein.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plum Creek and HCISD hereby amend the Agreement as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Amendment by this reference.

2. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

3. Satisfaction of Plum Creek Requirements and Remaining Obligations. Section 1.d. of the Agreement is hereby deleted in its entirety and is replaced with the phrase, “Intentionally Deleted.” Additionally, the HCISD Public Utility Easement Exhibit is hereby deleted from the Agreement, and all remaining references in the Agreement to the HCISD Public Utility Easement are deemed deleted in their entirety from the Agreement. In addition, HCISD is the current owner of the 0.069 acre parcel described in Section 1.a(4) of the Agreement; accordingly, HCISD shall effectuate the public right of way dedication described in Section 1.a.(4). Subject to the foregoing, as of the Amendment Effective Date, all of the requirements and obligations of Plum Creek set forth in Section 1 of the Agreement have been satisfied, and no further requirements or obligations remain outstanding with respect thereto, *except for* the following obligations and requirements: (1) as set forth in Section 1.h., the requirement that Plum Creek construct sidewalks at least 4 feet wide along the north side of Kohler’s Crossing, and (2) as set forth under Section 1.k., the requirement that the owner of the property upon which the Detention Pond is to be built refrain from constructing a structure (with the exception of Plum Creek monumentation) taller than one (1) story, if such a structure would block or interfere with the line of sight depicted on the HCISD and Plum

Creek Construction Exhibit, ***which obligations and requirements remain outstanding and/or in effect, as applicable***, as of the Amendment Effective Date.

4. Satisfaction of HCISD Requirements and Remaining Obligations. The parties acknowledge and agree that as of the Amendment Effective Date, all of the requirements and obligations of HCISD set forth in Section 2 of the Agreement have been satisfied, and no further requirements or obligations remain outstanding with respect thereto, ***except for*** the obligations and requirements of HCISD set forth in Section 2.b., Section 2.c., Section 2.i., Section 2.j., Section 2.k. and Section 2.l., ***which obligations and requirements remain outstanding and/or in effect, as applicable***, as of the Amendment Effective Date.

5. Authority. HCISD and Plum Creek each represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained.

6. Ratification. Except as expressly modified by this Amendment, the Agreement remains in full force and effect, and all of the terms, conditions and provisions of the Agreement remain unchanged as set forth in the Agreement.

7. Conflict. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Plum Creek and HCISD, and their respective successors and assigns.

9. Counterparts. This Amendment may be executed in separate counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

[Signature Pages Follow]

EXECUTED to be effective as of the Amendment Effective Date.

PLUM CREEK:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: PCDP General Partner, LLC,
a Texas limited liability company,
its general partner

By: _____
Richard B. Negley, Manager

By: _____
Thomas J. Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company,
its manager

By: _____
Laura Negley Gill, Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Richard B. Negley, Manager of PCDP General Partner, LLC, a Texas limited liability company, the general partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership and limited liability company.

Notary Public in and for the
State of Texas

[illegible]

This instrument was acknowledged before me on the ____ day of _____, 2023, by Thomas J. Smith, Manager of PCDP General Partner, LLC, a Texas limited liability company, the general partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership and limited liability company.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Laura Negley Gill, Manager of MountainCityLand, LLC, a Texas limited liability company, Manager of PCDP General Partner, LLC, a Texas limited liability company, the general partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership and limited liability companies.

Notary Public in and for the
State of Texas

EXECUTED to be effective as of the Amendment Effective Date.

HCISD:

**The Board of Trustees of the Hays
Consolidated Independent School District**

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF HAYS §

 This instrument was acknowledged before me on the ____ day of _____, 2023, by
_____, _____ of the Hays Consolidated Independent School District.

(seal)

Notary Public, State of Texas

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

Date: June 26, 2023

Agenda Item: I.10

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of the request for an Additional Easement to Pedernales Electrical Cooperative (PEC) at the Academic Support Center (ASC)

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

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

D. Summary:

☒ **Previous board action relating to this item** – In April 2023 the board approved easements related to the construction at the ASC.

☐ **Future action anticipated** –

☒ **Background information** – The ASC Project will be completed in phases and require new and temporary utility easements to be granted and old utility easements to be abandoned over the next 14 to 16 months, per the attached sketch, updated since the April 2023 Board meeting. Staff is requesting approval for these transactions now and authorization for the Board President and Superintendent to execute the individual easement documents as the project develops. The change from the previous document provided in April 2023 is labeled Item “J” on the attachment.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other:

F. Administrative Recommendation:

Administration recommends the Board grant additional PEC utility easements as shown.

G. Fiscal Impact and Cost: Amount: TBD for minor attorney fees

☐ Budget

☒ 2022 Bond

☐ Grant/Special Funds

☐ Other

Prior Year Spending – Not applicable

Future/Ongoing -

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Nate Wensowitch

Evaluation method and time line:

Next report to the board:

I. Suggested Motion:

I move that the Hays CISD Board of Trustees grant permanent utility easements and underground agreements to PEC and authorize the Superintendent and Board President to negotiate and execute documents necessary and convenient, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.11

Board Goal: Board/Staff/Community Relations

Subject: Second Reading and possible adoption of TASB Policy Update 121 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 121 was presented for First Reading at the June 20, 2023 Board Meeting.

☒ **Future action anticipated –**

☒ **Background information** – Update 121 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:

CCGB (LOCAL): Ad Valorem Taxes – Economic Development

CFB (LOCAL): Accounting Inventories

CKE (LOCAL): Safety Program / Risk Management – Security Personnel

CKEC (LOCAL): Security Personnel School – Resource Officers

CLB (LOCAL): Buildings, Grounds, and Equipment Management Maintenance

COB (LOCAL): Food and Nutrition Management – Free and Reduced-Price Meals

CRF (LOCAL): Insurance and Annuities Management – Unemployment Insurance

CVA (LOCAL): Facilities Construction – Competitive Bidding

CVB (LOCAL): Facilities Construction – Competitive Sealed Proposals

DEA (LOCAL): Compensation and Benefits – Compensation Plan

FD (LOCAL): Admissions

FFI (LOCAL): Student Welfare – Freedom from Bullying

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☒ Teacher Org. Reps.

☐ Other

G. Suggested Motion

I move that the Hays CISD Board of Trustees approve the adoption of the TASB Policy Update 121, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.12

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval 2023-2024 Hays CISD Board Meeting Calendar

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

C. Goal or Need Addressed:

Adoption of 2023-2024 Hays CISD Board Meeting Calendar

D. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

E. Administrative Recommendation:

The administration recommends the board approve the 2023-2024 Hays CISD Board Meeting Calendar, as presented.

F. Suggested Motion

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

2023-2024 Hays CISD Board of Trustees Meeting Schedule



August 21, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
August 28, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

September 18, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
September 25, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

October 16, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
October 23, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

November 13, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
November 27, 2023 @ Kunkel Room at Historic Buda Elementary Campus – 5:30 pm

December 11, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

TUESDAY January 16, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
January 22, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

TUESDAY, February 20, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
February 26, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

March 18, 2024 @ Kunkel Room at Historic Buda Elementary Campus – 5:30 pm
March 25, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

April 15, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
April 22, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

******May 13, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
******May 20, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

******June 17, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm
******June 24, 2024 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm

******July 22, 2024 @ Kunkel Room at Historic Buda Elementary Campus – 5:30 pm

*******Meeting location may be moved to the newly construction Hays CISD Academic Support Center*

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: I.13

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible adoption of the 2023-2024 Budget

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 -

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

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

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

D. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Budget Workshop

E. Administrative Recommendation:

Administration recommends approval of the 2023-2024 General Fund (*inclusive of accelerated instruction allocation pursuant to Texas Education Code Section 29.081, b-1*), Debt Service Fund, and Food service Fund budgets.

F. Fiscal Impact and Cost: Amount: Attached

☒ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

G. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt 2023-2024 budget, as presented.

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

Date: June 26, 2023

Agenda Item: I.14

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible adoption of the Compensation Plan for the 2023-2024 School Year

Administrator Responsible/Position: Christina Courson, Chief Human Resources Officer

- A. Purpose of Agenda Item:**
☒ Action needed ☐ Information only ☐ Receive input
- B. Authority for This Action:**
☒ Legal and Local Policy DEA/DEAA/DEAB ☐ Law or Rule ☐ N/A
- C. Goal or Need Addressed:**
Consideration and possible approval of Hays CISD Employee Compensation Plan for the 2023-2024 school year.
- D. Summary:**
☐ Previous board action relating to this item -
☐ Future action anticipated -
☒ Background information – The Board of Trustees has been provided with two proposed compensation scenarios and side-by-side comparisons of changes made to the compensation plan.
- E. Comments Received:**
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other
- F. Administrative Recommendation:**
Administration recommends adoption of the compensation plan, as presented.
- G. Fiscal Impact and Cost:** Amount: See 2023-2024 Proposed Budget
☒ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Christina Courson, Chief Human Resources Officer
Evaluation method and time line –
Next report to the board -
- I. Suggested Motion:**
I move that the Hays CISD Board of Trustees approve the Hays CISD Employee Compensation Plan for the 2023-2024 school year, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 20, 2023

Agenda Item: J.1

Board Goal: Board/Staff/Community Relations

Subject: First Reading - TASB Policy Update 121 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 -

☒ Future action anticipated – TASB Update 121 will be presented for a second reading at the June 26, 2023 Hays CISD Board Business Meeting with action anticipated at that time.

☒ Background information – Update 121 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:

CCGB (LOCAL): Ad Valorem Taxes – Economic Development

CFB (LOCAL): Accounting Inventories

CKE (LOCAL): Safety Program / Risk Management – Security Personnel

CKEC (LOCAL): Security Personnel School – Resource Officers

CLB (LOCAL): Buildings, Grounds, and Equipment Management Maintenance

COB (LOCAL): Food and Nutrition Management – Free and Reduced-Price Meals

CRF (LOCAL): Insurance and Annuities Management – Unemployment Insurance

CVA (LOCAL): Facilities Construction – Competitive Bidding

CVB (LOCAL): Facilities Construction – Competitive Sealed Proposals

DEA (LOCAL): Compensation and Benefits – Compensation Plan

FD (LOCAL): Admissions

FFI (LOCAL): Student Welfare – Freedom from Bullying

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☒ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

The TASB Update 121 is presented as a First Reading for the Board's consideration, review and feedback.



(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 make 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	800.580.1488

Note: The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

Texas Economic Development Act

Purpose

These provisions outline the District's procedures for accepting, reviewing, and considering applications and amendments to applications, and, when necessary, enforcing agreements under the Texas Economic Development Act (the Act), as set forth in Tax Code Chapter 313. [See CCGB(LEGAL)]

Definitions

In addition to the definitions set out in CCGB(LEGAL), the following definitions apply in this policy:

"Application review period" means the period during which the Board will consider and act on an application. The application review period begins on the application review start date and ends on the 151st day thereafter, unless the application review period is extended by Board action prior to the expiration date.

"Appraisal district" means each county appraisal district that appraises property that is the subject of an application.

"Large project application" means an application for which the qualified investment exceeds \$300,000,000.

Filing an Application

In the form and formats required by the comptroller, an applicant shall file with the Superintendent the original and copies of the completed application along with a searchable electronic copy certified to contain information identical to the original hard copy. [See CCGB(LEGAL) at Required Contents and Format]

The Superintendent shall hold any incomplete applications or applications submitted without the full application fee until the application is properly completed and the application fee is paid. The Superintendent's determination of whether an application is complete shall be final.

Confidentiality of Applicant Information

If the Board decides to consider an application, information provided in connection with an application will not be considered confidential except as allowed by law. [See CCGB(LEGAL) at Confidential Business Information]

Amending an
Application

An applicant may seek to amend an application at any time prior to final Board action on the application. If an amended application is filed within 60 days of the end of the application review period, the application review period shall be extended automatically to the 61st day after the date on which the last amended application is filed, unless the Board takes action to extend the application review period otherwise.

The Superintendent shall review and forward to the comptroller any amended application or supplemental information on receipt.

Standard
Application Fee

An applicant shall pay a standard application fee of \$75,000 to the District to cover the District's costs in processing and considering the application. This fee is nonrefundable except as set forth in this policy:

1. For large project fees after the initial fee submission; or
2. If the application is rejected after an initial Board review.

The standard application fee does not include any amount charged by the comptroller to the applicant for the comptroller's economic impact evaluation.

*Large Project
Application Fee*

For a large project application, the Board may set an application fee higher than the standard application fee if the analysis or evaluation of the application warrants a higher fee. In this case, the applicant shall initially submit the standard application fee. If the Board sets a higher fee, the applicant may withdraw its application and any fee submitted if the applicant disagrees with the higher fee.

**Processing an
Application**

Upon receipt of an application and application fee, the Superintendent shall:

Before Initial Board
Review

1. Send the applicant written confirmation of receipt of the application and application fee.
2. Review the application and, as necessary, require the applicant to submit additional and/or supplementary information, including all required schedules.
3. Within seven days of receipt of a completed application, submit the application to the comptroller, together with any economic analysis of the proposed project submitted by the applicant.
4. Obtain necessary conflict of interest disclosures. [See BBFA(LEGAL)]

Initial Board Review	As soon as practical after an application is filed, the Board shall conduct an initial review of the application during which the Board may consider the Superintendent's recommendation and written or oral presentations concerning the application. If, after the initial review, the Board determines that the application is not in the best interests of the District, the Board shall reject the application and return to the applicant the application fee, less any necessary and reasonable costs of the initial review. If the Board accepts a large project application for further consideration, the Board may set an appropriate fee in accordance with this policy.
After Initial Board Review	If the Board elects to consider the completed application, the Superintendent shall: 1. Deposit the application fee and provide required written notice to the applicant and comptroller, with a copy to the appraisal district, that the District has received and will consider the completed application; 2. Deliver to the comptroller a copy of the application and required material along with a request for an economic impact evaluation; 3. Accept on behalf of the Board any amendments or supplements submitted by the applicant, and transmit copies to the comptroller within seven days of receipt; 4. Direct appropriate District personnel to create a link from the District's website to the location on the comptroller's website where copies of applications are posted; 5. Within the time allowed by law, provide all required supplemental information necessary to assist the comptroller and the Texas Education Agency (TEA) with the required analyses; 6. On receipt, provide the applicant and District consultants with a copy of the economic impact evaluation and the school facilities impact analysis; 7. Work with the applicant and District consultants to provide the District and the comptroller with copies of the proposed agreement in a timely manner [see CCGB(LEGAL) at Continued Eligibility]; 8. Take all action necessary or required to process the application;

9. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request for extension of the application review period;
10. If an extension of the application review period is requested, report each such request to the comptroller within seven days of the decision to grant the extension; and
11. After Board action on the application, if any, transmit all necessary and required information to the comptroller, the applicant, and the appraisal district.

District Consultants On retention by the Board, District consultants, including legal counsel, shall review the application to ensure it includes all required information. District consultants shall also begin an analysis of the application, consider any legal implications of the application, draft and negotiate an appropriate revenue protection agreement, and evaluate the analyses from the comptroller and TEA on receipt.

District consultants shall be paid for services from the application fee and shall complete their analyses in time to assist the Board, as appropriate, in its initial review or final determination on the application.

**Board Action on
Application**

Completed applications may be considered for approval by the Board only after completion of the economic impact evaluation and the school facilities impact analysis and receipt of the comptroller's certification, as required by the Act.

Public Hearing

The Board's final determination on an application shall be made after a public hearing at which the Superintendent, District consultants, the applicant, and members of the public may provide input and information concerning the proposed application. The comptroller's certification shall be disclosed at the public hearing.

The public hearing shall be held at a time that allows the Board to approve or disapprove an application before the expiration of the application review period, unless the deadline has been extended.

Findings of Fact

After the public hearing, the Board shall make specific written findings as required by law. [See CCGB(LEGAL) at Approval]

**Adoption of
Agreement**

After considering the comptroller's certification, the economic impact evaluation, the school facilities impact analysis, information from District consultants, and any other relevant information, the Board may approve the application and enter into an agreement that complies with all legal requirements. [See CCGB(LEGAL) at Agreement] The Board shall also consider and adopt an agreement with the applicant to provide protection from or compensation for

any financial risks undertaken by the District in accepting the application.

**Waiver of Jobs
Requirement**

The Board may waive the new jobs creation requirement in accordance with the law. [See CCGB(LEGAL) at Waiver of New Jobs Creation Requirement] If an applicant makes a waiver request subsequent to the original application, the Board may charge the applicant a fee to cover the costs of any consultant required by the Board in making the requisite finding.

**Superintendent
Responsibilities
After Agreement**

During the term of any agreement, the Superintendent shall ensure that all reporting requirements are met in a timely manner by the District and the applicant. The Superintendent is authorized to delegate this function to District consultants.

**Statements
Regarding Conflicts
of Interest**

Each Board member and any District employee who is a local government official under Local Government Code Chapter 176 shall submit a conflict of interest statement confirming or denying the existence of a conflict of interest or a substantial business interest in each project that is the subject of an application, agreement, or amendment to an agreement with the District. Within 60 days after each Board election or the appointment of a Board member, each new Board member shall complete a statement. The completed statements shall be retained by the District with each affected application or agreement. If a conflict or substantial interest exists, the appropriate disclosure forms shall be completed and filed as required by law. [See BBFA(LEGAL)]

**Capitalization
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

~~SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL~~

CKE
(LOCAL)

**School Resource
Officers**

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

Training

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

SECURITY PERSONNEL
SCHOOL RESOURCE OFFICERS

CKEC
(LOCAL)

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
MAINTENANCE

CLB
(LOCAL)

**Integrated Pest
Management
Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time
Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized
Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

FOOD AND NUTRITION MANAGEMENT
FREE AND REDUCED-PRICE MEALS

COB
(LOCAL)

**Community
Eligibility Provision**

With funds from the federal community eligibility provision (CEP), the District shall provide regular meal service to students at no cost, as authorized by the U.S. Department of Agriculture (USDA). [See COB(LEGAL)]

Eligibility Appeals

The District shall provide a hearing process in compliance with ~~U.S. Department of Agriculture~~ (USDA) requirements for disputes about a student's eligibility for free or reduced-price meal programs. A parent or student may appeal the decision of the hearing official in accordance with FNG(LOCAL).

**Civil Rights
Complaints**

A person alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability shall be informed of the procedures and right to file a complaint with the Texas Department of Agriculture (TDA) Food and Nutrition office and the USDA. Complaints received by District personnel shall be forwarded to TDA.

INSURANCE AND ANNUITIES MANAGEMENT
UNEMPLOYMENT INSURANCE

CRF
(LOCAL)

**Reasonable
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

FACILITIES CONSTRUCTION
COMPETITIVE BIDDING

CVA
(LOCAL)

SPECIFICATIONS

Specifications

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

BID PROCESS

Bid Process

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. -Bids shall be opened at the time specified. -All interested parties shall be invited to attend the bid opening. -Any bid may be withdrawn prior to the scheduled time for opening. - Bids received after the specified time shall not be considered.

SAFETY RECORD

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION
COMPETITIVE SEALED PROPOSALS

CVB
(LOCAL)

SPECIFICATIONS

Specifications

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

PROCESS

Process

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. ~~Proposals shall be opened at the time specified.~~ All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

**WITHDRAWAL
AND LATE
PROPOSALS**

**Withdrawal and
Late Proposals**

Any proposal may be withdrawn prior to the scheduled time for opening. ~~Proposals received after the specified time shall not be considered.~~

The District may reject any and all proposals.

SAFETY RECORD

**Acceptance
Safety Record**

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~ semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any pay adjustments for individual employees, shall be determined within the approved budget following established procedures.

*Midyear Pay
Increases*

*Contract
Employees*

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements.]

*Noncontract
Employees*

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

**Pay ~~during~~ During
Closing**

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools.]

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Premium Pay
~~during~~During
Disasters

Nonexempt employees who are ~~asked~~required to work ~~during-to~~
~~mitigate the reason for~~ an emergency closing ~~for a disaster, as de-~~
~~clared by a federal, state, or local official or the Board,~~ shall be paid
at the rate of one and one-half times their regular rate of pay for all
hours worked up to 40 hours per week. All other nonexempt em-
ployees who are required to work during an emergency closing
shall be paid their regular rate of pay.

Overtime for time worked over 40 hours in a week shall be calcu-
lated and paid according to law. [See DEAB] The Superintendent
~~or designee~~ shall approve payments and ensure that accurate time
records are kept of actual hours worked during emergency clos-
ings.

ADMISSIONS

FD
(LOCAL)

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present an authorization form provided by the District and consistent with Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for an authorization form and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.
	The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.
Grade-Level Placement	The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, pri-
Accredited Schools	

ADMISSIONS

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vate, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited
Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas
Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or
Nonaccredited
Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see
FEA(LOCAL).]

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Minimum Standards

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

**Reporting
Procedures**

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

STUDENT WELFARE
FREEDOM FROM BULLYING

FFI
(LOCAL)

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
Notice of Report	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
Prohibited Conduct	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
Investigation of Report	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
Concluding the Investigation	Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation. The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

STUDENT WELFARE
FREEDOM FROM BULLYING

FFI
(LOCAL)

District Action	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Bullying</i>	
<i>Discipline</i>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action. The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
<i>Improper Conduct</i>	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
Appeal	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
Records Retention	Retention of records shall be in accordance with CPC(LOCAL).
Access to Policy and Procedures	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: J.2

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: June 26, 2023

Agenda Item: J.3

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: June 26, 2023

Agenda Item: J.4

Board Goal: Board/Staff/Community Relations

Subject: May 31, 2023 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 BOARD OF TRUSTEES

Date: June 26, 2023

Agenda Item: J.5

Board Goal: Board/Staff/Community Relations

Subject: Quarterly Investment Report for the 3rd Quarter of 2022-2023 Fiscal Year

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 - CDA

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Board Policy CDA(LEGAL) Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period.

D. Summary:

☒ Previous board action relating to this item - Quarterly

☐ Future action anticipated -

☐ Background information – Quarterly Investment Report is attached

E. Administrative Recommendation:

There is no recommendation for this agenda item. This item is presented for information only.