

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the Hays Consolidated Independent School District will be held on March 18, 2024 beginning at 5:30 PM at the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

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

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

- A. CALL TO ORDER: Establish a quorum
- B. CLOSED SESSION
 - 1. Deliberation regarding safety and security, including safety personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076
 - 2. Superintendent's Formative Evaluation - Quarterly Progress Report on the Board and Superintendent Goals, pursuant to Tx. Gov't Code Section 551.074
- C. RECONVENE IN OPEN SESSION - immediately following Closed Session
- D. PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS
 - United States Flag Pledge:
I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.
 - Texas Flag Pledge:
Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
- E. MISSION STATEMENT
 - The mission of Hays CISD is to educate, value, and nurture students through innovative and personalized educational experiences while celebrating our diversity.
- F. SOCIAL CONTRACT
 - The Board will:
 - Serve as District Ambassadors
 - Assume Positive and Noble Intentions
 - Collaborate as a Team and Respect the Body Corporate
 - Promote Discussion and Value Each Other's Perspectives
 - Be Professional
- G. SUPERINTENDENT REPORT
- H. PUBLIC FORUM

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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 at the entrance to the Boardroom 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 consents to the online publication of their comments.

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	** 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 constructed Hays CISD Academic Support Center
Official Board of Trustees information may be obtained at www.hayscisd.net***

Q. ADJOURN

This notice was posted in compliance with the Texas Open Meetings act on: Friday, March 8, 2024 at 2:30 PM

EXCEPTIONS FOR CLOSED MEETINGS	The Board may conduct a closed meeting for the purpose described in the following provisions.
ATTORNEY CONSULTATION	1. The Board may conduct a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings. <i>Gov't Code 551.071</i> [See BE for permissible methods of communication for attorney consultations.
REAL PROPERTY	2. The Board may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.072</i>
PROSPECTIVE GIFT	3. The Board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the District if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.073</i>
PERSONNEL MATTERS	4. The Board is not required to conduct an open meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, the Board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. <i>Gov't Code 551.074</i> The closed meeting exception for personnel matters does not apply when the Board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when the Board discusses a class or group of employees, not a particular employee. <i>Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)</i>
EMPLOYEE-EMPLOYEE COMPLAINTS	The Board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a District employee by another employee and the complaint or charge directly results in the need for a hearing. However, the Board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. <i>Gov't Code 551.082</i>
STUDENT DISCIPLINE	5. The Board is not required to conduct an open meeting to deliberate in a case involving discipline of a public school child. However, the Board may not conduct a closed meeting for this purpose if the child's parent or guardian makes a written request for an open hearing. <i>Gov't Code 551.082</i>
PERSONALLY IDENTIFIABLE STUDENT INFORMATION	6. The Board is not required to conduct an open meeting to deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation. Directory information about a public school student is considered to be personally identifiable information about the student for this purpose only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed the District that the directory information should not be released without prior consent. [See FL] This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age. <i>Gov't Code 551.0821</i>
MEDICAL OR PSYCHIATRIC RECORDS	7. A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate: <ul style="list-style-type: none">a. The medical records or psychiatric records of an individual applicant for a benefit from the plan; orb. 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: <ul style="list-style-type: none">a. The deployment, or specific occasions for implementation, of security personnel or devices; orb. 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: <ul style="list-style-type: none"> 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: March 18, 2024

Agenda Item: G

Board Goal: 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: March 18, 2024

Agenda Item: H

Board Goal: 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 consents to the online publication of their comments.

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

Date: March 25, 2024

Agenda Item: I

Board Goal: Student Achievement

Subject: Campus Recognition – Kyle Elementary School

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Dr. Michael Watson, Deputy Academic Officer
Shawn Maxwell, Kyle Elementary School Principal

- A. Purpose of Agenda Item:
 Action needed Information only Receive input
- B. Authority for This Action:
 Local Policy Law or Rule N/A
- C. Goal or Need Addressed:
The purpose of this agenda item is to recognize one of our campuses.
- D. Summary:
 Previous board action relating to this item –
 Future action anticipated –
 Background information –Beginning January 2022, our district would like to recognize a campus each month for their academic achievement, student programs and their parental/community involvement.
- E. Comments Received: N/A
 Cabinet DLT FBOC Teacher Org. Reps. Other:
- F. Administrative Recommendation:
The administration is not making a recommendation on this item as it is only informational.
- G. Fiscal Impact and Cost: Total Amount: \$0.00
 Budget – General Operating Fund Bond 2021 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 —Dr. Michael Watson, Deputy Academic Officer
Evaluation method and time line -
Next report to the board – Upon request.
- I. Suggested Motion:
No motion required.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 18, 2024

Agenda Item: J

Board Goal: Student Achievement

Subject: Student Achievement Report: Results-Driven Accountability (RDA) Report, PK Update, and CBA Data

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Michelle Velasquez, Executive Officer of SPED
Stephanie Norris, Federal Programs Director
Patricia Melgar-Cook, Multilingual Director
Debbie Brown, Academic Support Services Director
Kevin Malandruculo, Director of Assessment and Accountability

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 the Board with an overview of the Results-Driven Accountability (RDA) report
- Provide the Board with a Pre-Kindergarten (PK) Update
- Provide the Board with a Curriculum Based Assessment (CBA) update

D. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information –

- Results-driven Accountability (RDA): This report is to communicate our performance and program effectiveness in the areas of special education (SPED), bilingual education/English as a second language/emergent bilingual (BE/ESL/EBS), and other special populations (OSP).
- PK Update (Letters and Sounds): At the beginning of each year, the district assesses letter names/sounds to obtain a baseline of our PK students' knowledge and teachers progress monitor throughout the year.
- Each year, our students take Curriculum Based Assessments (CBA) to track academic performance prior to the STAAR.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other – Various C&I Directors

F. Administrative Recommendation:

No recommendation is needed. This agenda item is presented for information only.

Advantages/benefits of this proposal

Expected results in terms of student benefit/achievement – Imperative to formally monitor the district's services and programs throughout the year for program effectiveness.

Possible problems or disadvantages of this proposal -

Affect of this action on other parts of the system -

Consequences of not approving recommendation –

G. Fiscal Impact and Cost: Amount: N/A
 Budget Bond Grant/Special Funds Other
Prior Year Spending -
Future/Ongoing -

H. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action --Marivel Sedillo, DS/CAO
Evaluation method and time line – C&I and campus administrators will monitor the district's academic programs, which include Special Education, PK, Multilingual and Federal Programs to yield greater results.
Next report to the board –

I. Suggested Motion:
No action needed.

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

Date: March 25, 2024

Agenda Item: K

Board Goal: 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. Budget Amendments

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: March 25, 2024

Agenda Item: K.1

Board Goal: 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 February 20, 2024 agenda workshop meeting, the special meeting on February 26, 2024 and the February 26, 2024 business meeting are presented for approval

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

The Superintendent recommends the Board approve minutes from the February 20, 2024 agenda workshop meeting, the special meeting on February 26, 2024 and the February 26, 2024 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 February 20, 2024 agenda workshop meeting, the special meeting on February 26, 2024 and the February 26, 2024 business meeting, as presented.

Minutes of Regular Meeting February 20, 2024

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 Tuesday, February 20, 2024 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 Vice President, Raul Vela, called the meeting to order at 5:30 PM. All Board Members were present with the exception of Board President Will McManus.

CLOSED SESSION

The Board adjourned to Closed Session at 5:30 PM to consult with legal counsel related to subject matters permitted by law, pursuant to Tx. Gov't Code Section 551.129, and to deliberate regarding safety and security, including safety personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:10 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

Trustee Vanessa Petrea read the Hays CISD Board of Trustees Mission Statement.

SOCIAL CONTRACT

Trustee Johnny Flores read the Hays CISD Board of Trustees Social Contract.

STUDENT ACHIEVEMENT REPORT

Deputy Academic Officer Jesus Gomez introduced Director of Athletics Lance Moffett. Mr. Moffett introduced coaches from various campuses who attended the meeting, and presented slides to the Board of Trustees. Mr. Moffett engaged in conversation with the Board of Trustees in response to feedback from the presentation. Deputy Academic Officer David Pierce introduced Assistant Director of Fine Arts Jason Adam. Mr. Adam presented slides to the Board of Trustees, and engaged in conversation with the Board of Trustees in response to feedback from the presentation.

SUPERINTENDENT REPORT

Superintendent Dr. Eric Wright provided an update on enrollment, 23,523 students; 82 students above the demographer's prediction. Dr. Wright provided information on the attendance percentage of 93.08%. He provided information regarding 83% participation in the 100% Hays initiative. Dr. Wright stated that the Hays Education Foundation was able to provide \$87k in grants earlier that day. Early voting will take place from February 20th through March 1st. The general election is scheduled for March 5th. Dr. Wright presented slides to the Board of Trustees regarding the move-in plan for the new Hays Academic Support Center building. Dr. Wright responded to feedback from Board Secretary Courtney Runkle and Board Vice President Raul Vela.

PUBLIC FORUM

There were two guests present from the public wishing to address the Board of Trustees. Each speaker was given five minutes to address the Board. W. Daniel Hancock addressed the Board regarding PARS contributions by substitute/guest teachers. Joshua Bedwell addressed the Board regarding a request to add preferred names and pronouns to District student records.

CAMPUS RECOGNITION

This agenda item is scheduled for presentation at the February 26, 2024 Board meeting.

CONSENT AGENDA

Minutes of Board of Trustees Meetings

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

Contracts, MOUs and Agreements

Consideration and possible approval of Staff Development Waivers for the 2023-2024, 2024-2025, and the 2025-2026 school years

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

Consideration and possible approval of a Resolution Ratifying and Adopting New Election Equipment used in Travis County

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.

ACTION ITEMS

Consideration and possible approval of the purchase of Extreme Wireless for District Wide Campus Wireless Network Upgrade – Converge One

Board Vice President Raul Vela introduced this agenda item. Chief Technology Officer Alan Duerr engaged in dialog with Trustee Johnny Flores in response to questions and feedback regarding this agenda item.

Consideration and possible approval of Construction Documents (CD) and Guaranteed Maximum Price (GMP) 2 for 2023 Bond Bid Package 1 – Ramage Elementary School

Board Vice President Raul Vela introduced this agenda item. Chief Operations Officer Max Cleaver referenced the Bond Look-Ahead document shared with the Board of Trustees. Jason Andrus of Huckabee Architects presented slides of drawings. Mr. Cleaver responded to questions and feedback from Trustee Vanessa Petrea and Trustee Byron Severance

Consideration and possible approval of Guaranteed Maximum Price (GMP)2 and Construction Document (CD) Estimates to-date for 2023 Bond Bid Package 2 for Improvements at Johnson High School

Board Vice President Raul Vela introduced this agenda item. Chief Operations Officer Max Cleaver provided detailed information regarding supporting documents. Jason Andrus of Huckabee Architects presented slides of drawings to the Board of Trustees. There were no questions from the Board of Trustees regarding this agenda item.

Consideration and possible approval of Construction Documents (CD) and Guaranteed Maximum Price (GMP) 2 for 2023 Bond Bid Package 5 for Improvements at Dahlstrom Middle School and Wallace Middle School

Board Vice President Raul Vela introduced this agenda item. Chief Operations Officer Max Cleaver introduced Jarrod from O'Connell Robertson Architects as well as architects from Jackson Construction who were present to provide detail if needed. Mr. Cleaver provided detail and explained reasoning for over-budget status. Jarrod w/ OCR reviewed drawings with the Board. Mr. Cleaver responded to questions and feedback from Trustees Vanessa Petrea and Byron Severance.

Consideration and possible approval of the Design-to-Date (DD) and Guaranteed Maximum Price (GMP) 2 for 2023 Bond Bid Package 6 for Improvements at Kyle Elementary, Tom Green Elementary, Elm Grove Elementary, Hemphill Elementary, Fuentes Elementary, Pfluger Elementary and Simon Middle School Board Vice President Raul Vela introduced this agenda item. Chief Operations Officer Max Cleaver provided details of the supporting documents to the Board of Trustees while Jarrod with O'Connell Robertson Architects reviewed drawings. Mr. Cleaver engaged in conversation in response to questions and feedback from Trustees Byron Severance and Johnny Flores.

INFORMATION ITEM

First Reading of Proposed Revisions to Local Policy CCA

Board Vice President Raul Vela introduced the agenda item to begin discussions. Chief Financial Officer Randy Rau addressed the Board of Trustees to provide detail to support the proposed revisions. Mr. Rau engaged in conversation regarding further revisions with Trustee Vanessa Petrea, Board Secretary Courtney Runkle, Trustee Byron Severance, Trustee Johnny Flores and Trustee Esperanza Orosco. Dr. Eric Wright, Superintendent, also provided clarification.

Update on District Safety and Security Initiatives

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

Update on Bond, Construction, and Renovation Projects

Chief Operations Officer Max Cleaver received feedback and responded to questions from Trustee Johnny Flores. The topic of discussion was the ongoing artificial turf/construction project at the Lehman High School Baseball and Softball Fields.

Review and Discussion of the 2024-2025 Budget Calendar

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

Hays CISD Financial Statements

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

The Board paused for a break at 7:51pm, returning to the dais at 8:03pm

ACTION ITEM

Consideration and possible adoption of the Hays CISD Board Operating Procedures

Board Vice President Raul Vela introduced this agenda item to begin discussions. Trustees engaged in lengthy conversation reviewing each section of the document, recording suggested revisions. Revised document will be presented to the Board of Trustees at the February 26, 2024 Board meeting for final review and adoption.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

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

RECAP OF QUESTIONS

Board Secretary Courtney Runkle did not read the list of captured questions.

ADJOURN

Board Vice President Raul Vela announced that the next regular meeting is scheduled for Monday, February 26, 2024 at 5:30 PM. No further business was conducted, and the meeting was adjourned at 10:31 PM.

Minutes of Special Meeting - Hearing February 26, 2024

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, February 26, 2024 beginning at 4:30 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, Will McManus, called the meeting to order at 4:30 PM. Board Members Johnny Flores, Vanessa Petrea, Esperanza Orosco, Will McManus, Raul Vela, Courtney Runkle, and Byron Severance were present.

CLOSED SESSION

The Board adjourned to Closed Session at 4:30 PM to consult with legal counsel regarding Level III grievance appeal hearing, pursuant to Tx. Gov't Code Sec 551.071 and 551.074.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 4:44 PM.

PUBLIC FORUM

There was no one present from the public wishing to address the Board of Trustees.

CLOSED SESSION

The Board adjourned to Closed Session at 4:45 PM to conduct Level III grievance appeal hearing per Board Policy DGBA (Local), pursuant to Tx. Gov't Code Sec 551.074 and 551.082.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:08 PM.

ACTION ITEMS

Consideration and possible action, if any, resulting from Closed Session

Discussion and possible action on Level III grievance hearing in connection with DGBA (Legal) and (Local)

Board President Will McManus introduced the agenda item. Trustee Esperanza moved that the Board grant the grievance as presented, and the employee's pay be adjusted to the midpoint for special education paraprofessionals retroactive to the beginning of the 23-24 school year. I further move that the Administration develop a plan for addressing pay inequities within the pay scale for special education paraprofessional employees, and present that plan at the next Board meeting for action. Board Vice President Raul Vela seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

ADJOURN

Board President Will McManus announced that the hearing was concluded, and the meeting was adjourned at 6:09 PM.

Minutes of Regular Meeting February 26, 2024

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, February 26, 2024 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, Will McManus, called the meeting to order at 6:21 PM. All Board Members were present.

CLOSED SESSION

The Board adjourned to Closed Session at 6:21 PM 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 7:00 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

Board Secretary Courtney Runkle read the Hays CISD Board of Trustees Social Contract.

SUPERINTENDENT REPORT

Superintendent Dr. Eric Wright congratulated Board President Will McManus on the birth of his granddaughter. Dr. Wright also provided an update on enrollment, 23,544 students; with an attendance rate of 93%. Dr. Wright announced his upcoming trip to Washington D.C. at the invitation of Senator John Cornyn to continue spreading awareness of the dangers of fentanyl at the national level. Dr. Wright gave praise to Mr. Tim Savoy, Chief Communication Officer and Ms. Jeri Skrocki, Chief Safety and Security Officer, for their continued efforts on fighting fentanyl. Board President Will McManus praise Dr. Wright for his leadership in this area.

PUBLIC FORUM

There was no one present from the public wishing to address the Board of Trustees.

CAMPUS RECOGNITION

Dr. Michael Watson, Deputy Academic Officer, introduced Principal Doug Agnew of Live Oak Academy. Mr. Agnew presented a slideshow presentation to the Board of Trustees. Mr. Agnew received feedback and engaged in conversation regarding questions from the Board of Trustees.

CONSENT AGENDA

There were no items requested to be pulled from the Consent agenda. Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the consent agenda, as presented. Trustee Vanessa Petrea moved and Trustee Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Minutes of Board of Trustees Meetings

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

Contracts, MOUs and Agreements

Consideration and possible approval of Staff Development Waivers for the 2023-2024, 2024-2025, and the 2025-2026 school years

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

Consideration and possible approval of a Resolution Ratifying and Adopting New Election Equipment used in Travis County

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.

ACTION ITEMS

Consideration and possible action, if any, resulting from Closed Session

Consideration and possible approval of the Superintendent's recommendation to contractually employ the Director of Bands at Johnson High School, and the Director of Construction and Planning

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ the Director of Bands at Johnson High School, and the Director of Construction and Planning, as discussed. Trustee Esperanza Orosco moved and Trustee Vanessa Petrea seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0. Dr. Eric Wright, Superintendent, introduced Joe Alexander as the Director of Construction and Planning. He also introduced Ms. Joni Perez as the Director of Bands for Johnson High School.

Consideration and possible adoption of Proposed Revisions to Local Policy CCA

Board President Will McManus introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees adopt the proposed revisions to Local Policy CCA, as presented. Board Secretary Courtney Runkle moved and Trustee Johnny Flores seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of the purchase of Extreme Wireless for District Wide Campus Wireless Network Upgrade – Converge One

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the purchase of the Extreme Wireless network upgrade from Converge One, for an amount not to exceed \$2,143,354, as presented. Trustee Esperanza Orosco moved and Board Vice President Raul Vela seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of Construction Documents (CD) and Guaranteed Maximum Price (GMP) 2 for 2023 Bond Bid Package 1 – Ramage Elementary School

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the construction documents for the 2023 Bond Bid Package 1 – Ramage Elementary, designed by Huckabee Architects, and approve GMP 2 from Bartlett Cocke not to exceed

\$40,848,027, as presented. Trustee Esperanza Orosco moved and Trustee Johnny Flores seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of Guaranteed Maximum Price (GMP)2 and Construction Document (CD) Estimates to-date for 2023 Bond Bid Package 2 for Improvements at Johnson High School

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve GMP 2 for 2023 Bond Bid Package 2 for improvements at Johnson High School, from Core Construction in an amount not to exceed \$3,737,331, and approve their CD estimates to-date, as designed by Huckabee Architects, for an amount not to exceed \$40,534,654, as presented. Trustee Esperanza Orosco moved and Trustee 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 Construction Documents (CD) and Guaranteed Maximum Price (GMP) 2 for 2023 Bond Bid Package 5 for Improvements at Dahlstrom Middle School and Wallace Middle School

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the construction documents, designed by O'Connell Robertson Architects and the guaranteed maximum price from Jackson Construction, for an amount no to exceed \$10,745,003, for 2023 Bond Bid Package 5 for improvements at Dahlstrom Middle School and Wallace Middle School, as presented. Trustee Esperanza Orosco moved and Trustee Byron Severance seconded the motion. There were no further questions, and the motion passed with a vote of 7-0.

Consideration and possible approval of the Design-to-Date (DD) and Guaranteed Maximum Price (GMP) 2 for 2023 Bond Bid Package 6 for Improvements at Kyle Elementary, Tom Green Elementary, Elm Grove Elementary, Hemphill Elementary, Fuentes Elementary, Pfluger Elementary and Simon Middle School

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the design-to-date for 2023 Bond Bid Package 6 for improvements at Kyle Elementary, Tom Green Elementary, Elm Grove Elementary, Hemphill Elementary, Fuentes Elementary, Pfluger Elementary, and Simon Middle School as designed by O'Connell Robertson Architects, and GMP 2 provided by Jackson Construction in the amount not to exceed \$7,593,858, as presented. Trustee Esperanza Orosco moved and Board Vice President Raul Vela seconded the motion. Max Cleaver, Chief Operations Officer, responded to a final question for clarification from Trustee Byron Severance. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible adoption of Hays CISD Board Operating Procedures

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees adopt the Board Operating Procedures, as presented. Trustee Esperanza Orosco moved and Trustee Johnny Flores seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

INFORMATION ITEM

Update on District Safety and Security Initiatives

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

Update on Bond, Construction, and Renovation Projects

Board President Will McManus introduced the agenda item to begin discussions. In reference to the topic of the Lehman High School Baseball and Softball turf installation, Max Cleaver, Chief Operations Officer, engaged in conversation in response to questions from Trustee Johnny Flores, Trustee Byron Severance, Trustee Esperanza Orosco, Board Vice President Raul Vela, Trustee Vanessa Petrea, Board Secretary Courtney Runkle, and Board President Will McManus.

Review and Discussion of the 2024-2025 Budget Calendar

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

Hays CISD Financial Statements

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

CLOSED SESSION

The Board adjourned to Closed Session at 7:42 PM 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 9:32 PM.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Trustee Esperanza Orosco made a request to add an agenda item providing a comprehensive plan for equity adjustments, addressing all classes of employees. Trustee Johnny Flores requested a report on the current state of the substitute pool.

RECAP OF QUESTIONS

Board Secretary Courtney Runkle did not read the list of captured questions.

ADJOURN

Board President Will McManus announced that the next regular meeting is scheduled for Monday, March 18, 2024 at 5:30 PM. No further business was conducted, and the meeting was adjourned at 9:34 PM.

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

Date: March 25, 2024

Agenda Item: K.2

Board Goal: Finance

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 2023-2024 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 retro-active budget amendment to Child Nutrition, as presented.

F. Fiscal Impact and Cost: Amount:

Budget (See attached detail) Bond Grant/Special Funds Other

G. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision: Randy Rau

H. Suggested Motion:

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

BUDGET AMENDMENT 7 – March 25, 2024

RECOMMENDATION:

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

BACKGROUND INFORMATION:

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

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

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

ADMINISTRATIVE CONSIDERATIONS:

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

Cross Function Transfer Summary

Description	Increase (Decrease)
11 - Instruction	\$ (598)
12 - Instructional Resources and Media Services	\$ 0
13 - Instructional Staff Development	\$ 1,383
21 - Instructional Administration	\$ 0
23 - Campus Administration	\$ 150
31 - Guidance and Counseling Services	\$ 0
32 - Social Work Services	\$ 0
33 - Health Services	\$ 0
34 - Transportation	\$ 0
36 - Co curricular / Extracurricular	\$ (935)
41 - General Administration	\$ 0
51 - Maintenance	\$ 0
52 - Security	\$ 0
53 - Data Services	\$ 0
61 – Community Services	\$ 0
71 – Debt Service	\$ 0
81 – Facilities Acquisition & Construction	\$ 0
91 – Chapter 41 Payments	\$ 0
93 – Payments to Fiscal Agents	\$ 0
95 – Payments to JJAEP	\$ 0
99 – Other Intergovernmental Charges	\$ 0
Total Net Transfers	\$ 22
	\$0

REQUESTS for Re-APPROPRIATIONS:

General Operating Fund:

New appropriations requested for proceeds received from the tech protection plan. Amounts are “re-budgeted” to purchase new technology.

General Operating Fund Re-Appropriations Summary			
Description	Official Budget	Increase/ (Decrease)	Amended Budget
<u>Revenues:</u>			
199-00-7912-00-925-00-0-0	\$ 0	\$ 81,110	\$ 81,110
Total	\$ 0	\$ 81,110	\$ 81,110
<u>Expenditures:</u>			
199-53-6399-DP-925-99-4-0	\$ 0	\$ 81,110	\$ 96,868
Total	\$ 0	\$ 81,110	\$ 96,868
Total Net Appropriations (Revenues minus Expenditures)		\$ 0	

ACTION REQUIRED

Board Approval

SUPPORT INFORMATION

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

Hays Consolidated Independent School District
Budget Amendment 7 Support Information
for the Fiscal Year Ending June 30, 2024

Budget Amendment #7 Support:

<u>Account</u>	<u>Function</u>	<u>Location</u>	<u>Amount</u>	<u>User ID</u>	<u>Status</u>	<u>Original Period</u>	<u>New Period</u>	<u>JE #</u>	<u>New JE #</u>	<u>Reason</u>
199-11-6399-PR-005-24-3-0-	11	005	\$ (146.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6499-PR-001-24-3-0-	11	001	\$ (160.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6494-PR-699-24-3-0-	11	699	\$ (3,280.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6399-PR-001-24-3-0-	11	001	\$ (1,001.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6398-PR-001-24-3-0-	11	001	\$ (4.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6299-PR-001-24-3-0-	11	001	\$ (82.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6499-CC-005-24-3-0-	11	005	\$ (175.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6495-CC-005-24-3-0-	11	005	\$ (88.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6494-CC-005-24-3-0-	11	005	\$ (151.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6417-CC-005-24-3-0-	11	005	\$ (96.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6398-CC-005-24-3-0-	11	005	\$ (258.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6299-CC-005-24-3-0-	11	005	\$ (726.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6295-CC-005-24-3-0-	11	005	\$ (298.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6112-CC-005-24-3-0-	11	005	\$ (8.00)	gotcheya	Pending	8		428		More funds needed for professional development.
199-13-6411-CC-001-24-3-0-	13	001	\$ 6,473.00	gotcheya	Pending	8		428		More funds needed for professional development.
199-11-6399-00-112-11-1-0-	11	112	\$ (150.00)	penab	Pending	8		746		Budget in wrong function
199-23-6399-00-112-99-1-0-	23	112	\$ 150.00	penab	Pending	8		746		Budget in wrong function
199-11-6112-00-942-11-3-0-	11	942	\$ 5,000.00	lopezo	Pending	8		765		More funds needed for substitutes for PD training.
199-13-6295-00-942-99-3-0-	13	942	\$ (5,000.00)	lopezo	Pending	8		765		More funds needed for substitutes for PD training.
182-11-6399-35-006-11-1-0-	11	006	\$ 1,025.00	mendezt	Pending	8		1058		More funds needed for dance supplies.
182-13-6411-35-006-99-1-0-	13	006	\$ (90.00)	mendezt	Pending	8		1058		More funds needed for dance supplies.
182-36-6412-35-006-99-1-0-	36	006	\$ (781.00)	mendezt	Pending	8		1058		More funds needed for dance supplies.
182-36-6498-35-006-99-1-0-	36	006	\$ (154.00)	mendezt	Pending	8		1058		More funds needed for dance supplies.

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

Date: March 25, 2024

Agenda Item: L.1

Board Goal: Board Matter

Subject: Conduct an Election for Place 4 of the Education Service Center, Region 13 Board

Administrator Responsible/Position: Will McManus, Board President

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy Law or Rule: TAC 53.1001 N/A

C. Goal or Need Addressed:

Members of the board of directors are elected by the local school boards in each region.

D. Summary:

- Previous board action relating to this item –
 Future action anticipated –
 Background information – There is one contested position on the board of directors at Region 13 Education Service Center. The election process is directed by Texas Administrative Code, 53.1001 Board of Directors. In summary it reads as follows:

“Members of the board if directors are elected by the local school boards in each region...

Any eligible person wishing to seek election to the ESC board shall file at the headquarters office of the center in person or by certified mail between February 1 and February 20.

A ballot shall be developed and submitted to local school boards in the region by March 1. Each local school board member shall have one vote for each vacancy on the board.

Completed ballots shall be returned ... by April 5th.”

The following three positions are up for election this year:

- **Place 1**
 - Laura Joseph – Incumbent, running unopposed. **No election is necessary for Place 1.**
- **Place 4**
 - Pari Whitten (Incumbent)
 - J. Frank Smith, PhD
- **Place 7**
 - Erwin A. Sladek – Incumbent, running unopposed. **No election is necessary for Place 7.**

- E. Comments Received:**
 Cabinet DLT FBOC Teacher Org. Reps. Other:
- F. Administrative Recommendation:**
Board Matter – no administrative recommendation
- G. Fiscal Impact and Cost: Total Amount: N/A**
 Budget – General Operating Fund Bond Grant/Special Funds Other
Prior Year Spending – N/A
Future/Ongoing – N/A
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Board Matter
Evaluation method and time line -
Next report to the board -
- I. Suggested Motion:**
Board Matter

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

Date: March 25, 2024

Agenda Item: L.2

Board Goal: Community Relations

Subject: Consideration and possible adoption of a Resolution Nominating Dr. Eric Write for the TASB Superintendent of the Year Award

Administrator Responsible/Position: Tim Savoy, Chief Communication Officer

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

Authority is granted in the Board's local policy to create and adopt resolutions.

C. Goal or Need Addressed:

To recognize Dr. Eric Wright for his outstanding leadership.

D. Information:

It is a goal of the Hays CISD Board of Trustees for the 2023-2024 school year to nominate Superintendent Dr. Eric Wright for the prestigious honor of being named the TASB Superintendent of the Year. One of the required components of the nomination packet is to include a resolution from the Board of Trustees. This resolution meets that component.

E. Administrative Recommendation:

It is the recommendation of administration to adopt the resolution.

F. Monitoring and Reporting Time Line:

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

G. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the resolution nominating Dr. Eric Wright to receive the TASB superintendent of the year award, as presented.



Hays Consolidated Independent School District
Hays, Travis, and Caldwell Counties, Texas

A RESOLUTION NOMINATING DR. ERIC WRIGHT FOR THE TEXAS ASSOCIATION OF SCHOOL BOARDS SUPERINTENDENT OF THE YEAR

WHEREAS, Dr. Eric Wright has served as the superintendent of schools for Hays Consolidated Independent School District since January 2018, which is more than three years; is a member of the Texas Association of School Administrators (TASA); is in a district whose board is an active Texas Association of School Boards (TASB) member; is certified and meets the State Board for Educator Certification (SBEC) continuing professional education requirements, and will be an active superintendent at the time of the next txEDCON; and

WHEREAS, During his 36-year career as an educator in Texas, including more than half of that time as a superintendent of schools, Dr. Eric Wright has and continues to display exemplary and visionary leadership toward improving student performance, strong leadership skills, dedication to improving the quality of education in the district, and is committed to public support and involvement in education; and

WHEREAS, Education is in Dr. Eric Wright’s DNA, having a father who was a retired public school superintendent, a mother who is a retired public school nurse, and a spouse who is a retired public school principal and academic leader; and

WHEREAS, Dr. Eric Wright, as the longest-serving superintendent in the district in a quarter of a century, has provided essential stability in a rapidly growing district during some of the most challenging times in history for public school educators; and

WHEREAS, Dr. Eric Wright’s unwavering mission is to ensure that every student feels empowered, has opportunities to pursue interests, is equipped for success, has outlets for creative expression, develops a strong foundation in fundamental skills, feels a sense of belonging and inclusion, and is prepared for life beyond graduation;

NOW, THEREFORE, BE IT RESOLVED:

The Board of Trustees for the Hays Consolidated Independent School District proudly and enthusiastically nominates Dr. Eric Wright, superintendent of schools, for his exemplary and visionary leadership toward improving student performance in our schools, to be considered for the prestigious honor of being named the Texas Association of School Boards Superintendent of the Year.

ADOPTED THIS 25th DAY OF MARCH 2024

Will McManus, President of the Board of Trustees

Raul Vela, Jr., Vice President

Courtney Runkle, Secretary

Johnny Flores, Trustee

Byron Severance, Trustee

Esperanza Orosco, Trustee

Vanessa Petrea, Trustee

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

Date: March 25, 2024

Agenda Item: L.3

Board Goal: Community Relations

Subject: Consideration and possible approval of an Interlocal Agreement with the Lower Colorado River Authority

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. Goal or Need Addressed:

The purpose of the agenda item is to approve a new Interlocal Agreement (ILA) with the Lower Colorado River Authority (LCRA). This new Interlocal Agreement will replace our previous agreement with LCRA. This agreement will support our continued partnership and agreement with LCRA for two-way radio services and also allow us to work with LCRA and an approved vendor to evaluate our two-way radio signal strength across the district and to undertake corrective action to increase signal strength inside district buildings.

D. Summary:

Previous board action relating to this item –

Future action anticipated –

Background information – The current interlocal agreement (ILA) with Lower Colorado River Authority (LCRA) has been in place since 2005. This new ILA will support Hays CISD’s continued partnership with LCRA with regard to two-way radio service. Hays CISD and local emergency first responder agencies contract with LCRA for two-way radio service. These two-way radios often require additional amplification from Bi-Directional Amplifiers (BDAs) or Distributed Antenna Systems (DAS) to perform optimally when used inside buildings. This Interlocal Agreement will allow LCRA to identify and contract with a vendor to provide an evaluation of LCRA two-way radio performance within our school buildings across the district. This written report will allow the district to undertake corrective action including tuning or repairing currently installed BDAs and installing new BDAs to increase two-way radio performance across the district. Safety grant funds were awarded by the TEA to Hays CISD for this purpose and will be used to fund this evaluation as well as the BDA related corrective action determined to be necessary by LCRA, Hays CISD, and local first responders.

E. Scope of Options Reviewed:

Interlocal Agreement between LCRA and Hays CISD

Reasons for rejecting alternatives: LCRA is the provider of our two-way radios and previously purchased BDAs.

F. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other: Safety and Security

G. Administrative Recommendation:

The administration recommends approval of this interlocal agreement with the LCRA.

- H. Fiscal Impact and Cost: Total Amount: \$5,000** - estimate for the two-radio signal and BDA analysis and evaluation report. Estimated Cost for the BDA upgrades will be determined by the evaluation report. Hays CISD will continue to pay radio usage fees and purchase additional or replacement two-way radios from LCRA.
- Budget – General Operating Fund** **Bond** **Grant/Special Funds** **Other**
- Prior Year Spending** – \$0 for this BDA evaluation and upgrade project. \$82,472.57 spent on LCRA Telecommunication projects in 2022-2023
- Future/Ongoing** – The BDA evaluation and related upgrades will be a one-time cost using Safety Grant Funds. Maintenance, upgrades, and usage fees to the installed BDAs and district purchased LCRA two-way radios will be an on-going cost and may be funded with General Operating Fund and/or Bond funds depending upon the expenditure.
- I. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Jeri Skrocki, Chief Safety and Security 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 Interlocal Agreement between the LCRA and Hays CISD, as presented.

**INTERLOCAL COOPERATION AGREEMENT
FOR RADIO SERVICES AND EQUIPMENT
BETWEEN HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and Hays Consolidated Independent School District ("**USER**"), a Texas local government, to be effective for all purposes as of March 26, 2024 (the "**Effective Date**"). (LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement, transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment, as more specifically set

out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Radio Services (as defined below) on LCRA's Trunked Radio System on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for LCRA to provide Services (as defined below) and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of Services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of Services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments ("**Radio Services**"), in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to Radio Services provided hereunder may require modification of system parameters, which will be subject to Additional Service (as defined below) charges as set forth in a separate quote, proposal, or estimate. Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS FOR RADIO SERVICES

2.1 RADIO SERVICES. USER may select from the menu of Radio Services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the Radio Services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All Radio Service fees to be paid to LCRA by User are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System.

2.3 ADDITIONAL SERVICES. In addition to the Radio Services described above, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement ("**Additional Services**") (Additional Services together with Radio Services, are referred to herein as the "**Service**" or "**Services**"). These Additional Services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. The cost of equipment User has agreed to purchase shall be set forth in the respective quote, proposal or estimate sent by LCRA to USER and duly executed by an authorized USER representative.

3. SERVICE RATES, CHARGES AND TERMS

3.1 Radio Service

3.1.1 LCRA shall provide the Radio Services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) at the rates and charges shown therein. The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) shall include: (i) USER's monthly Radio Service fee for use of the Trunked Radio System, and (ii) rates and charges for optional features. USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.

3.1.2 It is agreed that LCRA may at any time modify the fees and rates included in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the modified amount at least sixty (60) days in advance of the date on which the modified fees are to become effective. However, during the Initial Term (as defined below), fees and costs for Radio Service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.2 Additional Services

3.2.1 The charges, costs and fees for Additional Services shall be set out on separate quotes, proposals or estimates to be sent by LCRA to USER.

3.3 Invoicing. The monthly Radio Service fee associated with USER's access to the Trunked Radio System shall be invoiced at the end of each monthly billing cycle (the "**Monthly Radio Service Invoice**"). LCRA may also include on a Monthly Radio Service Invoice any fees, charges or costs for Additional Services provided by LCRA to USER. However, Additional Services may be invoiced separately from the Monthly Radio Service Invoice. Payment for any invoice sent by LCRA to USER under this Agreement (whether that is a Monthly Radio Service Invoice, a separate invoice for Additional Services, an invoice containing both, or other) shall be due within thirty (30) days of receipt of such invoice by USER. Late payments shall be subject to interest or reasonable service charges. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act. Any disputes related to invoiced amounts must be submitted by the USER to LCRA in writing within 30 days of receipt of the disputed invoice. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with such reasonable charges and costs to be determined at such time and to be set forth in a separate quote, proposal or estimate that is duly executed by an authorized USER representative. At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide Radio Services to other participants on the Trunked Radio System. The provision of Radio Services to other participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional Radio Services to some or all participants. USER acknowledges that LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment or similar agreements to provide Radio Services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the "**Initial Term**"), unless automatically extended as provided below. This Agreement shall automatically extend beyond the Initial Term under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise. Additionally, USER may terminate this Agreement if USER elects not to accept the modified fees and rates proposed by LCRA under section 3.1.2 above.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.1.2 for Radio Service.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for Services provided by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with one day of Radio Service for any Radio Service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a Radio Service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by LCRA or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate Radio Service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) radio signal coverage at all times for the areas covered by the Radio Services being provided under this Agreement is both improbable and impracticable. Testing and experience with actual field conditions indicate adverse radio wave propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt Radio Services at any time. USER agrees that such events are beyond the reasonable control of LCRA, and agrees that other causes beyond the reasonable control of LCRA include, but are not limited to, motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time, though LCRA is under no obligation hereunder to provide such communication performance.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of radio signal coverage and that the inability of LCRA to provide such radio signal coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's Service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either Service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any Service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA

will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes, in which case LCRA shall provide USER written notice thereof after which USER may accept the modification or terminate this Agreement. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell Radio Service, interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or Service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or Service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

13.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA shall not be responsible or liable for any delay or failure in its performance under this Agreement to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the

fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; a slow down or labor disruptions at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak. In the event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for Radio Service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the Service may occur; and (c) any potential harm from interruptions or irregularities in the Service is speculative in nature. LCRA cannot offer the Service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA' sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the Service or transmission of Service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for Radio Service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or Service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 USER acknowledges that the Radio Service provided hereunder uses radio channels to transmit voice and data communications and that the Radio Service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.3 As between the parties and to the extent permitted by law and the Constitution of the State of Texas, USER shall be solely liable and responsible for any and all (i) claims for libel, slander, infringement or copyright arising from or related to the material, in any form, transmitted over the radio system by USER or those using USER's equipment; (ii) claims for USER's infringement of patents arising from combining or using apparatus or systems of USER with the facilities of LCRA or any carrier; and (iii) for all other claims arising out of any act or omission of USER in connection with the facilities or service provided by LCRA. This section 14.3 is not intended to impose any indemnification obligations on USER to LCRA.

14.4 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of Radio Service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

14.5 The liability of LCRA in connection with Services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such Services.

14.6 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to Services contemplated by this Agreement, neither USER nor LCRA shall make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United States Internal Revenue Code (the "**Code**"). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY; GOVERNING LAW

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. ENTIRETY OF AGREEMENT, NO ORAL AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for Service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement. The parties hereby acknowledge and agree that the Additional Interlocal Participant Agreement, dated as of August 3, 2005, by and between the parties (the "**Existing Radio Agreement**") shall terminate effective as of the Effective Date and that this Agreement shall supersede and replace the Existing Radio Agreement in its entirety. The parties also acknowledge and agree that the Interlocal Agreement for Telecommunications Service dated January 15, 1997 shall no longer apply to USER.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the Services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and Services.

21. Confidentiality

21.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained for from the other Party that is identified as confidential information ("**Confidential Information**"). Confidential Information shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of this Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information

shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

Notwithstanding anything to the contrary herein, if a separate non-disclosure agreement or confidentiality agreement ("**NDA**"), between the Parties exists and applies to confidential information related to or arising from this Agreement the provisions of such NDA shall govern with respect to the confidentiality obligations of the Parties.

22. INTERLOCAL CERTIFICATION

22.1 The Parties certify that (1) the Services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the Services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

23. CRITICAL INFRASTRUCTURE RESTRICTIONS

23.1 "**Critical Infrastructure**" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

"**Designated Country**" means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

"**Restricted Entity**" means an entity:

Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;
- A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or
- Headquartered in a Designated Country.

Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, User represents and warrants that it is not a Restricted Entity.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER

Hays Consolidated Independent School District:

By: _____

Name: _____

Title: _____

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

Date: March 25, 2024

Agenda Item: L.4

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Barbering Equipment and Supplies for Hays High School CTE – Kaemark

Administrator Responsible/Position: **Marivel Sedillo, Deputy Superintendent / Chief Academic Officer**
Suzi Mitchell, Director of Career & Technical 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:

The purpose of this agenda item is to approve purchases of barber chairs, wet stations, and manicure tables from Kaemark

D. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information – On October 18, 2023, our CTE Director, Mrs. Mitchell presented the CTE 10-year plan to the FBOC. During this meeting, FBOC members responded positively to the idea of adding Barbering at HHS based on student interest. Adding this program at HHS will afford all high school students access to this pathway of study.

Timeline for Program Offering:

- LHS: Offered Barbering in August 2020
- HHS: Offered first Barbering class (*Principles of Barbering*) in 2023-24 with 49 students. Twenty-seven students (of the 49 students) have already signed up for *Introduction to Barbering (Level II class)* for next year. In addition, forty-four rising 9th graders have signed up for the *Principles of Barbering*.
- JHS: Barbering program will be offered in the 2025-26 academic school year as part of the CTE program expansion.

The cost savings for students completing this program is approximately \$20,000.

E. Scope of Options Reviewed:

TIPS Contract: 230301 Furniture, Furnishings, and Services

Contract Expires 05/31/2028

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: CTE

G. Administrative Recommendation:

The administration recommends approval of purchases from Kaemark for barber chairs, wet stations, and receptionist chairs.

- Advantages/benefits of this proposal** – This purchase will provide the necessary equipment to meet the Barbering state requirements.
- Expected results in terms of student benefit/achievement** – Students will graduate High School with a Barbering license and be work-force ready.
- Possible problems or disadvantages of this proposal** -
- Effect of this action on other parts of the system** -
- Consequences of not approving recommendation** -

H. Fiscal Impact and Cost: Amount: \$177,916

Budget – General Operating Fund: \$55,539 **Bond** **Grant/Special Funds: \$117,559** **Other**

Prior Year Spending - \$0 (no spending with Kaemark Inc. since 2020)

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

I. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Suzi Mitchell

Evaluation method and timeline -

Next report to the board -

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of barbering equipment and supplies for Hays High School CTE from Kaemark, for an amount not to exceed \$177,916, as presented.

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

Date: March 25, 2024

Agenda Item: L.5

Board Goal: Community Relations

Subject: Consideration and possible approval of the assignment of an Architect to provide Design Services through 50% Construction Documents (CD) for 2021 Bond-Interest-Earnings-funded Additions and Renovations at Barton Middle School, Chapa Middle School, Simon Middle School, and Wallace Middle School, Utilizing 2021 Bond Interest Earnings

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

Provide safe, cost-effective facilities.

D. Summary:

Previous board action relating to this item

In January 2018, the Board Approved O'Connell Robertson (OCR) for architectural services, and in December 2019, Huckabee Architects and A&E Design Group were approved for the same.

On April 25, 2023 the Board assigned major 2023 Bond projects to Huckabee and OCR and granted the Superintendent authority to assign minor projects.

Future action anticipated:

Background information:

Staff recommends utilizing bond interest earnings to advance the design for the classroom additions at the remaining middle schools including CMS, SMS, WMS, and BMS to bring the student capacity to approximately 1,200 students and to be near shovel ready for a Fall 2027 opening, pending a successful May 2025 Bond Election.

The rationale is to delay the opening of MS 7 to be in sync with the opening of HS 5 in 2029 and to coordinate the rezoning effort that will require.

Staff recommends OCR for this design work. Based on a fee of 6.5% and total estimated construction costs of \$70,000,000, staff anticipates a total fee of approximately \$4.5 million and an initial fee of approximately \$2.4 million to bring the designs to 50% CD. This work would be completed by September/October 2024 in order to inform the cost estimates for the proposed 2025 Bond.

The current projection for the total number of geocoded students by attendance zone for the 2027-28 school year is 7,153 students. Six middle schools with a capacity of approximately 1,200 students is 7,200 students.

Campus	Capacity	24-25	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34
Barton	1167	888	982	1066	1149	1213	1288	1350	1425	1437	1459
Chapa	1057	791	830	947	977	1018	1046	1062	1114	1133	1179
Dahlstrom	1243	781	735	716	728	757	831	902	1005	1048	1115
McCormick	1236	1192	1360	1567	1744	1892	2072	2299	2540	2689	2892
Simon	1074	933	1031	1220	1413	1526	1679	1862	2062	2180	2328
Wallace	1042	871	963	1065	1142	1196	1292	1391	1503	1548	1626
Total	6819	5456	5901	6581	7153	7602	8208	8866	9649	10035	10599

With the exception of MMS and SMS, a middle school capacity of approximately 1,200 students will be sufficient to support the student projections. At MMS and SMS we could consider pre-zoning scenarios.

Staff shared this information with the Board and FBOC in an informational item on February 5, 2024, and reviewed with the FBOC again at the lunch time zoom on March 1, 2024.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Board

F. Administrative Recommendation:

Consideration and approval of architectural assignments.

G. Fiscal Impact and Cost: Amount: TBD, fee based on cost of construction, estimated at \$2.4 million.

Budget Bond Grant/Special Funds: Other: 2021 Bond Interest Earnings

Prior Year Spending – not applicable

Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

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

Evaluation method and time line -

Next report to the board

I. Suggested Motion:

I move the Hays CISD Board of Trustees approve the assignment of O’Connell Robertson Architects to provide design services through 50% CD for 2021 Bond-Interest-Earnings-funded Additions and Renovations at Barton Middle School, Chapa Middle School, Simon Middle School, and Wallace Middle School, in an amount not to exceed \$2,400,000, and authorize the Superintendent to negotiate fees and execute a satisfactory contract, as presented.

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

Date: March 25, 2024

Agenda Item: L.6

Board Goal: Community Relations

Subject: Consideration and possible approval of Guaranteed Maximum Price (GMP) 3 for 2023 Bond Bid Package 2 for Improvements at Johnson High School

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe and clean facilities.

D. Summary:

Previous board action relating to this item – In April 2023 the Board assigned this project to Huckabee Architects. On August 28, 2023, the Board approved Schematic Design for this project. On November 28, 2023 the Board approved design development for the project. On January 22, 2024 the Board approved GMP 1 for the structural steel package and 50% CD. On February 26, 2024 the Board approved GMP 2 for the site package.

Future action anticipated –

Background information –

The 2023 Bond contains provisions for Johnson High School Improvements including an Academic Expansion to accommodate 2,800 students with regular and CTE classrooms, an All-purpose Gym (Fine Arts Gym), a new Band Hall, driveway and drainage improvements, and master planning for future projects.

This is a separate project from the baseball and softball field improvements.

Huckabee and Core have provided GMP 3 and select construction documents (CD) for your review.

GMP 1 includes the structural steel package for this project.

GMP 2 includes the site package for the project such as site work, grading, utilities and signage.

GMP 3 contains the balance of the work.

Staff reviews each bond project with the FBOC as they appear on the Board agenda.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation:

Administration recommends approval of this bid package as presented.

G. Fiscal Impact and Cost: Amount: see below

Budget Bond 2023 Grant/Special Funds Other

Staff will provide most up to date cost information under separate cover.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, COO: Nate Wensowitch, Ex Dir. Facilities, Construction, and Bond Programs

Evaluation method and time line:

Next report to the board:

Project Milestones	
Approval of SD	August 28, 2023
Approval of DD	November 28, 2023
Approval of GMP 1	January 22, 2024
Approval of GMP 2	February 26, 2024
Consideration of GMP 3	March 25, 2024
Substantial Completion	December 1, 2025

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve GMP 3 for 2023 Bond Bid Package 2 for improvements at Johnson High School from Core Construction, as designed by Huckabee Architects, in an amount not to exceed \$39,830,968 as presented.

2023 Bond BP 2 JHS
GMP 3 Accounting
March 25, 2024

BP 2 JHS	Budget	SD	DD Estimate	GMP 1	GMP2	CD Estimate (GMP 3)	GMP 3 Actual	GMP 1 +GMP 2+ GMP 3
Construction	\$49,281,675	\$49,979,485	\$49,254,587	\$4,262,313	\$3,737,331	\$40,534,654	\$39,830,968	\$47,830,612
Architect	\$3,449,717	\$3,498,564	\$3,447,821	\$0	\$0	\$0	\$0	\$3,348,143
FFE	\$3,449,717	\$3,449,717	\$3,449,717	\$0	\$0	\$0	\$0	\$3,449,717
Infr and Fees	\$1,848,063	\$1,848,063	\$1,848,063	\$0	\$0	\$0	\$0	\$1,848,063
Contingency	\$3,572,921	\$2,826,265	\$3,601,906	\$0	\$0	\$0	\$0	\$5,125,559
Total	\$61,602,094	\$61,602,094	\$61,602,094	\$4,262,313	\$3,737,331	\$40,534,654	\$39,830,968	\$61,602,094

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 25, 2024

Agenda Item: L.7

Board Goal: Community Relations

Subject: Consideration and possible approval of Guaranteed Maximum Price (GMP) 1 and Construction Documents (CD) for 2023 Bond Bid Package 4 for Improvements at Lehman High School

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe and clean facilities.

D. Summary:

Previous board action relating to this item –

In April 2023 the Board assigned this project to Huckabee Architects.

On August 28, 2023 the Board approved Schematic Design (SD).

On November 28, 2023 the Board approved DD.

Future action anticipated –

Background information –

The 2023 Bond contains provisions for Lehman High School Improvements including an auditorium with a scene shop and classrooms, renovated mariachi and orchestra areas, CTE classrooms, driveway improvements, drainage improvements, and master planning for future expansion to 2,800 students.

In November 2023, the project scope was increased with the addition of the retaining wall around the track and the restroom/concession building for the new baseball/softball venue. The budget was increased (moved funds from BP 11 to BP 4) to reflect the additional scope.

Huckabee and Bartlett Cocke have provided select construction documents and GMP 1 documentation for your review.

Staff reviews each bond project with the FBOC as it appears on the Board agenda.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation:

Staff recommends approval of the project as presented.

G. Fiscal Impact and Cost: Amount:

Budget Bond 2023 Grant/Special Funds Other

Staff will provide the latest cost information under separate cover.

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: August 2023 for Board consideration of approval

I. Suggested Motion:

I move the Hays CISD Board of Trustees approve GMP 1 and CD for 2023 Bond Bid Package 4 for improvements at Lehman High School, as designed by Huckabee Architects, and submitted by Bartlett Cocke, for an amount not to exceed \$51,828,937, as presented.

2023 Bond BP 4
LHS Improvements
March 25, 2024

	Original Budget	Amended Budget (BP 11 Items)	SD Estimate	DD Estimate	GMP Estimate	GMP 1 Actual
Construction	\$55,407,662	\$56,804,062	\$53,717,521	\$54,598,821	\$52,598,821	\$51,828,937
Architect	\$3,878,536	\$3,976,284	\$3,760,226	\$3,821,917	\$3,681,917	\$3,628,026
FFE	\$3,878,536	\$3,976,284	\$3,878,536	\$3,878,536	\$3,878,536	\$3,878,536
Infr and Fees	\$2,077,787	\$2,130,152	\$2,077,787	\$2,077,787	\$2,077,787	\$2,077,787
Contingency	\$4,017,055	\$4,118,294	\$7,571,007	\$6,628,016	\$8,768,016	\$9,591,791
Total	\$69,259,577	\$71,005,077	\$71,005,077	\$71,005,077	\$71,005,077	\$71,005,077

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 25, 2024

Agenda Item: L.8

Board Goal: Community Relations

Subject: Consideration and possible approval of Guaranteed Maximum Price (GMP) 2 and the Design to Date for 2023 Bond Bid Package 7 for Improvements at Tobias Elementary School and Impact Center

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe and clean facilities.

D. Summary:

Previous board action relating to this item – In April 2023, the Board granted the Superintendent authority to assign minor 2023 Bond projects to the District’s architects and construction managers. On November 28, 2023 the board approved the schematic design for this project and approved the COOP purchase of HVAC equipment (instead of GMP 1) due to Lee Lewis Construction being unable to complete the project as the CMAR. Since that time Bartlett Cocke has agreed to advance the project. On January 22, 2024 the Board approved DD for the project.

Future action anticipated –

Background information –

The 2023 Bond contains provisions for improvements at the Impact Center and Tobias ES.

The scope at the Impact Center includes parking improvements, HVAC replacement, school clinic, kitchen, and restroom improvements, additional classrooms, and walkway covers. Due to the site being located in the Edward’s Aquifer Recharge Zone and the associated TCEQ design lead times, staff recommends proceeding with the interior renovations at the Impact Center in the summer of 2024, and complete the site improvements in the summer of 2025 or earlier if the facility can remain operational during the construction.

The scope at Tobias ES includes HVAC, roof, freezer/cooler, fire alarm, and sewer line repair, all of which is tentatively scheduled to be completed in the summer of 2024.

OCR and Bartlett Cocke have provided select CD documentation and construction cost information for your review.

Staff discusses each bond project with the FBOC as they appear on the Board agenda.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation:

Administration recommends approval of the project as presented.

G. Fiscal Impact and Cost: Amount: See Table Below

Staff will provide the most current cost information under separate cover.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, COO; Nate Wensowitch, Ex. Dir. Facilities, Construction, and Bond Programs

Evaluation method and time line:

Suggested Milestones	
Consideration of SD and COOP Purchase for long lead HVAC items	November 2023
Consideration of DD	January 2024
Consideration of GMP 2 for Remaining Project	March 2024

I. Suggested Motion:

I move that the Hays CISD Board of Trustees consider and approve the 2023 Bond Bid Package 7 design-to-date from O'Connell Robertson Architects and Guaranteed Maximum Price (GMP) 2 from Bartlett Cocke, for an amount not to exceed \$7,114,230, as presented.

2023 Bond BP 7
Tobias and Impact Center
March 25, 2024

BP7	Original Budget	SD	COOP Equip Purchase	Balance of SD Estimate	COOP Equip plus SD Estimate	DD Estimate plus COOP Equipment	GMP 2	GMP 3 Estimate	COOP Equip plus GMP 2 plus GMP 3 Estimate
Construction	\$6,824,332	\$8,474,090	\$1,385,297	\$7,232,357	\$8,617,654	\$10,618,833	\$7,114,230	\$2,596,437	\$11,095,964
Architect	\$477,703	\$593,186	Included in SD	Included in SD	\$603,236	\$743,318	incl with final	incl with final	\$776,717
FFE	\$477,703	\$477,703	Included in SD	Included in SD	\$477,703	\$477,703	incl with final	incl with final	\$477,703
Infrastructure and Fees	\$255,912	\$255,912	Included in SD	Included in SD	\$255,912	\$255,912	incl with final	incl with final	\$255,912
Contingency	\$494,764	-\$1,270,476	Included in SD	Included in SD	-\$1,424,090	-\$3,565,351	incl with final	incl with final	-\$4,075,881
Total	\$8,530,415	\$8,530,415	\$1,385,297	\$7,232,357	\$8,530,415	\$8,530,415	incl with final	incl with final	\$8,530,415

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 25, 2024

Agenda Item: L.9

Board Goal: Community Relations

Subject: Consideration and possible approval of the Design-to-Date (DD) for 2023 Bond Bid Package 10 for Adaptive Playgrounds

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

Provide safe and clean facilities.

D. Summary:

Previous board action relating to this item – In April 2023, the Board granted the Superintendent authority to assign minor 2023 Bond projects to the District’s architects and construction managers. In August 2023, the Board approved the installation of adaptive playground elements at Buda ES due to a previous request that was already in the procurement process.

Future action anticipated –

Background information –

The 2023 Bond contains provisions for the installation of adaptive playground elements at each elementary school with a total project amount of \$2,453,530 for 13 elementary campuses:

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

The architect, campus staff, and Special Education Team have been working to develop a scope of work for this project. O’Connell Robertson (OCR) has provided select design to date documents for your review. Staff is working with local COOP vendors to develop the cost estimates. Staff reviews each bond project with the Facilities Bond Oversight Committee (FBOC) as it appears on the Board agenda.

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other:

F. Administrative Recommendation:

Administration recommends approval of the projects as presented.

G. Fiscal Impact and Cost: Amount: See Below

Budget Bond 2023 Grant/Special Funds Other

Current Budget is contained in the following table:

BP 10 Adaptive Playgrounds (13 Campuses)	Original Budget	Per Campus
Construction	\$1,962,824	\$140,202
Architect	\$137,398	
FFE	\$0	
Infrastructure and Fees	\$73,606	
Contingency	\$279,702	
Total	\$2,453,530	

H. Monitoring and Reporting Time Line:

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

Evaluation method and time line:

Suggested Milestones	
Consideration of Design to Date	March 2024
Consideration of CD	April 2024
Consideration of COOP Purchase	May 2024

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the DD for 2023 Bond Bid Package 10 for adaptive playgrounds, as designed by O'Connell Robertson Architects, as presented.

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

Date: March 25, 2024

Agenda Item: L.10

Board Goal: Community Relations

Subject: Consideration and possible approval of the Assignment of Construction Manager At-Risk (CMAR) for 2023 Bond Bid Package 12, Comprehensive High School #4

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:

Build safe, cost-effective facilities

D. Summary:

Previous board action relating to this item

On April 25, 2023 the Board approved CMAR for the delivery of major 2023 Bond Projects, pending successful passage of a May 6, 2023 Bond Election and approved the use of four CMAR's including Bartlett Cocke, Core Construction, Jackson Construction, and Lee Lewis Construction for these projects.

Future action anticipated:

Staff will seek approval for milestone cost estimates (examples include SD, DD, CD, and/or design to date) and for the Guaranteed Maximum Price (GMP) proposals received from the CMAR's on all 2023 Bond construction projects.

Background information:

The proposed 2023 Bond contains provisions for the initial design fees for Comprehensive HS 4 in the amount of \$7,256,870. The concept is for the CMAR to provide pre-construction services and work with the District and selected architect to provide initial designs and sub-contractor pricing to inform cost estimates for the proposed May 2025 Bond. Staff recommends Bartlett Cocke to provide CMAR services for the 2023 Bond Comprehensive HS 4.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Board

F. Administrative Recommendation:

Consideration and approval of the CMAR for Comprehensive HS 4.

G. Fiscal Impact and Cost: Amount: TBD, fee based on cost of construction

Budget Bond 2023 Grant/Special Funds : Other

Prior Year Spending – not applicable

Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

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

Evaluation method and time line -

Next report to the board:

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the assignment of Bartlett Cocke to provide CMAR services for the 2023 Bond Bid Package 12 comprehensive high school #4 project, and authorize the Superintendent to negotiate and execute a satisfactory contract for services, as presented.

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

Date: March 25, 2024

Agenda Item: L.11

Board Goal: Community Relations

Subject: Consideration and possible approval of the Assignment of Architect for 2023 Bond Bid Package 12, Comprehensive High School #4 and Architects for Future Bond Work, as needed

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe, cost-effective facilities.

D. Summary:

Previous board action relating to this item

In January 2018, the Board Approved O’Connell Robertson (OCR) for architectural services, and in December 2019, Huckabee Architects and A&E Design Group were approved for the same.

On April 25, 2023 the Board assigned major 2023 Bond projects to Huckabee and OCR and granted the Superintendent authority to assign minor projects.

Future action anticipated:

Background information:

The 2023 Bond BP 12 contains provisions for architectural services for the partial design of comprehensive HS #4.

Staff conducted an RFQ for architectural services which opened on February 27, 2024. The intention of this RFQ is to select the architect for the design of comprehensive high school #4 and future design needs.

A seven-member evaluation committee vetted the 12 submittals and recommends the following:

- Huckabee Architects – Comprehensive High School #4
- VLK and PBK – Potential Future Design Work

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Board

F. Administrative Recommendation:

Consideration and approval of architectural assignments.

G. Fiscal Impact and Cost: Amount: TBD, fee based on cost of construction

Budget Bond 2022 and 2023 Grant/Special Funds: Other

Prior Year Spending – not applicable

Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver COO; Evaluation Committee

Evaluation method and time line -

Next report to the board

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the assignment of Huckabee Architects for comprehensive high school #4, and authorize the Superintendent to negotiate fees and execute a satisfactory contract, and to approve VLK and PBK to be in a pool for future architectural services, and authorize the Superintendent to negotiate fees and execute a satisfactory contract, as presented.

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

Date: March 25, 2024

Agenda Item: L.12

Board Goal: Community Relations

Procurement: Consideration and possible approval of the Elevator Modernization at Hays High School, Building C for Career and Technical Education – Thyssen Krupp Elevator

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe, functional facilities.

D. Summary:

Previous board action relating to this item

Future action anticipated –

Background information –

The purpose of the agenda item is to modernize the existing elevator located at Hays HS in the CTE Building C. ThyssenKrupp installed the equipment in 1998, but the technology is actually from the 1980's and there are major components that are now obsolete. TK Elevator is no longer manufacturing the printed circuit boards or the door operator for the Dover DMC hydraulic.

Per Hays CISD Construction Standards, the district uses TK Elevator on all new installations.

We received three proposals total, two for modernization and one for replacement.

The other two proposals were:

- TK Elevator (new installation) \$101,314.
- Schindler Elevator (modernization) \$77,505

E. Scope of Options Reviewed:

Bid Information: OMNIA Partners #R200502

Details: Elevator Industry Equipment Repair, Related Services

F. Comments Received:

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

G. Administrative Recommendation:

The administration recommends elevator modernization at Hays HS Building C - CTE

H. Fiscal Impact and Cost: Total Amount: \$ 69,081.78 plus 5% contingency (\$72,536)

Budget – General Operating Fund Bond Grant/Special Funds Other

Prior Year Spending – \$47,525.14

Future/Ongoing

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

- J. **Suggested Motion:**
I move that the Hays CISD Board of Trustees approve Thyssen Krupp Elevator for the modernization of the elevator located in Hays High School, Building C – Career and Technical Education Building, for an amount not to exceed \$72,536, as presented.

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

Date: March 25, 2024

Agenda Item: L.13

Board Goal: Community Relations

Subject: Consideration and possible approval of the Bond-Interest-Earnings-funded Repair and Improvement of the Floor at the Johnson High School Weight Room – BSN Sports

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe, functional facilities

D. Summary:

Previous board action relating to this item

Future action anticipated –

Background – The rubberized flooring in the JHS weight room is failing (stretching, moving, separating at the seams) causing safety concerns and rendering some areas unusable. Staff recommends utilizing bond interest earnings to advance the repair of the existing floor. At the same time, we are aware that improvements to the high school weight rooms has been identified by the Athletic Department and FBOC as a need. Staff recommends combining the floor repair with the demolition of several walls in that space to make it more functional. We have verified the walls are non-load-bearing and have estimated the cost at approximately \$32,553 for the demolition, patching, and paint. The floor replacement (with walls removed) is estimated at \$87,770, for a total estimate of \$120,323, or \$123,932 with a 3% contingency.

E. Scope of Options Reviewed:

BSN BuyBoard Contract # 665-22

KYA Services, LLC # 641-21

F. Comments Received:

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

G. Administrative Recommendation:

The administration recommends approval of work at JHS weight room.

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

Date: March 25, 2024

Agenda Item: L.14

Board Goal: Community Relations

Subject: Consideration and possible approval of Easements for the City of Buda, Onion Creek Trail

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe, cost-effective facilities.

D. Summary:

Previous board action relating to this item

Future action anticipated:

Background information:

The City of Buda is requesting two separate Recreational Trail Easements (0.0945 acres and 0.1325 acres) totaling approximately 0.227 acres at the Historic Buda Elementary School lower campus for the purpose of establishing a portion of the Onion Creek Trail system.

Staff has provided a document which details the location of the trail, maintenance plan, safety features, land surveys, and the actual easement document itself.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Board

F. Administrative Recommendation:

Consideration and granting of the recreational trail easements.

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

Budget Bond Grant/Special Funds: Other

Prior Year Spending – not applicable

Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Evaluation Committee

Evaluation method and time line -

Next report to the board

I. Suggested Motion:

I move that the Hays CISD Board of Trustees grant the City of Buda two recreational trail easements for the purpose of establishing a portion of the Onion Creek Trail System, and authorize the Superintendent and Board President to execute documents necessary and convenient to complete the transaction, as presented.

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

**RESOLUTION OF _____, 2024
RECREATIONAL TRAIL EASEMENT**

Whereas, the City of Buda, Texas, a Home Rule Municipality located in Hays County, Texas (the “City”) has requested a Recreational Trail Easement (the “Recreational Easement”) across a portion of the District’s property consisting of 11.02 acres of land, more or less, as described on instrument Volume 83, Page 285, Deed Records of Hays County, Texas; and,

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

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

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

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

It is therefore RESOLVED:

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

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Hays Consolidated Independent School District during a properly called and noticed meeting on _____, 2024. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this ____ day of _____, 2024.

Courtney Runkle
Secretary, Board of Trustees

[EXHIBIT 1 FOLLOWS]

RESOLUTION EXHIBIT 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RECREATIONAL TRAIL EASEMENT

Date: _____

Grantor: **HAYS COUNTY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas.

Grantor's Address: 21003 Interstate 35
Kyle, Texas, Hays County, 78640

Grantee: **THE CITY OF BUDA, TEXAS**, a Home Rule municipality situated in Hays County, Texas.

Grantee's Address: 405 E Loop Street, Building 100
Buda, Hays County, Texas 78610

Property: A non-exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately __ acres, more or less, and more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: _____ and No/100 Dollars (\$_____.00) and other good and valuable consideration.

Permitted Encumbrances: None

GRANT OF EASEMENT:

Grantor, for the Consideration stated above, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto Grantee the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right

and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors, and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same by, through and under Grantor, but not otherwise.

CHARACTER OF EASEMENT:

The Easement granted herein is “in gross,” in that there is no “Benefitted Property.” Nevertheless, the Easement rights herein granted shall pass to Grantee’s successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

Trail. The Easement shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal, public use and patrol of clearly marked, public recreational trail facilities, including a twelve (12) foot wide concrete trail centered within the twenty-five (25) foot wide Easement, public trail materials and related appurtenances, equipment, benches, refuse and recycling bins, and signage. Grantee shall maintain the trail facilities and related improvements within the Easement.

Trees. Grantee shall provide and plant trees along the trail within this Easement. Grantee shall be responsible for the maintenance and care of such trees within the Easement.

Public Access and Use. Additionally, this Easement shall be accessed and used by the public for the purpose of recreational activities, such as walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails, on the areas clearly marked for public trails. Public parking for the public’s use of this Easement shall be provided by the Grantee from a trailhead parking lot located at City Park and Garison Park. The Grantor reserves the right to prohibit or otherwise restrict the public’s use of parking lots on Grantor’s property adjacent to this Easement for the purposes of the public access and use of this Easement.

Liability. To the extent allowed by the Constitution and the laws of the State of Texas, Grantee assumes the responsibility for the maintenance of the recreational trail and related facilities within the Easement, and nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property

arising from or in any manner connected with the acts, conduct or negligence of Grantee in the construction and maintenance of the recreational trail and related facilities within the Easement.

DURATION OF EASEMENT:

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual.

GRANTOR USE:

Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered.

Grantor reserves the right to grant additional easements for utility use across the Easement, provided: (1) sufficient clearance between facilities is maintained; and (2) such construction does not materially and unreasonably interfere with the access to, or with the operation, maintenance and safety of the Grantee's recreational trail facilities, as reasonably determined by Grantee.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not materially and unreasonably interfere with and prevent the use by Grantee or the public of the Easement for the purposes granted herein. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

[Signature page follows.]

GRANTOR:

HAYS COUNTY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

ACKNOWLEDGMENT

COUNTY OF HAYS §

§

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, in his/her capacity as _____ of _____, a Texas _____, on behalf of said entity.

Notary Public In and For

The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Buda
405 E. Loop Street, Building 100
Buda, TX 78610

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: March 18, 2024

Agenda Item: M.1

Board Goal: Student Achievement

Subject: First Reading of Proposed Amendment to the Hays CISD District of Innovation Plan – Amendment 8

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 TEC §12A.007 &
19 TAC §102.1313

N/A

C. Goal or Need Addressed:

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

The commissioner has held that TEC § 21.404 prohibits a district from assigning teaching duties during a teacher's planning period, even if the teacher agrees to the duties. The commissioner reasoned that a district can't contract for teaching duties in exchange for monetary compensation outside of a Chapter 21 contract (Bledsoe v. Huntington Indep. Sch. Distr., Tex. Comm'r of Educ. Decision No. 033-R10-1103 (Sept. 18, 2014)).

- A teacher is prohibited from assuming teaching duties during the planning period even if he or she volunteers to do so with pay. While schools sometimes ask a teacher to take on an extra class or period due to staffing shortages or other seemingly viable reasons, this isn't allowable. This includes substituting.

The district would like to add an amendment to the DOI Plan that would exempt the district from TEC § 21.404 to enable teachers who wish to volunteer to cover classes during conference or planning periods in exchange for monetary compensation to be able to do as part of the district's strategic efforts to provide class coverage when a substitute cannot be secured. The district would ask teachers who are interested in volunteering to do this to register their interest on a form prior to the school year. This list would be provided to principals as a list of volunteers. At any time, a teacher can decline an opportunity if they would rather plan. The intent is to provide the teacher an option and choice at any time.

The amendment would enable campuses to provide support to classes with certified teachers when a substitute is not available.

D. Summary:

Previous board action relating to this item – DOI Plan

Future action anticipated – Second Reading and adoption of amended DOI Plan anticipated on March 25, 2024

Background information

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

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

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

1. February 22, 2024: Presented to teacher org representatives for feedback.
2. March 7, 2024: To be presented to DLT for feedback and approval.
3. March 18, 2024: First Reading of the proposed Amendment 8
4. March 25, 2024: To be presented to the Board for consideration and approval.
5. March 26, 2024: If approved, notify the commissioner that the board has approved an amendment to the plan.

E. Comments Received:

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

F. Administrative Recommendation:

Administration recommends the approval of the amendment, as presented.

G. Fiscal Impact and Cost: N/A

Budget Bond Grant/Special Funds Other

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Christina Courson

I. Suggested Motion

No motion is required at this time. This is presented for information and discussion only.



Hays CISD District of Innovation Plan Effective December 17, 2023 – December 17, 2028

District Goals:

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

Proposed Innovation:

First Day of Instruction

TEC Code Requiring Exemption:

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

Innovation for HaysCISD:

District Goals 1 of 2

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

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

This exemption will also support teacher growth by:

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

Implementation Considerations:

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

Proposed Innovation:

CTE Teacher Certification

TEC Code Requiring Exemption:

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

Innovation for HaysCISD:

District Goal 1

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

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

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

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

Implementation Considerations:

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

Amendment 3 to Hays CISD District of Innovation Plan

Adopted following the process timeline: April 20, 2020

AREA OF INNOVATION

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

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

Exemption from: TEC §22.004(i)

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

Manner in which statute inhibits the goals of the plan

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

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

Innovation for HaysCISD:

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

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

Amendments 4-7 to Hays CISD District of Innovation Plan

Adopted following the process timeline: March 27, 2023

Amendment 4

Exemption from the due process including the notice and hearing to suspend a teacher without pay pending discharge of the teacher's employment. The timeline associated with suspending a teacher's pay pending a recommendation for termination can be unreasonable.

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

Related Board Policies: DFAA, DFBA

Innovation for HaysCISD: Increased control to suspend pay of an employee pending discharge that has already admitted or been convicted of a crime.

Amendment 5

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

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

Related Board Policy: DCA

Innovation for HaysCISD: This innovation provides an extended period of time for an employee to remain employed on a probationary contract not to exceed two additional one-year periods as campus administration and district support personnel have an extended opportunity to evaluate academic performance in accordance with district adopted assessments and evaluation tools.

Amendment 6

Exemption from the requirement to have Kinder - 3rd grade teachers and elementary principals attend a reading academy by the end of their first year. The district will ensure that teachers will complete the academies within 2 years of being hired or within 3 years in extenuating circumstances. This statute creates overwhelming requirements in the employee's first year.

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

Related Board Policy: DMA

Innovation for HaysCISD: The innovation provides the district Kinder-3rd grade employees an extended period of time to complete required reading academy.

Amendment 7

Expand the current certification exemption to include highly qualified out-of-state applicants. This option would be exercised by the Superintendent or designee when a highly qualified individual is coming from out of state and has yet to be certified by the State of Texas.

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

Related Board Policies: DBA, DK

Innovation for HaysCISD: This innovation allows flexibility in hiring qualified out of state teachers to teach in their certified area while working on earning their Texas State Board of Education Certification.

Amendment 8

Exempt the district from TEC § 21.404 to enable teachers who wish to volunteer to cover classes during conference or planning periods in exchange for monetary compensation to be able to do as part of the district's strategic efforts to provide class coverage when a substitute cannot be secured. The district would ask teachers who are interested in volunteering to do this to register their interest on a form prior to the school year. This list would be provided to principals as a list of volunteers. At any time, a teacher can decline an opportunity if they would rather plan. The intent is to provide the teacher an option and choice at any time.

Related Statute: TEC § 21.404 prohibits a district from assigning teaching duties during a teacher's planning period, even if the teacher agrees to the duties. The commissioner reasoned that a district can't contract for teaching duties in exchange for monetary compensation outside of a Chapter 21 contract (Bledsoe v. Huntington Indep. Sch. Distr., Tex. Comm'r of Educ. Decision No. 033-R10-1103 (Sept. 18, 2014)).

Related Board Policies: DL

Innovation for Hays CISD: This innovation allows flexibility in coverage for classes during planning periods by certified teachers on a voluntary basis when the district has made a good effort to secure a guest teacher and was unsuccessful in doing so.

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

Date: March 25, 2024

Agenda Item: M.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: March 25, 2024

Agenda Item: M.3

Board Goal: Community Relations

Subject: Review and Discussion of the Design Process for 2023 Bond Bid Package 12 for Improvements at Fuentes Elementary, Hemphill Elementary, Kyle Elementary, and Tom Green Elementary

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Provide safe, cost-effective facilities.

D. Summary:

Previous board action relating to this item

In January 2018, the Board Approved O’Connell Robertson (OCR) for architectural services, and in December 2019, Huckabee Architects and A&E Design Group were approved for the same. On April 25, 2023 the Board assigned major 2023 Bond projects to Huckabee and OCR and granted the Superintendent authority to assign minor projects.

Future action anticipated:

Background information:

The 2023 Bond BP 12 contains provisions for architectural services for the master planning of FES, HES, KES, TGES. The funds will enable the design process to proceed to approximately 50% CD. This work will be completed by September/October 2024 in order to inform the cost estimates for the proposed 2025 Bond. OCR will present initial concepts and findings for these four projects based on FBOC feedback from February 21, 2024.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Board

F. Administrative Recommendation:

No recommendation is needed. This agenda item is presented for information and discussion only.

G. Fiscal Impact and Cost: Amount: TBD, fee based on cost of construction

Budget Bond 2022 and 2023 Grant/Special Funds: Other

Prior Year Spending – not applicable

Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

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

Evaluation method and time line -

Next report to the board

I. Suggested Motion:

None, Information Only.

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

Date: March 25, 2024

Agenda Item: M.4

Board Goal: Community Relations

Subject: Update on Bond, Construction, and Renovation Projects

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: March 25, 2024

Agenda Item: M.5

Board Goal: Finance

Subject: 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: March 25, 2024

Agenda Item: N

Board Goal: n/a

Subject: Requests for Information from the Board of Trustees

Administrator Responsible/Position:

A. Purpose of Agenda Item:

Action Needed

Information Only

Receive Input

B. Authority for This Action

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

The Board shall request information as needed.

D. Administrative Recommendation: N/A

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

Date: March 25, 2024

Agenda Item: O

Board Goal: N/A

Subject: Recap of Questions from Board Meeting

Administrator Responsible/Position:

A. Purpose of Agenda Item:

Action Needed

Information Only

Receive Input

B. Authority for This Action

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

The Board shall request information as needed.

D. Administrative Recommendation: N/A

**2023-2024 Hays CISD Board of Trustees
Meeting Schedule**



July 24, 2023 @ Kunkel Room at Historic Buda Elementary Campus – 5:30 pm

August 21, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:00 pm
August 28, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:00 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

TUESDAY, October 17, 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
TUESDAY, November 28, 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 constructed Hays CISD Academic Support Center*