

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the Hays Consolidated Independent School District will be held on June 17, 2024 beginning at 5:30 PM at Hays CISD Merideth Keller Board Room, 21003 IH 35, Kyle, TX 78640.

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. Discussion of the purchase, exchange, lease, or value of real property pursuant to Tx. Gov't Code Section 551.072
 2. Deliberation regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076
 3. Deliberation regarding the Superintendent's recommendations for employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071
- 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. PUBLIC HEARING *to be held June 17, 2024* 6
Application for Optional Flexible School Day at Live Oak Academy
- H. PUBLIC HEARING *to be held June 24, 2024* 7
Budget and Proposed Tax Rate
- I. SUPERINTENDENT REPORT 8
- J. PUBLIC FORUM 9
It is the policy of the Board that, if members of the public wish to address the Board in Public Forum, they must complete and submit the Request to Address the Board of Trustees form (green sheet). This form may be obtained 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.

| | | |
|----|--|-----|
| K. | STUDENT ACHIEVEMENT REPORT - STAAR / EOC Results | 10 |
| L. | CONSENT AGENDA | 11 |
| | 1. Minutes of Board of Trustees Meetings | 12 |
| | 2. Procurements | 31 |
| | a. Consideration and possible approval of the purchase of Learning Management System - Schoology | 32 |
| | b. Consideration and possible approval of the purchase of the Online Learning System, Edgenuity - Imagine Learning | 35 |
| | c. Consideration and possible approval of the purchase of IEP and 504 Software - Frontline Education (Formerly SuccessEd) | 38 |
| | d. Consideration and possible approval of the purchase of Reading Instructional and Intervention Software - Amplify Boost | 42 |
| | e. Consideration and possible approval of the purchase of Intensified Algebra I program - Agile Mind | 45 |
| | f. Consideration and possible approval of the purchase of Universal Screener for Mathematics, Secondary Reading, and Science - NWEA MAP Growth | 50 |
| | g. Consideration and possible approval of the purchase of a Universal Screener for Reading - Amplify mCLASS | 53 |
| | 3. Contracts, MOUs and Agreements | |
| | a. Consideration and possible approval of the renewal of the memorandum of Understanding between Hays CISD and Texas State University / Teacher Fellows | 56 |
| | 4. Hays CISD Budget Amendments | 65 |
| | 5. Consideration and possible approval of the Texas Education Agency Waiver application for Optional Flexible School Day at Live Oak Academy for the 2024-2025 School Year | 66 |
| M. | ACTION ITEMS for June 24, 2024 | |
| | 1. Consideration and possible approval of the Hays CISD 2024-2025 Board Meeting Calendar | 68 |
| | 2. Consideration and possible nomination of a Hays CISD Board Trustee as a Delegate to participate in the 2024 TASB Delegate Assembly | 70 |
| | 3. Consideration and possible approval of the naming of the Board Room at Hays CISD Academic Support Center | 71 |
| | 4. Consideration and possible approval of the purchase of additional Access Control Systems for Districtwide Use | 74 |
| | 5. Consideration and possible approval of the purchase of Harris Handheld Radios and Desktop Systems to replace current units | 76 |
| | 6. Consideration and possible approval of the selection of General Legal Counsel for Hays CISD | 80 |
| | 7. Consideration and possible approval of a Memorandum of Understanding between Hays CISD and Texas State University Teacher Residency Partnership | 81 |
| | 8. Consideration and possible approval of a TEA Waiver for Missed School Day at Hemphill Elementary | 87 |
| | 9. Consideration and possible approval of Third-Party Medicaid Billing Services - Texas Association of School Boards | 88 |
| | 10. Consideration and possible approval of the Reassignment of Construction Manager at-Risk Assignments for Major 2023 Bond Projects | 90 |
| | 11. Consideration and possible approval of a Drainage Facility Escrow Agreement with Clayton Properties at Lehman High School | 92 |
| | 12. Consideration and possible approval of an Elementary School Site Donation and Development Agreement at Crosswinds Subdivision | 100 |

| | |
|---|-----|
| 13. Consideration and possible approval of a School District Land Development Standards Agreement with the City of Austin | 101 |
| 14. Consideration and possible approval of a Cooperative Construction Contract for 2023 Bond Bid Package 10 Adaptive Playgrounds | 134 |
| 15. Second Reading and possible adoption of proposed revisions to Local Policy FC - School Attendance Areas | 136 |
| 16. Second Reading and possible adoption of the proposed addition of Local Policy GBBA - News Media Relations | 142 |
| 17. Second Reading and Possible Adoption of TASB Policy Update 123 | 144 |
| 18. Consideration and possible adoption of General Fund, Debt Service Fund, and Food Service Fund budgets and approval of the budget for additional accelerated instruction pursuant to HB 5 requirements for the 2024-2025 School Year | 146 |
| 19. Consideration and possible approval of the Hays CISD Compensation Plan for the 2024-2025 School Year | 159 |
| N. INFORMATION ITEMS | |
| 1. Update on District Safety & Security Initiatives | 185 |
| 2. Presentation of Hays CISD Survey Results (<i>Scheduled for June 24, 2024</i>) | 186 |
| 3. Notice of Intent to Apply for Federal Grant Funds | 187 |
| 4. Update on District Bond, Construction, and Renovation Projects | 193 |
| 5. First Reading of TASB Policy Update 123 | 194 |
| 6. First Reading of proposed revisions to Local Policy FC - School Attendance Areas | 240 |
| 7. First Reading of the proposed addition of Local Policy GBBA - News Media Relations | 246 |
| 8. Hays CISD Financial Statements | 248 |
| 9. Quarterly Investment Report | 249 |
| O. REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES | 250 |
| P. RECAP OF QUESTIONS | 251 |
| Q. UPCOMING BOARD MEETINGS | 252 |
| June 24, 2024 @ Hays CISD Academic Support Center - 5:30 PM | |
| July 22, 2024 @ Hays CISD Academic Support Center - 5:30 PM | |
| <i>Official Board of Trustees information may be obtained at www.hayscisd.net</i> | |
| R. ADJOURN | |

This notice was posted in compliance with the Texas Open Meetings act on: Friday, June 14, 2024 at 2:30 PM

| EXCEPTIONS FOR CLOSED MEETINGS | The Board may conduct a closed meeting for the purpose described in the following provisions. |
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| 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> |

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| 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: June 17, 2024

Agenda Item: G

Board Goal: Student Achievement

Subject: PUBLIC HEARING - Optional Flexible School Day Program (OFSDP) at Live Oak Academy Public Hearing

Administrator Responsible/Position: Doug Agnew, Principal, Live Oak Academy

A. Purpose of Agenda Item:

- Action Needed Information Only Receive Input

B. Authority for This Action

- Local Policy Law or Rule TEC 29.081 N/A

C. Summary:

- Previous board action relating to this item – This is an annual agenda item for the board per state requirements
 Future action anticipated -
 Background information –

The purpose of the Optional Flexible School Day Program (OFSDP) application to the Texas Education Agency (TEA) is to allow Hays CISD to provide flexible hours for fifth year students, ages 18-25, in the Phoenix Program at Live Oak Academy who are working to finish graduation requirements. The OFSDP program allows a school district to receive attendance funding if a student receives instruction for at least 45 minutes on a given school day. The Hays CISD school board must hold a public hearing on the proposed OFSCDP before submitting the application to TEA.

D. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other

E. Administrative Recommendation: N/A

F. Fiscal Impact and Cost: N/A

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

Prior Year Spending:

Future/Ongoing:

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

Date: June 24, 2024

Agenda Item: H

Board Goal: Board/Staff/Community Relations

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

Administrator Responsible/Position: Randy Rau, Chief Financial Officer

A. Purpose of Agenda Item:

Action Needed

Information Only

Receive Input

B. Authority for This Action

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

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

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

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

Date: June 17, 2024

Agenda Item: I

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: June 17, 2024

Agenda Item: J

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: June 17, 2024

Agenda Item: K

Board Goal: Student Achievement

Subject: Student Achievement Report – STAAR and End of Course Exam Results

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

- A. Purpose of Agenda Item:**
 Action needed Information only Receive input
- B. Authority for This Action:**
 Local Policy Law or Rule N/A
- C. Goal or Need Addressed:**
Report on Hays CISD STAAR and End of Course (EOC) exam results.
- D. Summary:**
 Previous board action relating to this item -
 Future action anticipated -
 Background information – Test results are reported annually.
- E. Comments Received:**
 Cabinet DLT FBOC Teacher Org. Reps. Other – C&I Directors
- F. Administrative Recommendation:**
No recommendation is needed. This is presented as information only.
- G. Fiscal Impact and Cost: Amount: N/A**
 Budget Bond Grant/Special Funds Other
Prior Year Spending – N/A
Future/Ongoing -
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action - Marivel Sedillo
Evaluation method and time line –
Next report to the board –
- I. Suggested Motion:**
No motion needed. This item is presented as information only.

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

Date: June 24, 2024

Agenda Item: L

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. Procurements
3. Contracts, MOUs, and Agreements
4. Budget Amendments
5. Texas Education Agency Waiver Application – Optional Flexible School Day at Live Oak Academy 24-25 SY

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

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

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

H. Suggested Motion:

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

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

Date: June 24, 2024

Agenda Item: L.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 April 22, 2024 meeting, May 13, 2024 agenda workshop meeting, and May 20, 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, 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 April 22, 2024 meeting, May 13, 2024 agenda workshop meeting, and May 20, 2024 business meeting, as presented.

Minutes of Regular Meeting April 22, 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, April 22, 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 4:32 PM. All Board Members were present with the exception of Board Vice President Will McManus.

CLOSED SESSION

The Board adjourned to Closed Session at 4:33 PM to deliberate regarding safety and security, including safety personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076, and also to deliberate regarding the Superintendent's recommendations for employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:38 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 President Will McManus read the Hays CISD Board of Trustees Mission Statement.

SOCIAL CONTRACT

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

SUPERINTENDENT REPORT

Superintendent Dr. Wright provided an update on enrollment, 23,568 students; with an attendance rate of 93.9%. Dr. Wright that early voting was ongoing and would end on April 30th, with the general election day held on May 4, 2024. There were no questions from the Board of Trustees regarding this agenda item.

PUBLIC FORUM

There was no one present from the public wishing to address 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 to move that the Hays CISD Board of Trustees approve the consent agenda, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Minutes of Board of Trustees Meetings

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

Procurements

Consideration and possible approval of the purchase of Online Tier I Instructional Resources for Elementary math – STEMscopes dba Accelerate Learning, Inc.

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

Consideration and possible approval of the purchase of Tier I Elementary Science Materials – STEMscopes dba Accelerate Learning

Trustee Esperanza Orosco posed a question to confirm that this does not conflict with Project Lead the Way curriculum. Derek McDaniel provided confirmation that it would not. There were no other questions from the Board of Trustees regarding this agenda item.

Consideration and possible approval of the purchase of Digital Assessment Library Plus – NCS Pearson

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

Consideration and possible approval of the purchase of Desmos Math Student Licenses for Secondary Math Online Instructional Resources - Amplify

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

Consideration and possible approval of the purchase of Online Instructional Resources BrainPOP and BrainPOP Jr. - BrainPOP

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

Consideration and possible approval of the purchase of ELlevation TX – Curriculum Associates, LLC

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

Consideration and possible approval of the purchase of Open Court Workbooks for Grades Kinder-2nd – McGraw Hill

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

Consideration and possible approval of the purchase of Science Lab Materials - Amazon

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

Consideration and possible approval of the purchase of Science Lab Materials – Flinn Scientific

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

Consideration and possible approval of the purchase of Science Lab Materials – Vernier Science

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

Consideration and possible approval of the purchase of Science Lab Materials – Ward's Science

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

Consideration and possible approval of the purchase of District Wide Technology Supplies & Equipment - Apple

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

Consideration and possible approval of the purchase of Various Supplies and Equipment to be used District Wide – Beckwith Electronic Systems, LLC

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

Consideration and possible approval of the purchase of Technology Supplies & Equipment – GTS Technology Services

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

Consideration and possible approval of Annual Natural Gas Line Pressure Testing – SI Mechanical, LLC

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

Consideration and possible approval of the purchase of Student Radio Frequency Identification Card Supplies – Secured Mobility dba SmartTag

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

Contracts, MOUs and Agreements

Consideration and possible approval of the Hays CISD Instructional Materials Allotment and Texas Essential Knowledge and Skills Certification Form for the 2024-2025 School Year

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

Consideration and possible approval of the Continuation of Special Education Evaluation Services – Trinity Education Services

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 2023 Bond Purchase of School Buses – Longhorn Bus Sales
Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the 2023 Bond purchase of 30 school buses from Longhorn Bus Sales for the amount of \$4,742,995, as presented. Trustee Esperanza Orosco seconded the motion. Chief Operations Officer Max Cleaver responded to questions from trustees Vanessa Petrea and Courtney Runkle. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the purchase of Supplies, Materials, and Installation labor for Hays CISD Bus Fleet Seatbelt Retrofitting – Longhorn Bus Sales

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the purchase of supplies, materials, and installation labor for Hays CISD bus fleet seatbelt retrofitting from Longhorn Bus Sales for an amount not to exceed \$397,242, as presented. Chief Operations Officer Max Cleaver responded to questions from trustee Vanessa Petrea. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the Superintendent's recommendation to contractually employ the Deputy Technology Officer

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ the Deputy Technology Officer, as discussed. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0. Dr. Eric Wright introduced the new Deputy Technology Officer as Ray Gonzalez.

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

Board President Will McManus read the suggested motion to 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. Trustee Esperanza Orosco seconded the motion. Max Cleaver, Hays CISD Chief Operations Officer, and Kenny Crawford, of the City of Buda, responded to feedback and questions from Trustee Vanessa Petrea, Trustee Byron Severance, and Board Secretary Courtney Runkle. There was no further discussion, and the motion passed by a vote of 6-0.

Second Reading and possible adoption of the Hays CISD District of Innovation Plan – Amendment 8
Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees adopt the proposed amendment to the District of Innovation Plan, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed by a vote of 6-0.

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

Board President Will McManus read the suggested motion to 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. Trustee Esperanza Orosco seconded the motion. Max Cleaver, Chief Operations Officer, responded to a question from Trustee Vanessa Petrea. There was no further discussion, and the motion carried by a vote of 6-0.

Consideration and possible approval of an Interlocal Agreement with the Lower Colorado River Authority
Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the Interlocal Agreement between the LCRA and Hays CISD, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion carried with a vote of 6-0.

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

Board President Will McManus read the suggested motion to 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. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

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

Board President Will McManus read the suggested motion to move that 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. Trustee Esperanza Orosco seconded the motion. Max Cleaver, Chief Operations Officer, responded to questions and feedback from Trustee Johnny Flores, as did Jaret from Bartlett Cocke Contractors. There was no further discussion, and the motion passed with a vote of 6-0.

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

Board President Will McManus read the suggested motion to 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. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

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

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the design to date and initial cost estimate for 2023 Bond Bid Package 10 for adaptive playgrounds, as designed by O'Connell Robertson Architects, as presented. Trustee Esperanza Orosco seconded the motion. Max Cleaver, Chief Operations Officer, responded to questions from Trustees Vanessa Petrea and Johnny Flores. There was no further discussion, and the motion passed with a vote of 6-0.

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

Board President Will McManus read the suggested motion to 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. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

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

Board President Will McManus read the suggested motion to 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. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

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

Board President Will McManus read the suggested motion to 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. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the Bond-Interest-Earning-funded Repair and Improvement of the Floor at the Johnson High School Weight Room and the Lehman High School weight Room – BSN Sports

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the repair and improvement of the floor in the Johnson HS and Lehman HS weight rooms by BSN Sports, funded by bond-interest-earnings, for an amount not to exceed \$180,806, as presented. Max Cleaver, Chief Operations Officer, and Lance Moffett, Director of Athletics, responded to questions and feedback from Trustee Johnny Flores, Trustee Vanessa Petrea, and Board Secretary Courtney Runkle. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the Superintendent's Recommendations for Employment contracts for Administrators, Certified Professionals and Professionals for the 2024-2025 and 2025-2026 School Years

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the Superintendent's recommendations for employment contracts for Administrators, Certified Professionals and Professionals, including existing high school head football coach/athletic coordinator, high school band director/fine arts coordinator, assistant principal, academic dean, principal, director, executive officer, deputy officer, chief officer, and deputy superintendent, for the 2024-2025 and 2025-2026 school years, as discussed. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible adoption of a Resolution Regarding compensation of Tom Green Elementary Staff for Monday, March 25, 2024

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees adopt the resolution regarding compensation of Tom Green Elementary School staff for Monday, March 25, 2024. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible adoption of a Resolution regarding Compensation of Hays CISD Staff due to District-wide Closure for the Solar Eclipse

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees adopt the resolution regarding compensation of Hays CISD staff affected by the school district closure due to the solar eclipse on Monday, April 8, 2024, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the purchase of Instructional Materials for the Fall 2024 Opening of Cullen Elementary School

Board President Will McManus introduced this agenda item to begin discussion and to allow Dr. Michael Watson, Deputy Academic Officer, and opportunity to provide additional information if necessary. There was no further discussion requested. Mr. McManus read the suggested motion to move that the Hays CISD board of Trustees approve the 2022 Bond purchase of instructional materials for the fall 2024 opening of Cullen Elementary School, for an estimated amount not to exceed \$534,278.40, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the purchase of Opening Day Library Collection for Cullen Elementary – Follett Content Solutions

Board President Will McManus introduced this agenda item and read the suggested motion to move that the Hays CISD Board of Trustees approve the purchase of the opening day library collection for Cullen Elementary School from Follett School Solutions in the amount of \$196,507.61 as presented. Dr. Michael Watson, Deputy Academic Officer, responded to questions from Trustee Johnny Flores. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the purchase of Tier I Secondary Science Instructional Resources and Materials - Savvas

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the purchase of Tier I secondary science instructional resources and materials from Savvas, for an amount not to exceed \$161,212.50 per year for four years, for a total of \$644,850, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the purchase of Floor Scrubbing Machines – Ferguson Enterprises, LLC

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve the purchase of floor scrubbing equipment from Ferguson Enterprises, LLC, for an amount not to exceed \$123,477, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of Staff Relocation Services for the 2022 Bond Project Academic Support Center – MJD Moving dba MoveCorp

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve staff relocation services for the 2022 Bond project Academic Support Center from MJD Moving dba MoveCorp, for an estimated amount not to exceed \$64,788, as presented. Trustee Esperanza Orosco seconded the motion. Max Clever, Chief Operations Officer, responded to questions and feedback from Trustee Vanessa Petrea, Board Secretary Courtney Runkle, and Trustee Byron Severance. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of the purchase of Playground Materials and Services – Soil Express

Board President Will McManus read the suggested motion that the Hays CISD Board of Trustees approve the purchase of playground materials and services from Soil Express for an amount not to exceed \$113,619, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval of Guaranteed Maximum Price (GMP) 2 for 2023 Bond Bid Package 3 for Improvements at Hays High School, Barton Middle School, and the Hays CISD Performing Arts Center Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees approve BBMP 1 for 2023 Bond Bid Package 3 for improvements at Hays HS, Barton MS, and the Hays CISD Performing Arts Center from Bartlett Cocke Construction, as designed by Huckabee Architects, for an amount not to exceed \$14,513,020, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible approval to Charge the Facilities Bond Oversight Committee with Developing a Future Bond Recommendation

Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees charge the Facilities Bond Oversight Committee (FBOC), in accordance with policy CCA (Local) and the committee charter, with developing recommendations to present to the Board regarding the need for future bond election, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

Consideration and possible adoption of a resolution expressing intent to Reimburse Capital Expenditures Board President Will McManus introduced the agenda item to begin discussion. Max Cleaver, Chief Operations Officer, provided additional detail regarding this agenda item. Mr. McManus read the suggested motion to move that the Hays CISD Board of Trustees adopt the resolution expressing intent to reimburse capital expenditures from future bond proceeds in the amount not to exceed \$565,000, as presented. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 6-0.

The Board paused for short break at 7:43PM, returning to the dais at 7:56PM

INFORMATION ITEM

Report of Continuing Education Requirements for Board Members Under Senate Bill 1566

Board President Will McManus introduced the agenda item, and read the required script. All trustees are in compliance with requirements. There was no further discussion of this agenda item.

First reading of proposed revisions to Policy FNCA (Local)

Board President Will McManus introduced the agenda item to begin discussions. Dr. Brian Dawson, Director of Student Services, responded to questions and feedback from Trustee Vanessa Petrea, Trustee Esperanza Orosco, Board Secretary Courtney Runkle, Trustee Johnny Flores, and Board President Will McManus

Discussion of Districtwide Intruder Detection Audit Report Findings

Chief Safety and Security Officer Jeri Skrocki presented information to the Board of Trustees. There were no questions from the Board of Trustees regarding this agenda item.

Update on Safety and Security Initiatives in the District

There was no new information to share with the Board regarding this agenda item. The Board did not have questions regarding this agenda item.

Update on Bond, Construction, and Renovation Projects

Max Cleaver, Chief Operations Officer, responded to questions and feedback from Trustee Vanessa Petrea regarding the Hays HS weight room project.

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 8:15 PM to conduct the Superintendent's formative evaluation – quarterly progress report and superintendent's goals, pursuant to Tx. Gov't Code Section 551.074.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 10:30 PM.

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 President Will McManus announced that the next regular meeting is scheduled for Monday, May 13, 2024 at 5:30 PM. No further business was conducted, and the meeting was adjourned at 10:30 PM.

Minutes of Regular Meeting May 13, 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, May 13, 2024 beginning at 5:00 PM in the Hays CISD Academic Support Center, located at 21003 Interstate 35, Kyle, TX 78640.

CALL TO ORDER: Establish a quorum

Board President, Will McManus, called the meeting to order at 5:00 PM. All members of the Board were present.

CANVASS ELECTION RESULTS

Canvassing and certification of the May 4, 2024 Trustee election results for Hays CISD Single-Member District 3 and Trustee At-Large.

Chief Communication Officer, Tim Savoy, introduced this agenda item and provided details of reports to the Board of Trustees. There were no questions from the Board of Trustees. Board President Will McManus read the suggested motion to move that the Hays CISD Board of Trustees accept the prepared tabulation showing the total number of early voting and election day votes received in each precinct, the sum of the precinct totals, and the total number of voters who cast a ballot for each candidate. I further direct the secretary to note in the minutes of this meeting that the Board has completed the canvassing of the May 4, 2024 trustee election results for Hays CISD Single-Member District 3 and Trustee At-Large, and to enter the tabulation directly into the local election register maintained by the District. Trustee Esperanza Orosco seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

RECOGNITION OF OUTGOING BOARD MEMBER

Dr. Eric Wright addressed the Board of Trustees and those in attendance to recognize and thank Board President Will McManus for his service to public education. Trustees Raul Vela, Courtney Runkle, Byron Severance, Johnny Flores, Vanessa Petrea, and Esperanza Orosco addressed Mr. McManus to convey gratitude. Mr. McManus spoke in response.

OATHS OF OFFICE

Board President Will McManus introduced Tim Savoy, Chief Communication Officer, to begin the swearing-in process. Mr. Savoy guided through the ceremonial presentation of oaths of office administered by Buda Mayor, Lee Urbanovsky. Courtney Runkle was sworn in as the trustee for District 3. Geoff Seibel was sworn in as the trustee At-Large. There was a brief break for photos after the swearing-in ceremony concluded.

CLOSED SESSION

The Board adjourned to Closed Session at 5:34pm to deliberate regarding Board reorganization, and matters related to the duties and responsibilities of Board officers and Trustees pursuant to Tx. Gov't Code 551.074, and to deliberate regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076.

RECONVENE IN OPEN SESSION

Board Vice President Raul Vela called the Board back to order to reconvene in open session at 6:05 PM.

BOARD REORGANIZATION

Board Vice President Raul Vela introduced this agenda item and read the standard script for Board reorganization. Trustee Johnny Flores nominated Trustee Raul Vela for the office of President. No other nominations were made. Raul Vela accepted the nomination for President. Supporting this nomination were Trustees Byron Severance, Courtney Runkle, Geoff Seibel, Raul Vela, Esperanza Orosco, Vanessa Petrea, and Johnny Flores. There was no further discussion, and the nomination passed with a vote of 7-0.

Trustee Esperanza Orosco nominated Trustee Byron Severance for the office of Vice President. No other nominations were made. Byron Severance accepted the nomination for Vice President. Supporting this nomination were Trustees Byron Severance, Courtney Runkle, Geoff Seibel, Raul Vela, Esperanza Orosco, Vanessa Petrea, and Johnny Flores. There was no further discussion, and the nomination passed with a vote of 7-0.

Trustee Courtney Runkle nominated Trustee Vanessa Petrea for the office of Secretary. No other nominations were made. Vanessa Petrea accepted the nomination for Secretary. Supporting this nomination were Trustees Byron Severance, Courtney Runkle, Geoff Seibel, Raul Vela, Esperanza Orosco, Vanessa Petrea, and Johnny Flores. There was no further discussion, and the nomination passed with a vote of 7-0.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND TEXAS FLAGS

Board Secretary Vanessa Petrea lead the Board in the Pledge of Allegiance to the US and Texas flags.

MISSION STATEMENT

Board Vice President Byron Severance read the Hays CISD Board of Trustees Mission Statement.

SOCIAL CONTRACT

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

SUPERINTENDENT REPORT

Superintendent Dr. Wright expressed gratitude to voters for the new building, and recognized individuals who played a key role in its completion. He provided an update on enrollment, 23,581 students; with an attendance rate of 93.9%. Dr. Wright highlighted success in fine arts and athletics, and reminded the community about upcoming graduation ceremonies scheduled for May 28th and 29th. Dr. Wright responded to questions and feedback from Trustee Vanessa Petrea.

PUBLIC FORUM

There were two guests present wishing to address the Board of Trustees. Megan Quijano spoke regarding Hazardous Routes relating to Sunfield Elementary School. Lisa Locke registered as the representative of Girl Scout Troup #44789. Troop members spoke regarding access to feminine hygiene products at 5th grade restrooms, and all middle school and high school restrooms.

CAMPUS RECOGNITION

This presentation will be held at the May 20, 2024 Board meeting.

STUDENT ACHIEVEMENT REPORT

Dr. Brian Dawson presented slides to the Board of Trustees, and responded to feedback and questions from Trustee Johnny Flores, Courtney Runkle, Esperanza Orosco, and Geoff Seibel. Board President Raul Vela, Superintendent Dr. Eric Wright, Board Secretary Vanessa Petrea, and Board Vice President Byron Severance also engaged in conversation with Dr. Dawson.

CONSENT AGENDA

Items 2a, 2b, 2c and 2d were pulled for discussion.

Minutes of Board of Trustees Meetings

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

Procurements

Consideration and possible approval of the Cost of the Administration of Advanced Placement Exams – College Board

Joy Philpott, Director of Academics, responded to a question from Board Secretary Vanessa Petrea. Trustee Esperanza Orosco requested information regarding this agenda item.

Consideration and possible approval of the purchase of Instructional Materials for Advanced Placement US History – Cengage Learning

This agenda item will be moved to Action for the May 20, 2024 meeting as instructional materials were last adopted in 2012.

Consideration and possible approval of the purchase of Instructional Materials for Career and Technical Education Courses Forensic Science, Food Science, and Cosmetology – Cengage Learning

This agenda item will be moved to Action for the May 20, 2024 meeting as instructional materials are new for adoption.

Consideration and possible approval of the purchase of Instructional Materials for Career and Technical Education Courses Computer Science I and Computer Science II

Travis Smith, Coordinator of Instructional Materials, responded to questions from the Board of Trustees.

Budget Amendments

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

ACTION ITEMS

Second Reading and Possible Adoption of proposed revisions to Local Policy FNCA – Dress Code

Dr. Brian Dawson, Director of Student Services responded to questions from Trustee Johnny Flores. Trustee Courtney Runkle expressed gratitude for this policy update. There were no further questions or comments from the Board of Trustees.

First Reading of Proposed Revision to Policy FFAC (Local) – Medical Treatment

David Pierce, Deputy Academic Officer, introduced Megan Benthall, Director of Student Health Services, to provide a summary of the proposed revisions to this policy. There were no questions from the Board of Trustees.

Second Reading and Possible Adoption of provided revision to Local Policy FFAC – Medical Treatment

Second reading of these proposed revisions will be held at the May 20, 2024 Board meeting.

Consideration and possible approval of Third-Party Medicaid Billing Services – Texas Association of School Boards

This agenda item will be moved to June 2024 Board consideration.

Consideration and possible approval to Apply for TEA State Waiver – Low Attendance

Dr. Michael Watson, Deputy Academic Officer, introduced this agenda item. He responded to feedback and questions from Board Secretary Vanessa Petrea, Trustee Courtney Runkle, and Trustee Geoff Seibel. Dr. Eric Wright also provided information to the Board of Trustees.

Consideration and possible approval of the purchase of Instructional Materials for Advanced Placement Physics and Advanced Placement Psychology – Bedford Freeman and Worth Publishers, dba MPS

Joy Philpott, Director of Advanced Academics, and Travis Smith, Coordinator of Instructional Materials, introduced this agenda item and were available for questions. There were no questions from the Board of Trustees regarding this agenda item.

Consideration and possible approval of the purchase of Instructional Materials for Career and Technical Education Course Anatomy and Physiology – B. E. Publishing

Travis Smith, Coordinator of Instructional Materials, was available for questions from the Board of Trustees. Mr. Smith responded to feedback and questions from Board Secretary Vanessa Petrea.

The Board took a short break, and returned to the dais at 8:02 PM.

Consideration and possible adoption of a Resolution Declaring Hazardous Traffic Conditions

Chief Operations Officer Max Cleaver introduced Director of Transportation Cassandra Behr to present slides to the Board of Trustees regarding this agenda item. Ms. Behr and Mr. Cleaver responded to feedback and questions from Trustee Johnny Flores, Board Secretary Vanessa Petrea, Trustee Courtney Runkle, Trustee Geoff Seibel, Board President Raul Vela, and Trustee Esperanza Orosco. Dr. Eric Wright also spoke to provide information to the Board of Trustees.

Consideration and possible approval of the Assignment of Architect to Provide Design Services through Enhanced Schematic Design for Future Bond Improvements at Hays CISD Middle School Campuses

Chief Operations Officer Max Cleaver provided a detailed page from the most recent PASA Projections report, and addressed the Board of Trustees to provide details. Mr. Cleaver responded to questions and feedback from Board Vice President Byron Severance, Trustee Johnny Flores, Board Secretary Vanessa Petrea, Trustee Courtney Runkle, and Trustee Esperanza Orosco. Dr. Eric Wright also spoke to provide information to the Board of Trustees.

Consideration and possible approval of 2021 Bond purchase of Stage Lighting Equipment and Electrical Infrastructure for Wallace Middle School – Olden Lighting

Chief Operations Officer Max Cleaver provided general information regarding this agenda item. There were no questions from the Board of Trustees.

Consideration and possible approval of a Utility Easement for the Pedernales Electric Cooperative at Hays High School

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

Consideration and possible adoption of the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District and Agreement to Terminate Certain Instruments and the Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Hays CISD Performing Arts Center

Chief Operations Officer Max Cleaver provided a summary of both amendments, and responded to feedback and questions from Board Vice President Byron Severance and Trustee Courtney Runkle.

INFORMATION ITEM

Discussion of Districtwide Intruder Detection Audit Report Findings

Chief Safety & Security Officer Jeri Skrocki addressed the Board to provide information. There were no questions from the Board of Trustees regarding this agenda item.

Update on Safety and Security Initiatives in the District

There was no new information to share with the Board regarding this agenda item. The Board did not have questions regarding this agenda item.

Update on Bond, Construction, and Renovation Projects

Max Cleaver, Chief Operations Officer, responded to questions and feedback from Trustee Courtney Runkle.

Hays CISD Financial Statements

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

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Board Secretary Vanessa Petrea requested information regarding accessibility of feminine hygiene products to girls in 5th grade and above.

RECAP OF QUESTIONS

Board Vanessa Petrea did not recap the list of Board questions.

ADJOURN

Board President Raul Vela announced that the next meeting is scheduled for Thursday, June 6, 2024, a Board Budget Workshop, at 5:30 PM. No further business was conducted, and the meeting was adjourned at 9:14 PM.

Minutes of Regular Meeting May 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.hayscisid.net for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, May 20, 2024 beginning at 5:30 PM in the Hays CISD Academic Support Center, located at 21003 Interstate 35, Kyle, TX 78640.

CALL TO ORDER: Establish a quorum

Board President, Raul Vela, called the meeting to order at 5:30 PM. All members of the Board were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:30 PM to deliberate regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076.

RECONVENE IN OPEN SESSION

Board Vice President Raul Vela called the Board back to order to reconvene in open session at 6:18 PM.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND TEXAS FLAGS

Board Secretary Vanessa Petrea lead the Board in the Pledge of Allegiance to the US and Texas flags.

MISSION STATEMENT

Board Vice President Byron Severance read the Hays CISD Board of Trustees Mission Statement.

SOCIAL CONTRACT

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

SUPERINTENDENT REPORT

Superintendent Dr. Wright provided an enrollment update: 23,550, and announced the recent attendance percentage of 93.84%. Dr. Wright announced that the annual Teacher of the Year event was held on May 17th and announced the names of both the elementary and secondary teachers of the year. He reminded the group that graduation ceremonies for the class of 2024 are coming up on Tuesday, May 28th and Wednesday, May 29th. There were no questions from the Board of Trustees.

PUBLIC FORUM

There were two guests present wishing to address the Board of Trustees. Each speaker was allotted five minutes to speak. Megan Johnson addressed the Board regarding Instructional Coaches. Miguel Zuniga spoke regarding Lehman HS Cheer. Daniel Ayala addressed the Board regarding Instructional Coaches.

CAMPUS RECOGNITION

Dr. Michael Watson, Deputy Academic Officer, introduced Kyle Elementary School Principal Shawn Maxwell and Assistant Principal Kristin Seibel. Both presented slides to the Board of Trustees with participation from several students. The group presented trustees with cards. Mr. Maxwell and Mrs. Seibel received feedback and engaged in conversation with Board Vice President Vanessa Petrea, Trustee Courtney Runkle, Trustee Johnny Flores, Board Vice President Byron Severance, Trustee Geoff Seibel, Trustee Esperanza Orosco, Board President Raul Vela, and Superintendent Dr. Eric Wright.

STUDENT ACHIEVEMENT REPORT

This report was presented to the Board of Trustees on Monday, May 13, 2024.

CONSENT AGENDA

Board President Raul Vela read the suggested motion that the Hays CISD Board of Trustees approve the consent agenda, as presented. Trustee 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.

Minutes of Board of Trustees Meetings

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

Procurements

Consideration and possible approval of the Cost of the Administration of Advanced Placement Exams – College Board

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

Second Reading and Possible Adoption of proposed revisions to Local Policy FNCA – Dress Code

Board President Raul Vela introduced this agenda item to open for discussion. Dr. Brian Dawson, Director of Student Services, responded to feedback and questions from Trustee Courtney Runkle, Board Secretary Vanessa Petrea, Trustee Esperanza Orosco, and Trustee Geoff Seibel. Deputy Superintendent / Chief Academic Officer Marivel Sedillo also provided information in response to questions. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees adopt the proposed revisions to Policy FNCA (Local), as presented. Trustee Courtney Runkle moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Second Reading and Possible Adoption of provided revision to Local Policy FFAC – Medical Treatment

Board President Raul Vela introduced the agenda item. Megan Benthall, Director of Student Health Services, responded to questions and feedback from Board Secretary Vanessa Petrea. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees approve the proposed revisions to policy FFAC (Local), as presented. Trustee Courtney Runkle moved and Vanessa Petrea seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval to Apply for TEA State Waiver – Low Attendance

Board President Raul Vela introduced this agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the request to apply for the TEA State Waiver for low attendance on January 23, 2024. Board Secretary Vanessa Petrea moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of the purchase of Instructional Materials for Advanced Placement Physics and Advanced Placement Psychology – Bedford Freeman and Worth Publishers, dba MPS

Board President Raul Vela introduced this agenda item. Marivel Sedillo responded to questions from Board Secretary Vanessa Petrea. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees approve the purchase of Instructional Materials for AP Physics and AP Psychology from Bedford Freeman and Worth Publishers, dba MPS, for an amount not to exceed \$77,875.25, as presented. Trustee Johnny Flores moved and Vanessa Petrea 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 Instructional Materials for Career and Technical Education Course Anatomy and Physiology – B. E. Publishing

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the purchase of instructional materials for career and technical education course Anatomy and Physiology from B.E. Publishing for an amount not to exceed \$85,122.30, as presented. Trustee Geoff Seibel moved and Board Secretary Vanessa Petrea 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 Instructional Materials for Career and Technical Educations Courses Forensic Science, Food Science, and Cosmetology – Cengage Learning

Board President Raul Vela introduced the agenda item. Travis Smith, Coordinator of Instructional Materials, responded to questions from Trustees Geoff Seibel and Esperanza Orosco. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees approve the purchase of instructional materials for career and technical education courses Forensic Science, Food Science, and Cosmetology from Cengage Learning for an amount not to exceed \$90,090.28, as presented. Trustee Johnny Flores moved and Board Secretary Vanessa Petrea 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 Instructional Materials for Advanced Placement US History – Cengage Learning

Board President Raul Vela introduced the agenda item. There were no questions from the Board of Trustees. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees approve the purchase of instructional materials for Advanced Placement US History from Cengage Learning for an amount not to exceed \$75,636, as presented. Board Secretary Vanessa Petrea moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of the purchase of Instructional Materials for Career and Technical Education Course Computer Science I and Computer Science II – Code HS

Board President Raul Vela introduced the agenda item. There were no questions from the Board of Trustees. Board Secretary Vanessa Petrea moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible adoption of a Resolution Declaring Hazardous Traffic Conditions

Board President Raul Vela introduced the agenda item. Cassandra Behr, Director of Transportation, responded to feedback and questions from Trustees Johnny Flores and Courtney Runkle. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees adopt the resolution regarding hazardous traffic conditions and the current list of specific hazardous areas, as presented. Board Secretary Vanessa Petrea moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed with a vote of 6-1, with Trustee Courtney Runkle voting no.

Consideration and possible approval of the Assignment of Architect to Provide Design Services through Enhanced Schematic Design for Future Bond Improvements at Hays CISD Middle School Campuses

Board President Raul Vela introduced the agenda item. Marivel Sedillo, Deputy Superintendent / Chief Academic Officer, Nate Wensowitch, Executive Director of Bond, Construction and Planning, and Superintendent, Dr. Eric Wright, responded to questions and feedback from Trustee Courtney Runkle, Board Secretary Vanessa Petrea, Board Vice President Byron Severance, Trustee Johnny Flores, and Trustee Geoff Seibel. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees approve the assignment of O'Connell Robertson Architects to provide design services through enhanced schematic design for Additions and Renovations at six middle schools in an amount not to exceed \$2,400,000, and authorize the Superintendent to negotiate fees and execute a satisfactory contract, as presented. Trustee Johnny Flores moved and Board Secretary Vanessa Petrea seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of 2021 Bond purchase of Stage Lighting Equipment and Electrical Infrastructure for Wallace Middle School – Olden Lighting

Board President Raul Vela introduced this agenda item and read the suggested motion that the Hays CISD board of Trustees approve the 2021 Bond purchase of stage lighting equipment and electrical infrastructure for Wallace Middle School from Olden Lighting for an amount not to exceed \$117,500, as presented. Board Secretary Vanessa Petrea moved and Trustee Courtney Runkle seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of a Utility Easement for the Pedernales Electric Cooperative at Hays High School

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees grant an electrical utility easement to PEC at Hays High School, as presented. Board Secretary Vanessa Petrea moved and Trustee Courtney Runkle seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible adoption of the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District and Agreement to Terminate Certain Instruments and the Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Hays CISD Performing Arts Center

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District and Agreement to Terminate Certain Instruments and the Fourth Amendment of the Declaration of Covenants, Conditions, and Restrictions for Hays Consolidated Independent School District Performing arts Center, and authorize the Board President and Superintendent to execute documents necessary and convenient for the transaction, as presented. Trustee Johnny Flores moved and Board Secretary Vanessa Petrea seconded the motion. There was no further discussion, and the motion passed with a vote of 7-0.

INFORMATION ITEM

Discussion of Districtwide Intruder Detection Audit Report Findings

Board President Raul Vela introduced the agenda item. Jeri Skrocki, Chief Safety and Security Officer, addressed the Board to report findings of an exterior door audit. Ms. Skrocki responded to feedback and questions from Trustee Johnny Flores, Trustee Geoff Seibel, Trustee Esperanza Orosco, and Board President Raul Vela. S

Update on Safety and Security Initiatives in the District

There was no new information to share with the Board regarding this agenda item. The Board did not have questions regarding this agenda item.

Update on Bond, Construction, and Renovation Projects

Trustee Raul Vela introduced the agenda item. Nate Wensowitch responded to questions and feedback from Trustee Johnny Flores and Board Secretary Vanessa Petrea.

Hays CISD Financial Statements

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

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Trustees Courtney Runkle and Johnny Flores requested an update on Lehman Cheer. Dr. Eric Wright responded to provide information that a campus administrator would accompany the cheer team to NCA Camp. Mr. Flores requested an update on the Simon MS marquee.

RECAP OF QUESTIONS

Board Vanessa Petrea did not recap the list of Board questions.

ADJOURN

Board President Raul Vela announced that the next meeting is scheduled for Thursday, June 6, 2024, a Board Budget Workshop, at 5:30 PM. No further business was conducted, and the meeting was adjourned at 8:31 PM.

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

Date: June 24, 2024

Agenda Item: L.2

Board Goal: Community Relations

Subject: Consideration and possible approval of Procurements

Administrator Responsible/Position: Cabinet Members

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy - BE Law or Rule Other

C. Goal or Need Addressed:

Procurement of necessary items for the district.

D. Summary:

- Previous board action relating to this item - Ongoing
- Future action anticipated - Monthly
- Background information – The following procurements will be presented for approval
 - a. Learning Management System – Schoology
 - b. Online Learning System – Edgenuity
 - c. IEP and 504 Software – Frontline Education
 - d. Reading Instructional and Intervention Software – Amplify Boost
 - e. Intensified Algebra I Program – Agile Mind
 - f. Universal Screener for Math, Secondary Reading and Science – NWEA MPA Growth
 - g. Universal Screener for Reading – Amplify mCLASS

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other
All agenda items have been reviewed by the Superintendent's Cabinet.

F. Administrative Recommendation:

The Administration recommends approval of the listed procurement items.

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

H. Suggested Motion:

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: L.2a

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Learning Management System - Schoology

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

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to secure the procurement of the Learning Management System Schoology for the 2024-2025 school year for all elementary, middle, and high school campuses.

D. Summary:

- Previous board action relating to this item** – The Board has approved this item every year since 2020.
- Future action anticipated** – There will be an annual cost to maintain the system.
- Background information** – The Learning Management System Schoology provides a robust platform for our classrooms to maintain all online and offline resources and allows students to track their learning progress and build the executive functioning skills necessary for college, career, and military readiness such as time management, task initiation, self-monitoring, organization, planning and prioritizing. It also supports a shift to student-centered models of learning through increased student ownership/agency and personalization. A Learning Management System is also required for implementation of any Blended Learning instructional model.

E. Scope of Options Reviewed:

Contract Information: TIPS Contract #210101 Technology Solutions, Products & Services – Expires 5/31/26
When the school district first adopted Schoology (the summer after COVID started), we were in the process of identifying a Learning Management System to provide a robust platform for our students and teachers to learn and share their learning. We began our onboarding with the company and the state provided two years of funding for the platform. We have since continued paying for the Learning Management System Schoology.

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other Campus administrators and teachers, Curriculum and Instruction

G. Administrative Recommendation:

The administration recommends the approval of the Schoology Learning Management System.

Advantages/benefits of this proposal –

- Schoology provides our students and staff a way to house their learning. Many assignments can be auto-graded, allowing teachers time to analyze the data and constructed responses to identify what students need additional learning opportunities as well as what student need enrichment.
- Hays CISD students, teachers, and administrators are familiar and comfortable with the Schoology platform and have invested substantial time in creating and organizing content within the platform
- Teachers are able to share content across teams and their district colleagues easily
- Curriculum resources are continuously updated to be used in the Schoology platform

- Teachers are able to access fully online, blended and face to face professional development content any time, any place. The C&I department has designed a significant portion of our professional development using this platform and aligning our training and use of the LMS in professional development to model best practices for classroom use.
- Teachers at our Impact campus have greatly benefitted from the collaboration provided when students transition to and from their home campus. This provides for a more seamless educational experience for students as well.
- Features in Schoology enable teachers to align assignments and assessments to TEKS with the built in Texas Standards bank and track students' progress towards mastery in real-time. It integrates with many of the other resources making it an efficient dashboard for teachers, students, and parents to learning material at any time and any place.

- Expected results in terms of student benefit/achievement** – As stated in the Hays CISD Student Learner Profile, graduates will be able to integrate technology with learning, communication and working; as well as think critically and creatively
- Possible problems or disadvantages of this proposal** – The majority of our curriculum is built out in the Schoology platform and it is an easy way to communicate and share with parents. Should this not be approved, we would not have a way to share lessons across the teaching staff easily, as well as with our families. With any technology resource, a problem can occur when the Wi-Fi or internet lags as this resource is completely web based.
- Effect of this action on other parts of the system** - C&I host professional development and instructional resources for teachers and administrators on the Schoology platform
- Consequences of not approving recommendation** - Teachers would have to individually recreate all instructional materials in Google Classroom. Students would no longer have the ability to track their progress towards mastery or get consistently quick feedback on classroom formative assessments.

H. Fiscal Impact and Cost: Amount: \$113,579.15

Budget – General Fund **Bond** **Grant/Special Funds** **Other – FFE (\$4,368.43 for CES)**

Prior Year Spending – \$104,600

Future/Ongoing – This procurement will be an annual cost.

I. Monitoring and Reporting Time Line:

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

Evaluation method and timeline – C&I will continue evaluating this software through instructional walks and feedback from professional development and stakeholder groups

Next report to the board -

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of the Learning Management System Schoology, as presented

Sales Quote - This is Not An Invoice

 Prepared By: Emma Bailey
 Customer Name: Hays Consolidated Independent School District
 Contract Term: 12 Months
 Start Date: 24-JUN-2024
 End Date: 23-JUN-2025
 Billing Frequency: Annually

 Customer Contact: Emily Herrin
 Title: Director of Digital Learning
 Address: 21003 IH-35
 City: Kyle
 State/Province: Texas
 Zip Code: 78640
 Phone #: (512) 268-2141

| Product Description | Quantity | Unit | Unit Price | Extended Price |
|--|----------|-----------|------------|----------------|
| Initial Term 24-JUN-2024 - 23-JUN-2025 | | | | |
| License and Subscription Fees | | | | |
| PD+ for Schoology Learning | | 1.00 | Per Person | USD 1,579.15 |
| Schoology LMS Subscription | | 20,000.00 | Students | USD 112,000.00 |

 License and Subscription Totals: **USD 113,579.15**

Quote Total

| | |
|------------------------------|----------------------------------|
| Initial Term | 24-JUN-2024 - 23-JUN-2025 |
| Amount To Be Invoiced | USD 113,579.15 |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

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

Date: June 24, 2024

Agenda Item: L.2b

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of the Online Learning System, Edgenuity - Imagine Learning

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

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to secure the procurement of online learning system Edgenuity for the 2024-25 school year.

D. Summary:

- Previous board action relating to this item** – Hays CISD has previously approved and used Edgenuity for 2023-24 school year.
- Future action anticipated** – There will be an annual cost for this program. We are entering year 2 of our 5 year contract with the company.
- Background information** – The district has partnered with Edgenuity since 2013 to provide an online credit recovery platform for students.

E. Scope of Options Reviewed:

RFP #22-012304WC Online Learning System

Length of Contract: There is a one-year contract with four (4) options to renew through 5/23/2028

Reasons for rejecting alternatives: The committee ranked this platform as the most comprehensive to meet the multitude of programs, from an online platform for Live Oak Academy to the credit recovery programs at the three comprehensive high schools.

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: C&I, Campus Admin & Teachers

G. Administrative Recommendation:

The administration recommends approval of the online learning system Edgenuity from Imagine Learning.

- Advantages/benefits of this proposal** – This platform will continue to service our Live Oak Academy teachers and students, as well as our credit recovery program across the district. As the majority of our staff are already trained, we can continue to be successful with implementing best practices, and helping students get back on track to graduate on time.
- Expected results in terms of student benefit/achievement** – This platform offers continuity across our district in the implementation of a credit recovery program.
- Possible problems or disadvantages of this proposal** –
- Effect of this action on other parts of the system**

Consequences of not approving recommendation – Without the presence of an online learning system for our credit recovery program, students would have to be scheduled into the face to face class again, which would have a huge impact on our master schedule and the ability for students to graduate with the necessary credits. By using an online platform, we are able to schedule students in an Edge lab to recover whatever credits they may need.

H. Fiscal Impact and Cost: Total Amount: \$107,962.50 (Option 2, years 2-5 cost)

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

Prior Year Spending – \$143,950

Future/Ongoing – This procurement will be an annual cost

I. Monitoring and Reporting Time Line:

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

Evaluation method and time line –

Next report to the board – upon request

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of the online learning system Edgenuity from Imagine Learning for an amount not to exceed \$107,952.50, as presented.

Available Discounts

Discount Option 1: 3-Year Commitment

A 5% discount is available on license fees for a three-year commitment. 50% of the total is due in Year 1; the remaining 50% can be spread across equal payments in subsequent years.

| Item | Cost |
|--|------------------|
| License Fees for High Schools and Live Oak Academy (Three Years) | \$337,200 |
| DISCOUNT | (\$16,860) |
| Total License Fees | \$320,340 |
| Virtual Program – 30 Enrollments per Year | \$24,750 |
| Training | \$17,250 |
| THREE-YEAR TOTAL | \$362,340 |
| | |
| DUE IN YEAR 1: | \$181,170 |
| DUE IN YEAR 2: | \$90,585 |
| DUE IN YEAR 3: | \$90,585 |

Discount Option 2: 5-Year Commitment

A 10% discount is available on license fees for a five-year commitment. 25% of the total is due in Year 1; the remaining 75% can be spread across equal payments in subsequent years.

| Item | Annual Cost |
|---|------------------|
| License Fees for High Schools and Live Oak Academy (Five Years) | \$562,000 |
| DISCOUNT | (\$56,200) |
| Total License Fees | \$505,800 |
| Virtual Program – 30 Enrollments per Year | \$41,250 |
| Training | \$28,750 |
| FIVE-YEAR TOTAL | \$575,800 |
| | |
| DUE IN YEAR 1 | \$143,950 |
| DUE IN YEAR 2 | \$107,962.50 |
| DUE IN YEAR 3 | \$107,962.50 |
| DUE IN YEAR 4 | \$107,962.50 |
| DUE IN YEAR 5 | \$107,962.50 |

A la carte pricing options for instructional services and professional development are listed on the following page.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: L.2c

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of IEP and 504 Software – Frontline Education
(Formerly SuccessEd)

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Michelle Velasquez, Executive Officer of Special Education
Debbie Brown/Director of Academic Support

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 renew the purchase of the online IEP and 504 software for the 2024-2025 school year for the district.

D. Summary:

- Previous board action relating to this item –
- Future action anticipated – This is an annual cost
- Background information – Frontline Education (*formerly SuccessEd*) is an innovative educational software provider that combines the latest technology with expert knowledge and experience to put time-saving data management tools in the hands of educators which track compliance and services provided to student served in special education, Section 504, and Rti.

E. Scope of Options Reviewed:

Reasons for rejecting alternatives: Use of Frontline Education results in actionable data that allows for continuous review of the effectiveness of implemented strategies, accommodations, and methodologies thereby creating opportunities for every student to be successful.

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other SPED, C&I

G. Administrative Recommendation:

The administration recommends approval of Frontline Education for online IEP and 504 software for the 2024-2025

Advantages/benefits of this proposal:

- Provides time-saving data management of student individualized education plans, student assessment, consents, and notices
- Tracks compliance and services provided to students
- Provides Spanish translation of static information on forms
- Provides progress reporting system for IEP goals and secure email to parents
- Provides secure parent portal for parents to access student documents when notified
- Provides on-boarding training to use the system
- Provides on time technical help
- Provides online tutorials and manuals

- Expected results in terms of student benefit/achievement** – Increase clean data regarding student services, accommodations, and evaluation for the use of teachers to develop individualized plans.
- Possible problems or disadvantages of this proposal -**
- Effect of this action on other parts of the system –**
- Consequences of not approving recommendation** – Meeting State and Federal compliance requirements for documentation for students who receive special services.

H. Fiscal Impact and Cost: \$95,450.51

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

SPED Portion: \$60,663.42

Academic Support Portion: \$34,787.09

Prior Year Spending – \$89,602.87

Future/Ongoing – Renews on a yearly basis. Cost may fluctuate dependent on yearly enrollment at the end of October.

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Michelle Velasquez, Debbie Brown

Evaluation method and time line – SuccessEd is monitored on a yearly basis. The Executive Officer of Special Education and The Director of Academic Support, along with the SPED Software Management Coordinator, oversee the program to ensure compliance and data.

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of the IEP and 504 Software from Frontline Education for an amount not to exceed \$95,450.51, as presented.



INVOICE

Acct #: 9015890
#INVUS207210

Business Office
Hays Cons Ind School District
21003 INTERSTATE 35
KYLE TX 78640-5397

Start Date: 7/1/2024
Due Date: 7/31/2024

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

| Qty | Description | Start | End | End User | Rate | Amount |
|--------|--|----------|-----------|---------------------------------------|------------|-------------|
| 2,630 | Section 504 Program Management, unlimited usage for internal employees | 7/1/2024 | 6/30/2025 | 9015890 Hays Cons Ind School District | \$5.73 | \$15,069.90 |
| 1 | SIS Integration, Demographic data from SIS | 7/1/2024 | 6/30/2025 | 9015890 Hays Cons Ind School District | \$1,717.31 | \$1,717.31 |
| 2,630 | IEP Program Management, unlimited usage for internal employees | 7/1/2024 | 6/30/2025 | 9015890 Hays Cons Ind School District | \$21.76 | \$57,228.80 |
| 1 | SIS Integration, Special Ed data to SIS | 7/1/2024 | 6/30/2025 | 9015890 Hays Cons Ind School District | \$1,717.31 | \$1,717.31 |
| 20,327 | RTI Program Management, unlimited usage for internal employees | 7/1/2024 | 6/30/2025 | 9015890 Hays Cons Ind School District | \$0.97 | \$19,717.19 |

Your timely payment is important to maintain continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. We are unable to address PO# inquiries. Please check with your internal departments for PO# information. Any PO copies and/or vouchers for signature can be emailed to billing@frontlineed.com.

| | |
|----------|-------------|
| SUBTOTAL | \$95,450.51 |
|----------|-------------|

| | |
|----------------------------------|-------------|
| TOTAL DUE by 7/31/2024 | \$95,450.51 |
|----------------------------------|-------------|

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

Date: June 24, 2024

Agenda Item: L.2d

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Reading Instructional and Intervention Software - Amplify Boost

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

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to secure the procurement of elementary reading instructional and intervention software Amplify Boost

D. Summary:

Previous board action relating to this item – In 2021 Amplify Reading (now Amplify Boost) was selected to be the supplemental instruction and intervention software for K-5 Reading

Future action anticipated – There will be an annual cost for this program.

Background information – This program will help provide students with a personalized pathway for reading instruction. Amplify Boost is a supplemental reading curriculum that will help students progress at their individual level. The program meets all students where they are with powerful individualized instruction and practice, enabling student growth at all levels. The mCLASS universal screener works in conjunction with this software and places students at the appropriate reading level. The program addresses the following skills: phonological awareness, phonics and fluency, comprehension skills and vocabulary. The program provides easy to read usage and skills reports. The program also provides individualized reports for parents and caregivers.

E. Scope of Options Reviewed:

Sole Source on File – Per Texas Education Code (TEC) §28.006 (b-1), Amplify mCLASS is the one of the vendors that TEA selected for beginning-of-year kindergarten reading screenings. This will be the fifth year of implementation of this product

Reasons for rejecting alternatives: This reading software is directly aligned to the mCLASS reading screener that addresses a student's reading needs. This program provides a personalized pathway for improving reading skills.

F. Comments Received:

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

G. Administrative Recommendation:

The administration recommends approval of the purchase of instructional materials, as presented

Advantages/benefits of this proposal – It is a supplemental adaptive curriculum that empowers students at all reading levels to drive their own reading growth. It is a comprehensive, aligned system. All K-5 students are automatically enrolled in the program. It does not require additional set-up time. It is an adaptive curriculum that is 100% digital and works on any device. As students engage in reading practice it takes them through a game world that adapts to meet their unique learning needs. Provides robust classroom and administrator-level reports that give real-time results.

- Expected results in terms of student benefit/achievement** – To provide students with an engaging, supplemental, personalized reading program that addresses student’s unique reading needs.
- Possible problems or disadvantages of this proposal -**
- Effect of this action on other parts of the system –**
- Consequences of not approving recommendation** –Students in grades kindergarten through 5th grade will not have a supplemental reading personalized software program.

H. Fiscal Impact and Cost: Total Amount: \$181,908

Budget – General Fund **Bond** **Grant/Special Funds** **Other – FFE (\$11,369.25 for CES)**

Prior Year Spending – \$197,812.50

Future/Ongoing – This procurement will be an annual cost. TEA is no longer providing this reading supplement program for students in grades K-2.

I. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action - Marivel Sedillo, Derek McDaniel, Debbie Brown

Evaluation method and timeline – This supplemental reading program will provide students with additional support in reading. The Director of Academic Support oversees the process of implementation to ensure all students receive the needed interventions to be successful.

Next report to the board –

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of reading instructional and intervention software from Amplify Boost for an amount not to exceed \$181,908, as presented.



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-349396-3
Date: 6/4/2024
Expires On: 7/4/2024

Customer Contact Information

Debbie Brown
Hays Cons Ind School District
(512) 268-2141 x45030
debbie.brown@hayscisd.net

Amplify Contact Information

Carla Small
Sales support
csmall@amplify.com

| PRODUCT | QUANTITY | PRICE | TOTAL DISCOUNT | TOTAL PRICE |
|--|----------|---------|----------------|--------------|
| Boost Reading Texas G3-5 Student License - 1yr (2024-2025) | 5,100.00 | \$21.10 | \$10,761.00 | \$96,849.00 |
| Boost Reading Texas GK-2 Student License - 1yr (2024-2025) | 4,100.00 | \$21.10 | \$8,651.00 | \$77,859.00 |
| Boost Lectura Add On Student License - 1yr (2024-2025) | 800.00 | \$10.00 | \$800.00 | \$7,200.00 |
| TOTAL | | | \$20,212.00 | \$181,908.00 |

TOTAL DISCOUNT

\$20,212.00

GRAND TOTAL

\$181,908.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 08/01/2024 until 07/31/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: L.2e

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Intensified Algebra I Program – Agile Mind

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

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to secure the procurement of Intensified Algebra I program from Agile Mind for Lehman High School.

D. Summary:

Previous board action relating to this item – In 2022 the Intensified Algebra I program from Agile Mind was selected for Lehman High School

Future action anticipated – There will be an annual cost for the program

Background information – Students entering Algebra I at Lehman High School have been disproportionately impacted by the pandemic and need intensive academic interventions for mathematics. Data shows that for the past two years, the percentage of students achieving meets grade level on the grade 7 and grade 8 STAAR Mathematics assessments show a need for targeted instruction on middle school mathematics concepts and skills. Agile Mind's Intensified Algebra I course utilizes research from the Charles A. Dana Center at the University of Texas at Austin to develop a curriculum that specifically targets these middle school concepts and skills in a block schedule format, requiring 75-90 minutes of instruction per day. The 8-period block schedule currently in place at Lehman High School allows for students to receive this double block of instruction, providing them with the necessary mathematical interventions, but not at the expense of falling behind in course credits. The Intensified Algebra I course also provides specific and dedicated lessons to student's Social and Emotional Learning needs, using current brain research to model growth mindsets and self-efficacy within mathematics.

E. Scope of Options Reviewed:

Contract Information: OMNIA Partners Contract #R191901 Educational Software Solutions & Services

Reasons for rejecting alternatives – Current Algebra I curricular resources do not combine Tier 2 and 3 interventions needed from middle school mathematics into one cohesive curriculum. The comprehensive curriculum, instructional resources, SEL lessons, and embedded supports driven by research from the Charles A. Dana Center from the University of Texas at Austin meet the current needs of Algebra I at Lehman High School.

F. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: C&I, LHS Admin & Algebra I team

G. Administrative Recommendation:

The administration recommends approval of instructional materials, as presented

Advantages/benefits of this proposal –

- Social and emotional learning constructs are integrated within the Intensified Algebra I curriculum. This groundbreaking program melds best practices in math instruction with advances in psychology and in research on struggling learners to shape students' engagement, confidence, and commitment to challenging academic programs. Students are motivated. Teachers are energized. And parents see for their children a future where success is achievable.
- Agile Mind's Intensified program is a blended program that integrates a comprehensive, engaging mathematics curriculum with interventions for struggling learners to motivate and develop students' positive beliefs about their academic abilities.
- Content in the program is authored through a partnership with the Charles A Dana Center at The University of Texas, the Learning Sciences Research Institute at Chicago, Agile Mind and leading educators throughout the country.
- Professional Learning and Coaching provided. A coach from Agile Mind will be on campus to work with teachers, model lessons and help customize for our specific students.
- The additional time afforded by double-blocking the course along with the depth of remediation of prior content will strengthen learning for all students. The program also shifts teacher preparation to true Professional Learning Community planning and implementation rather than activity creation.

Expected results in terms of student benefit/achievement –

- Increase in student achievement on Algebra I EOC and the percentage of students achieving Meets grade level
- Increase in students earning Algebra I credit
- Increase in student engagement and self-efficacy with more abstract Algebraic concepts
- Data over course of implementation shows year over year improvement in STAAR data for both first time testers as well as re-testers

Possible problems or disadvantages of this proposal –

Effect of this action on other parts of the system –

Consequences of not approving recommendation –

- Students who are behind mathematically may struggle to receive the Tier 2 and Tier 3 interventions necessary to be successful in Algebra I and at higher level mathematics
- Unsuccessful students may believe they are not capable of learning higher level mathematics

H. Fiscal Impact and Cost: Total Amount: \$62,894

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

Prior Year Spending – \$77,994

Future/Ongoing – This procurement will be an annual cost

I. Monitoring and Reporting Time Line:

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

Evaluation method and time line – Student achievement data for Unit Assessments, semester exam, Benchmark, and MAP Growth

Next report to the board –

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of Intensified Algebra program from Agile Mind, for an amount not to exceed \$62,894, as presented

Agile Mind, Inc.

1701 W. Northwest Hwy. Suite 290

Grapevine, TX 76051

Phone: 866-284-4655

www.agilemind.com



SCOPE OF WORK

Prepared for:

Natalee Peterson

Natalee.Peterson@hayscisd.net

Hays CISD

Proposal Issued:

5/30/2024

Proposal pricing expires:

6/30/2024

Proposal Summary

Agile Mind is pleased to offer this proposal in support of your effort to prevent Algebra I failure and increase student achievement. We believe that in partnership, together we can make a significant impact in these areas. This proposal describes the components of the services we recommend, provides pricing information, and suggests steps to get started on enacting these impactful solutions.

Course Programs and Services

Intensified Algebra

Blended teaching and learning system available to all leaders, teachers and students, encompassing curriculum, automated assessments, and real-time progress reports.

Online, job-embedded professional development, including complete, embedded, day to day guides to teaching every concept.

Agile Assessment

The district leaders have said your district would benefit from flexible, next-generation assessments to identify students' areas of need in critical standards for additional instructional feedback, guidance, and management. Agile Assessment provides thousands of assessments embedded in each grade level program and equips teachers and leaders with targeted information on standards, level of difficulty, and reading level.

Professional development institute for teachers and leaders

Agile Mind offers a wide array of professional learning opportunities with topics important to the educational landscape of the educators we serve. Virtual and in-person events are differentiated to support teachers and leaders new to Agile Mind and those who are experienced with our programs. These are typically organized as summer institutes.

Advisor Services

On-site, in-class and virtual coaching and participation support to help educators successfully enact and benefit from the programs. Advisor Services, are scheduled throughout the academic year and customized to meet your needs.

Technical and engineering support

Responsive Support Technicians to ensure that the technical and logistical needs of your teachers, students, and other staff are met in a timely way.

Cost Summary

| Course Programs | 1 Year Cost | 3 Year Cost |
|--|-----------------|--|
| Intensified Algebra Course programs for up to 480 Students Course programs and services for 6 Teachers 2-Volume student activity consumable book set for each student 2-Volume Advice for Instruction Manual for each teacher | \$48,894 | \$132,014 |
| Proposal Total | \$62,894 | \$174,014 |
| | | <i>10% Discount on Licenses Paid Upfront</i> |
| | | <i>Savings \$14,668</i> |

Included Professional Development Services

- Professional Seminar each year for all teachers and leaders
- Implementation Planning Meeting
- Access to How-to videos
- System access set-up and rostering
- Online, embedded teacher support for instructional planning and delivery
- Full access to Online Help system
- Access to telephone help system during key hours

Recommended Professional Development Services

Advisor services can be purchased at a cost of \$3,500 each for full-day services and \$750 each for virtual services. Recommended services scheduled to ensure each teacher can conveniently be supported with one to two days of customized support without losing valuable class time:

| Full-day Onsite Services | Cost |
|--------------------------|----------|
| Year 1 - 4 | \$14,000 |
| Year 2 - 4 | \$14,000 |
| Year 3 - 4 | \$14,000 |
| Year 4 - 4 | \$14,000 |
| Year 5 - 4 | \$14,000 |

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: L.2f

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Universal Screener for Mathematics, Secondary Reading, and Science – NWEA MAP Growth

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

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to secure the procurement of online universal screener NWEA MAP Growth for all elementary, middle, and high school campuses.

D. Summary:

Previous board action relating to this item – Hays CISD has previously used the NWEA MAP Growth universal screener for mathematics during the 22-23 and 23-24 school years.

Future action anticipated – There will be an annual cost for this program

Background information – For the previous two years, Hays CISD used the NWEA MAP Growth universal screener for mathematics in grades K-7. Students were screened three times a year at the beginning, middle, and end of the year. The need for a research-based universal screener to identify individual student needs and implement instructional best practices for Multi-Tiered Systems of Support for mathematics is critical. MAP Growth offers a norm-referenced nation-wide comparison for both achievement and growth over a student's academic career. The industry standard for universal screening in mathematics, MAP Growth informs students, teachers, parents, and administrators on the percentile ranking for achievement and growth and identifies students' strengths and weaknesses. MAP Growth also has partnerships with DreamBox and Khan Academy to align and support our other district initiative in mathematics. MAP Growth is also approved as a Teacher Incentive Allotment measure.

E. Scope of Options Reviewed:

Contract Information: Allied States Cooperative #24-7474

Reasons for rejecting alternatives: The K-8 alignment and consistency of one universal screening platform for mathematics, as well as the historical accuracy of the norm-referenced comparison groups make MAP Growth the nation's leading universal screener. At the K-3 level, teacher and administrator feedback has focused on the Amplify *Mathematics* screener not being nearly as accurate nor easy to administer as the MAP Growth assessment. At 6-8, middle schools used 3 different screeners and MAP will make for consistency from 6-English 3 for reading.

F. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Curriculum and Instruction, Mathematics Teacher Committee, Elementary & Secondary Principals, Teacher Incentive Allotment Steering Committee

G. Administrative Recommendation:

The administration recommends approval of the online universal screener, as presented.

Advantages/benefits of this proposal –

- Consistent assessment platform for K-8 Mathematics, Algebra I, Geometry, Algebra 2, 6-8 Reading, English 1, English 2, English 3, 5-8 Science, and Biology in an all-online system making test administration much easier for teachers.

- NWEA MAP is a preferred assessment on the TEA's Teacher Incentive Allotment (TIA) list. Adding MAP will allow English 3, Geometry, Algebra 2, 5-8 Science, and Biology teachers to be eligible for TIA.
- Accurate, norm-referenced data on students' achievement levels, growth, percentile rankings, strengths and weaknesses. Students, teachers, and parents will know exactly how much a student has grown over a certain period of time
- MAP Growth accurately projects STAAR and SAT/ACT performance, giving campuses 3 additional checkpoints.
- MAP Growth scores allow for personalized learning pathways so that every student is able to work on exactly what they may need to fill in.
- Aligned to TEKS including the new TEKS for Science.
- Administered three times a year for 45 minutes each: Beginning, Middle, and End of each year

- Expected results in terms of student benefit/achievement** – Students will benefit from the individualized learning pathways address their specific strengths and weaknesses. Teachers have accurate, research-based data to allow for intentional grouping and differentiated instruction.
- Effect of this action on other parts of the system** – Increased performance in building students' learning pathways are developing confidence and proficiency as we prepare our students for the PSAT, AP, and SAT assessments.
- Consequences of not approving recommendation** – Teachers will not have research-based data to make instructional decisions for mathematics. Students may not get the individualized instructional lessons that accurately address their misconceptions and misunderstandings.

H. Fiscal Impact and Cost: Total Amount: \$221,600

- Budget – General Fund** **Bond** **Grant/Special Funds** **Other – FFE (\$8,523.07 for CES)**
- Prior Year Spending** – \$155,449 (increase in 24-25 due to Teacher Incentive Allotment expansion)
- Future/Ongoing** – This procurement will be an annual cost

I. Monitoring and Reporting Time Line:

2024-2025 Hays CISD Assessment Calendar will assess students in K-8 Mathematics, Algebra I, Geometry, Algebra 2, 6-Reading, English 1, English 2, English 3, 5-8 Science, and Biology three times a year.

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

Evaluation method and time line – Immediately following BOY, MOY, and EOY screeners, campus teams evaluate students' needs. Student growth will be evaluated through universal screener

Next report to the board –

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of universal screeners from NWEA MAP Growth for an amount not to exceed \$221,600, as presented.

SALES ORDER

Order Date: 04/03/2024

Start Date: 08/01/2024

Order #: 00095476

End Date: 07/31/2025

Prepared For

Account Name: Hays CISD

Agency Code: 20244

Primary Contact: Kevin Malandrucolo

Email: kevin.malandrucolo@hayscisd.net

Customer Information

Hays CISD
21003 Interstate 35
Kyle, TX 78640
United States

Bill-To Information

Hays CISD
21003 Interstate 35
Kyle, TX 78640
United States

NWEA Sales Point of Contact

Tiffany Arce

tiffany.arce@nwea.org

Products & Services

| Product | Catalog Price | Sales Price | Quantity | Total Price | Item Discount |
|---------------------------------------|---------------|-------------|----------|--------------|---------------|
| MAP Growth K-12 | \$14.50 | \$12.25 | 9,600 | \$117,600.00 | -\$21,600.00 |
| MAP Growth Single Subject | \$10.00 | \$8.50 | 9,600 | \$81,600.00 | -\$14,400.00 |
| MAP Growth Science (Add-On) | \$2.75 | \$2.50 | 8,000 | \$20,000.00 | -\$2,000.00 |
| Growth Report +1hr Virtual Consulting | \$3,000.00 | \$0.00 | 1 | \$0.00 | -\$3,000.00 |
| Growth Report +1hr Virtual Consulting | \$3,000.00 | \$2,400.00 | 1 | \$2,400.00 | -\$600.00 |

| | |
|--------------------|---------------------|
| Discount | -\$41,600.00 |
| Subtotal | \$221,600.00 |
| Estimated Tax | \$0.00 |
| Grand Total | \$221,600.00 |

Notes

Option 2: K-8 Math, AI, All, Geo (19200); 6-8 Reading, EI, EII, EIII (9600); 5-8 Science, Bio (8000)

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.



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

Date: June 24, 2024

Agenda Item: L.2g

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of a Universal Screener for Reading – Amplify mCLASS

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

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to secure the procurement of reading universal screener Amplify mCLASS.

D. Summary:

Previous board action relating to this item – In 2020 the Amplify mCLASS screener was selected to be the universal screener for K-5 Reading

Future action anticipated – There will be an annual cost for this program.

Background information – This screener will assess students in English and Spanish. The mCLASS Texas Edition has been selected as an approved Texas Education Agency Reading Diagnostic tool that will be aligned to the HB 3 Science of Teaching Reading initiatives. The use of a universal screener is vital in identifying students at risk for academic difficulty in reading. Through a partnership with TEA, Amplify mCLASS for students in grades K-2 will be funded through the 2024-2025 school year. This procurement allows us to expand the usage through grades 3-5 with mCLASS reading. Teachers will be able to access all information through one dashboard for both English and Spanish.

E. Scope of Options Reviewed:

Sole Source on File – Per Texas Education Code (TEC) §28.006 (b-1), Amplify mCLASS is the one of the vendors that TEA selected for beginning-of-year kindergarten reading screenings. This will be the fifth year of implementation of this product.

Reasons for rejecting alternatives: The continued use of a consistent screener allows opportunity to track growth over time.

F. Comments Received:

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

G. Administrative Recommendation:

The administration recommends approval of the purchase of instructional materials, as presented.

Advantages/benefits of this proposal – It is a supplemental adaptive curriculum that empowers students at all reading levels to drive their own reading growth. It is a comprehensive, aligned system. All K-5 students are automatically enrolled in the program. It does not require additional set-up time. It is an adaptive curriculum that is 100% digital and works on any device. The program provides the teachers with targeted lessons that can be used in on-on-one, small group or whole group settings, zones of growth and progress monitoring probes. Provides robust classroom and administrator-level reports that give real-time results.

Expected results in terms of student benefit/achievement – To provide teachers with data to plan for targeted lessons that address student's unique reading needs. The targeted lessons and progress monitoring probes are included within the platform. Amplify mCLASS works in conjunction with Amplify Boost.

- Possible problems or disadvantages of this proposal –**
- Effect of this action on other parts of the system -**
- Consequences of not approving recommendation -** Students will not have a universal screener for reading in grades K-5.

H. Fiscal Impact and Cost: Amount: \$76,365

Budget – General Fund **Bond** **Grant/Special Funds** **Other – FFE (\$4,772.81 for CES)**
Prior Year Spending – \$77,007.50

Future/Ongoing – This procurement will be an annual cost. TEA is providing this reading supplement program for students in grades K-2 through the 2024-2025 school year.

I. Monitoring and Reporting Time Line:

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

Evaluation method and timeline – Immediately following BOY, MOY, and EOY screeners and ongoing progress monitoring, campus teams evaluate students' needs. Student growth will be evaluated through universal screener and software usage reports. The Director of Academic Support oversees the process of implementation to ensure all students receive the needed interventions to be successful.

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of reading universal screener Amplify mCLASS for an amount to exceed \$76,365, as presented.



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-349414-3
Date: 2/28/2024
Expires On: 3/29/2024

Customer Contact Information

Debbie Brown
Hays Cons Ind School District
(512) 268-2141 x45030
debbie.brown@hayscisd.net

Amplify Contact Information

Carla Small
Sales support
csmall@amplify.com

| PRODUCT | QUANTITY | PRICE | TOTAL PRICE |
|---|----------|---------|--------------------|
| mCLASS Texas, GK-G2 | 4,175.00 | \$0.00 | \$0.00 |
| mCLASS:Lectura Annual Student Subscr GK-2 for existing mCLASS Texas customers | 800.00 | \$0.00 | \$0.00 |
| mCLASS:Lectura Annual Student Subscr G3-6 for existing mCLASS Texas customers | 75.00 | \$5.00 | \$375.00 |
| mCLASS Texas, G3-G6 | 5,100.00 | \$14.90 | \$75,990.00 |
| TOTAL | | | \$76,365.00 |

| SHIPPING AND HANDLING | SHIPPING COST | TOTAL PRICE |
|-------------------------------|---------------|-------------|
| Amplify Shipping and Handling | \$0.00 | \$0.00 |

GRAND TOTAL **\$76,365.00**

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

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

Date: June 24, 2024

Agenda Item: L.3a

Board Goal: Community Relations

Subject: Consideration and Possible Renewal of Cooperative Agreement between Hays CISD and the Teacher Fellows Program of Texas State University

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 N/A

C. Goal or Need Addressed:

The purpose of this agreement is to renew and specify the relationship among the Texas State Teacher Fellows Program, the Teacher Fellows (inductees), the Exchange Faculty teacher(s) and the school district.

D. Summary:

Previous board action relating to this item – This is an annual agreement
 Future action anticipated -
 Background information - To maintain the common interests of Texas State University and Hays CISD in providing appropriate ongoing professional development programs for Teacher Fellows and Exchange Faculty.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other -

F. Administrative Recommendation:

Advantages/benefits of this proposal – Continuing this annual agreement benefits our students and teachers.
 Consequences of not approving recommendation - Not having a partnership of this nature reduces our potential pool of high-quality teachers and may subsequently reduce our ability to fill vacancies by the first day of instruction.

G. Fiscal Impact and Cost: Amount: \$309,750 (includes 7 fellows)

Budget Bond Grant/Special Funds Other
Prior Year Spending - \$288,750

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action - Christina Courson
Evaluation method and time line – Our Teacher Fellows undergo a rigorous program while teaching and are expected to present on their annual performance.
Next report to the board -

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the memorandum of understanding between Hays CISD and the Texas State University Teacher Fellows Program, as presented.

Texas State University
Teacher Fellows Program Memorandum of Understanding

This Memorandum of Understanding (MOU) is between Texas State University, on behalf of the Teacher Fellows Program and herein called “TxState,” **Hays CISD herein called “school district,”** TxState Teacher Fellows, and the school district’s Exchange Teacher. The purpose of this agreement is to specify the relationship among TxState, the Teacher Fellows (inductees), the Exchange Teacher(s), and the school district. This agreement reflects our common interests in providing appropriate on-going professional development programs for Teacher Fellows and Exchange Teachers.

In consideration of their participation in this cooperative professional development program, the benefits and responsibilities accruing to the parties from such an agreement, TxState, the Exchange Teacher(s), the Teacher Fellow(s), and the school district each, individually and jointly, agree as follows:

I

The terms of this MOU are conditioned upon full performance by **Hays CISD** of all obligations, including but not limited to the financial obligations, imposed upon it by the Teacher Fellows Program Responsibility Agreement entered into between TxState **Hays CISD**.

II

TxState agrees to:

1. Provide a TxState Teacher Fellows Program Director.
2. Provide administrative support to the TxState Teacher Fellows Program.
3. Together with school district, screen and select Teacher Fellows applicants to ensure that the applicants meet school district and university standards.
4. Together with school district, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet district and university standards.
5. Provide on-going professional training to the Teacher Fellows through graduate courses.
6. Meet with the Teacher Fellow, Exchange Teacher, and school district principal to assist in the professional development of the Teacher Fellow.
7. Provide each Teacher Fellow a scholarship of **\$20,400**, provided **Hays CISD** fully funds the total amount of this scholarship in accordance with the Texas Fellows Program Responsibility Agreement which is attached and incorporated herein for all purposes.
8. Provide in-state tuition for Teacher Fellows for the year of fellowship plus Summer I and II sessions immediately preceding and following the teaching fellowship year.
9. Provide access to TxState Student Health Services for TxState Teacher Fellows.
10. Provide induction training for the Exchange Teacher.
11. Require that the Exchange Teacher engage in the following:
 - a. Regular visits to the Teacher Fellow's classroom (no less than 1 visit per week) for the purpose of providing on-site assistance to the Teacher Fellow.
 - b. Participates with Teacher Fellows at Saturday and after school seminars as well as graduate classes deemed necessary.
 - c. Serves as liaison between the university and the school district.
 - d. Participates in supervision and/or induction training.

III

The Teacher Fellow agrees to:

1. Meet all requirements for Texas Teacher Certification prior to beginning the program.
2. Meet all requirements for admission to The Graduate College at Texas State University.
3. Attend and satisfactorily complete all requirements for designated graduate courses.
4. Perform the duties assigned by the school district and to serve as the teacher-of-record as assigned.
5. Adhere to all guidelines, regulations, and policies of the school district, the State Board of Education, TxState, the Texas State University System, and all legal requirements for public school teachers in Texas.
6. Acknowledge that, because the Teacher Fellow is not employed by the school district, the Teacher Fellow will not be issued nor entitled to an employment contract of any kind with the school district, including but not limited to an employment contract pursuant to Texas Education Code Chapter 21, and accordingly, will not be afforded any such contract rights.
7. Acknowledge that no employment relationship exists between the Teacher Fellow and the school district, or between the Teacher Fellow and Texas State University, and therefore the Teacher Fellow will not be entitled to such rights as may exist in the event of an employment relationship, including but not limited to worker's compensation or unemployment insurance benefits, except as expressly provided herein.
8. Acknowledge that, because the Teacher Fellow is not employed by or paid by the school district, the Teacher Fellow does not qualify for Teacher Retirement System benefits, and the school district will make no contributions on his or her behalf.
9. Acknowledge that he/she is solely responsible for any tax implications resulting or arising from the Teacher Fellow's receipt of any and all stipends paid pursuant to this Agreement.

IV

The Exchange Teacher agrees to:

1. Meet and maintain all requirements for Texas Teacher Certification.
2. Adhere to all guidelines, regulations, and policies of the school district and the State Board of Education and all legal requirements for public school teachers in Texas.
3. Participate in the training program offered by TxState.
4. Schedule weekly observations and support meetings with assigned Teacher Fellows during the period of the Teacher Fellows' induction year.
5. Provide support to assigned Teacher Fellows as prescribed by the Teacher Fellows program.
6. Conduct a follow-up conference after each observation.
7. Be an integral part of the classroom for assigned Teacher Fellows for the purpose of providing professional support and mentoring.
8. Provide professional support, guidance, and mentoring to the Teacher Fellows in the areas of: instructional strategies, classroom management, curriculum development, district and building policies, learning resources, and other areas of concern to the Teacher Fellow.

V

The school district agrees to:

1. Together with TxState, screen and select Teacher Fellow applicants to ensure that the applicants meet school district and university standards.
2. Together with TxState, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet school district and university standards.
3. Allow sick leave to the Teacher Fellow(s) commensurate with that allotted to other district first-year teachers.
4. Provide suitable elementary or middle school classroom placements for Teacher Fellows.
5. Release the Exchange Teacher from classroom duties to work full-time with the TxState Teacher Fellows Program.
6. Retain the Exchange Teacher on school district payroll at current salary and employee benefits, subject to the Exchange Teacher's successful fulfillment of the requirements established in Section IV above.
7. Provide stipends to the Teacher Fellow(s) commensurate with that allotted to other district first-year teachers such as: \$7,100 for Bilingual, \$1,750 for Special Education–Inclusion, \$2,500 for Special Education–Specialized, INSPIRE participation, and other duties as deemed necessary by the district.
8. Credit the Teacher Fellow with a year of service for district pay purposes in the event that the Teacher Fellow is subsequently hired by the school district following the fellowship year.
9. The school district will:
 - a. Be in charge of overall supervision of the Teacher Fellow(s) performance at the school.
 - b. Conduct appraisals in accordance with district policies.
 - c. Meet, as needed, with assigned Teacher Fellow(s) and Exchange Teacher for the purpose of providing professional support and guidance to the Teacher Fellow.
 - d. Appoint a school-district employee to act as liaison between the school district and the TxState Teacher Fellows Director, and
 - e. Conduct an orientation with the Teacher Fellow(s) prior to placement in the classroom.

VI

Sovereign Immunity. Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control.

Nondiscrimination. In their execution of this MOU the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this MOU.

VII

1. If any portion of this MOU shall be deemed void or invalid, the remaining portions of the MOU shall continue in full force and effect.
2. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
3. This MOU and all claims arising from this MOU shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this MOU and all claims arising from this MOU shall be brought in the federal or state courts serving Hays County in the State of Texas.
4. No Party shall assign or otherwise transfer its interest in this MOU without the express written permission of the other Party.
5. This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
6. By the execution and delivery of this MOU, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this MOU.

Signatures

| | |
|---|---------------|
| _____ President, Board of Trustees | _____ Date |
| _____ Superintendent | _____ Date |
| _____ Dean of College of Education, Texas State University | _____ Date |
| _____ Chair, Curriculum & Instruction Department | _____ Date |
| _____ TxState Teacher Fellows Representative | _____ Date |
| _____ Exchange Teacher | _____ Date |
| _____ Exchange Teacher | _____ Date |
| _____ TxState Teacher Fellow | _____ Date |

Teacher Fellows Program Responsibility Agreement

This Agreement, dated the ____ day of ____, 2024, is between Texas State University (TxState) and **Hays CISD (also referred to herein as either the Party or Parties).**

1. Background

1.01. TxState operates a Teacher Fellows Program in its Department of Curriculum and Instruction as a part of its course of study for graduate level teacher development. The Teacher Fellows Program pairs experienced teachers with fully certified first year teachers. TxState believes the participation of experienced elementary school teachers in this program will enhance its teacher development curriculum and quality induction for new teachers. **Hays CISD** employs experienced elementary school teachers who are willing to participate as mentors in TxState's Teacher Fellows Program.

1.02. By participating in TxState Teacher Fellows Program, **Hays CISD's** Teacher Fellows and Exchange Teachers can benefit from intensive professional development activities.

2. Agreement

2.01. Sponsorship of Teacher Fellows. **Hays CISD** agrees to sponsor seven fully certified first-year teachers from TxState Teacher Fellows Program and to assign them duties under the terms of the Teacher Fellows Program Memorandum of Understanding between TxState and **Hays CISD**. The Terms of the Texas State University Teacher Fellows Program Memorandum of Understanding are incorporated by reference into this agreement. **Hays CISD** may assign these Teacher Fellows reasonable additional duties and may anticipate that they will perform their duties satisfactorily.

- a. Each Teacher Fellow will comply with state and federal laws and **Hays CISD's** district policies and administrative directives.
- b. The Teacher Fellows will not be employees of **Hays CISD**, but **Hays CISD** will allow Teacher Fellows to utilize the same sick leave and other leave allowed to other teachers **Hays CISD** employs. **Hays CISD** will treat absences in excess of normal leave according to its policies.
- c. After an academic year in this program, **Hays CISD** may credit each Teacher Fellow with a year of teaching experience for purposes of local district creditable service for placement on the salary schedule if **Hays CISD** subsequently employs the Teacher Fellow.
- d. The Teacher Fellow hereby agrees and understands that health insurance or worker's compensation is not afforded by the **Hays CISD**.

2.02 Exchange Teachers. **Hays CISD** will release two experienced teachers, to be known as Exchange Teacher, from classroom duties with **Hays CISD**, and allow him/her to work full-time in TxState Teacher Fellows Program. The Parties will identify this teacher together. The Exchange Teacher will provide support services to TxState Teacher Fellows. TxState will assign duties to the Exchange Teacher, but the Exchange Teacher will remain an employee of **Hays CISD**, and will retain his/her current salary and be eligible for all employee benefits, including career ladder benefits. **Hays CISD** will pay these salaries and benefits.

2.03. TxState Support Services. TxState will provide professional support services to the Teacher Fellows and to **Hays CISD** as provided in this agreement and the Teacher Fellows Program.

3. Payment

3.01 Hays CISD will pay TxState THREE HUNDRED NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$309,750) in two installments of ONE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$154,875) each. The first installment is due on or before September 15, 2024. The second installment is due on or before February 15, 2025. This payment is for seven Teacher Fellows within Hays CISD.

Table for Teacher Fellows Program 2024-2025
Hays CISD

| | |
|-------------------|-------------------|
| 7 Teacher Fellows | Total = \$309,750 |
|-------------------|-------------------|

4. Term

4.01. This Agreement will begin on July 31, 2024 and end on July 31, 2025 unless sooner terminated as provided below.

4.02. Either Party may terminate this Agreement by giving the other 30 days written notice and reasonable opportunity to correct a perceived deficiency. If either Party terminates this Agreement under this section, the Parties will prorate the amount due to TxState according to the termination date.

5. General Provisions

5.01. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other. This Agreement is binding on the Parties and their successors and their assigns where permitted by this Agreement.

5.02. This Agreement and all claims arising from this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this Agreement and all claims arising from this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.

5.03. In their execution of this Agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. -, The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

5.04 This Agreement is the only agreement between the parties respecting this subject, and it supersedes all prior written or oral understandings between the parties respecting this subject.

5.05 Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.

5.06. The Parties may not amend this agreement unless they do so in writing. Representatives of both parties must sign any amendment for it to be valid.

Signatures

President, Board of Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Date

TxState Teacher Fellows Representative

Date

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

Date: June 24, 2024

Agenda Item: L.4

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.

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

Date: June 24, 2024

Agenda Item: L.5

Board Goal: Student Achievement

Subject: Consideration and possible approval of Application for Optional Flexible School Day Program at Live Oak Academy for the 2024-2025 School Year

Administrator Responsible/Position: Doug Agnew, Principal, Live Oak Academy

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:

- We wish to provide flexible school hours with additional support and interventions to students who are at risk of dropping out of a traditional school or have decided they want to continue past their 4th year of high school. Many of these students are unable to attend school in a traditional setting due to work and family commitments.
- We want to improve student performance by increasing the number of students successfully completing courses thus reducing the dropout rate at all high schools.
- We want to increase student attendance by offering students the opportunity to participate in a flexible school day.
- We want to increase the number of students re-enrolling to complete their high school education by offering flexible school hours.
- We will provide effective transition services to post-secondary education and/or career of choice through continued monitoring of course progress, attendance, and assessment performance.

It is our hope that the flexible schedule increases opportunities for students to complete required core academic coursework; graduate from high school; and realize a future of college and/or career options.

D. Summary:

- Previous board action relating to this item** – The Board approved the Application for the Optional Flexible School Day Program for the 2023-2024 school year in May 2023.
- Future action anticipated -**
- Background information -**

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other

G. Administrative Recommendation:

The administration recommends the board approve the Optional Flexible School Day Program Application, as presented.

H. Fiscal Impact and Cost: Amount N/A

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

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Mary Noble, Deputy Academic Officer

Evaluation method and time line -

Next report to the board - Yearly

J. Suggested Motion

I move that the Hays CISD Board of Trustees approve the Optional Flexible School Day Program Application for the 2024-2025 school year, as presented.

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

Date: June 24, 2024

Agenda Item: M.1

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval 2024-2025 Hays CISD Board Meeting Calendar

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Adoption of 2024-2025 Hays CISD Board Meeting Calendar

D. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

E. Administrative Recommendation:

The administration recommends the board approve the 2024-2025 Hays CISD Board Meeting Calendar, as presented.

F. Suggested Motion

I move that the Hays CISD Board of Trustees approve the 2024-2025 Hays CISD Board Meeting Calendar, as presented.



2024-2025 Hays CISD Board of Trustees Meeting Schedule

August 19, 2024 @ Hays CISD Academic Support Center - 5:30 pm

August 26, 2024 @ Hays CISD Academic Support Center - 5:30 pm

September 16, 2024 @ Hays CISD Academic Support Center - 5:30 pm

September 23, 2024 @ Hays CISD Academic Support Center - 5:30 pm

October 21, 2024 @ Hays CISD Academic Support Center - 5:30 pm

October 28, 2024 @ Hays CISD Academic Support Center - 5:30 pm

November 18, 2024 @ Hays CISD Academic Support Center - 5:30 pm

December 16, 2024 @ Hays CISD Academic Support Center - 5:30 pm

TUESDAY January 21, 2025 @ Hays CISD Academic Support Center - 5:30 pm

January 27, 2025 @ Hays CISD Academic Support Center - 5:30 pm

TUESDAY, February 18, 2025 @ Hays CISD Academic Support Center - 5:30 pm

February 24, 2025 @ Hays CISD Academic Support Center - 5:30 pm

TUESDAY, March 25, 2025 @ Hays CISD Academic Support Center - 5:30 pm

April 14, 2025 @ Hays CISD Academic Support Center - 5:30 pm

April 21, 2025 @ Hays CISD Academic Support Center - 5:30 pm

May 12, 2025 @ Hays CISD Academic Support Center – 5:30 pm

May 19, 2025 @ Hays CISD Academic Support Center - 5:30 pm

June 16, 2025 @ Hays CISD Academic Support Center - 5:30 pm

June 23, 2025 @ Hays CISD Academic Support Center - 5:30 pm

July 21, 2025 @ Hays CISD Academic Support Center – 5:30 pm

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

Date: June 24, 2024

Agenda Item: M.2

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible appointment of a Texas Association of School Board Delegate and Alternate Delegate for the Annual 2024 TASA/TASB Convention

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 N/A

C. Goal or Need Addressed:

Appointment of current board members to represent the District as a Delegate and Alternate Delegate at the annual TASA/TASB Convention

D. Summary:

- Previous board action relating to this item
- Future action anticipated -
- Background information - Annually, school districts have the opportunity to select a delegate and alternate delegate to represent local district interests at the Delegate Assembly held in conjunction with the annual TASA/TASB Convention. TASB's Delegate Assembly gives the Board a direct voice in advocating for Texas public schools, and in the overall direction of your Association.

It is the responsibility of the Board to designate a delegate and an alternate delegate to serve at the annual TASA/TASB Convention scheduled for this fall.

TASB's Delegate Assembly is a vital component of the association's governance structure. During the assembly local trustees from across Texas provide crucial direction to the TASB Board and staff in representing members' interests before state and national policy makers. Attending Delegate Assembly gives you the chance to participate in the democratic process that governs TASB. The selected delegate will:

1. Elect TASB's leadership team.
2. Vote on the upcoming Advocacy Agenda.
3. Learn how you can take action to champion your public schools.
4. Earn up to two hours of advocacy training credit.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Board Matter

F. Suggested Motion:

This is a board matter; however, a suggested motion can be provided.

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

Date: June 24, 2024

Agenda Item: M.3

Board Goal: Community Relations

Subject: Consider and possible approval of recommendations to name a part or parts of school facilities –
Academic Support Center Board Meeting Room

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: CW (Local)

Law or Rule

N/A

C. Summary:

Previous board action relating to this item – None

Future action anticipated – If adopted, signage would be installed to denote the newly adopted name.

Background information – Board policy CW (Local) allows for the Board to consider naming parts of existing facilities without necessitating a full naming process that is required for new buildings. Policy states: “A recommendation or request for dedicating an area of an existing facility may be made to the Superintendent. If appropriate, the Superintendent shall present the recommendation to Board members for their consideration.”

The superintendent has received a naming request from immediate past Board President Will McManus to name the Board meeting room in the Academic Support Center (ASC) in honor of Merideth Keller. See attached nomination submission for reasons and background.

D. Suggested Motion:

I move the Hays CISD Board of Trustees name the meeting room of the Board of Trustees at the Hays CISD Academic Support Center (ASC), the “Merideth Keller Board of Trustees Meeting Room”, as presented.

Tim Savoy

From: Will McManus <willmc141@outlook.com>
Sent: Wednesday, June 5, 2024 9:12 AM
To: Eric Wright
Cc: Tim Savoy; Barbara Gloria
Subject: Merideth Keller Naming Nomination

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Superintendent Dr. Eric Wright and Distinguished School Board Trustees,

Recognizing the tremendous contributions of women in leadership and the desire for the district's most recent naming committee to work toward diversifying named facilities in Hays CISD, it is my distinct pleasure to submit Merideth Keller as a naming consideration for the new Hays CISD Board of Trustees meeting room. The Merideth Keller Board Room would pay homage to a longtime, outstanding parent, volunteer, community member, and dedicated local public servant.

In its distinguished history, only 69 people have served as members of the Hays CISD Board of Trustees. Just one in ten have served four terms, and none have served five or more. Merideth Keller, a four-term trustee and past Board president, is the only woman to do so. As one of the longest-serving trustees, she is surpassed only in tenure by the legendary namesake for Pflugger Elementary – Ralph Pflugger, who actually encouraged her to seek election in the first place. There can be no doubt regarding the community respect and admiration she has earned. Both times she was contested during an election, she garnered right at 80% of the vote – and in the Hays CISD single-member-district (SMD 4) that consistently has the highest single-member-district voter turnout. No other trustee or bond measure in any recent contested election has even come close to that level of voter and community support.

Merideth Keller was on the Board during some of the most critical years in Hays CISD: years of tremendous growth, years of navigating the retirement of confederate symbolism for Hays High School, improving educational opportunities for students, creating the most employee-friendly school district in Texas, expanding public voice in processes, and stabilizing district leadership.

When she first was elected to the Board in 2010, the district had 14,536 students. When she left service on the Board, 22,185 students called the district home. That's a 7,649 student, or 53%, increase in student population. At the time, it was the fastest the district had ever grown. Serving on the management board of any school district is challenging, but especially one that is fast-growth. At the time she started Board service, the district was in trouble. Community concerns were rampant, leadership was transitory, test scores were failing, there were virtually no CTE (Career and Technical Education) opportunities for students, and systems and processes were chaotic.

Here is my quote from the Hays Free Press article written upon Merideth's retirement from the Board in May 2022: "You started the turnaround," McManus said. "When things were so bad in this district, you were one of the first people to step into the fire and say, 'We're going to fix this.' A lot of us came along, but only because you were brave enough to step in and start that."

Our students now earn thousands of career certifications. They compete with the best and excel in academics, fine arts, and athletics. Our current superintendent, Dr. Eric Wright, whom Merideth helped to hire, has stayed in Hays CISD longer than any other superintendent besides our founding superintendent, Moe Johnson, who held the post for the first 17 years. Our staff turnover rate was just above 6% last school year – unheard of compared to the state average. The 2021 Hays CISD Board of Trustees, with Merideth as a member, was named one of the four Honor Boards in Texas by the Texas Association of School Boards. And we have bridged our past with the bright future that is ahead of us.

I would be remiss if I didn't close with this year's Scripps National Spelling Bee winning word – "abseil." Despite all of her achievements, Merideth is perhaps best known as the consummate Hays CISD spelling bee advocate and judge. "Abseil" is a mountaineering term. Under her leadership, Hays CISD has climbed to tremendous new and noteworthy heights. Always a champion for students, parents, teachers, and employees, Merideth has not only climbed mountains for our district – she has moved a few, too.

Sincerely,

Will McManus
Immediate Past President
Hays CISD Board of Trustees

NOTICE: This email message and any files transmitted with it are the property of Hays CISD, are confidential, and intended solely to use by recipient(s) named above. This email may contain information that is confidential, privileged, or otherwise exempt from disclosure under applicable state and federal law. Any unauthorized use, retention, dissemination, forwarding, printing, or copying of this email or its attachments is strictly prohibited and may be in violation of the law. If you have received this message in error or are not the named recipient(s), please notify Hays CISD Helpdesk at (512) 268-7676 and immediately delete this email message from your computer.

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

Date: June 24, 2024

Agenda Item: M.4

Board Goal: Safety and Security

Subject: Consideration and possible approval of the 2023 Bond purchase of additional Access Control Systems for Districtwide Use

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 district adopted 'best practices' district-wide to address potential dangers to our campus student population that may occur when strangers breach a campus that includes locked, closed doors when students are present in instructional spaces. Multiple campus locations were "not securable" unless the door was locked with a key i.e., libraries, gymnasiums, etc. The flow of students into and out of these spaces is tremendous creating an unnecessary burden on the staff. Hays CISD wants to provide the best security options for staff and students while limiting disruptions. The addition of these systems will provide the best way to accomplish this.

D. Summary:

Background information:

Active shooter incidents and security breaches are addressed for Hays CISD by: Senate Bill 11, 2019, Administrative Procedure C-23, "Safety & Security of Campus Buildings" & C-25, "Door & Restroom Guidelines in Campus Buildings". Hays CISD has continued to enhance our security systems and adopted standards to facilitate that goal. The addition of access control devices for staff compatible with our current system will ensure the security of the students and staff in these areas.

E. Scope of Options Reviewed:

Contract Information:

Contract Length:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

G. Administrative Recommendation:

The procurement of these supplemental systems will aid in ensuring the continued safety and security of our campus population in the event of a critical incident or crisis on a campus that may occur. These are proactive steps to ensure campus community protection.

H. Fiscal Impact and Cost: Amount: \$226,080.37

Budget 2023 Bond Grant/Special Funds Other

Prior Year Spending –

- I. **Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action: Jeri Skrocki, Chief Safety and Security Officer

- J. **Suggested Motion:**
I move that the Hays CISD Board of Trustees approve the 2023 Bond purchase of additional Access Control Systems for districtwide use for an amount not to exceed \$226,080.37, as discussed and presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: M.5

Board Goal: Safety and Security

Subject: Consideration and possible approval of the purchase of Harris Handheld Radios and Desktop Systems to replace the current units.

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:

Hays CISD has a cooperative agreement with Hays County and all Hays County Emergency Services Organizations to include emergency management, emergency communications, police, fire and EMS. Early, rapid and efficient communication is necessary to aid all parties in obtaining the necessary assistance to prevent, mitigate, and respond to emergency situations. The current equipment utilized by HCISD is no longer efficiently compatible with our local emergency partners due to technology upgrades.

D. Summary:

Background information:

Active shooter incidents, security breaches, crisis response, and crisis communication are addressed for Hays CISD by our Emergency Operations Plan, Local and Legal Policy, Senate Bill 11, 2019 and collaborative agreements with our local first responder agencies. Hays CISD currently operates our emergency communication through Lower Colorado River Authority (LCRA) radio units. The current '900' system is considered out-of-date technology; the system is being phased out and parts are becoming unavailable. The district anticipated these issues and sought bond funding to begin the process of acquiring up-to-date '700' equipment. The new systems sought are the same equipment utilized by our local first responders. This collaboration affords the district to communicate as efficiently as possible due to the use of 'like-equipment' by all users. The district has also received bond/grant funding to add bi-directional antenna's (bda's) to enhance emergency communications on multiple district buildings utilizing these systems. Hays CISD seeks to utilize a portion of our existing systems to supplement our radio inventory in anticipation of future funding for anticipated growth for additional mobile radios and the eventual replacement of our white and bus fleet. The current proposal includes systems to replace 326 systems and 8 base stations.

E. Scope of Options Reviewed:

Contract Information:

Contract Length:

F. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other:

G. Administrative Recommendation:

The procurement of these radio systems will aid in ensuring the continued safety and security of our campus population in the event of any critical incident or crisis on or near a campus that may occur. These are proactive steps to ensure campus community protection in which immediate, efficient and reliable communication is detrimental.

H. **Fiscal Impact and Cost: Amount: \$695,229**
 Budget 2023 Bond: Safety & Security Grant/Special Funds Other
Prior Year Spending –

I. **Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action: Jeri Skrocki, Chief Safety and Security Officer

J. **Suggested Motion:**
I move that the Hays CISD Board of Trustees approve the purchase of the mobile/desktop radio systems contained in the specifications in the amount of \$695,229, as presented.



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
 Telecommunications

Customer: HAYS CONSOLIDATED ISD **Work Order #:** 000000006588267
Address: 21003 Interstate 35 ***Date:** 5/6/24
 Kyle, Texas 78640 *Pricing is valid for 30 days from the date of this Proposal.*

Statement of Work: 2815: Hays Consolidated ISD: Handheld/Desktop Migration to 700 P25

Purchase Order #: PO:

Comments: 700/800 MHz Handheld and Desktop Radio Pricing (with trade-in)

Labor

| TASK ID | Task Description | Hours | Rates | Line Cost |
|-------------------------|---|-------|----------|-------------------|
| 93010 | Control Station Accessories (700/900 MHz) | 48.0 | \$125.00 | \$6,000.00 |
| Labor Sub Total: | | | | \$6,000.00 |

Material

| TASK ID | Item | Description | Qty | Unit Cost | Line Cost |
|----------------------------|------------|---|-----|------------|---------------------|
| 91080 | | L3Harris XL-45P Handheld, 700/800 MHz, System-Full Keypad, Black, P25 Trunking, Phase II TDMA, Sgl. Key AES/DES/Enc. Lite, 1/2 Wave Antenna, Desk Charger, Belt Clip, with trade-in of 1 P5300 per XL-45P purchased | 301 | \$1,662.07 | \$500,283.67 |
| 91080 | | OTAP feature for handhelds, #XL-PL5K | 326 | \$261.63 | \$85,289.75 |
| 91080 | | L3Harris XL-45P Handheld, 700/800 MHz, System-Full Keypad, Black, P25 Trunking, Phase II TDMA, Sgl. Key AES/DES/Enc. Lite, 1/2 Wave Antenna, Desk Charger, Belt Clip-with no trade-in | 25 | \$2,007.07 | \$50,176.80 |
| 93010 | 1601002050 | FIBERGLASS OMNI ANTENNA; 746-869 MHz 3dB | 8 | \$290.18 | \$2,321.41 |
| 93010 | 1601002055 | HD MOUNTING BRACKET for Maxrad MFB24012 | 8 | \$32.91 | \$263.30 |
| 93010 | 1605011800 | TNC MALE CRIMP, HEX/KNURL NUT NO BRAID TRIM LMR400 | 8 | \$12.78 | \$102.28 |
| 93010 | 1608101100 | TRAY, BASE SPECTRA , MOTOROLA # HLN7042 | 8 | \$71.16 | \$569.31 |
| 93010 | | L3Harris XL-185M Desktop, 700/800 MHz, Scan-Dual Control, Universal Mount, P25 Trunking, Phase II TDMA, Sgl. Key AES/DES/Enc. Lite, 2-XL-CH Control Unit, Mounting Kit, Desktop 2-Accy Cable, 2-Desk Mic, w/trade-in of 1 M5300 desktop per XL-185M purchased | 1 | \$7,651.28 | \$7,651.28 |
| 93010 | | OTAP feature for desktops #XT-PL5K | 8 | \$261.63 | \$2,093.00 |
| 93010 | | L3Harris XL-185M Desktop, 700/800 MHz, Scan-Universal Mount, P25 Trunking, Phase II TDMA, Sgl. Key AES/DES/Enc. Lite, XL-CH Control Unit, Mounting Kit, Desktop Accy Cable, Desk Mic, w/trade-in of 1 M5300 desktop per XL-185M purchased | 7 | \$5,782.53 | \$40,477.73 |
| Material Sub Total: | | | | | \$689,228.54 |

Labor Total: \$6,000.00

Material Total: \$689,228.54

Job Total: \$695,228.54



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
Telecommunications

Customer: HAYS CONSOLIDATED ISD
Address: 21003 Interstate 35
Kyle, Texas 78640

Work Order #: 00000006588267
***Date:** 5/6/24

Pricing is valid for 30 days from the date of this Proposal.

Statement of Work: 2815: Hays Consolidated ISD: Handheld/Desktop Migration to 700 P25

Purchase Order #: PO:

Comments: 700/800 MHz Handheld and Desktop Radio Pricing (with trade-in)

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

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

Date: June 24, 2024

Agenda Item: M.6

Board Goal: Community Relations

Subject: Consideration and possible approval of the selection of General Legal Counsel for Hays CISD

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

- A. Purpose of Agenda Item:**
 Action needed Information only Receive input
- B. Authority for This Action:**
 Local Policy Law or Rule N/A
- C. Goal or Need Addressed:**
Select Legal Services for Hays CISD.
- D. Summary:**
 Previous board action relating to this item –
 Future action anticipated –
 Background information –
- E. Scope of Options Reviewed:**
RFP# 25-052401WC District Legal Services Effective June 25, 2024, with four optional renewal years.
- F. Comments Received:**
 Cabinet DLT FBOC Teacher Org. Reps. Other:
- G. Administrative Recommendation:**
The administration recommends approval of legal services for Hays CISD.
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Dr. Eric Wright, Superintendent
Evaluation method and time line -
Next report to the board -
- I. Suggested Motion:**
I move that the Hays CISD Board of Trustees approve the selection of general legal counsel for Hays CISD, as discussed and presented.

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

Date: June 24, 2024

Agenda Item: M.7

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible approval of the Memorandum of Understanding between Hays CISD and Texas State University Teacher Residency Partnership

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 N/A

C. Goal or Need Addressed:

The goal of the residency program is to outline the collective and individual obligations of Texas State University and the district to strategize, execute, and enhance a collaborative program that aligns its focus and resources with school improvement strategies. This includes integrating knowledge and expertise from the post-secondary level into the PK-12 level.

D. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information – The purpose of this agreement is to provide a high-quality Residency Program that prepares a diverse teacher workforce to serve and support the educational needs of Texas demographically diverse K-12 student body; including training for practice-based preparation, developing training that develops pedagogy, skills, and integrated coursework.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

Administration recommends approval of the MOU.

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

Budget Bond Grant/Special Funds Other

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action –Christina Courson, Chief Human Resources Officer

Evaluation method and time line –

Next report to the board -

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the memorandum of understanding between Hays CISD and Texas State University Teacher Residency Partnership, as presented.

Residency Partnership Memorandum of Understanding (MOU)

This **Memorandum of Understanding** (“MOU”) is entered into by and between Texas State University, acting on behalf of its College of Education (the “TXST”), and Hays CISD (the “District”), hereinafter referred to singly as “Party” and collectively the “Parties.

WHEREAS, subject to the terms and provisions of this MOU, the Parties desire to improve the preparation opportunities for aspiring teachers through the establishment and use of teacher residencies; improve teaching and learning methodologies in District schools; and encourage the subsequent hiring of residency participants throughout District schools; and

WHEREAS, the Parties desire to articulate shared goals for the residency program and to specify shared and individual responsibilities of TXST and District to plan, implement, and continuously improve a collaborative teacher residency program (the “Residency Program”).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, TXST and District agree as follows:

Term. This MOU will commence as of the date signed by both Parties and shall continue for a period of three years.

Program Structure. The Parties agree that at least five Resident Teachers may be selected to participate in the Residency Program at the discretion of the district’s pending budgetary availability.

Amendment. This MOU may be modified in writing, signed by both Parties.

Collaborative Goals.

The Parties will work together to design, implement, and monitor a high-quality teacher Residency Program. The Parties agree to collaborate as follows:

- a) Commit to developing a high-quality Residency Program that prepares a diverse teacher workforce to serve the educational and other needs of Texas’s demographically diverse K-12 student body; develop and provide training that includes practice-based preparation; develop training that supports and develops Residency Program participants’ content pedagogy and skills; provides integrated coursework; and provides a clinical-teaching experience that satisfies Texas Education Agency’s definition of a teacher residency, including a minimum of 3 days/week of clinical teaching under the close supervision of a high quality teacher mentor.
- b) Create a shared space to harness the strengths and expertise of both the District and TXST in training, developing, and supporting novice teachers.
- c) Recruit and prepare Residency Program participants in certification areas that meet District hiring needs.
- d) Align program focus and resources with school improvement strategies, including by incorporating knowledge and expertise at the post-secondary level at the PK-12 level.

- e) Include funding for Residency Program participant stipends and work towards a long-term strategic resource reallocation to sustainably fund residents in the year-long program.
- f) Focus on structures, processes, curriculum, and pedagogy that will ultimately support the learning needs of K-12 students most in need.
- g) Engage in shared continuous learning to improve the Residency Program, including reviewing and evaluating Residency Program outcomes
- h) Ensure that appropriate data sharing and other agreements are in place between the Parties during the term of this MOU.

Shared Responsibilities. The Parties agree to work together to meet the following shared responsibilities:

- a) Form a governance committee to jointly develop, monitor, and revise the Residency Program model and structures, as needed. The governance committee shall:
 - i) Include key leaders, collective bargaining units, and other stakeholders such as mentors and residents, from both the District and TXST;
 - ii) Meet at least quarterly on shared agenda items, addressing both short-term needs and long-term planning to achieve the ultimate goals of the Residency Program; and
 - iii) Develop shared program processes and responsibilities including processes for selecting Program Residency sites, mentor teachers, and Program Residency participants.
- b) Establish regular communication processes and expectations to ensure information and feedback is shared on an ongoing basis.
 - i) Create a clear document or handbook for Program Residency participants and mentors that outlines the Program Residency’s goals, structures, expectations, and other key information.
 - ii) Train relevant stakeholders regarding the Program Residency program and its requirements.
- c) In accordance with federal and State law, create a recruitment and advertising plan that will encourage a diverse applicant pool to apply for participation in the Residency Program.
- d) Collaborate on curricular integration and on Program and School improvements.
 - i) Explore how the Residency Program can augment, streamline, and deepen the program curriculum.
 - ii) Examine practices in District schools that could be augmented to strengthen P-12 student learning and supports.
 - iii) Co-design workshops and other learning supports for Residency Program participants and mentors.
- e) Create a long-term strategic plan to grow and sustain the Residency Program.
 - i) Commit to developing a sustainable funding model for year-long Residency Programs.
 - ii) Align program structures and resources with existing school- and district-level instructional needs.
 - iii) Draw on partner strengths to maximize impact and efficiencies.

- iv) Prioritize residency development for high-need certification areas while planning for longer-term shift for residency partnership across program areas.
- f) Create a learning plan to inform ongoing program improvement efforts.
 - i) Identify shared input and outcome measures.
 - ii) Design a collaborative team to engage the learning plan and interpret findings.

Teacher Preparation Program’s Responsibilities.

- a) Review and revise, as needed, the structure, scope and sequence of the Residency Program course work and staffing to align with the intensive clinical experiences of the Residency Program.
 - i) Ensure field experiences provide authentic learning opportunities and meet student learning needs inside schools.
 - ii) Review the curricular scope and sequence to ensure Resident Program participants have the requisite skills, knowledge, and dispositions prior to beginning their residency placement and have aligned coursework supportive of their placements throughout the residency year.
 - iii) Align residency placements and expectations with the District and university academic calendar.
 - iv) Assign a faculty member to the district whose duties may include regular support and supervision of residents, delivering embedded coursework, supporting mentor teachers, and/or providing professional learning opportunities.
- b) Commit to redirecting and/or realigning existing resources to support candidates during their residency placements, including supporting Residency Program participants’ access to financial aid and other financial support.
- c) Commit to redirecting and/or realigning existing resources to support teacher development and school improvement needs within partner districts.
 - i) Review field office structures and staff roles to assess the feasibility of reorganization/restructuring to provide more direct services inside districts and schools.
 - ii) Provide opportunities for classroom teachers to participate in resident coursework to support professional development goals.
 - iii) Consider possibilities of providing tuition support to mentors or other district teachers to enroll in leadership development programs.
- d) Enter into program agreements with residency sites and mentor teachers to assign specific roles and responsibilities for all relevant program stakeholders.
- e) Recommend for placement in residency only those Residents who have earned a satisfactory record and met the requirements established by the state and the Program.
- f) Provide Residents training regarding their professional responsibilities, relevant university policies, and state and federal laws with specific attention to the Family Educational Rights and Privacy Act and the Texas Educator Code of Ethics.

- g) Inform Program Resident participants that they must agree in writing that they will not share student information, videos, photos or other identifiable student work other than for the purpose of feedback, reflection, and learning with the cooperating teacher, district, and program.
- h) Take appropriate action with Residents with whom the District personnel has raised concerns.

District's Responsibilities.

- a) Review use of instructional dollars and budget patterns to identify resource reallocation possibilities to financially support teacher candidates during the residency year.
 - i) District commits to shifting resources to support 5 Resident Teachers. Three Special Education Resident Teachers will begin with a Spring start in 2025 and two Resident Teachers with a Fall start to begin in 2025.
 - ii) District will explore opportunities to shift additional resources to support an increased number of residents in additional certification areas.
- b) Review, and revise as needed, district policies, including any applicable collective bargaining agreements, that are related to teacher leader positions or career ladder opportunities to ensure mentor teachers are recognized within the District's human capital development system and mentoring is an appropriately compensated opportunity for experienced, effective educators.
- c) Position Residents as full-time school staff, including by providing them access to district HR and instructional systems and welcoming them to professional learning opportunities and other initiatives.
- d) Notify the Program of any concerns about a Resident in a timely manner.
- e) Pay undergraduate Resident Teachers selected for participation in this program a gross stipend of \$10,000 per semester. The District will pay stipends directly to the Resident and will not submit payment to TXST.

Dispute Resolution. The Parties shall seek to resolve informally any dispute that arises between them under this MOU. The Parties shall provide each other with written notice of any dispute arising out of this MOU. If a dispute cannot be resolved informally, the Parties shall follow the dispute resolution process provided for in Chapter 2260 of the Texas Government Code.

No Waiver. Notwithstanding any provision of this MOU to the contrary, nothing herein shall be construed as a waiver by either Party of its constitutional, statutory or common law rights, privileges, immunities, or defenses. To the extent the terms of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control.

Nondiscrimination. In their execution of this MOU, the Parties and others acting by or through them shall comply with all federal and State laws prohibiting discrimination, harassment, and sexual misconduct. The Parties agree not to exclude or discriminate against any individual on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this MOU.

Governing Law. The validity, construction, scope, and performance of this MOU shall be governed in accordance with the laws of the State of Texas.

Texas State University

Signature: _____
Glenna Billingsley, Ph.D., Chair of the Department of Curriculum and Instruction
Department of Curriculum and Instruction, College of Education, Texas State University
601 University Drive—ED 3046
San Marcos, TX 78666
gb28@txstate.edu
Office: 512- 245-3701

Signature: _____
Patricia Rocha, Ph.D., Director of Educator Preparation
Office of Educator Preparation, College of Education, Texas State University
601 University Drive— ED 2016
San Marcos, TX 78666
pr1120@txstate.edu
Office: 512-245-7880

Signature: _____
Michael P. O’Malley, Ed.D., Dean of the College of Education
Dean’s Office, College of Education, Texas State University
601 University Drive— ED 2001
San Marcos, TX 78666
mo20@txstate.edu
Office: 512-245-2150

Signature: _____
Print Name:
Title:
Hays Consolidated Independent School District
District or Contracting Party Name

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

Date: June 24, 2024

Agenda Item: M.8

Board Goal: Student Achievement

Subject: Consideration and possible approval of Request to Apply for TEA State Waiver: Missed School Day Waiver for Hemphill Elementary School

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

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

After the Board approved the plan for Hemphill ES for recovering minutes due to the mold shut down, the district had two unplanned closure dates:

- January 16, 2024 – Bad weather
- April 8, 2024 – Eclipse day

These two closure dates resulted in Hemphill falling under the 75,600 minutes requirement by 500 minutes. We are requesting the missed school day waiver to recover the 500 minutes.

D. Summary:

- Previous board action relating to this item -
 Future action anticipated -
 Background information – Districts or campuses can request a waiver for excused absences if full instructional days are missed due to incimate weather issues, health, safety-related, or other issues.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

Advantages/benefits of this proposal - Approving this waiver will all Hemphill ES to recover the 500 minutes they are under the 75,600.

G. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Marivel Sedillo
Evaluation method and time line –
Next report to the board –

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the request to apply for the TEA State Waiver for the missed instructional days of January 16, 2024 and April 8, 2024, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: M.9

Board Goal: Student Achievement

Subject: Consideration and possible approval of Third-Party Medicaid Billing Services – Texas Association of School Boards

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Michelle Velasquez, Executive Director of Special Education
Stephanie Norris, Director of Federal Programs.

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 the interlocal agreement with TASB to provide third-party Medicaid billing services for SHARS and MAC billing requirements.

D. Summary:

Previous board action relating to this item

Future action anticipated –

Background information – At the end of 2022-2023, the district chose a billing services provider from RFP #25-012302VL. During 2023-2024, the district has been dissatisfied with the level of customer support and the business practices of this billing services provider. The district Finance and Special Education teams with the support of the CFO and CAO, reviewed options from the previous year's RFP for this service. The teams, along with the input of the CFP and CAO, determined that TASB would be the provider who could provide the highest quality service for the most affordable price to the district.

TASB provides a platform for the documentation of services for students who receive special education services. This documentation is used to provide evidence that services were provided for audits, mediation, and billing of Medicaid services. TASB supports schools and districts with training, support in the event of audit, and support with interim SHARS billings and the completion of the annual SHARS Cost Report.

TASB will submit interim billings on behalf of Hays CISD for school-based Medicaid services based on the documentation provided by teachers when a student is Medicaid eligible, the parent has provided consent for services to be billed (at no cost to the parent), and the student has billable medical services documented in the IEP.

E. Scope of Options Reviewed:

Proposal / Contract Info: Reviewed Prior RFP #25-012302VL responses from Third Party Medicaid Billing Services submissions from 2022-2023 RFP.

Length of Contract: This is a one-year contract with four (4) options to renew through 6/30/2028.

Reasons for rejecting alternatives: TASB is able to provide a conservative approach to billing with one of the lowest rates in the market.

F. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: SPED & Finance

G. Administrative Recommendation:

The administration recommends approval of the purchase of third- party Medicaid billing services from TASB.

H. Fiscal Impact and Cost: Total Amount: \$150,000 estimate –

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

Actual cost will be based on 5% of total interim billings & annual cost report settlement as well as other rates and ratios that are determined annually

Prior Year Spending –

2022-2023: \$207,202.42

2023-2024: TBD

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

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Stephanie Norris and Michelle Velasquez

Evaluation method and time line – 1 year

Next report to the board – June 2025

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve third- party Medicaid billing services from Texas Association of School Boards (TASB), as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: M.10

Board Goal: Community Relations

Subject: Consideration and possible approval of the Re-Assignment of Construction Manager at Risk for Major 2023 Bond 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 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 four CMAR for the delivery of major 2023 Bond Projects, pending successful passage of a May 6, 2023 Bond Election including:

- New Elementary School #17- Bartlett Cocke
- New Elementary School #18 -Bartlett Cocke

- Renovation and Expansion of Hays HS - Bartlett Cocke
- Renovation and Expansion of Lehman HS -Bartlett Cocke
- Renovation and Expansion of Johnson HS - Core

- Renovation & Expansion of Kyle ES - Lee Lewis
- Renovation & Expansion of Tom Green ES- Lee Lewis
- Renovation & Expansion of Fuentes ES - Jackson
- Renovation & Expansion of Hemphill ES - Jackson

In August 2023, Lee Lewis informed Hays CISD they were unable to complete their assignment.

Future action anticipated:

Background information: Due to previous Board action, staff wishes to formally re-assign these projects. Staff recommends Jackson Construction for CMAR services for Renovations and Expansions at Kyle ES and Tom Green ES. Jackson Construction has acknowledged that their staffing capacity aligns with this work.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Architects, CMAR

F. Administrative Recommendation:

Consideration and approval of CMR assignments

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 re-assignment of CMAR as shown above, and authorize the Superintendent to negotiate and execute a satisfactory contract for services, as presented.

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

Date: June 24, 2024

Agenda Item: M.11

Board Goal: Community Relations

Subject: Consideration and possible approval of a Drainage Facility Escrow Agreement with Clayton Properties 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, cost-effective facilities.

D. Summary:

Previous board action relating to this item:

Future action anticipated:

Background information: The construction projects at Lehman High School will generate additional stormwater flow that must be channeled off-site. Staff recommends partnering with Clayton Properties, DBA Brohn Homes to construct a drainage channel that will serve both Lehman HS and the Cassetta Ranch Subdivision on the south side of the campus. The total estimated cost for the work is \$133,317.75, the District's half is estimated at \$66,658.87. If favorably considered, the funds will be deposited into an escrow account to be paid by the Escrow Agent to the developer upon completion of the work. We have included a copy of the Escrow Agreement for your review.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation:

Administration recommends approval of the agreement.

G. Fiscal Impact and Cost: Amount: \$66,658.87

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 the Hays CISD Board of Trustees approve the Drainage Facility Escrow Agreement with Clayton Properties at Lehman High School for an amount not to exceed \$66,658.87, as presented.

DRAINAGE FACILITY ESCROW AGREEMENT

This Drainage Facility Escrow Agreement (this “Agreement”), is effective as of _____, 2024 (the “Effective Date”), and is entered into by and among HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision created under the laws of the State of Texas (“**HCISD**”), CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as BROHN HOMES (“**Developer**”), and INDEPENDENCE TITLE COMPANY, a Texas corporation (“**Escrow Agent**”).

Recitals:

A. HCISD and Developer are parties to that certain Development Agreement dated _____, 2024 (the “**Development Agreement**”), which sets out certain agreements between HCISD, Developer, and Casetta Ranch Residential Community, Inc., a Texas nonprofit corporation, with respect to, among other things, the construction of the Facilities (as such term is defined in the Development Agreement) for the benefit of certain real property owned by HCISD and located in Hays County, Texas.

B. Pursuant to the Development Agreement, HCISD and Developer have each agreed to escrow fifty percent (50%) of the Estimated Cost (as such term is defined in the Development Agreement) to be disbursed to Developer as reimbursement for the Costs of Construction (as such term is defined in the Development Agreement). The Estimated Cost is \$133,317.75.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, Developer, HCISD and Escrow Agent agree as follows:

Article 1

Administering Escrow; Definitions; Recitals

1.1 Defined Terms; Recitals. Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Development Agreement. The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

1.2 Escrow Agent. Developer and HCISD designate and appoint Escrow Agent to serve as escrow agent under this Agreement. Escrow Agent accepts such appointment and agrees to perform its duties in accordance with the terms and conditions of this Agreement.

1.3 Delivery of Funds. Concurrently with the execution of this Agreement, HCISD shall deposit with Escrow Agent the sum of \$66,658.87 and Developer shall deposit with Escrow Agent the sum of \$66,658.88 (collectively, the “**Funds**”).

1.4 Funds in Escrow Account. Except as specifically provided in this Agreement, Escrow Agent shall have no responsibility or obligation of any kind in connection with the Funds, and shall not be required to deliver the same or any part thereof or take any action with respect to

any matters that might arise in connection therewith, other than to receive, hold and deliver the Funds as herein provided. Escrow Agent shall invest the Funds in an interest-bearing account with a federally insured financial institution (the “**Escrow Account**”), which account shall allow withdrawals on no more than 2 business days’ notice. The tax liability for all interest earned on the Funds will be allocated to HCISD, and Escrow Agent shall instruct the financial institution holding the Funds to submit any Form 1099 or other similar report to the IRS with respect to such accrued interest in the name of HCISD. Escrow Agent shall not be liable for any error of judgment, or for any act done or steps taken or made by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence, willful misconduct, or its own breach of this Agreement.

Article 2 **Construction of Facilities; Use of Funds**

2.1 Construction of Facilities. Developer will design, permit, and construct, or cause to be designed, permitted, and constructed, the Facilities pursuant to the Development Agreement. All Funds will be held and applied to pay (or reimburse Developer for) the costs of designing, permitting, and constructing the Facilities.

2.2 Use of Funds. At any time and from time to time during the term of this Agreement, Developer may submit draw requests to Escrow Agent (with a copy to HCISD) prepared by an engineer or architect (as applicable, the “**Design Professional**”) or a contractor (a “**Contractor**”) retained by Developer for the design or construction of the Facilities, along with supporting documentation (each, a “**Draw Request**”). Each Draw Request will specify the total amount of the Costs of Construction for which payment is requested. HCISD will have a period of 5 business days after the date of Developer’s submission of a Draw Request to Escrow Agent (“**5-day Period**”) to dispute the Draw Request by written notice to Developer and Escrow Agent within such 5-day Period, which notice must identify with specificity the basis of the dispute. If HCISD does not timely dispute a Draw Request in accordance with the foregoing sentence, but subject to there being sufficient funds in the Escrow Account to pay the Draw Request, Escrow Agent will release the amounts requested in the Draw Request to Developer from the Funds within 10 days after the date on which such Draw Request is submitted to Escrow Agent and HCISD (“**10-day Period**”). If HCISD timely disputes the Draw Request in accordance with the foregoing, HCISD and Developer will make a good faith effort to resolve the dispute within the 10-day Period. A disputed Draw Request will be paid by Escrow Agent within 5 days after Developer and HCISD notify Escrow Agent in writing that a dispute has been resolved. If the funds described in a Draw Request have been paid by Developer pending the resolution of such dispute, then amount requested in the Draw Request will be paid by Escrow Agent to Developer in accordance with written notice of Developer and HCISD notifying Escrow Agent of the resolution of the dispute.

In the event the Funds are estimated to be insufficient to pay all of the Costs of Construction, as evidenced by supporting documentation by the Design Professional or Contractor, then HCISD and Developer shall each deliver fifty percent (50%) of the amount of such estimated deficiency to Escrow Agent within ten (10) business days following a receipt of written notice from Developer or Escrow Agent, along with supporting documentation.

Within 5 days after Developer achieves substantial completion of the Facilities (“**Substantial Completion**”) and delivers written notice of Substantial Completion to Escrow Agent and HCISD (together with a certification of Substantial Completion executed by the applicable Design Professionals), Escrow Agent shall disburse fifty percent (50%) of all remaining Funds to Developer and fifty percent (50%) of all remaining Funds to HCISD, and this Agreement will terminate.

The existence of an unresolved dispute concerning a Draw Request shall not prevent: (i) Developer from submitting subsequent Draw Requests pursuant to the terms hereof before the resolution of such dispute, or (ii) disbursement of Funds by Escrow Agent for the amounts of Draw Requests that are not in dispute. Further, the terms of this Agreement shall not be construed to prevent Developer from paying all or a portion of the Facilities using Developer’s own funds, and not the Funds, and any such use by Developer of Developer’s own funds will not waive Developer’s rights under this Agreement. In any such case, Developer may submit to Escrow Agent and HCISD periodic or final Draw Requests accompanied by reasonable evidence of prior payment of the applicable portion of the Costs of Construction.

Article 3 **Protection of Escrow Agent**

3.1 Reliance by Escrow Agent. Escrow Agent shall not be charged with notice or knowledge of any fact or information not herein set out. Escrow Agent shall be entitled to rely completely on any statements, letters, certificates or other written communications received from Developer or HCISD without having to investigate the accuracy or truth of any information set forth in any such communication. It shall be sufficient if any such statement, letter, certificate or other written communication is delivered to Escrow Agent and purports on its face to be correct in form and signed or otherwise executed by the party or parties required to sign or execute the same under this Agreement. Escrow Agent shall not be required in any way to determine the identity or authority of any person executing the same or the genuineness of any such signature.

3.2 Disputes. In the event of any disagreement among Developer, HCISD, Escrow Agent and any other person, or between any of them, resulting in adverse claims or demands being made upon the Funds or Escrow Agent, then Escrow Agent may, in its discretion, either: (i) withhold delivery of the Funds until the controversy is resolved, the conflicting demands are withdrawn, or its doubt is resolved, or (ii) file an interpleader for the purpose of having the respective rights of the claimants adjudicated and may deposit the Funds with the applicable court. Additionally, if any part of the Funds is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any part of the Funds shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting the Funds or any part thereof, then and in any of such events, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it under the terms of this Agreement or otherwise; and if Escrow Agent complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3.3 Indemnity of Escrow Agent. Developer and HCISD jointly and severally agree, to the extent permitted by law, to indemnify and hold Escrow Agent harmless from any and all losses, costs, damages, expenses, claims and attorney's fees, including but not limited to costs of investigation, suffered or incurred by Escrow Agent in connection with or arising from or out of its obligations as Escrow Agent under the Agreement, including all counsel fees incurred by Escrow Agent, except if due to the willful misconduct or gross negligence of Escrow Agent. Notwithstanding that this indemnity is joint and several, if Escrow Agent's loss results from a dispute between Developer and HCISD, then, to the extent permitted by law, the party who is the prevailing party in that dispute shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

3.4 Escrow Agent May Consult with Counsel. Escrow Agent may consult with its counsel or other counsel satisfactory to it concerning any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by Escrow Agent in good faith upon the advice of such counsel. Escrow Agent may act through its officers, employees, agents and attorneys.

Article 4 **Miscellaneous**

4.1 Resignation of Escrow Agent. Escrow Agent may resign upon 30 days' prior written notice to Developer and HCISD, and upon joint instructions of Developer and HCISD, shall deliver the Funds to a designated substitute Escrow Agent unanimously selected by Developer and HCISD. If Developer and HCISD do not unanimously designate a substitute Escrow Agent within 45 days after the giving of such notice, Escrow Agent may institute a bill of interpleader.

4.2 Successors and Assigns. The rights and obligations of Developer and HCISD may not be assigned by either without the prior written consent of the other. Escrow Agent's consent to any such assignment of the rights and obligations of Developer and HCISD is not required (but Escrow Agent may resign upon an assignment in accordance with the terms hereof).

4.3 Rights and Remedies. The rights and remedies of the parties are cumulative and not exhaustive of any rights or remedies to which they would otherwise be entitled.

4.4 Notices. Requirements for notices under this Agreement will be met when a notice has been reduced to writing and (i) personally delivered, (ii) delivered by reputable commercial overnight delivery service, (iii) delivered by email transmission with evidence of transmission, if confirmed by delivery, mail or overnight delivery service as described in subsections (i), (ii) or (iv), or (iv) sent certified United States mail, postage prepaid, return receipt requested to the below parties at the following addresses:

| | |
|------------------|---|
| If to Developer: | Clayton Properties Group, Inc., dba Brohn Homes Attn: Adam B. Boenig 6720 Vaught Ranch Road, Suite 200 Austin, Texas 78730 |
|------------------|---|

Email: adamb@brohnhomes.com

With copy to:

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Email: kflahive@abaustin.com

If to HCISD:

HCISD:
Hays Consolidated Independent School District
1003 Interstate 35 Frontage Road
Kyle, TX 78640-4745
Attn: Max Cleaver
Email: Max.Cleaver@hayscisd.net

With copy to:

Rogers, Morris & Grover, LLP
5718 Westheimer Rd., Suite 1200
Houston, Texas 77057
Attention: Mariana Evans
E-mail: mevans@rmgllp.com

If to Escrow Agent:

Independence Title Company
Attn: Gay Heavilin
5900 Shepherd Mountain Cove, Building 2, Ste. 200
Austin, Texas 78730
E-mail: gheavilin@independencetitle.com

The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered, the date of delivery to a reputable commercial overnight delivery service with instructions for next business-day delivery, the date sent if sent by email transmission (provided that any email transmission sent on a non-business day or after 5:00 p.m. on a business day shall be deemed received on the next business day), or if sent by certified mail, the earlier of actual receipt or 3 days after the postmark date. Addresses given herein for notice may be changed by any party by notification in writing at least 10 days prior to the effective date thereof.

4.5 Invalid Provisions. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.6 Governing Law. This Agreement shall be deemed to be made under the laws of the State of Texas and shall for all purposes be construed and enforced in accordance with said laws except as federal law may apply. This Agreement is performable in Hays County, Texas.

4.7 Amendments. This Agreement may be amended or otherwise modified from time to time, but only by a writing signed and acknowledged by all of the parties.

4.8 Exhibits. Each reference herein to an exhibit refers to the applicable exhibit that is attached to this Agreement, which exhibit may be amended by the parties from time to time in accordance with the provisions of this Agreement. All such exhibits constitute a part of this Agreement and are expressly made a part hereof.

4.9 Waivers. A waiver by a party of any provision of this Agreement or of any default by any party must be in writing and no such waiver shall be implied from any omission by a party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, covenant or condition contained in this Agreement. The consent or approval by a party to or of any act or request by another party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. No failure by a party to insist upon or to enforce any provision of this Agreement shall constitute or be interpreted as a waiver thereof and no provision of this Agreement shall be interpreted as waived, modified or amended by the acts or conduct of the parties except as specifically expressed to be such in writing.

4.10 Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of Developer, HCISD and Escrow Agent and not for the benefit of any third person. No provision of this Agreement is intended to make any person a third-party beneficiary hereof. This Agreement shall not be deemed to have conferred any rights upon any third person.

(Signature Page Follows)

The parties hereto, by their representatives duly authorized, have executed this Agreement to be effective on the date shown on the first page of this Agreement.

HCISD:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision created under the laws of the State of Texas

By: _____
Name: _____
Title: _____

DEVELOPER:

CLAYTON PROPERTIES GROUP, INC., a Texas corporation doing business in Texas as BROHN HOMES

By: _____
Name: _____
Title: _____

ESCROW AGENT:

INDEPENDENCE TITLE COMPANY, a Texas corporation

By: _____
Name: _____
Title: _____

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

Date: June 24, 2024

Agenda Item: M.12

Board Goal: Community Relations

Subject: Consideration and possible approval of an Elementary School Site Donation and Development Agreement at Crosswinds Subdivision

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:

Acquire future school sites.

D. Summary:

Previous board action relating to this item:

Future action anticipated:

Background information: CF CSLK XWIND LLC, the developer of the Crosswinds Subdivision wishes to donate approximately 16.672 acres of land to Hays CISD for the construction of a future elementary school. A Real Property Donation Contract, Special Warranty Deed (SWD), title commitment, and survey documents will be required to complete this transaction. These items are being drafted and vetted now. The most current version of the documents has been provided for your review. We do not anticipate any significant edits will occur going forward. The contract contemplates school construction would begin by June 2029 or the property reverts back to the developer. If favorably considered, the Superintendent or designee will coordinate all parties to close the transaction as soon as possible.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation:

Administration recommends acceptance of a school site donation.

G. Fiscal Impact and Cost: Amount: TBD

Budget Bond 2021 Grant/Special Funds: Other

The expenditures for this transaction, including but not limited to, title work and survey will be paid from 2021 Bond Land Due Diligence account.

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

I. Suggested Motion:

I move that the Hays CISD Board of Trustees accept the donation of the school site in the Crosswinds Subdivision, and authorize the Board President and Superintendent to negotiate and execute documents necessary or convenient to complete the transaction, as presented.

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

Date: June 24, 2024

Agenda Item: M.13

Board Goal: Community Relations

Subject: Consideration and possible approval of a School District Land Development Standards Agreement with the City of Austin

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Deliver timely, cost effective facilities

D. Summary:

Previous board action relating to this item:

Future action anticipated:

Background information: Staff is currently conducting due diligence activities on the proposed comprehensive high school 4 site in Travis County. The project team met with COA representatives who suggested the two parties enter into a School District Land Development Standards Agreement and offered two examples including Austin ISD and Pflugerville ISD. The purpose of the interlocal development agreement is to reduce red tape and make the development process less time consuming for school districts. Staff is working on the agreement now and has provided a draft for your review. If favorably considered, the Superintendent or designee will coordinate all parties to close the transaction as soon as possible.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation:

Consideration and acceptance of a land development standards agreement

G. Fiscal Impact and Cost: Amount: TBD

Budget Bond 2021 Grant/Special Funds: Other

Expenditures for this transaction will be paid from 2021 Bond Land Due Diligence account.

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

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve a School District Land Development Standards Agreement with the City of Austin, and authorize the Board President and Superintendent to negotiate and execute documents necessary or convenient to complete the transaction, as presented.

SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT- DRAFT

This Amended and Restated School District Land Development Standards Agreement (the “Agreement”) is entered into by the City of Austin (“City”) and Hays County Independent School District (“School District”). Where required, the provisions of this Agreement shall also be considered ordinances issued by the City in compliance with its general powers and under the Texas Local Government Code (LGC).

WHEREAS, the City recognizes that the School District owns its Educational Facilities where it prepares students with the knowledge and skills to thrive in college, career, and life for decades to come, and that ownership and longevity of use of these Facilities are major influential factors in agreeing to the terms contained within this Agreement;

WHEREAS, the City and the School District are both political subdivisions of the State of Texas such that certain limits apply to municipal regulation of school district construction of Educational Facilities;

WHEREAS, Section 212.902 of the Texas Local Government Code provides that a municipality and a school district may enter into an agreement to establish review fees, review periods, land development standards ordinances and to provide alternative water pollution control methodologies for school buildings;

WHEREAS, the City and the School District both desire that children living within their mutual jurisdictions should be educated in high quality Educational Facilities, as funded through the 2022 Bond and future bonds;

WHEREAS, the City and the School District acknowledge and agree that a uniform set of land development standards applicable to School District Educational Facilities both (i) allows for the School District to more effectively construct Educational Facilities in a timely manner at a lower cost of taxpayer dollars, and (ii) provides superior protections for the health, safety, and welfare of City residents.

NOW, THEREFORE, be it resolved that the City and the School District, pursuant to the laws of the state, hereto agree as follows:

ARTICLE I: ORDINANCE COMPLIANCE AND MODIFICATION

1.1 **City Ordinances and Rules.** The terms of this Agreement and the exhibits attached hereto shall supersede any conflicting requirements of the city’s code of ordinances and adopted rules (“City Code”). Otherwise, City Code shall apply to School District development, except that no School District Educational Facility complying with prior agreements or City Code shall be considered a nonconforming use or noncomplying structure by the City if it complies with the terms of any such prior agreement or City Code, including through the granting of any related permit. For the avoidance of doubt, the School District may construct or reconstruct any building or structure on an Educational Facility site that was entitled under previous land development standards agreements based on the entitlements provided in such agreement(s).

Except for Chapter 25-12 (Technical Codes) of the City’s Land Development Code (“LDC”), the City Code as it existed on the Effective Date of this Agreement shall apply throughout the term of this Agreement. Chapter 25-12 of the City’s LDC contains the City’s adopted Technical Codes (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, etc.) and shall apply as amended from time to time. Notwithstanding any provision of this Agreement to the contrary, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules.

1.2 Applicable Jurisdiction. This Agreement is applicable in the City’s Planning Jurisdiction. Notwithstanding foregoing, this Agreement is not intended to impose additional requirements in the City’s Extraterritorial Jurisdiction which are otherwise inapplicable under City Code or state law.

1.3 Applicable Only to Educational Facilities. The modification of the ordinance provisions set forth in this Agreement apply only to Educational Facilities, including performance art buildings and other accessory uses as defined in Section 2.1 (Definitions) and Section 4.11 (Accessory Uses), herein, that are used for School District Purposes. This Agreement does not waive any fee or modify any ordinance of the City for an administration, service, or athletic facility not deemed an Educational Facility proposed for construction by the School District.

1.4 Fire Safety and Building Codes. Nothing in this Agreement shall be construed to limit the availability of, or waive fees imposed by fire, safety, health, or building code ordinances of the City prior to or during construction of Educational Facilities.

1.5 Public Engagement. The School District shall hold at least two noticed public meetings when applying for a change of use of any building, structure, or site to an Educational Facility from any other use. Public meetings required by this section shall be held within two miles of the building, structure, or site address listed on the change of use application. Notice required by this section shall be mailed by the School District to all property owners within 500 feet of the site at least 10 business days before such meeting(s).

ARTICLE II: DEFINITIONS

2.1 Definitions. Each term shall have the meaning assigned to it in the City Code. In addition, each of the following terms shall have the meaning assigned to it in this Article:

City Liaison: A designee of the City Development Services Department at the assistant director level who is specifically assigned to be the liaison between the School District and the City. The primary role of the City Liaison is that of facilitator of communications between the School District and the City, including as specifically described in this Agreement.

Educational Facility: Any building, structure, or site used for educational purposes including preschool, primary and secondary schools, activity facilities, temporary classrooms, and accessory uses owned, constructed, or operated by the School District. An Educational Facility is equivalent to a Public Primary Educational Facilities and/or Public Secondary Educational

Facilities use as described in LDC§ 25-2-G(B) and/or to a Preschool Facility as described in§ 2.1 herein.

Effective Date: The date that this Agreement has been executed by both parties.

Major Revision: In this Agreement, the term “major revision” is synonymous with the term “site plan revision” as commonly used in the City’s Development Services Department procedures for site plan permitting.

Minor Revision: In this Agreement, the term “minor revision” is synonymous with the term “site plan correction” as commonly used in the City’s Development Services Department procedures for site plan permitting.

School District Liaison: A designee of the School District who is specifically assigned to be the liaison between the City and the School District. The primary role of the School District Liaison is that of the counterpart of the City Liaison.

School District Purposes: The use and development of a property by the School District for the furtherance of any constitutional or statutory purpose of a School District, including the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary enterprises, building, facilities, and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance facilities.

Temporary Classroom Building: A movable or modular building used for School District purposes constructed on a chassis and designed to be towed over public roads, designed for year-round occupancy, designed for use without a permanent foundation (but which may sit on a permanent foundation), and designed to be connected to one or more utilities. A temporary classroom may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or if two or more sections, separately transportable but designed to be joined into one integral unit (otherwise known as “mega-portables” or “modular classrooms”).

ARTICLE III: PLANNING COORDINATION

3.1 Planning Coordination. At the request of the School District or the City, the parties shall collaborate on specific planning efforts to the benefit of both parties. Examples of such planning efforts may include but are not limited to on-street parking, stormwater management, zoning and use of properties owned by the School District, and use of properties jointly owned by the School District and the City.

ARTICLE IV: ZONING

4.1 Site Development Regulations. The regulations of LDC § 25-2-492 (Site Development Regulations) shall not apply to Educational Facility sites developed pursuant to this Agreement. Instead, development standards are established by this Agreement.

4.2 Floor-to-Area Ratio. There shall be no floor-to-area ratio limitation on Educational Facility sites.

4.3 Minimum Lot Size. There shall be no minimum lot size requirement on Educational Facility sites.

4.4 Minimum Lot Width. There shall be no minimum lot width requirement on Educational Facility sites.

4.5 Minimum Setbacks. School buildings on Educational Facility sites shall be set back a minimum of ten feet from a lot line. There shall be no minimum set back for other structures except for telecommunications towers as described in Section 6.6.

4.6 Building Coverage. There shall be no building coverage limitation on Educational Facility sites.

4.7 Impervious Cover. All impervious cover restrictions shall be based on the requirements found in Section 10.2 (Impervious Cover Limits) and Section 10.3 (Transfer of Impervious Cover) of this Agreement.

4.8 Compatibility Standards. Development pursuant to this Agreement is exempt from the Compatibility Standards of LDC Chapter 25-2; Subchapter C; Article 10; except that there shall be compliance with the following standards, as well as the standards found in Section 4.10 and 6.6 of this Agreement.

4.8.1 Except as provided in Section 4.8.3 below, an intensive recreational use associated with a public primary or secondary educational facility, excluding a multi-use trail, and including a swimming pool, tennis court, ball court, or playground, may not be constructed 25 feet or less from adjoining property:

4.8.1.1 in an Urban Family Residence (SF-5) or more restrictive zoning district; or

4.8.1.2 on which a use permitted in an SF-5 or more restrictive zoning district is located.

4.8.2 Exterior lighting must be hooded or shielded so that the light source is not directly visible from adjacent property:

4.8.2.1 in an SF-5 or more restrictive zoning district; or

4.8.2.2 on which a use permitted in an SF-5 or more restrictive zoning district is located.

4.8.3 Development on a site 8 acres or less in size is not subject to the requirements of § 4.8.1 above.

4.9 Traffic Impact Analysis. There shall be no requirement for a Traffic Impact Analysis (“TIA”) or Neighborhood Traffic Analysis (“NTA”) as part of any zoning or rezoning of a School District Educational Facility site.

4.9.1 In the event that a TIA or NTA is under City review for an area that includes a property being developed by the School District pursuant to this Agreement, the TIA and/or NTA shall not be required to be completed as a requirement, condition, or prerequisite to approval of a Zoning Application.

4.10 Height Regulations.

4.10.1 Except for telecommunications towers described in Section 6.6 of this Agreement, the maximum height of buildings or other structures constructed on Educational Facility sites shall not exceed 100’ irrespective of the zoning or use of neighboring properties.

4.10.2 Except for telecommunications towers described in Section 6.6 of this Agreement, any portion of buildings or structures on Educational Facility sites that are within 60’, inclusive of easements or other setback lines, of a property zoned SF-5 or more restrictive or developed with a single-family residential use are limited to 45’ in height.

4.11 Accessory Uses.

4.11.1 An accessory use is a use that is incidental to and customarily associated with a principal use, unless otherwise provided, is located on the same site as the principal use and may include parking for the principal use.

4.11.2 The following uses shall be considered accessory uses for Educational Facilities:

4.11.2.1 Refreshment stands and convenience food or beverage sales that serve a public assembly use;

4.11.2.2 Cafeterias, dining halls, and similar food services that are primarily for the convenience of students, employees, or visitors;

4.11.2.3 Parking facilities, including but not limited to structured and surface parking facilities;

4.11.2.4 Medical clinics and/or mental health services that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.11.2.5 Gardens that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.11.2.6 Sports and recreational facilities, if those facilities are used primarily for educational activities, and which are located on or are a part of an Educational Facility campus; and

4.11.2.7 Any other use so long as the accessory uses combined comprise no more than 25% of the square footage of the building(s) existing on an Educational Facility campus and such use is incidental to and customarily associated with the principal use.

4.12 Zoning Review Fees. The School District shall not pay to the City any fees for the review of applications for zoning or rezoning approval for Educational Facility building sites.

4.13 City Review and Comment of Zoning Application.

4.13.1 Zoning Review Prioritization

4.13.1.1 In the rare instance that the School District finds it necessary to apply for a Zoning Application, the City shall prioritize and expedite School District zoning applications.

4.14 Dedicated Review Staff.

4.14.1 Upon the submission of a Zoning Application, the City shall assign to the School District a dedicated zoning review staff person who is familiar with Educational Facilities.

ARTICLE V: PLATTING

The School District shall not be required to comply with the City's Subdivision Ordinance, LDC Chapter 25-41 notwithstanding the timing of the School District's acquisition, development, or redevelopment of property consistent with this Agreement.

ARTICLE VI: SITE DEVELOPMENT PERMIT

6.1 Site Development Plan Not Required for Certain Development (Site Plan Exemption).

6.1.1 The following are modifications to site plan exemptions as described in LDC§ 25- 5-2 (Site Plan Exemptions). Where no conflict exists between the provisions of this Agreement and LDC§ 25-5-2, the School District may utilize the provisions of LDC§ 25-5-2, as written.

6.1.1.1 A site development plan is not required for development on an Educational Facility site that disturbs 10,000 square feet of land or less.

6.1.1.2 A site development plan is not required for the addition, removal, or relocation of a Temporary Classroom Building without a permanent foundation on an Educational Facility site.

6.1.1.3 A site development plan is not required for the construction of turning lanes from each side of a median on a divided arterial.

6.1.1.4 If no conflict exists between provisions of this agreement and LDC § 25-5-3 (Small Projects), site development in that section will not require a Site Plan.

6.1.1.5 Any other minor site activities similar to those listed above as determined by the Director of Development Services.

6.1.1.6 The City shall designate dedicated review staff members familiar with the requirements of this Agreement within each discipline responsible for review of site plan exemptions.

6.2 Minor Revisions to Approved Site Development Plan.

6.2.1 Minor revisions - administratively known as “site plan corrections” - may be submitted for any previously approved site plan unless expired by non-completion of construction, withdrawn, voided by approval of a new site plan on the same site, or otherwise voided, including after completion of construction and issuance of Certificate(s) of Occupancy.

6.2.2 The School District shall transmit to the City liaison copies of proposed minor revisions to an approved site development plan.

6.2.3 Not later than the fifth working day after the School District’s submittal of a minor revision application, the City shall approve the request, if, subject to modifications required by the City, the minor revision is consistent with this Agreement and applicable City Code. If after the fifth working day the City has not approved the request, the School District and City liaison shall meet to resolve the remaining issues preventing such scheduling. Unless otherwise agreed to by the liaisons, the above-described meeting shall occur within 2 working days of the 5th working day after the School District’s submittal of the minor revision application.

6.2.4 Minor field revisions involving temporary erosion controls may be approved by the City environmental field inspectors.

6.2.5 The City shall designate dedicated review staff member familiar with the requirements of this Agreement within each discipline responsible for review of minor revisions.

6.2.6 Minor revisions are intended for alterations to an approved site development plan which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) but less intensive than the scope of a major revision (detailed in Section 6.4 below).

Alterations allowed to be processed through the use of a minor revision include those which generally:

6.2.6.1 Do not generate more than 25% additional site traffic above the overall approved site development plan, or significantly affect traffic or pedestrian patterns in an adverse manner;

6.2.6.2 Do not increase impervious cover by more than 10,000 square feet; and

6.2.6.3 Do not affect water quality or drainage patterns.

6.3 Major Revisions to Approved Site Development Plan.

6.3.1 Major revisions - administratively known as “revisions” - may be submitted for any previously approved site plan unless expired by non-completion of construction, withdrawn, voided by approval of a new site plan on the same site, or otherwise voided, even after completion of construction and issuance of Certificate(s) of Occupancy.

6.3.2 Major revisions are intended for improvements which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) and minor revision (detailed in Section 6.2 above).

6.3.3 Major revisions shall be given the same dedicated review times, review staff, and priority as site development permit applications under the provisions of Section 6.17 of this Agreement.

6.3.4 Buildings may be added to a site development permit through the use of a major revision and shall not require a new site development permit application.

6.3.5 Additions to limits of construction and overall site area, whether through extension of limits of construction within the existing site or through the addition of new land/property not originally included in the initial site development permit, shall be allowed so long as the additional site area is contiguous with the existing site.

6.4 Temporary Classroom Buildings.

6.4.1 Temporary Classroom Buildings which are added to an existing Educational Facility campus are exempt from the provisions of the site development regulations contained in the LDC. Temporary Classroom Buildings which are added to an existing Educational Facility campus shall not be counted as impervious cover. Such Temporary Classroom Buildings shall comply with the setback requirements for Waterway Setbacks, Critical Environmental Features, Protected and Heritage Tree setbacks, City of Austin fully-developed floodplains, and limitations associated with construction on slopes. The Director may administratively approve reductions in setbacks from Waterway Setbacks, but in no case shall such reductions be reduced to less than SO’ measured linearly from the Waterway Setback boundary or Critical Environmental Feature.

6.4.2 Notwithstanding the provisions of Section 1.1 of this Agreement, all Temporary Classroom Buildings shall comply with building, fire, electric, energy, mechanical, plumbing, and other technical codes and criteria of the City in effect at the manufacture date of the Temporary Classroom Building and be approved by the Texas Department of Licensing and Regulation (TDLR). The relocation of a Temporary Classroom Building within the same campus or onto a different campus does not constitute a new manufacture date. Notwithstanding the above, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules to the extent that such State or Federal law or regulations are satisfied.

6.4.3 The School District shall obtain any and all applicable permits for the movement of Temporary Classroom Buildings.

6.4.4 The City may inspect Temporary Classroom Buildings for compliance with applicable regulations.

6.4.5 No permit fees related to Temporary Classroom Buildings shall be charged by the City to the School District except for those permits which involve the provision of services by the City, such as inspections.

6.5 Educational Facilities on Public “P” District Zoned Tracts. Site plan review for School District Educational Facilities located in whole or in part on Public “P” District Zoned tracts shall be reviewed under the LDC §25-5, Article 2 - Administrative Site Plans.

6.6 Telecommunication Towers.

6.6.1 A tower that complies with the requirements of this section is permitted on any Educational Facility site.

6.6.2 A tower may not exceed a height of 120 feet and the antenna array may not exceed the tower height by more than 10 feet.

6.6.3 A tower may not be located

6.6.3.1 within 120 feet of an abutting residential property zoned SF-5 or more restrictive or developed with a single-family, duplex, or two-family residential use;

6.6.3.2 on or within 300 feet of a property that is zoned as a historic landmark (H) or historic area (HD) combining district or included in a National Register District;

6.6.3.3 within 50 feet of a day care services (commercial) use; or

6.6.3.4 within 50 feet of a dwelling unit.

6.6.4 A tower must be of monopole construction and designed to accommodate at least two antenna arrays.

6.6.5 Guys and guy anchors must be at least 20 feet from an adjoining property.

6.6.6 A tower must be enclosed by security fencing and screened from street view by landscaping or opaque fencing at least six feet high.

6.6.7 A tower must be identified by a sign visible from outside the screening. The sign must state in letters at least two inches high the name and telephone number of the tower manager and the Federal Communications Commission license number.

6.6.8 A tower must be constructed in accordance with the most recent American National Standards Institute structural standards for steel antenna towers.

6.6.9 A site plan is not required for construction of a tower that complies with this Agreement.

6.6.10 A tower may not be located within a Critical Water Quality Zone.

6.6.11 Notwithstanding the above limitation, the Critical Water Quality Zone boundaries may be reduced within a Suburban Watershed to not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an Intermediate Waterway, and 150 feet from the centerline of a Major Waterway if the overall surface area of the Critical Water Quality Zone is the same or greater than the surface area that would be provided without the reduction, as prescribed in the Environmental Criteria Manual, to facilitate tower construction.

6.6.12 A tower may be allowed in the fully developed floodplain with attached equipment no lower than one foot above the 100-year floodplain in elevation. The School District shall provide the City with a study certified by a professional engineer in the State of Texas that indicates such placement will not cause an adverse flooding impact to other properties, and such study shall require the approval of the City before a permit may be issued.

6.7 Adjacent Street Widths.

6.7.1 The parties' goal of adequate adjacent street widths is to ensure safe public access to Educational Facilities and efficient neighborhood circulation.

6.7.2 The requirements of LDC§ 25-2-832 do not apply to development of School District Educational Facilities pursuant to this Agreement, as such Safe Public Access and Efficient Neighborhood Circulation shall be addressed in the Traffic Circulation Analysis and Access Management Plan described in Section 6.9 of this Agreement. Furthermore, a Traffic Circulation Analysis and Access Management Plan shall be provided when an abutting street to an Educational Facility is less than forty feet (40') in width.

6.8 Landscape Standards.

6.8.1 It is a goal and intent of both the School District and the City that newly constructed Educational Facilities adhere to the highest environmental, sustainability, and design standards. Landscaping shall accordingly be provided for each new Educational Facility according to City Code, except where modified by this Section.

6.8.1.1 No parking lot medians, islands, or peninsulas are required so long as parking lot perimeters include 1 tree per every 30', except where adjacent to a building or other structure.

6.8.1.2 Educational Facility sites need not comply with buffering or screening requirements to the extent such requirements interfere with school safety protocols and best practices as determined by the School District.

6.8.2 The School District shall complete the required landscaping of an Educational Facility site within eighteen months of the issuance of a certificate of occupancy for the Educational Facility. If the School District does not complete the required landscaping within eighteen months, the School District shall provide written notice of such failure to the City liaison within 30 calendar days of such occurrence.

6.8.3 The City Arborist shall have administrative authority to consider and approve Heritage Tree removal, variance, or other requests based on the criteria in LDC §§ 25-8-642 and 25-8-643.

6.9 Traffic Impact Analysis.

6.9.1 No Traffic Impact Analyses nor Neighborhood Traffic Analyses (NTA) shall be required for Educational Facilities site plans.

6.9.2 Rather, if a Traffic Impact Analysis would otherwise be required, the School District shall provide a Traffic Circulation Analysis and Access Management Plan, with the below information, to be evaluated by the Transportation and Public Works Department.

6.9.2.1 School Description;

6.9.2.2 Location/Study Area Map;

6.9.2.3 Site Layout(s);

6.9.2.4 Traffic Queuing and Circulation Analysis;

6.9.2.5 Safety and Connectivity Narrative;

6.9.2.6 Parking (locations, access, counts, and categorization of parkers);

6.9.2.7 Bike/Ped routes - (on site and off site - to/from the development site);

6.9.2.8 Drop-off/Pick-up schedules including on-site staffing and traffic management responsibilities;

6.9.2.9 Off-site parking (if off-site parking is to be provided, then the location of the parking must be provided along with the bike/ped routes from the off-site location to the Educational Facility must be included).

6.9.3 It is a goal and intent of both the School District and the City that-through Traffic Circulation Analysis and Access Management Plans-the parties can better plan for traffic issues commonly found at Educational Facilities.

6.9.4 The School District shall submit an electronic copy containing a PDF of the report, site plan exhibits, and calculations.

6.9.5 In the event where a TIA or NTA is under City review for an area that includes a property being developed by the School District pursuant to this Agreement, the TIA and/or NTA shall not be required to be completed as a requirement, condition, or prerequisite to approval of a zoning application, site development permit, building permit, or any other development-related permit, inspection or certificate of occupancy, sought by the School District.

6.9.6 Notwithstanding the provisions of LDC§ 25-6-101 and/or LDC§ 25-6-102, the Director may condition approval of a proposed School District development for an Educational Facility on construction or funding of system improvements as described in this subsection:

6.9.6.1 System improvements, limited to:

6.9.6.1.1 Sidewalks and curb ramps on School District property;

6.9.6.1.2 Traffic signs and markings;

6.9.6.1.3 Urban trail improvements; and

6.9.6.1.4 Right-of-way dedications.

6.9.6.2 System improvements required under this subsection must be located:

6.9.6.2.1 Within the boundaries of the development for which they are required; or

6.9.6.2.2 Along an immediately adjacent half of public right-of-way.

6.9.6.3 For other system improvements, planning and development efforts are to be conducted according to the provisions of this Agreement, but shall

not be construed as requirements, conditions, or prerequisites for approval of a Site Development Permit. Such issues must be resolved prior to granting a Certificate of Occupancy. Such other system improvements may include but are not limited to:

- 6.9.6.3.1 Upgrades to signal infrastructure;
- 6.9.6.3.2 Traffic calming devices;
- 6.9.6.3.3 Bike lanes or upgrades to bike facilities;
- 6.9.6.3.4 Rectangular rapid flashing beacons;
- 6.9.6.3.5 Pedestrian refuge islands;
- 6.9.6.3.6 Neighborhood sidewalk improvements including completion of missing segments, reconstruction of damaged or non-ADA-compliant segments, and/or adding street trees or other shade devices;
- 6.9.6.3.7 Pedestrian hybrid beacons; or
- 6.9.6.3.8 Measures to limit transportation demand.

6.9.7 The Director shall allow the School District to pay a fee in-lieu of constructing one or more transportation system improvements required under subsection 6.9.3.1 or 6.9.3.2 at the request of the School District. A fee in-lieu collected under this subsection shall be placed in a dedicated fund and used solely for the purpose of constructing one or more system improvements required for a particular site development permit under Section 6.9.3.1 or Section 6.9.3.2 and shall be spent within 10 years from the date fee is paid to the City.

6.9.8 The School District may request a refund of any funds that remain unspent after the end of the ten-year period. A refund request under this section must be submitted in writing, on a form provided by the Director.

6.9.9 The School District need not pay a street impact fee (SIF) for any Educational Facility projects.

6.10 Parking Requirements.

6.10.1 There shall be no minimum on-site parking requirement applicable to Educational Facilities, but to the extent parking shall be installed, it shall be included in the Transportation Circulation Study and Access Management Plan described in Section 6.9 of this Agreement.

6.10.2 Bicycle parking shall be provided as the School District deems appropriate.

6.10.3 Except for landscaping requirements, the layout of a parking lot must comply with the Transportation Criteria Manual.

6.11 Driveways. Up to four (4) driveways are permitted per School District Educational Facility site. Additional driveways are permitted if such driveway(s) are included on an approved Traffic Circulation Analysis and Access Management Plan.

6.12 Sidewalks.

6.12.1 For development with existing public sidewalks that are compliant with the Transportation Criteria Manual (TCM) and the LDC, notwithstanding the requirements of Chapter 25-2, Subchapter E, as they exist as of the Effective Date of this Agreement, and in compliance with the requirements of the Americans with Disabilities Act, such sidewalks shall not be required to be reconstructed, except to address segments of such sidewalks evaluated by a Texas Registered Accessibility Specialist and deemed to be non-compliant with ADA requirements.

6.12.2 For sidewalks with missing segments or segments that are non-compliant with TCM and/or LDC requirements, only non-compliant segments shall be required to be constructed or reconstructed.

6.12.3 The School District may request to pay a fee in-lieu of constructing required sidewalk improvements in accordance with the provisions of Section 6.9 of this Agreement.

6.13 Interim Condition Compliance. In instances where development, redevelopment, construction, reconstruction, demolition, and/or phasing of such work may create interim non-compliance with any development regulation of the City and/or of this Agreement, the City will work with the School District to provide temporary alternative methods of compliance if the non-compliance will ultimately be resolved when the project is complete, according to the proposed final condition on the site development plans. Such temporary alternative methods of compliance shall not result in increased stormwater discharge from the site. Interim conditions shall not exceed six months and can be extended at the Director's discretion.

6.14 Alternative Design.

6.14.1 The School District may request an alternative design ("Alternative Design") when strict compliance is not feasible. The Director may approve an Alternative Design to satisfy any requirement of the City Code and/or of this Agreement if the design meets the following standards:

6.14.1.1 The proposed Alternative Design is in general conformity with the intent of the regulation in question; and

6.14.1.2 The proposed Alternative Design will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

6.15 Water, Wastewater, and Reclaimed Water Service.

6.15.1 Utilities Across Lot Lines. Water, wastewater, or reclaimed water infrastructure serving School District Educational Facilities located on multiple lots shall be permitted to cross lot lines in the event that the School District owns, in whole or in part, the tracts being developed, and the School District requests an Alternative Design and complies with all City terms and conditions.

6.15.2 Reclaimed Water. It is a goal and intent of both the School District and the City that Educational Facilities adhere to the highest environmental and sustainability standards, including with respect to the conservation of water. Although the School District need not strictly comply with the reclaimed water requirements of City Code (primarily located in LDC Chapter 25-9, including but not limited to dual plumbing, the City's Water Forward goals and requirements, and the use of non-potable water), the School District will cooperate with the City such that Educational Facilities are constructed in line with such requirements to the extent the School District determines that additional costs are appropriate.

6.15.3 Water Conservation. Any City water conservation requirements imposed during conservation periods regarding the use of potable or reclaimed water received through City wholesale services shall be applicable to School District Educational Facilities.

6.16 Demolition and Historic Review.

6.16.1 Notwithstanding LDC§ 25-S-2(B)(7), the City shall approve demolition permits with an approved site plan exemption, regardless of square footage, so long as the School District complies with any applicable required demolition notification processes.

6.16.2 Notwithstanding City Council Resolution 20160623-082 or its amendment in City Council Resolution 20180510-049, or any related policy of the Historic Preservation Office or Historic Landmark Commission, the Historic Preservation Office may review and release a demolition permit administratively per LDC Section 25-11-213(B)(7) without the requirement of a hearing before the Historic Landmark Commission if the applicable project was included in a School District bond approved by voters.

6.16.3 City staff shall collaborate with School District and historic preservation stakeholders to identify Educational Facility projects that include buildings over 50 years of age that may require demolition permits and to develop recommendations regarding expedited scheduling at the Historic Landmark Commission.

6.16.4 Such scheduling can occur outside of any existing or planned permitting process and shall be tied to a site plan exemption that is undertaken for historic review purposes only.

6.16.5 The City shall place such requests on the agenda of the next available meeting for which the City can meet its notification deadlines.

6.16.6 A demolition permit shall not expire for a period of 5 years if it is for a project that was included in a School District bond approved by voters.

6.17 City Review and Comment of Site Development Plan.

6.17.1 Review Scope.

6.17.1.1 Review of site development permit application materials for Educational Facility sites with existing development which will be maintained and or modified shall be limited to those elements being newly developed or modified.

6.17.1.2 Existing development shall be treated as existing, conforming, and compliant development and shall not be required to be modified for purposes of compliance with regulations otherwise applicable to the site if such existing developed elements are not proposed to be modified.

6.17.1.3 Where existing development is proposed to be modified, only those specific elements proposed to be modified shall be reviewed for and be required to come into compliance with applicable regulations.

6.17.2 Review Schedule.

6.17.2.1 The City Liaison shall notify the School District Liaison by telephone or email within 5 working days of site development plan submittal If the submitted site development plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City Code. If the site development plan is insufficient for review, then the City Liaison shall provide written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have 15 working days to review a site development plan, each subsequent phase of an approved phased site development plan, and accompanying reports, if any, and respond with complete comments from all reviewing city departments to the School District Liaison regarding the site development plan's compliance with this Agreement. Should complete comments not be returned within said 15 working days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Site Development Plan will be issued.

6.17.2.2 After submittal of a sufficient and complete application, the City shall have 10 working days to review a small project site development plan and respond to the School District Liaison per written comments by all relevant City departments regarding compliance with this Agreement and applicable City Code.

6.17.2.3 The City shall have 10 working days to review submitted updates to a site development plan.

6.17.2.4 The School District shall give the City Liaison at least 2 working days prior notice of the School District's intent to submit a site development plan for initial review or a site development plan update based on prior City review.

6.17.2.5 The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

6.17.2.6 If, after the City has issued comments to the second update to the site development plan the City has not approved the site development plan, the School District and City Liaison shall meet to resolve the remaining issues preventing site development plan approval. Unless otherwise agreed on by the liaisons, the above- described meeting shall occur within 10 working days of the City issuing comments to the second site development plan update.

6.17.3 Final Approval. The site development plan shall be approved if the site development plan complies with this Agreement and all applicable City Code.

6.17.4 Effect of Approved Site Development Plan.

6.17.4.1 If required, a building permit shall be issued by the City to the School District when the building construction plans are approved as complying with the applicable building code and the approved site development plans.

6.17.4.2 The School District may begin site construction and utility construction in accordance with the site development plan after:

6.17.4.2.1 The approval of the site development plan;

6.17.4.2.2 A preconstruction conference; and

6.17.4.2.3 Installation of required environmental controls.

6.17.4.3 If applicable, water meter, reclaimed water meter, and wastewater tap(s) from the City may be purchased after approval of the Site Development Plan. All applicable inspections and testing must be completed prior to issuance of a certificate of occupancy.

6.18 Review and Impact Fees. The School District shall not pay to the City any fees for the review of site development permit applications for Educational Facility sites, or any impact fees related to the construction at an Educational Facility site. Notwithstanding the foregoing, the School District shall pay for inspection fees.

6.19 Fiscal Surety.

6.19.1 No fiscal surety, cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to the

Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City, including but not limited to fiscal surety for:

- 6.19.1.1 Erosion and sedimentation controls;
- 6.19.1.2 Off-site tree mitigation;
- 6.19.1.3 Parkland dedication or improvements;
- 6.19.1.4 Work in a public right-of-way and temporary use of right-of-way fees;
- 6.19.1.5 Water, Reclaimed Water, and Wastewater Improvements or
- 6.19.1.6 Subdivision infrastructure improvements.

6.19.2 By execution of this Agreement, the School District agrees that the performance otherwise secured by a financial guarantee under the City Code, will be made at School District cost.

6.19.3 The School District shall include in construction bid documents, construction contracts, and the bonding requirements of contractors, that the installation and maintenance of temporary erosion controls and revegetation of disturbed areas will be done in accordance with City standards.

6.19.4 The School District shall hold the cost of revegetation as retainage until the City issues a letter approving the revegetation on the site. In this section, revegetation means permanent erosion controls and does not otherwise include landscaping.

ARTICLE VII: BUILDING PERMIT

7.1 Building Construction Plan Review and Building Permit Issuance.

7.1.1 For an addition to an existing School District Educational Facility building, building code review shall be limited to the addition where the addition connects to the existing building and the accessible route(s) to the addition.

7.1.2 After the City Building Official has received information, all applicable City building permit review fees, and adequate evidence of the future availability of water and wastewater service, the City shall have 15 working days to review a building permit application for a new building and issue to the School District either a Building Permit or a complete written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement.

7.1.3 After making the changes necessary to bring the building construction plans into compliance with the Building Code and this Agreement, as noted in the written list of

changes provided by the City, the School District may resubmit the building construction plans to the City.

7.1.4 The City shall have 10 working days to review the submitted building construction plans and issue to the School District either a building permit or a second written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. The 10 working days review period by the City shall apply to each additional resubmittal of the building construction plans.

7.1.5 If the City fails to provide written comments to the School District within the required 10 working days, or if more than two resubmittals have been required without a permit being issued, then the City and School District liaison shall meet or communicate as quickly as reasonably possible to resolve outstanding issues. The City and School District may mutually agree to extend any of the required 10 working day review periods.

7.2 City Review and Comment of Building Permits.

7.2.1 Review Schedule.

7.2.1.1 The City liaison shall notify the School District Liaison by telephone or email within 5 working days of receiving a building permit submittal (“Building Permit Application”) if the building permit Application does not meet the minimum submittal requirements of this Agreement and applicable City Code. If the Building Permit Application is insufficient for review, then the City Liaison shall provide written explanation of the application’s deficiencies. After the submittal of a sufficient and complete Building Permit Application, the City shall have 15 working days to review the Building Permit Application and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District liaison regarding the Building Permit Application’s compliance with this Agreement. Should complete comments not be returned within said 15 working days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Building Permit Application will be issued.

7.2.1.2 The City shall have 10 working days to review submitted updates to a Building Permit Application.

7.2.1.3 The School District shall give the City liaison at least 2 working days prior notice of the School District’s intent to submit a Building Permit Application for initial review or update based on prior City review.

7.2.1.4 The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

7.2.1.5 If, after the City has issued comments to the second update to the Building Permit Application and the City has not approved said permit, the School District Liaison and City Liaison shall meet to resolve the remaining issues preventing such approval. Unless otherwise agreed on by the Liaisons, the above-described meeting shall occur within 10 working days of the City issuing comments to the second Building Permit Application update.

7.2.2 Building permits for Educational Facilities shall have priority review by the City.

7.3 Inspections. Building inspections shall be performed within 2 days of the School District having notified the inspector and the inspection being scheduled. The School District will arrange for the layout inspection to be performed by a Registered Professional Land Surveyor and the foundation inspection will be performed by a Registered Professional Engineer.

ARTICLE VIII: ANNUAL PERMIT

Certain authorized building, electrical, mechanical, and plumbing scopes of work at School District Educational Facilities covered under this Agreement shall be eligible for completion under an Annual Permit as described in Section 1.1.2.1 of the City Building Criteria Manual. Instead of an individual permit for each alteration to an already approved gas, electrical, mechanical or plumbing installation, including defined minor building alterations and repairs, the City Building Official is authorized to issue an Annual Permit upon application thereof to the School District if they regularly employ one or more qualified trade persons in the building, structure or on the premises owned or operated by the School District for the permit. The facility shall maintain records on all work performed and scheduled quarterly inspections under the annual permit in accordance with § 105.1.2 of the Local Amendments to the International Building Code (IBC) and DSD Annual Permit Inspections Policy (Annual Permit Records).

ARTICLE IX: CONSTRUCTION

The City shall provide site plan construction inspections within 5 business days of such request being made by the School District to the City Liaison.

ARTICLE X: ENVIRONMENTAL

10.1 Environmental Resource Inventory.

10.1.1 It is the intent of the parties that an Educational Facility project on a built-out site with a validly existing site plan shall be eligible for a waiver under LDC Section 25-8-121(0).

10.2 Impervious Cover Limits.

10.2.1 Impervious cover limits for Educational Facility development covered by this Agreement are established by this section.

10.2.2 Impervious cover calculated for School District Educational Facilities shall not consider natural trails or natural surface tracks as impervious cover, as such facilities are described in the Environmental Criteria Manual.

10.2.3 This subsection applies to impervious cover limitations for Educational Facilities in an Urban watershed.

10.2.3.1 In an Urban watershed, the maximum impervious cover is 65% of gross site area, or 70% of the gross site area if a transfer of impervious cover is available and utilized, except:

10.2.3.1.1 For Educational Facility campuses in an Urban watershed that are more than 5-acres but less than 10-acres in size, a maximum impervious cover of 75% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.3.1.2 For Educational Facility campuses in an Urban watershed that are less than or equal to 5-acres in size, a maximum impervious cover of 80% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.3.2 Impervious cover transfers to an Educational Facility site in an Urban watershed, if utilized, must be from a site in the same watershed classification and otherwise meet the requirements of this Subsection.

10.2.3.3 To be eligible for the Urban watershed additional impervious cover described in this Section, water quality treatment shall be required for all impervious cover that is compliant with applicable sections of this Agreement.

10.2.4 This subsection applies to impervious cover limitations for Educational Facilities in a Suburban watershed.

10.2.4.1 In a Suburban watershed, the maximum impervious cover is 50% of gross site area, or 60% of the gross site area if a transfer of impervious cover is available and utilized, except:

10.2.4.1.1 For Educational Facility campuses in a Suburban watershed that are more than 5-acres but less than 10-acres in size, a maximum impervious cover of 70% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.4.1.2 For Educational Facility campuses in a Suburban watershed that are less than or equal to 5-acres in size, a maximum impervious cover of 75% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.4.2 Impervious cover transfers to an Educational Facility site in a Suburban watershed, if utilized, must be from a site in the same watershed classification and otherwise meet the requirements of this Subsection.

10.2.4.3 To be eligible for the Suburban watershed additional impervious cover described in this Section, water quality treatment shall be required for all impervious cover that is compliant with applicable sections of this Agreement.

10.2.5 This subsection applies to impervious cover limitations for Educational Facilities in a Water Supply watershed.

10.2.5.1 In a Water Supply watershed, the maximum impervious cover is 50% of net site area, or 60% of the net site area if a transfer of impervious cover is available and utilized, except:

10.2.5.1.1 For Educational Facility campuses in a Water Supply watershed that are more than 5-acres but less than 10-acres in size, a maximum impervious cover of 70% net site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.5.1.2 For Educational Facility campuses in a Water Supply watershed that are less than or equal to 5-acres in size, a maximum impervious cover of 75% net site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.5.2 Impervious cover transfers to an Educational Facility site in a Water Supply watershed, if utilized, must be from a site in the same watershed classification and otherwise meet the requirements of this Subsection.

10.2.5.3 To be eligible for the Water Supply watershed additional impervious cover described in this Section, water quality treatment shall be required for all impervious cover that is compliant with applicable sections of this Agreement.

10.2.6 Notwithstanding anything to the contrary in this Section 10.2, this subsection applies to impervious cover limitations for Educational Facilities in an uplands zone of the Barton Springs Zone.

10.2.6.1 For development in the Barton Springs Zone for which a no discharge water quality control or alternative control approved by the Watershed Protection Utility is utilized:

10.2.6.1.1 Except as provided in Subsection 10.2.6.1.2 or 10.2.6.1.3 below, development of an Educational Facility site shall be 25% impervious cover or comply with the impervious cover regulations established in Section 25-8-514 of City Code (the Save our Springs Ordinance), whichever is greater.

10.2.6.1.2 For an Educational Facility site described on Exhibit A, impervious cover may not exceed the impervious cover limit established in the exhibit.

10.2.6.1.3 For development of an Educational Facility site on a tract of land subject to a Conservation Easement to Restrict Impervious Cover (or instrument having similar intent and effect) entered into in connection with a development or settlement agreement between a developer and the City after March 15, 2000, which includes an allocation of impervious cover to identified tracts of land within the area covered by such agreement, the School District shall be governed solely by the terms and provisions of the applicable Conservation Easement to Restrict Impervious Cover (or instrument having similar intent and effect) regarding the impervious cover limits for such Educational Facility site.

10.2.7 Notwithstanding anything to the contrary in this Section 10.2, the following applies to development or redevelopment of an existing Educational Facility site in the Barton Springs Zone:

10.2.7.1 An existing Educational Facility site may achieve compliance with the impervious cover requirements of Subsections 10.2.6.1.1 and 10.2.6.1.2 above by transferring impervious cover under the provisions of Section 10.3, but an existing Educational Facility site may not exceed 50% of actual impervious cover on a net site basis.

10.2.8 Except in the Barton Springs Zone, for a site owned by the School District before May 18, 1986, the maximum impervious cover is the impervious cover established by the applicable watershed ordinance in effect on May 18, 1986, or the impervious cover established in this Section 10.2, whichever is greater.

10.3 Transfer of Impervious Cover.

10.3.1 For every one acre of land in the Critical Water Quality Zone restricted from development and available for public use, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones on any Educational Facility site within the same watershed classification.

10.3.2 For every one acre of land in the Water Quality Transition Zone left undeveloped and undisturbed and not included in impervious cover calculations elsewhere, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones on any Educational Facility site within the same watershed classification.

10.3.3 Except as otherwise provided in this subsection, for every one acre of land or portion thereof in the Uplands Zone located within a buffer of a Critical Environment Feature and left natural and undisturbed, the School District is entitled to an additional 20,000 square feet of Impervious Cover on lands elsewhere in Uplands Zones on any Educational Facility site within the same watershed classification. Such buffer area may also be included in the Net Site Area calculations for the Uplands Zone.

10.3.4 A maximum of 85% of the transfer credit otherwise available under Section 10.3.2 is permitted for grass play field within the Water Quality Transition Zone if restored using predominately native plants and grasses and if the School District provides and implements a plan for minimizing the use and impact of pesticides, herbicides, and fertilizers. A maximum of 50% of the transfer credit otherwise available under the Section 10.3.2 is permitted for land use for wastewater disposal.

10.3.5 Impervious cover may only be transferred to another site or tract owned by the School District within the same watershed classification and may only be used in conjunction with an Educational Facility constructed pursuant to this Agreement. Impervious cover may not be transferred unless the transferring tract has an approved site plan which covers the area from which impervious cover is transferred. The School District must file in the County Deed records restrictive covenants, in a form and substance approved by the City, running with both the transferring and receiving tracts and noting the transfer of impervious cover.

10.3.6 Notwithstanding anything to the contrary in this Section 10.3, and excluding Bowie High School except for Subsection 10.3.6.7, impervious cover can be transferred for development or redevelopment of existing Educational Facility sites within the Barton Springs Zone subject to the following conditions.

10.3.6.1 The impervious cover credits eligible for transfer from the Transferring Tract shall be calculated based on the allowable impervious cover under this Agreement.

10.3.6.2 Before a transfer of impervious cover is permitted, the Transferring Tract shall be restricted to prohibit development on the tract in a manner acceptable to the City, which may include a conservation easement, restrictive covenant, or similar instrument.

10.3.6.3 Once impervious cover credit is transferred from the Transferring Tract, such impervious cover credit is not available to be transferred to another Educational Facility site.

10.3.6.4 For the Transferring Tract, the School District shall submit a site plan in order to track the amount of impervious cover available for transfer and to document the conservation use of the site. The City shall waive all site plan submittal requirements for this site plan, other than those necessary to document the transferrable impervious cover and conservation use.

10.3.6.5 For each Educational Facility site receiving a transfer of impervious cover credit, the School District shall submit a site plan with a tracking table indicating the amount and source of transferrable impervious cover available, the amount of transferrable impervious cover used in the subject site plan, and the amount of transferrable impervious cover remaining. With each approved site plan under this subsection, the School District shall administratively modify the site plan described in Section 10.3.6.5 to reflect the transfer of impervious cover.

10.4 Waterway Setbacks.

10.4.1 Except as authorized in the LDC and in Section 10.4.2 and 10.4.3 below, development is not permitted in a Critical Water Quality Zone or Water Quality Transition Zone.

10.4.2 In a Water Quality Transition Zone, the maximum impervious cover is 18%, except that in the Barton Springs Zone, development is limited to the development allowed in a Critical Water Quality Zone.

10.4.3 Buffer averaging of both the Critical Water Quality Zone and Water Quality Transition Zone may be utilized in watersheds outside the Barton Springs Zone for Educational Facility sites. The buffer averaged must be adjacent and the areas contained within each respective buffer after buffer averaging shall remain the same as originally defined by the City.

10.5 Cut and Fill.

10.5.1 No cut and fill limits shall apply to the building footprint area, roadway rights-of-way or the construction and maintenance of Water Quality Controls and detention ponds.

10.5.2 No cut and fill in excess of 4 feet shall be allowed in the Critical Water Quality Zone or the Water Quality Transition Zone.

10.5.3 Cut and fill in excess of 4 feet must be structurally contained in accordance with the City's Environmental Criteria Manual.

10.5.4 In the Uplands Zone, cut or fill between 4 and 8 feet may be administratively approved. Cut or fill in excess of 8 feet must be approved by the Land Use Commission.

10.5.5 Criteria for allowing cut or fill between 4 and 8 feet shall include, but not be limited to:

10.5.5.1 No adverse impact on a Critical Environmental Feature;

10.5.5.2 No adverse impact on water quality; or

10.5.5.3 The site has been previously disturbed by manmade activities.

10.5.6 The fill limitation shall not apply to:

10.5.6.1 Fill placed under foundations and containment walls perpendicular to the round, or with pier and beam construction if the fill is structurally contained; or

10.5.6.2 Back fill for utility construction or wastewater drain fields.

10.5.7 Cut and fill for roadways shall be contained within the right-of-way.

10.6 Construction on Slopes.

10.6.1 Construction on slopes of 25% to 35% is permitted for construction of a building or parking area if the site was owned by the School District on January 1, 1994.

10.7 Water Quality Controls.

10.7.1 Except as otherwise provided in this section, all Educational Facility sites shall contain water quality controls constructed and maintained in accordance with City Code.

10.7.2 Water quality controls shall use “green stormwater infrastructure” as defined by the Environmental Criteria Manual unless innovative water quality control measures are proposed and accepted by the Director of the Watershed Protection Department in compliance with LDC Section 25-8-151() (Innovative Management Practices).

10.7.3 This subsection applies to development or redevelopment of an existing Educational Facility site in the Barton Springs Zone.

10.7.3.1 An Educational Facility site must provide water quality controls that comply with LDC§ 25-8-514 (Pollution Prevention Required) for all existing, new, and redeveloped areas on the site. Water quality treatment volume shall be based on the actual on-site impervious cover and not be adjusted by any transfer of impervious cover credit to the site.

10.7.3.2 Except as otherwise provided in this subsection, water quality treatment shall use on-site controls.

10.7.3.3 Off-site controls for water quality treatment for water quality controls may be permitted if the Director of the Watershed Protection Department

determines that it is not technically feasible to provide all of the required water quality treatment using on-site controls.

10.7.3.4 If off-site controls are permitted, on-site controls will be used to the maximum extent technically feasible, as determined by the Director of the Watershed Protection Department.

10.7.3.5 Off-site controls for water quality treatment shall be provided for an equivalent area subject to approval by the Director of the Watershed Protection Department based on the following criteria:

10.7.3.5.1 The equivalent area shall be located on a property owned by the School District within the Barton Springs Zone portion of the Edwards Aquifer Recharge Zone or, if such a site is not available, within the Barton Springs contributing zone.

10.7.3.5.2 The equivalent area shall be an area that does not currently receive treatment and is not likely to be treated in the future.

10.7.3.5.3 The equivalent area shall be at least equal to the impervious cover area on the Educational Facility site that requires treatment.

10.7.3.5.4 If impervious cover is removed to meet treatment requirements, the site shall be permanently restricted from future development of an equivalent amount of impervious cover unless treatment can be provided in another acceptable form and approved by the City.

10.7.3.6 The School District shall submit the design for off-site controls to the City as part of the site plan for the Educational Facility site that requires treatment. The City will review the off-site controls and associated drainage areas only for compliance with the Agreement and other regulations applicable to the water quality treatment system.

10.8 Artificial Turf.

10.8.1 Artificial turf fields and tracks on Educational Facility sites shall not be calculated as impervious cover if the installation complies with the following:

10.8.1.1 The installation may not include compacted subgrade or an impermeable liner;

10.8.1.2 The installation results in no significant change to the hydrologic flows from the artificial turf fields when compared to natural field hydrology;

10.8.1.3 The installation will maintain the existing ground water connectivity; and

10.8.1.4 Except in the Barton Springs Zone, where infiltration will be provided per SOS non-degradation water quality treatment standards, a sand filter or equivalent water quality treatment, as determined by the Director of the Watershed Protection Department, is provided.

10.8.2 The School District shall provide design calculation that confirms adequate infiltration of stormwater for approval by the Director of the Watershed Protection Department.

ARTICLE XI:
LEGAL DOCUMENTS

11.1 Standard Legal Documents. The School District and the City shall collaborate on the development of standard license, easement, encroachment, unified development, Integrated Pest Management, and other legal documents applicable to activities undertaken under this Agreement. Once the School District and the City have negotiated such agreements, they shall be used for all projects undertaken under this Agreement, without the need for additional legal review by either party.

11.2 Waiver of Verification of Legal Entity. The City shall waive the requirement for documentation proving the legal entity status for the School District in all such documents.

11.3 Timing of Final Approval for Legal Documents. Any of the legal documents referenced in Section 12.1 and necessary for the granting of a Site Development Permit or a Building Permit from the City shall be required to be finalized only prior to the issuance of a Certificate of Occupancy for activities undertaken under this Agreement and shall not delay or otherwise impact the acquisition of said Site Development Permit and/or Building Permit.

ARTICLE XII:
SIGNS

Signs shall be allowed for any School District Educational Facility as follows:

12.1 Applicable Sign District. Notwithstanding the otherwise applicable sign district according to LDC§ 25-10-82, and in addition to the other provisions of this Article XIII, signs shall be permitted at an Educational Facility site as if such property were a commercial sign district, and the restrictions of LDC§ 25-10-130(G) related to sign height do not apply to an Educational Facility site. Notwithstanding the foregoing, roof signs shall not be permitted on Educational Facility sites, and LDC Section 25-10-124(F) shall apply to Educational Facility sites located in the Scenic Roadway Sign District.

12.2 Freestanding Signs.

12.2.1 One freestanding sign shall be permitted along each street frontage at a School District Educational Facility that:

12.2.1.1 May not exceed 32 square feet in area; and

12.2.1.2 May not exceed a height of 8 feet above the highest grade directly beneath the sign or above the grade of the street directly adjacent to the sign, whichever is higher.

ARTICLE XIII:
AUSTIN ENERGY

13.1 Austin Energy Liaisons.

13.1.1 Liaisons. Austin Energy will have a dual contact approach, providing the School District with both (i) a general liaison (“General liaison”) and (ii) a technical liaison (“Technical liaison”), for development on Educational Facility sites. The General liaison and Technical liaison will coordinate across Austin Energy departments. Coordination shall include design, purchasing, and construction. Upon the School District’s request, the Austin Energy General liaison shall schedule a pre-design meeting. In the event an Austin Energy design standard is not aligned with other City requirements (i.e., differences between fire and energy requirements), the Austin Energy Technical liaison and City liaison will cooperate to provide a single standard. The Austin Energy General liaison will:

13.1.1.1 Be the Austin Energy single point of contact and will ensure that both ESPA reviewers and design reviewers are present and providing comments to School District submittals;

13.1.1.2 Coordinate the scheduling of Austin Energy inspections;

13.1.1.3 Coordinate the ordering, lead times, and delivery of Austin Energy purchased equipment and materials;

13.1.1.4 Coordinate the scheduling of Austin Energy crews for equipment and material setting;

13.1.1.5 Coordinate the scheduling of the termination of secondary cables at the transformer; and

13.1.1.6 Coordinate the scheduling of meter setting.

13.1.2 Design Process. Austin Energy acknowledges and agrees that it will begin design upon acceptance of 30% design documents.

13.2 Equipment. When equipment needs are determined, Austin Energy will engage with the School District to discuss procurement options to meet project requirements and material delivery times. Such procurement may include customer purchased equipment approved by Austin Energy.

ARTICLE XIV:
TERM

All provisions of this Agreement shall be in full force and effect for the term of 25 years from the Effective Date unless terminated sooner pursuant to this section. At any time after 7 years from the Effective Date, written notice of cancellation (“Notice of Cancellation”) may be delivered by either party to the other party. This Agreement will terminate 60 calendar days after the date of the delivery of the Notice of Cancellation. A Notice of Cancellation must be authorized by majority vote of the School Board or City Council, as appropriate. In the event that a Notice of Cancellation is delivered by one party to the other, during the intervening 60 calendar day period before the Agreement terminates, the parties may, by majority vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the Notice of Cancellation or the termination date.

ARTICLE XV:
MISCELLANEOUS PROVISIONS

15.1 Liaisons and Dispute Resolution. The City liaison will establish and maintain communication with the School District Liaison and will review and, if possible, resolve all issues and disputes relating to the Agreement. The City Liaison must have the authority to coordinate meetings and mediate resolutions, as needed, between all development-review-related City Departments and the School District.

The School District Liaison will establish and maintain communication with the City liaison and will review and, if possible, resolve all issues and disputes relating to this Agreement. If the Parties cannot agree to a resolution, the Superintendent of the School District and the City Manager will make a good faith effort to come to a mutually agreeable solution that reflects the intent of this Agreement.

Prior to taking any legal action, the parties shall mediate any dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. If no agreement can be reached according to the procedures in this Agreement or as a product of mediation, the non-defaulting party shall have all remedies available at law and in equity.

15.2 Modification Procedure. Any amendment of this Agreement shall only be effective and binding if the amendment is in writing and signed by both parties, except otherwise described in this section.

Notwithstanding any provision of this Agreement, the School District may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or any change to the laws, rules, regulations, or ordinances of a regulatory agency, or any change to the laws, rules, regulations, or ordinances that enhance or protect the School District, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under this Agreement. If the Superintendent of the School District or the City Manager requests an amendment to this Agreement, the counterparty will make

a good faith effort to come to mutually agreeable terms that reflect the basis of the amendment request.

15.3 Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreement, representations, and understandings, if any, between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters. No oral statement or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement, they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

15.4 Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all genders unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

15.5 Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court or competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

15.6 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to the Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

15.7 No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

15.8 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

15.9 No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to a waiver of any other default of the same or any other covenant or provision of this Agreement.

15.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15.11 Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

15.12 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successor government entities.

15.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

15.14 Successor Entities. Any reference to any governmental entity, governmental department or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsible or function described by this Agreement.

15.15 Diversity, Equity, Inclusion. Any activities undertaken pursuant to this Agreement shall reflect and promote an inclusive, healthy, and welcoming environment for all School District students.

15.16 Venue. Venue for any suit arising under this Agreement shall be in Hays County.

15.17 Amendment. No amendment of this Agreement shall be effective unless it is executed by the authorized representatives of the City and the School District.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing in the first paragraph of this Agreement.

CITY OF AUSTIN:

**HAYS COUNTY INDEPENDENT
SCHOOL DISTRICT:**

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: M.14

Board Goal: Community Relations

Subject: Consideration and possible approval of a Cooperative Construction Contract for the 2023 Bond Bid Package 10 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:

The goal of the Adaptive Playground project is to provide an accessible route to the playground, ADA compliant, ground-level play components (spinner and message board), ADA accessible swings, shade canopies, and rubberized fall protection. In addition to the new components, the project also includes playground repairs from five different vendors, due to multiple equipment manufacturers.

D. Summary:

Previous board action relating to this item – In June 2021, the Board approved the installation of playground shade structures at 9 elementary campuses. 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. In March 2024, the Board approved the design to date and initial cost estimate for the 2023 Bond Bid Package 10, Adaptive Playgrounds

Future action anticipated –

Background information –

The 2023 Bond contains provisions for the installation of adaptive playground elements at 14 elementary schools with a total project amount of \$2,453,530:

- Blanco Vista ES
- Buda 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 developed the scope of work for this project. O'Connell Robertson (OCR) has provided select construction documents for your review.

The Purchasing Department issued a COOP Quote Request (CQR # 28-052402WC) and received one response from TF Harper in the amount of \$2,374,534. At the time this agenda item was due, staff was soliciting additional COOP quotes.

In addition to the new elements proposed in the OCR drawings, staff also requests installation of non-verbal message boards on all 17 playgrounds in the estimated amount of \$46,062 and safety related repairs at nine campuses (utilizing five different vendors) in the amount of \$195,322. The estimated total cost including a 5% contingency is \$2,746,715. 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 Playgrounds (15 Campuses) | Original Budget | Initial Estimate | COOP Cost |
|------------------------------------|-----------------|------------------|--------------------|
| Construction | 1,962,824 | \$2,851,375 | \$2,746,715 |
| Architect | \$137,398 | \$199,596 | \$192,270 |
| FFE | 0 | \$0 | \$0 |
| Infr and Fees | \$73,606 | \$73,606 | \$73,606 |
| Contingency | \$279,702 | -\$671,047 | -\$559,061 |
| Total | 2,453,530 | \$2,453,530 | \$2,453,530 |

Repair Estimates are shown in the following table:

| Vendor | Cooperative Agreement | | Prior Year Spend |
|--------------------------|-----------------------|-----------------|------------------|
| | | Total | |
| Fun Abounds | Buyboard # 679-22 | \$2,271 | \$13,484 |
| Kid Stuff Play Systems | 1GPA # 23-07P-06 | \$17,018 | N/A |
| Lea Park and Play | Buyboard # 679-22 | \$89,918 | N/A |
| Park Place Recreation | Buyboard # 679-22 | \$46,339 | \$2,098 |
| TF Harper | 1GPA # 24-06DP-10 | \$39,776 | \$124,974.60 |
| | Total | \$195,322 | |

All totals shown for information only, seeking approval for the line item over \$50,000.

H. Monitoring and Reporting Time Line:

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

Evaluation method and time line:

| Suggested Milestones | |
|---------------------------------|------------|
| Consideration of Design to Date | March 2024 |
| Consideration of COOP Purchase | June 2024 |

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve playground improvements for an amount not to exceed \$2,746,715, including a cooperative contract with TF Harper in the amount of \$2,374,534 for the 2023 Bond Bid Package 10 Adaptive Playgrounds as designed by O'Connell Robertson Architects, and with Lea Park & Play for playground repairs in the amount of \$89,918, as presented

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: M.15

Board Goal: Community Relations

Subject: Second Reading and possible adoption of revisions to Local Policy FC – School Attendance Areas

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
FC (Local)

Law or Rule

N/A

C. Goal or Need Addressed:

Relationships with the news media and greater community.

D. Summary:

This adoption would change the recommended development process for creating attendance zones. Current local policy allows for the Board to consider empaneling a citizen-based attendance boundary committee. The proposed revisions remove the citizen committee buffer so that interested parties can communicate directly with the Board regarding proposed attendance zone changes. The Board in both the existing and proposed new policy retains full authority to establish attendance boundary zones.

Concerns regarding the committee process in the past include:

1. Volunteers, especially in controversial map cycles, are often overwhelmed at the level of passion or discord directed at them regarding potential map changes. In some cases, volunteers who have served on zoning committees have vowed not to serve on any future committees for any reason based on the experience with the zoning process.
2. The committee has no decision-making authority and if the Board must override the committee in the best interest of the district, the committee members are often understandably upset.

Concerns regarding the committee process in future cycles:

1. The district's demographer now charges for a person to attend after-hours committee meetings and so the ability to cost-effectively entertain live-data mapping is reduced. Splitting existing planning unit building blocks with the demographer is not possible in a live setting. This makes a committee map development process longer and less efficient because during committee meetings, much of the committee suggestions are guesses at best until scenarios can be confirmed or refuted days later with data.
2. The district will be entering an extremely fast-pace growth decade and the old committee process may not be as efficient, nor meaningful for parents and citizens who should be able to directly express their support or concerns for maps to the decision-making trustees.

What won't be changing:

1. The new policy will not eliminate public input, but rather improve it. Parents and citizens will still be able to attend public forums. The enhancement is that their ideas would no longer be filtered through a committee. They will be able to speak directly to the Board. Existing electronic "Zone Talk" features will also still be used for providing feedback without having to attend a forum.

E. Administrative Recommendation:

It is the recommendation of administration to adopt the proposed revisions to policy FC (Local) following a second reading on June 24, 2024.

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

Budget Bond Grant/Special Funds Other

No Cost/No Impact as recommended. If live mapping during a committee process is utilized, the cost could be several hundred dollars per meeting.

G. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the revisions to policy FC (Local), as presented.

Attendance Areas

Attendance areas (also called attendance zones) for District schools shall be established by the Board.

The purpose of establishing attendance areas shall be to:

1. Maintain the neighborhood school concept;
2. Prevent, reduce, and eliminate overcrowding;
3. Allow for future growth;
4. Keep distances traveled by students as short as possible;
5. Minimize the need for student transportation; and
6. Allow campuses to house students safely and provide adequate services to all students.

Student Assignment

Students shall attend school in the attendance zone in which they reside unless enrolled in a magnet school, assigned to another school through an enrollment capping procedure or special program placement, assigned to another school for disciplinary reasons, or approved for continued enrollment or transfer at another campus.

Temporary Student Assignment

A student shall be allowed to attend a school other than the campus of the attendance area in which the student resides if all of the following criteria are met:

1. The parent has entered into a contract to construct, purchase, or lease a residence in the requested attendance area and provides the District a copy of the executed contract;
2. The parent and student shall begin occupying the residence during the school semester in which the temporary assignment is sought; and
3. The parent can provide documented proof of the expected move-in or occupancy date.

A student who resides in another school district and who is allowed a temporary student assignment due to home construction, purchase, or lease shall be required to pay tuition from the first day of enrollment if the student does not occupy the new residence within the semester in which the temporary assignment was granted.

A student who fails to meet move-in date requirements may be denied a continued temporary student assignment.

Change of Student Residence Within District

A student whose place of residence changes from one attendance area within the District to another attendance area within the District during the school year may be permitted to finish the school

year at the school in which the student began. In approving continued enrollment, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records. If the student wishes to continue enrollment beyond the school year, the student or parent must follow the policies and procedures that govern intradistrict transfers. [See FDB]

Change of Student Residence Outside of District

A student whose place of residence changes from within the District to another school district during the school year may be permitted to finish the semester at the school in which the student began. In approving continued enrollment, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records. If the student wishes to continue enrollment beyond the semester, the student must follow the policies and procedures that govern inter-district transfers and may be required to pay tuition. [See FDA]

Changing Attendance Area Boundaries

School attendance areas shall be kept as stable as possible. However, adjustments or changes shall be made whenever the District determines that there is a need to balance student loads among schools for efficient use of facilities or when it is determined to be in the best interest of the students involved. In considering attendance area changes, the best interests of all students in the District shall take precedence over the convenience or interest of students in any one school.

Attendance Zone Decision Principles

The following principles shall be among the factors considered in making attendance area changes where feasible:

1. Work toward common feeder patterns throughout the District.
2. Attempt to assign entire neighborhoods to the same school(s).
3. Consider students' proximity to campuses and promote safe and reasonable walking zones to encourage healthier students.
4. Utilize projected student enrollment and capacity as principle measures of determining efficient use of educational facilities.

4.5. Consider the purposes of establishing attendance zones as listed in this policy.

Attendance Zone Committee

~~The Board may take action regarding attendance zones without empaneling a committee or the Board may appoint a committee comprised of District parents, staff, or community members to study new attendance zone recommendations.~~

**Attendance Zone
Development
Process**

~~If the Board chooses to empanel an attendance zone committee prior to making boundary changes, each of the seven Board members shall appoint an equal number of individuals to serve on the committee.~~

~~The committee shall select a spokesperson to present information to the Board on behalf of the committee. The spokesperson may be selected at any time after the second meeting of the committee.~~

~~All attendance zone recommendations shall be considered using the attendance zone decision principles in this policy.~~

The Board may take action regarding attendance zones at its discretion. The following attendance zone development guidelines are codified in policy for convenience, but are not required:

1. If no students, or a number fewer than 10, live in a territory, the Board may take action to change a territory's attendance zones without any further process steps.~~the Board empanels an attendance zone committee, the following process provisions apply:~~
2. If more than 10 students live in a territory being considered for attendance zone changes, the following process steps are recommended:
 - a. The Board shall take action declaring its intent to begin a rezoning process.
 - b. District administration under the guidance of the district's demographer shall develop a minimum of two possible attendance zone maps, including demographic and other pertinent information for the ~~attendance zone committee's~~Board's consideration.
 - c. An announcement that the Board is seeking public input regarding proposed attendance zone changes at public forums and through written and digital feedback shall be publicized through available media and District communication resources. This policy does not require the District to purchase an advertisement for the purposes of soliciting public input. Principals of the schools affected shall assist in notifying area patrons.
 - d. The Board shall conduct at least two public forums to gather input regarding the proposed map recommendations prior to making decisions.

1. —

**Attendance Zone
Approval Process**

- ~~2.— Committee members shall study the maps and information and seek clarification of any questions they may have before developing a recommendation to provide the Board. The administration shall assist the committee in receiving written public input and communicating information regarding the development of a recommendation.~~
- ~~3.— The Board shall conduct at least two public forums to gather input regarding the committee recommendation. The forums shall be conducted at sites convenient to the patrons affected by the proposed changes.~~
- ~~4.— An announcement that the District is seeking public input regarding proposed attendance zone changes at public forums shall be publicized through available media and District communication resources. This policy does not require the District to purchase an advertisement for the purposes of soliciting public input. Principals of the schools affected shall assist in notifying area patrons.~~

Following study and discussion of the ~~attendance zone committee map~~ recommendations, ~~if applicable~~; consideration of feedback garnered from public forums, if applicable; consideration of any written feedback or comments, if applicable; and deliberation of any recommendations from the Superintendent, the Board shall take appropriate action with respect to the establishment of school attendance boundaries.

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

Date: June 24, 2024

Agenda Item: M.16

Board Goal: Community Relations

Subject: Second Reading and possible adoption of the proposed addition of Local Policy GBBA - News Media Relations

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
GBBA (Local)

C. Goal or Need Addressed:

Relationships with the news media and greater community.

D. Summary:

This adoption would be a new local policy for Hays CISD, modeled after other districts that have a similar policy in place. The attached Hays CISD policy is a blend of language from other district, with additional language created by the Chief Communication Officer based on expertise with media relations. The policy would codify the district's current practices and philosophy so that the district's news media engagement process is enshrined in writing for members of the media and Hays CISD employees.

E. Administrative Recommendation:

It is the recommendation of administration to adopt the new policy following a second reading on June 24, 2024.

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

Budget Bond Grant/Special Funds Other

G. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the revisions to local policy GBBA, as presented.

SCHOOL COMMUNICATIONS PROGRAM
NEWS MEDIA RELATIONS

GBBA
(LOCAL)

The Board recognizes the role of the news media in informing the public concerning the District, which belongs to the public. Effective communication ensures citizen involvement and understanding.

The District seeks to encourage a positive relationship with the news media as part of a larger process of engagement with the public in conveying the District's mission, goals, and values. Therefore, it is essential for news media representatives to receive accurate, timely, and complete information.

The welfare of students, the integrity of the educational day, and transparent governmental operations while maintaining compliance with applicable laws governing student and employee information shall be the guiding influences in all decisions related to news media cooperation. Maintaining a safe and undisturbed environment on each campus, especially in the classroom, is imperative for learning.

The official spokesperson for the District shall be the Superintendent, Chief Communication Officer, or designee. The Board President shall be designated as the spokesperson for the Board. Individual Board members shall not speak on behalf of the entire Board unless designated by a majority of the Board to do so.

NEWS MEDIA
REQUESTS

All news media requests for District or campus information, interviews, comments, photographs, video, or statements shall be directed to the Chief Communication Officer, or designee.

SPORTS MEDIA
REQUESTS

Sports media requests for the limited purposes of covering games, competitions, and sports team feature stories may be directed to the Athletic Director, District Stadium Manager, Chief Communication Officer, or designee.

NEWS RELEASES

Official news releases and statements from the District or individual campuses shall be prepared and disseminated by the communications department.

COMMUNICATIONS
DURING A CRISIS

In any crisis situation affecting the District or an individual campus, the Superintendent, Chief Communication Officer, Chief Safety and Security Officer, or designee shall be the official District spokesperson and shall be responsible for all communication with the news media.

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

Date: June 24, 2024

Agenda Item: M.17

Board Goal: Community Relations

Subject: Second Reading and possible adoption of TASB Policy Update 123 Affecting Local Policies

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

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

C. Goal or Need Addressed:

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

D. Summary:

Previous board action relating to this item – TASB Update 123 was presented for First Reading at the June 17, 2024 Board meeting.

Future action anticipated –

Background information – Update 123 focuses on updating (LEGAL) policies that were affected by changes in administrative rule and commissioner of education rulings. Several (LOCAL) policy revisions to local policies listed below, are provided by TASB and reflect the changes in law or administrative rules for organizational and restructuring purposes:

- BBD (Local) – Board Members: Training and Orientation
- BBFA (Local) – Ethics: Conflict of Interest Disclosures
- CCGB (Local) – Ad Valorem Taxes: Economic Development
- CKC (Local) – Safety Program / Risk Management: Emergency Plans
- CKEC (Local) – Security Personnel: School Resource Officers
- CQC (Local) – Technology Resources: Equipment – **ADD POLICY**
- DCE (Local) – Employment Practices: Other Types of Contracts
- DGBA (Local) – Personnel-Management Relations: Employee Complaints / Grievances
- EEH (Local) – Instructional Arrangements: Homebound Instruction
- EF (Local) – Instructional Resources – **DELETE POLICY**
- EFA (Local) – Instructional Resources: Instructional Materials – **ADD POLICY**
- EFB (Local) – Instructional Resources: Library Materials – **ADD POLICY**
- FNG (Local) – Student Rights and Responsibilities: Student and Parent Complaints / Grievances
- GF (Local) – Public Complaints

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

Administration recommends approval of the numbered policy update.

G. Suggested Motion

I move that the Hays CISD Board of Trustees adopt TASB Policy Update 123, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 24, 2024

Agenda Item: M.18

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible adoption of the General Fund, Debt Service Fund, and Food Service Fund budgets and approval of the budget for additional accelerated instruction pursuant to HB 5 requirements for the 2024-2045 School Year

Administrator Responsible/Position: Randy Rau, Chief Financial Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Summary:

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

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

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

D. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Budget Workshop

E. Administrative Recommendation:

Administration recommends approval of the 2024-2025 General Fund (*inclusive of accelerated instruction allocation pursuant to Texas Education Code Section 29.081, b-1*), Debt Service Fund, and Food service Fund budgets.

F. Fiscal Impact and Cost: Amount: Attached

Budget Bond Grant/Special Funds Other

G. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the General Fund, Debt Service Fund, and Food Service Fund budgets and approval of the budget for additional accelerated instruction pursuant to HB 5 requirements for the 2024-2045 School Year, as presented.

Hays Consolidated Independent School District

Proposed Annual Budget

For the Fiscal Year Ending June 30, 2025





Hays Consolidated Independent School District
Proposed Annual Budget - Summary
for the Fiscal Year Ending June 30, 2025

| DESCRIPTION | 2024-2025 Proposed General Fund Budget | 2024-2025 Proposed Food Service Budget | 2024-2025 Proposed Debt Service Budget | 2024-2025 Proposed Budget | 2024-2025 Percentage |
|---|---|---|---|---------------------------------|-------------------------|
| LOCAL SOURCES | \$ 129,549,983 | \$ 3,896,614 | \$ 91,665,372 | \$ 225,111,969 | 66.99% |
| STATE SOURCES | \$ 99,650,961 | \$ 54,662 | \$ - | \$ 99,705,623 | 29.67% |
| FEDERAL SOURCES | \$ 3,050,000 | \$ 8,146,610 | \$ - | \$ 11,196,610 | 3.33% |
| OTHER SOURCES (SELF INSURANCE) | \$ - | \$ - | \$ - | \$ - | 0.00% |
| TOTAL ESTIMATED REVENUE, OTHER SOURCES, & FUND BALANCE | \$ 232,250,944 | \$ 12,097,886 | \$ 91,665,372 | \$ 336,014,202 | 100.00% |
| PAYROLL | \$ 208,341,659 | \$ 4,885,196 | \$ - | \$ 213,226,855 | 62.29% |
| CAMPUS/DEPARTMENT | \$ 30,200,000 | \$ 7,212,690 | \$ 91,665,372 | \$ 129,078,062 | 37.71% |
| TOTAL ESTIMATED EXPENDITURES | \$ 238,541,659 | \$ 12,097,886 | \$ 91,665,372 | \$ 342,304,917 | 100.00% |
| TOTAL BUDGET SURPLUS/(DEFICIT) | \$ (6,290,715) | \$ - | \$ - | \$ (6,290,715) | |

| ESTIMATE OF FUND BALANCE FOR THE FISCAL YEAR ENDING JUNE 30, 2025 | |
|--|----------------------|
| Fund Balance at June 30, 2023(AUDITED) | \$ 47,758,345 |
| <u>ESTIMATED</u> - NET DECREASE IN FUND BALANCE - FOR THE FISCAL YEAR ENDING JUNE 30, 2024 | \$ (17,279,461) |
| <u>ESTIMATED</u> - FUND BALANCE AT JUNE 30, 2024 (UN-AUDITED) | \$ 30,478,884 |
| <u>ESTIMATED</u> USE OF FUND BALANCE FOR 2025 BUDGET | \$ (6,290,715) |
| TOTAL <u>ESTIMATED</u> FUND BALANCE JUNE 30, 2025 | \$ 24,188,169 |
| Board Policy CE (Local): | |
| A financial goal of the District shall be to have a sufficient balance in the general operating fund to be able to maintain fiscal independence in the case of a financial need or crisis. The District's annual target for the fund balance in the general operating fund shall be 25 percent of the total budgeted operating expenditures. | |
| 25% of the Proposed General Fund Budget for the Fiscal Year Ending June 30, 2025 | <u>\$ 59,635,415</u> |



Hays Consolidated Independent School District
PROPOSED ANNUAL BUDGET
for the Fiscal Year Ending June 30, 2025

| | 2024-2025 Proposed General Fund Budget | 2024-2025 Proposed Child Nutrition Budget | 2024-2025 Proposed Debt Service Budget | 2024-2025 Proposed Total Annual Budget | 2024-2025 Compensatory Education Budget(*) |
|---|---|--|---|---|---|
| ESTIMATED REVENUES: | | | | | |
| 5700 - Local Revenue | \$ 129,549,983 | \$ 3,896,614 | \$ 91,665,372 | \$ 225,111,969 | \$ 5,608,323 |
| 5800 - State Revenue | \$ 99,650,961 | \$ 54,662 | \$ - | \$ 99,705,623 | \$ 3,853,381 |
| 5900 - Federal Revenue | \$ 3,050,000 | \$ 8,146,610 | \$ - | \$ 11,196,610 | \$ - |
| 7000 - Other Sources | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Estimated Revenues | \$ 232,250,944 | \$ 12,097,886 | \$ 91,665,372 | \$ 336,014,202 | \$ 9,461,704 |
| EXPENDITURES: | | | | | |
| Function 11 - Instructional Services: | \$ 141,941,084 | \$ - | \$ - | \$ 141,941,084 | \$ 7,493,716 |
| Function 12 - Instructional Resources & Media Services: | \$ 3,219,761 | \$ - | \$ - | \$ 3,219,761 | \$ 169,986 |
| Function 13 - Instructional Staff Development: | \$ 4,494,233 | \$ - | \$ - | \$ 4,494,233 | \$ 237,271 |
| Function 21 - Instructional Administration: | \$ 5,629,237 | \$ - | \$ - | \$ 5,629,237 | \$ 297,193 |
| Function 23 - School Leadership: | \$ 13,554,444 | \$ - | \$ - | \$ 13,554,444 | \$ 715,601 |
| Function 31 - Counseling Services: | \$ 7,781,869 | \$ - | \$ - | \$ 7,781,869 | \$ 410,840 |
| Function 32 - Social Work Services: | \$ 292,617 | \$ - | \$ - | \$ 292,617 | \$ - |
| Function 33 - Health Services: | \$ 2,596,799 | \$ - | \$ - | \$ 2,596,799 | \$ 137,097 |
| Function 34 - Student Transportation: | \$ 11,133,302 | \$ - | \$ - | \$ 11,133,302 | \$ - |
| Function 35 - Food Service | \$ - | \$ 12,097,886 | \$ - | \$ 12,097,886 | \$ - |
| Function 36 - Cocurricular/Extracurricular Activities: | \$ 6,366,704 | \$ - | \$ - | \$ 6,366,704 | \$ - |
| Function 41 - General Administration: | \$ 6,269,173 | \$ - | \$ - | \$ 6,269,173 | \$ - |
| Function 51 - Plant Maintenance & Operations: | \$ 23,373,400 | \$ - | \$ - | \$ 23,373,400 | \$ - |
| Function 52 - Security & Monitoring Services: | \$ 3,967,587 | \$ - | \$ - | \$ 3,967,587 | \$ - |
| Function 53 - Data Processing Services: | \$ 5,824,272 | \$ - | \$ - | \$ 5,824,272 | \$ - |
| Function 61 - Community Service: | \$ 222,177 | \$ - | \$ - | \$ 222,177 | \$ - |
| Function 71 - Debt Service: | \$ - | \$ - | \$ 91,665,372 | \$ 91,665,372 | \$ - |
| Function 93 - Payments to Fiscal Agents: | \$ 375,000 | \$ - | \$ - | \$ 375,000 | \$ - |
| Function 99 - Other Intergovernmental Charges | \$ 1,500,000 | \$ - | \$ - | \$ 1,500,000 | \$ - |
| Total Expenditures | \$ 238,541,659 | \$ 12,097,886 | \$ 91,665,372 | \$ 342,304,917 | \$ 9,461,704 |
| PROPOSED NET CHANGES IN FUND BALANCE | \$ (6,290,715) | \$ - | \$ - | \$ (6,290,715) | \$ - |

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



Hays Consolidated Independent School District
Proposed Annual Budget - Comparison with Prior Year
for the Fiscal Year Ending June 30, 2025

| | 2023-2024 Original Adopted Budget | 2023-2024 Official/ Revised Budget | 2024-2025 Total Proposed Budget | Percent Change to Original Adopted Budget | Percent Change to Official/Revised Budget |
|--|--|---|--|--|--|
| <u>ESTIMATED REVENUES:</u> | | | | | |
| 5700 - Local Revenue | \$ 149,716,543 | \$ 210,925,427 | \$ 225,111,969 | 50.36% | 6.73% |
| 5800 - State Revenue | \$ 70,021,210 | \$ 104,021,040 | \$ 99,705,623 | 42.39% | -4.15% |
| 5900 - Federal Revenue | \$ 102,082,159 | \$ 11,707,125 | \$ 11,196,610 | -89.03% | -4.36% |
| 7000 - Other Sources | \$ - | \$ 130,193 | \$ - | NA | -100.00% |
| Total Estimated Revenues | \$ 321,819,912 | \$ 326,783,785 | \$ 336,014,202 | 4.41% | 4.34% |
| <u>EXPENDITURES:</u> | | | | | |
| Function 11 - Instructional Services | \$ 139,164,522 | \$ 142,640,647 | \$ 141,941,084 | 2.00% | -0.49% |
| Function 12 - Instructional Resources & Media Services | \$ 3,141,880 | \$ 3,142,906 | \$ 3,219,761 | 2.48% | 2.45% |
| Function 13 - Instructional Staff Development | \$ 5,357,821 | \$ 5,370,104 | \$ 4,494,233 | -16.12% | -16.31% |
| Function 21 - Instructional Administration | \$ 6,037,904 | \$ 5,973,472 | \$ 5,629,237 | -6.77% | -5.76% |
| Function 23 - School Leadership | \$ 14,307,483 | \$ 14,292,683 | \$ 13,554,444 | -5.26% | -5.17% |
| Function 31 - Counseling Services | \$ 7,830,684 | \$ 7,832,793 | \$ 7,781,869 | -0.62% | -0.65% |
| Function 32 - Social Work Services | \$ 822,510 | \$ 965,010 | \$ 292,617 | -64.42% | -69.68% |
| Function 33 - Health Services | \$ 2,635,343 | \$ 2,638,493 | \$ 2,596,799 | -1.46% | -1.58% |
| Function 34 - Student Transportation | \$ 11,004,561 | \$ 11,009,604 | \$ 11,133,302 | 1.17% | 1.12% |
| Function 35 - Food Service | \$ 11,133,355 | \$ 11,149,890 | \$ 12,097,886 | 8.66% | 8.50% |
| Function 36 - Cocurricular/Extracurricular Activities | \$ 6,604,577 | \$ 6,888,710 | \$ 6,366,704 | -3.60% | -7.58% |
| Function 41 - General Administration | \$ 6,121,688 | \$ 6,456,942 | \$ 6,269,173 | 2.41% | -2.91% |
| Function 51 - Plant Maintenance & Operations | \$ 22,484,813 | \$ 22,970,556 | \$ 23,373,400 | 3.95% | 1.75% |
| Function 52 - Security & Monitoring Services | \$ 3,699,086 | \$ 3,715,915 | \$ 3,967,587 | 7.26% | 6.77% |
| Function 53 - Data Processing Services | \$ 5,451,042 | \$ 6,110,484 | \$ 5,824,272 | 6.85% | -4.68% |
| Function 61 - Community Service | \$ 227,256 | \$ 226,114 | \$ 222,177 | -2.23% | -1.74% |
| Function 71 - Debt Service | \$ 90,928,009 | \$ 90,928,009 | \$ 91,665,372 | 0.81% | 0.81% |
| Function 81 - Facilities Acquisition & Construction | \$ - | \$ - | \$ - | NA | NA |
| Function 93 - Payments to Fiscal Agents | \$ 292,378 | \$ 292,378 | \$ 375,000 | 28.26% | 28.26% |
| Function 99 - Other Intergovernmental Charges | \$ 1,095,071 | \$ 1,475,071 | \$ 1,500,000 | 36.98% | 1.69% |
| Total Expenditures | \$ 338,339,983 | \$ 344,079,781 | \$ 342,304,917 | 1.17% | -0.52% |
| PROPOSED NET CHANGES IN FUND BALANCE | \$ (16,520,071) | \$ (17,295,996) | \$ (6,290,715) | -61.92% | -63.63% |



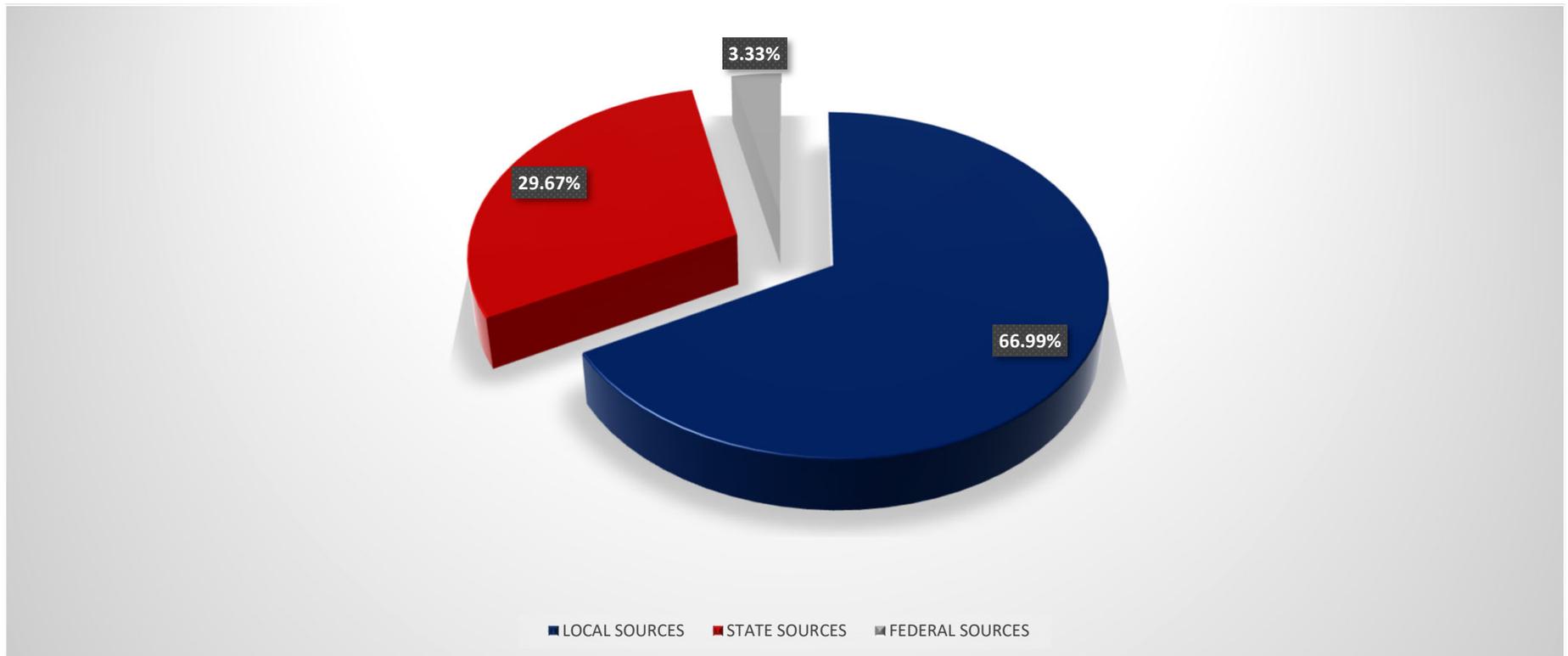
Hays Consolidated Independent School District
Proposed Annual Budget - General Fund,
Child Nutrition, and Debt Service Revenues
for the Fiscal Year Ending June 30, 2025

| | 2024-2025 Proposed General Fund Budget | 2024-2025 Proposed Child Nutrition Budget | 2024-2025 Proposed Debt Service Budget | 2024-2025 Proposed Total Annual Budget |
|---|---|--|---|---|
| ESTIMATED REVENUES: | | | | |
| LOCAL SOURCES (5700): | | | | |
| Property Taxes, Current Year Levy | \$ 124,749,983 | \$ - | \$ 90,915,372 | \$ 215,665,355 |
| Delinquent Taxes, Prior Years Levy | \$ 200,000 | \$ - | \$ 100,000 | \$ 300,000 |
| Penalties, Interest and Other Tax Revenues | \$ 500,000 | \$ - | \$ 250,000 | \$ 750,000 |
| Tuition (Pre-K/Summer School) | \$ 600,000 | \$ - | \$ - | \$ 600,000 |
| Earnings from Investments | \$ 2,000,000 | \$ - | \$ 400,000 | \$ 2,400,000 |
| Facility Rental | \$ 350,000 | \$ - | \$ - | \$ 350,000 |
| Miscellaneous Revenue | \$ 650,000 | \$ - | \$ - | \$ 650,000 |
| Reduced/Full Pay-Student, Adult, AlaCarte Sales | \$ - | \$ 3,896,614 | \$ - | \$ 3,896,614 |
| Cocurricular/Extra-Curricular Activities | \$ 500,000 | \$ - | \$ - | \$ 500,000 |
| TOTAL LOCAL SOURCES (5700) | \$ 129,549,983 | \$ 3,896,614 | \$ 91,665,372 | \$ 225,111,969 |
| STATE SOURCES (5800): | | | | |
| Available School Fund | \$ 8,480,852 | \$ - | \$ - | \$ 8,480,852 |
| Foundation School Program | \$ 77,370,109 | \$ - | \$ - | \$ 77,370,109 |
| Other State Revenue | \$ 1,800,000 | \$ 54,662 | \$ - | \$ 1,854,662 |
| TRS Care-On Behalf Payments | \$ 12,000,000 | \$ - | \$ - | \$ 12,000,000 |
| TOTAL STATE SOURCES (5800) | \$ 99,650,961 | \$ 54,662 | \$ - | \$ 99,705,623 |
| FEDERAL SOURCES (5900): | | | | |
| Federal Revenue | \$ 550,000 | \$ - | \$ - | \$ 550,000 |
| School Breakfast Program | \$ - | \$ 1,737,612 | \$ - | \$ 1,737,612 |
| National School Lunch Program | \$ - | \$ 5,824,818 | \$ - | \$ 5,824,818 |
| National School Lunch Summer Program | \$ - | \$ 33,224 | \$ - | \$ 33,224 |
| USDA Commodities | \$ - | \$ 550,956 | \$ - | \$ 550,956 |
| School Health and Related Services(SHARS) | \$ 2,500,000 | \$ - | \$ - | \$ 2,500,000 |
| TOTAL FEDERAL SOURCES (5900) | \$ 3,050,000 | \$ 8,146,610 | \$ - | \$ 11,196,610 |
| OTHER SOURCES (7900): | | | | |
| Other sources (self insurance) | \$ - | \$ - | \$ - | \$ - |
| TOTAL OTHER SOURCES (7900) | \$ - | \$ - | \$ - | \$ - |
| TOTAL ESTIMATED REVENUE | \$ 232,250,944 | \$ 12,097,886 | \$ 91,665,372 | \$ 336,014,202 |



Hays Consolidated Independent School District
Proposed Annual Budget - General, Child Nutrition and Debt Service Funds
Summary of Total Revenues by Major Source
for the Fiscal Year Ending June 30, 2025

| DESCRIPTION | 2024-2025 Proposed Revenue | 2024-2025 Percentage |
|--------------------------------|-------------------------------|-------------------------|
| LOCAL SOURCES | \$ 225,111,969 | 66.99% |
| STATE SOURCES | \$ 99,705,623 | 29.67% |
| FEDERAL SOURCES | \$ 11,196,610 | 3.33% |
| TOTAL ESTIMATED REVENUE | \$ 336,014,202 | 100.00% |





Hays Consolidated Independent School District
Proposed Annual Budget - Expenditures by Function and Major Object
for the Fiscal Year Ending June 30, 2025

GENERAL OPERATING FUND

| | 6100 | 6200 | 6300 | 6400 | 6500 | 6600 | |
|--|--------------------------|---|-------------------------------------|--------------------------------------|-------------------------|---------------------------|-----------------------|
| | Payroll Costs | Professional & Contracted Services | Supplies & Materials | Other Operating Costs | Debt Service | Capital Outlay | Total |
| <u>APPROPRIATIONS(Expenditures):</u> | | | | | | | |
| 11 - Instructional Services | \$ 135,688,227 | \$ 1,648,863 | \$ 4,203,482 | \$ 393,300 | \$ - | \$ 7,212 | \$ 141,941,084 |
| 12 - Instructional Resources & Media Svcs | \$ 3,021,783 | \$ 16,337 | \$ 181,641 | \$ - | \$ - | \$ - | \$ 3,219,761 |
| 13 - Instructional Staff Development | \$ 3,859,068 | \$ 74,200 | \$ 271,594 | \$ 289,371 | \$ - | \$ - | \$ 4,494,233 |
| 21 - Instructional Administration | \$ 5,366,129 | \$ 41,750 | \$ 178,744 | \$ 42,614 | \$ - | \$ - | \$ 5,629,237 |
| 23 - School Leadership | \$ 13,202,130 | \$ 28,337 | \$ 202,896 | \$ 121,081 | \$ - | \$ - | \$ 13,554,444 |
| 31 - Counseling Services | \$ 7,691,942 | \$ 40,712 | \$ 36,355 | \$ 12,860 | \$ - | \$ - | \$ 7,781,869 |
| 32 - Social Work Services | \$ 292,617 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 292,617 |
| 33 - Health Services | \$ 2,514,288 | \$ 4,150 | \$ 71,906 | \$ 6,455 | \$ - | \$ - | \$ 2,596,799 |
| 34 - Student Transportation | \$ 9,044,473 | \$ 177,878 | \$ 1,590,951 | \$ 209,000 | \$ - | \$ 111,000 | \$ 11,133,302 |
| 36 - Cocurricular/Extracurricular Activities | \$ 4,202,922 | \$ 539,052 | \$ 624,326 | \$ 961,404 | \$ - | \$ 39,000 | \$ 6,366,704 |
| 41 - General Administration | \$ 5,095,734 | \$ 519,356 | \$ 221,833 | \$ 387,250 | \$ - | \$ 45,000 | \$ 6,269,173 |
| 51 - Plant Maintenance & Operations | \$ 13,412,208 | \$ 6,830,432 | \$ 1,701,736 | \$ 1,120,252 | \$ - | \$ 308,772 | \$ 23,373,400 |
| 52 - Security & Monitoring Services | \$ 1,507,737 | \$ 1,977,850 | \$ 373,400 | \$ 58,600 | \$ - | \$ 50,000 | \$ 3,967,587 |
| 53 - Data Processing Services | \$ 4,607,301 | \$ 422,037 | \$ 648,567 | \$ 78,250 | \$ - | \$ 68,117 | \$ 5,824,272 |
| 61 - Community Service | \$ 214,409 | \$ 918 | \$ 1,800 | \$ 5,050 | \$ - | \$ - | \$ 222,177 |
| 93 - Payments to Fiscal Agents | \$ - | \$ - | \$ - | \$ 375,000 | \$ - | \$ - | \$ 375,000 |
| 99 - Other Intergovernmental Charges | \$ - | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ - | \$ 1,500,000 |
| Total General Fund Expenditures | \$ 209,720,968 | \$ 13,821,872 | \$ 10,309,231 | \$ 4,060,487 | \$ - | \$ 629,101 | \$ 238,541,659 |



Hays Consolidated Independent School District
Proposed Annual Budget - Expenditures by Function and Major Object
for the Fiscal Year Ending June 30, 2025

CHILD NUTRITION FUND

| | 6100 Payroll Costs | 6200 Professional & Contracted Services | 6300 Supplies & Materials | 6400 Other Operating Costs | 6500 Debt Service | 6600 Capital Outlay | Total |
|---|--------------------------|--|---------------------------------|-------------------------------------|-------------------------|---------------------------|----------------------|
| <u>APPROPRIATIONS(Expenditures):</u> | | | | | | | |
| 35 - Food Service | \$ 4,885,196 | \$ 4,937,234 | \$ 756,456 | \$ 19,000 | \$ - | \$ 1,500,000 | \$ 12,097,886 |
| Total Food Service Expenditures | \$ 4,885,196 | \$ 4,937,234 | \$ 756,456 | \$ 19,000 | \$ - | \$ 1,500,000 | \$ 12,097,886 |

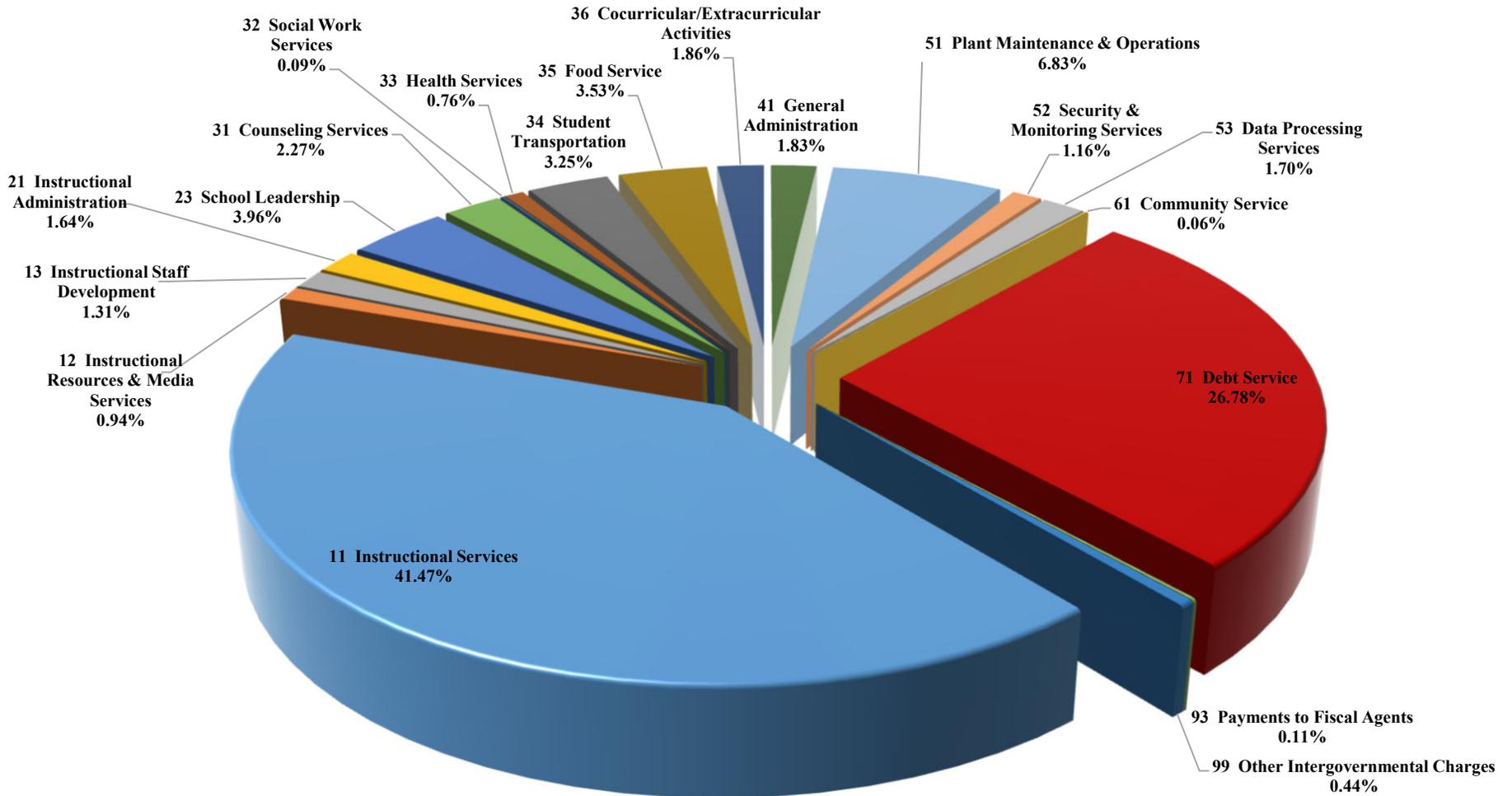
DEBT SERVICE FUND

| | 6100 Payroll Costs | 6200 Professional & Contracted Services | 6300 Supplies & Materials | 6400 Other Operating Costs | 6500 Debt Service | 6600 Capital Outlay | Total |
|---|--------------------------|--|---------------------------------|-------------------------------------|-------------------------|---------------------------|----------------------|
| <u>APPROPRIATIONS(Expenditures):</u> | | | | | | | |
| 71 - Debt Service (Principal) | \$ - | \$ - | \$ - | \$ - | \$ 54,215,379 | \$ - | \$ 54,215,379 |
| 71 - Debt Service (Interest) | \$ - | \$ - | \$ - | \$ - | \$ 37,399,993 | \$ - | \$ 37,399,993 |
| 71 - Debt Service (Fees) | \$ - | \$ - | \$ - | \$ - | \$ 50,000 | \$ - | \$ 50,000 |
| Total Debt Service Expenditures | \$ - | \$ - | \$ - | \$ - | \$ 91,665,372 | \$ - | \$ 91,665,372 |

| | | | | | | | |
|------------------------------------|-----------------------|----------------------|----------------------|---------------------|----------------------|---------------------|-----------------------|
| Total Proposed Expenditures | \$ 214,606,164 | \$ 18,759,106 | \$ 11,065,687 | \$ 4,079,487 | \$ 91,665,372 | \$ 2,129,101 | \$ 342,304,917 |
|------------------------------------|-----------------------|----------------------|----------------------|---------------------|----------------------|---------------------|-----------------------|

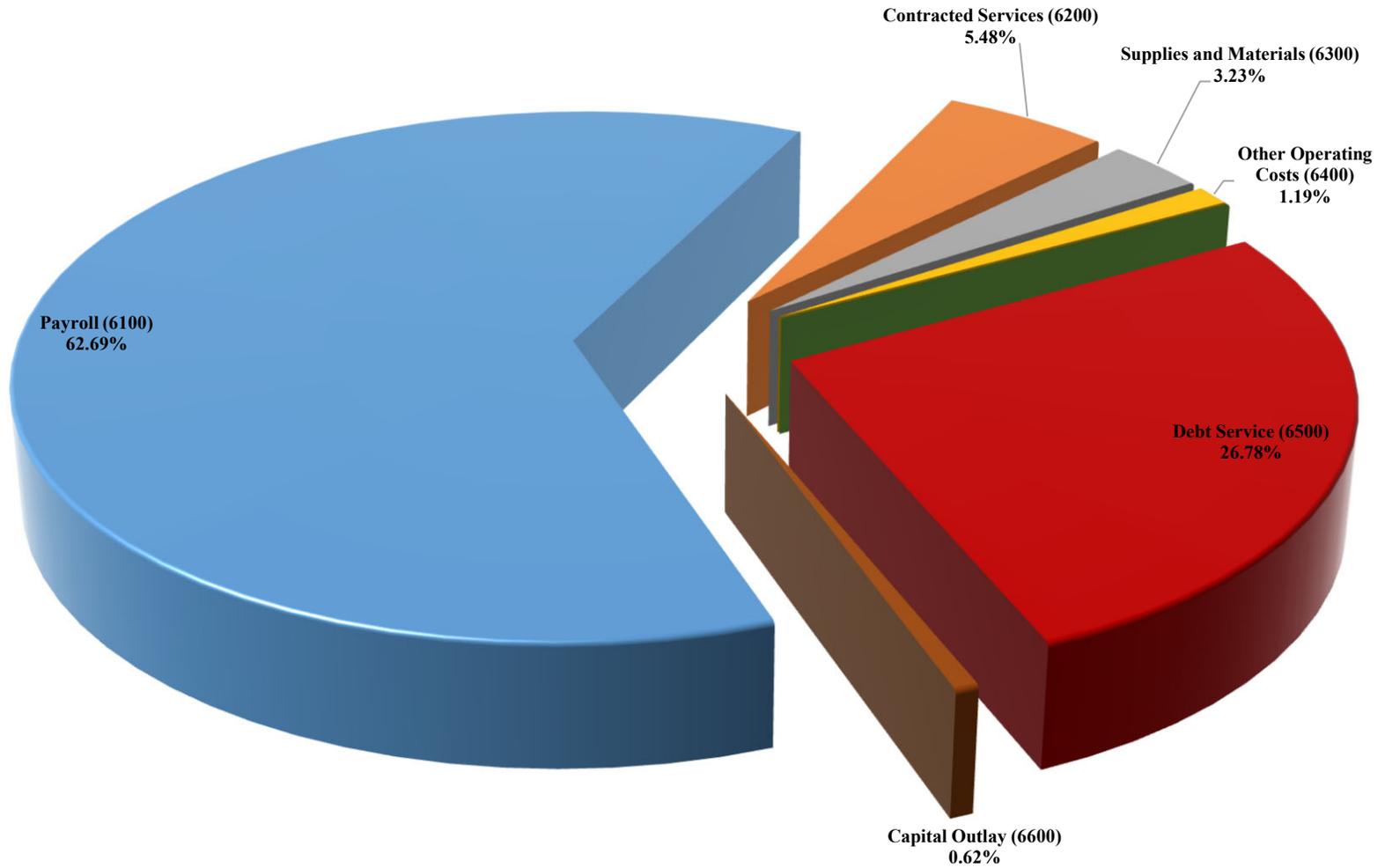


Hays Consolidated Independent School District
Proposed Annual Budget - Expenditure by Function
for the Fiscal Year Ending June 30, 2025



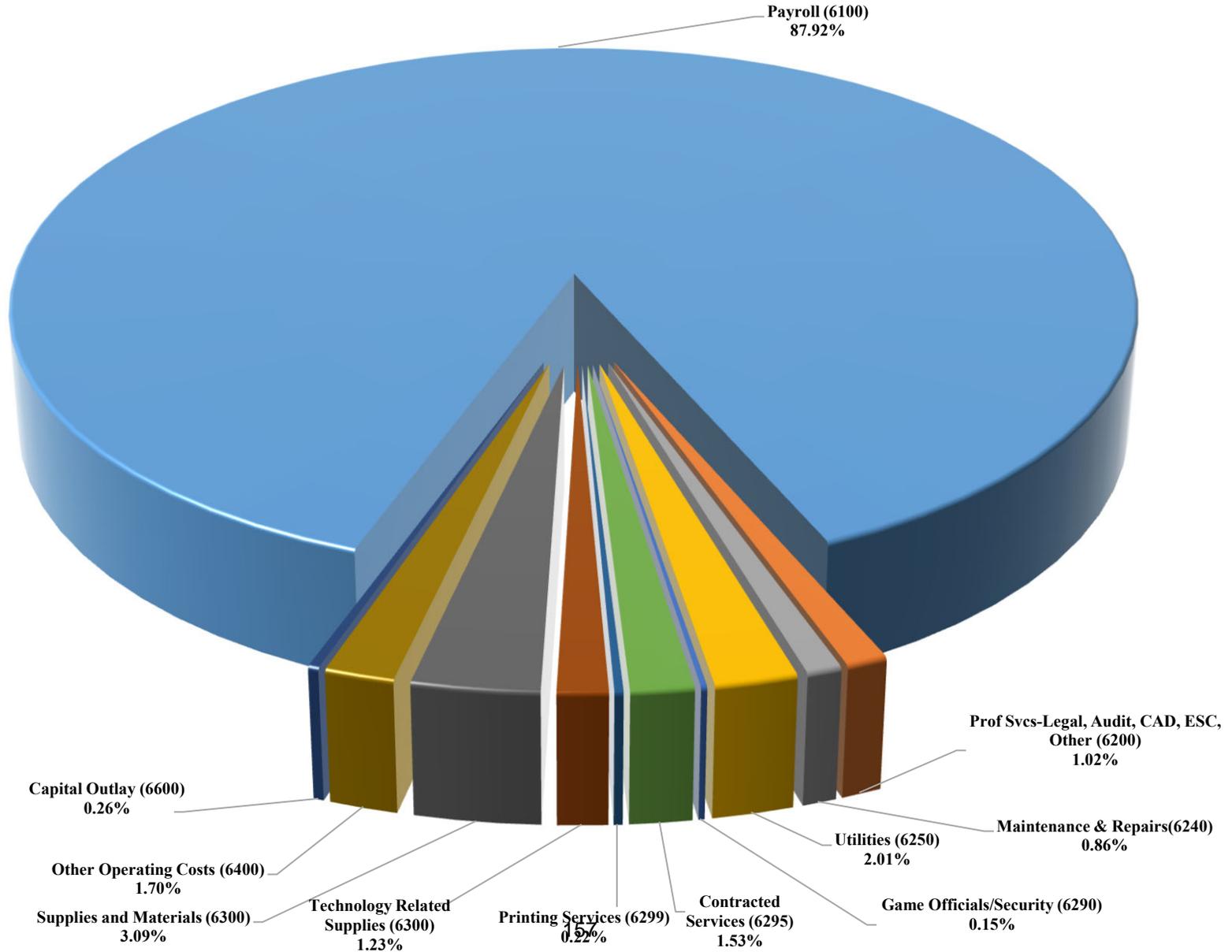


Hays Consolidated Independent School District
Proposed Annual Budget - Expenditures by Major Object
for the Fiscal Year Ending June 30, 2025





Hays Consolidated Independent School District
Proposed Annual Budget - Expenditures by Major Object - General Fund ONLY
for the Fiscal Year Ending June 30, 2025





Hays Consolidated Independent School District
Additional Resources - Federal Grants
for the Fiscal Year Ending June 30, 2025

| | 2024-2025 Title I, Part A ESSA Budget | 2024-2025 Title II, Part A ESSA Budget | 2024-2025 Title III, Part A ELA Budget | 2024-2025 Title III, Part A Immigrant Budget | 2024-2025 Title IV Part A Budget | 2024-2025 IDEA-Part B Formula Budget | 2024-2025 IDEA-Part B Preschool Budget | 2024-2025 Career & Tech Basic Grant Budget | 2024-2025 Total Federal Funds Budget |
|--|--|---|---|---|---|---|---|---|---|
| ESTIMATED REVENUES: | | | | | | | | | |
| 5700 - Local Revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5800 - State Revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5900 - Federal Revenue | \$ 2,635,537 | \$ 425,004 | \$ 447,920 | \$ 30,558 | \$ 184,312 | \$ 3,624,877 | \$ 44,400 | \$ 142,083 | \$ 7,534,691 |
| Total Revenue | \$ 2,635,537 | \$ 425,004 | \$ 447,920 | \$ 30,558 | \$ 184,312 | \$ 3,624,877 | \$ 44,400 | \$ 142,083 | \$ 7,534,691 |
| EXPENDITURES: | | | | | | | | | |
| Payroll Costs (6100) | \$ 1,665,537 | \$ 325,000 | \$ 410,177 | \$ 30,558 | \$ 136,000 | \$ 3,554,877 | \$ 38,000 | \$ 95,000 | \$ 6,255,149 |
| Professional & Contracted Services (6200) | \$ 450,000 | \$ 90,004 | \$ - | \$ - | \$ 11,000 | \$ 60,000 | \$ 1,200 | \$ - | \$ 612,204 |
| Supplies and Materials (6300) | \$ 350,000 | \$ - | \$ 35,743 | \$ - | \$ 32,056 | \$ 5,000 | \$ 1,500 | \$ 37,083 | \$ 461,382 |
| Other Operating Costs (6400) | \$ 170,000 | \$ 10,000 | \$ 2,000 | \$ - | \$ - | \$ 5,000 | \$ 3,700 | \$ 10,000 | \$ 200,700 |
| Capital Outlays (6600) | \$ - | \$ - | \$ - | \$ - | \$ 5,256 | \$ - | \$ - | \$ - | \$ 5,256 |
| Total Expenditures | \$ 2,635,537 | \$ 425,004 | \$ 447,920 | \$ 30,558 | \$ 184,312 | \$ 3,624,877 | \$ 44,400 | \$ 142,083 | \$ 7,534,691 |
| NET CHANGES IN FUND | | | | | | | | | |
| BALANCE | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

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

Date: June 24, 2024

Agenda Item: M.19

Board Goal: Board/Staff/Community Relations

Subject: Consideration and possible adoption of the Compensation Plan for the 2024-2025 School Year

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

- A. Purpose of Agenda Item:**
 Action needed Information only Receive input
- B. Authority for This Action:**
 Legal and Local Policy DEA/DEAA/DEAB Law or Rule N/A
- C. Goal or Need Addressed:**
Consideration and possible approval of Hays CISD Employee Compensation Plan for the 2023-2024 school year.
- D. Summary:**
 Previous board action relating to this item -
 Future action anticipated -
 Background information – The Board of Trustees has been provided with a side-by-side comparison of changes made to the compensation plan.
- E. Comments Received:**
 Cabinet DLT FBOC Teacher Org. Reps. Other
- F. Administrative Recommendation:**
Administration recommends adoption of the compensation plan, as presented.
- G. Fiscal Impact and Cost: Amount: See 2024-2025 Proposed Budget**
 Budget Bond Grant/Special Funds Other
- H. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Christina Courson, Chief Human Resources Officer
Evaluation method and time line –
Next report to the board -
- I. Suggested Motion:**
I move that the Hays CISD Board of Trustees approve the Hays CISD Employee Compensation Plan for the 2024-2025 school year, as presented.



2024-2025

HAYS CISD COMPENSATION PLAN

Compensation Plan Change Key

| |
|-------------------------|
| Title Change |
| Reclassification/Change |
| New Position |
| Change in Workdays |
| Correction |

Hays Consolidated Independent School District
2024-2025 Teacher, Librarian, and Nurse Hiring Schedule
for the Fiscal Year Ending June 30, 2025

Teacher, Librarian, Nurse, ARD Facilitator, Athletic Trainer, Instructional Coach, Digital Learning Coach, Intervention Teacher, JROTC Instructor, Color Guard Teacher, RDSPD Parent Advisor, SE Transition Specialist, IB Coordinator, Testing Coordinator

1.00%

Updated 6/24/2024

| <u>Years of Experience</u> | <u>Daily Rate</u> | <u>Annual Salary (187 days)</u> |
|----------------------------|-------------------|---------------------------------|
| 0 | \$53,265 | \$284.8396 |
| 1 | \$54,867 | \$293.4064 |
| 2 | \$56,633 | \$302.8503 |
| 3 | \$57,583 | \$307.9305 |
| 4 | \$58,864 | \$314.7807 |
| 5 | \$60,597 | \$324.0481 |
| 6 | \$61,147 | \$326.9893 |
| 7 | \$61,647 | \$329.6631 |
| 8 | \$62,147 | \$332.3369 |
| 9 | \$62,647 | \$335.0107 |
| 10 | \$63,767 | \$341.0000 |
| 11 | \$64,197 | \$343.2995 |
| 12 | \$64,727 | \$346.1337 |
| 13 | \$65,257 | \$348.9679 |
| 14 | \$65,787 | \$351.8021 |
| 15 | \$66,317 | \$354.6364 |
| 16 | \$66,907 | \$357.7914 |
| 17 | \$67,447 | \$360.6791 |
| 18 | \$67,987 | \$363.5668 |
| 19 | \$68,527 | \$366.4545 |
| 20 | \$69,067 | \$369.3422 |
| 21 | \$69,657 | \$372.4973 |
| 22 | \$70,147 | \$375.1176 |
| 23 | \$70,637 | \$377.7380 |
| 24 | \$71,127 | \$380.3583 |
| 25 | \$71,617 | \$382.9786 |
| 26 | \$72,147 | \$385.8128 |
| 27 | \$72,627 | \$388.3797 |
| 28 | \$73,107 | \$390.9465 |
| 29 | \$73,587 | \$393.5134 |
| 30 | \$74,067 | \$396.0802 |

Stipends

\$2,000 Master's Degree
 \$4,500 Doctorate Degree

- *The stipends listed above apply to employees who are paid according to the Teacher, Librarian, and Nurse Hiring Schedule.*
- *These salary steps are for the current school year only and do not represent future salaries for returning Teachers in subsequent years. Salary advancement for current employees is based on the annual pay raise budget approved by the Board of Trustees.*
- *For any funds received by Hays CISD for a designated teacher under the Teacher Incentive Allotment (TIA), ninety percent, less the TRS deduction (both employee and district), and any other applicable payroll taxes or deductions, will be paid to the designated teacher. The remaining ten percent will be used for training, support, expansion of the system, and professional development. Should the district receive funding for a designated teacher who has resigned or retired, the district will forward payment to the resigned or retired teacher as soon as practicable.*

**Hays Consolidated Independent School District 2024-2025 Counselor
Hiring Schedule ~~for the Fiscal Year Ending June 30, 2025~~**

Counselor and Mental Health Professional

1.00%

Updated 6/24/2024

| <u>Years of Experience</u> | <u>Daily Rate</u> | <u>192 Day</u> | <u>204 Day</u> | <u>210 Day</u> | <u>215 Day</u> |
|----------------------------|-------------------|------------------------|------------------------|------------------------|------------------------|
| | <u>187 Days</u> | <u>Salary Schedule</u> | <u>Salary Schedule</u> | <u>Salary Schedule</u> | <u>Salary Schedule</u> |
| 0 | \$303.5615 | \$58,284 | \$61,927 | \$63,748 | \$65,266 |
| 1 | \$312.1230 | \$59,928 | \$63,673 | \$65,546 | \$67,106 |
| 2 | \$321.5668 | \$61,741 | \$65,600 | \$67,529 | \$69,137 |
| 3 | \$326.6471 | \$62,716 | \$66,636 | \$68,596 | \$70,229 |
| 4 | \$333.4973 | \$64,031 | \$68,033 | \$70,034 | \$71,702 |
| 5 | \$342.7647 | \$65,811 | \$69,924 | \$71,981 | \$73,694 |
| 6 | \$345.7059 | \$66,376 | \$70,524 | \$72,598 | \$74,327 |
| 7 | \$348.3796 | \$66,889 | \$71,069 | \$73,160 | \$74,902 |
| 8 | \$351.0535 | \$67,402 | \$71,615 | \$73,721 | \$75,477 |
| 9 | \$353.7273 | \$67,916 | \$72,160 | \$74,283 | \$76,051 |
| 10 | \$359.7166 | \$69,066 | \$73,382 | \$75,540 | \$77,339 |
| 11 | \$362.0160 | \$69,507 | \$73,851 | \$76,023 | \$77,833 |
| 12 | \$364.8503 | \$70,051 | \$74,429 | \$76,619 | \$78,443 |
| 13 | \$367.6845 | \$70,595 | \$75,008 | \$77,214 | \$79,052 |
| 14 | \$370.5188 | \$71,140 | \$75,586 | \$77,809 | \$79,662 |
| 15 | \$373.3529 | \$71,684 | \$76,164 | \$78,404 | \$80,271 |
| 16 | \$376.5081 | \$72,290 | \$76,808 | \$79,067 | \$80,949 |
| 17 | \$379.3958 | \$72,844 | \$77,397 | \$79,673 | \$81,570 |
| 18 | \$382.2835 | \$73,398 | \$77,986 | \$80,280 | \$82,191 |
| 19 | \$385.1712 | \$73,953 | \$78,575 | \$80,886 | \$82,812 |
| 20 | \$388.0589 | \$74,507 | \$79,164 | \$81,492 | \$83,433 |
| 21 | \$391.2139 | \$75,113 | \$79,808 | \$82,155 | \$84,111 |
| 22 | \$393.8343 | \$75,616 | \$80,342 | \$82,705 | \$84,674 |
| 23 | \$396.4545 | \$76,119 | \$80,877 | \$83,255 | \$85,238 |
| 24 | \$399.0749 | \$76,622 | \$81,411 | \$83,806 | \$85,801 |
| 25 | \$401.6952 | \$77,125 | \$81,946 | \$84,356 | \$86,364 |
| 26 | \$404.5294 | \$77,670 | \$82,524 | \$84,951 | \$86,974 |
| 27 | \$407.0962 | \$78,162 | \$83,048 | \$85,490 | \$87,526 |
| 28 | \$409.6631 | \$78,655 | \$83,571 | \$86,029 | \$88,078 |
| 29 | \$412.2299 | \$79,148 | \$84,095 | \$86,568 | \$88,629 |
| 30 | \$414.7968 | \$79,641 | \$84,619 | \$87,107 | \$89,181 |

Stipend

\$4,500 Doctorate Degree

The stipend listed above applies to employees who are paid according to the Counselor Hiring Schedule.

**Hays Consolidated Independent School District
Academic / Professional Compensation Plan
for the Fiscal Year ending June 30, 2025**

With the district's move to a new ERP system, the district took the opportunity to renumber pay grades, eliminating pay grades that were empty and no longer in use. Pay grades have new number assignments; however, the actual pay minimums, midpoints, and maximums remain the same.

Updated 6/24/2024

| Pay Grade 1 | | | | | 0.00% |
|--------------------|----------------------------------|-----------------|--------------------------|---------------|--|
| | Minimum | Midpoint | Maximum | MPI | |
| Daily | \$266.22 | \$321.77 | \$377.31 | \$0.00 | |
| 187 | 49,783 | 60,171 | 70,557 | 0 | |
| | SE Certified Interpreter** (187) | | SE COTA (187) | | SE Speech Language Pathologist Asst. (187) |

** 2 years experience granted for each approved interpreter certification level held by candidate.
Maximum additional years = 6; Levels: Basic, Advanced and Master

~~Pay Grade 2 - No positions currently exist within this pay grade.~~

| Pay Grade 3-2 | | | | | 0.00% |
|----------------------|-----------------------|-----------------|-------------------------------|---------------|--------------|
| | Minimum | Midpoint | Maximum | MPI | |
| Daily | \$295.16 | \$359.95 | \$424.76 | \$0.00 | |
| 204 | 60,213 | 73,430 | 86,651 | 0 | |
| 210 | 61,984 | 75,590 | 89,200 | 0 | |
| | MTSS Specialist (204) | | Multilingual Translator (210) | | |

| Pay Grade 4-3 | | | | | 0.00% |
|----------------------|--|--|--|---------------|--------------|
| | Minimum | Midpoint | Maximum | MPI | |
| Daily | \$318.82 | \$388.76 | \$458.69 | \$0.00 | |
| 187 | 59,619 | 72,698 | 85,775 | 0 | |
| 197 | 62,808 | 76,586 | 90,362 | 0 | |
| 204 | 65,039 | 79,307 | 93,573 | 0 | |
| 210 | 66,952 | 81,640 | 96,325 | 0 | |
| 226 | 72,053 | 87,860 | 103,664 | 0 | |
| | Asst. Principal, Elementary (204) | District Assessment Coordinator (226) | SE Diagnostician (187) | | |
| | SE Assistive Tech (187) | SE Behavior Specialist (187) | SE Licensed Specialist School Psychology (187) | | |
| | SE Low Incidence Specialist (197) | SE Licensed Physical Therapist (187) | SE Therapist - Occupational (187) | | |
| | SE Speech Language Pathologist (187) | SE Therapist - Music (187) | Secondary Sheltered Instr/ESL Spec. (210/226) | | |
| | SE Orientation & Mobility Specialist (187) | Elementary Sheltered Instr/ESL Spec. (226) | New Teacher Specialist (210/226) | | |
| | Audiologist (187) | Literacy Specialist (226) | Campus Support Specialist (210) | | |

| Pay Grade 5-4 | | | | | 0.00% |
|----------------------|---|--|--|---------------|--------------|
| | Minimum | Midpoint | Maximum | MPI | |
| Daily | \$344.29 | \$419.87 | \$495.44 | \$0.00 | |
| 210 | 72,301 | 88,173 | 104,042 | 0 | |
| 215 | 74,022 | 90,272 | 106,520 | 0 | |
| 226 | 77,810 | 94,891 | 111,969 | 0 | |
| | Assistant Director of Human Resources (226) | Assistant Principal, Impact/Live Oak (210) | Assistant Principal, Middle School (210) | | |
| | Coordinator, CTE (226) | Coordinator, CTE Tech Support (226) | Coordinator, CTE & CCMR (226) | | |
| | Coordinator, Early Intervention (226) | Coordinator, ELAR Elementary (226) | Coordinator, ELAR Secondary (226) | | |
| | Coordinator, GT (226) | Coordinator, LPAC & TELPAS (226) | Coordinator, Math Elementary (226) | | |
| | Coordinator, Math Secondary (226) | Coordinator, PEP (226) | Coordinator, Pysch Services (210) | | |
| | Coordinator, Secondary Science (226) | Coordinator, Social Studies (PK-12) (226) | Coordinator, STEM (226) | | |
| | Coordinator, SE Auditory Impairment (210) | Coordinator, SE Behavior Services (210) | Coordinator, SE Early Childhood (210) | | |
| | Coordinator, SE Instruction (210/215) | Coordinator, SE Motor Team (210) | Coordinator, SE Speech Services (210) | | |
| | Coord, SE Transition & Sec. Support (210) | Coordinator, SE Software & Medicaid (210) | Academic Coordinator/Dean MS (210) | | |

| Pay Grade 6-5 | | | | | 0.00% |
|----------------------|---|---|------------------------------|---------------|--------------|
| | Minimum | Midpoint | Maximum | MPI | |
| Daily | \$371.82 | \$453.45 | \$535.09 | \$0.00 | |
| 215 | 79,941 | 97,492 | 115,044 | 0 | |
| 226 | 84,031 | 102,480 | 120,930 | 0 | |
| | Academic Dean (226) | Assistant Principal, Lead High School (226) | Coordinator, Athletics (226) | | |
| | Assistant Principal, High School (215) | Director, Professional Development (226) | | | |
| | Director, Band (Head-High School) (226) | Assistant Director, Fine Arts (226) | | | |

**Hays Consolidated Independent School District
Academic / Professional Compensation Plan
for the Fiscal Year ending June 30, 2025**

| Pay Grade 7-6 | | | | | 0.00% |
|----------------------|---|---|---|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 90,759 | 110,681 | 130,601 | 0 | 0 |
| 230 | 92,366 | 112,640 | 132,912 | 0 | 0 |
| | Assistant Director, Athletics (226) Director, Assessment/Accountability (226) Director, Digital Learning (226) Director, Multilingual/LOTE (226) Principal, Elementary School (226) | Director, Career Technical Education (226) Director, Federal Programs (226) Director, SPED (226) Director of Human Resources (226) Director, Advanced Academics (226) | Director, CCR & Counseling (226) Director, Fine Arts (226) Director, Student Info Svcs (SIS) (230) Director, Professional Development (226) | | |

| Pay Grade 8-7 | | | | | 0.00% |
|----------------------|---|--|---------------------------------|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 99,831 | 121,746 | 143,659 | 0 | 0 |
| | Director, Student Services (226) Principal, IMPACT Center (226) Principal, Live Oak Academy (226) | Director, Academic Support (226) Executive Officer of C & I (226) Principal, Middle School (226) | Executive Officer of SPED (226) | | |

| Pay Grade 9-8 | | | | | 0.00% |
|----------------------|---------------------------|------------------------------|----------------|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 109,813 | 133,923 | 158,103 | 0 | 0 |
| | Director, Athletics (226) | Principal, High School (226) | | | |

| Pay Grade 10-9 | | | | | 0.00% |
|-----------------------|-------------------------------|-------------------------------------|----------------|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 136,601 | 160,709 | 184,814 | 0 | 0 |
| | Deputy Academic Officer (226) | Deputy Human Resource Officer (226) | | | |

| Pay Grade 11-10 | | | | | 0.00% |
|------------------------|---|---|---|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 163,120 | 191,903 | 220,687 | 0 | 0 |
| | Chief Communication Officer (226) Chief Operations Officer (226) | Chief Financial Officer (226) Chief Technology Officer (226) | Chief Human Resource Officer (226) Chief Safety and Security (226) | | |

| Pay Grade 12-11 | | | | | 0.00% |
|------------------------|--|-----------------|----------------|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 195,741 | 230,283 | 264,822 | 0 | 0 |
| | Deputy Superintendent / Chief Academic Officer (226) | | | | |

Hays Consolidated Independent School District
Business / Professional Compensation Plan
for the Fiscal Year ending June 30, 2025

Updated 6/24/2024

| Pay Grade 1 | | | | | 0.00% |
|-------------|---|--|----------|-----|--------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 230 | \$198.50 | \$242.06 | \$285.64 | | |
| 248 | 45,655 | 55,674 | 65,697 | | 0 |
| | 49,228 | 60,031 | 70,839 | | 0 |
| | SIS Assistant (230) Cabling Technician (248) | Technician I (248) Inventory Specialist (248) | | | |

| Pay Grade 2 | | | | | 0.00% |
|-------------|--|--|--|-----|--------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 210 | \$218.34 | \$266.26 | \$314.19 | | |
| 226 | 45,851 | 55,915 | 65,980 | | 0 |
| 230 | 49,345 | 60,175 | 71,007 | | 0 |
| 248 | 50,218 | 61,240 | 72,264 | | 0 |
| | 54,148 | 66,032 | 77,919 | | 0 |
| | Attendance Intervention Specialist (210) Purchasing Buyer (230) | CN Registered Dietician (226) Technician II / Help Desk (230/248) | Visual Media Specialist (226) Security Systems Technician (248) | | |

| Pay Grade 3 | | | | | 0.00% |
|-------------|--|--|---|-----|--------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | \$251.10 | \$306.20 | \$361.34 | | |
| 230 | 56,749 | 69,201 | 81,663 | | 0 |
| 248 | 57,753 | 70,426 | 83,108 | | 0 |
| | 62,273 | 75,938 | 89,612 | | 0 |
| | Coordinator, Fleet Services (248) Coordinator, Performing Arts Center (226) Coordinator, Visual Media (226) Mobile Device Specialist (248) Coordinator, Transportation (230) Coordinator, MEP (248) | Assistant Tech Specialist (248) Coordinator, SE Tech Services (248) Manager, Print Shop (230) Safety & Security Coordinator (230) Supervisor, Accounts Payable (230) Coordinator, Custodial (248) | MIS Assistant II (230) Transportation Tech Analyst (230) Technician III (248) Software Support Specialist (248) Coordinator, Grounds (248) CN Registered Dietician (226) | | |

| Pay Grade 4 | | | | | 0.00% |
|-------------|--|---|--|-----|--------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 230 | \$276.21 | \$336.85 | \$397.48 | | |
| 248 | 63,528 | 77,476 | 91,420 | | 0 |
| | 68,500 | 83,539 | 98,575 | | 0 |
| | Accountant II (230) Coordinator, HR (230) Security System Administrator (248) Bond Project Manager II (248) | Coordinator, Volunteer & Partnerships (230) Coordinator, Payroll (230) System Administrator (248) Senior Buyer (230) | Coordinator, Digital Materials/Textbooks (248) Coordinator, SIS (230) Data Programmer Analyst I (248) Bond Accountant (248) | | |

| Pay Grade 5 | | | | | 0.00% |
|-------------|--|--|---|-----|--------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 230 | \$303.83 | \$370.53 | \$437.22 | | |
| 248 | 69,881 | 85,222 | 100,561 | | 0 |
| | 75,350 | 91,891 | 108,431 | | 0 |
| | Compensation Administrator (230) Coordinator, Tech Workflow (230) Coordinator, Mobile Device Mgmt. (248) Bond Project Manager III (248) | Cybersecurity Specialist (248) Systems Administrator - VOIP (248) Systems Engineer (248) | Coordinator, PI/Webmaster (230) Network Engineer (248) Data Programmer Analyst II (248) | | |

| Pay Grade 6 | | | | | 0.00% |
|-------------|---|---|---|-----|--------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | \$334.21 | \$407.57 | \$480.97 | | |
| 248 | 75,531 | 92,111 | 108,699 | | 0 |
| | 82,884 | 101,077 | 119,281 | | 0 |
| | Asst Director, Transportation (226) Bond Project Manager II (248) Project Manager Coordinator (248) | Cybersecurity Engineer (248) Director, Grounds/Utilities/IPM (248) | Senior Network Engineer (248) Senior Data Programmer (248) | | |

Hays Consolidated Independent School District
Business / Professional Compensation Plan
for the Fiscal Year ending June 30, 2025

Updated 6/24/2024

| Pay Grade 7 | | | | | 0.00% |
|--------------------|--|--|--|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 83,839 | 102,247 | 120,646 | 0 | |
| 230 | 85,323 | 104,057 | 122,781 | 0 | |
| 248 | 92,001 | 112,200 | 132,390 | 0 | |
| | Director of Accounting (226) Director, MIS (230) Director, Software Services (248) Director of Benefits (226) | Director, Budget (226) Director, Purchasing (226) Director, Tech Admin Support (230) Director, Communications (226) | Director, Desktop Support (248) Director, Tech Security (248) | | |

| Pay Grade 8 | | | | | 0.00% |
|--------------------|---|--|--|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 226 | 98,093 | 119,626 | 141,160 | 0 | |
| 248 | 107,642 | 131,271 | 154,901 | 0 | |
| | Deputy Technology Officer (248) Director, Transportation (226) | Director, Construction & Planning (248) Director, Mech., Electrical, Plumbing (248) | Director, Custodial & Maintenance (248) Director, Student Health Services (226) | | |

| Pay Grade 9 | | | | | 0.00% |
|--------------------|--|-----------------|----------------|------------|---------------|
| Daily | Minimum | Midpoint | Maximum | MPI | \$0.00 |
| 248 | 120,771 | 150,963 | 181,154 | 0 | |
| | Executive Director of Facilities, Construction, and Bond Programs (248) | | | | |

**Hays Consolidated Independent School District
Paraprofessional Compensation Plan
for the Fiscal Year ending June 30, 2025**

With the district's move to a new ERP system, the district took the opportunity to renumber pay grades, eliminating pay grades that were empty and no longer in use. Pay grades have new number assignments; however, the actual pay minimums, midpoints, and maximums remain the same.

Updated 6/24/2024

~~Pay Grade 1—No positions currently exist in this pay grade.~~

~~Pay Grade 2—No positions currently exist in this pay grade.~~

~~Pay Grade 3—No positions currently exist in this pay grade.~~

| Pay Grade 4-1 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------------------|-----|---------------------------------------|----------|---|-----------|
| Daily | Hrs | \$16.00 | \$19.00 | \$22.42 | \$0.00 |
| 187 | 8 | 23,936 | 28,424 | 33,540 | 0 |
| 192 | 8 | 24,576 | 29,184 | 34,437 | 0 |
| 197 | 8 | 25,216 | 29,944 | 35,334 | 0 |
| 204 | 8 | 26,112 | 31,008 | 36,589 | 0 |
| 230 | 8 | 29,440 | 34,960 | 41,253 | 0 |
| Attendance Clerk (ES/MS/HS) (197) | | Receptionist M&O (230) | | Clerk MO (230) | |
| Child Care Provider (ELC) (187) | | Campus Support (187) | | Tardy Monitor (187) | |
| Clerk SE (187) | | Clerk Counselor (204) | | Receptionist - Admin (230) | |
| PEP Caregiver (187) | | Clerk Tech (230) | | Station Clerk (197) | |
| Receptionist (ES) (192) | | Purchasing Assistant (230) | | SE-ARD Facilitator Assistant (187) | |
| Receptionist - Freshman Center (192) | | Receptionist (MS/HS) (197) | | | |

| Pay Grade 5-2 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------------|-----|----------------------------------|----------|----------------------------|-----------|
| Daily | Hrs | \$16.29 | \$19.87 | \$23.45 | \$0.00 |
| 197 | 8 | 25,673 | 31,315 | 36,957 | 0 |
| 204 | 8 | 26,585 | 32,428 | 38,270 | 0 |
| 210 | 8 | 27,367 | 33,382 | 39,396 | 0 |
| 230 | 8 | 29,974 | 36,561 | 43,148 | 0 |
| Child Care Site Director (197) | | Secretary, Attendance (197) | | PEIMS Clerk (MS/HS) (210) | |
| PEIMS Clerk (ES) (204) | | HR Specialist I (230) | | PEIMS Rotation Clerk (210) | |
| PEP Center Director (197) | | | | | |

| Pay Grade 6-3 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|-------------------------------------|-----|---|----------|---|-----------|
| Daily | Hrs | \$17.92 | \$21.86 | \$25.80 | \$0.00 |
| 197 | 8 | 28,242 | 34,451 | 40,661 | 0 |
| 204 | 8 | 29,245 | 35,676 | 42,106 | 0 |
| 210 | 8 | 30,106 | 36,725 | 43,344 | 0 |
| 230 | 8 | 32,973 | 40,222 | 47,472 | 0 |
| Food Service Office Assistant (230) | | PEIMS Clerk/Receptionist (LOA) (210) (230) | | Print Shop Production Operator (204)-(230) | |
| Registrar (HS) (230) | | Secretary, Assistant Principal (MS/HS) (197) | | Secretary, Counselor (210) | |
| Secretary, PAC (230) | | Secretary, SPED (230) | | Shop Clerk (230) | |
| Transportation Clerk (230) | | M&O Clerk/Receptionist (230) | | | |

| Pay Grade PP6I-4 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|---------------------------|-----|---------------------------------|----------|-----------------------------|-----------|
| Daily | Hrs | \$18.00 | \$21.96 | \$25.92 | \$0.00 |
| 187 | 8 | 26,928 | 32,852 | 38,776 | 0 |
| 192 | 8 | 27,648 | 33,731 | 39,813 | 0 |
| Inst Aide I (187) | | Inst Aide II (187) | | Inst Aide III (187) | |
| Inst Aide - CTE (187) | | Inst Aide - ESL (187) | | Inst Aide - PE (187) | |
| Inst Aide - PreK (187) | | Inst Aide - Title I (187) | | Inst Aide - Title III (187) | |
| Library Tech (192) | | Tardy Monitor (187) | | Inst Aide IV (187) | |
| ISS Monitor (MS/HS) (187) | | LPAC Clerk/Parent Liaison (187) | | | |

| Pay Grade PP6S 5 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|------------------------------------|-----|---------------------------------------|----------|--|-----------|
| Daily | Hrs | \$20.00 | \$24.39 | \$28.78 | \$0.00 |
| 187 | 8 | 29,920 | 36,487 | 43,055 | 0 |
| 204 | 8 | 32,640 | 39,804 | 46,969 | 0 |
| 197 | 8 | 31,520 | 38,439 | 45,357 | 0 |
| SE Inst Aide III - Job Coach (187) | | SE Inst Aide - ECSE (187) | | SE Inst Aide - STARS (187) | |
| SE Inst Aide III - Behavior (187) | | SE Inst Aide III (187) | | SE Inst Aide - Specialized (187) | |
| SE Inst Aide - FL-S (187) | | SE Inst Aide - Found Learning (187) | | SE Inst Aide III - Social Behavior (187) | |
| SE Inst Aide IV - IMPACT (187) | | SE Inst Aide-Incl/Res (187) | | SE Inst Aide IV - Deaf Supp Spec (187) | |
| SE Inst Aide IV - Brailist (187) | | SE Inst Aide IV - Elem (187) | | | |
| SE Inst Aide IV (187) | | SPED Transition Facilitator (204)-197 | | | |

**Hays Consolidated Independent School District
Paraprofessional Compensation Plan
for the Fiscal Year ending June 30, 2025**

| Pay Grade 7 6 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------|-----|---------------------------|---|-------------------------------------|-----------|
| Daily | Hrs | | | | \$0.00 |
| 187 | 8 | \$20.60 | \$25.14 | \$29.66 | 0 |
| 187 | 8 | 30,818 | 37,609 | 44,371 | 0 |
| 230 | 8 | 37,904 | 46,258 | 54,574 | 0 |
| | | Bookkeeper (230) | Business Specialist (230) | Finance Assistant (230) | |
| | | Finance Specialist (230) | IMPACT Electives Liaison (187) | Learning Materials Suppt Spec (230) | |
| | | Print Shop Operator (230) | Secretary, Athletics (230) | Secretary, Band (230) | |
| | | Secretary, Director (230) | Secretary, PLO (230) | Secretary, Principal (230) | |
| | | | Executive Customer Service Specialist (230) | | |

| Pay Grade 8 7 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------|-----|-----------------------------|------------------------------|---------------------------------------|-----------|
| Daily | Hrs | | | | \$0.00 |
| 187 | 8 | \$24.12 | \$29.42 | \$34.70 | 0 |
| 187 | 8 | 36,084 | 44,012 | 51,911 | 0 |
| 192 | 8 | 37,048 | 45,189 | 53,299 | 0 |
| 230 | 8 | 44,381 | 54,133 | 63,848 | 0 |
| | | Accounting Specialist (230) | Payroll Assistant (230) | Screening & Student Health Lead (187) | |
| | | Nurse LVN (192) | Secretary II, Director (230) | | |
| | | Finance Specialist II (230) | HR Specialist II (230) | | |

| Pay Grade 9 8 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------|-----|--|---------------------------------|---------------------------------|-----------|
| Daily | Hrs | | | | \$0.00 |
| 187 | 8 | \$29.02 | \$35.84 | \$42.67 | 0 |
| 187 | 8 | 45,736 | 53,617 | 63,834 | 0 |
| 226 | 8 | 52,468 | 64,799 | 77,147 | 0 |
| 230 | 8 | 53,397 | 65,946 | 78,513 | 0 |
| | | Business Specialist III (230) | Finance Specialist III (230) | Secretary, Chief Officer (230) | |
| | | Payroll Lead (230) | Operations Specialist III (230) | Secretary, Superintendent (230) | |
| | | Security & Communications Office Manager (230) | HR Specialist (230) | COTA (187) | |

| Pay Grade 10 9 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|---------------------------|-----|---|----------|---------|-----------|
| Daily | Hrs | | | | \$0.00 |
| 230 | 8 | \$32.47 | \$40.59 | \$48.69 | 0 |
| 230 | 8 | 59,745 | 74,686 | 89,590 | 0 |
| | | Executive Assistant to the Superintendent (230) | | | |

Hays Consolidated Independent School District
Auxiliary Compensation Plan
for the Fiscal Year ending June 30, 2025

With the district's move to a new ERP system, the district took the opportunity to renumber pay grades, eliminating pay grades that were empty and no longer in use. Pay grades have new number assignments; however, the actual pay minimums, midpoints, and maximums remain the same.

Updated 6/24/2024

~~Pay Grade 1, 2 and 3 – Currently no positions exist within these pay grades.~~

| Pay Grade 4-1 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|-----------------------------|-----|---|---|---|-----------|
| Daily | Hrs | \$16.00 | \$19.00 | \$22.42 | \$0.00 |
| 170 | 8 | \$21,760 | \$25,840 | \$30,491 | 0 |
| 175 | 8 | \$22,400 | \$26,600 | \$31,388 | 0 |
| 180 | 6 | \$17,280 | \$20,520 | \$24,214 | 0 |
| 187 | 8 | \$23,936 | \$28,424 | \$33,540 | 0 |
| 248 | 8 | \$31,744 | \$37,696 | \$44,481 | 0 |
| 260 | 8 | \$33,280 | \$39,520 | \$46,634 | 0 |
| | | *CN Manager in Training (175) *Custodian, Lead (248) *CN Warehouse Specialist (175) *Production Spec/Cashier (Cook) (175) Production Specialist (Cook)(175) | *Warehouse Specialist (248) Bus Monitor (180) Custodian (248) Parts Runner (248) CN Maintenance (175) | Crossing Guard (170) Lunchroom Monitor (170) Monitor II (Lunchroom/CG) (170) *Security Monitor District (260) Security Monitor Campus (187) | |
| *\$0.50 Differential | | | | | |

| Pay Grade 5-2 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------|-----|--|---|---|-----------|
| Daily | Hrs | \$16.73 | \$20.41 | \$24.08 | \$0.00 |
| 175 | 8 | \$23,422 | \$28,574 | \$33,712 | 0 |
| 230 | 8 | \$30,783 | \$37,554 | \$44,307 | 0 |
| 248 | 8 | \$33,192 | \$40,493 | \$47,775 | 0 |
| | | Assistant Cafeteria Manager, HS (175) Custodian, Head (248) HVAC Coil Cleaning Technician (248) Utility Worker (248) | Child Nutrition Catering Manager (230) Custodial Trainer (248) HVAC Tech I (248) Warehouse Assistant (248) | Child Nutrition Manager (175) General Maintenance Worker (248) Key and Lock Technician (248) Courier (230) | |

| Pay Grade 6-3 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------|-----|---|---------------------------------------|----------|-----------|
| Daily | Hrs | \$18.40 | \$22.45 | \$26.49 | \$0.00 |
| 175 | 8 | \$25,760 | \$31,430 | \$37,086 | 0 |
| 248 | 8 | \$36,506 | \$44,541 | \$52,556 | 0 |
| | | Child Nutrition Manager HS (175) Painter (248) | Child Nutrition Support Manager (175) | | |

| Pay Grade 7-4 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------|-----|---|--|---|-----------|
| Daily | Hrs | \$20.25 | \$24.69 | \$29.14 | \$0.00 |
| 230 | 8 | \$37,260 | \$45,430 | \$53,618 | 0 |
| 248 | 8 | \$40,176 | \$48,985 | \$57,814 | 0 |
| | | Athletic Grounds (248) Dispatcher (230) Tech Assist PAC (248) Carpenter (248) Groundskeeper (248) | Upholstery Technician (248) DDC Assistant (248) Sign Technician (248) Wash Technician (248) | Camera Technician (230) Hazard Technician (230) Shop Support (248) Fueler Tech (248) | |

| Pay Grade 8-5 | | Minimum | Midpoint | Maximum | 0.00% MPI |
|--------------------------|-----|--------------------------|---------------------|--|-----------|
| Daily | Hrs | \$23.09 | \$27.15 | \$31.24 | \$0.00 |
| 230 | 8 | \$42,486 | \$49,956 | \$57,482 | 0 |
| 248 | 8 | \$45,811 | \$53,866 | \$61,980 | 0 |
| | | HVAC Technician II (248) | Locksmith (248) | Trans Operations Specialist (230) | |

Hays Consolidated Independent School District
Auxiliary Compensation Plan
for the Fiscal Year ending June 30, 2025

| Pay Grade 9-6 | | | | | 0.00% |
|----------------------|-----|-------------------------------------|---|--|--------|
| Daily | Hrs | Minimum | Midpoint | Maximum | MPI |
| 248 | 8 | \$25.40 | \$29.89 | \$34.36 | \$0.00 |
| | | \$50,394 | \$59,302 | \$68,170 | 0 |
| | | Assistant Supervisor, Grounds (248) | Assistant Supervisor, Maintenance (248) | Assistant Supervisor, Utilities (248) | |
| | | DDC Controls Technician (248) | Electrician (248) | Electronics Technician (248) | |
| | | Equipment Mechanic (248) | HVAC Technician III (248) | Integrated Pest Control Technician (248) | |
| | | Irrigation Technician (248) | Kitchen Equip Repair Technician (248) | Plumber (248) | |
| | | Project Manager (248) | Trans Mechanic II (248) | Water Service Technician (248) | |
| | | Bond Project Manager I (248) | | | |

| Pay Grade 10-7 | | | | | 0.00% |
|-----------------------|-----|--|-------------------------------------|---------------------------------------|--------|
| Daily | Hrs | Minimum | Midpoint | Maximum | MPI |
| 248 | 8 | \$29.20 | \$34.36 | \$39.51 | \$0.00 |
| 248 | 8 | \$57,933 | \$68,170 | \$78,388 | 0 |
| 230 | 8 | \$53,728 | \$63,222 | \$72,698 | 0 |
| | | Custodial/Warehouse Manager (248) | Shop Foreman (248) | Supervisor, Athletic Fields (248) | |
| | | Supervisor, Electrical (248) | Supervisor, Energy Management (248) | Supervisor, General Maintenance (248) | |
| | | Supervisor, HVAC (248) | Supervisor, IPM (248) | Supervisor, Paint (248) | |
| | | Supervisor, Plumbing (248) | Supervisor, Safety/Compliance (248) | Supervisor, Utility/Grounds (248) | |
| | | Transportation Operations Supervisor (230) | | | |

2024-2025 Bus Driver Placement Scale
for the Fiscal Year Ending June 30, 2025

Updated 6/24/2024

| <u>Range</u> <u>Position</u> | <u>2025</u> <u>Local Experience</u> | <u>2025</u> <u>Pay Grades</u> |
|---------------------------------|--|----------------------------------|
| Minimum | 0 | \$ 20.40 |
| | 1 | \$ 20.40 |
| | 2 | \$ 21.12 |
| | 3 | \$ 21.37 |
| | 4 | \$ 21.74 |
| | 5 | \$ 22.28 |
| | 6 | \$ 23.11 |
| | 7 | \$ 23.41 |
| | 8 | \$ 23.68 |
| | 9 | \$ 23.94 |
| | 10 | \$ 24.22 |
| | 11 | \$ 24.50 |
| | 12 | \$ 24.79 |
| | 13 | \$ 25.08 |
| | 14 | \$ 25.37 |
| | 15 | \$ 25.67 |
| | 16 | \$ 25.98 |
| | 17 | \$ 26.29 |
| | 18 | \$ 26.60 |
| | 19 | \$ 26.92 |
| | 20 | \$ 27.25 |
| Midpoint | 21 | \$ 27.58 |
| | 22 | \$ 27.92 |
| | 23 | \$ 28.26 |
| | 24 | \$ 28.61 |
| | 25 | \$ 28.96 |
| | 26 | \$ 29.32 |
| | 27 | \$ 29.69 |
| | 28 | \$ 30.06 |
| | 29 | \$ 30.44 |
| | 30 | \$ 30.82 |
| | 31 | \$ 31.21 |
| | 32 | \$ 31.61 |
| | 33 | \$ 32.02 |
| | 34 | \$ 32.43 |
| | 35 | \$ 32.85 |
| | 36 | \$ 33.27 |
| | 37 | \$ 33.70 |
| | 38 | \$ 34.15 |
| | 39 | \$ 34.59 |
| | | 40 |

Raise: \$1.12

2024-2025 Hays Consolidated Independent School District
Lead Bus Driver Placement Scale-230 day for
the Fiscal Year Ending June 30, 2025

Updated 6/24/2024

| <u>Range</u> | <u>2025</u> | <u>2025</u> |
|-----------------|-------------------------|-------------------|
| <u>Position</u> | <u>Local Experience</u> | <u>Pay Grades</u> |
| Minimum | 0 | \$21.40 |
| | 1 | \$21.40 |
| | 2 | \$22.12 |
| | 3 | \$22.37 |
| | 4 | \$22.74 |
| | 5 | \$23.28 |
| | 6 | \$24.11 |
| | 7 | \$24.41 |
| | 8 | \$24.68 |
| | 9 | \$24.94 |
| | 10 | \$25.22 |
| | 11 | \$25.50 |
| | 12 | \$25.79 |
| | 13 | \$26.08 |
| | 14 | \$26.37 |
| | 15 | \$26.67 |
| | 16 | \$26.98 |
| | 17 | \$27.29 |
| | 18 | \$27.60 |
| | 19 | \$27.92 |
| | 20 | \$28.25 |
| Midpoint | 21 | \$28.58 |
| | 22 | \$28.92 |
| | 23 | \$29.26 |
| | 24 | \$29.61 |
| | 25 | \$29.96 |
| | 26 | \$30.32 |
| | 27 | \$30.69 |
| | 28 | \$31.06 |
| | 29 | \$31.44 |
| | 30 | \$31.82 |
| | 31 | \$32.21 |
| | 32 | \$32.61 |
| | 33 | \$33.02 |
| | 34 | \$33.43 |
| | 35 | \$33.85 |
| | 36 | \$34.27 |
| | 37 | \$34.70 |
| | 38 | \$35.15 |
| | 39 | \$35.59 |
| | | 40 |

Raise: \$1.12

Hays Consolidated Independent School District
2024-2025 Education Foundation Compensation Plan

Updated 6/24/2024

| Paraprofessional (Non-Exempt) | | | | Addition | |
|--|--------------|----------------|-----------------|----------------------|----------------------|
| Pay Grade EFP1 | | | | *Pay Increase | |
| Days | Hours | Minimum | Midpoint | Maximum | *Pay Increase |
| 226 | 8 | \$22,1239 | \$29,0376 | \$33,1858 | \$0.00 |
| Hays Education Foundation Specialist (226) | | | | | |

| Business Professional (Exempt) | | | | Addition | |
|--|----------------|-----------------|----------------|----------------------|--|
| Pay Grade EFB1 | | | | *Pay Increase | |
| Daily | Minimum | Midpoint | Maximum | *Pay Increase | |
| 226 | \$398.23 | \$464.60 | \$530.97 | | |
| | 90,000 | 105,000 | 120,000 | | |
| Hays Education Foundation Executive Director (226) | | | | | |

*This compensation plan is not subject to HCISD Board approved increases provided to other Hays CISD employees.

Hays Consolidated Independent School District Stipend Pay Schedule
for the Fiscal Year ending June 30, 2025

Updated 7/24/2023

| Category | Assignment | Level | Stipend |
|------------------|-------------------------------|-------|---------|
| Academics | | | |
| UIL | UIL Coord MS* | MS | \$1,000 |
| | UIL Art | MS | \$400 |
| | UIL Coach | MS | \$375 |
| HIGH SCHOOL | UIL Coord * | HS | \$4,140 |
| | UIL Art | HS | \$400 |
| | UIL Accounting | HS | \$700 |
| | UIL Calculator | HS | \$700 |
| | UIL Computer Applications | HS | \$700 |
| | UIL Computer Science | HS | \$700 |
| | UIL Copy Editing | HS | \$700 |
| | UIL Curriculum Evaluation | HS | \$700 |
| | UIL Current Issues and Events | HS | \$700 |
| | UIL Debate* | HS | \$3,000 |
| | UIL Film | HS | \$700 |
| | UIL Informational Speaking | HS | \$700 |
| | UIL Journalism* | HS | \$1,750 |
| | UIL Literary Criticism | HS | \$700 |
| | UIL Math | HS | \$700 |
| | UIL Number Sense | HS | \$700 |
| | UIL One Act Play* | HS | \$2,500 |
| | UIL Personal Speaking | HS | \$700 |
| | UIL Persuasive Speaking | HS | \$700 |
| | UIL Poetry | HS | \$700 |
| | UIL Prose | HS | \$700 |
| | UIL Ready Writing | HS | \$700 |
| | UIL Robotics | HS | \$700 |
| | UIL Science | HS | \$700 |
| | UIL Social Studies | HS | \$700 |
| | UIL Spelling | HS | \$700 |
| | UIL Student Congress | HS | \$700 |

Payment for coaching UIL events is submitted and paid at the completion of the UIL competition season. Payment is a lump sum.

*UIL stipends are annualized.

Hays Consolidated Independent School District Stipend Pay Schedule
for the Fiscal Year ending June 30, 2025

Updated 7/23/2023

| Category | Assignment | Level | Stipend |
|----------------------|-----------------------------------|--------------|----------------|
| Athletics | | | |
| MIDDLE SCHOOL | Athletic Coord MS | MS | \$2,000 |
| | Basketball C-team | MS | \$900 |
| | Basketball MS | MS | \$2,000 |
| | Cheer MS | MS | \$2,500 |
| | Cross Country MS | MS | \$2,000 |
| | Dance MS | MS | \$2,500 |
| | Football MS | MS | \$5,000 |
| | Soccer MS | MS | \$2,000 |
| | Tennis MS | MS | \$2,000 |
| | Track MS | MS | \$2,000 |
| | Volleyball C-team | MS | \$900 |
| | Volleyball MS | MS | \$2,000 |
| HIGH SCHOOL | Athletic Asst - Girls Coordinator | HS | \$3,000 |
| | Athletic Trainer HS | HS | \$9,000 |
| | Baseball Head HS | HS | \$7,250 |
| | Baseball Asst HS | HS | \$4,000 |
| | Basketball Head HS | HS | \$7,250 |
| | Basketball Asst HS | HS | \$4,000 |
| | Cheer Head HS | HS | \$6,000 |
| | Cheer Asst HS | HS | \$4,000 |
| | Cross Country Head HS | HS | \$5,000 |
| | Cross Country Asst HS | HS | \$4,000 |
| | Drill Team Head HS | HS | \$6,500 |
| | Drill Team Asst HS | HS | \$4,500 |
| | Football Coord HS | HS | \$8,000 |
| | Football Asst HS | HS | \$7,000 |
| | Football Equipment Coordinator HS | HS | \$500 |
| | Golf Head HS | HS | \$6,000 |
| | Golf Asst HS | HS | \$4,000 |
| | Off-Season Conditioning | HS | \$5,000 |
| | Powerlift HS | HS | \$4,000 |
| | Soccer Head HS | HS | \$6,000 |
| | Soccer Asst HS | HS | \$4,000 |
| | Softball Head HS | HS | \$7,250 |
| | Softball Asst HS | HS | \$4,000 |
| | Swim Head HS | HS | \$6,300 |
| | Swim Asst HS | HS | \$4,000 |
| | Tennis Head HS | HS | \$6,300 |
| | Tennis Asst HS | HS | \$5,000 |
| | Track Head HS | HS | \$6,000 |
| | Track Asst HS | HS | \$4,000 |

Hays Consolidated Independent School District Stipend Pay Schedule
for the Fiscal Year ending June 30, 2025

| Category | Assignment | Level | Stipend |
|----------------------|----------------------------------|--------------|----------------|
| Athletics | | | |
| | Volleyball Head HS | HS | \$7,500 |
| | Volleyball Asst HS | HS | \$5,000 |
| | Water Polo Head HS | HS | \$6,000 |
| | Water Polo Asst. HS | HS | \$4,000 |
| | Webmaster - Athletics | HS | \$1,000 |
| | Wrestling Head HS | HS | \$6,000 |
| | Wrestling Asst. HS | HS | \$4,000 |
| District | | | |
| | Campus Webmaster | All | \$1,000 |
| | District Content Lead | All | \$2,000 |
| | District Lead Librarian | All | \$3,500 |
| | New Administrator Mentor | All | \$600 |
| | New Teacher Advisor | All | \$400 |
| | New Teacher Mentors | All | \$400 |
| | MTSS | ES/MS | \$1,000 |
| | Reading Academy Facilitator | All | \$3,000 |
| | Reading Academy Instructor | All | \$2,000 |
| | Spelling Bee Sponsor | All | \$700 |
| Fine Arts | | | |
| MIDDLE SCHOOL | | | |
| | Band Director MS | MS | \$7,500 |
| | Band Asst Director MS | MS | \$5,500 |
| | Choir Director MS | MS | \$3,000 |
| | Choir Asst Director MS | MS | \$2,000 |
| | District Honor Choir | All | \$500 |
| | Mariachi MS | MS | \$5,000 |
| | Orchestra MS | MS | \$5,000 |
| | Theatre Director MS | MS | \$3,000 |
| | Theatre Asst. Director MS | MS | \$2,500 |
| HIGH SCHOOL | | | |
| | Band Asst Director HS | HS | \$8,000 |
| | Choir Director HS | HS | \$5,000 |
| | Choir Asst Director HS | HS | \$3,500 |
| | Mariachi HS | HS | \$7,000 |
| | Mariachi Asst HS | HS | \$5,500 |
| | Orchestra HS | HS | \$6,000 |
| | Theatre Director HS | HS | \$4,000 |
| | Theatre Asst HS | HS | \$2,500 |
| | Color & Winter Guard | HS | \$5,000 |
| Job-Related | | | |
| | Asbestos Abatement License | All | \$2,000 |
| | Asbestos Designated Person | All | \$2,000 |
| | Customer Service Inspector | All | \$1,500 |
| | Ground Water Operator | All | \$2,000 |
| | IAQ Mold Inspection | All | \$2,000 |
| | Indoor Air Quality | All | \$2,000 |
| | Irrigation Technician | All | \$2,000 |
| | Journeyman Electrician/Fire Tech | All | \$2,000 |
| | Journeyman Plumber | All | \$2,000 |

Hays Consolidated Independent School District Stipend Pay Schedule
for the Fiscal Year ending June 30, 2025

| Category | Assignment | Level | Stipend |
|----------------------------|---------------------------------------|--------------|----------------|
| Job-Related | | | |
| | Locksmith | All | \$2,000 |
| | Locksmith Technician | All | \$1,000 |
| | Master Electrician | All | \$3,000 |
| | Master Plumber | All | \$3,000 |
| | Non Commercial Applicator License | All | \$2,000 |
| | Environmental AC Class A or B | All | \$3,000 |
| | Commercial Refrigeration Class A or B | All | \$3,000 |
| | RFCI Asbestos Tile Removal | All | \$2,000 |
| | Sheetmetal Certification | All | \$2,000 |
| | Tradesman Plumber | All | \$1,500 |
| | Wastewater Treatment - Grease Traps | All | \$500 |
| Special Areas | | | |
| | CTE Agriculture | HS | \$7,000 |
| | CTE Cosmetology | HS | \$5,000 |
| | CTE Culinary Arts | HS | \$5,500 |
| | Department Chair HS | HS | \$2,000 |
| | Department Chair MS | MS | \$1,250 |
| | Elementary Lead ES* | ES | \$750 |
| | Dual Credit | HS | \$1,500 |
| | JROTC | HS | \$3,000 |
| | JROTC Lead | HS | \$4,000 |
| | JROTC Secondary Officer | HS | \$2,000 |
| | Lead Counselor | HS | \$3,300 |
| | National Honor Society | HS | \$1,000 |
| | National Junior Honor Society | MS | \$600 |
| | Newspaper HS | HS | \$1,600 |
| | Student Council HS | HS | \$1,700 |
| | Student Council MS | MS | \$750 |
| | Stadium Manager | All | \$12,500 |
| | Yearbook HS | HS | \$1,800 |
| | Yearbook MS | MS | \$500 |
| Special Populations | | | |
| | **Bilingual | All | \$7,100 |
| | Bilingual Deaf (English / American) | All | \$7,100 |
| | Dual Language ESL | All | \$2,500 |
| | ESL Secondary | All | \$1,500 |
| | GT Liaison | All | \$1,200 |
| | National Board Certified Teacher | All | \$2,000 |
| | Out-of-Country Mentor Teacher | All | \$500 |
| | Out-of-Country Support Teacher | All | \$3,000 |
| | Special Ed BCBA | All | \$3,000 |
| | Special Ed LSSP (Licensed) | All | \$1,000 |
| | Special Ed SLP (Licensed) | All | \$1,000 |

**Hays Consolidated Independent School District Stipend Pay Schedule
for the Fiscal Year ending June 30, 2025**

| Category | Assignment | Level | Stipend |
|----------------------------|---|--------------|----------------|
| Special Populations | | | |
| | Special Ed Teacher | All | \$1,750 |
| | Special Ed Assignment Specialized | All | \$2,500 |
| | Special Olympics Head | All | \$6,000 |
| | Special Olympics Asst Teacher (IMPACT) | All | \$4,000 |
| | | All | \$1,000 |

***Pre K Grade Level Lead Stipend will be paid to a campus with 3 or more PreK Teachers.**

****Administrators/counselors must serve at UES, HES, SHES, CRES, BVES or TGES.**

Hays Consolidated Independent School District
Substitute and Extra Duty Pay
for the Fiscal Year ending June 30, 2025

Updated 6/24/2024

| SUBSTITUTES | | |
|--|---------------------------|--------------------------------|
| Assignment | Rate | Per |
| Guest Teacher | \$125 | Day |
| Guest Teacher - Monday/Friday Differential (subbing for Classroom Teachers - full day) | Additional \$15 | Full Day (Monday/ Friday only) |
| Guest Teacher - Monday/Friday Differential (subbing for Classroom Teachers - half day) | Additional \$7.50 | Half Day (Monday/ Friday only) |
| Guest Teacher - Long-term w/ no Certification | \$130 | Day |
| Guest Teacher - Long-term w/ Certification | \$145 | Day |
| Guest Teacher - Long-term w/ matching Certification | \$155 | Day |
| Paraprofessional | \$115 | Day |
| Paraprofessional - Long-term | \$120 | Day |
| Early Release Day (Teacher) | \$93.75 | Day |
| Early Release Day - (Paraprofessional) | \$86.25 | Day |
| Nurse - RN | \$250 | Day |
| Nurse - LVN | \$150 | Day |
| Nurse - Screener | \$115 | Day |
| Sub Assistant Principal | \$300 | Day |
| Sub Principal | \$400 | Day |
| Sub Counselor | \$250 | Day |
| Custodian Substitute " NSHE "* | \$16 NSHE Rate | Hour |
| Child Nutrition Substitute " NSHE "* | \$16 NSHE Rate | Hour |
| ELC Childcare Provider Substitute " NSHE "* | \$16 NSHE Rate | Hour |
| NSHE Tutors - Certified | \$21 | Hour |
| NSHE Tutors - Degreed (Bachelor's)/Non-certified | \$18.50 | Hour |
| NSHE Tutors - Non degreed | \$16 | Hour |
| Daily Intervention Tutoring Rate - Certified** | \$168 | Full Day |
| Daily Intervention Tutoring Rate - Degreed (Bachelor's)** | \$148 | Full Day |
| Daily Intervention Tutoring Rate - Nondegreed** | \$128 | Full Day |

***All NSHE employees will be paid at the minimum rate for the position in which they are serving.**

| EXTRA DUTY PAY | | |
|---|---------------------|-------------------|
| Special Assignment | Rate | Per |
| Assessment Test Vetting | \$25 | Hour |
| Club Sponsor - ES | \$30 | Hour |
| Curriculum Writer | \$25 | Hour |
| Gifted Talented Testing Coordinator | \$25 | Hour |
| Gifted Talented Testing Facilitator | \$25 | Hour |
| Native Speaker Fluency Assessment | \$25 | Hour |
| Professional Support (Includes Homebound Services) | \$30 | Hour |
| Paraprofessional Support | Current hourly rate | |
| Professional Development - | | |
| Presenter (Non-Contract Period) District Staff | \$50 | Hour (Max 6 hrs.) |
| K-4 Capacity Supplemental Pay | *\$3,000.00 | Per Year |
| *Up to \$3,000.00 per student with a maximum up to three students per class. Eligibility is based on criteria outlined in administrative procedures. Payment is paid after each grading period. | | |

Hays Consolidated Independent School District
Substitute and Extra Duty Pay
for the Fiscal Year ending June 30, 2025

| Special Assignment continued | Rate | Per |
|---|---------------------|-------------------|
| Professional Development - Presenter (Contract Period) District Staff <i>Non-contract day preparation</i> | \$25 | Hour (Max 7 hrs.) |
| Professional Development - Attendee (Non-Contract Period) District Staff | \$100 | Full Day |
| Textbook Warehouse Assistance | Current hourly rate | |
| Full-Time Teacher Tutoring Rate | \$30 | Hour |
| Interim Duty Pay - Exempt Employee | \$50 | Per Day |
| Interim Duty Pay - Nonexempt Employee | \$6.25 | Hour |
| UIL Judging | \$50.00 | Per Day |
| NSHE Tutors - Certified | \$21 | Hour |
| NSHE Tutors - Degreed (Bachelor's)/Non-certified | \$18.50 | Hour |
| NSHE Tutors - Non-degreed | \$16 | Hour |
| Daily Intervention Tutoring Rate - Certified** | \$168 | Full Day |
| Daily Intervention Tutoring Rate - Degreed (Bachelor's)** | \$148 | Full Day |
| Daily Intervention Tutoring Rate - Non Degreed** | \$128 | Full Day |
| Custodian NSHE* | NSHE Rate | Hour |
| Child Nutrition Substitute NSHE* | NSHE Rate | Hour |
| ELC Childcare Provider Substitute NSHE* | NSHE Rate | Hour |
| Custodial - Summer (for current employees working outside of their work calendar) | \$16.00 | Hour |
| *All NSHE employees will be paid at the minimum rate for the position in which they are serving. **For grant funded positions, Daily Intervention Tutoring Rates do not apply. | | |

| EVENT WORKERS | | |
|---|------|------|
| Special Assignment Pay | Rate | Per |
| Gate Ticket Workers | \$16 | hour |
| Security Worker | \$20 | hour |
| Announcer | \$30 | hour |
| Athletic Ticketing Coordinator | \$25 | hour |
| Weekend Custodial Rate (Minimum 1 hour) | \$40 | hour |
| <i>No Blended Rates - Occasional & Sporadic - Flat Rate</i> | | |

Hays Consolidated Independent School District
2024 Summer School Pay
for the Fiscal Year ending June 30, 2024

Updated 6/24/2024

| 2024 SUMMER SCHOOL | |
|-----------------------------------|-----------------|
| Summer School – High | |
| | Amount |
| Summer School Coordinator | \$5,000 |
| Testing Coordinator/Technologist | \$4,000 |
| Campus Site Administrator | \$1,800 |
| Counselor | \$40 hrly. rate |
| Teacher | \$40 hrly. rate |
| Librarian | \$40 hrly. rate |
| Nurse | \$40 hrly. rate |
| Registrar | \$20 hrly. rate |
| Receptionist | \$20 hrly. rate |
| Security Monitor | \$20 hrly. rate |
| Classroom Paraprofessional | \$20 hrly. rate |
| Summer School - Elementary | |
| | Amount |
| Principal | \$6,000 |
| Teacher | \$40 hrly. rate |
| Nurse | \$40 hrly. rate |
| Librarian | \$40 hrly. rate |
| Counselor | \$40 hrly. rate |
| Receptionist/PEIMS Clerk | \$20 hrly. rate |
| Cafeteria Monitor | \$20 hrly. rate |
| Classroom Paraprofessional | \$20 hrly. rate |
| Summer School – Bilingual | |
| | Amount |
| Teacher BIL ES | \$45 hrly. rate |
| Librarian BIL ES | \$45 hrly. rate |
| Counselor BIL ES | \$45 hrly. rate |

* Number of summer school hours vary based on the summer school requirements.

Hays Consolidated Independent School District
Incentive/Supplemental Pay Programs Approved
for the Fiscal Year ending June 30, 2025

Updated 6/24/2024

| Incentive Pay | | |
|--|-----------------------|-------------------|
| Special Assignment Pay | Rate | Per |
| Bilingual Teacher/Admin/Counselor Incentive | \$1,500 | Year |
| Employee Referral Incentive Program | \$50 | Referral |
| Bilingual Teacher Referral Incentive Program | \$250 | Referral |
| Employee Referral Incentive Program - 6 month stay | \$50 | Referral |
| Employee Sub Coverage | Sub Rate for Position | Per Class Covered |
| 60hr. Reading Academy (K-3 Required / PK, 4, 5 Optional) | \$300 | Year |
| 30hr. Reading Academy (K-3 Required / PK, 4, 5 Optional) | \$240 | Year |
| ***Guest Teacher Incentive Pay (90 days or more) | \$5 | Half Day |

Sub Shortage employee compensation will be paid at the daily sub rate for the position. The amount shall not exceed the daily sub rate for the absent or vacant position. Employees shall not earn compensation during the absent employee's conference or lunch period. If coverage forces two or more employees to share/split responsibilities, the sub rate will also be shared/split among the employees that are doing more than their regular duty.

*The Bilingual Incentive is paid in three \$500 increments.

The first payment is in September, the second in December, and the final payment is in June.

Administrators/counselors must serve at UES, HES, SHES, CRES, BVES or TGES.

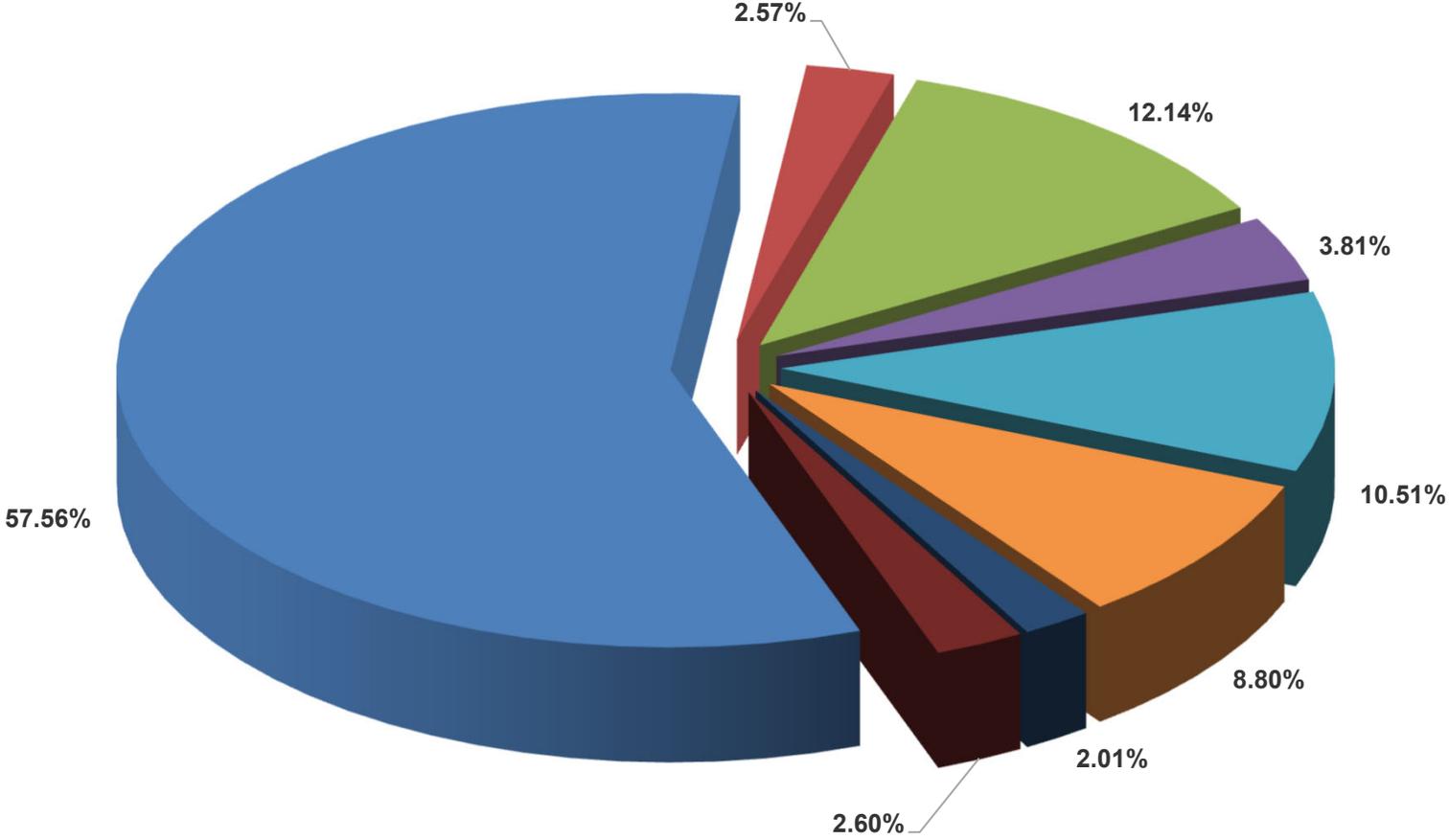
A longevity incentive will be offered to any Guest Teacher who works as a classroom teacher and/or classroom paraprofessional for at least 45 calendar days by the end of each semester during the 2024-2025 school year.

The incentive is \$5.00 per half day worked, paid as a lump sum. For the first semester, the lump sum will be paid on January 15, 2025, and for the spring semester, it will be paid on July 15, 2025.

If a Guest Teacher does not qualify for the semester-based incentive but works a total of 90 or more calendar days throughout the entire school year, they will receive the incentive as a lump sum on July 15, 2025.

~~***A longevity incentive will be paid to any Guest Teacher who accepts and works as a classroom teacher and/or paraprofessional for 90 days or more during the 23/24 school year. The incentive will pay \$5.00 per half day worked. The incentive will be paid as a lump sum on 7/15/2024.~~

Salary Percentages by Compensation Plan Group



■ Teacher ■ Counselor ■ Academic / Professional ■ Business / Professional ■ Para Professional ■ Auxiliary ■ Bus Driver ■ Stipends

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

Date: June 24, 2024

Agenda Item: N.2

Board Goal: Community Relations

Subject: Presentation of the Hays CISD Survey Results

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

C. Goal or Need Addressed:

The surveys address feedback from employees, students, parents, and community members to address multiple district goals.

D. Summary:

Previous board action relating to this item – The Board receives annual survey results reports.

Future action anticipated – It is anticipated the district will continue to conduct annual or biennial surveys (every other year).

Background information – The district has conducted annual surveys since 2012.

Survey results and summary reports will be provided to the Board, then campus principals, and then made available on the district website.

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: Survey Respondents

F. Administrative Recommendation:

Advantages/benefits of this proposal – receive customer feedback to help shape policy and practices

G. Fiscal Impact and Cost:

Budget

Bond

Grant/Special Funds

Other

Prior Year Spending - \$49,000

Future/Ongoing – Approximately \$50,000 each time.

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

Date: June 24, 2024

Agenda Item: N.3

Board Goal: Student Achievement / Finance

Subject: Notice of Intent to Apply for Federal Grant Funds

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

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

The purpose of the agenda item is to notify the Hays CISD Board of Trustees of the district's intent to apply for federal grant funds administered by the Texas Education Agency.

D. Summary:

Previous board action relating to this item

Future action anticipated –

Background information – Board Policy CB local requires the district to notify the board of trustees and public of its intent to apply for federal grant programs and to provide an opportunity for public comment prior to the submission of the grant applications.

E. Scope of Options Reviewed:

The notice of intent to apply is posted on the Hays CISD's Federal Programs webpage including a google form to allow for public comment.

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

From public – Form posted at <https://www.hayscisid.net/FederalPrograms> to gather public input in addition to input gather from the DLT

G. Administrative Recommendation:

The administration recommends that these grant applications be submitted to TEA on behalf of Hays CISD before July 1st.

Advantages/benefits of this proposal – Additional funds to support the needs of staff and students

H. Fiscal Impact and Cost:

Budget – General Operating Fund Bond Grant/Special Funds Other

These grant programs will bring funds to Hays CISD to support reasonable and necessary activities aligned to identified district and campus needs and the grant program purpose and intent. A summary of grant planning amounts is attached along with a summary of the planned use of funds for each grant program.

Prior Year Spending – N/A

Future/Ongoing – N/A).

- I. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action – Stephanie Norris, Director of Federal Programs and Grant Management
Evaluation method and time line – Quarterly and annual program evaluation of the use of funds
Next report to the board – June 2025
- J. Suggested Motion:**
No motion is required. This agenda item is presented for information only.

**FEDERAL GRANT PROGRAMS: PLANNING AMOUNTS
2024-2025**

| ESSA | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|---|------------------|------------------|------------------|-----------------------|
| Title I, Part A | \$2,099,421.00 | \$2,227,883.00 | \$2,506,203.00 | \$2,635,537.00 |
| Title I, Part C (Migrant) SSA with ESC13 | \$8,943.00 | \$5,550.00 | \$4,328.00 | \$11,888.00 |
| Title II | \$426,006.00 | \$440,527.00 | \$612,082.00 | \$425,004.00 |
| Title III - ELA | \$289,393.00 | \$401,138.00 | \$417,514.00 | \$447,920.00 |
| Title III - Immigrant | \$0.00 | \$0.00 | \$52,089.00 | \$30,558.00 |
| Title IV | \$167,735.00 | \$153,617.00 | \$169,683.00 | \$184,312.00 |

| IDEA-B FORMULA | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|--------------------------------|------------------|------------------|------------------|-----------------------|
| IDEA-B (ages 3-21) | \$3,100,832.00 | \$3,217,980.00 | \$3,467,017.00 | \$3,624,877.00 |
| IDEA-B Pre-K (ages 3-4) | \$40,653.00 | \$40,780.00 | \$43,239.00 | \$44,400.00 |

| CTE Perkins V | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|----------------------|------------------|------------------|------------------|---------------------|
| PERKINS V | \$143,257.00 | \$140,841.00 | \$187,680.00 | \$142,083.00 |

| TEHCY | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 |
|--------------------------------|------------------|------------------|------------------|--------------------|
| TEHCY (206) | \$45,960.00 | \$45,960.00 | \$45,960.00 | \$14,811.00 |
| TEHCY Carryover (23-24) | | | | \$43,000.00 |

2024-2025 Federal Grant Planning

- **Title I, Part A** – Title I, Part A provides supplemental resources to local educational agencies (LEAs) to help schools with high concentrations of students from low-income families provide high-quality education that will enable all children to meet the challenging state academic standards. Campuses served with Title I funds within Hays CISD, have at least 40% of their students identified as receiving free/reduced lunch. Hays CISD Title I Schoolwide campuses are served in rank order of low-income percentage, with a formula based, per pupil allocation.

The intended program beneficiaries are students who experience difficulties mastering the state academic achievement standards. Each Title I campus completes a comprehensive needs assessment (CNA) each year. The CNA is then used to review and revise their campus improvement plan with input from parents, community members, teachers, principals and other school leaders, so that all students are provided opportunities to meet the challenging State academic standards. All Title I campuses and the LEA must create a Family Engagement Plan that includes the annual revision of the Parent and Family Engagement Policy. Each Title I campus must also annually review and revise their Parent-School Compact that identifies the roles of parent, school, and student stakeholders in the learning process.

- **Title I Schoolwide campuses in Hays CISD include:**

- Armando Chapa Middle School
- Dr. T.C. McCormick Middle School
- DJ “Red” Simon Middle School
- Laura B. Wallace Middle School
- Blanco Vista Elementary School
- Buda Elementary School
- Camino Real Elementary School
- Susie Fuentes Elementary School
- Tom Green Elementary School
- Hemphill Elementary School
- Kyle Elementary School
- Ralph Pfluger Elementary School
- Science Hall Elementary School
- Rosalio Tobias Elementary School
- Uhland Elementary School

Title I Campus Activities

Title I, schoolwide campuses utilize their Federal allocations for activities that meet campus-specific needs as identified in the Campus Needs Assessment and the Campus Improvement Plan. These activities may include academic parent engagement activities, professional development, social emotional learning programs, tutorials, supplemental instructional coaching for teachers and additional targeted teacher planning days, supplemental intervention supports for students, computer-aided instruction, and extended learning opportunities for TEKS reteach/mastery including before and after school tutorials, Saturday intensive learning camps, and summer school.

Title I LEA Reservation Activities

LEA reservation activities are based on the district’s Comprehensive Needs Assessment and District Improvement Plan. LEA reserved funds are used at Title I Schoolwide campuses to provide parent

engagement activities to encourage academic achievement and parent involvement, to provide additional support for Pre-Kindergarten student success at Title I campuses, and to support the needs of homeless students identified under the McKinney-Vento Act who may be attending any campus in Hays CISD. LEA reserved funds are also used to support Title I, Part A services to eligible private school students at Private Non-Profit Campuses.

Title I, Part C Education of Migratory Children – Title I, Part C provides supplemental instructional and support services for migrant students and out-of-school migrant youth. Hays CISD utilizes a shared service arrangement with the Education Service Center 13 to provide support for migrant students.

Title II, Part A – Hays CISD utilizes Title II, Part A funds to increase student academic achievement through improving teacher and principal quality and increasing the number of highly qualified teachers in classrooms and qualified principals and assistant principals in the district; and, uphold high expectations to improve student academic achievement. The intended beneficiaries of Title II funds are teachers and principals, including assistant principals, and as appropriate, administrators, pupil services personnel, and paraprofessionals. The district focuses the utilization of Federal funds on two activities: recruiting, hiring, developing, and retaining effective personnel that impact instruction and learning; and, providing professional development and coaching. The needs of highest poverty campuses and campuses involved in the school improvement process are prioritized for grant activities.

Title III, Part A (ELA and Immigrant Funds) – The purpose of these funds is to ensure that English learners (ELs) and immigrant students attain English proficiency and develop high levels of academic achievement in English, supporting all English learners in meeting the same challenging State academic standards that all children are expected to meet. Hays CISD utilizes Title III, Part A funds to provide supplemental resources to ensure that children who are English learners, including immigrant children and youth, attain English proficiency at high levels in academic subjects and can meet the same challenging State academic standards that all children are expected to meet. Hays CISD focuses the use of these funds on providing supplemental instructional resources for English Language Learning, supplemental language learning support staff, and Parent and Family Engagement activities for families of English learners and immigrant students.

Title IV, Part A - The purpose and intent of the Title IV, Part A, is to increase the capacity of local educational agencies (LEAs), campuses, and communities to provide all students access to a well-rounded education, to improve academic outcomes by maintaining safe and healthy students, and to improve the use of technology to advance student academic achievement. Hays CISD utilizes Title IV to fund the creation of 1.5 additional Mental Health Professional Staff positions (Safe and Healthy Students), to support professional development to increase the effective use of technology through the implementation of high-quality blended learning in classrooms across the district (Effective Use of Technology), and to support the participation of all students in well-rounded educational activities through supplemental Reading Instructional Materials and through payment for certain activity fees so that all student have the opportunity to participate in well-rounded learning opportunities (Well Rounded Education Opportunities). The needs of highest poverty campuses and campuses involved in the school improvement process are prioritized for grant activities.

Carl D. Perkins Career and Technical Education Act – Perkins V Grant – The intent and purpose of the CTE Perkins V grant program is to develop more fully the academic, technical, and employability skills of secondary education students who elect to enroll in CTE programs. Hays CISD utilizes Perkins funds to

carry out programs that develop more fully the academic and technical skills of secondary students who elect to enroll in career and technical education (CTE) programs. Hays CISD will use Perkins funds to supplement local funds for students who chose to participate in CTE Leadership and Competition Activities and to fund a Workforce Development position to increase student practicum and work-based learning opportunities for CTE students. Career Clusters offered at Hays CISD include Agriculture, Food, and Natural Resources; Architecture and Construction; Arts, A/V Technology, and Communication; Business, Management, and Administration; Education and Training; Finance; Health Services; Hospitality and Tourism; Human Services; Information Technology; Law, Public Safety, Corrections, and Security; Manufacturing; Science, Technology, Engineering, and Mathematics; Transportation, Distribution and Logistics.

Texas Education for Homeless Children and Youth (TEHCY) - The purpose of the Texas Education for Homeless Children and Youth (TEHCY) grant is to facilitate the identification, enrollment, attendance and academic success of homeless children and youth by removing barriers and promoting school stability for students experiencing homelessness. Hays CISD utilizes these TEHCY grant funds will be combined with Title 1 MKV reservation funds to fund the following activities: Payroll for part-time MKV Family Support Specialist position, some of the excess costs related to providing out-of-district school of origin transportation costs, and for emergency supplies for students. Students identified as homeless by the campus counselor have access to the MKV Family Support Specialist whose role it is to assist them with referrals to community agencies as well as to support them in obtaining school supplies, emergency clothing, access to free meals through the HCISD Child Nutrition Department, and transportation to and from their campus of origin. The MKV Family Support Specialist works closely with the Clothes Closet and Hays Hope 2 Go to provide clothing and nutritional assistance to students.

IDEA-B & IDEA-B Preschool Formula Grant – The purpose of IDEA-B funds is to support special education and related services for children ages 3–21. Hays CISD utilizes IDEA-B funds to provide a continuum of services and supports to students with disabilities who require special education services to meet their individualized needs. These funds are used to support special education teachers, related service providers, and IEP support positions, to provide specialized professional development and coaching to special education staff, and to provide IEP-required instructional materials and evaluation assessment tools. A portion of these funds is expended through Proportionate Share to provide special education services for students enrolled in Private Schools or who are homeschooled within the Hays CISD boundaries.

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

Date: June 24, 2024

Agenda Item: N.4

Board Goal: Community Relations

Subject: Update on District 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

E. Suggested Motion

No action needed. This item is presented as information only.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 17, 2024

Agenda Item: N.5

Board Goal: Community Relations

Subject: First Reading of TASB Policy Update 123 Affecting Local Policies

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

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

C. Goal or Need Addressed:

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

D. Summary:

Previous board action relating to this item -

Future action anticipated – TASB Update 123 will be presented for a second reading at the June 24, 2024 Hays CISD Board Business Meeting with action anticipated at that time.

Background information – Update 123 focuses on updating (LEGAL) policies that were affected by changes in administrative rule and commissioner of education rulings. Several (LOCAL) policy revisions to local policies listed below, are provided by TASB and reflect the changes in law or administrative rules for organizational and restructuring purposes:

- BBD (Local) – Board Members: Training and Orientation
- BBFA (Local) – Ethics: Conflict of Interest Disclosures
- CCGB (Local) – Ad Valorem Taxes: Economic Development
- CKC (Local) – Safety Program / Risk Management: Emergency Plans
- CKEC (Local) – Security Personnel: School Resource Officers
- CQC (Local) – Technology Resources: Equipment – ADD POLICY
- DCE (Local) – Employment Practices: Other Types of Contracts
- DGBA (Local) – Personnel-Management Relations: Employee Complaints / Grievances
- EEH (Local) – Instructional Arrangements: Homebound Instruction
- EF (Local) – Instructional Resources – DELETE POLICY
- EFA (Local) – Instructional Resources: Instructional Materials – ADD POLICY
- EFB (Local) – Instructional Resources: Library Materials – ADD POLICY
- FNG (Local) – Student Rights and Responsibilities: Student and Parent Complaints / Grievances
- GF (Local) – Public Complaints

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

The TASB Update 123 is presented as a First Reading for the Board's consideration, review and feedback.

G. Suggested Motion

No motion is required of this agenda item. It is presented for information and discussion only.



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

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

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LOCAL)

**Public Information
Coordinator**

After Election or
Appointment

The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

After a Violation

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

**Reporting
Continuing
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

**Annual Financial
Management Report**

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

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

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

Texas Economic Development Act

Purpose

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

Definitions

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

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

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

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

Filing an Application

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

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

Confidentiality of Applicant Information

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

~~Amending an
Application~~

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

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

~~Standard
Application Fee~~

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

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

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

~~Large Project
Application Fee~~

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

**Processing an
Application**

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

**Before Initial Board
Review**

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

~~Initial Board Review~~ As soon as practical after an application is filed, the Board shall conduct an initial review of the application during which the Board may consider the Superintendent's recommendation and written or oral presentations concerning the application.

~~If, after the initial review, the Board determines that the application is not in the best interests of the District, the Board shall reject the application and return to the applicant the application fee, less any necessary and reasonable costs of the initial review.~~

~~If the Board accepts a large project application for further consideration, the Board may set an appropriate fee in accordance with this policy.~~

~~After Initial Board Review~~ If the Board elects to consider the completed application, the Superintendent shall:

- ~~1.— Deposit the application fee and provide required written notice to the applicant and comptroller, with a copy to the appraisal district, that the District has received and will consider the completed application;~~
- ~~2.— Deliver to the comptroller a copy of the application and required material along with a request for an economic impact evaluation;~~
- ~~3.— Accept on behalf of the Board any amendments or supplements submitted by the applicant, and transmit copies to the comptroller within seven days of receipt;~~
- ~~4.— Direct appropriate District personnel to create a link from the District's website to the location on the comptroller's website where copies of applications are posted;~~
- ~~5.— Within the time allowed by law, provide all required supplemental information necessary to assist the comptroller and the Texas Education Agency (TEA) with the required analyses;~~
- ~~6.— On receipt, provide the applicant and District consultants with a copy of the economic impact evaluation and the school facilities impact analysis;~~
- ~~7.— Work with the applicant and District consultants to provide the District and the comptroller with copies of the proposed agreement in a timely manner [see CCGB(LEGAL) at Continued Eligibility];~~
- ~~8.— Take all action necessary or required to process the application;~~

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

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

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

Board Action on Application

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

Public Hearing

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

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

Findings of Fact

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

Adoption of Agreement

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

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| | any financial risks undertaken by the District in accepting the application. |
| Waiver of Jobs Requirement | The Board may waive the new jobs creation requirement in accordance with the law. [See CCGB(LEGAL) at Waiver of New Jobs Creation Requirement] If an applicant makes a waiver request subsequent to the original application, the Board may charge the applicant a fee to cover the costs of any consultant required by the Board in making the requisite finding. |
| Superintendent Responsibilities After Agreement | During the term of any agreement, the Superintendent shall ensure that all reporting requirements are met in a timely manner by the District and the applicant. The Superintendent is authorized to delegate this function to District consultants. |
| Statements Regarding Conflicts of Interest | Each Board member and any District employee who is a local government official under Local Government Code Chapter 176 Within 60 days after each Board election or appointment, each new Board member shall submit a conflict of interest statement confirming or denying the existence of a conflict of interest or a substantial business interest in each project that is the subject of an application, agreement, or amendment to an agreement with the District. Within This requirement to submit a conflict of interest statement within 60 days after each Board election or the appointment of a Board member, each new Board member shall complete also apply to any new District employee who is a statement. local government official under Local Government Code Chapter 176. The completed statements shall be retained by the District with each affected application or agreement. If a conflict or substantial interest exists, the appropriate disclosure forms shall be completed and filed as required by law. [See BBFA(LEGAL)] |

**Emergency
Operations Plan**

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

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

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

**Notice Regarding
Violent Activity**

~~4.~~ The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

**School Resource
Officers**

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

Jurisdiction

The jurisdiction of school resource officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authority and Duties

A school resource officer shall perform duties as described in the ~~agreement~~ MOU and as included in the District improvement plan and the Student Code of Conduct. Pursuant to the MOU, a school resource officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
8. Carry out all other duties in accordance with the MOU.

A school resource officer shall not be assigned routine classroom discipline or administrative tasks. Each school resource officer

shall receive at least the minimum amount of education and training required by law.

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~ [See CKE(LEGAL) and CKEC(LEGAL)]

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of
Employment Actions
An Termination
During Contract
Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period ~~in accordance with DCE(LEGAL).~~

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

Complaints

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

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as provided below:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with [the DIA series](#).
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with [the DIA series](#).
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with [the DIA series](#).
4. Complaints concerning instructional materials shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Direct Communication with Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Formal Process If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

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

Freedom from Retaliation

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

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.
[See DG]

Complaints against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaints alleging a violation of law by the Superintendent may be made directly to the Board or designee.

General Provisions

Filing

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

Response

At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

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| | <p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p> |
| Representative | <p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p> |
| Consolidating Complaints | <p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p> |
| Untimely Filings | <p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p> |
| Costs Incurred | <p>Each party shall pay its own costs incurred in the course of the complaint.</p> |
| Complaint Form | <p>Complaints under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, new documents may be submitted at the sole discretion of the District employee or official presiding over the grievance conference or appeal.</p> |

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

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

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

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

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

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

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

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

Level Two

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

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

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the employee at Level One and identified in the Level Two appeal notice. The Superintendent or designee may set reasonable time limits for the conference.

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

Level Three

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

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

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

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

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

General Education

Consistent with ~~TEA's~~the Texas Education Agency (TEA) *Student Attendance Accounting Handbook (SAAH)*, a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Special Education

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. ~~If a student is chronically ill, the student's admission, review, and dismissal (ARD) committee shall determine whether the~~The weeks of confinement need ~~to not~~ be consecutive.

~~If the ARD~~If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH*, and a student's individualized education program ~~(IEP)~~, as applicable.

Note: — For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see GMD and EFA.

~~The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.~~

Objectives

~~In this policy, “instructional resources” may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District’s educational program.~~

~~The Board shall rely on District professional staff to select and acquire instructional resources that:~~

- ~~1. — Enrich and support the curriculum, taking into consideration students’ varied interests, abilities, learning styles, and maturity levels.~~
- ~~2. — Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.~~
- ~~3. — Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.~~
- ~~4. — Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.~~
- ~~5. — Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.~~

Selection Criteria

~~In the selection of instructional resources, professional staff shall ensure that the resources:~~

- ~~1. — Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~2.— Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.~~
- ~~3.— Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.~~
- ~~4.— Are designed to help students gain an awareness of our pluralistic society.~~
- ~~5.— Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.~~
- ~~6.— For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.~~

~~Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDG(LOCAL).~~

~~Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.~~

Controversial Issues

~~District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]~~

Challenged Resources

~~A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.~~

Informal Reconsideration

~~The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~1.—The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.~~
- ~~2.—The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.~~
- ~~3.—If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.~~
- ~~4.—If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.~~

~~Formal
Reconsideration~~

~~A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.~~

~~The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.~~

~~All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.~~

~~Appeal~~

~~The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]~~

~~Guiding Principles~~

~~The following principles shall guide the Board and staff in responding to challenges of instructional resources:~~

- ~~1.—A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~2.— A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.~~
- ~~3.— Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.~~

~~The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.~~

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Reconsideration of
Instructional
Materials**

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the adminis-

trator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: For information related to the selection of instructional materials, see EFA.

**Collection
Development Policy**

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

In this policy, “library materials” may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District’s collection development purpose and goals.

Collection
Development Goals

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Selection and
Evaluation of
Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental
Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

A parent or guardian who wishes to access an online catalog shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

Protection from
Inappropriate
Material

Library materials shall not include “harmful material” as defined by Penal Code 43.24(a)(2); “obscene” material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration of
Library Material

A District employee or a parent or guardian of a District student may request the reconsideration of a library material maintained in the District's library program.

*Guiding
Principles*

The following principles shall guide the review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student's parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or adminis-

trator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

*Formal Request
for
Reconsideration*

The District shall make a form to request reconsideration of library material available in the District's administrative office.

If an employee or a parent or guardian of a District student wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*Reconsideration
Committee*

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

Appeal

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

Frequency of Review

After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Complaints

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

Other Complaint Processes

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

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

Notice to Students and Parents

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

General Provisions

Filing

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

Scheduling
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating
Complaints

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

Untimely Filings

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

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

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

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

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

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

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

Level Two

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

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

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

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

Level Three

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

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

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

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

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

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

Complaints

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

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with [the CKE series](#).

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

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

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

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

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

Freedom from Retaliation

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

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

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline. Upon written mutual agreement of both parties, responses may be sent by electronic communication to the individual's email address of record.

Days

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

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

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

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

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

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the

dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and
Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

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

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

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

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

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

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

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

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

Level Three

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

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

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

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

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

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

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: June 17, 2024

Agenda Item: N.6

Subject: First Reading of Proposed Revisions to Local Policy FC – School Attendance Areas

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

FC (Local)

C. Goal or Need Addressed:

Relationships with the news media and greater community.

D. Summary:

This adoption would change the recommended development process for creating attendance zones. Current local policy allows for the Board to consider empaneling a citizen-based attendance boundary committee. The proposed revisions remove the citizen committee buffer so that interested parties can communicate directly with the Board regarding proposed attendance zone changes. The Board in both the existing and proposed new policy retains full authority to establish attendance boundary zones.

Concerns regarding the committee process in the past include:

1. Volunteers, especially in controversial map cycles, are often overwhelmed at the level of passion or discord directed at them regarding potential map changes. In some cases, volunteers who have served on zoning committees have vowed not to serve on any future committees for any reason based on the experience with the zoning process.
2. The committee has no decision-making authority and if the Board must override the committee in the best interest of the district, the committee members are often understandably upset.

Concerns regarding the committee process in future cycles:

1. The district's demographer now charges for a person to attend after-hours committee meetings and so the ability to cost-effectively entertain live-data mapping is reduced. Splitting existing planning unit building blocks with the demographer is not possible in a live setting. This makes a committee map development process longer and less efficient because during committee meetings, much of the committee suggestions are guesses at best until scenarios can be confirmed or refuted days later with data.
2. The district will be entering an extremely fast-pace growth decade and the old committee process may not be as efficient, nor meaningful for parents and citizens who should be able to directly express their support or concerns for maps to the decision-making trustees.

What won't be changing:

1. The new policy will not eliminate public input, but rather improve it. Parents and citizens will still be able to attend public forums. The enhancement is that their ideas would no longer be filtered through a committee. They will be able to speak directly to the Board. Existing electronic "Zone Talk" features will also still be used for providing feedback without having to attend a forum.

E. Administrative Recommendation:

It is the recommendation of administration to adopt the proposed revisions to policy FC (Local) following a second reading on June 24, 2024.

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

Budget Bond Grant/Special Funds Other

No Cost/No Impact as recommended. If live mapping during a committee process is utilized, the cost could be several hundred dollars per meeting.

G. Suggested Motion:

No motion is required. This agenda item is brought for information only.

| | |
|--|---|
| Attendance Areas | <p>Attendance areas (also called attendance zones) for District schools shall be established by the Board.</p> <p>The purpose of establishing attendance areas shall be to:</p> <ol style="list-style-type: none">1. Maintain the neighborhood school concept;2. Prevent, reduce, and eliminate overcrowding;3. Allow for future growth;4. Keep distances traveled by students as short as possible;5. Minimize the need for student transportation; and6. Allow campuses to house students safely and provide adequate services to all students. |
| Student Assignment | <p>Students shall attend school in the attendance zone in which they reside unless enrolled in a magnet school, assigned to another school through an enrollment capping procedure or special program placement, assigned to another school for disciplinary reasons, or approved for continued enrollment or transfer at another campus.</p> |
| Temporary Student Assignment | <p>A student shall be allowed to attend a school other than the campus of the attendance area in which the student resides if all of the following criteria are met:</p> <ol style="list-style-type: none">1. The parent has entered into a contract to construct, purchase, or lease a residence in the requested attendance area and provides the District a copy of the executed contract;2. The parent and student shall begin occupying the residence during the school semester in which the temporary assignment is sought; and3. The parent can provide documented proof of the expected move-in or occupancy date. <p>A student who resides in another school district and who is allowed a temporary student assignment due to home construction, purchase, or lease shall be required to pay tuition from the first day of enrollment if the student does not occupy the new residence within the semester in which the temporary assignment was granted.</p> <p>A student who fails to meet move-in date requirements may be denied a continued temporary student assignment.</p> |
| Change of Student Residence Within District | <p>A student whose place of residence changes from one attendance area within the District to another attendance area within the District during the school year may be permitted to finish the school</p> |

year at the school in which the student began. In approving continued enrollment, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records. If the student wishes to continue enrollment beyond the school year, the student or parent must follow the policies and procedures that govern intradistrict transfers. [See FDB]

Change of Student Residence Outside of District

A student whose place of residence changes from within the District to another school district during the school year may be permitted to finish the semester at the school in which the student began. In approving continued enrollment, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records. If the student wishes to continue enrollment beyond the semester, the student must follow the policies and procedures that govern inter-district transfers and may be required to pay tuition. [See FDA]

Changing Attendance Area Boundaries

School attendance areas shall be kept as stable as possible. However, adjustments or changes shall be made whenever the District determines that there is a need to balance student loads among schools for efficient use of facilities or when it is determined to be in the best interest of the students involved. In considering attendance area changes, the best interests of all students in the District shall take precedence over the convenience or interest of students in any one school.

Attendance Zone Decision Principles

The following principles shall be among the factors considered in making attendance area changes where feasible:

1. Work toward common feeder patterns throughout the District.
2. Attempt to assign entire neighborhoods to the same school(s).
3. Consider students' proximity to campuses and promote safe and reasonable walking zones to encourage healthier students.
4. Utilize projected student enrollment and capacity as principle measures of determining efficient use of educational facilities.

4.5. Consider the purposes of establishing attendance zones as listed in this policy.

Attendance Zone Committee

~~The Board may take action regarding attendance zones without empaneling a committee or the Board may appoint a committee comprised of District parents, staff, or community members to study new attendance zone recommendations.~~

**Attendance Zone
Development
Process**

~~If the Board chooses to empanel an attendance zone committee prior to making boundary changes, each of the seven Board members shall appoint an equal number of individuals to serve on the committee.~~

~~The committee shall select a spokesperson to present information to the Board on behalf of the committee. The spokesperson may be selected at any time after the second meeting of the committee.~~

~~All attendance zone recommendations shall be considered using the attendance zone decision principles in this policy.~~

The Board may take action regarding attendance zones at its discretion. The following attendance zone development guidelines are codified in policy for convenience, but are not required:

1. If no students, or a number fewer than 10, live in a territory, the Board may take action to change a territory's attendance zones without any further process steps.~~the Board empanels an attendance zone committee, the following process provisions apply:~~
2. If more than 10 students live in a territory being considered for attendance zone changes, the following process steps are recommended:
 - a. The Board shall take action declaring its intent to begin a rezoning process.
 - b. District administration under the guidance of the district's demographer shall develop a minimum of two possible attendance zone maps, including demographic and other pertinent information for the ~~attendance zone committee's~~Board's consideration.
 - c. An announcement that the Board is seeking public input regarding proposed attendance zone changes at public forums and through written and digital feedback shall be publicized through available media and District communication resources. This policy does not require the District to purchase an advertisement for the purposes of soliciting public input. Principals of the schools affected shall assist in notifying area patrons.
 - d. The Board shall conduct at least two public forums to gather input regarding the proposed map recommendations prior to making decisions.

1. —

**Attendance Zone
Approval Process**

- ~~2.— Committee members shall study the maps and information and seek clarification of any questions they may have before developing a recommendation to provide the Board. The administration shall assist the committee in receiving written public input and communicating information regarding the development of a recommendation.~~
- ~~3.— The Board shall conduct at least two public forums to gather input regarding the committee recommendation. The forums shall be conducted at sites convenient to the patrons affected by the proposed changes.~~
- ~~4.— An announcement that the District is seeking public input regarding proposed attendance zone changes at public forums shall be publicized through available media and District communication resources. This policy does not require the District to purchase an advertisement for the purposes of soliciting public input. Principals of the schools affected shall assist in notifying area patrons.~~

Following study and discussion of the ~~attendance zone committee map~~ recommendations, ~~if applicable~~; consideration of feedback garnered from public forums, if applicable; consideration of any written feedback or comments, if applicable; and deliberation of any recommendations from the Superintendent, the Board shall take appropriate action with respect to the establishment of school attendance boundaries.

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

Date: June 17, 2024

Agenda Item: N.7

Board Goal: Community Relations

Subject: First reading of proposed Addition of Local Policy GBBA – News Media Relations

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
GBBA (Local)

Law or Rule

N/A

C. Goal or Need Addressed:

Relationships with the news media and greater community.

D. Summary:

This adoption would be a new local policy for Hays CISD, modeled after other districts that have a similar policy in place. The attached Hays CISD policy is a blend of language from other district, with additional language created by the Chief Communication Officer based on expertise with media relations. The policy would codify the district's current practices and philosophy so that the district's news media engagement process is enshrined in writing for members of the media and Hays CISD employees.

E. Administrative Recommendation:

It is the recommendation of administration to adopt the new policy following a second reading on June 24, 2024.

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

Budget

Bond

Grant/Special Funds

Other

G. Suggested Motion:

No motion is required. This agenda item is presented for information only.

SCHOOL COMMUNICATIONS PROGRAM
NEWS MEDIA RELATIONS

GBBA
(LOCAL)

The Board recognizes the role of the news media in informing the public concerning the District, which belongs to the public. Effective communication ensures citizen involvement and understanding.

The District seeks to encourage a positive relationship with the news media as part of a larger process of engagement with the public in conveying the District's mission, goals, and values. Therefore, it is essential for news media representatives to receive accurate, timely, and complete information.

The welfare of students, the integrity of the educational day, and transparent governmental operations while maintaining compliance with applicable laws governing student and employee information shall be the guiding influences in all decisions related to news media cooperation. Maintaining a safe and undisturbed environment on each campus, especially in the classroom, is imperative for learning.

The official spokesperson for the District shall be the Superintendent, Chief Communication Officer, or designee. The Board President shall be designated as the spokesperson for the Board. Individual Board members shall not speak on behalf of the entire Board unless designated by a majority of the Board to do so.

NEWS MEDIA
REQUESTS

All news media requests for District or campus information, interviews, comments, photographs, video, or statements shall be directed to the Chief Communication Officer, or designee.

SPORTS MEDIA
REQUESTS

Sports media requests for the limited purposes of covering games, competitions, and sports team feature stories may be directed to the Athletic Director, District Stadium Manager, Chief Communication Officer, or designee.

NEWS RELEASES

Official news releases and statements from the District or individual campuses shall be prepared and disseminated by the communications department.

COMMUNICATIONS
DURING A CRISIS

In any crisis situation affecting the District or an individual campus, the Superintendent, Chief Communication Officer, Chief Safety and Security Officer, or designee shall be the official District spokesperson and shall be responsible for all communication with the news media.

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

Date: June 24, 2024

Agenda Item: N.8

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: June 24, 2024

Agenda Item: N.9

Board Goal: Board/Staff/Community Relations

Subject: Quarterly Investment Report for the 4th Quarter of 2023-2024 Fiscal Year

Administrator Responsible/Position: Randy Rau, Chief Financial Officer

A. Purpose of Agenda Item:

Action Needed

Information Only

Receive Input

B. Authority for This Action

Local Policy - CDA

Law or Rule

N/A

C. Goal or Need Addressed:

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

D. Summary:

Previous board action relating to this item - Quarterly

Future action anticipated -

Background information – Quarterly Investment Report is attached

E. Administrative Recommendation:

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

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

Date: June 24, 2024

Agenda Item: O

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: June 24, 2024

Agenda Item: P

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 @ Hays CISD Academic Support Center - 5:30 pm
May 20, 2024 @ Hays CISD Academic Support Center - 5:30 pm

June 17, 2024 @ Hays CISD Academic Support Center - 5:30 pm
June 24, 2024 @ Hays CISD Academic Support Center - 5:30 pm

July 22, 2024 @ Hays CISD Academic Support Center – 5:30 pm