

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 August 19, 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 - Aug 19th
  1. Deliberation regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076
  2. Discussion of the purchase, exchange, lease, or value of real property pursuant to Tx. Gov't Code Section 551.072
- C. CLOSED SESSION - Aug 26th
  1. Deliberation regarding the Superintendent's recommendations for employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071
- D. RECONVENE IN OPEN SESSION - immediately following Closed Session
- E. 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.
- F. MISSION STATEMENT
  - The mission of Hays CISD is to educate, value, and nurture students through innovative and personalized educational experiences while celebrating our diversity.
- G. 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
- H. SUPERINTENDENT REPORT
- I. PUBLIC FORUM
  - 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.*

J.	CONSENT AGENDA	8
1.	Minutes of Board of Trustees Meetings	9
2.	Contracts, MOUs, and Agreements	
a.	Consideration and possible approval of the Memorandum of Understanding between Hays CISD and Hays County Sheriff's Office regarding School Resource Officers	14
b.	Consideration and possible adoption of a Resolution to recognize the 4-H Organization of Hays County as Hays CISD extracurricular activity and to name the Hays County Extension Agents as adjunct faculty members to supervise student activities	30
c.	Consideration and possible approval of a Memorandum of Understanding between Hays CISD and Communities in Schools for Services for the 2024-2025 School Year	35
3.	Consideration and possible approval of the List of Certified Appraisers for the 2024/2025 School Year	42
4.	Consideration and possible approval of the Student Code of Conduct for the 2024-2025 School Year	48
5.	Consideration and possible approval of the Student Health Advisory Committee Members	90
6.	Consideration and possible Acceptance of Certified Property Values for 2024 Tax Year	94
7.	Consideration and possible approval of Hays CISD Investment Officers for the 2024-2025 School Year	96
8.	Consideration and possible approval of Property, Liability, Automotive and Workers Compensation Insurance - TASB Risk Management	97
K.	ACTION ITEMS for August 26, 2024	
1.	Consideration and possible action, if any, resulting from closed session	
a.	Consideration and possible approval of the Purchase of Real Property	99
2.	Consideration and possible adoption of a Resolution to join Litigation regarding A-F Accountability System	100
3.	Consideration and possible approval of a Memorandum of Understanding between Hays CISD and Texas State University Dietetic Internship Program	103
4.	Consideration and possible action to enter into a collection contract with Linebarger Goggan Blair & Sampson, LLP to collect delinquent property taxes pursuant to TX Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48	110
5.	Consideration and possible action to adopt a memorandum approving a contract with Linebarger Goggan Blair & Sampson LLP for School Property Value Study Services	120
6.	Consideration and possible approval of a Proposed Defeasance and Redemption of a Portion of Outstanding Bonds	127
7.	Consideration and possible adoption of the 2024-2025 Tax Rate	129
8.	Consideration and possible approval of an agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)	131
9.	Consideration and possible grant of a Non-Exclusive Utility Easement to County Line Special Utility District for Ranch Road Wayside LLC at the Wayside Subdivision	134
10.	Consideration and possible approval of an Amendment of Interlocal Agreement with Hays Caldwell County ESD 1	151
11.	Review and possible adoption of the Hays CISD Board of Trustees Vision, Mission, Beliefs, and Social Contract	166
12.	Consideration and possible adoption of the Hays CISD Goals for 2024-2025	167
L.	INFORMATION ITEMS	
1.	Update on District Safety & Security Initiatives	168
2.	2024-2025 Appraisal Calendar and Timeline	169
3.	Update on District Bond, Construction, and Renovation Projects	173
M.	REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES	174
N.	RECAP OF QUESTIONS	175

O. UPCOMING BOARD MEETINGS

- August 26, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- September 16, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- TUESDAY**, September 24, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- October 21, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- October 28, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- TUESDAY**, November 12, 2024 @ Hays CISD Merideth Keller Board Room – 5:30 pm
- November 18, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- December 16, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- THURSDAY**, January 23, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- January 27, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- THURSDAY**, February 20, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- February 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- March 10, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm
- THURSDAY**, March 27, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- April 14, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- THURSDAY**, April 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- May 12, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm
- May 19, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- TUESDAY**, June 10, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- TUESDAY**, June 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
- July 21, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm

*Official Board of Trustees information may be obtained at [www.hayscisd.net](http://www.hayscisd.net)*

P. ADJOURN

This notice was posted in compliance with the Texas Open Meetings act on: Friday, August 16, 2024 at 2:30 PM

EXCEPTIONS FOR CLOSED MEETINGS	The Board may conduct a closed meeting for the purpose described in the following provisions.
ATTORNEY CONSULTATION	1. The Board may conduct a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings. <i>Gov't Code 551.071</i> [See BE for permissible methods of communication for attorney consultations.
REAL PROPERTY	2. The Board may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.072</i>
PROSPECTIVE GIFT	3. The Board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the District if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.073</i>
PERSONNEL MATTERS	4. The Board is not required to conduct an open meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, the Board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. <i>Gov't Code 551.074</i>  The closed meeting exception for personnel matters does not apply when the Board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when the Board discusses a class or group of employees, not a particular employee. <i>Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)</i>
EMPLOYEE- EMPLOYEE COMPLAINTS	The Board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a District employee by another employee and the complaint or charge directly results in the need for a hearing. However, the Board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. <i>Gov't Code 551.082</i>
STUDENT DISCIPLINE	5. The Board is not required to conduct an open meeting to deliberate in a case involving discipline of a public school child. However, the Board may not conduct a closed meeting for this purpose if the child's parent or guardian makes a written request for an open hearing. <i>Gov't Code 551.082</i>
PERSONALLY IDENTIFIABLE STUDENT INFORMATION	6. The Board is not required to conduct an open meeting to deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation.  Directory information about a public school student is considered to be personally identifiable information about the student for this purpose only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed the District that the directory information should not be released without prior consent. [See FL]  This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.  <i>Gov't Code 551.0821</i>
MEDICAL OR PSYCHIATRIC RECORDS	7. A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate: <ul style="list-style-type: none"><li>a. The medical records or psychiatric records of an individual applicant for a benefit from the plan; or</li><li>b. A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan.</li></ul> <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"><li>a. The deployment, or specific occasions for implementation, of security personnel or devices; or</li><li>b. A security audit.</li></ul> <i>Gov't Code 551.076</i>

ASSESSMENT INSTRUMENTS	9. The Board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. <i>Education Code 39.030(a)</i>
EMERGENCY MANAGEMENT	10. The Board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, relating to Homeland Security. However, the Board must make a tape recording of the proceedings of a closed meeting held to deliberate the information. <i>Gov't Code 418.183(f)</i>
ECONOMIC DEVELOPMENT NEGOTIATIONS	11. The Board is not required to conduct an open meeting: <ul style="list-style-type: none"> <li>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</li> <li>b. To deliberate the offer of a financial or other incentive to such a business prospect.</li> </ul> <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: August 19, 2024**

**Agenda Item: H**

**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: August 19, 2024

Agenda Item: I

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: August 26, 2024

Agenda Item: J

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. Contracts, MOUs, and Agreements
  3. List of Certified Appraisers for 24/25 SY
  4. Student Code of Conduct for 24/25 SY
  5. Student Health Advisory Committee Members for 24/25 SY
  6. Acceptance of Certified Property Values for 24/25 SY
  7. Hays CISD Investment Officers for 24/25 SY
  8. Property, Liability, Automotive and Workers' Compensation Insurance – TASB Risk Management

**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: August 26, 2024

Agenda Item: J.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 July 22, 2024 and July 31, 2024 Board meetings 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 July 22, 2024 and July 31, 2024 Board meetings, as presented.

# Minutes of Regular Meeting July 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](http://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, July 22, 2024 beginning at 5:30 PM in the Meredith Keller Board Room at 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, and to deliberate regarding the Superintendent's recommendations for employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071.

### RECONVENE IN OPEN SESSION

Board Vice President Raul Vela called the Board back to order to reconvene in open session at 6:45 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 Geoff Seibel read the Hays CISD Board of Trustees Social Contract.

### SUPERINTENDENT REPORT

Superintendent Dr. Wright addressed the Board to share slides, provide professional development updates, and note that the first day of school is scheduled for August 13, 2024.

### PUBLIC FORUM

There were no guests present wishing to address the Board of Trustees.

### CONSENT AGENDA

Board President Raul Vela introduced the consent agenda item and 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 by 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 purchase of web filtering services, alerts, and classroom management for Hays CISD Chromebooks - Lightspeed

Consideration and possible approval of the purchase of demographic services – Population and Survey Analysts

#### ACTION ITEMS

Consideration and possible action, if any, relating to Closed Session

Consideration and possible approval of the Superintendent's recommendation for contractual employment of Assistant Principals at Tom Green Elementary and Johnson High School

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ assistant principals at Tom Green Elementary School and Johnson High School, as discussed. Board Secretary Vanessa Petrea moved and Trustee Courtney Runkle seconded the motion. There was no further discussion, and the motion passed by a vote of 7-0. Dr. Eric Wright introduced the new Tom Green Elementary School Assistant Principal as Clarissa Arredondo. He then introduced the new Johnson High School Assistant Principal as Christine Velasquez.

Consideration and possible approval of the purchase of a Cybersecurity Platform

Board President Raul Vela introduced this agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the purchase of a cybersecurity platform for an amount not to exceed \$236,300, as discussed. Board Secretary Vanessa Petrea moved and Trustee Courtney Runkle seconded the motion. There was no further discussion, and the motion passed by a vote of 7-0.

Consideration and possible approval of the purchase of SMARTtag Upgrade and Annual Renewal for Transportation – Secured Mobility dba SMARTtag

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees consider and approve the upgrade and renewal of SMARTtag from Secured Mobility for an amount not to exceed \$354,418, as presented. Board Vice President Byron Severance moved and Board Secretary Vanessa Petrea seconded the motion. Max Cleaver, Chief Operations Officer, and Cassandra Behr, Director of Transportation, responded to questions and feedback from Trustee Courtney Runkle, Board Secretary Vanessa Petrea, Trustee Johnny Flores, Board Vice President Byron Severance, and Board President Raul Vela. There was no further discussion, and the motion passed with a vote of 7-0.

Consideration and possible approval of the Assignment of Professional Services for 2023 Bond Construction Vendors

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve multiple vendors to facilitate the purchase of professional services for construction vendors on 2023 Bond projects for an amount not to exceed \$995,000, as presented. Max Cleaver, Chief Operations Officer, responded to questions and feedback from Board Vice President Byron Severance and Board Secretary Vanessa Petrea. The vendor "Spot on Surveying" was added to the list of approved vendors in the summary section of the board transmittal. Trustee Esperanza Orosco moved to amend the motion and Board Secretary Vanessa Petrea seconded the motion. The motion to amend the first motion was approved by a vote of 7-0. Board President Raul Vela read the amended motion that the Hays CISD Board of Trustees approve multiple vendors to facilitate the purchase of professional services for construction vendors on 2023 Bond projects for an amount not to exceed \$995,000, as discussed. Board Secretary Vanessa Petrea moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the amended motion passed with a vote of 7-0.

Consideration and possible endorsement of an individual to serve on the TASB Board of Directors – Region 13, Place C

Board President Raul Vela introduced the agenda item to begin discussion. Trustee Courtney Runkle nominated Kathy Major of Liberty Hill ISD. Mr. Vela read the suggested motion that the Hays CISD Board of Trustees endorse Kathy Major to serve on the TASB Board of Directors, Region 13, Position

C. Courtney Runkle 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

##### Update on Safety and Security Initiatives in the District

Jeri Skrocki, Chief Safety & Security Officer, responded to questions and feedback from Trustee Johnny Flores, Board Secretary Vanessa Petrea, Board Vice President Byron Severance, Trustee Geoff Seibel, and Trustee Courtney Runkle.

##### Update on Bond, Construction, and Renovation Projects

Max Cleaver, Chief Operations Officer, responded to questions and feedback from Board Vice President Byron Severance, Trustee Esperanza Orosco, Trustee Johnny Flores, Board Secretary Vanessa Petrea, and Trustee Courtney Runkle.

#### REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Trustee Johnny Flores requested a list of community service/volunteer opportunities for Hays CISD students.

#### 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 Wednesday, July 31, 2024. No further business was conducted, and the meeting was adjourned at 8:11 PM.

# Minutes of Regular Meeting July 31, 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](http://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 Wednesday, July 31, 2024 beginning at 6:00 PM in the Meredith Keller Board Room at 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 6:00 PM. All members of the Board were present.

### CLOSED SESSION

The Board adjourned to Closed Session at 6:00 PM to prepare the summative evaluation document for Superintendent, and to deliberate and discuss results of evaluation, contract, and compensation with Superintendent.

### RECONVENE IN OPEN SESSION

Board Vice President Raul Vela called the Board back to order to reconvene in open session at 9:42 PM.

### PUBLIC FORUM

There were no guests present wishing to address the Board of Trustees.

### ACTION ITEMS

Consideration and possible action, if any, relating to Closed Session

Consideration and possible approval of Superintendent's contract extension and compensation

Board President Raul Vela introduced the agenda item and moved that the Hays CISD Board of Trustees approve the Superintendent's contract extension and compensation, as discussed and presented. Trustee Courtney Runkle seconded the motion. Mr. Vela read a statement aloud.

There was no further discussion, and the motion passed with a vote of 7-0. Dr. Eric Wright, Superintendent, expressed gratitude to the Board.

### REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

There were no requests for information from the Board of Trustees

### ADJOURN

Board President Raul Vela announced that the next meeting is scheduled for Monday, August 19, 2024. No further business was conducted, and the meeting was adjourned at 9:46 PM.

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

Date: August 26, 2024

Agenda Item: J.2a

Board Goal: Safety and Security

Subject: Consideration and possible approval of the renewal of an Interlocal Agreement between Hays CISD and Hays County for School Resource Officers

Administrator Responsible/Position: Jeri Skrocki, Chief Safety and Security Officer

**A. Purpose of Agenda Item:**

Action needed                       Information only                       Receive input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       N/A

**C. Summary:**

The Hays County Sheriff's Office (HCSO) has provided Sheriff's deputies assigned to Hays CISD campuses as SROs. The proposed agreement will assign twelve (12) full-time deputies to provide the law enforcement services described in the agreement.

**D. Comments Received:**

Cabinet       DLT       FBOC       Teacher Org. Reps.       Other -

**E. Fiscal Impact and Cost:    Amount: \$1,684,340 (Annualized Cost plus optional 4<sup>th</sup> Quarter, MOU Exhibit B)**

Budget       Bond       Grant/Special Funds       Other

Prior Year Spending - \$1,409,226 Approved July 26, 2023

Future/Ongoing -

**F. Monitoring and Reporting Time Line:**

Person responsible for evaluating this decision or action— Jeri Skrocki, Chief Safety and Security Officer

Evaluation method and time line

Next report to the board -

**G. Suggested Motion:**

I move that the Hays CISD Board of Trustees approve the interlocal agreement between Hays CISD and the Hays County for school resource officers for an amount not to exceed \$1,684,340, as presented.

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE  
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between Hays Consolidated Independent School District (“Hays CISD”), a political subdivision acting through its Board of Trustees, and Hays County, Texas (“Hays County”), a political subdivision of the State of Texas. Collectively, Hays CISD and Hays County may be referred to individual as a “Party” or collectively as the “Parties.”

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

**WHEREAS**, Hays CISD is a public-school district with campuses located within the jurisdictional boundaries of Hays County where the Hays County Sheriff’s Office (“HCSO”) presently provides law enforcement services;

**WHEREAS**, Hays CISD and Hays County each find that contracting for and with respect to the governmental services described herein will result in increased efficiency, economy, and enhanced public safety for the constituents of both Hays CISD and Hays County;

**WHEREAS**, Hays CISD and Hays County warrant that both possess adequate legal authority to enter into this Interlocal Agreement and their respective governing bodies have authorized each signatory official to enter into this Agreement and bind the local governments to the terms of this Agreement and any subsequent amendments hereto;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

**Article 1**

**LEGAL AUTHORITY AND PURPOSE**

- 1.1 The legal authority for Hays County and the Hays CISD to enter into this agreement is the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose, terms, rights, and duties of the parties are stated below.
- 1.2 The purpose of this Agreement is to set forth guidelines to ensure that Hays County and Hays CISD have a shared understanding of the role and responsibility of each in maintaining safe schools, improving climate, and supporting educational opportunities for all students.
- 1.3 The mission of the school resource officer (“SRO”) program is to place a community law enforcement officer in the Hays CISD campuses to build working relationships with schools, students, and parents; to address on-site security; to maintain safe schools; to serve as a positive role-model for students; and to provide a direct link with the HCSO. The breakdown of SRO placement can be found in **Exhibit A**.

**Article 2**  
**SRO PROGRAM STRUCTURE**

- 2.1 Under this framework, the SROs are first and foremost law enforcement officers for Hays County. The SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the HCSO. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SROs. Enforcement of the Student Code of Conduct is the responsibility of teachers and administrators. The SROs shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.
- 2.2 Although the SROs have been placed in a formal educational environment, the SROs retain official duties of law enforcement officers. The SROs shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations may be issued, and arrests made when appropriate and in accordance with Texas law and HCSO policy. The SROs or the HCSO will have the final decision on whether criminal charges shall be filed. The HCSO reserves the right to remove temporarily the SROs in the event that additional officers are needed during a critical incident, natural disaster or for immediate service of public safety.
- 2.3 The SROs are not formal counselors or educators and will not act as such. However, with the agreement of Hays County, the SROs may be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the school. The SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education, search and seizure, motor vehicle and criminal law to formalized academic classes. The SROs may use these opportunities to build rapport between the students and the staff.
- 2.4 The SROs will confer with the principal or other appropriate administrator, as needed, to develop plans and strategies to prevent and/or minimize dangerous situations and criminal activity on or near the campus or involving students at school-related activities.

**Article 3**  
**GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1 Hays County agrees to perform any obligations required to maintain the SROs as commissioned law enforcement officers with full Texas peace officer status; including but not limited to, providing the SROs with any and all continuing training necessary to maintain their TCOLE certification and their assignment as a school-based law enforcement officer.
- 3.2 The SROs assigned to Hays CISD shall be subject to the decision of the HCSO. Hays CISD understands that Hays County or the HCSO may rotate or change any officer assigned to serve as an SRO. If for some reason Hays CISD has a substantial issue with an SRO assigned, they may communicate that to the HCSO for them to take into consideration.

- 3.3 Any properly licensed officer providing SRO services under this Agreement shall be vested with all powers, privileges, and immunities of a peace officer within all territory contained in the boundaries of Hays CISD and while on any property under the control and jurisdiction of Hays CISD or otherwise in the performance of his/her duties under the guidelines of Hays CISD policies and regulations.
- 3.4 Hays County will authorize the SROs to carry a weapon and act as a peace officer at all times, so long as the officer is acting under his/her official capacity. Likewise, Hays CISD specifically authorizes each SRO to carry a weapon in performing services at all schools and property within Hays CISD. When not on duty as SROs, the officers' rights to carry a firearm will be governed by provisions and rules set forth by TCOLE, Hays County, the HCSO, the Texas Association of School Boards ("TASB"), and any applicable Hays CISD policies.
- 3.5 As Hays County employees, any disciplinary action taken against the SROs shall follow the policy and procedure set forth in the employee handbook of Hays County or procedures of the HCSO.
- 3.6 Hays CISD will report all required student misconduct to the HCSO in accordance with Texas Education Code § 37.015. Hays County, through the HCSO, will make all reports regarding students as required by Texas Code of Criminal Procedure Art. 15.27.
- 3.7 Subject to its obligations under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, Hays CISD agrees to provide the SROs with: (a) unrestricted access to student and personnel records as necessary for the investigation of criminal offenses that occur on school property or in conjunction with a school event or activity, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Hays CISD, including surveillance cameras, to provide for safety and security. SROs shall be designated as "school officials" under Hays CISD policies for purposes of access to student records to enable the SROs to perform the duties set out in this Agreement.
- 3.8 The Parties shall each monitor, review and provide oversight and supervision of the services as they are provided and each agree to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service or performance issue becomes unsatisfactory.
- 3.9 The Parties recognize that the services to be provided by Hays County may be limited to the extent that said services conflict with or compromise Hays County's ability to provide effective law enforcement services to Hays County generally; and, should a conflict arise between the policies of Hays CISD and Hays County, Hays County's policy shall prevail. The Parties agree to work in good faith to resolve conflicts with their best reasonable efforts; however, should such conflicts occur which prevent Hays County from meeting its obligations under this Agreement, Hays County acknowledges such conflict constitutes good cause to terminate the Agreement.

- 3.10 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. Information will only be released by a Party in accordance with established law and its existing policies and procedures.
- 3.11 Nothing in this Agreement prevents Hays CISD from continuing its practice of hiring off-duty police officers to provide security at sporting events, after-hour activities, or other events. This Agreement shall not govern off-duty peace officers hired for these purposes; rather the HCSO policy regarding off-duty employment shall govern.

**Article 4**  
**SPECIFIC DUTIES AND RESPONSIBILITIES**

**Hays County through the HCSO SRO program establishes that:**

- 4.1 The ultimate goal of the SRO is to maintain a peaceful educational environment that allows the learning process to continue uninterrupted.
- 4.2 The SRO will conduct themselves in a manner that exemplifies a positive role model to students and maintain good relations with the school community.
- 4.3 The SRO will wear and/or utilize the Sheriff's Office issued uniform with all the normal accessories and equipment during their duty hours.
- 4.4 The SRO will respond to calls for service during the course of the regular school day or when serving in support of an official Hays CISD extracurricular or after-school activity.
- 4.5 The SRO will patrol areas within or in the vicinity of the geographical boundaries of Hays CISD to protect all students, personnel, and visitors. The SRO will remain highly visible throughout the campus yet be unpredictable in their movements to maintain order, prevention, awareness, intervention and disruptions.
- 4.6 The SRO will remain on their assigned school campus(es) and attend to school activities during their duty hours. Responses to Hays County law enforcement calls are to be limited to extreme emergencies and observation of criminal acts. The SRO shall notify campus administrators upon departure and return when responding to such calls, circumstances permitting.
- a. This does not apply to the "patrol" activities of the roving SRO for the elementary school setting.
- 4.7 The SRO will engage in all law enforcement activities arising from the enforcement of criminal laws or civil situations, including, but not limited to, responding immediately to a crisis situation, intervening in and investigating alleged crimes, preparing reports, security monitoring and consulting, issuing citations, enforcing court orders, transporting arrested persons, completing follow-up activities, filing of affidavits and complaints, and participating in legal proceedings resulting from the law enforcement services provided in accordance with this Agreement.

- 4.8 The SRO shall not be involved in searches conducted by school officials or compelled to search on behalf of Hays CISD. The SRO may provide presence for safety or exigent circumstance criteria. In the event that illegal contraband is discovered via a district search, it will be immediately released to the SRO.
- 4.9 The SRO will assist school officials in school safety projects, scheduling, major event planning, drills and simulations related to crises management, emergency response, and threat mitigation.
- 4.10 The SRO will provide traffic direction and control as needed, and as deemed appropriate by the SRO.
- 4.11 Hays CISD and Hays County agree that canine contraband services will be conducted by a third party. The third-party canine handler will coordinate with the Hays CISD Office of Safety & Security to plan dates for the canine searches. The procedures for the searches will be determined by the third-party canine search provider. The SRO and a representative of Hays CISD will accompany the outside service providers during random canine searches conducted on Hays CISD property.
- 4.12 Pursuant to Section 37.115 of the Texas Education Code (Threat Assessment and Safe and Supportive School Program and Team), the SRO will serve on the campus threat assessment team for the purpose of assisting in assessing students who make threats of violence and exhibit harmful, threatening or violent behavior, as defined by law. In this capacity, the SRO will assist the team in providing, gathering, and analyzing data to determine the level of risk and appropriate intervention for a student and assist in providing guidance to students or school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community or individual.
- 4.13 The SRO may assist Hays CISD with its Emergency Operation Plan.
- 4.14 The SRO will remain compliant with Hays CISD policies, regulations, rules and guidelines while completing their duties and remain physically located on Hays CISD property in accordance with this Agreement to the extent that they do not contradict their duties as law enforcement officers.
- 4.15 The SRO will attend campus meetings, briefings and training as requested by the campus/district administration, when possible.
- 4.16 The SRO will prepare reports and documentation related to events occurring within the geographic boundaries of Hays CISD, to the extent such information is required by law or Hays CISD policy or HCSO procedures. This information will be provided in a monthly statistical report format that is agreed upon by the parties. Hays CISD and Hays County shall maintain records of every campus-based incident resulting in police involvement.

- 4.17 If it is necessary to question or interview a student at school for any purpose other than a child abuse investigation, all law enforcement agencies and SROs will contact the campus principal of the student's campus. As provided by Hays CISD policies, the principal will:
- a. Verify and record the identity of the officer or other authority and request an explanation of the need to interview the student at school.
  - b. Make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the SRO/designee raises what the principal considers to be a valid objection to the notification, the parent shall not be notified.
  - c. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer presents what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.
- 4.18 The SRO will notify the campus and district administration in advance, whenever possible, regarding an absence. When circumstances don't allow this, the notice should be given as soon as possible for district planning. The County will make every effort to provide for replacement officers for those times when the SRO assigned pursuant to this agreement is absent due to training, extended sick time, vacation time, FMLA, workers compensation, etc. *Routine absences may not be covered due to staffing demands within the Sheriff's Office.*
- 4.19 The SRO and Hays CISD will coordinate, whenever practical, investigation procedures and actions.

**The Hays CISD, as established through this Agreement, shall:**

- 4.20 Assume control of all campus management and activities.
- 4.21 Provide training and guidance to the SRO for any campus activities.
- 4.22 Provide access to Hays CISD records, systems and otherwise confidential information for the specific purpose of investigating a potential criminal violation that occurred on campus or to complete a report for an incident that occurred off-campus but is reported to the SRO as part of their duties.
- 4.23 If a student at school is arrested or taken into custody by an SRO, the principal shall immediately notify the Superintendent or their designee and ordinarily notify the parent or other person having lawful control of the student. If the SRO raises what the principal considers to be a valid objection to notifying the parent at that time, the principal shall not notify the parent. Hays CISD shall receive notification of the incident from the HCSO within the timeframe required by law and of the disposition of the individual to the extent allowed by law.
- 4.24 Provide a reasonable opportunity to address district officials, administrators, teachers, parents and students regarding the SRO program, goals and objectives.
- 4.25 Seek input and collaborate with the SRO regarding criminal justice programs relating to students and security issues.

- 4.26 Notify the SRO or SRO supervisor as soon as reasonably possible when school personnel or students discover weapons, drugs, alcohol or illegal contraband on HAYS CISD property. All items will be immediately released to the custody of the SRO pursuant to their rules and policy.
- 4.27 Report to the SRO any violations of law or criminal offenses for proper collaboration of investigative actions.
- 4.28 Complete all requests for information, reports, statements, etc. requested by the SRO for purposes of a campus law enforcement investigation.
- 4.29 Collaborate with SRO regarding any security issues or restrictive access to the campus property involving "Criminal Trespass" to ensure both parties have prompt access to the information.
- 4.30 Supply necessary information regarding the campus safety, traffic plan and any additional information needed to complete the desired tasks. (This information is disseminated at the discretion of the campus administration.)
- 4.31 Not involve the SRO in ordinary campus discipline. SROs' input may be sought at the discretion of the campus administration. Disciplining students is an administrative school district responsibility.
- 4.32 Not request an SRO to participate in campus activities in which they have not been trained and approved to complete during their scheduled hours. The approval includes their immediate chain of command and their designated campus administrators.
- 4.33 Notify the Hays CISD designee and the SRO supervisor in the event of any issues, complaints or concerns regarding the SRO, their behavior or performance. This may include a written summary of the incident.

**Article 5**  
**FINANCIAL RESPONSIBILITIES & EQUIPMENT**

- 5.1 SROs are employees of Hays County, by and through the HCSO, and are not employees of the Hays CISD. Hays County shall provide the SROs with all wages, salaries, or other compensation, and benefits of similarly-situated and classified employees of Hays County. Hays County shall also be directly responsible for the payment of all payroll taxes, bond costs, retirement contributions, social security taxes, if any, and all other payroll expenses, with the exception of overtime as detailed in Section 5.2 below.
- 5.2 Hays CISD shall be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in **Exhibit B**.
- 5.3 Hays CISD shall pay Hays County at the rates set forth in **Exhibit B** for the actual time spent by any substitute deputy as if they were the standard assigned deputy.

- 5.4 Hays County shall invoice Hays CISD quarterly for the services rendered within thirty (30) days of the completion of the quarter. Hays CISD shall pay Hays County for the services rendered within thirty (30) days of the date that the invoice is received by Hays CISD.
- 5.5 The Parties acknowledge that the cost to Hays County of providing the services described herein may change over time. Hence, the Parties agree that Hays County may change the monthly compensation rates for officers' progression within their merit-based steps in accordance with the Hays County Collective Bargaining Agreement without giving a Notice of Rate Change for each officers' movement within the pay scale. However, if Hays County changes the merit-based step ranges, Hays County shall give Hays CISD a written Notice of Rate Change at least sixty (60) days prior to the effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs as set forth in Exhibit B. If Hays CISD does not desire to continue to receive services at the rates stated in the Notice of Rate Change, it may terminate this Agreement or negotiate a mutually-agreed-upon rate change prior to the effective date of the rate change by giving Hays County written notice. If Hays CISD does not terminate this Agreement or negotiate a mutually-agreed-upon modification to the rate change, Hays CISD will be deemed to have accepted the rate change and shall pay the rates stated in the Notice of Rate Change for any services provided by the HCSO pursuant to this Agreement on or after the effective date of the rate change.
- 5.6 Fourth quarter services may be requested by Hays CISD to Hays County during the summer months of June and July. These services will be requested by Hays CISD at least sixty (60) days prior to the start date of coverage. Payment for services will follow the same billing guidelines indicated above. Payment for these services will be based on the number of hours worked for that time period and will not reflect a full quarterly billing encumbrment. The invoice and payment will be paid based on the officer assigned and the days worked.
- 5.7 Hays CISD will pay for any additional SRO training that Hays CISD may require unrelated to TCOLE training requirements.
- 5.8 The Parties agree to provide the following equipment and materials to the SROs:
- a. At its own cost, Hays County shall furnish the SROs with all equipment routinely assigned to law enforcement personnel who serve Hays County. Hays County will maintain and service all equipment used by the SROs in providing services to Hays CISD. Equipment includes, but is not limited to, uniforms, computers and computer equipment specific to HCSO record-keeping systems, firearms, radios, and all other devices used by Hays County law enforcement personnel in the performance of their duties. Hays County will also provide a fully equipped patrol car to each SRO. Hays CISD shall fund the County, in accordance with Exhibit B, for costs related to vehicle maintenance and fuel for such patrol car(s).
  - b. Hays CISD will provide the SROs with office space on school property, a telephone, a Hays CISD computer utilized to access the Hays CISD system records, and other office equipment to perform duties under this Agreement, and as mutually agreed by the Parties. Hays CISD will provide the SROs with a map and personnel roster for each campus and Central Office.

- c. Hays County will provide the SROs with access to its facilities as needed to conduct law enforcement business regarding the securing of evidence in crimes and interviewing individuals in connection with a criminal investigation into crimes conducted on school property on in conjunction with a school event or activity.

**Article 6**  
**RELATIONSHIP BETWEEN THE PARTIES**

- 6.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The relationship of Hays CISD and Hays County shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
- 6.2 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venture, or any other similar such relationship.
- 6.3 Officers employed by Hays County and assigned by Hays County to serve as SROs at Hays CISD are and will remain employed by Hays County.
- 6.4 HAYS COUNTY SHALL HAVE NO LIABILITY WHATSOEVER FOR OR WITH RESPECT TO HAYS CISD'S USE OF ANY HAYS CISD PROPERTY OR FACILITY, OR THE ACTIONS OF, OR FAILURE TO ACT BY, ANY EMPLOYEES, SUBCONTRACTORS, AGENTS OR ASSIGNS OF HAYS CISD. HAYS CISD COVENANTS AND AGREES THAT:
  - a. HAYS CISD SHALL BE SOLELY RESPONSIBLE, AS BETWEEN HAYS CISD AND HAYS COUNTY AND THE AGENTS, OFFICERS AND EMPLOYEES OF HAYS COUNTY, FOR AND WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR WITH RESPECT TO ANY ACT, OMISSION, OR FAILURE TO ACT BY HAYS CISD OR ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS, WHILE ON HAYS CISD PROPERTY OR WHILE USING ANY HAYS CISD FACILITY OR PERFORMING ANY FUNCTION OR PROVIDING OR DELIVERING ANY SERVICE UNDERTAKEN BY HAYS CISD PURSUANT TO THIS AGREEMENT.
  - b. FOR AND WITH RESPECT TO THE SERVICES TO BE PROVIDED BY HAYS COUNTY TO HAYS CISD PURSUANT TO THIS AGREEMENT, HAYS CISD HEREBY CONTRACTS, COVENANTS, AND AGREES TO OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT, DURING THE TERM OF THIS AGREEMENT, A POLICY OR POLICIES OF INSURANCE, OR RISK POOL COVERAGE, REASONABLY EXPECTED TO INSURE HAYS CISD AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND AGAINST ANY CLAIM, CAUSE OF ACTION OR LIABILITY ARISING OUT OF OR FROM THE ACTION, OMISSION, OR FAILURE TO ACT BY HAYS CISD, ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS IN THE COURSE OF THEIR DUTIES.

- 6.5 HAYS CISD SHALL HAVE NO LIABILITY WHATSOEVER FOR OR WITH RESPECT TO HAYS COUNTY'S USE OF ANY HAYS COUNTY PROPERTY OR FACILITY, OR THE ACTIONS OF, OR FAILURE TO ACT BY, ANY EMPLOYEES, SUBCONTRACTORS, AGENTS, OR ASSIGNS OF HAYS COUNTY. HAYS COUNTY COVENANTS AND AGREES THAT:
- a. HAYS COUNTY SHALL BE SOLELY RESPONSIBLE, AS BETWEEN HAYS COUNTY AND HAYS CISD AND THE AGENTS, OFFICERS, AND EMPLOYEES OF THE HAYS CISD, FOR AND WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR WITH RESPECT TO ANY ACT, OMISSION, OR FAILURE TO ACT BY HAYS COUNTY OR ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS, WHILE ON HAYS COUNTY PROPERTY OR WHILE USING THE ANY OF HAYS COUNTY'S FACILITIES OR PERFORMING ANY FUNCTION OR PROVIDING OR DELIVERING ANY SERVICE UNDERTAKEN BY THE HAYS COUNTY PURSUANT TO THIS AGREEMENT.
  - b. FOR AND WITH RESPECT TO THE SERVICES TO BE PROVIDED BY THE HAYS COUNTY TO HAYS CISD PURSUANT TO THIS AGREEMENT, HAYS COUNTY HEREBY CONTRACTS, COVENANTS, AND AGREES TO OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT, DURING THE TERM OF THIS AGREEMENT, A POLICY OR POLICIES OF INSURANCE, OR RISK POOL COVERAGE, IN THE AMOUNTS SUFFICIENT TO INSURE HAYS COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, OR LIABILITY ARISING OUT OF OR FROM THE ACTION, OMISSION, OR FAILURE TO ACT BY HAYS COUNTY, ITS AGENTS, OFFICERS, EMPLOYEES, AND SUBCONTRACTORS IN THE COURSE OF THEIR DUTIES.
- 6.6 It is specifically agreed that, as between the Parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement.
- 6.7 Each party hereto reserves and does not waive any immunity or defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under the Agreement. Neither Hays CISD nor Hays County waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or sovereign immunity under the laws of the State of Texas on behalf of itself, its trustees, council members, officers, employees, and agents.
- 6.8 No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Hays County nor Hays CISD shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided herein or by law. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

6.9 Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of any of Hays County or Hays CISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. Save and except only as specifically provided in this Agreement, all governmental functions and services traditionally provided by Hays CISD, and all governmental and proprietary functions and services traditionally provided by Hays County, shall be and remain the sole responsibility of each such party.

**Article 7**  
**TERM**

- 7.1 The initial term of this Agreement shall commence on August 1, 2024, and continue through July 31, 2025, and shall automatically renew for annual terms commencing on August 1<sup>st</sup> thereafter, unless terminated earlier, in writing, by either party.
- 7.2 This Agreement may be terminated at any time by either Party, without cause, by giving the other party a minimum of ninety (90) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.
- 7.3 In the event the Parties are unable to reach a mutual agreement on the terms of the Agreement by August 1<sup>st</sup> of the annual term, any Party will have cause to terminate its participation in the Agreement by giving the other Party a minimum of thirty (30) days written notice of its intention to terminate, such notice to be delivered by hand or U.S. Certified Mail to the other party.

**ARTICLE 8**  
**NOTIFICATIONS**

8.1 All correspondence and communications regarding this Agreement shall be directed to:

HAYS COUNTY  
Attn: County Judge  
111 E. San Antonio Street, Suite 300  
San Marcos, TX 78666

HAYS CISD  
Attn: Superintendent of School  
21003 IH 35  
Kyle, TX 78640

With copy to:

Hays County Sheriff's Office  
Attn: Captain—LE Bureau  
810 S. Stagecoach Trail  
San Marcos, TX 78666

8.2 Notices provided pursuant to this Agreement must be in writing and hand-delivered or sent by certified mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**HAYS COUNTY, TEXAS**

By \_\_\_\_\_  
Ruben Becerra, Judge, Hays County

By \_\_\_\_\_  
Gary Cutler, Sheriff, Hays County

**ATTEST:**

By \_\_\_\_\_  
Elaine Cardenas, Clerk, Hays County

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
Mr. Raul Vela, President, HCISD School Board

By \_\_\_\_\_  
Dr. Eric Wright, HCISD Superintendent

**ATTEST:**

By \_\_\_\_\_  
Ms. Vanessa Petrea, Secretary, HCISD School Board

**EXHIBIT A**  
**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE**  
**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY**

Campus/SRO Assignments:

Hays County will provide TWELVE (12) full-time deputies assigned to provide the law enforcement services as School Based Law Enforcement (SBLE) School Resource Officers (SRO) described herein and that these deputies shall be assigned to areas as agreed upon by the Sheriff's Office and HCISD, as set forth below:

- a. Two (2) deputies will divide their time between Hays High School and Live Oak Academy
- b. Two (2) deputies assigned to Johnson High School
- c. Two (2) deputies assigned to Lehman High School
- d. One (1) deputy assigned to Barton Middle School
- e. One (1) deputy assigned to Chapa Middle School
- f. One (1) deputy assigned to McCormick Middle School
- g. One (1) deputy assigned to Simon Middle School
- h. One (1) deputy assigned to Wallace Middle School
- i. One (1) deputy will divide his/her time between Dahlstrom Middle School and Impact Alternative Education Program facility

**EXHIBIT B**  
**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE**  
**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND HAYS COUNTY**

"EXHIBIT B"

	Annualized	8/16 through 5/31 <sup>1</sup>	
		21% Hays Co	79% Hays CISD
Base Salary <sup>2</sup>	79,983	16,796	63,186
Certification Pay	900	189	711
<b>Salary</b>	<b>80,883</b>	<b>16,985</b>	<b>63,897</b>
FICA/Medicare	6,188	1,299	4,888
Retirement	11,097	2,330	8,767
Insurances	12,230	2,568	9,662
<b>Fringe</b>	<b>29,515</b>	<b>6,198</b>	<b>23,317</b>
<b>Vehicle Maint</b>	<b>3,500</b>	<b>735</b>	<b>2,765</b>
<b>Total Per Officer</b>	<b>113,897</b>	<b>23,918</b>	<b>89,979</b>
<b>Total for 12 Officers</b>	<b>1,366,768</b>	<b>287,021</b>	<b>1,079,747</b>

		100%	0%
1 Lieutenant (18.75%)	125,416	23,515	0
1 Sergeant (75%)	117,944	88,458	0
2 Corporals (75%)	219,975	164,981	0
SRO Officer Supervision	463,335	276,955	0

		100%	0%
One time equipment costs	47,255	47,255	0
On-going equipment costs	16,699	16,699	0
<b>Total Equipment Per Officer</b>	<b>63,954</b>	<b>63,954</b>	<b>0</b>
<b>Equipment for 12 Officers</b>	<b>767,448</b>	<b>767,448</b>	<b>0</b>

<b>TOTAL ESTIMATE FOR ALL COSTS</b>	<b>1,331,424</b>	<b>1,079,747</b>
-------------------------------------	------------------	------------------

	Year 1	Years 2 >
	Hays 55% HCISD 45%	Hays 35% HCISD 65%
<b>Total Estimated Contract Costs:</b>		
1st Quarter:	359,916	359,916
2nd Quarter:	359,916	359,916
3rd Quarter:	359,916	359,916
<b>Total Hays CISD for 3 Quarters</b>	<b>1,079,747</b>	<b>1,079,747</b>
<b>Hays Co Total</b>	<b>1,331,424</b>	<b>580,675</b>
<b>Annualized Cost</b>	<b>2,411,171</b>	<b>1,660,422</b>
4th Quarter: <sup>3</sup>	23,918	23,918

Additional Hays County Liabilities:  
 Accrued Compensated Absences  
 Additional Family Members on County Insurance  
 > 1 Catastrophic health event = \$200,000 county funds

<sup>1</sup> Percentage allocations based on an 8/16 to 5/31 school year  
<sup>2</sup> Proposed Base Salary is calculated utilizing current MBS-6 with a 5% projected market increase and standard certifications  
<sup>3</sup> Option for 4th Quarter per additional officer

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

Date: August 26, 2024

Agenda Item: J.2b

Board Goal: Student Achievement

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

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer  
Dr. Michael Watson, Deputy Academic Officer  
Rick Bough, Director of Career and Technical Education

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

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

D. Summary:

Previous board action relating to this item – A similar resolution has been adopted by the Hays CISD Board of Trustees for the 2023-2024 school year.

Future action anticipated –

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

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other:

F. Administrative Recommendation:

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

G. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Marivel Sedillo, Rick Bough

Evaluation method and time line –

Next report to the board – This will be presented to the Board for consideration and approval annually

H. Suggested Motion:

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

2024-2025 School Year

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

Dear Dr. Eric Wright,

On behalf of the 4-H members of Hays County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. The enclosed RESOLUTION should be presented for consideration at the next scheduled meeting of the Board of Trustees of the **Hays Consolidated Independent School District**. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

**Finally, we request that a signed copy of this RESOLUTION to be forwarded to us for our files.**

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

Sincerely,



**Kate Blankenship**  
County Extension Agent:  
Family and Community Health



**Aaron McCoy**  
County Extension Agent:  
Agriculture and Natural Resources



**Sierra Murray**  
Program Coordinator:  
4-H | Youth

Enclosure: RESOLUTION  
(Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION)

EXTRACURRICULAR STATUS REQUEST  
Resolution Requesting Extracurricular Status For 4-H

RESOLUTION  
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

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

**Hays Consolidated Independent School District**

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

**Hays County**

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Board of Trustee

\_\_\_\_\_  
Superintendent

2024-2025 School Year

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

Dear Dr. Eric Wright,

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

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

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

*(A) has a minimum of a bachelor's degree; and*

*(B) is eligible for participation in the Teacher Retirement System of Texas.*

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

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

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

Sincerely,



**Kate Blankenship**  
County Extension Agent:  
Family and Community Health



**Aaron McCoy**  
County Extension Agent:  
Agriculture and Natural Resources



**Sierra Murray**  
Program Coordinator:  
4-H | Youth

Attachment: Resolution for Extracurricular Status of 4-H Organization

ADJUNCT FACULTY REQUEST  
 Adjunct Faculty Agreement

THE STATE OF TEXAS | COUNTY OF HAYS

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

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

1. This appointment shall commence on the 13th day of August 2024 and remain in effect until the 22nd day of May 2025
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

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

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024. \_\_\_\_\_ Independent School District

By: \_\_\_\_\_

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

Date: August 26, 2024

Agenda Item: J.2c

Board Goal: Student Achievement

Subject: Consideration and possible approval of the renewal of a Memorandum of Understanding between Hays CISD and Communities in Schools for Services for the 2024-2025 School Year

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                       NA

**C. Goal or Need Addressed:**

**Student Goal:** Hays CISD believes in the achievement of every student. Community in Schools will service 14 campuses. Consideration and possible approval of the contract and MOU agreement between Hays Consolidated ISD (HCISD) and Communities in Schools of Central Texas (CIS) to render certain social services within the HCISD

**D. Summary:**

- Previous board action relating to this item** – The Community in Schools and Hays CISD has entered into this MOU contract since 2007.
- Future action anticipated** – Approve the Contract MOU agreement for the school year 2024-25.
- Background information** – CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. The services will be provided at 14 campuses:
  - Camino Real Elementary
  - Hemphill Elementary School
  - Science Hall Elementary School
  - Tom Green Elementary School
  - Uhland Elementary School
  - Chapa Middle School
  - Wallace Middle School
  - McCormick Middle School
  - Simon Middle School
  - Hays High School
  - Lehman High School
  - Live Oak Academy
  - Johnson High School
  - Impact

**E. Scope of Options Reviewed:**

Although the district hires counselors and a social worker at each comprehensive high school, CIS manages the top tier of the at-risk students. They collaborate with the district and campus counseling staff for services, needs and professional development. They train along-side our counselors plus further professional development through Community in Schools. This HCISD relationship with CIS has helped the highest risk students on these campuses in our district improve attendance, academic scores and grades, help reduce discipline referrals and receive counseling for school and family situations.

They not only provide tutoring and counseling, but they make home visits and provide basic services like clothes, food, water and electric services if their families need it. In our high schools an X-Y Zone social worker works with male students and is a part of contract.

CIS, at every campus on which they serve, provide the Pebble Project at elementary campuses, AmeriCorps volunteers and social work interns to assist in their work with students and their families. They serve approximately 95-100 students per campus. But have served more if requested. The CIS staff work closely with the district Counseling Director to provide some social services across the district for all of our students. They serve on the District Counseling Crisis team and are on call as are all of our counselors if needed. They are assigned to 14 campuses, all of whom are either Title 1 or have low-socioeconomic family needs.

**Reasons for Rejecting Alternatives:** The relationship and services provided by the Community in Schools of Central Texas is valuable and helps students succeed.

**F. Comments Received:**

**Cabinet**     **DLT**     **FBOC**     **Teacher Org. Reps.**     **Other:** The principals and counselors on the CIS campuses are pleased with their relationship and think they are important in the success of high needs students. The families of whom CIS serve, feel they are needed. This information is provided in the yearly report to the Board of Trustees in August/September.

**G. Administrative Recommendation:**

The administration recommends the approval of this MOU.

**Advantages/benefits of this contract approval:** CIS meets the social, emotional, basic, academic, and counseling needs of our highest risk families on 14 campuses in the district.

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

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

**H. Fiscal Impact and Cost: \$587,500**

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

\$587,500 for 14 campuses in two equal payments of \$293,750. The final payment due on February 1, 2025.

**Prior Year Spending** – \$522,500 for the school year 2023-2024.

**Future/Ongoing-** Each year this contract is reviewed, and a report is presented to the Board of Trustees by August/September.

**I. Monitoring and Reporting Timeline:**

**Person responsible for evaluating this decision or action** – The District Director of Counseling collaborates with CIS.

**Evaluation method and timeline** – A report will be presented to the Board in the fall.

**Next report to the board** – Fall 2024

**J. Suggested Motion**

I move that the Hays CISD Board of Trustees approve the MOU between Hays CISD and Communities in Schools for services for the 2024-2025 school year, as presented.

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

This AGREEMENT for services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Hays Consolidated ISD and Communities In Schools of Central Texas, a non-profit corporation.

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

I. Scope of Services

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

1. Campus Staff. CIS will provide each designated campus with a full-time social service professional (i.e., Program Manager). CIS may provide, as available, additional staff, such as, AmeriCorps members, caseworkers, university interns, and volunteer tutors and mentors. CIS will assign a Program Manager chosen with the input of the appropriate school principal (or designee) to the following (14) ISD campuses: Camino Real Elementary, Hemphill Elementary School, Science Hall Elementary School, *Tom Green Elementary School (CIS will cover full cost of this campus cost)*, Uhland Elementary School, Chapa Middle School, Wallace Middle School, McCormick Middle School, Simon Middle School, Lehman High School, Hays High School, Impact Center, Johnson High School and Live Oak Academy.
2. Supervision of Campus Staff. CIS administrative staff will be responsible for the supervision of CIS staff, interns and volunteers serving each campus. Issues regarding the performance of CIS staff, interns and volunteers will be handled by the CIS administration with input from campus principal.
3. Campus Service Delivery Plans. The CIS Program Manager and ISD campus staff will jointly develop a program plan that describes the needs of students, services and school to be provided by CIS on each campus. This program plan will be updated each year and can be included as part of the Campus Improvement Plan.
4. CIS Services. As outlined in the campus service plans, CIS will provide an array of social services to assist students who have high absenteeism, poor academic performance, or who demonstrate delinquent conduct and social service needs. CIS services may include:
  - assistance in identifying students who need support services to improve their attendance, achievement or behavior;
  - involvement in campus student assistance programs, work groups, etc. as assigned by the appropriate school administrator;
  - assistance in developing and monitoring student support service plans;
  - individual, group and family counseling;
  - crisis intervention, mediation, de-escalation services
  - case management, monitoring, and related support and follow-up services;
  - parental involvement activities, such as: parent training sessions, home visits, student/parent activities, parent conferences;
  - referrals to other agencies and assistance in connecting the school with services provided by other community resources;
  - enrichment activities, such as, field trips, after school clubs, attendance incentives;
  - pre-employment skills training, such as, career days and school-to-career activities;
  - student advocacy;
  - support of school-wide activities
  - summer programming

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

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

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

II. Time of Performance

This AGREEMENT shall be for a term of twelve months, commencing on September 1, 2023 and continuing through August 31, 2024.

III. Compensation and Method of Payment

For consideration for the services to be performed by CIS under this AGREEMENT, the ISD shall pay to CIS \$ 587,500. Payment of \$293,750 shall be due and payable upon the execution of this Agreement. Balance of \$293,750 shall be due and payable on February 1, 2025.

IV. Additional Terms

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

2. Termination for Convenience. ISD may terminate this Agreement without cause by giving thirty (30) days notice of termination to CIS. CIS shall continue to provide services during such thirty-day period unless a shorter period is agreed to by both parties. CIS shall be paid for all services performed until the earlier of the date of termination or the date upon which CIS ceases performance of the contract by mutual agreement. Compensation

for services shall be at a daily rate of 1/365<sup>th</sup> of the total compensation listed in Article III. In the event CIS has been paid for services not performed, CIS shall return such unearned payments at a daily rate of 1/365<sup>th</sup> of the total compensation listed in Article III within 30 days following the date of termination.

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

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

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

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

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

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

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

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

Attn: Marivel Sedillo, Chief Academic Officer

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

Attn: Sharon Vigil, Chief Executive Officer

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

11. Entire Agreement. This Agreement, together with any Program and Space Use Plans, embodies the entire agreement and understanding between the parties relating to the After-school Program Services and may not be

amended, waived or discharged except by an instrument in writing executed by both ISD and CIS. All prior statements, representations, and negotiations regarding the subject matter of this Agreement are deemed to have been integrated herein.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Dr. Eric Wright, Superintendent of Schools

\_\_\_\_\_  
Sharon Vigil, Chief Executive Officer

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance

## EXHIBIT A: DATA COLLECTION ELEMENTS

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

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

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

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

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

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

Authorized Signatures:

---

Sharon Vigil, Chief Executive Officer  
Communities In Schools

---

Date

---

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

---

Date

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

Date: August 26, 2024

Agenda Item: J.3

Board Goal: Community Relations

Subject: Consideration and possible approval of Certified Appraisers and Future Certified Administrators 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:

Local Policy (DNA Legal/Local)     Law or Rule                       N/A

C. Goal or Need Addressed:

Request for approval of the list of Certified Appraisers for teachers

D. Summary:

Previous board action relating to this item – August 2023

Future action anticipated - Annually

Background information – In accordance with the 19 TAC §150.1005, the teacher appraisal process requires at least one certified appraiser. An appraiser must be the teacher’s supervisor or a person approved by the board.

E. Comments Received:

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other

F. Administrative Recommendation:

Expected results in terms of student benefit/achievement – Our teachers will be evaluated and coached by trained appraisers to improve instruction.

G. Fiscal Impact and Cost:    Amount: None

Budget                       Bond                       Grant/Special Funds     Other

H. Monitoring and Reporting Time Line:

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

Evaluation method and timeline – Human Resources will ensure that teachers are evaluated only by certified T-TESS appraisers using the appraisal calendar.

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve teacher appraisers and any future certified administrators for the 2024-2025 school year, as presented.

**2024-25 Hays CISD Campus Administrators**

<b>Location</b>	<b>Position</b>	<b>Name</b>
<b>Blanco Vista ES</b>	<b>Principal</b>	<b>Salinas-Rodriguez, Lizette</b>
	Assistant Principal	Herring, Rebecca
<b>Buda ES</b>	<b>Principal</b>	<b>Nerio, Lucia</b>
	Assistant Principal	Ramos, Kayci
<b>Camino Real ES</b>	<b>Principal</b>	<b>Soliz, Yvette</b>
	Assistant Principal	Garza, Marianella
	Assistant Principal	DeLaPaz, Alberta
<b>Carpenter Hill ES</b>	<b>Principal</b>	<b>Bordeau, Ginger</b>
	Assistant Principal	Brown, Lynsey
<b>Cullen ES</b>	<b>Principal</b>	<b>Lara, Elizabeth</b>
	Assistant Principal	Lumbreras, Lindsay
<b>Elm Grove ES</b>	<b>Principal</b>	<b>Hanna, Jennifer</b>
	Assistant Principal	Manco, Patty
<b>Fuentes ES</b>	<b>Principal</b>	<b>Kristin Seibel</b>
	Assistant Principal	Crawford, Kristy
<b>Hemphill ES</b>	<b>Principal</b>	<b>Shea Howard</b>

	Assistant Principal	Rosales, Julie
<b>Kyle ES</b>	<b>Principal</b>	<b>Maxwell, Shawn</b>
	Assistant Principal	Stone, Kirsten
<b>Negley ES</b>	<b>Principal</b>	<b>Crowther, Melody</b>
	Assistant Principal	Lape, Dominic
<b>Pflugger ES</b>	<b>Principal</b>	<b>Danielle Sandoval</b>
	Assistant Principal	Snead, Michael
<b>Science Hall ES</b>	<b>Principal</b>	<b>Valdez, Alejandra</b>
	Assistant Principal	Owen, Melissa
<b>Sunfield ES</b>	<b>Principal</b>	<b>DiPalma, Alisa</b>
	Assistant Principal	Klima, Randy
<b>Tobias ES</b>	<b>Principal</b>	<b>English, Melissa</b>
	Assistant Principal	Brauchle, Jeannette
<b>Tom Green ES</b>	<b>Principal</b>	<b>Muro, Amanda</b>
	Assistant Principal	Arrendondo, Clarissa
<b>Uhland ES</b>	<b>Principal</b>	<b>Homero Gonzalez</b>
	Assistant Principal	Gonzalez, Javier
<b>Barton MS</b>	<b>Principal</b>	<b>Loyd, Aaron</b>
	Assistant Principal	Mize, Cody

	Assistant Principal	Trevino, Ginger
<b>Chapa MS</b>	<b>Principal</b>	<b>Walls, Lisa</b>
	Assistant Principal	Limerick, Amber
	Assistant Principal	Vela, Julio
<b>Dahlstrom MS</b>	<b>Principal</b>	<b>Ginn, Dedrah</b>
	Assistant Principal	Koehler, Stacie
	Assistant Principal	Gatzert, Bridgette
<b>McCormick MS</b>	<b>Principal</b>	<b>Cruz, James</b>
	Assistant Principal	Richason, Amanda
	Assistant Principal	Garcia, Helen
	Assistant Principal	Castillo, Michelle
<b>Simon MS</b>	<b>Principal</b>	<b>Fox, Sean</b>
	<b>Academic Dean</b>	<b>Schneider, Yvonne</b>
	Assistant Principal	Reyes, Adrian
	Assistant Principal	Carter, Stephanie
	Assistant Principal	Eaton, Lindsay
<b>Wallace MS</b>	<b>Principal</b>	<b>Carlisle, JoAnne</b>
	Assistant Principal	Hernandez, Victor

	Assistant Principal	Gonzalez, Petra
<b>Impact Center</b>	<b>Principal</b>	<b>Zapata, Cynthia</b>
	Assistant Principal	Whitis, Tiffany
<b>Live Oak Academy</b>	<b>Principal</b>	<b>Agnew, Doug</b>
	Assistant Principal	DeChick, Jim
<b>Hays HS</b>	<b>Principal</b>	<b>Salazar, Tina</b>
	<b>Academic Dean</b>	<b>Fuentes, Patty</b>
	Assistant Principal	Kallfelz, Tonya
	Assistant Principal	Cunningham, Elizabeth
	Assistant Principal	Vasquez, Claudia
	Assistant Principal	Stigall, Earrick
	Assistant Principal	Smithers, Aaron
<b>Johnson HS</b>	<b>Principal</b>	<b>Rob Hensarling</b>
	<b>Academic Dean</b>	<b>Tim Jacobson</b>
	Assistant Principal	Thill, Jamie
	Assistant Principal	Avila, Kathy
	Assistant Principal	Medulla, Cory
	Assistant Principal	Christine Velasquez

	Assistant Principal	Michael Haase
	Assistant Principal	Beardon, Carissa
<b>Lehman HS</b>	<b>Principal</b>	<b>Zuniga, Karen</b>
	<b>Academic Dean</b>	<b>Sparks, Sara</b>
	Assistant Principal	Seitz, Chad
	Assistant Principal	Longoria, Adriana
	Assistant Principal	Flores, Yesenia
	Assistant Principal	Foster, Steve

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

Date: August 26, 2024

Agenda Item: J.4

Board Goal: Student Achievement

Subject: Consideration of possible Adoption of the Student Code of Conduct for the 2024-2025 School Year

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer  
Dr. Brian Dawson Director of Student Services

**A. Purpose of Agenda Item:**

- Action needed                       Information only                       Receive input

**B. Authority for This Action:**

- Local Policy FO (Legal (Local))                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

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

**D. Summary:**

- Previous board action relating to this item  
 Future action anticipated –  
 **Background information** – Texas Education Code 37.001 and FO (Legal) require that the board of trustees of an independent school district adopt a student code of conduct. Annually, the Texas Association of School Boards (TASB) makes recommendations via their Model Student Handbook.

**E. Comments Received:**

- Cabinet                       DLT                       FBOC                       Teacher Org. Reps.                       Other: TASB

**F. Administrative Recommendation:**

The administration recommends the Board adopt the 2024-2025 Student Code of Conduct, as presented.

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

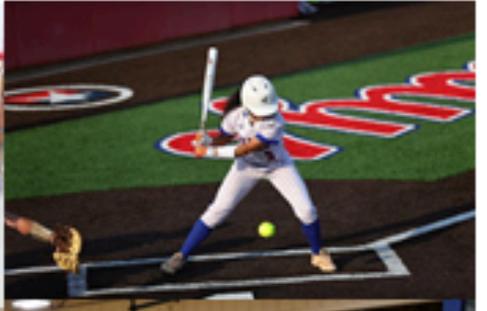
- Budget – General Operating Fund                       Bond                       Grant/Special Funds                       Other  
Prior Year Spending –  
Future/Ongoing –

**H. Monitoring and Reporting Timeline:**

**Person responsible for evaluating this decision or action** — Marivel Sedillo, Dr. Brian Dawson  
**Evaluation method and timeline** –  
**Next report to the board** – August 2025

**I. Suggested Motion:**

I move that the Hays CISD Board of Trustees adopt the Student Code of Conduct for the 2024-2025 School Year, as presented.




**2024-2025  
Student Code  
of Conduct**



# Table of Contents

<b>Student Code of Conduct</b>	<b>4</b>
Accessibility	4
Purpose	4
<b>School District Authority and Jurisdiction</b>	<b>4</b>
Campus Behavior Coordinator	6
Reporting Crimes	6
Security Personnel	6
“Parent” Defined	7
<b>Standards for Student Conduct</b>	<b>7</b>
<b>General Conduct Violations</b>	<b>8</b>
Disregard for Authority	8
Mistreatment of Others	8
Property Offenses	9
Possession of Prohibited Items	9
Possession of Telecommunications or Other Electronic Devices	9
Illegal, Prescription, and Over-the-Counter Drugs	9
Misuse of Technology Resources and the Internet	10
Safety Transgressions	10
Miscellaneous Offenses	10
Discipline Management Techniques	12
Students with Disabilities	12
Techniques	12
Prohibited Aversive Techniques	13
Notification	13
Appeals	14
Removal from the School Bus	14
Routine Referral	14
Formal Removal	15
Returning a Student to the Classroom	15
<b>Out-of-School Suspension</b>	<b>15</b>
Misconduct	15
Process	16
In School Suspension (ISS)	17
Reasons for ISS	17
Procedure for ISS	17
<b>Disciplinary Alternative Education Program (DAEP) Placement</b>	<b>17</b>
<b>Nature of a Disciplinary Alternative Education Program</b>	<b>17</b>
<b>Placement and/or Expulsion For Serious Offenses</b>	<b>20</b>
Discretionary Placement: Misconduct That May Result in DAEP Placement	22
Misconduct Identified in State Law	23
Mandatory Placement: Misconduct That Requires DAEP Placement	23
Sexual Assault and Campus Assignments	24
Consideration of Mitigating Factors	24
Placement Order	24

DAEP at Capacity	24
Coursework Notice	25
Length of Placement	25
Exceeds One Year	25
Exceeds School Year	25
Exceeds 60 Days	25
Appeals	25
Restrictions During Placement in DAEP	26
Placement Review	26
Additional Misconduct	26
Notice of Criminal Proceedings	26
Withdrawal During Process	27
Hearing and Required Findings	27
Length of Placement	27
<b>Expulsion</b>	<b>27</b>
Discretionary Expulsion: Misconduct That May Result in Expulsion	27
Any Location	27
At School, Within 300 Feet, or at a School Event	28
While in a DAEP	28
Mandatory Expulsion: Misconduct That Requires Expulsion	29
Under Federal Law	29
Under the Penal Code	29
Under Age Ten	29
Process	30
Hearing	30
Expulsion Order	30
Length of Expulsion	31
Withdrawal During Process	31
Additional Misconduct	31
Restrictions During Expulsion	31
Emergency Expulsion Procedures	32
DAEP Placement of Expelled Students	32
Transition Services	32
<b>Glossary</b>	<b>36</b>

# Student Code of Conduct

## Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the Office of Student Services at 512-268-2141.

## Purpose

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out- of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the *Hays Consolidated Independent School District* board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code shall be available at the campus behavior coordinator’s office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under [Chapter 37 of the Education Code](#).

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law ([Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973](#)) is subject to the provisions of those laws.

## School District Authority and Jurisdiction

School rules and the district’s authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day; including any remote instruction activity regardless of location and while the student is going to and from school or a school-sponsored or school related activity on district transportation.
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by [Texas Education Code 37.0832](#);
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school’s real property boundary line;
10. For certain offenses committed while on school property or while attending a school- sponsored or school-related activity of another district in Texas;

11. When the student commits a felony, as provided by [Texas Education Code 37.006 or 37.0081](#); and
12. When the student is required to register as a sex offender.

## **Searches and Interviews**

The principal/CBC or designee has the legal authority and responsibility to investigate violations of the Student Code of Conduct and to interview students regarding the student's own conduct or the conduct of other students without prior notice to parents/guardians or the consent of parents/guardians to do so. District staff, including law enforcement officers, exercise this authority to maintain the safety and security of the school environment and to prevent the disruption of instructional programs.

To conduct an efficient and effective investigation and to avoid causing undue alarm, parents/guardians will be notified at the discretion of the administrator conducting the investigation. and when it is appropriate to do so without interfering with the investigation.

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF ([Legal](#)) and FNF ([Local](#)) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit the vehicle to be searched, the District may contact local law enforcement officials and turn the matter over to them. The District may, in certain circumstances, contact law enforcement even if permission to search is granted.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

In limited circumstances and in accordance with applicable law, a student's personal telecommunication device may be searched by authorized personnel if there is reason to suspect that the device contains evidence of wrongdoing.

In the context of school discipline, students have no claim to the right not to incriminate themselves. Students are expected to provide any information about their misconduct or that of other students. School officials may search a student's outer clothing, pockets, or property by establishing reasonable suspicion or securing the student's voluntary consent. A search is reasonable if it meets both of the following criteria:

1. The action is justified at the inception, i.e., the school official has reasonable grounds for suspecting that the search will uncover evidence of a Student Code of Conduct violation or a criminal offense.
2. The scope of the search is reasonably related to the circumstances justifying the search, i.e., the measures adopted are reasonably related to the age and sex of the student and the nature of the violation.

An individual search is considered reasonable if the student leaves the school grounds without permission and returns during the school day on foot or in a vehicle, and/or is found in an unauthorized area of the District facility or grounds.

For safety and security reasons, a principal/CBC or designee may conduct blanket searches of all students' backpacks or bags, any classrooms, wings, departments, sections, and/or utilize designated key access points for campus entrances as deemed appropriate throughout the school year.

Vehicles on or within 300 feet of district property may be searched if there is reasonable suspicion that the search will result in evidence of a violation of the Student Code of Conduct, or a criminal offense has been committed. Students shall be responsible for any prohibited items found on their person, lockers, or vehicles

while on District property or at school- sponsored or school-related activities. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses to permit the vehicle to be searched, the District may contact local law enforcement officials.

Lockers and desks are the property of the Hays CISD and are subject to inspection/search. Inspections of lockers may be conducted by school authorities for any reason at any time, without notice, without student consent, and without a search warrant.

### **School District's Authority to Discipline**

When students violate the Student Code of Conduct by disrupting learning or by putting the safety of themselves or others at risk, they are subject to disciplinary action. Hays CISD may discipline a student during the following instances:

1. During the regular school day and while the student is traveling to and from school or a school-sponsored or school-related activity on District transportation.
2. For offenses committed on school property of another district in Texas.
3. For offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line.
4. When criminal mischief is committed on or off school property, or at a school-related event.
5. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location.
6. When a student engages in bullying/cyberbullying, as provided by [TEC 37.0832](#).
7. When the student commits a felony, as provided by [TEC 37.006](#), [37.0081](#).
8. When the student is required to register as a sex offender.
9. While the student attends any school-related activity, regardless of time or location.

### **For any school-related misconduct, regardless of time or location. The District has the right:**

1. To limit a student's participation in graduation activities for violating the District's Student Code of Conduct. Participation might include a speaking role, as established by District policy and procedures.
2. To refuse entry onto school or District grounds to persons who do not have legitimate business at the school or the District facility.
3. To revoke parking privileges.
4. To revoke the intra-district or interdistrict transfer of a student.
5. To search a student or vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the District.
6. To search or inspect at any time, without notice, desks, lockers, District-provided technology, or similar items that are the property of the District and are provided for student use as a matter of convenience.

### **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at and at <https://www.hayscisid.net/contacts>

### **Reporting Crimes**

The principal *or* CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

### **Security Personnel**

The board utilizes Texas Peace Officers through the Hays County Sheriff's Office as School Resource Officers (SROs) and security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate

law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series. The law enforcement duties of district peace officers are listed in policy CKE (LOCAL).

### **“Parent” Defined**

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

### **Standards for Student Conduct**

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student’s age and grade level, the frequency of misbehavior, the student’s attitude, the effect of the misconduct on the school environment, and statutory requirements.

In deciding whether to order suspension, removal to a DAEP or expulsion--regardless of whether the decision concerns a mandatory or discretionary action under the Texas Education Code--the District will take into consideration:

1. self-defense;
2. intent or lack of intent at the time the student engaged in the conduct;
3. the student’s disciplinary history;
4. a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct;
5. A student’s status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student’s status as homeless.

If appropriate, the District shall also consider the student’s age, attitude, the seriousness of the offense, and the potential effect of the misconduct on the school environment. These disciplinary actions apply equally to all students, except as provided under Board Policy and legal requirements related to students with disabilities.

In considering self-defense, self-defense may be considered as a mitigating circumstance only when the student has a reasonable belief that the student’s response is immediately necessary to protect himself/herself against the other’s use or attempted use of improper force that could result in serious bodily injury. Reasonable belief in the school setting means a belief that would be held by the campus behavior coordinator or other appropriate administrator in the same circumstances as the actor.

Each student is responsible for making every effort to avoid the use of any force and is expected to remove himself or herself from the situation if at all possible. The District does not condone or authorize students to use force against another individual, even if that individual provokes or instigates a fight or altercation.

A student’s parent or guardian will be notified in writing of a violation of the student code of conduct committed by the student that results in suspension, removal to a disciplinary alternative education program, or expulsion.

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.

- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

Because of significant variations in student conduct, it is not always possible for the SCOC to address each and every act of student misbehavior. To that end, the district retains discretion to address student misconduct that is inconsistent with these nine standards even though the conduct may not be specifically included in the SCOC.

### **General Conduct Violations**

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 28, **DAEP Placement** on page 30, **Placement and/or Expulsion for Certain Offenses** on page 40, and **Expulsion** on page 40, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 24.

### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

### **Mistreatment of Others**

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 30.)
- Horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm and threatens the safety of others.
- Name-calling, ethnic or racial slurs, derogatory statements, or other language prohibited by law or policy that school employees reasonably believe could substantially disrupt the school environment or incite violence.
- Threaten a district student, employee, or volunteer, whether on or off school property or by electronic means, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making “hit lists”. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor student.
- Release or threaten to release intimate visual material of a student who is 18 years of age or older without the student’s consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Consensual hugging, touching, or other displays of affection that interfere with, detract from, or disrupt the school environment.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.
- Retaliating against a student for (1) reporting either a violation of the SCOC or bullying, or (2) participating in an investigation of a violation of the SCOC or bullying.

## Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 30.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Attempting to start or starting a fire on or in any property owned, used, or controlled by a student, the district, or district employees, officials, or volunteers.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 30.)
- Enter, without authorization, district facilities that are not open for operations.

## Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- A pocket knife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device (*HB 114 requires mandatory placement in a DAEP for any offenses related to e-cigarettes*);
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 30. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

## Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

## Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or any prohibited substance/illegal drug. (Also see **DAEP Placement** on page 30 and **Expulsion** on page 40 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.

- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to the body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook. The district prohibits any clothing, grooming, or display of images that cause, or in the principal or designee’s judgment may reasonably be predicted to cause, disruption of or interference with school activities. The district also prohibits the wearing or display of pictures, writings, images or symbols that 1) are lewd, vulgar, sexually-explicit, or obscene; 2) seek to demonstrate or recruit gang membership; 3) are discriminatory, harassing, or threatening towards others on the basis of their race, sex, disability, ethnicity, religion, or

gender (including, but not limited to, display of a political flag); or 4) advertise or promote tobacco products, alcoholic beverages, drugs, or any other substance prohibited by policy.

- Display of the confederate flag while on district property and while at district or school sponsored events.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing.
- Refusing to cooperate with an investigation or questioning of a district employee, including but not limited to any attempt to evade, avoid, or delay said investigation or questioning.
- Failing to wear and/or provide proper identification upon request of a district employee.
- Failing to immediately report to a school employee knowledge of a device, object, substance, or event that the student suspects could cause harm to self or others.
- Violating District policies or rules for computer use, Internet access, technology, or other electronic communications or imaging devices.
- Failing to comply with guidelines applicable to student speakers who are speaking at school- sponsored or school-related events. (See FNA ([Local](#))).
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct.

These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Student Code of Conduct.

### **Criminal Charges or Classifications**

If a student is charged with a crime or engages in conduct punishable as or that contains the elements of a crime for which disciplinary actions are mandated by law, the student may be disciplined based on the law enforcement officer's classification and/or the criminal charge(s) accepted by the county district attorney (DA). Certain offenses require mandatory removal to a disciplinary alternative education program (DAEP) and while others require mandatory expulsion. In some circumstances, a student may be arrested for an offense which initially requires mandatory removal to a DAEP; however, after completion of the criminal investigation, if charges are upgraded to an offense classified as an expellable offense, the school will be required to recommend expulsion based upon the officer's classification or charges being filed. Since school discipline does not have to meet the same standards of evidence as law enforcement, the disciplinary assignment is not reduced or dropped based on the outcome of the criminal case which might include a motion to dismiss, deferred adjudication, deferred prosecution, etc.

In addition, there are certain criminal charges, which occur off-campus at non-school-sponsored or non-school-related events, for which the district is required to remove the student from the regular classroom setting. Upon notification from a law enforcement agency that such a crime has been committed, the school will recommend appropriate disciplinary actions. If the charges for one of these off-campus offenses are later reduced or dropped and documentation of the reduction can be provided, the district will reconsider the disciplinary action. If the charges remain and the student receives deferred adjudication or deferred prosecution, the student will be required to complete the disciplinary assignment.

### **Bus Safety and Seatbelts**

Hays CISD buses are equipped with seat belts for students. All students are expected to wear their seatbelt in the designated manner while the bus is in operation.

- Safe operation of the bus is the responsibility of the driver. Compliance with safety protocols regarding the safety equipment is the responsibility of the rider.
- Any violations may result in campus discipline. A campus referral will be sent to the parent for follow up with their student regarding the district and state safety requirements.
- Consequences could include suspension or revocation of the student's transportation privileges.

## **Disruption of Transportation**

Any person other than a primary or secondary grade student who intentionally disrupts, prevents, or interferes with the lawful transportation of students to and from school on a vehicle owned or operated by the District or to or from activities sponsored by a school on a vehicle owned and/or operated by the District shall be guilty of a misdemeanor. It is an exception to the application of the offense that, at the time the person engaged in the prohibited conduct, the person was younger than 12 years of age. ([TEC § 37.126](#))

## **Additional Rules**

The HCISD Student Code of Conduct is not inclusive of program-specific or location-specific rules, such as campus, transportation, clubs, organizations, and extracurricular activities. Students may be given consequences under these additional rules as well as possible disciplinary actions that align with the SCOC.

Consequences for the aforementioned misbehavior include up to any of those outlined in this Student Code of Conduct including, within the discretion of the campus discipline personnel/campus behavior coordinator, assignment to a disciplinary alternative education program or expulsion.

The District may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

## **Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

## **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF ([LEGAL](#)).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

## **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.

- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 15.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 21.
- Expulsion, as specified in **Expulsion** on page 21.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO ([LOCAL](#)).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- st, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall

also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

## **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG ([LOCAL](#)). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy On Line at the following address: <https://www.hayscisd.net/Page/327>

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH ([LEGAL](#)) and ([LOCAL](#)).

## **Removal from the School Bus**

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

In addition to compliance with the SCOC, students are expected to comply with the following transportation rules:

- Enter and exit transportation in an orderly manner at the designated stop
- Remain seated in designated seats facing forward
- Keep aisles clear of books, bags, instruments, feet, or other obstructions
- Comply with lawful directives issued by the driver
- Follow the driver's rules for food or beverages
- Do not extend any body part, clothing, or other article outside of the transportation
- Keep hands, feet, other body parts, or objects to yourself
- Refrain from making loud or distracting noises
- Do not obstruct the driver's view
- Do not throw objects inside the transportation or out of the windows or doors
- Do not mark, deface, destruct, or tamper with seats, window, emergency doors, or other equipment

## **Removal from the Regular Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

## **Routine Referral**

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of

Conduct to maintain effective discipline in the classroom.

## **Formal Removal**

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with another students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

## **Returning a Student to the Classroom**

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

## **Out-of-School Suspension**

### **Misconduct**

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in [Penal Code sections 46.02 or 46.05](#);
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

Except as provided by [Texas Education Code § 37.005\(c\)](#), the Board's designee may suspend a student who engages in misconduct as outlined in this Code.

A suspension may not exceed three school days per behavior violation; however, there is no limit on the number of suspensions an individual student may receive.

Students below grade three or a student who is homeless may only be suspended under the following limited circumstances described in [TEC § 37.005\(c\)](#):

1. conduct that contains the elements of an offense related to weapons under Section 46.02 or 46.05, Penal Code;
2. conduct that contains the elements of a violent offense under Section 22.01, 22.011, 22.02, or 22.021, Penal Code; or
3. selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq.

Before being suspended, a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall be given the opportunity to respond to the allegation before the administrator makes a decision.

In deciding whether to order out-of-school suspension, the principal, campus behavior coordinator, or other appropriate administrator shall take into consideration self-defense (see glossary), intent or lack of intent at the time the student engaged in the conduct, the student's disciplinary history, a disability that substantially impairs the student's capability to appreciate the wrongfulness of the student's conduct, a student's status in the conservatorship of the Department of Family and Protective Services (foster care), or a student's status as homeless. When a student is assigned Out-of-School Suspension (OSS), the student is not permitted on school district property and restricted from participation in school-sponsored or school-related extracurricular or co-curricular activities.

Upon return to school, the student shall request his or her missing assignments from each teacher. Work completed and returned within the time designated by the teacher, with the time allowed not to exceed one day for each day of suspension, will be accepted with a maximum grade of 80. The student will be counted present toward meeting the 90% attendance rule.

The decision of the Board's designee to suspend a student is final and not appealable. However, notice of the reason(s) for suspension and an informal opportunity for the student to give his or her side of the story is required.

### **Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than the DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school- sponsored or school-related extracurricular and cocurricular activities.

### **In School Suspension (ISS)**

#### **Reasons for ISS**

Students may be placed in ISS for any misconduct listed in any category of the SCOC.

#### **Procedure for ISS**

The student will be informed of the reason for placement in ISS and be given an opportunity to respond before the administrator's decision is final. While in ISS the student will complete assignments from his or her teacher.

### **Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student. The district shall make reasonable efforts to provide for the continuing education of a student removed to an alternative education program. A student placed in an alternative education program is prohibited from attending or participating in building sponsored or school-related activities.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Nature of a Disciplinary Alternative Education Program**

1. Is provided in a setting other than a student's regular classroom;

2. Is located on or off a regular school campus;
3. Provides for the students who are assigned to the disciplinary alternative education program to be separated from students who are not assigned to the program;
4. Focuses on English language arts, mathematics, science, history, and self-discipline;
5. Provides for students' educational and behavioral needs;
6. Provides for supervision and counseling;
7. Provides a student removed to a disciplinary alternative education program an opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation before the beginning of the next school year.
8. The school district may provide the student an opportunity to complete coursework through any method available, including a correspondence course, distance learning, or summer school.
9. A student younger than six (6) years of age may not be removed from class and placed in the Alternative Learning Center.

An elementary school student may not be placed in the Alternative Learning Center with any other student who is not an elementary school student.

## **Disciplinary Alternative Education Program (DAEP) Requirements**

### Conference

1. A conference shall be held not later than the third class day after the day on which a student is removed from class by the teacher [TEC § 37.002(b)] or by the campus behavior coordinator or other appropriate administrator [TEC § 37.006], the student's parent or guardian, the teacher removing the student (if any), and the student.
2. The student is entitled to written or oral notice of the reasons for the removal, an explanation of the basis for the removal to the DAEP, and an opportunity to respond to the reasons for the removal.
3. Following the conference, and whether or not each requested person is in attendance after valid attempts to require the person's attendance, the campus behavior coordinator or other appropriate administrator shall order the placement of the student as provided in § 37.002 or § 37.006 of the Texas Education Code, as applicable, for a period consistent with this Student Code of Conduct.
4. Before a Board's designee places a student in a disciplinary alternative education program for a period that extends beyond the end of the school year, the Board's designee must determine that:
  - a. the student's presence in the regular classroom program or at the student's regular campus presents a danger of physical harm to the student or to another individual; or
  - b. the student has engaged in serious or persistent misbehavior that violates the district's Student Code of Conduct.
5. A student placed in a disciplinary alternative education program in another district that enrolls in Hays CISD before the expiration of the period of placement will continue disciplinary alternative education program placement until the term of placement expires. Hays CISD may also place a student in a disciplinary alternative education program if
  - a. the student was placed in a disciplinary alternative education program by an open-enrollment charter school under section 12.131 and the charter school provides to the district a copy of the placement order; or
  - b. the student was placed in a disciplinary alternative education program by a school district in another state and
    - i. the out-of-state district provides to the district a copy of the placement order; and
    - ii. the grounds for the placement by the out-of-state district are grounds for placement in Hays CISD.
6. If a student was placed in a disciplinary alternative education program by a school district in another state for a period that exceeds one year and if that placement is continued, Hays CISD shall reduce the period of the placement so that the aggregate period does not exceed one year unless, after a review, the district determines that the student is a threat to the safety of other students or to district employees.
7. A student placed in an alternative education program shall be provided a review of the student's status including a review of the student's academic status by the Board's designee at intervals not to exceed 120 days.

- a. In the case of a high school student, the Board's designee, with the student's parent or guardian, shall review the student's progress toward graduation and establish a specific graduation plan for the student.
  - b. The District is not required to provide in the District's DAEP a course not specified under [Texas Education Code § 37.008](#).
  - c. At the review, the student or the student's parent or guardian must be given the opportunity to present arguments for the student's return to the regular classroom or campus.
8. In determining the length of assignment for the student, the principal, or assistant principal may consider:
  - a. the seriousness of the offense,
  - b. the discipline record of the student,
  - c. the age of the student,
  - d. the effect of the misconduct on the school environment, and/or previous assignments of other students for similar misconduct.
9. Discipline assignments will not exceed one calendar year absent a finding that the student is a threat to the safety of other students or to district employees.
10. For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program will continue through graduation, and the student will not be allowed to participate in the graduation ceremony and related graduation activities, unless otherwise specified in the DAEP placement order.
11. If a student withdraws from the district before an order for placement in a disciplinary alternative education program is entered, the principal or Board's designee, as appropriate, may complete the proceedings and enter an order.
12. If the student subsequently enrolls in the district during the same or subsequent school year, the district may enforce the order at that time, except for any period of the placement that has been served by the student on enrollment in another district that honored the order.
13. If the principal or Board's designee fails to enter an order after the student withdraws, the next district in which the student enrolls may complete the proceedings and enter an order.
14. If, during the term of a placement order, a student engages in additional conduct for which placement in a disciplinary alternative education program or expulsion is required or permitted, additional proceedings may be conducted regarding that conduct and the principal or Board, as appropriate, may enter an additional order as a result of those proceedings.

## **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

## **Appeals Procedures for DAEP Assignments**

1. In order to appeal, the student or his/her parent or guardian must notify the campus administrator in writing of the desire to do so within two (10) school days from the date he/she or they were informed of the decision for the placement in a DAEP. If no appeal is taken within two (10) school days, the decision of DAEP placement shall be final.
2. Any notice of appeal shall contain the student's name, the date of issuance of the decision under appeal, the name of the official whose decision is under appeal, the aspects of the decision which the student wishes to appeal, and the grounds for such appeal. If the student or parent will be represented in a conference at any level by an attorney, the District must be notified in advance of the conference so that the administration can obtain equal representation. Failure to do so will result in the need to reschedule the conference.
3. The Board designates the Superintendent or the Superintendent's designee to hear appeals of DAEP assignments.

4. In the event of an appeal, the campus administrator who received the appeal request shall notify the Superintendent or Superintendent's designee who shall arrange a time for hearing the appeal. The Superintendent or the Superintendent's designee shall notify the parent or guardian of the time and place of the hearing. The hearing shall be held within ten (10) school days of the date of filing the appeal, unless the parent or guardian agrees to an extension.
5. Pending the appeal, the student shall be assigned to and shall attend the DAEP.
6. At the hearing of the appeal, the Superintendent or Superintendent's designee shall confer with the campus administration and the student and his/her parent or guardian, review the record, and determine whether the DAEP placement should be sustained or reversed, or if the period of time of the assignment should be modified.
7. The student's parent or guardian shall be notified in writing within ten (10) school days of the date of the appeal hearing of the decision of the Superintendent or the Superintendent's designee.

## **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP or JJAEP. See Policies FOCA ([LEGAL](#)) and FODA ([LEGAL](#)) for more information.

## **Emergency DAEP Placement**

The principal, campus behavior coordinator, or appropriate administrator may order a student to be immediately placed in an alternative education program if it is reasonably believed that the student's behavior is so unruly, disruptive, or abusive that it interferes with:

1. A teacher's ability to communicate effectively with students in a class;
2. The ability of the student's classmates to learn;
3. The operation of the school or school sponsored activity; or
4. If the appropriate administrator reasonably believes that eminent harm is likely.

At the time of the emergency placement the student shall be given oral notice of the reasons for emergency placement in a DAEP. The reason must be a reason for which placement in a disciplinary alternative education program may be made on a non-emergency basis.

Within a reasonable time, but not later than the 10th day after the date of the placement, the student will be afforded appropriate due process as outlined in this code. The principal, campus behavior coordinator, or appropriate administrator shall not be liable for civil damages for an emergency placement.

## **Placement and/or Expulsion For Serious Offenses**

This section includes two categories of serious offenses for which the Texas Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement will be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in a DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the Board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interests of the district's students.

**Review Committee:** At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the District shall convene a committee, in accordance with state law, to review the student's placement. The committee will recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the Board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

If a student enrolls in the District during a mandatory placement as a registered sex offender, the District may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

A student or the student's parent may appeal the placement by requesting a conference between the Board or its designee, the student, and the student's parent. The conference is limited to the factual questions of whether the student is required to register as a sex offender. Any decision of the Board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the Mandatory Removal or Expulsion Offenses, in accordance with the Texas Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the Board or its designee makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 of the Penal Code. The student must:

1. Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
2. Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
3. Have been charged with engaging in conduct defined as a Title 5 felony offense;
4. Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
5. Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

***The District may expel the student and order placement under these circumstances regardless of:***

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the District; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

***The student must first have a hearing before the Board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:***

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interests of the district's students.

Any decision of the Board or the Board's designee under this section is final and may not be appealed.

***The student is subject to the placement until:***

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. The student completes the term of the placement or is assigned to another program.

**Placement Review**

A student placed in a DAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

**Newly Enrolled Students**

A student who enrolls in the District before completing a placement under this section from another school district must complete the term of the placement.

**Disciplinary Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher or campus administration, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG ([LEGAL](#)). A copy of the policy may be obtained from the principal's office, the central administration office, or through Policy On Line at the following address: <http://pol.tasb.org/Home/Index/621>.

***The District shall not delay a disciplinary consequence while a student or parent pursues a grievance.***

Any notice of appeal shall contain the student's name, the date of issuance of the decision under appeal, the name of the official whose decision is under appeal, the aspects of the decision which the student wishes to appeal, and the grounds for such appeal. If the student or parent will be represented in a conference at any level by an attorney, the District must be notified at least 24 hours in advance of the conference so that the administration can obtain equal representation. Failure to do so will result in the need to reschedule the conference.

**Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for the following conduct violations:

- Possessing, giving, buying, or selling less than a usable amount of stems, seeds, or other pieces of marijuana
- Possessing, using, selling, buying, or giving paraphernalia (see glossary) related to any prohibited substance, including but not limited to marijuana, a controlled substance (see glossary), a dangerous drug (see glossary), or an alcoholic beverage (*see glossary*)
- Abusing the student's own prescription drug or using it in a way other than prescribed; giving, buying, or selling a prescription drug; possessing, using, or being under the influence of another person's prescription drug
- Offering to sell or buy any amount of marijuana, a controlled substance (see glossary), a dangerous drug (see glossary), an abusable volatile chemical (see glossary), a prescription drug, or an alcoholic beverage (see glossary)
- Preparing a hit list (see glossary)
- Committing any offense included in the list of General Conduct Violations in this SCOC
- Engaging in persistent (see glossary) misbehavior that violates this SCOC

## Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public-school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public-school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

## Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see **glossary**) under [Penal Code 22.01\(a\)\(1\)](#).
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance, or a dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in Expulsion on page 56.) (See glossary for "under the influence", "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the Health and Safety Code](#) does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
- Engages in conduct that contains the elements of an offense of harassment against an employee under [Penal Code 42.07\(a\)\(1\), \(2\), \(3\), or \(7\)](#).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or

school-related event and:

- The student receives deferred prosecution (see **glossary**),
- A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
- The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board's designee transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Placement Order**

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by [Section 52.04 of the Family Code](#).

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

### **DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy on Line at the following address: <https://www.hayscisd.net/Page/327>.

Appeals shall begin at level one with the CBC or other administrator.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

The district will provide transportation to and from DAEP. This transportation privilege may be revoked if the student does not follow the transportation rules, refuses to cooperate with the driver or other district personnel involved in providing transportation or violates any provision of the SCOC during transport. The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

### **Restrictions During Placement in DAEP**

Students placed in DAEP for any mandatory or discretionary reasons are not allowed to attend or participate in school-sponsored or school-related extracurricular or co-curricular activities during the period of DAEP placement. This restriction applies until the student fulfills the DAEP assignment at this or another school district.

### **Other DAEP Related Information**

The district will provide transportation to and from DAEP. This transportation privilege may be revoked if the student does not follow the transportation rules, refuses to cooperate with the driver or other district personnel involved in providing transportation or violates any provision of the SCOC during transport.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the

student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parents may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district shall enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

### **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 15.)

#### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under [Penal Code 22.01\(a\)\(1\)](#) in retaliation against a

school employee or volunteer.

- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in any conduct containing the elements of a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

### **At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug. A student with a valid prescription for low-THC cannabis as authorized by [Chapter 487 of the Health and Safety Code](#) does not violate this provision. (See glossary for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student’s person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

### **Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### **While in a DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district’s Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;

2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

#### **Under Federal Law**

- Bringing to school or possessing at school, including any setting that is under the district’s control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

#### **Under the Penal Code**

- Unlawfully carrying on or about the student’s person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student’s use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG ([LEGAL](#)).]
  - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

#### **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **Emergency Expulsion**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. See Tex. [Educ. Code § 37.019](#). The reason must be a reason for which placement in a disciplinary alternative education program or expulsion may be made on a non emergency basis. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

## **Process**

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parents shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP

## **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustee's delegates to the principal or district designee authority to conduct hearings and expel students.

## **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing. (see Policy FOD ([LOCAL](#)) for further detail at <https://pol.tasb.org/Policy/Code/621?filter=FOD>).

## **Expulsion Order**

Before ordering the expulsion, the principal or district designee shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the principal or district designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the principal or district designee shall deliver to the juvenile court a copy of the expulsion order and the information required by [Section 52.04 of the Family Code](#).

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board's designee may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

### **Criminal Trespass Warning (CTW)**

A principal/CBC, designee, or school district police officer may refuse to allow a person to enter on or may eject a person from property under the District's control if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and:
  - The administrator or officer issues a verbal warning to the person that the person's behavior is inappropriate and may result in the person's refusal of entry or ejection; and
  - The person persists in that behavior.
  - Identification may be required of any person on school property or property under the District's control.
- A CTW under this section may not exceed two years. [[TEC 37.105](#)]

Any parent/guardian who has been issued a CTW will be provided the opportunity to participate in their child's Admission, Review, and Dismissal committee or in the child's team established under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794), in accordance with federal law. Accommodation can be arranged by contacting the campus principal.

A CTW appeal may be made by following the District's grievance procedure outlined in Board Policy FNG ([Local](#)) and submitting a complaint form. Both the policy and complaint form are located on the District's website at <https://pol.tasb.org/PolicyOnline?key=621>.

### **Fighting**

Individual or group fights at school, school sponsored events, school related activities, or while on District transportation will not be tolerated. Students found to be encouraging others to fight is prohibited. Parents/guardians of students involved will be notified. Students who engage in fighting will be subject to disciplinary consequences such as, but not limited to, suspension and removal to an alternative education placement.

## **Selling of Items by Individuals**

The selling of items within the school is restricted to clubs/approved school organizations or by special permission by the principal/CBC.

## **Expectations for Reporting Offenses**

The safety of students is a high priority and goal for the District. All stakeholders (staff, students, parents and community members) have an obligation to assist the District in creating and maintaining a safe and orderly environment free of bullying, teasing, harassment, violence, weapons, etc. We appreciate all help and support in assisting the District to reach this goal.

Anytime someone has information about a student in Hays CISD that is experiencing any form of mistreatment or about any potential danger to any student or staff member of the school, the expectation is for the information to be reported directly to campus or District administration.

## **Tobacco or Vape on District Property**

Hays CISD prohibits the following in accordance with [TEC 38.006](#) and [Texas Health and Safety Code Section 161.081](#):

1. Any adult and/or student from smoking cigarettes, tobacco, tobacco products, electronic, vapor, smokeless or any other substitute form of cigarettes, tobacco, or tobacco-like products, as well as the use of any devices which are used for the purpose of ingesting or transmitting any type of tobacco or tobacco-like products at a school-related or school-sanctioned activity on or off school property.
2. Students from possessing or using cigarettes, tobacco, tobacco products, electronic, vapor, smokeless or any other substitute form of cigarettes, tobacco, or tobacco-like products, as well as the use of any devices which are used for the purpose of ingesting or transmitting any type of tobacco, or tobacco-like products at a school-related or school-sanctioned activity on or off school property.

Hays CISD will ensure that school personnel will enforce the tobacco/vape rules. State law prohibits the possession, purchase, consumption or acceptance of an electronic cigarette, cigarette or tobacco product by an individual who is younger than 21 years of age. An offense under state law is punishable by a fine. Additionally, students will face disciplinary consequences which shall include a DAEP placement or an expulsion for a THC or CBD related violation.

## **Threat Assessment and Safe and Supportive School Team**

The [Texas Education Code 37.115\(a\)\(1\)](#) requires campus behavioral threat assessment teams, tracking of actions taken relative to students who make threats, and notification of parents if threats are made. The Texas Education Code mandates a Safe and Supportive Schools Program Team.

All Hays CISD campuses have trained threat assessment teams called CSTAT; Campus Student Threat Assessment Team [see [Texas Education Code 37.220](#)]. Members include a campus administrator, school counselor, and student resource officer. The team may also include a campus staff member who is familiar with and has a rapport with student(s) involved. Threat assessments are investigative not punitive. Threat assessment is an investigative process. Parents of the victim and alleged aggressor are contacted during the investigation. Once the team determines if the threat is transient (not serious) or substantive (serious, very serious) the team must consider interventions and resources needed to ensure support for all students involved.

## **Investigative Process**

[When an office discipline referral is submitted, the administrator follows an investigative process. This process includes the following steps:](#)

1. The student will have the opportunity to provide a written or dictated statement on the appropriate incident report.
2. If there is a discrepancy between the discipline office referral form and the student's incident report or for other investigative purposes, witness statements are collected from those who observed the incident and agree to provide information about what they observed.
3. Administrators collect and review pertinent student information such as special education/504 status and discipline history.
4. Administrators shall take into consideration whether any of the following mitigating factors were involved in the incident:
  - a. Self-defense (see glossary),
  - b. Intent or lack of intent at the time the student engaged in the conduct,
  - c. The student's disciplinary history,
  - d. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.
  - e. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
  - f. A student's status as homeless.
5. Administrators consider police involvement and/or information furnished under [Article 15.27, Code of Criminal Procedure](#), if criminal activity was involved.
6. A decision regarding consequences is then determined pursuant to Student Code of Conduct.
7. Administrators notify the parent and other pertinent individuals following the investigation; however, behavior of other students involved in an incident cannot be shared due to the Family Educational Rights and Privacy Act (FERPA).

Within 24 hours of concluding the investigation and rendering a decision, all documentation relating to the student's discipline referral will be entered into the school data systems.

### **Transfer Options**

In addition to the penalties and consequences set forth in this Student Code of Conduct, pursuant to state law, on the request of a parent or other person with authority to act on behalf of a student who is a victim of bullying/sexual harassment/dating violence, a student who is a victim of such conduct as determined by the Board of Trustees or designee, may receive a transfer to another classroom at the campus which the victim was assigned at the time of the bullying/sexual harassment/dating violence occurred; or a campus in the school district other than the campus to which the victim was assigned at the time of the bullying/sexual harassment/dating violence occurred.

The Board of Trustees or the Board's designee shall verify that a student has been a victim of bullying/sexual harassment/dating violence before transferring the student under this section. Past student behavior may be considered when identifying bullying/sexual harassment/dating violence.

The determination by the Board of Trustees or the Board's designee is final and may not be appealed. The district is not required to provide transportation to a student who transfers to another campus. There are no hearings or appeals for a transfer due to bullying/sexual harassment/dating violence behavior.

### **The Board may transfer the student who engaged in bullying to:**

1. another classroom at the campus to which the victim was assigned at the time the bullying occurred; or
2. a campus in the district other than the campus to which the victim was assigned at the time the bullying occurred, in consultation with a parent or other person with authority to act on behalf of the student who engaged in bullying.

The transfer of a student with a disability who receives special education services and who engaged in bullying may be made only by a duly constituted ARD committee under [TEC 37.004](#).

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - i. Knowing that it is within the limits of an incorporated city or town,
    - ii. Knowing that it is insured against damage or destruction,
    - iii. Knowing that it is subject to a mortgage or other security interest,
    - iv. Knowing that it is located on property belonging to another,
    - v. Knowing that it has located within it property belonging to another, or
    - vi. When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another, or
  - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school- sponsored or school-related activity on or off school property;

2. Bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drugs** are defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or

description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such a term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
  - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
  - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student’s mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person’s anus or any part of the person’s genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person’s intimate parts exposed or engaged in sexual conduct. “Visual material” means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one’s person or in one’s personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
  - a. A machine gun;
  - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Public lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent

to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

### [Chapter 37 Discipline Chart](#)

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

Date: August 26, 2024

Agenda Item: J.5

Board Goal: Student Achievement

Subject: Consideration and possible approval of Appointments to the Hays CISD School Health Advisory Council for the 2024-2025 School Year

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

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       NA

**C. Goal or Need Addressed:**

Approval of appointments to the Hays CISD SHAC for the 2024-2025 school year.

**D. Summary:**

- Previous board action relating to this item – August 2023
- Future action anticipated – Presented annually
- Background information – Each school district in Texas is required in Chapter 28.004 of the Texas Education Code to establish and maintain a district-level School Health Advisory Council. Policy BDF [LEGAL] and the Hays CISD SHAC Bylaws require that the Board of Trustees appoint at least 5 voting members to the local membership. The Hays SHAC executive committee submits the following parent non-employees, community members, and district employees for appointment by the board based on consideration of applications received. The membership for the SY 24/25 Hays CISD SHAC consists of 13 non-employee parents, representing 16 schools; 10 district employees (5 of which non-voting), representing 9 departments; and 3 community members, representing medical, faith, and development organizations.

**F. Comments Received:**

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

**G. Administrative Recommendation:**

The administration recommends the Board approve the 2024-2025 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.

**H. Fiscal Impact and Cost:            Amount: N/A**

**I. Monitoring and Reporting Timeline:**

Person responsible for evaluating this decision or action – Marivel Sedillo, Megan Benthall  
Evaluation method and timeline –  
Next report to the board – Fall 2025

**J. Suggested Motion**

I move that the Hays CISD Board of Trustees approve the appointments to the Hays CISD School Health Advisory Council for the 2024-2025 school year, as presented.

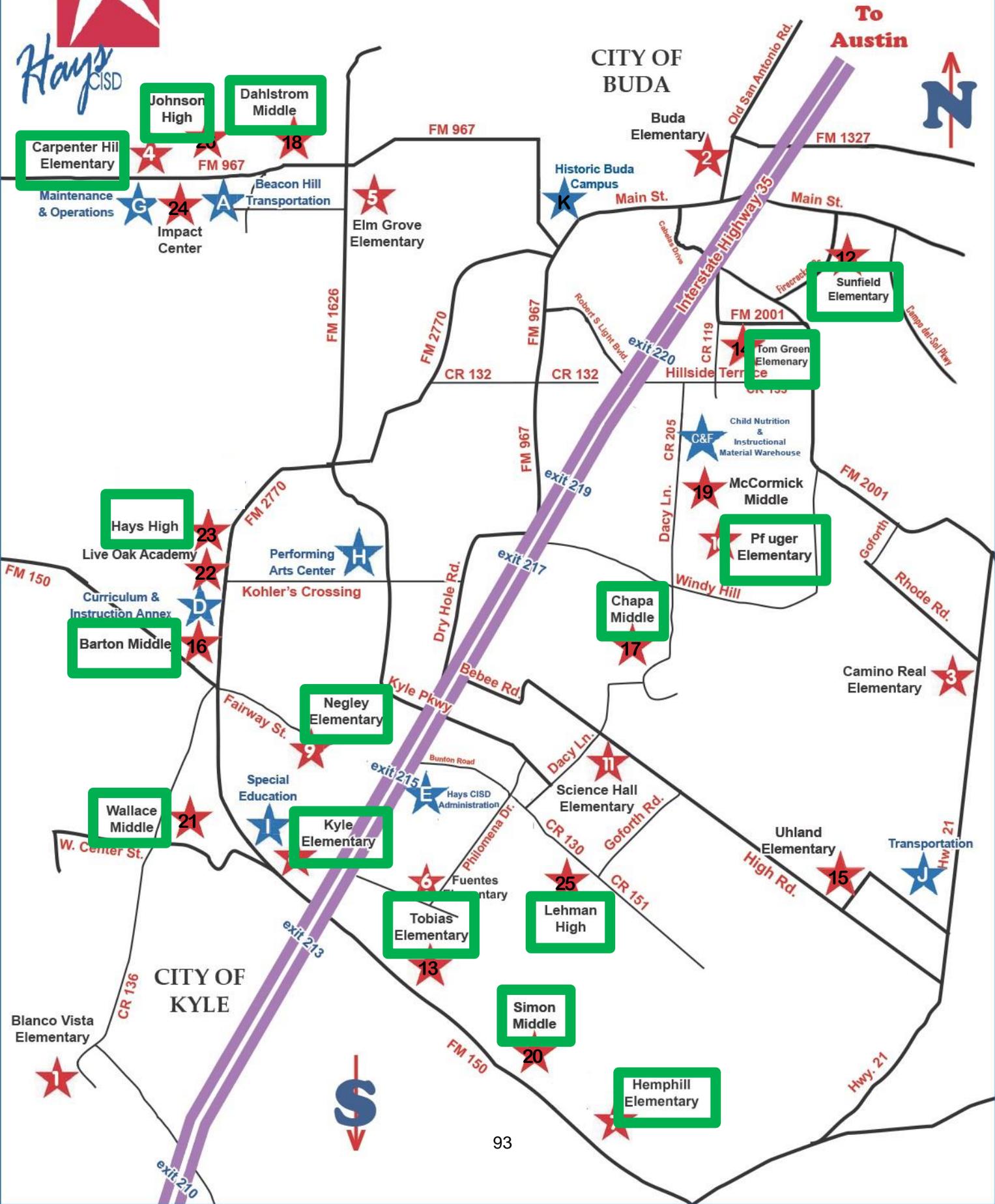


## HAYS CISD SCHOOL HEALTH ADVISORY COUNCIL MEMBERSHIP ROSTER 2024-2025

<b>SHAC Co-Chairs</b>				
<b>Last</b>	<b>First</b>	<b>Parent/District Staff</b>	<b>Term</b>	
Benthall	Megan	District Co-Chair	2024-2026	
Zavala	Alex	Parent Co-Chair	2023-2025	
<b>Parents</b>				
<b>Last</b>	<b>First</b>	<b>Campus</b>	<b>Term</b>	<b>Term #</b>
Cearbaugh	Kristen	Kyle Elementary School	2023-2025	1
Deshayes	Krista	Sunfield Elementary School	2024-2026	2
Edwards	LaToya	Tobias Elementary School/Simon Middle School	2023-2025	1
Febin	Tiffanie	Wallace Middle School/Hays High School	2024-2026	New
Gallardo	Erica	Negley Elementary School/Barton Middle School	2023-2025	1
Goffena	Robin	Carpenter Hill Elementary School	2024-2026	2
Jensen	Sarah	Dahlstrom Middle School/Johnson High School	2024-2026	New
Levin	Jessica	Hemphill Elementary School/Simon Middle School/Lehman High School	2024-2026	New
Lowe	Lameka	Pflugger Elementary School/Johnson High School	2024-2026	New
Robinson	Tiffany	Tom Green Elementary School	2023-2025	1
Tobias	Teresa	Chapa Middle School/Lehman High School	2023-2025	1
Valdez	Ali	Hays High School	2023-2025	1
Zavala	Alex	Barton Middle School	2023-2025	2
<b>Community Members</b>				
<b>Last</b>	<b>First</b>	<b>Community Organization</b>	<b>Term</b>	<b>Term #</b>
Hartman	Nicole	Pediatrician	2024-2026	3
VanVelson	Suzanne	CATCH Foundation	2024-2026	New
Woods	Diana	Buda United Methodist Church – Community Outreach	2023-2025	1
<b>District Staff</b>				
<b>Last</b>	<b>First</b>	<b>District Role</b>	<b>Term</b>	<b>Term #</b>
Benthall	Megan	HCISD Director of Student Health Services	2024-2026	2
Gonzalez	Maritza	HCISD Director of Guidance and Counseling	2023-2025	2
Lorentzen	Whitney	HCISD Lead Elementary PE/Health Teacher, Camino Real Elementary	2023-2025	4
Stone	Thomas	HCISD Child Nutrition	2024-2026	New
White-Jackson	Gloria	HCISD PEP Coordinator	2024-2026	1
Corona	Melissa	HCISD Director of Special Education (non-voting)	2023-2025	1
Johnson	LindaRae	HCISD Mental Health Professional (non-voting)	2023-2025	1
Moffett	Lance	HCISD Director of Athletics (non-voting)	2023-2025	1
Skrocki	Jeri	HCISD Chief Safety/Security (non-voting)	2023-2025	2
Solis	Angelica	HCISD Child Nutrition (non-voting)	2024-2026	New



# Campuses Represented on Hays CISD SHAC (outlined in green)



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

Date: August 26, 2024

Agenda Item: J.6

Board Goal: Finance

Subject: Consideration and possible Acceptance of Certified Property Values for the 2024 Tax Year

Administrator Responsible/Position: Randy Rau

**A. Purpose of Agenda Item:**

Action needed                       Information only                       Receive input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

Approval of the certified property values for 2024 Tax Year

**D. Summary:**

- Previous board action relating to this item** – August 28, 2023 information presented to the board.
- Future action anticipated** – Presented for approval annually
- Background information** – The 2024-2025 budget has been approved by the Board of Trustees based on April 2024 Certified Estimates. Certified Values were received on July 25, 2024 (see attached summary). Net taxable values for 2024 tax year (2024-25 fiscal year) from the Hays, Caldwell and Travis appraisal districts have increased \$1,578,765,656 or 8.83 percent compared to the tax year 2023 (2023-24 fiscal year) (attached).

**E. Comments Received:**

Cabinet       DLT       FBOC       Teacher Org. Reps.       Other

**F. Administrative Recommendation:**

The administration recommends acceptance of the certified values as presented.

**G. Fiscal Impact and Cost:    Amount:**

Budget                       Bond                       Grant/Special Funds                       Other

**H. Suggested Motion:**

I move that the Hays CISD Board of Trustees accept the certified property values, as presented.

**Hays Consolidated Independent School District**  
**Summary of Certified Values**  
**for the Tax Year 2024 and Budget Year Ending June 30, 2025**

<u>Tax Year</u>	<u>Appraisal District</u>	<u>"Certified" ARB Net Taxable Value</u>	<u>Under ARB Review (85% and Appraiser's Opinion)</u>	<u>Total Certified Values</u>
2024	Hays	\$ 18,894,321,119	\$ 190,081,887	\$ 19,084,403,006
2024	Caldwell	\$ 136,751,497	\$ 569,976	\$ 137,321,473
2024	Travis	\$ 203,856,652	\$ 24,279,357	\$ 228,136,009
	Total	\$ 19,234,929,268	\$ 214,931,220	\$ 19,449,860,488
2023	Hays	\$ 17,063,165,590	\$ 483,029,463	\$ 17,546,195,053
2023	Caldwell	\$ 125,809,828	\$ 2,884,670	\$ 128,694,498
2023	Travis	\$ 161,992,650	\$ 34,212,631	\$ 196,205,281
	Total	\$ 17,350,968,068	\$ 520,126,764	\$ 17,871,094,832
	Difference			\$ 1,578,765,656
	% Increase/(decrease)			8.83%

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

Date: August 26, 2024

Agenda Item: J.7

Board Goal: Finance

Subject: Consideration and possible approval of Hays CISD Investment Officers for the 2024-2025 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  
CDA Legal/Local

**C. Goal or Need Addressed:**

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. *Gov't Code 2256.005(f)*

**D. Summary:**

**Previous board action relating to this item** – Approved on August 28, 2023  
 **Background information** - The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.  
In accordance with the Public Funds Investment Act, Texas Government Code 2256.005(f), the Board of Trustees must approve the person(s) that shall serve as investment officer(s) for the District.  
The following individuals are recommended for approval as investment officers for the District:  
Randy Rau – Chief Financial Officer  
Rafael De Avila – Senior Accountant

**E. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other

**F. Administrative Recommendation:**

The administration recommends approval of the resolution as presented.

**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— Randy Rau

**I. Suggested Motion:**

I move that the Hays CISD Board of Trustees approve Hays CISD investment officers for the 2024-2025 school year, as presented.

# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 26, 2024

Agenda Item: J.8

Board Goal: Finance

Subject: Consideration and possible approval of Property, School Liability, Automobile and Workers' Compensation Insurance – TASB Risk Management

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:  
 To protect the District's investments in real and personal property and to protect the board, District, and District employees from claims asserted against them.

D. Summary:  
 Previous board action relating to this item – August 28, 2023  
 Background information – See table below for cost impact:

Coverage	2023-2024	2024-2025	Cost Increase
Property and Equipment Breakdown	\$ 973,403	\$ 1,638,133	\$ 664,730
School Liability, Privacy/Information, Security	\$ 107,884	\$ 109,083	\$ 1,199
Auto Liability, Comprehensive and Collison	\$ 147,509	\$ 187,653	\$ 40,144
Workers' Compensation	\$ 671,499	\$ 698,360	\$ 26,861
<b>TOTAL</b>	<b>\$ 1,900,295</b>	<b>\$ 2,633,229</b>	<b>\$ 732,934</b>

E. Comments Received:  
 Cabinet     DLT     FBOC     Teacher Org. Reps.     Other:

F. Administrative Recommendation:  
 The administration recommends the board approve the property, school liability, automobile and workers' compensation insurance coverages from the Texas Association of School Boards (TASB) Risk Management Fund in the amount of \$ as presented

G. Fiscal Impact and Cost: Total Amount: \$2,633,229  
 Budget – General Operating Fund     Bond     Grant/Special Funds     Other  
 Prior Year Spending – \$1,900,295

H. Monitoring and Reporting Time Line:  
 Person responsible for evaluating this decision or action— Randy Rau

**I. Suggested Motion:**

I move that the Hays CISD Board of Trustees approve the property, school liability, automobile and workers' compensation insurance coverages from the Texas Association of School Boards (TASB) Risk Management Fund for an amount not to exceed \$2,633,229, as presented.

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

Date: August 26, 2024

Agenda Item: K.1a

Board Goal: Community Relations

Subject: Consideration and possible approval of the Purchase of Land for Future School Sites

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

- A. Purpose of Agenda Item:**  
 Action needed                       Information only                       Receive input
- B. Authority for This Action:**  
 Local Policy                       Law or Rule                       N/A
- C. Goal or Need Addressed:**  
Work with local entities and developers to produce safe, desirable communities.
- D. Summary:**  
 Previous board action relating to this item –  
 Future action anticipated –  
 **Background information** – Staff engaged a real estate broker to assist with the purchase of land for future school sites. We began our search in the southeast sector of the District due to the anticipated growth in that area. Staff recommends purchasing the tract discussed in closed session contingent upon favorable due diligence findings and the successful passage of the May 2025 Bond.
- E. Comments Received:**  
 Cabinet     DLT     FBOC     Teacher Org. Reps.     Other:
- F. Administrative Recommendation:**  
Administration recommends the purchase of land for future school sites.
- G. Fiscal Impact and Cost: Amount:**  
 Budget     Bond                       Grant/Special Funds                       Other  
Prior Year Spending – Not applicable  
Future/Ongoing - This land purchase is contingent upon the passage of a future bond
- H. Monitoring and Reporting Time Line:**  
Person responsible for evaluating this decision or action: Dr. Eric Wright, Max Cleaver  
Evaluation method and time line:  
Next report to the board:
- I. Suggested Motion:**  
I move that the Hays CISD Board of Trustees approve the purchase of land for future school sites, as discussed.

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

Date: August 26, 2024

Agenda Item: K.2

Board Goal: Community Relations / Student Achievement

Subject: Consideration and possible approval of an Agreement to join Litigation regarding 2023-2024 A-F Accountability System

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:**

The goal of this agenda item is to seek approval of the adoption of a resolution to join litigation regarding the A-F Accountability System

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

**Background information** – The A-F Accountability System is a statewide rating system established by the Texas Legislature to provide information about the academic performance of Texas public schools. Texas Education Code 39.054, has granted broad authority to the Commissioner of the Texas Education Agency to “adopt the rules to evaluate school district and campus performance and assign each district and campus an overall performance rating of A, B, C, D, or F”. Without requirement, the Commissioner has stated that the A-F Accountability System should be revised every five years. The enclosed resolution provides details regarding the litigation.

**E. Suggested Motion**

I move that the Hays CISD Board of Trustees approve an agreement to join litigation regarding the 2023-2024 A-F Accountability System, as presented.

**LEGAL SERVICES AGREEMENT  
WITH O’HANLON, DEMERATH & CASTILLO**

This agreement is made between the Hays Consolidated Independent School District (“District”) and O’Hanlon, Demerath & Castillo (“Firm”) for representation of the District in the lawsuit regarding the A–F performance ratings for the 2023–2024 school year.

1. Joint Representation: The Firm will be representing multiple school districts in this litigation. We will allocate all fees and expenses incurred for the common benefit of all school district clients equally **among all school districts** who are represented by the Firm in this lawsuit. Any fees or expenses that are incurred only for the benefit of a single school district (e.g., attending a board meeting, discussing this case with an individual from a school district, etc.) will be billed separately to that school district.

2. Fees: Time will be billed by the Firm as follows: an hourly fee of \$450 for shareholders, \$350 for partners, \$275 for associates, and \$110 for paralegals and law clerks. Fees will be charged for legal work on the case that benefits the District and not for clerical or other nonlegal tasks. Time will be billed in 1/10<sup>th</sup> hour increments. The District authorizes the Firm to retain outside law firms or attorneys to assist with this matter at the same rates described above.

3. Expenses: The District will reimburse the Firm for reasonable and necessary expenses incurred in handling this litigation, including filing fees, transcription fees, expenses for investigation, expert witness fees, and travel (if any) outside of Travis County. The Firm anticipates retaining Dee Carney as an expert witness at a rate of \$250 per hour and may retain a psychometrician as an expert witness at a rate of no more than \$450 per hour.

4. Termination: You will have the right **to terminate** our representation **at any time**. In the event of any such termination, we will cooperate in all steps necessary to free us of any obligations to perform further, including the execution of any documents reasonably necessary to complete our withdrawal. The District will be responsible for its share of the fees and expenses incurred as of the date of termination under the terms of this agreement.

5. Conflict Issues: The Firm has not detected any conflict between our firm and your interests. Further, we do not anticipate any conflict to arise in the future. The District authorizes the Firm to represent additional school districts in this litigation and consents to the Firm speaking with other school districts and third parties regarding this litigation. The District will not be charged for any time spent speaking with third parties other than co-counsel, opposing counsel, and/or expert witnesses.

6. Miscellaneous: This letter agreement is governed by the laws of the State of Texas and is binding. This letter agreement constitutes the entire agreement with respect to matters involving the engagement of the Firm for this litigation and the payment of fees in connection with this engagement. Since the outcome of litigation or other legal matters is subject to the vagaries and risks inherent in the litigation or legal process, it is understood that we have made no promises or guarantees to you concerning any outcomes as a result of our representation. Nothing in this letter shall be construed as such a promise or guarantee.

7. Notice to Clients: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of the Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free or for more information visit [CDC.Texasbar.com](http://CDC.Texasbar.com).

\* \* \*

By signing below on behalf of the District, you agree that at a publicly-posted meeting compliant with Texas law, the District's Board of Trustees has either delegated authority to you to sign this agreement or has approved this agreement.

---

Dr. Eric Wright, Superintendent  
Hays CISD

---

David Campbell  
O'Hanlon, Demerath & Castillo

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

Date: August 26, 2024

Agenda Item: K.3

Board Goal: Community Relations

Subject: Consideration and possible approval of a memorandum of Understanding between Hays CISD and Texas State University Dietetic Internship Program

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 internship program is to provide opportunities to Texas State University students to provide professional experience in school nutrition for food service management.

**D. Summary:**

Previous board action relating to this item – None  
 Future action anticipated -  
 Background information – The purpose of this agreement is to provide a high-quality internship program that creates a pipeline for potential hires for Hays CISD who are familiar with our needs and district culture.

**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: None**

Budget                       Bond                       Grant/Special Funds       Other

**H. Monitoring and Reporting Time Line:**

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

**Evaluation method and timeline** –

**Next report to the board** – Potential renewal for the 25/26 school year

**I. Suggested Motion:**

I move that the Hays CISD Board of Trustees approve the MOU between Hays CISD and Texas State University Dietetic Internship Program for dietetic interns at Hays CISD facilities, as presented.

MEMORANDUM OF AGREEMENT  
BETWEEN  
TEXAS STATE UNIVERSITY  
AND  
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Memorandum of Agreement (“Agreement”) is made and entered into this \_\_\_ day of August 2024 between Texas State University, on behalf of the School of Family and Consumer Sciences, (herein referred to as “School”) and Hays Consolidated Independent School District, (herein referred to as “Facility” or “HCISD”), an independent school district and political subdivision of the State of Texas (together, the “Parties”).

**NATURE, SCOPE, PURPOSES, AND INSTRUCTIONAL PLANNING**

(Program: Dietetic Internship)

Whereas, School has curricula in Dietetic Internship (“Program”) for which dietetics in the area of school nutrition and food service management is an integral component of the curricula;

Whereas, School desires the cooperation of facilities in the development of skills in school nutrition and food service management;

Whereas, Facility recognizes its professional responsibility to participate in the education of dietetics students;

Whereas, the Parties have agreed to enter into this Agreement to provide Schools’ students in the Program the opportunity to learn school nutrition and food service management;

Whereas, HCISD has available space to dedicate to the furtherance of the collaboration as set forth herein;

Whereas, the partnership with School will strengthen community ties and create a pipeline for potential hires for HCISD who are familiar with Facility’s needs and cultures;

Whereas, the HCISD Board of Trustees finds this Agreement serves a public purpose by providing experience in school nutrition and food service management for future generations; and

**NOW, THEREFORE**, in consideration of the conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

**I. TERM**

The term of this Agreement is for a period of one (1) year beginning August \_\_\_, 2024 and shall be automatically renewed for subsequent one-year terms, not to exceed four (4) additional one-year terms, unless otherwise terminated as described in Section VI below.

## **II. RESPONSIBILITIES OF SCHOOL**

- A. School will provide instructors on site for supervision of dietetic interns who meet the requirements of School. If School does not provide on-site instructors, it will attach an addendum explaining how proper supervision of student(s) will occur.
- B. Once the Agreement is signed by both parties, School representative will contact Facility department head or designee, either by phone or by meeting, to discuss the number of students Facility is able to accommodate and the optimal arrangement and experiences for School's students in that department.
- C. The schedule of days and hours for students' use of Facility will be planned by the instructors of the School and shall be coordinated with and approved by Facility.
- D. School will provide to the Facility administrator, in advance of students arriving at Facility, school nutrition and food service management objectives, schedules indicating the number and names of students and instructors to be assigned under this Program, the areas they will be assigned to, and the days and hours of their assignment.
- E. Assignments and guidance of students are the responsibility of School instructors, as is the responsibility to verify student readiness and ability to complete the school nutrition and food service management program.
- F. School will advise the assigned students of the responsibility for complying with the rules and policies and procedures of Facility. Instructors of School agree to abide by the rules and policies of Facility while using its facilities.
- G. The instructors of School will evaluate and counsel students regarding performance in the Program.
- H. All student information exchanges, as well as proprietary information of Facility will remain confidential as permitted by Texas law.
- I. School will be responsible for all administrative functions related to the maintaining of students' records including their rotation, attendance and proficiency in the Program.
- J. Prior to and throughout rotation, School is responsible to document that students' immunizations are current and include a Mantoux test and/or chest x-ray results. (Immunizations specifically addressed are tetanus, diphtheria, rubeola, rubella, mumps, varicella, influenza, and hepatitis B.) School shall provide such documentation to Facility upon reasonable request.
- K. School will advise its students and instructors to maintain health insurance coverage that would be used for treating injuries occurring in Facility during administrative experience and for treating illness resulting from the school nutrition and food service management experience.

- L. Prior to sending students to Facility, School will educate and provide documentation as needed to the students on hazard communication, back safety, Facility's disaster plan, fire plan, exposure control plan, and tuberculosis exposure control plan. Facility will make its instructional literature available to School.
- M. School and its students are subject to and must comply with the Family Educational Rights and Privacy Act ("FERPA") and its prohibitions against disclosure of personally identifiable information regarding Facility's students to third parties, except where permitted by the regulations of the United States Department of Education.
- N. HCISD requires all individuals who provide services on District premises to undergo a criminal background check. School agrees that such criminal background checks shall be performed at no cost to HCISD and shall be completed prior to School's presence in the District. School will certify that, for each employee or student of School, who will have duties related to this Agreement and will come on District property, that School has obtained and reviewed national criminal history record information from the Texas Department of Public Safety as required by Texas Education Code Section 22.0834 and Texas Administrative Code Sections 153.1101 and 153.1117 for each employee or student of School, and has determined that each employee or student of School providing services on District property during the Agreement Term satisfactorily meets all criminal background check requirements of HCISD.

### **III. RESPONSIBILITIES OF FACILITY**

- A. Facility will provide adequate experience in school nutrition and food service management for the students in the Program, insofar as possible.
- B. Facility will allow the students and instructors of School in the Program to use Facility library, where available.
- C. Teaching equipment owned by Facility may be used in the Program as available, provided such use is limited to Facility premises only.
- D. Facility will assume the cost of equipment that is broken or damaged in its normal use.
- E. Facility will allow the students and instructors, at their expense, to use the cafeterias of the Facility, if applicable, consistent with District policy.
- F. Facility will furnish its rules and policies to the instructors of School and shall orient the instructors and/or students to Facility as Facility desires.
- G. Facility will inform its professional staff of the Program.
- H. Appropriate infectious procedures and protection will be made available and used to assure safety of the students and instructors.

- I. Facility is subject to and must comply with FERPA and its prohibitions against disclosure of personally identifiable information regarding School's students to third parties, except where permitted by the regulations of the United States Department of Education.

**IV. JOINT RESPONSIBILITIES OF SCHOOL AND FACILITY:**

- A. School and Facility will cooperate in providing each student a proper learning opportunity and in providing experience in school nutrition and food service management.
- B. Facility may submit a recommendation in writing to School for student or instructor withdrawal from the Facility site. Similarly, School may request alternative assignment at Facility location.
- C. School will provide proof of professional liability insurance coverage for all students enrolled in Program in the minimum amount of \$1,000,000 per claim/\$3,000,000 in the aggregate prior to participating in field practicum. This blanket policy will also cover School instructors who provide academic or clinical teaching under this Agreement. School will furnish a copy of this policy to Facility upon request.
- D. Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by either Party of their 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.
- E. School and Facility will cooperate, as needed, with defense of claims in which instructors or employees were involved or of which they had knowledge related to the claim.
- F. Facility will retain ultimate responsibility for the school nutrition and food service program offered at each location, and School will maintain administrative and applicable professional supervision of students insofar as their presence affects the operation of Facility.
- G. In their execution of this Agreement, 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.
- H. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCISD and either School or any employee, volunteer, or agent of School, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between HCISD and either School or any employee, volunteer, or agent of School. HCISD and School agree that neither School nor School's agents, employees, or students shall be covered under any HCISD insurance policy, including but not limited to HCISD's liability, property and

casualty, or workers' compensation insurance policies. School agrees that HCISD has no responsibility for any conduct of any of School's staff, employees, agents, students, or representatives. School assumes full responsibility for the actions of its staff, employees, agents, students, and representatives while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction, and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.

## **V. AMENDMENTS**

This Agreement shall be evaluated and reviewed annually by School and Facility for the purpose of making any agreed revisions which may be deemed advisable or necessary; amendments to the Agreement may be requested, in writing at any time by School or Facility and may be put into effect by signed approval of the amendments by both parties.

## **VI. TERMINATION**

If either School or Facility desires to terminate this Agreement, it may be terminated by written notice delivered personally or by courier or United States Mail to the other party. All notices shall be effective when personally served, or seventy-two (72) hours after deposit in the United States Mail. Termination shall be effective at the conclusion of the existing School semester. Upon notice of termination, those students assigned to receive school nutrition and food service management experience at Facility shall have the opportunity to fully complete the course of study which is in progress.

The parties may mutually agree in writing to terminate this Agreement for any reason, with or without cause, effective immediately or as otherwise agreed.

## **VII. MISCELLANEOUS**

- A. This Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understanding or written or oral Agreements between Parties respecting the within subject matter.
- B. Neither this Agreement, nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgement and authorization of the other party, not to be unreasonably withheld.
- C. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions.



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

Date: August 26, 2024

Agenda Item: K.4

Board Goal: Finance

Subject: Consideration and possible action to enter into a collection contract with Linebarger Goggan Blair & Sampson, LLP to collect delinquent property taxes pursuant to TX Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48

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:  
Assist the district in maximizing collections of delinquent property taxes owed to the district.
- D. Summary:  
 **Background information** – The District currently uses Linebarger Goggan Blair & Sampson LLP in the collection of the district’s delinquent property taxes. The district would like to renew the contract with Linebarger Goggan Blair & Sampson LLP until renewal on December 31, 2027.
- E. Comments Received:  
 Cabinet       DLT                       FBOC                       Teacher Org. Reps.       Other:
- F. Administrative Recommendation:  
The administration recommends the board approve the contact for collection of delinquent taxes as presented.
- G. Fiscal Impact and Cost: Total Amount: N/A  
 Budget – General Operating Fund       Bond                       Grant/Special Funds       Other  
Prior Year Spending – \$0
- H. Monitoring and Reporting Time Line:  
Person responsible for evaluating this decision or action— Randy Rau
- I. Suggested Motion:  
I move that the Hays CISD Board of Trustees approve a contract with Linebarger Goggan Blair & Sampson, LLP to collect delinquent property taxes pursuant to TX Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48, as presented.

ACTION APPROVING CONTRACT  
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Superintendent is authorized to execute this Agreement.

After exercising its due diligence, the Hays Consolidated Independent School District hereby finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the Hays Consolidated Independent School District at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the County does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP is currently providing these specialized legal services to Hays Consolidated Independent School District.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between Hays Consolidated Independent School District and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

# **CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES**

## **Agreement for Tax Collection Services**

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the Hays CISD (hereinafter referred to as the "Client").

### **Article I**

#### *Nature of Relationship*

**1.01** The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

**1.02** The Client hereby employs the Firm to provide the services hereinafter described for the compensation hereinafter provided for.

### **Article 2**

#### *Scope of Services*

**2.01** The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client, and all other taxing jurisdictions whose taxes may be collected by the Client, that may be subject to this agreement, as hereinafter provided.

**2.02** The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

### **Article 3**

#### *Compensation*

**3.01** The Client agrees to pay to the Firm, as compensation for the services required herein, fifteen percent (15%) of all taxes, penalty and interest subject to the terms of this contract as set out below, collected and paid to the collector of taxes during the term of this contract, as and when collected. Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or,

(e) On July 1 of the year in which the taxes become delinquent.

**3.02** It is expressly understood that payment of fees may be made pursuant to an interlocal agreement between District and Hays County Tax Assessor Collector ("Assessor") and paid directly by Assessor to Firm. The Client, by and through its designee, Assessor, shall pay the Firm monthly all compensation earned by the Firm for the previous month as provided in this Article 3; however, payment for all compensation earned by the Firm will be considered timely paid so long as it is remitted to Firm within forty-five (45) calendar days of Client's or Assessor's receipt of the funds from which the compensation is due. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

#### **Article 4**

##### *Intellectual Property Rights*

**4.01** The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

**4.02** The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the

Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

## **Article 5**

### *Costs*

**5.01** The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of all such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

**5.02** The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third-party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

**6.01** This Agreement shall be effective on the date fully executed by all the parties (The "Effective Date") and shall expire on December 31, 2027 (the "Expiration Date") unless extended as hereinafter provided.

**6.02** Unless prior to thirty (30) calendar days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended on an additional yearly basis without the necessity of any further action by either party.

**6.03** If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination.

The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have thirty (30) days from the date of the notice to cure any such deficiencies. If at the conclusion of that thirty-day remedial period, the Client remains unsatisfied with the Firm's performance the Client may terminate this Agreement effective immediately following the date of written notice to the Firm of such termination ("Termination Date").

**6.04** Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period. For any tax suits, applications for tax warrants or bankruptcy claims continuing as of the expiration of the six-month period following the Termination or Expiration Date, Firm will promptly turn over all information and/or files related to such pending matters to Client or Client's legal representative, and will reasonably cooperate with Client to transition such matters to Client's designated legal representative.

**6.05** The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm, but does limit Firm's recovery to only costs incurred pursuant to Article 5.

## **Article 7** *Miscellaneous*

**7.01** *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time to time obtain co-counsel. In such cases, the Firm will be responsible to pay any compensation due to any such co-counsel and Client will not incur any additional expenses beyond those specifically contemplated in Articles 3 and 5 of this Agreement.

**7.02** *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both Parties.

**7.03** *Governing Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. The mandatory and exclusive venue for the adjudication or

resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Hays County, Texas.

**7.04 Representation of Other Taxing Entities.** The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

**7.05 Retention of Files.** The Firm recognizes and acknowledges that all items contained in the Firm's litigation files related to the Firm's representation of the Client are the property of the Client. If the contract is terminated for any reason Firm agrees to return all client related information, including but not limited to litigation files, within six (6) months of said termination. Otherwise, the Firm will retain the files created in the course of performing the Services specified in Article 2 Above according to the following schedule and in accordance with the applicable Retention Schedule published by the Texas State Library and Archives Commission or other state or federal law, rule, or regulation applicable to records retention by Client. After the time periods specified in this Section and as allowed by state and/or federal laws, rules, and regulations, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information.

Tax Warrant Files: Five years from the date of issuance of a warrant.

Litigation Files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

**7.06 Compliance with Tx. Govt. Code §2270.002.** In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

**7.07 Compliance with Tx. Govt. Code §2252.151- .154.** In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

**7.08 Compliance with Tx. Govt. Code §2274.001 - .002.** In order to comply with Tx. Govt. Code §2274,001, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

**7.09 Compliance with Tx. Govt. Code §2274.001 - .002.** In order to comply with Tx. Govt. Code §2274,002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

CONSIDER ADDING THE FOLLOWING PROVISIONS:

**7.10 Indemnity.** To the fullest extent permitted by law, Firm shall hold Client and its past and present and future trustees, officers and employees harmless and shall indemnify all such parties against any and all liability, loss, expense, claims, demands, damages, and/or causes of action of whatever kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of Firm and its agents, employees, and/or subcontractors done in connection with this Agreement.

**7.11 No Waiver of Clients Immunity.** The execution of this Agreement and the performance of Client of any of its obligations hereunder are not, and are not intended to waive or relinquish, and Client shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to Client, its trustees, officers, employees, or agents under federal or Texas laws.

**7.12 No Third-Party Beneficiaries.** Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

**7.13 Non-Appropriation of Funds.** The term of this Agreement is a commitment of Client's current revenue only and this Agreement does not otherwise commit, or entitle Firm to receive, future revenue of Client.

**7.14 Independent Contractor Status.** It is the intention of the parties that Firm be an independent contractor and not an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Firm or any employee or agent of Firm. Firm agrees that Firm, nor any employee,

agent, joint venturer, or partner of Firm, is a is an employee of Client. Firm also agrees that it is solely responsible for all social security, unemployment compensation, and state and federal taxes, related to Firm's operation, agencies, ventures, and/or partnerships or imposed or required under applicable state and/or federal laws related to Social Security, worker's compensation, income, employment, and/or operation.

**7.15 Insurance Requirements.**

- a. Firm shall procure and carry, at its sole cost and expense through the life of this Agreement and for a period of at least five years following the termination or expiration of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to Client, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation the indemnity obligations set forth herein. Firm shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant, of Firm to obtain and maintain in full force and effect, during the term of this Agreement, commercial general liability and professional liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The commercial general liability policy shall be written on an occurrence basis, and all policies will be subject to the following minimum limits of liability:

- i. Commercial General Liability:

- A. Combined Single Limit: \$1,000,000

- ii. Professional Liability:

- A. Combined Single Limit: \$1,000,000

**7.16 Severability.** In any case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**In consideration of the terms and compensation herein stated,** the Firm hereby undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

**Hays CISD**

**Linebarger Goggan Blair  
& Sampson, LLP**

By:

By:

---

Raul Vela, Jr., President  
Board of Trustees  
Hays CISD

---

Steve Bird, Partner

Date:

Date:

---

---

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

Date: August 26, 2024

Agenda Item: K.5

Board Goal: Finance

Subject: Consideration and possible action to adopt a memorandum approving a contract with Linebarger Goggan Blair & Sampson LLP for School Property Value Study Services

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:**

Assist the district in maximizing state funding received by conducting regular audits of the districts “assigned” state values.

**D. Summary:**

**Background information** – The District currently uses Linebarger Goggan Blair & Sampson LLP in the collection of the district’s delinquent property taxes and would like to expand their services to include audits of the district’s state assigned property values. Audits would include the school year 2023-2024 and each succeeding year as well as audits for the past school years 2020-2021; 2021-2022; and 2022-2023.

**E. Comments Received:**

Cabinet       DLT                       FBOC                       Teacher Org. Reps.       Other:

**F. Administrative Recommendation:**

The administration recommends the board approve the contact for school property values audits as presented.

**G. Fiscal Impact and Cost: Total Amount: \$0**

Budget – General Operating Fund       Bond                       Grant/Special Funds       Other

**H. Monitoring and Reporting Time Line:**

Person responsible for evaluating this decision or action— Randy Rau

**I. Suggested Motion:**

I move that the Hays CISD Board of Trustees adopt a memorandum approving a contract with Linebarger Goggan Blair & Sampson LLP for School Property Value Study Services, as presented.

## CONTRACT

This Contract is between the law firm of Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as Firm, and Hays Consolidated Independent School District, hereinafter referred to as District. This Contract is for the administrative audit of the property value study findings as conducted by the Texas Comptroller's Office as of January 1, 2020 for the school year 2020-2021, January 1, 2021 for the school year 2021-2022, January 1, 2022 for the school year 2022-2023. Firm and District agree as follows:

### I.

#### Administrative and Judicial Appeal Services

Firm agrees to represent District in the administrative audit of the property value study conclusions for District. Included in such administrative representation is the gathering and analysis of evidence as may be necessary or appropriate, presentation of the audit at administrative hearings, and prosecution of any judicial appeal. Firm agrees to retain any necessary consultants as required.

### II.

#### Fees and Expenses

Firm agrees to bear the costs of preparing and presenting the administrative audit and prosecuting any judicial appeal including the expenses, if any, for other consultants.

District agrees to pay Firm as compensation for services under this Contract a contingent fee equal to ten percent (10%) of the additional State aid that District qualifies for in the year 2020-2021, 2021-2022, 2022-2023, as a result of the administrative audit or judicial appeal until this contract is terminated by either Firm or District. Payment of the fee to Firm shall be made in single payments within forty-five (45) calendar days following the certification of State aid amounts by the Commissioner of Education, or as agreed upon in a letter to District executed by a partner of the Firm. The Parties further agree that, absent the District's recovery of additional State aid received due to actions taken by Firm pursuant to this Agreement, no other fees and/or expenses will be due under the terms of this Agreement.

### III.

#### Termination

This contract covers the administrative audit of the property value study findings as conducted by the Texas Comptroller's Office as of the following dates until this contract is terminated by either Firm or District: January 1, 2020 for the school year 2020-2021, January 1, 2021 for the school year 2021-2022, January 1, 2022 for the school year 2022-2023. Firm or District may terminate this contract by providing thirty (30) days written notice to the other party. If, as of the date this Agreement is terminated, the District has not recovered additional state aid as contemplated by this Agreement, the Parties agree that Firm will not receive the fees and/or expenses listed in Section 2 of this Agreement

### IV.

#### Miscellaneous

*Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time to time obtain co-counsel. In such cases, the Firm will be responsible to pay any compensation due to any such co-counsel and the District will not incur any additional expenses beyond those specifically contemplated in Section II of this Agreement.

*Integration.* This Agreement contains the entire agreement between the parties hereto and may

only be modified in a written amendment, executed by both Parties.

*Governing Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Hays County, Texas.

*Retention of Files.* The Firm recognizes and acknowledges that all items contained in the Firm's files related to the Firm's representation of the District are the property of the District. If the contract is terminated for any reason Firm agrees to return all the District related information, including but not limited to administrative appeal, audit, and/or litigation files, within a reasonable time, not to exceed fourteen (14) calendar days following said termination. Otherwise, the Firm will retain the files created in the course of performing the Services specified in this Agreement in accordance with the applicable Retention Schedule published by the Texas State Library and Archives Commission or other state or federal law, rule, or regulation applicable to records retention by the District. After the time periods specified in, and as allowed by, state and/or federal laws, rules, and regulations, the District consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information.

*Compliance with Tx. Govt. Code 2271.002.* In order to comply with Tx. Govt. Code 2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

*Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87<sup>th</sup> Leg., R.S., Ch. 529 (S.B. 13).* In order to comply with Tx. Govt. Code 2274.002, the Firm hereby certifies that it does not boycott energy companies and will not boycott energy companies during the term of the agreement.

*Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87<sup>th</sup> Leg., R.S., Ch. 529 (S.B. 19).* In order to comply with Tx. Govt. Code 2274.002, the Firm certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

*Indemnity.* To the fullest extent permitted by law, Firm shall hold District and its past and present and future trustees, officers and employees harmless and shall indemnify all such parties against any and all liability, loss, expense, claims, demands, damages, and/or causes of action of whatever kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of Firm and its agents, employees, and/or subcontractors done in connection with this Agreement.

*No Waiver of Districts Immunity.* The execution of this Agreement and the performance of District of any of its obligations hereunder are not, and are not intended to waive or relinquish, and District shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to District, its trustees, officers, employees, or agents under federal or Texas laws.

*No Third-Party Beneficiaries.* Nothing in this Agreement shall be deemed or constructed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

*Non-Appropriation of Funds.* The term of this Agreement is a commitment of District's current revenue only and this Agreement does not otherwise commit, or entitle Firm to receive, future revenue of District.

*Independent Contractor Status.* It is the intention of the parties that Firm be an independent contractor and not an employee, agent, joint venturer, or partner of District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and either Firm or any employee or agent of Firm. Firm agrees that Firm, nor any employee, agent, joint venturer, or partner of Firm, is a is an employee of District. Firm also agrees that it is solely responsible for all social security, unemployment compensation, and state and federal taxes, related to Firm's operation, agencies, ventures, and/or partnerships or imposed or required under applicable state and/or federal laws related to Social Security, worker's compensation, income, employment, and/or operation.

*Insurance Requirements.*

a. Firm shall procure and carry, at its sole cost and expense through the life of this Agreement and for a period of at least five years following the termination or expiration of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to District, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation the indemnity obligations set forth herein. Firm shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant, of Firm to obtain and maintain in full force and effect, during the term of this Agreement, commercial general liability and professional liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The commercial general liability policy shall be written on an occurrence basis, and all policies will be subject to the following minimum limits of liability:

- i. Commercial General Liability:
  - A. Combined Single Limit: \$1,000,000
  
- ii. Professional Liability:
  - A. Combined Single Limit: \$1,000,000

*Severability.* In any case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

In consideration of the terms and compensation herein stated, the Firm hereby undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the District by the duly authorized persons whose signatures appear below.

This Contract is executed on \_\_\_\_\_, 2024 at Hays County, Texas.

Hays Consolidated Independent School District

Linebarger Goggan Blair & Sampson, LLP

By: \_\_\_\_\_

By: \_\_\_\_\_

PARTNER

\_\_\_\_\_  
TITLE

## CONTRACT

This Contract is between the law firm of Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as Firm, and Hays Consolidated Independent School District, hereinafter referred to as District. This Contract is for the administrative appeal, audit, and any judicial appeal of the property value study findings as conducted by the Texas Comptroller's Office as of January 1, 2023 for the school year 2023-2024 and for each succeeding year's study. Firm and District agree as follows:

### I.

#### Administrative and Judicial Appeal Services

Firm agrees to represent District in the administrative appeal, audit, and any judicial appeal of the property value study conclusions for District. Included in such administrative and judicial appeal representation is research of the preliminary conclusions, the gathering and analysis of property sales, appraisals and such other evidence as may be necessary or appropriate, presentation of the appeal at administrative hearings, and prosecution of any judicial appeal. Firm agrees to retain any necessary consultants or appraisers as required.

### II.

#### Fees and Expenses

Firm agrees to bear the costs of preparing and presenting the administrative appeal, audit, and prosecuting any judicial appeal including the expenses, if any, for appraisers or other consultants.

District agrees to pay Firm as compensation for services under this Contract a contingent fee equal to ten percent (10%) of the additional State aid that District qualifies for as a result of the administrative, judicial appeal, or audit, until this contract is terminated by either Firm or District. Payment of the fee to Firm shall be made within forty-five (45) calendar days following the certification of State aid amounts by the Commissioner of Education, or as agreed upon in a letter to District executed by a partner of the Firm. The Parties further agree that, absent the District's recovery of additional State aid received due to actions taken by Firm pursuant to this Agreement, no other fees and/or expenses will be due under the terms of this Agreement.

### III.

#### Termination

This contract covers the 2023 property value study and each succeeding annual study until this contract is terminated by either Firm or District. Firm or District may terminate this contract by providing thirty (30) days written notice to the other party. If, as of the date this Agreement is terminated, the District has not recovered additional state aid as contemplated by this Agreement, the Parties agree that Firm will not receive the fees and/or expenses listed in Section 2 of this Agreement

### IV.

#### Miscellaneous

*Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time to time obtain co-counsel. In such cases, the Firm will be responsible to pay any compensation due to any such co-counsel and the District will not incur any additional expenses beyond those specifically contemplated in Section II of this Agreement.

*Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both Parties.

*Governing Law and Venue.* This Agreement shall be governed by and construed in accordance with the

laws of the State of Texas without regard to its conflict of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Hays County, Texas.

*Retention of Files.* The Firm recognizes and acknowledges that all items contained in the Firm's files related to the Firm's representation of the District are the property of the District. If the contract is terminated for any reason, Firm agrees to return all the District related information, including but not limited to administrative appeal, audit, and/or litigation files, within a reasonable time, not to exceed fourteen (14) calendar days following said termination. Otherwise, the Firm will retain the files created in the course of performing the Services specified in this Agreement in accordance with the applicable Retention Schedule published by the Texas State Library and Archives Commission or other state or federal law, rule, or regulation applicable to records retention by the District. After the time periods specified in, and as allowed by, state and/or federal laws, rules, and regulations, the District consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information.

*Compliance with Tx. Govt. Code 2271.002.* In order to comply with Tx. Govt. Code 2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

*Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87<sup>th</sup> Leg., R.S., Ch. 529 (S.B. 13).* In order to comply with Tx. Govt. Code 2274.002, the Firm hereby certifies that it does not boycott energy companies and will not boycott energy companies during the term of the agreement.

*Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87<sup>th</sup> Leg., R.S., Ch. 529 (S.B. 19).* In order to comply with Tx. Govt. Code 2274.002, the Firm certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

*Indemnity.* To the fullest extent permitted by law, Firm shall hold District and its past and present and future trustees, officers and employees harmless and shall indemnify all such parties against any and all liability, loss, expense, claims, demands, damages, and/or causes of action of whatever kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of Firm and its agents, employees, and/or subcontractors done in connection with this Agreement.

*No Waiver of Districts Immunity.* The execution of this Agreement and the performance of District of any of its obligations hereunder are not, and are not intended to waive or relinquish, and District shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to District, its trustees, officers, employees, or agents under federal or Texas laws.

*No Third-Party Beneficiaries.* Nothing in this Agreement shall be deemed or constructed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

*Non-Appropriation of Funds.* The term of this Agreement is a commitment of District's current revenue only and this Agreement does not otherwise commit, or entitle Firm to receive, future revenue of District.

*Independent Contractor Status.* It is the intention of the parties that Firm be an independent contractor and not an employee, agent, joint venturer, or partner of District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and either Firm or any employee or agent of Firm. Firm agrees that Firm, nor any employee, agent, joint venturer, or partner of Firm, is a is an employee of District. Firm also agrees that it is solely responsible for all social security, unemployment compensation, and state and federal taxes, related to Firm's operation, agencies, ventures, and/or partnerships or imposed or required under applicable state and/or federal laws related to Social Security, worker's compensation, income, employment, and/or operation.

*Insurance Requirements.*

125

- a. Firm shall procure and carry, at its sole cost and expense through the life of this Agreement and

for a period of at least five years following the termination or expiration of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to District, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation the indemnity obligations set forth herein. Firm shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant, of Firm to obtain and maintain in full force and effect, during the term of this Agreement, commercial general liability and professional liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The commercial general liability policy shall be written on an occurrence basis, and all policies will be subject to the following minimum limits of liability:

- i. Commercial General Liability:
  - A. Combined Single Limit: \$1,000,000
  
- ii. Professional Liability:
  - A. Combined Single Limit: \$1,000,000

*Severability.* In any case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

In consideration of the terms and compensation herein stated, the Firm undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the District by the duly authorized persons whose signatures appear below.

This Contract is executed on \_\_\_\_\_, 2024 at Hays County, Texas.

Hays Consolidated Independent School District

Linebarger Goggan Blair & Sampson, LLP

By: \_\_\_\_\_

By: \_\_\_\_\_

PARTNER

\_\_\_\_\_  
TITLE

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

Date: August 26, 2024

Agenda Item: K.6

Board Goal: Finance

Subject: Consideration and possible Adoption of an Order for Proposed Defeasance and Redemption of a Portion of Outstanding Bonds

Administrator Responsible/Position: Randy Rau, Chief Financial Officer

**A. Purpose of Agenda Item:**

Action needed                       Information only                       Receive input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

Ensure/maintain fiscal responsibility in the management of the District's outstanding debt obligations.

**D. Summary:**

Previous board action relating to this item -

Future action anticipated -

**Background information** – Consider adoption of an order authorizing and providing for the defeasance and redemption of certain outstanding obligations of Hays Consolidated Independent School District; and containing other provisions related thereto (see attached).

**E. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other

**F. Administrative Recommendation:**

The administration recommends approval of the defeasance resolution as presented.

**G. Fiscal Impact and Cost:    Amount:**

Budget                       Bond                       Grant/Special Funds                       Other

**H. Monitoring and Reporting Time Line:**

Person responsible for evaluating this decision or action — Randy Rau

**I. Suggested Motion:**

I move that the Hays CISD Board of Trustees adopt an order for proposed defeasance and authorize the redemption of Bonds, as presented.

RESOLUTION EXPRESSING INTENT TO DEFEASE AND REDEEM  
CERTAIN OF THE DISTRICT'S OUTSTANDING BONDS

STATE OF TEXAS	§
COUNTIES OF HAYS, CALDWELL AND TRAVIS	§
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	§

WHEREAS, the Hays Consolidated Independent School District (the "District") has duly issued and there is now outstanding approximately \$872,065,000 of unlimited tax bonds (the "Outstanding Bonds"); and

WHEREAS, the Board of Trustees (the "Board") of the District has determined to express its present intention to defease and redeem approximately \$22,700,000 in aggregate principal amount of such Outstanding Bonds during the fiscal year that commenced on July 1, 2024, thereby (i) increasing the District's capacity to pay debt service on school building bonds that may be issued in the future, (ii) terminating the payment of interest on such bonds on the date of their redemption and (iii) reducing the District's aggregate debt service requirements in the years subsequent to the redemption date.

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

Section 1. The Board hereby declares its present intent to defease and redeem approximately \$22,700,000 in aggregate principal amount of Outstanding Bonds in the fiscal year that commenced on July 1, 2024. The Board hereby directs the Superintendent, the Chief Financial Officer and any other employees and agents of the District to identify Outstanding Bonds as candidates for redemption prior to their stated maturity as contemplated by this Resolution.

Section 2. The Board intends to take subsequent action to identify such bonds and make due provision for their defeasance and redemption. Notwithstanding the foregoing, the Board reserves the right not to defease or redeem any of the Outstanding Bonds upon a determination by the Board that the funds of the District intended for such purpose could be better utilized for (i) the payment of regularly scheduled debt service on any Outstanding Bonds or unlimited tax bonds to be issued, (ii) the contribution to any refunding of any Outstanding Bonds or (iii) the reduction of future interest and sinking fund tax levies of the District.

PASSED AND APPROVED this \_\_\_\_\_, 2024.

\_\_\_\_\_  
President, Board of Trustees  
Hays Consolidated Independent School District

\_\_\_\_\_  
Secretary, Board of Trustees  
Hays Consolidated Independent School District

(SEAL)

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

Date: August 26, 2024

Agenda Item: K.7

Board Goal: Finance

Subject: Consideration and possible adoption of the 2024-2025 Tax Rate

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:  
Adoption of the 24-25 tax rate.
- D. Summary:  
 Previous board action relating to this item – August 28, 2023.  
 Future action anticipated – Annually in August.  
 Background information – In accordance with the Property Tax Code Section 26.05, the Board of Trustees must approve the tax rate of the District. A public hearing regarding the 2025 proposed budget and tax rate was held on June 24, 2024 in accordance with law. The 2024-2025 budget as adopted requires a tax rate of \$1.1546 (\$.6669 – M&O and \$.4877 I&S). The proposed tax rate is \$.0023 less than the rate adopted in fiscal year 2023-2024 and represents a total decrease of \$.3831 over the past seven years.
- E. Comments Received:  
 Cabinet       DLT                       FBOC                       Teacher Org. Reps.       Other
- F. Administrative Recommendation:  
The administration recommends adoption of the tax rate ordinance 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 adopt the 2024-2025 tax rate, as presented.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RESOLUTION OF THE BOARD TO SET THE TAX RATE  
FOR TAX YEAR 2024 AND FISCAL YEAR 2024-2025**

On this date, we, the Board of Trustees of the Hays Consolidated Independent School District, at a duly called meeting held in accordance with all applicable legal requirements, including open meeting laws, hereby set the tax rate on \$100 valuation for the District for the tax year 2024 at a total tax rate of \$1.1546, to be assessed and collected by the Hays County Tax Assessor Collector as follows:

- \$ 0.6669 for the purpose of maintenance and operations (M&O), and
- \$ 0.4877 for the purpose for payment of principal and interest on debts (I&S)
- \$ 1.1546 Equals a Combined Total Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.9956 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$55.23 ANNUALLY

Adopted this 26<sup>th</sup> day of August, 2024 by the Hays CISD Board of Trustees.

ATTEST:

By: \_\_\_\_\_  
Raul Vela, Jr., President

By: \_\_\_\_\_  
Vanessa Petrea, Secretary

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

Date: August 26, 2024

Agenda Item: K.8

Board Goal: Finance

Subject: Consideration and possible approval of the Purchase of Attendance Credit (Netting Chapter 48 Funding)

Administrator Responsible/Position: Dr. Eric Wright, Superintendent  
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:**

Reduce excess local revenue level for the 2024–2025 fiscal year based on TEA current law estimates.

**D. Summary:**

Previous board action relating to this item – None.

Future action anticipated –NA

The District received notification of the determination by the Texas Education Agency (TEA or agency) that the district’s Tier One local share under TEC, §48.256, will exceed the district’s entitlement under TEC, §48.266(a)(1), less the district’s distribution from the state available school fund, and/or the district’s Tier Two local share described by TEC, §48.266(a)(5)(B), will exceed the amount described by TEC, §48.202(a-1)(2), for school year 2024–2025. Based on these estimates, the district’s estimated local yield per penny per student in weighted average daily attendance (WADA) exceeds the Tier Two (level two) guaranteed yield of \$49.28. Currently TEA estimates the district’s Tier Two yield to be \$54.16. TEA estimates the excess Tier One and Tier Two revenue to be \$0 resulting in \$0 excess revenue payment. As a result of the current law estimates by TEA, the district is required to submit an “Excess Local Revenue Intent Option” along with a “Purchase of Attendance Credit (Netting)” contract before the district can proceed with adoption of its tax rate.

**E. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other

**F. Administrative Recommendation:**

The administration recommends approving the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding) (Option 3 Agreement) and delegating contractual authority to the Superintendent as presented.

**G. Fiscal Impact and Cost: Amount: \$0**

Budget                       Bond                       Grant/Special Funds                       Other

**H. Suggested Motion:**

I move that the Hays CISD Board of Trustees approve an Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding) (Option 3 Agreement), and to delegate contractual authority to the Superintendent, as presented.

*For the 2024–2025 school year, we delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit or the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding).*

# Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2024 – 2025 (the “school year”).

The agreement is for **Hays Consolidated Independent School District** (“the district”), with a county-district number of 105-906, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner’s estimate of the cost of credit as determined under TEC, §49.153, using the district’s projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district’s entitlement under Chapter 48 will be recalculated. If the district’s state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district’s maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year’s cost until the total amount of the reduction has been exhausted.

\_\_\_\_\_  
Signature of President, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Secretary, Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

**Dr. Eric Wright**  
\_\_\_\_\_  
Typed Name of Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Commissioner of Education or Designee

\_\_\_\_\_  
Date

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

Date: August 26, 2024

Agenda Item: K.9

Board Goal: Community Relations

Subject: Consideration and possible grant of a Non-Exclusive Utility Easement to County Line Special Utility District for Ranch Road Wayside LLC at the Wayside 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:  
Work with local entities and developers to produce safe, desirable communities.
  
- D. Summary:  
 Previous board action relating to this item – In May 2021, the Board approved the voluntary annexation of the subject property into the City of Uhland. In January 2022 the Board approved a ROW and public utility easement for the extension of Plum Creek Road immediately adjacent to Uhland ES. In October 2022, the Board granted a non-exclusive public utility easement (PUE) to Pedernales Electrical COOP (PEC) along Plum Creek Road.  
 Future action anticipated –  
 Background information – During the design and development of the Wayside Subdivision, the engineers determined that certain County Line SUD facilities including water, waste water and reclaimed water would need to be located within the non-exclusive PEC PUE which was previously granted. The County Line SUD facilities will not conflict with the newly installed PEC facilities and can be utilized to service future Hays CISD schools.
  
- E. Comments Received:  
 Cabinet       DLT       FBOC       Teacher Org. Reps.       Other:
  
- F. Administrative Recommendation:  
Administration recommends the Board grant County Line SUD a non-exclusive utility easement
  
- G. Fiscal Impact and Cost: Amount: *To be determined for attorney's fees*  
 Budget       Bond       Grant/Special Funds       Other  
Prior Year Spending – Not applicable  
Future/Ongoing -
  
- H. Monitoring and Reporting Time Line:  
Person responsible for evaluating this decision or action: Max Cleaver, Mike Garcia  
Evaluation method and time line:  
Next report to the board:

**I. Suggested Motion:**

I move the Hays CISD Board of Trustees grant a non-exclusive utility easement to County Line Special Utility District for Ranch Road Wayside LLC at the Wayside Subdivision, as presented.

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

**RESOLUTION OF August 26, 2024 – UHLAND ELEMENTARY SCHOOL  
PUBLIC UTILITY EASEMENTS**

Whereas, it has been requested that Hays Consolidated Independent School District convey to the County Line Special Utility District, (the “SUD”) a public utility easement (2.384 acres +/- ) along the boundary of those tracts of real property granted to the Hays CISD by deeds recorded at Volume 3365, Page 790, Deed Records of Hays County, and being the site for Uhland Elementary School and the adjoining tract. Said public utility easement is more particularly described in the attached Exhibit A; and,

Whereas, the Board of Trustees finds that the real property interests described above and in attached as Exhibits A and B are not necessary for the operation of the School District and are surplus; and,

Whereas, in return for the conveyance of the above mentioned interests to the SUD, Ranch Road Wayside LLC (the “Developer”) has agreed to cause the construction of utilities for the benefit of Hays CISD and the surrounding community; and,

Whereas, the SUD is a political subdivision of the State of Texas with the power of eminent domain; and,

Whereas, the Board of Trustees finds that the benefits to be received by Hays CISD in exchange for this conveyance will enhance the value of and make development of the remainder of the school district’s tract less expensive, and that the value of such benefits is equal to or in excess of the value of the real property interests to be conveyed;

It is therefore RESOLVED:

1. That Raul Vela, in his capacity as Board President, is hereby authorized to execute the applicable conveyance document in substantially the same form as the attached exhibit; and,
2. That all persons are entitled to rely upon an original or copy of this Resolution as evidence of the acceptance and authority granted herein.

**CERTIFICATE FOR RESOLUTION**

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

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

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

\_\_\_\_\_  
Vanessa Petrea  
Secretary, Board of Trustees

[EXHIBIT A FOLLOW]

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

**THE STATE OF TEXAS    §  
                                  §                                   PUBLIC UTILITY EASEMENT  
COUNTY OF HAYS       §**

Know all by these presents: That for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

**GRANTOR:** HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
21003 Interstate 35  
Kyle, TX 78640,

does hereby grant and convey unto,

**GRANTEE:** COUNTY LINE SUD  
8870 Camino Real  
Uhland, TX 78640

A public utility easement over a portion of the following described real property conveyed to Grantor by deed recorded at Volume 3365, Page 790, deed records of Hays County, Texas:

**EASEMENT PROPERTY:** A tract of land consisting of 2.384 acres, more or less, being more particularly described in the Exhibits "A" and "B", which includes a field note description and sketch, and which is incorporated herein and made a part of for all purposes.

To have and to hold such easement, together with all and singular the rights and appurtenances belonging in any way to the easement, to Grantee, Grantee's successors and permitted assigns for so long as such easement shall remain in effect. Grantor binds Grantor and Grantor's successors in interest to warrant and forever defend all and singular the easement to Grantee and Grantee's successor and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantee, but not otherwise.

The following terms and conditions shall apply to the easement:

**EASEMENT PURPOSE:** The easement shall be used for the purpose of excavating for, laying, constructing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, making connections to or repairing of water, wastewater, and/or reuse water pipes and other related appurtenances upon and across the Easement Property.

**EASEMENT NOT EXCLUSIVE:** Grantor reserves the right to grant easement rights to additional utility providers, over all or any portion of the Easement Property. Provided, however, that any subsequent grants of easement rights shall: (1) be subject to restrictions or limitations imposed by any state or local building or health and safety statute or code; (2) be subject to and not inconsistent with Grantee's existing uses of the easement, and; (3) not permit additional utilities to be located within 18 inches of Grantee's facilities.

**EXISTING EASEMENTS:** Grantor does not warrant or guarantee that the Easement Property described herein is not subject to one or more pre-existing easements, covenants, conditions, mineral reservations and leases, and other matters disclosed by the real property records of Hays County, Texas, and this easement and the warranty of title contained herein is made subject to and subordinate to such pre-existing matters.

**TERM:** The easement shall remain in full force and effect for so long as Grantee or Grantee's assigns shall use the Easement Property for purposes of providing public utility systems, and for one year thereafter, following which the property shall automatically revert to Grantor.

**ASSIGNMENT:** The easement may not be assigned, in whole or in part, by Grantee, except to another governmental unit, or with the express, written consent of Grantor.

**ACCESS:** Grantee shall have the right of ingress and egress at all times upon Easement Property for the above stated purposes. In the event immediate access to the Easement Property is not reasonably available over the Easement Property, and only in that event, then Grantee shall have the right of ingress and egress over existing roads across the adjacent property of Grantor for the purpose of obtaining such access. Grantor agrees that Grantor shall not place any structure in or on the permanent Easement Property without written approval of Grantee.

**RIGHT OF REENTRY:** As additional consideration for the conveyance contained herein, Grantee does covenant and agree that if the Easement Property is not used for the delivery of at least one utility service by the second anniversary of the execution of this instrument, Grantor shall have the right to reenter and reclaim said easement property free and clear of this Easement. Grantee may request that Grantor execute a document declaring that the requirement of use for utility service has been satisfied upon a showing that the Easement Property is, prior to reentry by Grantor, being used for the purpose set forth herein by at least one public utility provider.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF TRUSTEES OF THE HAYS  
CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
By: Raul Vela  
President, Board of Trustees

**STATE OF TEXAS**  
  
**COUNTY OF HAYS**

|  
| **ACKNOWLEDGMENT**  
|

On this day personally appeared Vanessa Patrea, known to me to be the person whose signature appears on the foregoing instrument, and having been sworn upon her oath, stated that she was the President of the Board of Trustees of the Hays Consolidated Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on \_\_\_\_\_, 2024; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

To certify which, witness my hand and seal of office affixed this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

[EXHIBITS A AND B FOLLOW]

**EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

*[SEE ATTACHED]*

0.505 ACRES (22,012 SQUARE FEET)  
JOHN B. WESTBROOK SURVEY NO. 7 , ABSTRACT NO. 468  
HAYS COUNTY, TEXAS

in Instrument Number 16024633, Official Public Records of Hays County, Texas, for the northernmost corner of the herein described tract of land,

**THENCE**, S46°37'22"E, with the southwest line of said 0.46 acre tract of land, and over and across said 221.858 acre tract of land, a distance of 1.04 feet to a calculated point in the southwest line of said 0.46 acre tract of land, being at the beginning of a curve to the left, for the easternmost corner of the herein described tract of land,

**THENCE**, over and across said 221.858 acre tract of land, the following five (5) courses and distances, numbered 1 through 5,

- 1) Along said curve to the left, having a radius of 690.00 feet, an arc length of 112.83 feet, and a chord that bears S35°33'12"W, a distance of 112.71 feet to a calculated point for corner,
- 2) S30°52'07"W, a distance of 295.07 feet to a calculated point for corner, being at the beginning of a curve to the right,
- 3) Along said curve to the right, having a radius of 810.00 feet, an arc length of 177.11 feet, and a chord that bears S37°07'58"W, a distance of 176.76 feet to a calculated point for corner,
- 4) S43°23'49"W, a distance of 320.94 feet to a calculated point for corner, and
- 5) S39°09'43"W, a distance of 269.97 feet to the **POINT OF BEGINNING** and containing 0.505 acres (22,012 SQUARE FEET) of land.

Surveyed by:

A. Thomason

Aaron V. Thomason, R.P.L.S. NO. 6214  
*Carlson, Brigrance and Doering, Inc.*  
REG.# 10024900  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160  
Aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

**METES AND BOUNDS**

BEING ALL OF THAT CERTAIN 0.505 ACRE (22,012 SQUARE FEET) TRACT OF LAND, SITUATED IN THE JOHN B. WESTBROOK SURVEY NUMBER 7, ABSTRACT NUMBER 46B, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 221.858 ACRE TRACT OF LAND CONVEYED TO HAYS CISD IN VOLUME 3365, PAGE 790, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 0.505 ACRE (22,012 SQUARE FEET) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, at a 1/2 inch iron rod found at a southern corner of said 221.858 acre tract, being at the westernmost corner of a called 2.391 acre tract of land conveyed to Hays CISD in Volume 3365, Page 790, Official Public Records of Hays County, Texas, same being in the northeast right-of-way line of County Road 127 (R.O.W. Varies), also known as High Road, for the **POINT OF COMMENCEMENT** of the herein described tract of land,

**THENCE**, N43°20'52"W, with the common line of said 221.858 acre tract of land and said High Road, a distance of 101.90 feet to a calculated point for the southernmost corner and the **POINT OF BEGINNING** of the herein described tract of land,

**THENCE**, N43°20'52"W, continuing with the common line of said 221.858 acre tract of land and said High Road, a distance of 20.17 feet to a calculated point for the westernmost corner of the herein described tract of land,

**THENCE**, over and across said 221.858 acre tract of land, the following four (4) courses and distances, numbered 1 through 4,

- 1) N39°09'43"E, a distance of 268.08 feet to a calculated point for corner,
- 2) N43°23'49"E, a distance of 321.68 feet to a calculated point for corner, being at the beginning of a curve to the left,
- 3) Along said curve to the left, having a radius of 790.00 feet, an arc length of 172.74 feet, and a chord that bears N37°07'58"E, a distance of 172.40 feet to a calculated point for corner, and
- 4) N30°52'07"E, a distance of 280.54 feet to a calculated point in the northwest line of said 221.858 acre tract of land, being in the southeast line of a called 187.782 acre tract of land conveyed to Ranch Road Wayside, LLC in Instrument Number 21021957, Official Public Records of Hays County, Texas, for a western corner of the herein described tract of land, from which a 1/2 inch iron rod found at a southern corner of said 187.782 acre tract of land, being at a western corner of said 221.858 acre tract of land, bears S43°22'38"W, a distance of 506.38 feet,

**THENCE**, N43°22'38"E, with the common line of said 187.782 acre tract of land, and said 221.858 acre tract of land, a distance of 130.17 feet to a calculated point in the southeast line of said 187.782 acre tract of land, being in the northwest line of said 221.858 acre tract of land, same being at the westernmost corner of a called 0.46 acre tract of land conveyed to County Line Special Utility District

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 1.879 ACRE TRACT OF LAND, SITUATED IN THE JOHN B. WESTBROOK SURVEY NUMBER 7, ABSTRACT NUMBER 468, AND THE I & GN RR CO. SURVEY, ABSTRACT NUMBER 577, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 221.858 ACRE TRACT OF LAND CONVEYED TO HAYS CISD IN VOLUME 3365, PAGE 790, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 1.879 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, at a concrete monument found at the northernmost corner of said 221.858 acre tract, being at the easternmost corner of a called 187.782 acre tract of land conveyed to Ranch Road Wayside, LLC, Instrument Number 21021957, Official Public Records of Hays County, Texas, same being in the southwest line of a called 395.35 acre tract of land conveyed to Walton Texas, LP in Volume 3440, Page 208, Official Public Records of Hays County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract of land,

**THENCE**, S43°00'10"W, over and across said 187.782 acre tract of land, a distance of 519.53 feet to a calculated point in the common line of said 221.858 acre tract of land and said 187.752 acre tract of land, for northernmost corner and the **POINT OF BEGINNING** of the herein described tract of land,

**THENCE**, over and across said 221.858 acre tract of land, the following ten (10) courses and distances, numbered 1 through 10,

- 1) S46°40'18"E, a distance of 20.00 feet to a calculated point for corner,
- 2) S43°19'42"W, a distance of 992.30 feet to a calculated point for corner,
- 3) S01°40'18"E, a distance of 42.43 feet to a calculated point for corner,
- 4) S43°19'42"W, a distance of 1473.44 feet to a calculated point for corner,
- 5) S42°28'17"W, a distance of 445.50 feet to a calculated point for corner,
- 6) S42°58'46"W, a distance of 631.09 feet to a calculated point for corner,
- 7) S43°22'38"W, a distance of 171.88 feet to a calculated point for corner, being at the beginning of a curve to the right,
- 8) Along said curve to the right, having a radius of 1060.00 feet, an arc length of 187.96 feet, and a chord that bears S48°27'26"W, a distance of 187.72 feet to a calculated point for corner,
- 9) S53°32'14"W, a distance of 127.88 feet to a calculated point for corner, being at the beginning of a curve to the left, and
- 10) Along said curve to the left, having a radius of 690.00 feet, an arc length of 184.42 feet, and a chord that bears S48°27'26"W, a distance of 184.18 feet to a calculated point in the northwest line of said 221.858 acre tract, being in the southeast line of said 187.782 acre tract of land, for the southernmost corner of the herein described tract of land,

**THENCE**, N43°22'38"E, with the common line of said 187.782 acre tract of land, and said 221.858 acre tract of land, a distance of 174.72 feet to a calculated point for corner,

**THENCE**, over and across said 221.858 acre tract of land, the following seven (7) courses and distances, numbered 1 through 7,

- 1) N53°32'14"E, a distance of 77.62 feet to a calculated point for corner, being at the beginning of a curve to the left,
- 2) Along said curve to the left, having a radius of 1040.00 feet, an arc length of 184.42 feet, and a chord that bears N48°27'26"E, a distance of 184.18 feet to a calculated point for corner,
- 3) N43°22'38"E, a distance of 171.81 feet to a calculated point for corner,
- 4) N42°58'46"E, a distance of 631.02 feet to a calculated point for corner,
- 5) N42°28'17"E, a distance of 445.47 feet to a calculated point for corner,
- 6) N43°19'42"E, a distance of 1473.53 feet to a calculated point for corner, and
- 7) N46°50'38"W, a distance of 30.00 feet to a calculated point in the northwest line of said 221.858 acre tract of land, being in the southeast line of said 187.782 acre tract of land, for a western corner of the herein described tract of land,

**THENCE**, N43°19'42"E, with the common line of said 221.858 acre tract of land, and said 187.782 acre tract of land, a distance of 1022.45 feet to the **POINT OF BEGINNING** and containing 1.879 acres of land.

Surveyed by:  29/10/2021

Aaron V. Thomason, R.P.L.S. NO. 6214  
Carlson, Brigance and Doering, Inc.  
REG.# 10024900  
5501 West William Cannon  
Austin, TX 78749  
Ph: 512-280-5160  
Aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

**EXHIBIT “B”**

**SKETCHES**

*[SEE ATTACHED]*

# SKETCH TO ACCOMPANY FIELD NOTES

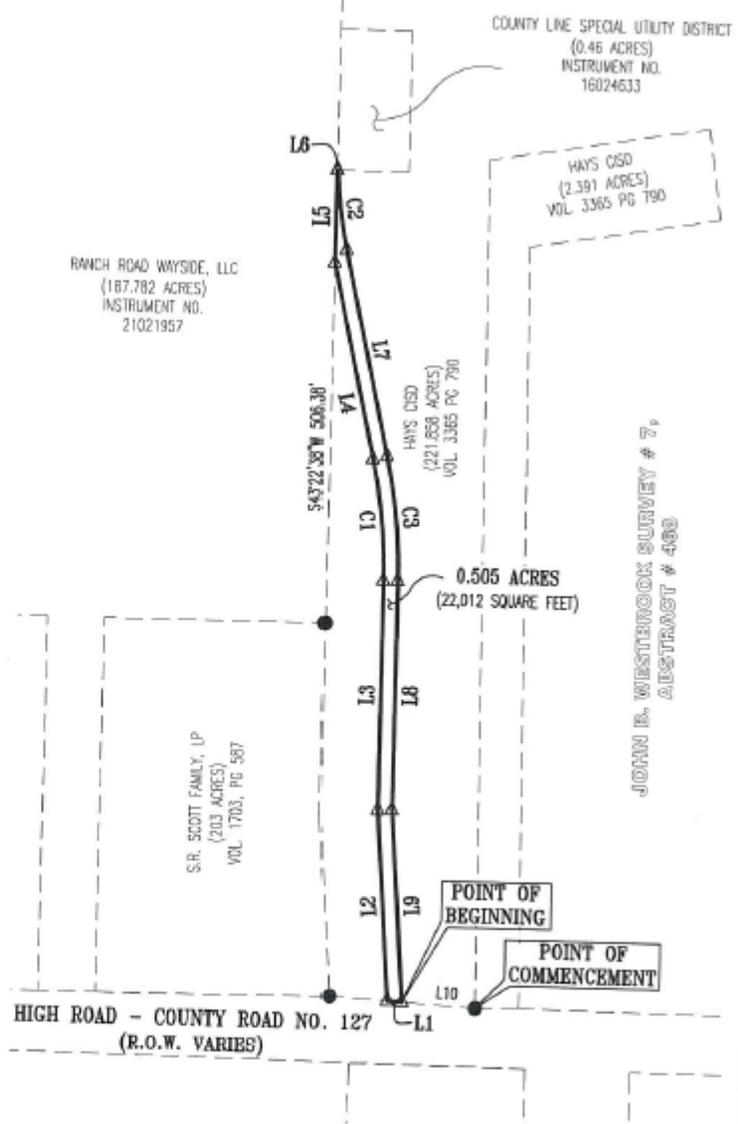


SCALE: 1" = 200'

## LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT

Line Table		
Line #	Length	Direction
L1	20.17	N43°20'52"W
L2	268.08	N39°09'43"E
L3	321.68	N43°23'49"E
L4	280.54	N30°52'07"E
L5	130.17	N43°22'38"E
L6	1.04	S46°37'22"E
L7	295.07	S30°52'07"W
L8	320.94	S43°23'49"W
L9	269.97	S39°09'43"W
L10	101.90	N43°20'52"W



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	172.74	790.00	N37°07'58"E	172.40	86.72	12°31'42"
C2	112.83	690.00	S35°33'12"W	112.71	56.54	9°22'09"
C3	177.11	810.00	S37°07'58"W	176.76	88.91	12°31'42"

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

**Carlson, Brigrance & Doering, Inc.**  
 PLSM ID #P3751 REG. # 580890

Civil Engineering Surveying  
 551 West Wilson Avenue Austin, Texas 78748  
 Phone No. (512) 280-0340 Fax No. (512) 280-5105

J:\AC3D\5342\Survey\FN- 0.505 ACRES - 20' PUE

# SKETCH TO ACCOMPANY FIELD NOTES

WALTON TEXAS, LP.  
(395.35 ACRES)  
VOL. 3440, PG. 208

ARMAND WELGH SURVEY # 108  
ABSTRACT # 404

I & OH RR CO. SURVEY,  
ABSTRACT # 577  
APPROXIMATE SURVEY LINE

APPROXIMATE SURVEY LINE

POINT OF COMMENCEMENT



SCALE: 1" = 200'

## LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT

Line Table		
Line #	Length	Direction
L1	20.00	S46°40'18"E
L2	42.43	S01°40'18"E
L3	171.88	S43°22'38"W
L4	127.88	S53°32'14"W
L5	174.72	N43°22'38"E
L6	77.62	N53°32'14"E
L7	171.81	N43°22'38"E
L8	30.00	N46°50'38"W

POINT OF BEGINNING

JOHN B. WESTBROOK SURVEY # 7,  
ABSTRACT # 408

RANCH ROAD WAYSIDE, LLC  
(187.782 ACRES)  
INSTRUMENT NO.  
21021957

HWS CSD  
(221.858 ACRES)  
VOL. 3365 PG 730

S43°00'10"W 519.53'

N43°19'42"E 1022.45'

S43°19'42"W 992.30'

1.879 ACRES



MATCH LINE SHEET 2

BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

**Carlson, Brigrance & Doering, Inc.**

ITEM ID #07791      REG. # 10024900

Civil Engineering 3501 West Wilkerson Avenue Phone No. (512) 280-5160	Surveying Austin, Texas 78749 Fax No. (512) 280-5165
---	--

SHEET 1 OF 3

J:\AC3D\5342\SURVEY\FN- 1.879 ACRES - 20' PUE

# SKETCH TO ACCOMPANY FIELD NOTES



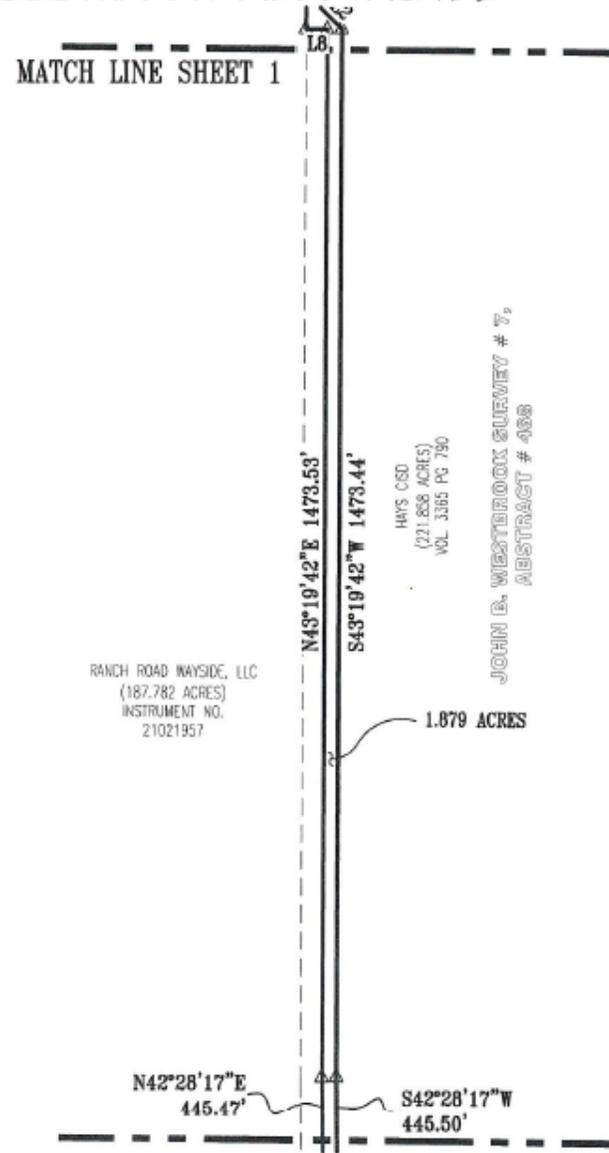
SCALE: 1" = 200'

## LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT

Line Table		
Line #	Length	Direction
L1	20.00	S46°40'18"E
L2	42.43	S01°40'18"E
L3	171.88	S43°22'38"W
L4	127.88	S53°32'14"W
L5	174.72	N43°22'38"E
L6	77.62	N53°32'14"E
L7	171.81	N43°22'38"E
L8	30.00	N46°50'38"W

MATCH LINE SHEET 1



RANCH ROAD WAYSIDE, LLC  
(187.782 ACRES)  
INSTRUMENT NO.  
21021957

HAYS CSD  
(221.858 ACRES)  
VOL. 3355 PG. 790

JOHN B. WESTBROOK SURVEY # 75  
ABSTRACT # 468

1.879 ACRES

MATCH LINE SHEET 3



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

**Carlson, Brigrance & Doering, Inc.**

FIRM ID #10791      REG. # 10024500

Civil Engineering      Surveying

5505 West Willow Canyon      Austin, Texas 78749

Phone No. (512) 280-5168      Fax No. (512) 280-5165

SHEET 2 OF 3

J:\AC30\5342\Survey\FN- 1.879 ACRES - 20' PUE

# SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 200'

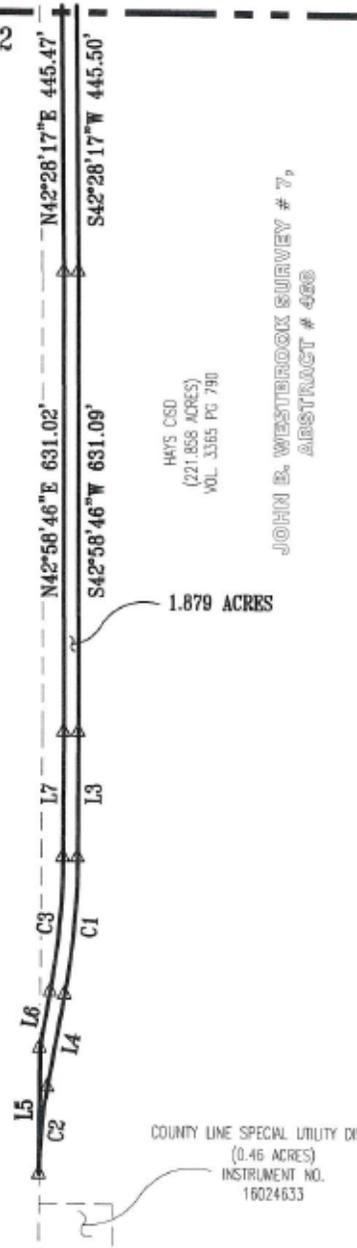
### LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	187.96	1060.00	S48°27'26"W	187.72	94.23	10°09'36"
C2	122.35	690.00	S48°27'26"W	122.19	61.34	10°09'36"
C3	184.42	1040.00	N48°27'26"E	184.18	92.45	10°09'36"

Line Table		
Line #	Length	Direction
L1	20.00	S46°40'18"E
L2	42.43	S01°40'18"E
L3	171.88	S43°22'38"W
L4	127.88	S53°32'14"W
L5	174.72	N43°22'38"E
L6	77.62	N53°32'14"E
L7	171.81	N43°22'38"E
L8	30.00	N46°50'38"W

MATCH LINE SHEET 2



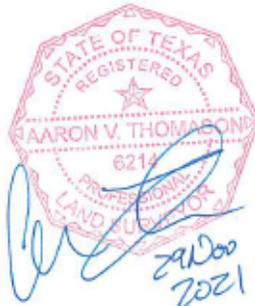
HAYS CSD  
(221.858 ACRES)  
VOL. 3365 PG. 790

JOHN B. WESTBROOK SURVEY # 7,  
ABSTRACT # 400

1.879 ACRES

RANCH ROAD WAYSIDE, LLC  
(187.782 ACRES)  
INSTRUMENT NO.  
21021957

COUNTY LINE SPECIAL UTILITY DISTRICT  
(0.46 ACRES)  
INSTRUMENT NO.  
16024633



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83

**Carlson, Brigrance & Doering, Inc.**  
 FIRM ID # 23791      REG. # 10024900

Civil Engineering      Surveying  
 5501 West Wilshire Corridor      Austin, Texas 78749  
 Phone No. (512) 280-5160      Fax No. (512) 280-5165

SHEET 3 OF 3

J:\AC3D\5342\Survey\FN- 1.879 ACRES - 20' PUE

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

Date: August 26, 2024

Agenda Item: K.10

Board Goal: Community Relations

Subject: Consideration and possible approval of an Amendment of Interlocal Agreement with Hays Caldwell ESD #1

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

**A. Purpose of Agenda Item:**

Action needed                       Information only                       Receive input

**B. Authority for This Action:**

Local Policy                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

Work with local entities to develop safe communities

**D. Summary:**

**Previous board action relating to this item:** In January 2018, the Board approved an interlocal agreement with Hays/Caldwell ESD #1 which contained the framework for Hays CISD to lease approximately two acres of land in order to construct a future fire station in Uhland. Hays /Caldwell ESD #1 hired Travis County Fire and Rescue to build, staff, and operate fire station #1109. The agreement extends through the year 2117, however, it stipulates the fire station must be constructed within five years from execution of the agreement. On August 29, 2022 the Board granted a five-year extension for the project.

**Future action anticipated -**

**Background information –** The project is moving forward. The ground-breaking ceremony is tentatively set for mid-August 2024. The purpose of this agenda item is to formalize the land transaction including the 1.23 acre long-term lease tract located between the Uhland Transportation Facility and the Data Center and the 0.27 acre access easement tract as shown on the attached survey sketch.

**E. Comments Received:**

Cabinet     DLT     FBOC     Teacher Org. Reps.     Other:

**F. Administrative Recommendation:**

Amend the interlocal agreement to include sketches and field notes.

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

Budget                       Bond                       Grant/Special Funds                       Other

Prior Year Spending – Not applicable

Future/Ongoing -

**H. Monitoring and Reporting Time Line:**

Person responsible for evaluating this decision or action: Max Cleaver

Evaluation method and time line:

Next report to the board:

**I. Suggested Motion:**

I move that the Hays CISD Board of Trustees amend the interlocal agreement with Hays Caldwell ESD #1 to include the survey sketch and field notes for the 1.23-acre lease tract and the 0.27 acre access easement tract for the fire station, and authorize the Board President and Superintendent to execute documents necessary and convenient to complete the transaction, as presented.

<b>For:</b>	<b>Hays CISD Board of Trustees</b>
<b>Date:</b>	<b>January 22, 2018</b>
<b>Agenda Item:</b>	<b>Land lease with Hays/Caldwell Emergency Services District #1 (Hays/Caldwell ESD#1)</b>
<b>Policy Reference:</b>	
<b>Department:</b>	<b>Operations</b>

Recommendation

Consideration and possible approval of a long-term land lease to Hays/Caldwell ESD#1.

Summary

The district was approached by the Hays/Caldwell ESD#1 to determine if the district would consider a long-term land lease at our property on Highway 21 for them to build a fire/EMS station. While the Hays/Caldwell ESD#1 is not ready to build in the next six months, the land lease would allow them to plan, build and have the facility operational within the next five years. The district and ESD#1 are currently negotiating the exact site of the two acre tract.

Rationale

The administration sees benefit to both the district and community by having the facility adjacent to Uhland elementary school, the new transportation facility and the data center. The proposed agreement is attached for your review.

Recommended by

Dr. Eric Wright  
Superintendent of Schools

Submitted by

Carter Scherff  
Chief Operations Officer

Suggested Motion

I move the board approve the long-term land lease to Hays/Caldwell ESD#1 as presented.



**STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF HAYS**

**INTERLOCAL AGREEMENT BETWEEN HAYS CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT AND  
HAYS/CALDWELL EMERGENCY SERVICES DISTRICT #1**

**PREAMBLE:**

The Parties to this Agreement (“Agreement”) are the Hays Consolidated Independent School District (the “District” or the “School”) and the Hays/Caldwell Emergency Services District #1, (Hays/Caldwell ESD#1), (collectively referred to as the “Parties”). The Parties enter into this agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791 and Texas Education Code 44.031 (a)(5). This Agreement is made for the purpose of efficient and effective use of resources and is in the best economic interests of the Parties.

The District and the Hays/Caldwell ESD #1 are political subdivisions of the State of Texas. Addresses are as follows:

District:

Superintendent of Schools  
Hays Consolidated Independent School District  
21003 IH 35  
Kyle, Texas 78640-9530

Hays/Caldwell ESD #1

Hays/Caldwell Emergency Services District  
9835 FM 1854  
Lytton Springs, TX 78616

**WHEREAS**, the Parties have identified certain common, legitimate public purposes in entering into this Agreement; and

**WHEREAS**, the governing bodies of the District and the Hays/Caldwell ESD#1 have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement;

**NOW, THEREFORE:**

The Parties, acting by and through their designated and authorized representative, hereby agree as follow:

**1. DEFINITIONS**

- a. "Breach" occurs when either party fails or refuses to perform one or more of the duties set forth in this Agreement.
- b. "Notice" occurs upon written communication by one party to the other as specifically defined in this Agreement. Notice to the Parties is satisfied by written communication to the address designated in Article 7.
- c. "Exceptions" occur whenever the Parties mutually make a written exception to this Agreement, and the exception controls in the event of any conflict with the general terms of this Agreement.
- d. Use of the singular shall include the plural, and vice versa, where the usage permits reasonable construction of this Agreement.

**2. TERM**

The term of this Agreement will begin on January 2018. The term of this Agreement will end on January 2117, unless extended or terminated before that time as provided in this Agreement.

**3. CONSIDERATION**

The Parties, in consideration of the mutual promises and covenants contained in this Agreement, agree as follow:

- a. For the annual consideration of One Dollar payable at the beginning of each year and the additional consideration of complying with the terms of this Agreement, the Parties agree that the Hays/Caldwell ESD #1 shall be entitled to use the real property owned by the District located in Hays County, Texas described on attached Exhibit A ("property"). The use of the Property shall be for the future construction of an emergency medical services (EMS) and fire station for the citizens of Hays/Caldwell ESD#1 and the students of Hays CISD.
- b. The Parties agree that the Hays/Caldwell ESD #1 shall be responsible for any and all expenses to develop the Property for city purposes and shall be responsible for maintaining the same during the term of this Agreement. Security shall be the sole responsibility of the Hays/Caldwell ESD #1
- c. The Hays/Caldwell ESD #1 agrees to indemnify and hold harmless Hays Consolidated Independent School District, its agents, employees, trustees and representatives from any and all damages or claims which may arise out of this Agreement or the Hays/Caldwell ESD #1 use of the property.

- d. The Hays/Caldwell ESD #1 agrees that any use of the Property will be in compliance with all federal, state and local laws and shall be of a nature that will acceptable to the District.
- e. The Hays/Caldwell ESD #1 shall be allowed to construct structures and improvements deemed necessary or desirable for its intended use including buildings, garages, parking lots and other structures necessary for its intended purposes. The Hays/Caldwell ESD #1 agrees to maintain any improvements in a reasonable manner. Prior to the date this Agreement terminates, the Hays/Caldwell ESD #1 agrees to remove any and all improvements placed on the property during its use of the property and shall leave the property in a clean condition. Should the Hays/Caldwell ESD #1 fail to remove all improvements, the District (1) may elect to have the items removed and bill the Hays/Caldwell ESD #1 for said removal with the Hays/Caldwell ESD #1 reimbursing the District the cost for removal within 30 days of receipt of notice or (2) may elect to take possession of said improvements with no further action being necessary on the part of the District.
- f. The Hays/Caldwell ESD #1 shall place an operating fire/EMS station at this site within (5) five years of the date of this agreement.
- g. Should the Hays/Caldwell ESD #1 fail to establish the site within the time specified or should the Hays/Caldwell ESD #1 cease operating this facility as a fire/EMS station for a period of one hundred eighty (180) days, this agreement shall terminate.
- h. As additional consideration for this agreement, the Hays/Caldwell ESD #1 shall, at their sole cost and expense replace the existing fence and gates on the north side of the property to the south side of the property to ensure the District's property is secured and "cut" and provide subgrade work for the continuation of the road from the south end of the Hays/Caldwell ESD #1 driveway to the north end of the District's paved surface as shown in Exhibit B.

#### **4. LIABILITY INSURANCE**

The Hays/Caldwell ESD #1 shall maintain in full force and effect during the term of this agreement a general liability policy covering the Hays/Caldwell ESD #1 use of the property and shall name the District as an additional insured on said policy. At all times the minimum insurance coverage shall not be below the maximum amount of liability faced by a unit of local government under (1) Section 101.023 (b) of the Texas Civil Practice and Remedies Code as may be subsequently amended and (2) any subsequent statute increasing or modifying liability for governmental entities. The current coverage shall be in the amount of at least \$100,000 for each person and \$300,000 for each single occurrence of bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. During the term of the Agreement, the Hays/Caldwell ESD #1 shall provide the District a copy of the current policy of insurance addressed by this provision of the Interlocal Agreement

**5. EARLY TERMINATION**

Prior to the expiration of the Agreement, either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party of such intention. In the event that either party elects this option, the Agreement will be terminated on the day designated in the notice.

**6. NONASSIGNMENT**

Except as provided for herein, the Hays/Caldwell ESD #1 may not sublet, assign, or otherwise transfer its rights under this Agreement without the written consent of the District.

**7. NOTICE**

All notices required under this Agreement must be given in writing by certified mail, return receipt requested, addressed to the party, at the following addresses, to be effective:

District:

Superintendent of Schools  
Hays Consolidated Independent School District  
21003 IH 35  
Kyle, Texas 78640-9530

Hays/Caldwell ESD #1

Hays/Caldwell Emergency Services District  
9835 FM 1854  
Lytton Springs, TX 78616

**8. GENERAL TERMS AND CONDITIONS**

- a. This Agreement shall be binding upon, and inure to the benefit of, the Parties of this Agreement and their respective legal representatives, successors, and assigns when permitted by this Agreement.
- b. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Hays County, Texas
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement. This Agreement constitutes the sole and only agreement of the Parties to the Agreement and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.
- d. No amendment or modification of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, approved by the

Parties, respective governing bodies, and duly executed by the Parties to this Agreement.

- e. No Party shall be required to perform any term, condition, covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, floods, and any other cause not reasonably within the control of the Parties and which by the exercise of due diligence the Parties are unable, wholly or in part, to prevent or overcome.
- f. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of execution of this Agreement and the performance of the covenants contained herein.

The undersigned Parties execute this Agreement of the \_\_\_\_ day of January 2018.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
 By: Dr. Eric Wright  
 Title: Superintendent

**HAY/CALDWELL EMERGENCY SERVICES DISTRICT #1**

\_\_\_\_\_  
 By:  
 Title:

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this \_\_\_\_ day of January 2018, by \_\_\_\_\_ Superintendent, Hays Consolidated Independent School District.

\_\_\_\_\_  
 Notary Public, State of Texas  
 My commission expires: \_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this \_\_\_\_ day of January 2018, by  
\_\_\_\_\_ Hays/Caldwell Emergency Service District #1

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

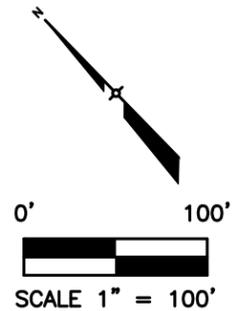
Land description to be determined

**EXHIBIT B**

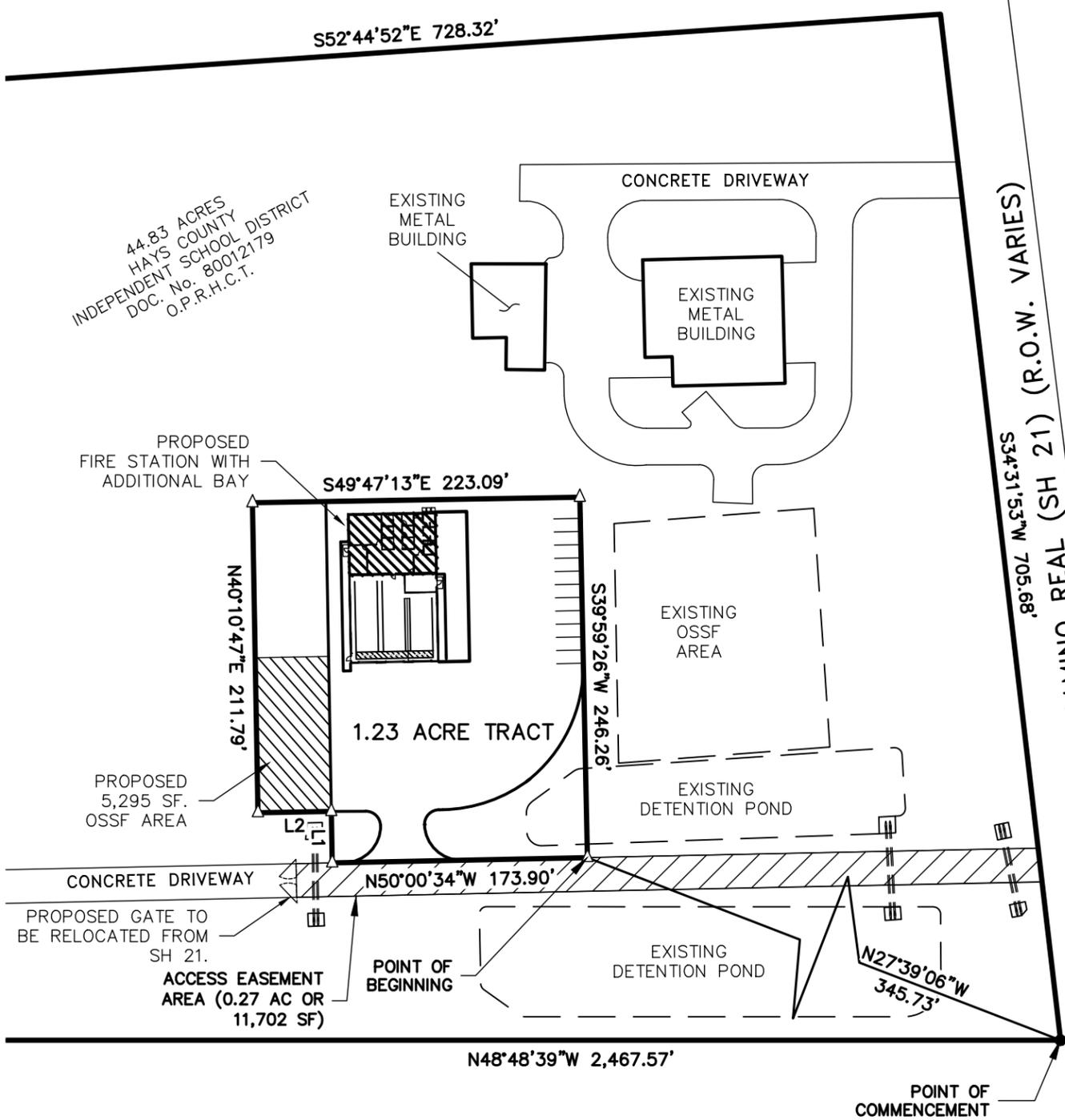
Map

# SKETCH TO ACCOMPANY FIELD NOTES

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	35.17'	N40°10'47"E
L2	50.00'	N49°49'13"W



- LEGEND**
- ⊕ DENOTES BENCHMARK
  - DENOTES 1/2" ST. SK. SET
  - DENOTES 1/2" ST. SK. FND.
  - △ DENOTES 1/2" ST. SK. FND.
  - D.E. DRAINAGE EASEMENT
  - PROPERTY LINE
  - - - EXISTING PROPERTY LINE
  - R.O.W. LINE
  - - - ABSTRACT LINE
  - - - EXISTING EASEMENT
  - x-x- EXISTING BARBWIRE FENCE
  - [OHE]— EXISTING OVERHEAD ELECTRIC
  - EXISTING POWER POLE
  - [M] WATER METER
  - B.S.L. BUILDING SETBACK LINE
  - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
  - BEARING BASIS: TEXAS LAMBERT GRID, SOUTH CENTRAL ZONE, NAD 83



44.83 ACRES  
HAYS COUNTY  
INDEPENDENT SCHOOL DISTRICT  
DOC. No. 80012179  
O.P.R.H.C.T.

6.19 ACRES  
JOHN ALAN ANDERSON AND  
PATRICIA KAY ANDERSON  
LIVING TRUST  
DOC. No. 21041893  
O.P.R.H.C.T.

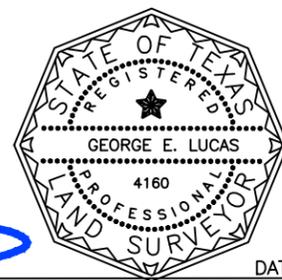
**LEGAL DESCRIPTION**

BEING A 1.23 ACRE TRACT OF LAND, PART OF A 44.83 ACRE TRACT, OUT OF THE THOMAS R. WESTBROOK SURVEY, ABSTRACT NO. 468, CONVEYED BY SPECIAL WARRANTY DEED TO HAYS COUNTY INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO 80012179 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**FLOOD INFORMATION:**

THIS PROJECT IS NOT LOCATED WITHIN A 100 YEAR FLOOD HAZARD ZONE. IT IS LOCATED WITHIN A MINIMAL FLOOD HAZARD, ZONE X, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP.

COMMUNITY PANEL NUMBER: NO. 48209C0410F  
FLOOD MAP DATED: SEPTEMBER 2, 2005



*(Handwritten signature in blue ink)*

GEORGE E. LUCAS  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160  
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
12205 STONECREST PATH  
NEW BRAUNFELS, TEXAS 78130  
OFFICE (512) 635-4857

DATE: 06/4/2024

FIELD NOTE DESCRIPTION FOR A 1.23 ACRE TRACT OF LAND, SITUATED IN HAYS COUNTY, TEXAS:

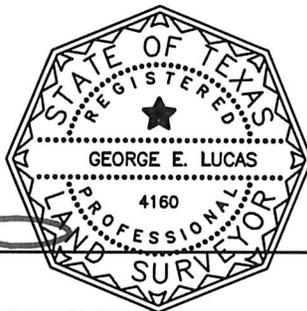
BEING A 1.23 ACRE TRACT OF LAND, PART OF A 44.83 ACRE TRACT, OUT OF THE THOMAS R. WESTBROOK SURVEY, ABSTRACT NO. 468, CONVEYED BY SPECIAL WARRANTY DEED TO HAYS COUNTY INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 80012179 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a 1/2" iron rod found, lying in the northwest right-of-way line of N. Camino Real Road, known as State Highway 21(SH 21), a public road, marking the south corner of a 44.83 acre tract of land, conveyed by Special Warranty Deed to the Hays County Independent School District, recorded in Document No. 80012179 of the Official Public Records of Hays County, Texas;

THENCE, North 27°39'06" West, through and across said 44.83acre HCISD tract, a distance of 345.73, to a calculated point, marking the POINT OF BEGINNING.

THENCE, through and across said 44.83 acre HCISD tract, the following six (6) courses and distances:

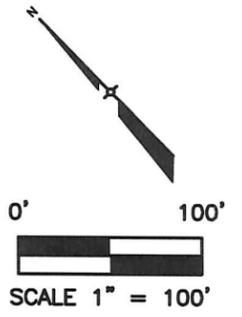
1. North 50°00'34" West, along the southwest line of this tract, a distance of 173.90 feet, to a calculated point, for the southeast corner of this tract;
2. North 40°10'47" East, along the northwest line of this tract, a distance of 35.17 feet, to a calculated point, for an angle corner of this tract;
3. North 49°49'13" West, along the southwest line of this tract, a distance of 50.00 feet, to a calculated point, for the west corner of this tract;
4. North 40°10'47" East, along the northwest line of this tract, a distance of 211.79 feet, to a calculated point, for north corner of this tract;
5. South 49°47'13" East, along the northeast line of this tract, a distance of 223.09 feet, to a calculated point, for the east corner of this tract, and;
6. South 39°59'26" West, a distance of 246.26 feet, along the southeast line of this tract, to the POINT OF BEGINNING containing 1.23 acres of land, more or less.



George E. Lucas  
Registered Professional Land Surveyor No. 4160  
Celco Surveying, Firm Registration No. 10193975  
18018 Overlook Loop, Suite 105  
San Antonio, Texas 78259  
Date: July 28, 2022

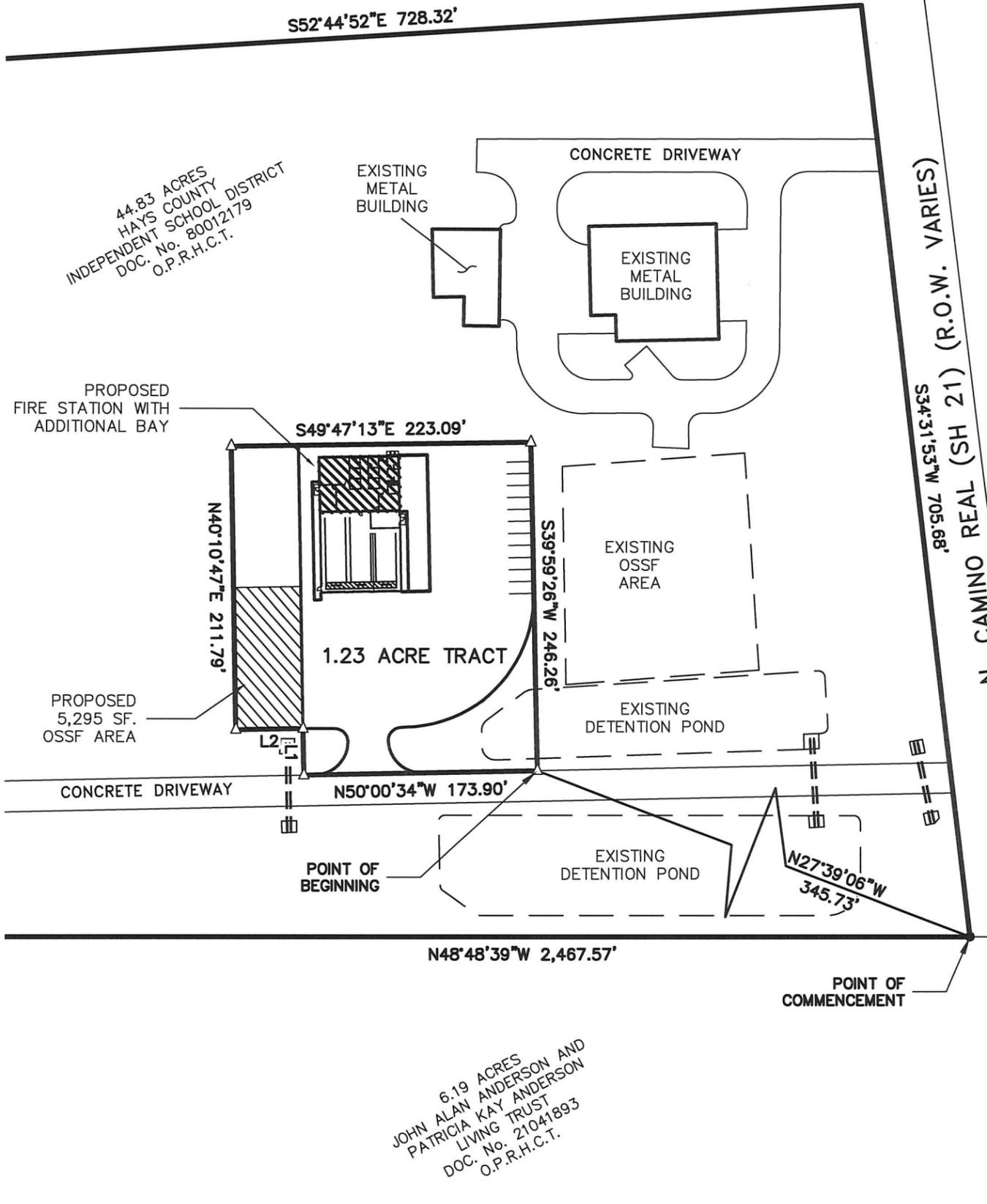
SKETCH TO ACCOMPANY FIELD NOTES

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	35.17'	N40°10'47"E
L2	50.00'	N49°49'13"W



LEGEND

- ⊙ DENOTES BENCHMARK
- DENOTES 1/2" ST. SK. SET
- DENOTES 1/2" ST. SK. FND.
- △ DENOTES 1/2" ST. SK. FND.
- D.E. DRAINAGE EASEMENT
- PROPERTY LINE
- EXISTING PROPERTY LINE
- R.O.W. LINE
- ABSTRACT LINE
- EXISTING EASEMENT
- x-x- EXISTING BARB WIRE FENCE
- OHE— EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- Ⓜ WATER METER
- B.S.L. BUILDING SETBACK LINE
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- BEARING BASIS: TEXAS LAMBERT GRID, SOUTH CENTRAL ZONE, NAD 83



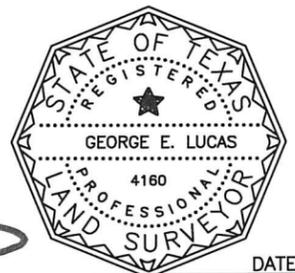
**LEGAL DESCRIPTION**

BEING A 1.23 ACRE TRACT OF LAND, PART OF A 44.83 ACRE TRACT, OUT OF THE THOMAS R. WESTBROOK SURVEY, ABSTRACT NO. 468, CONVEYED BY SPECIAL WARRANTY DEED TO HAYS COUNTY INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO 80012179 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**FLOOD INFORMATION:**

THIS PROJECT IS NOT LOCATED WITHIN A 100 YEAR FLOOD HAZARD ZONE. IT IS LOCATED WITHIN A MINIMAL FLOOD HAZARD, ZONE X, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP.

COMMUNITY PANEL NUMBER: NO. 48209C0410F  
 FLOOD MAP DATED: SEPTEMBER 2, 2005



DATE: 07/26/2022

*(Signature)*  
 GEORGE E. LUCAS  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160  
 CELCO SURVEYING, FIRM REGISTRATION NO. 10193975  
 2205 STONECREST PATH  
 NEW BRAUNFELS, TEXAS 78130  
 OFFICE (512) 635-4857

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

**Date:** August 26, 2024

**Agenda Item:** K.11

**Board Goal:** Board Matter

**Subject:** Review and possible adoption of the Hays CISD Board of Trustees Vision, Mission, Beliefs, and Social Contract

**Administrator Responsible/Position:** Board Matter

**A. Purpose of Agenda Item:**

- Action Needed                       Information Only                       Receive Input

**B. Authority for This Action:**

- Local Policy                       Law or Rule                       NA

**C. Goal or Need Addressed:**

Adoption of revised Hays CISD Board of Trustees Vision, Mission, Beliefs, and Social Contract

**D. Summary:**

- Previous board action relating to this item** – The Board previously adopted the documents August 2023.  
 **Future action anticipated** –  
 **Background information** – The Board held training on August 23, 2024. One part of this training was the review of the current vision, mission, beliefs, and social contract. After discussion, the Board Members came to consensus that slight revisions should be made.

**E. Comments Received:**

- Cabinet                       DLT                       FBOC                       Teacher Org. Reps.                       Other - Board Members

**F. Administrative Recommendation**

The administration recommends the board adopt the revised Beliefs, as presented.

**H. Suggested Motion**

I move that the Hays CISD Board of Trustees adopt the revised Vision, Mission, Beliefs, and Social Contract, as presented.

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

Date: August 26, 2024

Agenda Item: K.12

Board Goal: Board Matter

Subject: Consideration and possible adoption of the Hays CISD Goals for 2024-2025

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

**A. Purpose of Agenda Item:**

Action Needed                       Information Only                       Receive Input

**B. Authority for This Action**

Local Policy                       Law or Rule                       N/A

**C. Goal or Need Addressed:**

Adoption of the Hays CISD Goals for 2024-2025

**D. Summary:**

- Previous board action relating to this item – Current Board Goals were adopted September 2023.
- Future action anticipated -
- Background information – Board members and the Superintendent and Cabinet have participated in professional development to develop the goals for the district.

**E. Comments Received:**

Cabinet                       DLT                       FBOC                       Teacher Org. Reps.                       Other - Board Members

**F. Administrative Recommendation:**

The administration recommends the board adopt the Hays CISD Goals for 2024-2025, as presented.

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

Budget – General Operating Fund                       Bond                       Grant/Special Funds                       Other

**H. Monitoring and Reporting Time Line:**

Person responsible for evaluating this decision or action – Board and Superintendent  
Evaluation method and time line -  
Next report to the board -

**I. Suggested Motion**

I move that the Hays CISD Board of Trustees adopt the Hays CISD Goals for 2024-2025, as presented.



# HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 26, 2024

Agenda Item: L.2

Board Goal: Community Relations

Subject: Appraisal Calendar and Timeline

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 (DNA Legal/Local)

Law or Rule

N/A

**C. Goal or Need Addressed:**

Inform the Board of the Appraisal Calendar for the 24-25 School Year

**D. Summary:**

Previous board action relating to this item –

Future action anticipated -

**Background information** – In accordance with TAC 150.1003(d), a district shall establish a calendar for teacher appraisals and provide that calendar to teachers within three weeks from the first day of instruction. The appraisal period for each teacher must include all of the days of the teacher's contract. Observations during the appraisal period must be conducted during the required days of instruction for students during one school year.

The appraisal calendar shall 1. Exclude observations in the two weeks after the day of completion of the T-TESS orientation in the school years when an orientation is required; and 2. Indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students.

**E. Comments Received:**

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other

**F. Administrative Recommendation:**

No recommendation. This item is presented for information only.

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

Budget

Bond

Grant/Special Funds

Other

Prior Year Spending -

Future/Ongoing -

**H. Monitoring and Reporting Time Line:**

**Person responsible for evaluating this decision or action** — Christina Courson

**Evaluation method and timeline** – The Appraisal Calendar will help ensure that all required elements of the appraisal system are met in a timely manner.

**Next report to the board** – This information is presented to the Board annually each August.

**I. Suggested Motion:**

No Board action needed. This agenda item is presented as information only.



## 2024-2025 EMPLOYEE APPRAISAL CALENDAR & TIMELINE

Date	Appraisal Activity
August 23, 2024	Annual T-TESS orientation for <i>New to District ONLY</i> via Zoom meeting
September 6, 2024	Deadline for Admin to provide 1 hour T-TESS update to staff
September 3-20, 2024	No Formal Observations Allowed
September 23, 2024 to April 25, 2025	Formal Teacher Observation Period
September 30, 2024	*T-TESS Non-Evaluative Year Agreements must be submitted by teacher in Records and converted to Frontline ERP.
October 4, 2024	*T-TESS Non-Evaluative Year Agreements must be approved or denied by principal in Records and converted to Frontline ERP.
October 10 & 15, 2024	No observations allowed
October 15, 2024	T-TESS Goal Setting and Professional Development due to appraiser ( <i>for existing and new teachers</i> )
October 31, 2024	No observations allowed
November 4-6, 2024	No observations allowed
November 11, 2024	Student Learning Objective (SLO) Complete
November 22, 2024	No observations allowed
Prior to Thanksgiving Break, November 17, 2024	Formal Observations for <i>New/Novice Teachers</i> Complete
December 2, 2024	No observations allowed
December 16, 2024 – December 19, 2024	No observations allowed
Prior to Winter Break, December 15, 2024	Formal Observations for Teachers <i>New to Hays CISD</i> Complete
January 7-10, 2025	No observations allowed
January 17, 2025	No observations allowed
January 21, 2025	No observations allowed
January 24, 2025	T-TESS Formal Observations for teachers who may be considered for nonrenewal/termination at the end of the school year should be complete

February 14, 2025	No observations allowed
February 18, 2025	No observations allowed
<b>February 28, 2025</b>	<b>Administrator Contract Recommendations due to HR</b>
<b>March 7, 2025</b>	<b>TNLC Contract Recommendations due to HR</b> Retire-Rehire Contracts, TNLC Contracts issued after January 1, 2025, and Contracts for Teachers with Pending Certifications
March 14, 2025	No observations allowed
March 24, 2025	No observations allowed
<b>March 25, 2025</b>	<b>Administrator Contract Nonrenewal or Terminations Presented to the Board</b>
April 4, 2025	TNLC Contracts Presented to the Superintendent
<b>April 22, 2025</b>	<b>TNLC Contract Nonrenewal or Terminations Presented to Board</b>
April 25, 2025	Nurse, Librarian, and Counselor Appraisals Due
April 25, 2025	Last Day to Conduct Formal Observations
May 2, 2025	Last Day for Summative Conferences ( <i>Teachers ONLY</i> )
May 5, 2025	Letters of Reasonable Assurance (LORA) issued in Frontline ERP
May 9, 2025	Retire-Rehire Contracts, TNLC Contracts issued after January 1, 2025, and Contracts for Teachers with Pending Certifications Presented to Superintendent
May 16, 2025	Paraprofessional/ Auxiliary Appraisals Due
May 22, 2025	Last Day of School
May 30, 2025	T-TESS Summative Conferences Complete in Frontline ERP
June 12, 2025	Campus Administrator Appraisals Due
June 2025 (TBD)	<b>Administrator Contract Renewals Presented to the Board</b>
June 26, 2025	Non-Campus Administrator/ Professional Appraisals Due

**\*Teachers in the following assignments may not waive their 2024-2025 T-TESS Evaluation (this includes all PILOT areas).**

Pre K- 8<sup>th</sup> RLA and Math

5<sup>th</sup> - 8<sup>th</sup> Science, Biology

Algebra 1, Algebraic Reasoning, Geometry, Algebra 2

English 1, 2 and 3

Intervention and Dyslexia

***2024-25 Pilot:***

6-11 Social Studies

CTE (Certain Courses)

Special Education Inclusion

DRAFT

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

Date: August 26, 2024

Agenda Item: L.3

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:** August 26, 2024

**Agenda Item:** M

**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: August 26, 2024**

**Agenda Item: N**

**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**

**2024-2025 Hays CISD Board of Trustees  
Meeting Schedule**



August 19, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm  
August 26, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

September 16, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm  
**TUESDAY**, September 24, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

October 21, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm  
October 28, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

**TUESDAY**, November 12, 2024 @ Hays CISD Merideth Keller Board Room – 5:30 pm  
November 18, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

December 16, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

**THURSDAY** January 23, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm  
January 27, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

**THURSDAY**, February 20, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm  
February 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

March 10, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm  
**THURSDAY**, March 27, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

April 14, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm  
**THURSDAY**, April 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

May 12, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm  
May 19, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

**TUESDAY**, June 10, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm  
**TUESDAY**, June 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

July 21, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm