

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the Hays Consolidated Independent School District will be held on Monday, August 22, 2022 beginning at 5:30 PM at the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

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

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

- A. CALL TO ORDER: Establish a quorum
- B. CLOSED SESSION
 - 1. Deliberation regarding the Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071
- C. RECONVENE IN OPEN SESSION - immediately following Closed Session
- D. PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS
 - United States Flag Pledge:
I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.
 - Texas Flag Pledge:
Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
- E. MISSION STATEMENT
 - The mission of Hays CISD is to nurture students to become extraordinary citizens through unique, personal educational experiences through an innovative community of learners while celebrating our diversity and legacy.
- F. SOCIAL CONTRACT
 - The Board will:
 - 1. Serve as District Ambassadors
 - 2. Be Professional
 - 3. Collaborate as a Team and Respect the Body Corporate
 - 4. Promote Discussion and Respect Each Other
 - 5. Assume Positive and Noble Intentions
- G. SUPERINTENDENT REPORT 7
 - Dr. Eric Wright
- H. PUBLIC FORUM 8
 - It is the policy of the Board that, if members of the public wish to address the Board in Public Forum, they must complete and submit the Request to Address the Board of Trustees form (green sheet). This form may be obtained at the entrance to the Board room and must be submitted to Tim Savoy, Chief Information Officer at the entrance prior to reconvening in open session. Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as is provided in Board policy.
 - Please be aware that the audio and video of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.*

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October 17, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
October 24, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
November 14, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
December 12, 2022 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
TUESDAY, January 17, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
January 23, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
February 13, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
TUESDAY, February 21, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
March 27, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
April 17, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
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May 15, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
May 22, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
TUESDAY June 20, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
June 26, 2023 @ Kunkel Room at Historic Buda Elementary Campus - 5:30 pm	
<i>Official Board of Trustees information may be obtained at www.hayscisd.net</i>	
R. ADJOURN	

This notice was posted in compliance with the Texas Open Meetings act on: Friday, August 19, 2022 at 3:30 pm

Exceptions for Closed Meetings

A board may conduct a closed meeting for the purposes described in the following provisions.

Attorney Consultation

A board may conduct a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings. *Gov't Code 551.071* [See BE for permissible methods of communication for attorney consultations]

Real Property

A board may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.072*

Prospective Gift

A board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to a district if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.073*

Personnel Matters

A board is not required to conduct an open meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, a board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. *Gov't Code 551.074*

The closed meeting exception for personnel matters does not apply when a board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when a board discusses a class or group of employees, not a particular employee. *Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)*

Employee-Employee Complaints A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

Student Discipline A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

Personally Identifiable Student Information

A board is not required to conduct an open meeting to deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Directory information about a public school student is considered to be personally identifiable information about the student for this purpose only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed a district that the directory information should not be released without prior consent. [See FL]

This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.

Gov't Code 551.0821

Medical or Psychiatric Records

A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate

1. The medical records or psychiatric records of an individual applicant for a benefit from the plan; or
2. A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan.

Gov't Code 551.0785

Security

A board is not required to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation, of security personnel or devices, or
2. A security audit

Gov't Code 551.076

A board is not required to conduct an open meeting to deliberate:

1. Security assessments or deployments relating to information resources technology;
2. Network security information as described by Government Code 2059.055(b); or
3. The deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

Gov't Code 551.089

Assessment Instruments

A board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. *Education Code 39.030(a)*

Emergency Management

A board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, Management relating to Homeland Security. However, a board must make a tape recording of the proceedings of a closed meeting held to deliberate the information. *Gov't Code 418.183(f)*

Economic Development Negotiations

A board is not required to conduct an open meeting:

1. To discuss or deliberate regarding commercial or financial information that the board has received from a business prospect that the board seeks to have locate, stay, or expand in or near a district and with which the board is conducting economic development negotiations; or
2. To deliberate the offer of a financial or other incentive to such a business prospect.

Procedures for Closed Meetings

If a closed meeting is allowed, a board shall not conduct the closed meeting unless a quorum of the board first convenes in an open meeting for which proper notice has been given [see BE] and the presiding officer has publicly announced that a closed meeting will be held and has identified the section or sections of the Open Meetings Act or other applicable law under which the closed meeting is held. *Gov't Code 551.101*

Vote or Final Action

A final action, decision, or vote on a matter deliberated in a closed meeting shall be made only in an open meeting for which proper notice has been given. *Gov't Code 551.102* [See BE]

Certified Agenda or Recording

A board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with a district's attorney. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the presiding officer at the beginning and end of the closed meeting indicating the date and time. A presiding officer shall certify that a certified agenda is a true and correct record of the proceedings. If a recording is made, it must include announcements by the presiding officer at the beginning and end of the meeting indicating the date and time. *Gov't Code 551.103*

"Recording" means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. *Gov't Code 551.001(7)*

Closed meetings may not be recorded by an individual trustee against the wishes of a majority of a board. *Zamora v. Edgewood Indep. Sch. Dist.*, 592 S.W.2d 649 (Tex. App.—San Antonio, 1979, writ ref'd n.r.e.)

Preservation

A board shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If a legal action involving the meeting is brought within that period, the board shall preserve the certified agenda or recording while the action is pending. *Gov't Code 551.104(a)*

Public Access

A certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued as a result of litigation involving an alleged violation of the Open Meetings Act. *Gov't Code 551.104(b), (c)*

Prohibitions

No board member shall participate in a closed meeting knowing that neither a certified agenda nor a recording of the closed meeting is being made. *Gov't Code 551.145*

No individual, corporation, or partnership shall without lawful authority disclose to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public. *Gov't Code 551.146*

No board member shall knowingly call or aid in calling or organizing a closed meeting that is not permitted under the Open Meetings Act, close or aid in closing a regular meeting to the public except as permitted under the Open Meetings Act, or participate in a closed meeting that is not permitted under the Open Meetings Act. *Gov't Code 551.144(a)*

Affirmative Defense

It is an affirmative defense to prosecution under Subsection 551.144(a) that a board member acted in reasonable reliance on a court order or a written interpretation of the open meetings law contained in an opinion of a court of record, the attorney general, or the board's attorney. *Gov't Code 551.144(c)*

DATE ISSUED: 11/16/2017

UPDATE 109

BEC(LEGAL)-P

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 22, 2022

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 22, 2022

Subject: Public Forum

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item

☐ Action needed

☐ Information only

☒ Receive input

B. Authority for This Action:

☒ Local Policy BED

☒ Law or Rule

☐ N/A

The Board encourages comments from citizens of the District and from District employees.

Policy BED local states that audience participation at a Board Meeting is limited to the public comment portion of the meeting designated for that purpose. At all other times during a Board Meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer. An open forum will be conducted at each meeting. The Board shall allot approximately 30 minutes for comments from members of the public about school district concerns.

Any member of the public who wishes to address the Board in Public Forum must complete and submit the Request to Address the Board of Trustees form (green sheet). This form may be obtained and at the entrance to the Board room and must be submitted to Tim Savoy, Chief Information Officer at the entrance prior to reconvening in open session. Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as is provided in Board policy.

Board Policy DEC (LOCAL) sets the maximum time for any individual presentation as 5 minutes, unless decreased by the Board President prior to the start of public comment. In order to ensure efficiency in all meetings, our standard practice is to afford 3 minutes for speakers covering current agenda items and 2 minutes for speakers covering non-agenda items. Speakers with comments on posted agenda items will be called to speak first. Speakers with comments on items not posted for tonight's agenda will then be called to speak, if time permits.

Please be aware that the audio and video of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 22, 2022

Subject: Student Achievement Report – STAAR / EOC Results for 2021-2022 School Year

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Kevin Malandrucolo, Director of Assessment and Marivel Sedillo, DS/CAO

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:
Our goal is to provide the Board with a brief overview of our 2021-2022 STAAR/EOC results.

Summary:

- ☐ Previous board action relating to this item -
☐ Future action anticipated -
☒ Background information – STAAR is the state's testing program and is based on state curriculum standards in core subjects including reading, writing, mathematics, science, and social studies. STAAR tests are designed to measure what students are learning in each grade and whether or not they are ready for the next grade.

D. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other –

E. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action Marivel Sedillo, DS/CAO
Evaluation method and timeline – Universal screeners, CBAs, Interim Assessments, benchmarks and CFA are measures we use throughout the year to monitor and track progress.
Next report to the board – Upon request

F. Suggested Motion:
No motion required – information only

Hays CISD Accountability - 2022

#GrowthForAll



	Student Achievement Domain	School Progress Domain		Closing the Gaps Domain	Overall Score	District/Campus Rating	Distinctions
		Part A: Academic Growth	Part B: Relative Performance				
Hays CISD	79	89	78	82	87	B	
Blanco Vista	78	89	79	84	88	B	
Buda	85	91	75	92	91	A	1-Academic Growth
Camino Real	67/NR	86	72	75	83	B	
Carpenter Hill	92	92	80	100	94	A	2-P.S. Ready, Closing the Gaps
Elm Grove	92	85	74	100	94	A	1-Closing the Gaps
Fuentes	73	83	72	78	82	B	
Hemphill	72	91	79	77	87	B	1-Academic Growth
Kyle	76	80	72	73	78	C	
Negley	89	82	75	83	87	B	
Pflugger	82	90	77	92	91	A	1-Closing the Gaps
Science Hall	70	83	73	75	81	B	
Tobias	77	77	70	73	76	C	
Tom Green	69/NR	79	56/NR	75	78	C	
Uhland	58/NR	93(89)	60/NR	73	84	B	2-Science, Academic Growth
Barton	91	92	84	100	94	A	7-Reading, Math, Sci, SS, Growth, P.S. Read, Closing Gaps
Chapa	75	85	80	77	83	B	2-Reading, Academic Growth
Dahlstrom	91	84	66/NR	83	89	B	
McCormick	78	84	79	84	84	B	2-Academic Growth, Closing the Gaps
Simon	56/NR	63/NR	58/NR	68/NR	65/NR	Not Rated	
Wallace	75	75	69	75	75	C	1-Science
Hays	85	91	78	86	90	A	3-Science, Academic Growth, Closing the Gaps
Johnson	88	88	80	89	88	B	3-Math, Academic Growth, Closing the Gaps
Lehman	75	73	78	73	77	C	
Live Oak	83	81	NA	63/NR	79	C	
The higher score from the Student Achievement and School Progress Domains account for 70% of overall rating.				30% of overall rating.			

To align with Senate Bill 1365, a Not Rated (NR) label is used when the domain or overall scaled score is less than 70.

August 12, 2022

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

Date: August 22, 2022

Subject: Demonstration of SchoolLinks depicting College and Career Readiness (CCR) Data

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Dr. Michael Watson, Deputy Academic Officer
Maritza Gonzalez, Director of Counseling and College & Career Readiness

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:

Give our Board an overview of the SchoolLinks (CCR) platform.

D. Summary:

☐ Previous board action relating to this item –

☐ Future action anticipated –

☒ Background information –

SchoolLinks is a modern student-centered College and Career platform. It provides a complete set of tools to enable our campuses to improve student performance and support the entire student planning journey with a single platform. This one-stop toolkit provides helpful practices for counselors to connect with families, promote dynamic communication channels, and create partnerships that will catalyze student success. It will also make it easy for Counselors and College Advisors to see whether their students are on track to hit their goals. In addition, students will see which colleges interest them, explore careers, and check in on graduation requirements with just a few clicks. The actionable data on SchoolLinks clears the way for positive student outcomes.

E. Scope of Options Reviewed: N/A

F. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: SHAC

I. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer

Evaluation method and timeline –

Next report to the board – TBD

J. Suggested Motion: No action needed – Information only

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

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 June 2, 2022 Budget Workshop, June 6, 2022 Budget Workshop, June 20, 2022 meeting, June 27, 2022 meeting, June 28, 2022 Special Meeting, June 28, 2022 Special Meeting – Superintendent Evaluation and the July 19, 2022 Special Meeting are presented for approval

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other _____

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

F. Administrative Recommendation:

The Superintendent recommends the Board approve minutes from the June 2, 2022 Budget Workshop, June 6, 2022 Budget Workshop, June 20, 2022 meeting, June 27, 2022 meeting, June 28, 2022 Special Meeting, June 28, 2022 Special Meeting – Superintendent Evaluation and the July 19, 2022 Special Meeting, as presented.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other _____

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve minutes from the June 2, 2022 Budget Workshop, June 6, 2022 Budget Workshop, June 20, 2022 meeting, June 27, 2022 meeting, June 28, 2022 Special Meeting, June 28, 2022 Special Meeting – Superintendent Evaluation and the July 19, 2022 Special Meeting, as presented.

Minutes of Regular Meeting June 2, 2022

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, June 2, 2022, beginning at 5:30pm in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:30 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Byron Severance, Vanessa Petrea, Raul Vela, Courtney Runkle and Will McManus were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:38 pm to receive an update on District Safety & Security Procedures, Practices and Standard Response Protocols – Tex. Gov't Code Sec. 551076

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 7:42 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

SUPERINTENDENT REPORT

Dr. Eric Wright shared information regarding safety and security at Hays CISD, and praised Jeri Skrocki, Director of Safety and Security. Dr. Wright referenced the community email sent by him on May 25, 2022 in the wake of the Uvalde School Shooting. Dr. Wright congratulated all on a successful 2021-2022 school year.

PUBLIC FORUM

One member of the public, an employee at Lehman High School, requested to address the Board during the public forum portion of the meeting. She was unable to stay until the Board reconvened in Open Session. The item she indicated a wish to express was the paraprofessional starting hourly pay rate for the 21/22 school year. Dr. Fernando Medina was asked to contact the employee.

INFORMATION ITEM

2022-2023 Budget Workshop

Randy Rau, Chief Financial Officer, addressed the Board with a presentation regarding specific budget items, and responded to questions presented. Mr. Rau reviewed the tax rate adoption calendar, and indicated that the 22/23 budget would provide an additional reduction in tax rate. Dr. Fernando Medina, Chief Human Resources Officer, provided information regarding Payroll Assumptions. A vigorous conversation ensued regarding salary comparisons, new allocations for growth at both secondary and elementary campuses.

The Board took a 5-minute break at 8:57pm

Dr. Eric Wright left the meeting at 9:03pm due to a previous obligation.

The Board returned from Break at 9:08pm. Dr. Fernando Medina presented proposed recommendations for the compensation plan for the 22/23 school year. A lengthy discussion was had between the Board and Dr. Medina referencing materials presented in-person at the dais.

ADJOURN

No further business was conducted and the meeting adjourned at 10:02 PM.

Minutes of Regular Meeting

June 6, 2022

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, June 6, 2022, beginning at 6:00 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 6:04 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Byron Severance, Vanessa Petrea, Raul Vela and Will McManus were present. Courtney Runkle was absent.

PUBLIC FORUM

There were no members of the public requesting to address the Board during the public forum portion of the meeting.

INFORMATION ITEM

2022-2023 Budget Workshop

Dr. Fernando Medina, Chief Human Resources Officer, presented information regarding compensation changes approved at the May 23, 2022 meeting. Dr. Medina referenced the compensation plan and the TASB Pay Systems Review documents provided to the Board at the dais.

Randy Rau, Chief Financial Officer, presented additional detailed budget information by department for Fine Arts, Athletics, Curriculum & Instruction, Transportation, Maintenance & Operations, Custodial, Security, Utilities, Technology, General Administration and district wide budgets. Mr. Rau provided information regarding the proposed budget. Conversations were had between Mr. Rau, members of the Superintendent's Cabinet and Board members for clarification purposes.

BOARD REQUESTS FOR INFORMATION

Esperanza Orosco requested information regarding the TASB Pay Systems equity adjustments, and the justification regarding each recommendation. Dr. Medina acknowledged the request. Mrs. Orosco requested a cost to provide payment of a Bilingual Stipend to qualified administrators at bilingual campuses. Dr. Medina acknowledged the request.

ADJOURN

No further business was conducted and the meeting adjourned at 10:02 PM.

Minutes of Regular Meeting June 20, 2022

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, June 20 2022, beginning at 5:30pm in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:30 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Esperanza Orosco, Merideth Keller, Vanessa Petrea, Raul Vela, Courtney Runkle and Will McManus were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:47 PM to consult with legal counsel regarding grievance appeal process under Board Policy DGBA and related subject matters, pursuant to Tx. Gov't Code Sec. 551.071.

The Board also deliberated regarding Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Sec. 551.071.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:51 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

SUPERINTENDENT REPORT

Dr. Eric Wright shared information regarding preliminary STAAR scores and expressed gratitude toward the Board of Trustees for their support of student need during the District's return from COVID-19 pandemic restrictions.

PUBLIC FORUM

No one from the public addressed the Board during the public forum portion of the meeting.

REVIEW OF SAFETY & SECURITY PROTOCOLS

Jeri Skrocki, Director of Safety and Security, presented information to the Board regarding public safety and security protocols and procedures for Hays CISD. The Board engaged in conversation with Mrs. Skrocki and expressed their support of future needs to increase safety and security.

STUDENT ACHIEVEMENT REPORT

Derek McDaniel presented detailed information regarding end-of-year mClass and PreK Readiness results. Board members engaged in conversation with Mr. McDaniel regarding results. Discussions were had regarding the need for a universal writing screener.

INFORMATION ITEM

TASB Pay System Presentation and Recommendations

Dr. Fernando Medina, Chief Human Resources Officer, and Laura Barton of TASB presented information regarding the process of researching, determining and presenting recommendations for compensation changes/updates. Dr. Medina and Ms. Barton received questions from the Board and provided responses.

CONSENT AGENDA

Board Meeting Minutes

Budget Amendments

The Final Budget Amendment for the 2021-2022 school year is scheduled to be approved at the June 27, 2022 Board meeting.

Consideration and possible approval of the appointments of the Hays CISD School health Advisory Council (SHAC) for the 2022/2023 school year.

Mrs. Orosco pulled this item for questions. Mary Noble, Deputy Academic Officer, responded to questions from the Board in place of Marivel Sedillo who was unable to attend the meeting.

Procurements

a. K-5 Consumable Workbooks: Textbook Warehouse

Esperanza Orosco pulled this item for questions. Derek McDaniel and Travis Smith responded to questions from the Board to support this item.

b. HR Software: Power School

Byron Severance pulled this item for questions. Dr. Fernando Medina provided response to support this item.

c. District-wide Concrete Work: Myers Concrete

Courtney Runkle pulled this item for questions. Max Cleaver provided response to support this item.

Contracts/MOUs

a. Communities in Schools

Esperanza Orosco pulled this item for questions. Mary Noble acknowledged questions.

b. Texas State University Graduate Assistant Athletic Trainers

ACTION ITEMS

Consideration and possible approval of the Superintendent's recommendation to contractually employ Assistant Principals at Dahlstrom Middle School, McCormick Middle School and Wallace Middle School.

Courtney Runkle moved and Raul Vela seconded the motion that the Board of Trustees approve the Superintendent's recommendation to contractually employ Assistant Principals at Dahlstrom Middle School – Bridgette Gatzaret, McCormick Middle School – Helen Garcia, and Wallace Middle School – Ali Tison, as presented. The motion passed with a vote of 6-0.

Consideration and possible action to temporarily suspend a portion of policy DC (LOCAL) from June 27, 2022 through August 22, 2022.

Dr. Fernando Medina responded to questions and feedback from the Board. The Board requested that an adjustment be made the date range starting from June 29th since the Board will meet twice prior to the end of the Board Calendar Year – once on July 28th and again on July 29th.

Consideration and possible adoption of local policy update to DEC (LOCAL) – Payment of local leave days for non-retirement separation from Hays CISD.

Dr. Fernando Medina responded to questions and feedback from the Board. The Board requested information regarding a cap of leave days at 15, 30 and 60 for comparison purposes. The Board also requested a statement be included in the policy that an employee must complete his/her contract year to become eligible for the payout of these leave days.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Trustees requested information regarding a universal writing screener for Hays CISD.

ADJOURN

No further business was conducted and the meeting adjourned at 10:30 PM.

Minutes of Regular Meeting

June 27, 2022

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Monday, June 27 2022, beginning at 5:30pm in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:43 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Courtney Runkle, Raul Vela, Will McManus, Esperanza Orosco and Byron Severance were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:44 PM to consult with legal counsel regarding grievance appeal process under Board Policy DGBA and related subject matters, pursuant to Tx. Gov't Code Sec. 551.071.

The Board also deliberated regarding Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Sec. 551.071.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 7:03 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

PUBLIC HEARING

No one from the public addressed the Board during the public hearing portion of the meeting.

SUPERINTENDENT REPORT

Dr. Eric Wright indicated that he was eager to share updated STAAR data with the Board, but the results of testing have not yet been made available by TEA.

PUBLIC FORUM

No one from the public addressed the Board during the public forum portion of the meeting.

REVIEW OF SAFETY & SECURITY PROTOCOLS

This information was presented on June 20, 2022 by Jeri Skrocki, Director of Safety and Security. There were no further questions on this item.

STUDENT ACHIEVEMENT REPORT

This information was presented on June 20, 2022 by Derek McDaniel. There were no further questions on this item.

CONSENT AGENDA

Board Meeting Minutes

Budget Amendments

The Final Budget Amendment for the 2021-2022 school year is scheduled to be approved at the June 27, 2022 Board meeting.

Consideration and possible approval of the appointments of the Hays CISD School health Advisory Council (SHAC) for the 2022/2023 school year.

Dr. Wright pulled this item to allow the team to provide more clear and precise information.

Procurements

- a. K-5 Consumable Workbooks: Textbook Warehouse

Esperanza Orosco pulled this item for questions. Derek McDaniel and Travis Smith responded to questions from the Board to support this item.

- b. HR Software: Power School

Byron Severance pulled this item for questions. Dr. Fernando Medina provided response to support this item.

- c. District-wide Concrete Work: Myers Concrete

Courtney Runkle pulled this item for questions. Max Cleaver provided response to support this item.

Contracts/MOUs

- a. Communities in Schools

Esperanza Orosco pulled this item for questions. Mary Noble acknowledged questions.

- b. Texas State University Graduate Assistant Athletic Trainers

There were no questions regarding this item.

President Vanessa Petrea declared the suggested motion that the Board of Trustees approve the Consent Agenda items as presented. Courtney Runkle moved and Raul Vela seconded the motion that carried with a vote of 7-0.

ACTION ITEMS

Consideration and possible approval of the Superintendent's recommendation to contractually employ Assistant Principals at Barton Middle School and Chapa Middle School.

Courtney Runkle moved and Raul Vela seconded the motion that the Board of Trustees approve the Superintendent's recommendation to contractually employ Assistant Principals at Barton Middle School – Yvonne Schneider and Chapa Middle School – Amber Limerick, as presented. The motion passed with a vote of 7-0. Dr. Eric Wright spoke to announce the names of recommendations for hire to the Board and Public.

Consideration and possible adoption of the order authorizing the issuance, sale and delivery of Hays Consolidated ISD Unlimited Tax School Building Bonds; and containing other matters thereto, as presented.

There were no questions from the Board on this item. Will McManus moved and Esmeralda Perez-Gonzalez seconded the motion to adopt. The motion carried with a vote of 7-0.

Consideration and possible adoption of local policy update to DEC (LOCAL) – Payment of local leave days for non-retirement separation from Hays CISD.

Trustee Orosco asked for clarification regarding unintended consequences of this policy update. Dr. Fernando Medina responded. President Petrea indicated that the consequences were not previously presented as being eliminated, and that by design the update was intended to add incentive, not remove incentives already in place. The Board requested to strike a portion of the edits stating that "The employee shall complete all work and/or contractual obligations through the last day of instruction or through the employees work calendar...." Esperanza Orosco moved and Courtney Runkle seconded the motion to adopt the policy revision. The motion passed with a vote of 7-0.

Consideration and possible approval of the purchase of large kitchen equipment for the Child Nutrition Department from Amundsen.

There were no questions from the Board of Trustees regarding this item. Mr. Raul Vela moved and Courtney Runkle seconded the motion to approve the purchase of large kitchen equipment from Amundsen in the amount of \$826,956.97 as presented. The motion passed with a vote of 7-0.

Consideration and possible approval of a construction contract for the Science Hall Elementary Kiln Room with Alpha Building Corporation.

There were no questions from the Board of Trustees regarding this item. Mr. Will McManus moved and Mr. Raul Vela seconded the motion that the Board of Trustees approve a construction contract for the Science Hall Elementary Kiln Room with Alpha Building Corporation in the amount of \$73,246 plus contingency, for a construction cost not to exceed \$76,908, and architect fees from O'Connell Robertson, for a total project cost not to exceed \$82,036, as presented. The motion passed with a vote of 7-0.

Consideration and possible approval of the purchase of two multi-passenger vehicles from Gunn Auto Group

Mrs. Vanessa Petrea requested clarification regarding the funding source for this purchase. Randy Rau, Chief Financial Officer, provided clarification. Ms. Petrea asked for information regarding the use of vehicles on a fleet agreement. Mr. Rau reported that the Director of CTE, Suzi Mitchell, would prefer to purchase vehicles rather than participate in a fleet agreement so that the students in the Auto Tech CTE courses could perform the routine maintenance to these vehicles. Raul Vela requested information regarding equity access, and it was presented that these vehicles would be covering with excess. Courtney Runkle moved and Dr. Esmeralda Perez-Gonzalez seconded the motion that the Board of Trustees approve the purchase of two multi-passenger vehicles from Gunn Auto Group for a total cost of \$102,730 as presented. The motion passed with a vote of 7-0.

Consideration and possible approval of a construction contract with Cabling and Wiring Solutions of Central Texas for Scoreboard Wiring at Shelton Stadium

There were no questions regarding this agenda item. Will McManus moved and Raul Vela seconded the motion that the Board of Trustees approve a construction contract with Cabling and Wiring Solutions of Central Texas (CWS), in the amount of \$69,601, for scoreboard wiring at Shelton Stadium. The motion passed with a vote of 7-0.

Consideration and possible approval of an electrical utility easement to Pedernales Electric Cooperative at the Hays CISD Beacon Hill Operations Facility

Byron Severance asked for clarification that this easement would not conflict with any work being performed at our M&O campus. Max Cleaver responded to give the all clear. Raul Vela moved and Courtney Runkle seconded the motion that the Board of Trustees approve an electrical easement to the Pedernales Electric Cooperative at the Hays CISD Beacon Hill Operations Facility, as presented. The motion passed with a vote of 7-0.

Consideration and possible approval of the schematic design for the 2022 Bond Project: Elementary School 16 (Negley Relief School), designed by Huckabee Architects

Byron Severance requested feedback from the FBOC meeting last week. Max Cleaver responded to report a unanimous support of this design from the FBOC. A discussion took place between several trustees and Mr. Cleaver. Trustees requested upgrades to interior doors for security. Mr. Cleaver provided feedback. Esperanza Orosco moved and Byron Severance seconded the motion that the Board of Trustees approve the enhanced schematic design and design development for the 2022 Bond Project Elementary School 16 (Negley Relief School), designed by Huckabee Architects, as presented. The motion carried with a vote of 7-0.

Consideration and possible approval of the Hays CISD 2022-2023 Board Meeting Calendar

Board Trustees engaged in conversation regarding scheduling in a lengthy discussion. Esperanza Orosco moved and Raul Vela seconded the motion that the Board of Trustees approve the 2022-2023 Hays CISD Board Meeting Calendar, as presented. The motion passed with a vote of 7-0.

Consideration and possible action to temporarily suspend a portion of policy DC (LOCAL) FROM June 29, 2022 through August 22, 2022.

Vanessa Petrea announced that this item, in an edited form, would be pushed for vote on June 28, 2022. The Board of Trustees and Dr. Eric Wright discussed how this item could be amended to allow the Board to approve hires into August 2022 at the Board Team Building Goal-Setting event. An adjustment was made to move the approval dates from July 31, 2022 through a future date in August. Mrs. Orosco asked for

clarification regarding dates and positions being recommended. Dr. Wright proposed a daytime meeting (lunch or breakfast) to form a quorum to hold a brief meeting for the support of any recommendations for administration hire. Trustees agreed to make themselves available to meet to discuss.

At 8:45pm, President Vanessa Petrea called for a short break.

Trustees returned to the dais at 8:56pm.

Consideration and possible approval of the Hays CISD Compensation Plan for the 2022-2023 School Year
Trustees requested clarification in many areas. Dr. Fernando Medina, Chief Human Resources Officer, provided feedback. Dr. Eric Wright, Superintendent of School, also provided comment and clarification. Randy Rau, Chief Financial Officer, provided clarification regarding estimates and trend analysis. Approval of this agenda item will be completed at the Board of Trustees meeting on June 28, 2022.

Consideration and possible approval of the Hays CISD Budget for the 2022-2023 School Year
Trustees posed questions for clarification, and Randy Rau, Chief Financial Officer, provided feedback. Approval of this agenda item will be completed at the Board of Trustees meeting in June 28, 2022.

INFORMATION ITEMS

Update on Construction Projects

Max Cleaver presented the Board with an update on construction projects and completion walk-throughs.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Trustees requested information with a request for clarification in the process of communication changes for students who have turned 18 years old.

ADJOURN

No further business was conducted and the meeting adjourned at 9:07 PM.

Minutes of Special Meeting

June 28, 2022

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Tuesday, June 28 2022, beginning at 5:00 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 5:12 PM. Board Members, Dr. Esmeralda Perez-Gonzalez, Courtney Runkle, Raul Vela, Will McManus, Esperanza Orosco and Byron Severance were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:13 PM to conduct a Level III grievance appeal hearing per Board Policy DGBA (LOCAL), pursuant to Tex. Gov't Code Sec. 551.074 and 551.082

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:05 PM.

PUBLIC HEARING

No one from the public addressed the Board during the public hearing portion of the meeting.

ACTION ITEMS

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

Discussion and take possible action on Level III grievance hearing in connection with DGBA (LEGAL) and DGBA (LOCAL)

Board Secretary, Esperanza Orosco moved to deny the Level III grievance of Andrew Palmore, and to deny all requested relief. Courtney Runkle seconded the motion. Board President, Vanessa Petrea asked for any further discussion. No further discussion was requested. The motion carried with a vote of 7-0.

ADJOURN

No further business was conducted and the meeting adjourned at 6:07 PM.

Minutes of Special Meeting

June 28, 2022

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Tuesday, June 28 2022, beginning at 6:00 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 6:24 PM. Board Members, Vanessa Petrea, Dr. Esmeralda Perez-Gonzalez, Courtney Runkle, Raul Vela, Will McManus, Esperanza Orosco and Byron Severance were present.

PUBLIC HEARING

No one from the public addressed the Board during the public hearing portion of the meeting.

ACTION ITEMS

Consideration and possible approval of temporary suspension of a portion of policy DC (LOCAL) from June 29, 2022 through August 22, 2022.

This item was pulled from the agenda after the discussion of the possibility of additional special meetings in the month of July at which the Board would be provide the opportunity to support the recommendations for administrative hires.

Consideration and possible approval of the Hays CISD Compensation Plan for the 2022-2023 School Year. Board President, Vanessa Petrea, and Board Secretary, Esperanza Orosco referenced that there were no changes made to the Summer School portion of the compensation plan. Dr. Fernando Medina, Chief Human Resources Officer, responded to queries and indicated that changes in this area would be brought the Board for approval in February. Trustees expressed gratitude for work done to present the completed compensation plan. Board President Vanessa Petrea read the suggested motion that the Board approve the Hays CISD Employee Compensation Plan for the 2022-2023 school year as presented. Board Vice President, Raul Vela, moved and Trustee Courtney Runkle seconded the motion. The motion passed with a vote of 7-0.

Consideration and possible adoption of the 2022-2023 Budget.

Esperanza Orosco requested that the board hear refreshed budget information. Randy Rau, Chief Financial Officer, provided a response to detail the budget total, deficit and fund balance, referencing page 5 of the budget document provided to the Board. Vanessa Petrea read the suggested motion that the Hays CISD Board of Trustees adopt the 2022-2023 budget as presented. Esperanza Orosco moved and Will McManus seconded the motion. The motion passed with a vote of 7-0.

CLOSED SESSION

The Board adjourned to Closed Session at 6:39 PM for the preparation of the summative evaluation document for the Superintendent, and to deliberate and discuss the results of the evaluation, contract and compensation with the Superintendent.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 10:14 PM.

ACTION ITEMS

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

Consideration and possible action on contract extension and compensation for Superintendent

Vanessa Petrea moved that the Hays CISD Board of Trustees approve the Superintendent's contract extension and compensation as presented in Closed Session. Esperanza Orosco seconded the motion. The motion passed with a vote of 7-0. The Board congratulated Dr. Wright on his contract extension. Dr. Wright expressed his gratitude to the Board for their teamwork and collaboration in helping Hays CISD be a successful district.

ADJOURN

No further business was conducted and the meeting adjourned at 10:20 PM.

Minutes of Special Meeting

July 19, 2022

Hays CISD Board of Trustees

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

A Regular Meeting of the Board of Trustees of Hays CISD was held on Tuesday, July 19, 2022 beginning at 8:00 AM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos Street, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board President, Vanessa Petrea, called the meeting to order at 8:24 AM. Board Members, Vanessa Petrea, Dr. Esmeralda Perez-Gonzalez, Courtney Runkle and Byron Severance were present. Absent from this meeting were Raul Vela, Will McManus and Esperanza Orosco.

CLOSED SESSION

The Board adjourned to Closed Session at 8:25 AM to deliberate regarding the Superintendent's recommendations regarding employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 9:07 AM.

PUBLIC FORUM

No one from the public addressed the Board during the public forum portion of the meeting.

ACTION ITEMS

Consideration and possible action, if any, resulting from closed session
Board President, Vanessa Petrea, read the motion that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ assistant principals at Simon Middle School and Johnson High School as presented in Closed Session. Courtney Runkle moved and Esmeralda Perez-Gonzalez seconded the motion. The motion passed with a vote of 4-0. Dr. Eric Wright, Superintendent, addressed the Board to name Michele Castillo as the Assistant Principal of Simon Middle School and Mary "Kathy" Avila as the Assistant Principal of Johnson High School.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

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

ADJOURN

No further business was conducted and the meeting adjourned at 9:10 AM.

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

Date: August 29, 2022

Subject: Consideration and possible approval of Procurements

Administrator Responsible/Position: Cabinet Members

Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

Authority for This Action:

☒ Local Policy - BE

☐ Law or Rule

☐ N/A

Goal or Need Addressed:

Procurement of necessary items for the district.

Summary:

☒ Previous board action relating to this item - Ongoing

☒ Future action anticipated - Monthly

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

a. Audio Visual Equipment & Technical Contracted Services – Pathway

b. Technology Equipment – CDW Government

c. Demographic Services – Population and Survey Analysts (PASA)

Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other _____

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

Administrative Recommendation:

The Administration recommends approval of the listed procurement items.

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

Suggested Motion:

I move that the Board approve the procurement items, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Procurement: Audio Visual Equipment & Technical Contracted Services – Pathway Communications

Administrator Responsible/Position: Dianne Borreson – Chief Technology Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed: The purpose of this agenda is to authorize the purchase of audio/visual equipment and technical contracted services districtwide.

D. Summary:

☒ **Previous board action relating to this item** – Board approved Pathway Communication 06/2021

☒ **Background information** – Pathway provides contracted services for maintenance/repair of the district audio visual systems and basic cabling for adds, moves and changes. They also provide surveillance cameras, projectors, TV displays and external sound systems for the district.

E. Scope of Options Reviewed:

TIPS/TAPS Cooperative Contract #210101 – Technology Solutions, Products & Services
This is a one-year contract with one (3) one-year renewal remaining through 05/31/2026

TIPS/TAPS Cooperative Contract #200904 Audio Visual Equipment, Supplies & Services
This is a one-year contract with zero (0) renewals remaining through 11/30/2023

TIPS/TAPS Cooperative Contract #200101 – Assistive Technology Goods & Services
This is a one-year contract with zero (0) renewal remaining through 03/31/2023

TIPS/TAPS Cooperative Contract #21050302 – Networking Equipment, Software & Services
This is a one-year contract with zero (0) renewal remaining through 07/31/2023

F. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ **Other:** Technology

G. Administrative Recommendation:

The administration recommends approval of the procurement of audio/visual equipment & technical contracted services districtwide from Pathway Communications

H. Fiscal Impact and Cost: Amount: \$300,000

☒ **Budget – General Operating Fund**

☒ **Bond**

☐ **Grant/Special Funds**

☐ **Other**

Prior Year Spending - \$259,263.52

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

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the procurement of audio/visual equipment & technical contracted services districtwide from Pathway Communications for \$300,000, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Procurement: Technology Equipment – CDW Government

Administrator Responsible/Position: Dianne Borreson – Chief Technology Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed: The purpose of this agenda item is to procure various technology equipment district wide from CDW Government.

D. Summary:

☒ Previous board action relating to this item – Previously approved 05/21

☐ Future action anticipated –

☒ Background information – CDW Government is utilized for the purchase of mobile devices, carts, printers, projectors, document cameras, software licenses, printers, accessories and/or other equipment district wide. This approval includes the new mobile device filtering solution, Lightspeed, which was expensed over 3 years.

E. Scope of Options Reviewed:

DIR-TSO- 3865 – Misc IT Hardware, Components & Related Services

This is a one-year contract with zero (0) options to renew through 08/01/2022

DIR-TSO-4180 – Google Branded Products & Services

This is a one-year contract with three (3) options to renew through 12/05/2023

F. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Technology

G. Administrative Recommendation:

The administration recommends approval of various technology equipment district wide from CDW Government.

H. Fiscal Impact and Cost: Total Amount: \$300,000

☒ Budget – General Operating Fund

☒ Bond

☐ Grant/Special Funds

Prior Year Spending – \$767,102.19 decrease by 194,000 because PO was expensed over 3 years

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

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Dianne Borreson – Chief Technology Officer

J. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of various technology equipment district wide from CDW Government for \$300,000, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

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

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

A. Purpose of Agenda Item:

☒ Action Needed

☐ Information Only

☐ Receive Input

B. Authority for This Action

☒ Local Policy

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

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

D. Summary:

☒ **Previous board action relating to this item** – A similar resolution have been adopted by the Hays CISD Board of Trustees for the 2021-22 school year. This resolution will be in effect for the 2022-2023 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 and Aaron McCoy as adjunct faculty members in order to supervise student activities as presented.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Marivel Sedillo, DS/CAO and Suzi Mitchell, Director of CTE

Evaluation method and time line -

Next report to the board -

I. Suggested Motion

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

ADJUNCT FACULTY REQUEST
Cover Letter Requesting Adjunct Faculty Status



July 5, 2022

Dr. Eric Wright
Hays CISD
21003 IH 35
Kyle, TX 78640

Dear Dr. Wright,

On behalf of the Hays County Extension Staff, I/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.

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

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

Sincerely,


Aaron McCoy
County Extension Agent:
Ag/Natural Resources


Kate Blankenship
County Extension Agent:
Family and Community Health

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 named individual as an adjunct member of the Hays Consolidated Independent School District.

Upon consideration and vote of _____ in favor, Aaron McCoy and Kate Blankenship is hereby named as adjunct faculty member(s) 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 16th day of August 2022 and remain in effect until the 25th day of May 2023.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Aaron McCoy	CEA-AG/NR	BS: Plant & Soil Science	Texas Tech University	2016
Kate Blankenship	CEA-FCH	BS: Health Science	Texas A&M University: Corpus Christi	2005

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Hays Consolidated Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either, the District Extension Administrator of District 10 or Michael Haynes, County Extension Director.
6. Adjunct faculty member(s) 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. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member (s) 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 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 member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such, Aaron McCoy and Kate Blankenship, County Extension Agent(s) 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 Aaron McCoy and Kate Blankenship, County Extension Agent(s), is/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 _____, 2022.

_____ Independent School District

By: _____

Hays County Extension
200 Stillwater Rd
Wimberley, TX 78676
512-393-2120



July 5, 2022

Dr. Eric Wright
Superintendent
Hays CISD
21003 IH-35
Kyle, TX 78640

Dear Dr. 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 CISD. 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,

A handwritten signature in black ink, appearing to read "Aaron McCoy".

Aaron McCoy
County Extension Agent
Agriculture & Natural Resources
Texas A&M AgriLife Extension Service
Hays County

A handwritten signature in black ink, appearing to read "Kate Blankenship".

Kate Blankenship
County Extension Agent
Family & Community Health
Texas A&M AgriLife Extension Service
Hays County

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
(Complete name of school district)

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

Hays County
(Name of County)

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 regulations 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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

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

Administrator Responsible/Position: Dr. Fernando Medina, Chief HR Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy

☐ Law or Rule

☐ N/A

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

D. Summary:

☐ Previous board action relating to this item -

☐ Future action anticipated -

☒ Background information - To maintain the common interests of Texas State University and Hays CISD in providing appropriate ongoing professional development programs for Teacher Fellows and Exchange Faculty.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other -

F. Administrative Recommendation:

☒ Advantages/benefits of this proposal – Continuing this annual agreement benefits our students and teachers.

☒ Consequences of not approving recommendation - Not having a partnership of this nature reduces our potential pool of high-quality teachers and may subsequently reduce our ability to fill vacancies by the first day of instruction.

G. Fiscal Impact and Cost: Amount: \$190,575 - Includes five (5) fellows

☒ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other _____

Prior Year Spending - \$326,286 two (2) cohorts and four (4) teacher fellows

Future/Ongoing -

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Dr. Fernando Medina, CHRO

Evaluation method and time line – Our Teacher Fellows undergo a rigorous program while teaching and are expected to present on their annual performance.

Next report to the board -

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the memorandum of understanding for the Teacher Fellows Program between Texas State University and Hays CISD in the amount of \$190,575, as presented.

**Texas State University
Teacher Fellows Program Memorandum of Understanding**

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

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

I

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

II

TxState agrees to:

1. Provide a TxState Teacher Fellows Program Director.
2. Provide administrative support to the TxState Teacher Fellows Program.
3. Together with school district, screen and select Teacher Fellows applicants to ensure that the applicants meet school district and university standards.
4. Together with school district, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet district and university standards.
5. Provide on-going professional training to the Teacher Fellows through graduate courses.
6. Meet with the Teacher Fellow, Exchange Teacher and school district principal to assist in the professional development of the Teacher Fellow.
7. Provide each Teacher Fellow a stipend of **\$19,200**, provided the Hays CISD fully funds the total amount of this stipend in accordance with the Texas Fellows Program Responsibility Agreement which is attached and incorporated herein for all purposes.
8. Provide tuition for Teacher Fellows for the year of internship plus Summer I and II sessions immediately preceding and following the teaching fellowship year.
9. Provide induction training for the Exchange Teacher.
10. Provide access to TxState Student Health Services for TxState Teacher Fellows.
11. Require that the Exchange Teacher engage in the following:
 - a. Regular visits to the Teacher Fellow's campus (no less than 1 visit per week) for the purpose of providing on-site assistance to the Teacher Fellow
 - b. Participates with Teacher Fellows at Saturday and after school seminars and graduate classes
 - c. Serves as liaison between the university and the school district.
 - d. Participates in supervision and/or induction training.

III

The Teacher Fellow agrees to:

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

IV

The Faculty Exchange Teacher agrees to:

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

V

The school district agrees to:

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

VI

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

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

VII

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

Signatures

President, Board of School Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Date

Dr. Laura Duhon

TxState Teacher Fellows Representative

6/22/22

Date

Exchange Teacher

Date

Exchange Teacher

Date

Shirley Sensley

TxState Teacher Fellow

6-22-22

Date

Celestia Hays

TxState Teacher Fellow

6-22-22

Date

Micaela Medeiros

TxState Teacher Fellow

6-22-22

Date

Kalerie Cervantes

TxState Teacher Fellow

6-22-22

Date

Ashley Aguilar

TxState Teacher Fellow

6-22-22

Date

Teacher Fellows Program Responsibility Agreement

This Agreement, dated the 22nd day of June, 2022, is between Texas State University (TxState) and **Hays CISD** (also referred to herein as either the Party or Parties).

1. Background

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

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

2. Agreement

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

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

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

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

3. Payment

3.01 **Hays CISD** will pay TxState ONE HUNDRED NINETY THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$190,575) in two installments of NINETY-FIVE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY CENTS (\$95,287.50) each. The first installment is due on or before **September 15, 2022**. The second installment is due on or before **February 15, 2023**. This payment is for five Teacher Fellows within each cohort in **Hays CISD**.

Table for Teacher Fellows Program 2022-2023
Hays CISD

# of Teacher Fellows	Total due
5	\$190,575

4. Term

4.01. This Agreement will begin on **July 31, 2022**, and end on **July 31, 2023**, unless sooner terminated as provided below.

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

5. General Provisions

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

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

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

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

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

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

6/22/2022

Signatures

President, Board of School Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

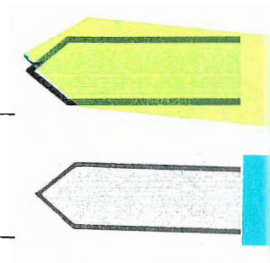
Date



TxState Teacher Fellows Representative

6/22/22

Date



HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Property, School Liability, Automobile and Workers' Compensation Insurance

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 29, 2021

☐ Future action anticipated –

☒ Background information – See table below for cost impact:

Coverage	Expiring Premium 2021-2022	Proposed Premium 2022-2023	Cost Increase
Property and Equipment Breakdown	\$ 752,251	\$ 897,063	\$ 144,812
School Liability and Privacy & Information Security	\$ 85,996	\$ 88,756	\$ 2,760
Auto Liability, Comprehensive and Collison	\$ 126,090	\$ 131,571	\$ 5,481
Workers' Compensation	\$ 516,940	\$ 532,448	\$ 15,508
TOTAL	\$ 1,481,277	\$ 1,649,838	\$ 168,561

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other:

☐ From public -

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 \$1,649,838 as presented.

G. Fiscal Impact and Cost: Total Amount: \$1,649,838

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

Prior Year Spending – \$1,481,277

Future/Ongoing –

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Randy Rau

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move that 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 \$1,649,838 as presented.

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

Date: August 29 2022

Subject: Consideration and possible approval of certified teacher appraisers and future certified administrators for the 2022-2023 school year

Administrator Responsible/Position: Dr. Fernando Medina, CHRO

- 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 –
☐ Future action anticipated -
☒ 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 appraiser to improve instruction.
- G. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action—Dr. Fernando Medina, CHRO
Evaluation method and time line – Human Resources will ensure that teachers are evaluated only by certified T-TESS appraisers using the appraisal calendar.
- H. Suggested Motion:**
I move that the Hays CISD Board of Trustees approve teacher appraisers and any future certified administrators for the 2022–2023 school year, as provided

2022-2023 Hays CISD Certified Appraiser List

Last Name	First Name	Position	Location
SEDILLO	MARIVEL	DEPUTY SUPT / CAO	C&I
GOMEZ	JESUS	DEPUTY ACAD OFFICER	C&I
NOBLE	MARY	DEPUTY ACAD OFFICER	C&I
PIERCE	DAVID	DEPUTY ACAD OFFICER	C&I
WATSON	MICHAEL	DEPUTY ACAD OFFICER	C&I
FOX	SEAN	PRINCIPAL ES	Elementary - Blanco Vista
SALINAS RODRIGUEZ	LIZETTE	ASST PRINCIPAL ES	Elementary - Blanco Vista
ZEMBIK	MEGAN	PRINCIPAL ES	Elementary - Buda
NERIO	LUCIA	ASST PRINCIPAL ES	Elementary - Buda
SOLIZ	ELVA	PRINCIPAL ES	Elementary - Camino Real
DE LA PAZ	ALBERTA	ASST PRINCIPAL ES	Elementary - Camino Real
IBARRA	ELSA	ASST PRINCIPAL ES	Elementary - Camino Real
BORDEAU	GINGER	PRINCIPAL ES	Elementary - Carpenter Hill
MAXWELL	SHAWN	ASST PRINCIPAL ES	Elementary - Carpenter Hill
FAULKS	KATHRYN	PRINCIPAL ES	Elementary - Elm Grove
MANCO	PATTY	ASST PRINCIPAL ES	Elementary - Elm Grove
HOWARD	SHEA	PRINCIPAL ES	Elementary - Fuentes
MARSHALL	EMILY	ASST PRINCIPAL ES	Elementary - Fuentes
SALAS-TRUHILL	MONICA	PRINCIPAL ES	Elementary - Hemphill
HERRING	REBECCA	ASST PRINCIPAL ES	Elementary - Hemphill
LUCITA	KAREN	PRINCIPAL ES	Elementary - Kyle
CROWTHER	MELODY	PRINCIPAL ES	Elementary - Negley
LAPE	DOMINIC	ASST PRINCIPAL ES	Elementary - Negley
LUMBRERAS	LINDSEY	ASST PRINCIPAL ES	Elementary - Negley
LARA	CITLALLY	PRINCIPAL ES	Elementary - Ralph Pfluger
SNEAD	MICHAEL	ASST PRINCIPAL ES	Elementary - Ralph Pfluger
RAMOS	IRIC	PRINCIPAL ES	Elementary - Science Hall
KLIMA	LELLAND	ASST PRINCIPAL ES	Elementary - Science Hall
MACROBERTS	DAVID	PRINCIPAL ES	Elementary - Sunfield
ADAMSON	HILARY	ASST PRINCIPAL ES	Elementary - Sunfield
DIPALMA	ALISA	PRINCIPAL ES	Elementary - Tobias
HANNA	JENNIFER	PRINCIPAL ES	Elementary - Tom Green
VASQUEZ	CLAUDIA	ASST PRINCIPAL ES	Elementary - Tom Green
MURO	AMANDA	PRINCIPAL ES	Elementary - Uhland
GONZALEZ	JAVIER	ASST PRINCIPAL ES	Elementary - Uhland
VALDEZ	ALEJANDRA	ASST PRINCIPAL ES	Elementary - Uhland
LOYD	AARON	PRINCIPAL MS	Middle School - Barton
MIZE	CODY	ASST PRINCIPAL MS	Middle School - Barton
SCHNEIDER	YVONNE	ASST PRINCIPAL MS	Middle School - Barton
TREVINO	GINGER	ASST PRINCIPAL MS	Middle School - Barton
WALLS	LISA	PRINCIPAL MS	Middle School - Chapa
MIRANDA	CHRISTINA	ASST PRINCIPAL MS	Middle School - Chapa
VELA	JULIO	ASST PRINCIPAL MS	Middle School - Chapa

Last Name	First Name	Position	Location
GINN	DEDRAH	PRINCIPAL MS	Middle School - Dahlstrom
GARCIA	JACOB	ASST PRINCIPAL MS	Middle School - Dahlstrom
KOEHLER	STACIE	ASST PRINCIPAL MS	Middle School - Dahlstrom
CRUZ	JAMES	PRINCIPAL MS	Middle School - McCormick
MEDELLIN	PEDRO	ASST PRINCIPAL MS	Middle School - McCormick
RICHASON	AMANDA	ASST PRINCIPAL MS	Middle School - McCormick
BRIONES	LAURA	PRINCIPAL MS	Middle School - Simon
REYES	ADRIAN	ASST PRINCIPAL MS	Middle School - Simon
SALINAS	RICARDO	ASST PRINCIPAL MS	Middle School - Simon
LYTLE	JOANNE	PRINCIPAL MS	Middle School - Wallace
HERNANDEZ	VICTOR	ASST PRINCIPAL MS	Middle School - Wallace
GONZALEZ	PETRA	ASST PRINCIPAL MS	Middle School - Wallace
SALAZAR	KRISTINA	PRINCIPAL HS	High School - Hays
HENSARLING	ROBERT	ACADEMIC DEAN	High School - Hays
KALLFELZ	TONYA	ASST PRINCIPAL HS LEAD	High School - Hays
JACOBSON	TIMOTHY	ASST PRINCIPAL HS	High School - Hays
MITCHELL	JOE	ASST PRINCIPAL HS	High School - Hays
RAMIREZ	RICARDO	ASST PRINCIPAL HS	High School - Hays
STIGALL	EARRICK	ASST PRINCIPAL HS	High School - Hays
ZAPATA	CYNTHIA	PRINCIPAL HS	High School - Impact
WHITIS	TIFFANY	ASST PRINCIPAL HS	High School - Impact
MIKSCH	BRETT	PRINCIPAL HS	High School - Johnson
LAZARE	JENNIFER	ACADEMIC DEAN	High School - Johnson
SOLIS	JAVIER	ASST PRINCIPAL HS LEAD	High School - Johnson
SANDOVAL	DANIELLE	ASST PRINCIPAL HS	High School - Johnson
ZUNIGA	KAREN	PRINCIPAL HS	High School - Lehman
FERRIS	PAM	ACADEMIC DEAN	High School - Lehman
SEITZ	WILLIAM	ASST PRINCIPAL HS LEAD	High School - Lehman
BEARDEN	CARISA	ASST PRINCIPAL HS	High School - Lehman
GONZALEZ	HOMERO	ASST PRINCIPAL HS	High School - Lehman
AGNEW	JAMES	PRINCIPAL HS	High School - Live Oak Academy
DECHICK	JAMES	ASST PRINCIPAL HS	High School - Live Oak Academy

Hays CISD will ensure that all campus administrators maintain their T-TESS Appraiser Certification.

Updated 8/19/22

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

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

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

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 2022-2023 school year.

D. Summary:

- ☐ Previous board action relating to this item –
☐ Future action anticipated –
☒ Background information –

Each school district in Texas is required in Chapter 28.004 of the Texas Education Code to establish and maintain a district-level School Health Advisory Council. Policy BDF [LEGAL] and the Hays CISD SHAC Bylaws require that the Board of Trustees appoint at least 5 voting members to the local membership. The Hays SHAC executive committee submits the following parent non-employees, community members, and district employees for appointment by the board based on consideration of applications received. The membership for the SY 22/23 Hays CISD SHAC consists of 15 non-employee parents, representing 15 schools; 7 district employees, representing 7 departments; and 3 community members, representing medical, faith, and youth sports and development organizations.

E. Scope of Options Reviewed: N/A

F. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other SHAC
☐ From Public

All agenda items are reviewed by the Superintendent's Cabinet.

G. Administrative Recommendation

The administration recommends the board approve the 2022-2023 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.

I. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Justin McCorkle, Marivel Sedillo
Evaluation method and timeline –
Next report to the board – June, 2022

J. Suggested Motion

I move that the Hays CISD Board of Trustees approve the 2022-2023 Hays CISD School Health Advisory Council (SHAC) appointments for membership, as presented.

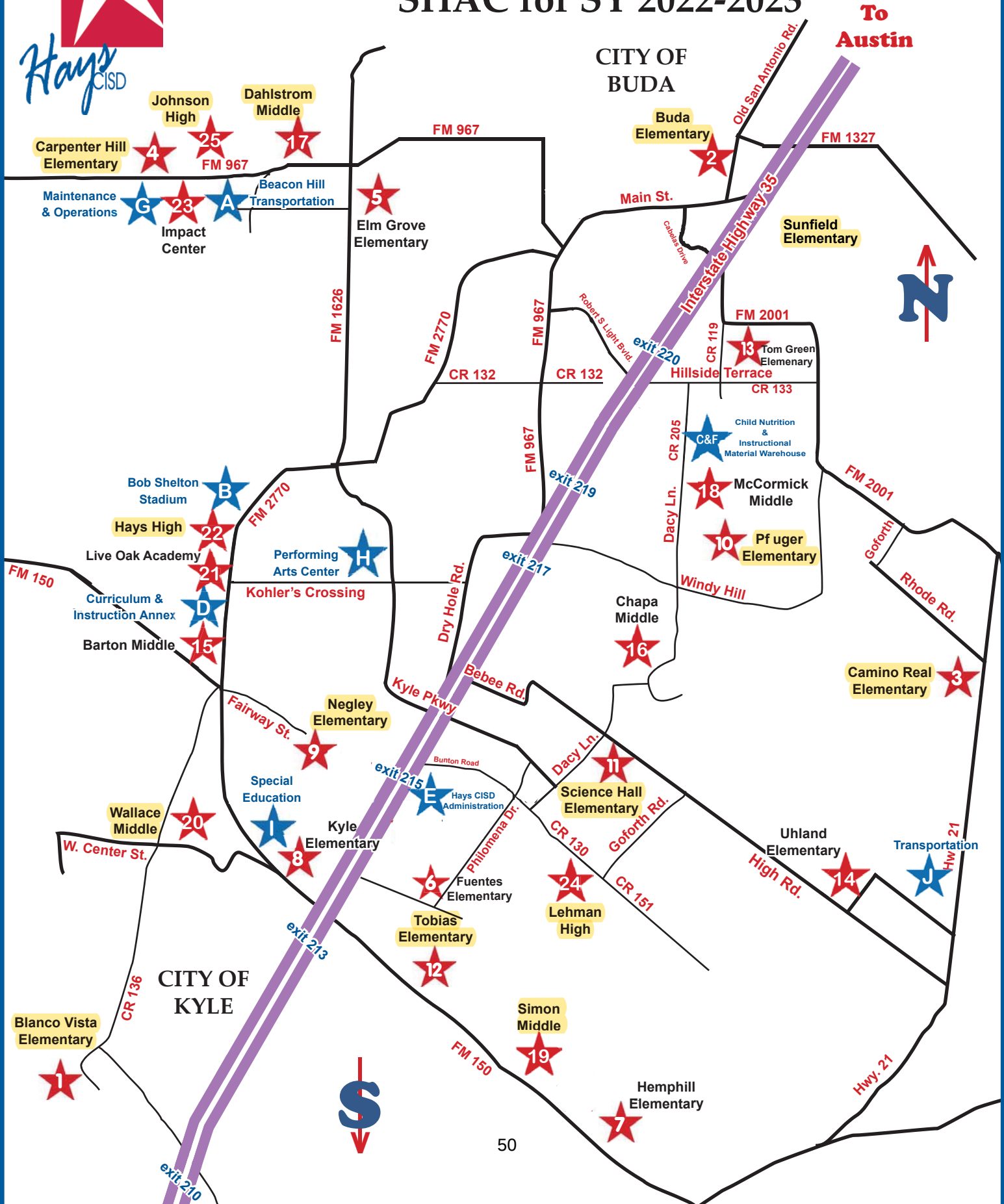


HAYS CISD SCHOOL HEALTH ADVISORY COUNCIL MEMBERSHIP ROSTER 2022-2023

Name	Term
Baker, Jen – PARENT CO-CHAIR (Hays)	2022-2024
Dean, Kelly – PARENT (Lehman)	2022-2024
Goffena, Robin – PARENT (Carpenter Hill)	2022-2024
Margiotta, Jaime – PARENT (Dahlstrom, Johnson)	2022-2024
Hernandez, Bonnie – PARENT (Wallace, Hays)	2022-2024
Deshayes, Krista – PARENT (Sunfield)	2022-2024
McCorkle, Amanda – PARENT (Buda)	2022-2024
Pizana, Belinda – PARENT (Hays)	2022-2024
Raymond, Vanessa – PARENT (Simon, Tobias)	2021-2023
Stanton, Kathy – PARENT (Blanco Vista)	2022-2024
Townsend, Courtney – PARENT (Science Hall)	2021-2023
Waller, Lacy – PARENT (Pflugger)	2022-2024
Zavala, Alex – PARENT (Negley, Hays)	2021-2023
Mercado, Felix – PARENT (Camino Real)	2021-2023
Hooton, Stephanie – PARENT (Tobias, Wallace), CIS Impact	2022-2024
Kiester, Bret - YMCA	2021-2023
Curl, Marquet – Community Pastor	2022-2024
Hartman, Nicole – Community Pediatrician	2021-2023
Ayuso, Erica – HCISD Outreach Counselor Johnson	2022-2024
Lorentzen, Whitney - HCISD PE Teacher Camino Real	2021-2023
White-Jackson, Gloria – HCISD PEP Coordinator	2022-2024
Echternach, Erin - HCISD Child Nutrition	2022-2024
Skrocki, Jeri - HCISD Safety and Security	2021-2023
Gonzalez, Maritza - HCISD Director of Guidance and Counseling	2021-2023
Director - HCISD Student Health – DISTRICT CO-CHAIR	2022-2024



Map of Parent Representation on Hays CISD SHAC for SY 2022-2023



HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Consideration and Approval of Investment Officers for the District

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 October 26, 2020

☒ 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. Scope of Options Reviewed:

NA

F. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other _____

G. Administrative Recommendation:

The administration recommends approval of the resolution as presented.

H. Fiscal Impact and Cost:

Amount: \$ _____

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other _____

I. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action— Randy Rau

J. Suggested Motion:

I move that the Board of Trustees approve the investment officers as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 22, 2022

Subject: Superintendent's recommendation to employ contractual administrative personnel

Administrator Responsible/Position: Dr. Fernando Medina, CHRO

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy DP and DC (Legal & Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed: Consideration and possible approval of the hire of the following administrator positions:

- Tobias Elementary School – Assistant Principal

D. Summary:

☐ Previous board action relating to this item

☐ Future action anticipated -

☒ Background information - In accordance with policy DC (Local), the Superintendent has sole authority to recommend the employment of contractual personnel who serve as administrators and the Board of Trustees retains final authority to approve such personnel.

E. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other -Campus-Level Interview

Committee and District-Level Committee

F. Administrative Recommendation:

Administration recommends the Board of Trustees approve the Superintendent's recommendations regarding the employment of administrative professional personnel.

☒ Consequences of not approving recommendation – Supervising and supporting campus-level operations is adversely affected without administrative leadership.

G. Fiscal Impact and Cost: Amount:

☒ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

H. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action — Dr. Fernando Medina, CHRO

Evaluation method and timeline – The contractual personnel who serve as administrators undergo an annual performance appraisal.

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ the Assistant Principal at Tobias Elementary School, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Consideration and possible approval of the interlocal agreement between Hays CISD and Hays County to provide school resource officers (SRO) to Hays CISD

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 fifteen (15) full-time deputies to provide the law enforcement services described in the agreement. The district is currently assigned twelve (12) full-time deputies for secondary campuses. This agreement includes language and information to add an additional three (3) full-time deputies for elementary campuses.

D. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other -

E. Fiscal Impact and Cost: Amount: \$1,409,226 (\$311,954 for additional three (3) SROs)

☒ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other _____

Prior Year Spending - \$1,097,272

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 County and Hays CISD to provide school three additional full-time resource officers (SRO) to Hays CISD, as presented.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY, TEXAS, AND
THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT RELATED TO
PARTIALLY FEDERALLY FUNDED SCHOOL RESOURCE OFFICERS**

This Interlocal Cooperation Agreement is made and entered into by and between the following parties: Hays County, Texas, (the "COUNTY") and the Hays Consolidated Independent School District (the "HCISD").

WHEREAS, the HCISD and the COUNTY, acting through the Hays County Sheriff's Office, have previously entered into an interlocal cooperation agreement pursuant to which Sheriff's deputies are assigned to HCISD campuses as School Resource Officers ("SRO's");

WHEREAS, the HCISD currently has twelve (12) full-time SROs assigned to various school campuses within the ISD;

WHEREAS, the HCISD and the COUNTY agree to add and assign additional SROs partially funded with federal funds under the terms and conditions stated herein;

WHEREAS, the HCISD and the COUNTY, have agreed to a cooperative approach in response to the problems with drugs, alcohol, and campus safety in which the SRO positions are an integral part;

NOW, THEREFORE, the COUNTY and the HCISD agree as follows:

I.

A. The goals of this collaborative effort include, but are not limited to, the following:

1. Provide for the safety of students and staff;
2. Provide problem resolution and enforcement of laws when necessary;
3. Reduce delinquent behavior amongst youth in and around the schools;
4. Prevent and/or reduce incidents of school violence, including gun violence;
5. Form better communication between youth and law enforcement;
6. Establish officers as integral participants in planning efforts related to the prevention, management, and follow-up efforts related to campus crime response and emergency response;
7. Establish officers as a resource and educational tool for campus / district staff on the recognition and consequences of criminal conduct;
8. Educate youth by providing relevant and informative educational programs.

B. All law enforcement officers, dispatchers, and other personnel, who provide services pursuant to this interlocal cooperation agreement are employees of the Sheriff, and the Sheriff shall maintain supervisory control and command over such employees. This Agreement shall not be construed to constitute an illegal restraint upon or delegation of the Sheriff's authority with regard to the performance of his/her duties and responsibilities under Texas law.

C. The Sheriff shall:

1. Engage in necessary law enforcement actions.
2. Provide for necessary officer supervision and training.
3. Provide, if desired, law enforcement related training to students by the officer in subjects agreed upon by HCSO and HCISD personnel.
4. Provide for replacement officers for those times when the primary officer assigned pursuant to this agreement is absent due to extended sick time, vacation time, FMLA, Workers Compensation, etc. Routine absences may not be covered due to staffing demands within the Sheriff's Office.
5. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

D. The District shall:

1. Via its School Officials, allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.
2. If some information in a student's record is needed in an emergency to protect health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
3. If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.
4. Provide adequate office space for SROs.

E. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/ or climate that places students at risk of harm. Disciplining students is a school district responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.

F. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.

G. Each SRO shall be responsible for the following day-to-day duties:

1. Reporting activities to the campus/district administrator, which shall be subject to assignments that are mutually agreed upon by the campus/district administrator and the Sheriff.
2. Notifying the campus/district administration in advance, when possible, regarding absences, which may be due to court appearances and/or training.
3. During duty hours, remaining on school campus and attending to school activities. Responses to local area 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 local calls, circumstances permitting.
4. Attending campus meetings, briefings and training as requested by the campus/ district administration.

5. Assisting with the coordination of security for major school events and extracurricular activities.
6. Assisting school officials in drills and simulations related to crises management, emergency response, and threat mediation.
7. Performing duties consistent with law enforcement including administrative reports and duties, classroom visits and presentations, traffic enforcement and direction, security monitoring and consulting, investigation of campus crimes, parking lot monitoring, etc.
8. Participating in school safe behavior programs as appropriate.
9. Maintaining confidentiality as it relates to student privacy under the Family Educational Rights and Privacy Act (FERPA).
10. Submitting an activity report for the deputies assigned to the district. These statistics shall be presented monthly to the superintendent or his/ her designee.

II.

- A. The HCISD agrees to pay Fifty-One Thousand, Nine Hundred, Ninety-Two Dollars (\$51,992.00) for all three (3) deputies, per quarter (One Hundred Fifty-Five Thousand, Nine Hundred Seventy-Seven Dollars (\$155,977.00) total for the first three (3) quarters) for services rendered by the HCSO pursuant to this Agreement, calculated in accordance with the itemization of costs of providing the required services set forth in Exhibit "A" which is attached hereto and made a part hereof. Services will be provided during the regular school year generally beginning in August and ending in May, and upon the request of the HCISD, during the summer months of June and July. Payment for services shall be on a quarterly basis, with the regular school year representing the first three (3) quarters of this Agreement, and with the summer months representing the last quarter of this Agreement.
- B. The County is a recipient of an allocation from the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) (Hays County ALN 21.027). In accordance with 31 CFR 35.6(b)(3)(i)(D) the County will utilize SLFRF monies to respond to the increased violence resulting from the public health emergency to pay for payroll and covered benefits associated with community policing strategies and enforcement efforts to reduce gun violence. SLFRF recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies, including restrictions on use of funds
- C. It is contemplated that THREE (3) additional, partially federally funded full-time deputies will be assigned to provide the law enforcement services described herein and that these deputies shall be assigned to areas as agreed upon by the Sheriff's Office and the HCISD. These deputies are funded separately and aside from the twelve (12) SROs already providing services to the HCISD.
- D. In addition, the HCISD will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in Exhibit "A".
- E. The HCISD shall pay the COUNTY at the rates set forth in Exhibit "A" for the actual time spent by any substitute deputy as if they were the standard assigned deputy.

- F. The COUNTY shall invoice the HCISD monthly for the services rendered and the HCISD shall pay the COUNTY for the services rendered within thirty (30) days of the date the invoice is received by the HCISD.
- G. The Parties acknowledge that the cost to the COUNTY of providing the services described herein may change over time. Hence, the Parties agree that the COUNTY may change the monthly compensation rates stated in this section II by giving the HCISD a written Notice of Rate Change delivered in accordance with section IV.B at least thirty (30) 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 A. If the HCISD does not desire to continue to receive services at the rates stated in the Notice of Rate Change, it may terminate this Agreement prior to the effective date of the rate change by giving the COUNTY written notice delivered in accordance with section IV.B. If the HCISD does not terminate this Agreement, the HCISD 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.

III.

- A. Initial Term. The Initial Term of this Agreement shall commence on the date of execution, and shall continue in full force and effect through July 2023, unless sooner terminated by either party in accordance with this Agreement.
- B. Renewal Terms. Subject to continued funding, which shall be subject to change by the written agreement of the Parties, this Agreement shall thereafter automatically renew for one (1) year, ending in July 2024.
- C. Termination. Either party may terminate this Agreement for any reason by giving the other party written notice at least thirty (30) days prior to the effective date of termination. Any partial quarters served under this Agreement shall be paid on a pro-rated basis.

IV.

A. This is the entire agreement between the County and the HCISD. No other agreements, statements, or promises relating to the subject matter of this agreement which are not contained herein shall be valid or binding. This agreement may not be amended, except in writing signed by both parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF HAYS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

B. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

COUNTY:
Sheriff Gary Cutler
1307 Uhland Rd.
San Marcos, TX. 78666

HAYS CONSOLIDATED ISD:
Dr. Eric Wright
21003 Interstate 35
Kyle, Texas 78640

- C. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Interlocal Agreement.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

HAYS COUNTY, TEXAS



Ruben Becerra
Hays County Judge

Date: August 16, 2022

Attest: Madison Hilly, Deputy
Elaine Cardenas
Hays County Clerk




Sheriff Gary Cutler

Date: 8/18/2022

HAYS CONSOLIDATED ISD

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Hays CISD School Resource Officers

PROPOSED:	Annualized	50% Hays Co	50% Hays CISD
Base Salary ¹	72,562	36,281	36,281
Certification Pay	900	450	450
Salary	73,462	36,731	36,731
FICA/Medicare	5,620	2,810	2,810
Retirement	10,175	5,087	5,087
Insurances	12,228	6,114	6,114
Fringe	28,022	14,011	14,011
Vehicle Maint	2,500	1,250	1,250
Total	103,985	51,992	51,992
Total for 3 Officers	311,954	155,977	155,977

Total New Minimum Contract Costs:

1st Quarter:	51,992
2nd Quarter:	51,992
3rd Quarter:	51,992
Total ISD for 3 Quarters	155,977
Hays Co Total	155,977
Annualized Cost	311,954

¹ Proposed Base Salary is calculated utilizing current MBS 6 with a 5% projected market increase and standard certifications. The rates depicted in this Exhibit may change from year to year, in accordance with the Hays County Collective Bargaining Agreement. If such rate change occurs, the County shall provide notice as referenced in Section II of this Agreement.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Proposed Defeasance and Redemption of a Portion of Outstanding Bonds

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: 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.

E. Scope of Options Reviewed:

Reasons for rejecting alternatives:

F. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____

☐ From public -

G. Administrative Recommendation:

The administration recommends approval of the defeasance resolution as presented.

H. Fiscal Impact and Cost: Amount:

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other _____

(See attached detail)

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action —

Randy Rau

J. Suggested Motion:

I move that the Board of Trustees adopt the order authorizing the redemption of Bonds, which is before the Board.

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

WHEREAS, the Board of Trustees (the “Board”) of the Hays Consolidated Independent School District (the “District”) previously adopted an order (the “Original Order”) authorizing the issuance of obligations designated as “Hays Consolidated Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2018B” (the “Obligations”); and

WHEREAS, some or all of the Obligations (the “Callable Obligations”) are subject to redemption at the option of the District on August 15, 2022 or on any date thereafter; and

WHEREAS, the Original Order provides the notice requirements to effect the redemption of the Callable Obligations; and

WHEREAS, it is in the best interest of the District to redeem and defease a portion of the Callable Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the District’s aggregate debt service requirements in the years subsequent to the redemption date;

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

Section 1.

(a) The Callable Obligations, maturing on the date(s) and in the principal amount(s) set forth in **Exhibit A** hereto (the “Redeemed Obligations”) are hereby called for redemption, and shall be redeemed, on February 15, 2023 (the “Redemption Date”); provided, however that an Authorized Representative (defined below) may select another Redemption Date occurring not later than June 30, 2023. The Board’s election to exercise the District’s right to redeem the Redeemed Obligations and direction to provide notice of redemption is irrevocable upon the District’s transfer of lawfully available funds pursuant to subsection (b) of this section.

(b) The District shall transfer on or before the Redemption Date its lawfully available funds in an amount sufficient to redeem the Redeemed Obligations (the “Defeasance Deposit”). Except as provided in Section 2 below, the Defeasance Deposit shall be made with UMB Bank, N.A., as the paying agent/registrar for the Obligations (the “Paying Agent/Registrar”), to effectuate the redemption of the Redeemed Obligations on the Redemption Date therefor.

(c) The form of the Notice of Redemption for the Redeemed Obligations, in substantially the form attached hereto as **Exhibit A**, are approved and incorporated by reference for all purposes.

Section 2. The Defeasance Deposit is expected to be made directly with the Paying Agent/Registrar pursuant to the existing Paying Agent/Registrar Agreement related to the

Obligations. If determined to be necessary by an Authorized Representative, however, the Defeasance Deposit may be made with UMB Bank, N.A., as escrow agent, or another qualified escrow agent (the “Escrow Agent”) through an escrow agreement (the “Escrow Agreement”). The Escrow Agreement (the “Escrow Agreement”), by and between the District and the Escrow Agent and relating to the Redeemed Obligations, in substantially the form attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Escrow Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Redeemed Obligations or benefit the District, is hereby authorized to be executed by the President, Vice President, or Secretary of the Board or the District’s Superintendent, Chief Operating Officer or Chief Financial Officer (each, an “Authorized Representative”), for and on behalf of the District and as the act and deed of this Board; and such Escrow Agreement as executed by said officials shall be deemed approved by the Board and constitute the Escrow Agreement herein approved.

Furthermore, each Authorized Representative, the District’s Financial Advisor, and Bond Counsel, in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Deposit described in Section 1 of this Order which, if an Escrow Agreement is necessary, shall be deposited to the credit of the special escrow fund established and maintained by the Escrow Agent for such purpose (the “Escrow Fund”), including the execution of subscription forms or agreements, if any, for the purchase of eligible securities for investment of amounts deposited to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Order, and the Escrow Agreement.

Section 3. An Authorized Representative is authorized and directed to instruct the Paying Agent/Registrar to provide notice of the redemption of the Redeemed Obligations as provided and required by the Original Order.

Section 4. An Authorized Representative is authorized to engage a recognized firm of certified or independent public accountants or other qualified finance professionals (the “Verification Agent”) to verify the sufficiency of the Defeasance Deposit to accomplish the defeasance of the Redeemed Obligations, to the extent such appointment is necessary or appropriate and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the Redeemed Obligations, the sufficiency of the Defeasance Deposit to accomplish such defeasance may be certified to the District by the District’s Financial Advisor, the Paying Agent/Registrar or another qualified entity in lieu of verification by the Verification Agent.

Section 5. The President, Vice President, and Secretary of the Board are authorized to evidence adoption of this Order and, together with the Authorized Representatives, execute and deliver such agreements, certificates, notices, letters and other instruments as any such official shall deem necessary, appropriate or convenient to effect the defeasance and redemption described herein and otherwise give effect to the intent and purpose hereof.

Section 6. The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District’s Financial Advisor and Bond Counsel, the

Escrow Agent, the Verification Agent, and the Paying Agent/Registrar , respectively, and any other party whose services have been determined by an Authorized Representative to be necessary or appropriate to accomplish the purpose and intent of this Order.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order authorizing and providing for the defeasance and redemption of certain outstanding obligations of the District, are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

Section 9. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 11. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 12. This Order shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED AND APPROVED, this _____, 2022.

HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

EXHIBIT A⁽¹⁾

NOTICE OF REDEMPTION AND DEFEASANCE

NOTICE IS HEREBY GIVEN that the Hays Consolidated Independent School District (the “District”), acting through its Board of Trustees (the “Board”), has called for redemption the following outstanding obligations:

Hays Consolidated Independent School District Variable Rate Unlimited Tax
School Building Bonds, Series 2018B, dated August 1, 2018 (the “Obligations”),
stated to mature on August 15 in the year(s) and in the amount(s) as follows:

CUSIP No. *	Stated Maturity	Outstanding Principal Amount (\$)	Amount Called for Redemption (\$)	Interest Rate (%)	Redemption Price (%)
4211105J2	08/15/2042	17,835,000	17,835,000	2.700	100

[February 15, 2023] (the “Redemption Date”) is the date fixed for redemption of the Obligations, as directed by the Board. You are hereby notified that the Obligations must be presented for redemption on or before the Redemption Date and that on such date the redemption price of the Obligations, shall become due and payable. As of the date of this notice, the District has deposited with UMB Bank, N.A., as escrow agent, cash and securities sufficient to pay the redemption price of the Obligations to the Redemption Date. From the Redemption Date, interest will cease to accrue.

NOTICE IS FURTHER GIVEN that the Obligations will be payable at and should be submitted either in person or by certified or registered mail at the corporate trust office of the Paying Agent/Registrar, at the following address:

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

THIS NOTICE is issued and given pursuant to the redemption provisions reserved to the District in the proceedings authorizing the issuance of the Obligations.

¹ In the event that the total Amount Called for Redemption requires modification to permit the defeasance of Obligations based on the final pricing of escrow fund investments acquired with the Defeasance Deposit, the foregoing Obligations identified for defeasance and redemption shall be revised at the direction of an Authorized Representative.

* The CUSIP number is included solely for the convenience of the Obligation holders. Neither the District, the Bond Counsel, nor the Paying Agent/Registrar shall be responsible for the selection or the use of the CUSIP number, nor is any representation made as to its correctness on the Obligations or as indicated in any redemption notice.

WITNESS MY OFFICIAL SIGNATURE this _____, 20__.

HAYS CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”), dated for convenience as of _____, but effective on the Escrow Funding Date described herein, is made and entered into by and between the HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district duly created, organized and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the “District”), and UMB BANK, N.A., as escrow agent (together with any successor or assign in such capacity, the “Escrow Agent”).

WHEREAS, the District has heretofore issued certain bonds (hereinafter defined as the “Obligations”) and the governing body of the District has determined that it desires to defease and redeem a portion of the Obligations in advance of their stated maturity;

WHEREAS, the governing body of the District has adopted an order (the “Defeasance Order”) authorizing the defeasance and redemption of certain of the Obligations identified herein in Exhibit C (the “Redeemed Obligations”);

WHEREAS, to provide for the payment of the Redeemed Obligations, the District has provided for the transfer to the Escrow Agent pursuant to this Escrow Agreement of lawfully available funds for such purpose (the “Escrow Deposit”); and

WHEREAS, the governing body of the District has further determined to effectuate the defeasance of the Redeemed Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the Escrow Deposit so as to provide firm banking and financial arrangements for the discharge and final payment of the Redeemed Obligations pursuant to Sections 1207.033 and 1207.062, Texas Government Code;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Redeemed Obligations, the District and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

“Board” shall mean the District’s Board of Trustees.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

“Redeemed Obligations” shall mean the outstanding bonds of the District as shown on Exhibit C hereto.

“Defeasance Order” shall mean the District’s order adopted by the Board authorizing the defeasance and redemption of the Redeemed Obligations.

“Defeasance Securities” means (a) Government Obligations, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“District” shall mean the Hays Consolidated Independent School District, and any successor to its duties and functions.

“Escrow Agent” shall mean UMB Bank, N.A., in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

“Escrow Agreement” shall mean this escrow agreement.

“Escrow Deposit” shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

“Escrow Fund” shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Escrow Funding Date” shall mean the date on which the District deposits with the Escrow Agent the Escrow Deposit described in Section 2.1.

“Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities.

“Government Obligations” means direct obligations of, or obligations the principal or interest on which are unconditionally guaranteed by, the United States.

“Limited Yield Securities” shall mean the non-callable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Escrow Deposit, as more fully described in [the Report/Exhibit B] attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

“Obligations” shall mean the Hays Consolidated Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2018B.

“Open Market Securities” shall mean Defeasance Securities to be purchased in the open market with cash and the proceeds of the Escrow Deposit, as more fully described in [the Report/Exhibit B] attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

“Original Order” shall mean the District’s order authorizing the issuance, sale and delivery of the Obligations.

“Paying Agent for the Redeemed Obligations” shall mean UMB Bank, N.A.

[“Report” shall mean the verification report prepared by the Verification Agent relating to the defeasance of the Redeemed Obligations, a copy of which is attached hereto as Exhibit B, and any subsequent verification report required by Section 4.3.]

[“Sufficiency Certificate” shall mean the certificate of the District’s financial advisor and/or Paying Agent for the Redeemed Obligations, which verifies the sufficiency of the deposit made for the defeasance of the Redeemed Obligations.]

[“Verification Agent” shall mean the recognized firm of certified public accountants or other qualified finance professionals appointed pursuant to the Defeasance Order.]

Section 1.2 Interpretations.

- (a) The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Redeemed Obligations in accordance with applicable law.
- (b) Capitalized terms used herein and not otherwise defined shall have the meaning assigned in the Defeasance Order.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1 Deposits to Escrow Fund.

On the Escrow Funding Date, the District shall deposit, or cause to be deposited, with the Escrow Agent, for deposit into the Escrow Fund, the Escrow Deposit, consisting of the following:

- (a) As the beginning cash balance for the Escrow Fund as shown in Exhibit B.
- (b) [The initial Limited Yield Securities as shown in Exhibit B.]

- (c) [The initial Limited Yield Securities as shown in Exhibit B.]

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.1 Escrow Fund.

On the Escrow Funding Date the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as the “Hays Consolidated Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2018B Escrow Fund - 2023” (the “Escrow Fund”). On the Escrow Funding Date, the Escrow Deposit described in Section 2.1 will be deposited to the credit of the Escrow Fund. The Escrow Deposit and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. All Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Redeemed Obligations, which payment shall be made by timely transfers to the Paying Agent for the Redeemed Obligations of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Redeemed Obligations for the payment of such principal of, redemption premium, if any, and interest on the Redeemed Obligations, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2 Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Obligations.

- (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Redeemed Obligations from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Redeemed Obligations in the amounts and at the times shown in Exhibit B.
- (b) Except for amounts transferred to the Paying Agent for the Redeemed Obligations pursuant to Section 3.2(a) and to the District pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3 Sufficiency of Escrow Fund.

The District represents (based upon Exhibit B) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Redeemed Obligations at the times and in the amounts required to pay the interest on the Redeemed Obligations as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Redeemed Obligations as the Redeemed Obligations mature or are called for redemption, all as more fully set forth in [the

Report/Exhibit B]. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Redeemed Obligations to make the payments set forth in Section 3.2, the District shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the District as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the District's failure to make additional deposits thereto.

Section 3.4 Trust Fund.

The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Redeemed Obligations; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Redeemed Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Redeemed Obligations. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District or, except to the extent expressly herein provided, by the Paying Agent for the Redeemed Obligations.

Section 3.5 Security for Cash Balances.

Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on the Redeemed Obligations have been presented for payment and paid to the owner thereof.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.1 General.

Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2 Reinvestment of Proceeds of Escrowed Securities.

The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities and which are not immediately needed to pay the Redeemed Obligations in Government Obligations, in the amounts, and maturing and bearing interest, all as set out in the Report. The District hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Redeemed Obligations shall be promptly transferred to the District.

Section 4.3 Substitution of Securities.

- (a) Concurrently with the delivery of the Defeasance Deposit, the District may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in [the Report/Exhibit B], but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:
 - (i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in [the Report/Exhibit B] for which such obligation is substituted, and
 - (ii) mature on or before the maturity date of the obligation listed in [the Report/Exhibit B] for which such obligation is substituted.

The District may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the delivery of the Escrow Deposit for such Open Market Securities.

- (b) At the written request of the District, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Redeemed Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.
- (c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such

transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Redeemed Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that (a) such transaction will not cause any of the Redeemed Obligations to be an “arbitrage bond” within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Redeemed Obligations.

Section 4.4 Arbitrage.

The District hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Obligation to be an “arbitrage bond” within the meaning of the Code.

ARTICLE V

RECORDS AND REPORTS

Section 5.1 Records.

The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Redeemed Obligations.

Section 5.2 Reports.

For the period beginning on the Escrow Funding Date and ending on August 31, 2023, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for

the Redeemed Obligations or otherwise, together with a detailed statement of all escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI

CONCERNING THE ESCROW AGENT

Section 6.1 Representations of Escrow Agent.

UMB Bank, N.A. hereby represents that it is (a) either (i) a Paying Agent for the Redeemed Obligations or (ii) a trust company or commercial bank that does not act as a depository for the District and (b) that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2 Limitation on Liability.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Redeemed Obligations for the payments of the principal of, redemption premium, if any, and interest on the Redeemed Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the District promptly of any such occurrence upon the Escrow Agent having actual knowledge of such occurrence.

The recitals herein and in the Defeasance Order shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Defeasance Order or the Original Order and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to risk, use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except

that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, the District, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; nor shall the Escrow Agent be answerable, except for its own neglect or fault, for any loss unless the same shall have been through its negligence or want of good faith.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct.

Section 6.3 Compensation.

On the Escrow Funding Date, the District will pay UMB Bank, N.A. for performing its services as Escrow Agent hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the fees set out in Exhibit A. If the Escrow Agent is requested to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses. The foregoing sentence shall survive the termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent

Section 6.4 Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within 60 days of such vacancy or Escrow Agent's giving notice of resignation, a successor may be appointed by the holders of a majority in aggregate principal amount of the Redeemed Obligations then outstanding by an instrument or instruments in writing

filed with the District, signed by such holders or by their duly authorized attorneys or the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor Escrow Agent. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Redeemed Obligation then outstanding may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the District specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Redeemed Obligations or by the District as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the District and signed by the holders of a majority in aggregate principal amount of the Redeemed Obligations then outstanding.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices.

Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

To the District:

Hays Consolidated Independent School District
21003 Interstate 35 Frontage Road
Kyle, TX 78640-4745
Attention: Superintendent

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days' prior written notice thereof.

Section 7.2 Termination of Responsibilities.

Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Redeemed Obligations or to any other person or persons in connection with this Escrow Agreement.

Section 7.3 Binding Agreement; Amendment.

This Escrow Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Redeemed Obligations, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Redeemed Obligations then outstanding.

Section 7.4 Severability.

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

Section 7.5 Governing Law.

This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.7 Time of Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.8 Legislative Contracting Requirements.

The District and the Escrow Agent hereby certify that this Agreement does not have a value of \$100,000 or more and is therefore exempt from (1) Section 2271.002(b), Texas Government Code, as amended, pursuant to Section 2271.002(a)(2), Texas Government Code, as amended, (2) Section 2274.002(b) (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, pursuant to Section 2274.002(a)(2), Texas Government Code, as amended (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), and (3) Section 2274.002(b) (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, pursuant to Section 2274.002(a)(2), Texas Government Code, as amended (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session). The Escrow Agent agrees that its compensation hereunder will not exceed \$100,000.

Pursuant to Section 2252.152, Texas Government Code, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Unless the Escrow Agent has delivered a Form 1295 as required by Chapter 2252, Texas Government Code and the rules of the Texas Ethics Commission prior to or at the time of execution hereof, the Escrow Agent hereby warrants and represents to the District that it is a publicly traded business entity or a wholly owned subsidiary of such a business entity.

[Execution Pages Follow]

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT

By: _____
President, Board of Trustees

Address: 21003 Interstate 35 Frontage Road
Kyle, TX 78640-4745

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

Address: 6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

EXHIBIT A TO ESCROW AGREEMENT

Fee Schedule

EXHIBIT B TO ESCROW AGREEMENT

[Report / Sufficiency Certificate]

EXHIBIT C TO ESCROW AGREEMENT

Redeemed Obligations

**Hays Consolidated Independent School District
Variable Rate Unlimited Tax School Building Bonds, Series 2018B**

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>	<u>Redemption Price (%)</u>
4211105J2	08/15/2042	17,835,000	17,835,000	2.700	100

* The CUSIP number is included solely for the convenience of the Obligation holders. Neither the District, the Bond Counsel, nor the Paying Agent/Registrar shall be responsible for the selection or the use of the CUSIP number, nor is any representation made as to its correctness on the Obligations or as indicated in any redemption notice.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: 2022-23 Certified Property Values

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:

D. Summary:

☒ Previous board action relating to this item – August 30, 2021 information presented to the board.

☐ Future action anticipated -

☒ Background information – The 2022-2023 budget has been approved by the Board of Trustees based on April 2022 Certified Estimates. Certified Values were received on July 25, 2022 (see attached summary). Net taxable values for 2022 tax year (2022-23 fiscal year) from the Hays, Caldwell and Travis appraisal districts have increased \$4,121,668,731 or 35.21 percent compared to the tax year 2021 (2021-22 fiscal year).

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 Board accept the certified values as presented in the attached summary.

Hays Consolidated Independent School District
Summary of Certified Values
for the Tax Year 2022 and Budget Year Ending June 30, 2023

<u>Tax Year</u>	<u>Appraisal District</u>	<u>"Certified" ARB Net Taxable Value</u>	<u>Under ARB Review (80% and Appraiser's Opinion)</u>	<u>Total Certified Values</u>
2022	Hays	\$ 15,061,602,132	\$ 596,904,853	\$ 15,658,506,985
2022	Caldwell	\$ 80,537,341	\$ 1,812,067	\$ 82,349,408
2022	Travis	\$ 77,429,821	\$ 9,122,996	\$ 86,552,817
Total		\$ 15,219,569,294	\$ 607,839,916	\$ 15,827,409,210
2021	Hays	\$ 11,237,704,077	\$ 384,888,775	\$ 11,622,592,852
2021	Caldwell	\$ 58,091,375	\$ 1,634,321	\$ 59,725,696
2021	Travis	\$ 20,980,134	\$ 2,441,797	\$ 23,421,931
Total		\$ 11,316,775,586	\$ 388,964,893	\$ 11,705,740,479
Difference				<u>\$ 4,121,668,731</u>
% Increase/(decrease)				<u>35.21%</u>

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: 2022-23 Tax Rate Adoption

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:

D. Summary:

☒ Previous board action relating to this item – August 30, 2021.

☒ 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 2023 proposed budget and tax rate was held on June 27, 2022 in accordance with law. The 2022-2023 budget as adopted requires a tax rate of \$1.3423 (\$.8546 – M&O and \$.4877 I&S). The proposed tax rate is \$.0174 less than the rate adopted in fiscal year 2021-2022 and represents a total decrease of \$.1954 over the past four 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:

☒ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other _____

H. Suggested Motion:

I move that the Board approve the tax rate as presented in the attached resolution.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
RESOLUTION OF THE BOARD TO SET THE TAX RATE
FOR FISCAL YEAR 2022-2023

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 2022 at a total tax rate of \$1.3423, to be assessed and collected by the Hays County Tax Assessor Collector as follows:

Maintenance & Operations Rate of \$0.8546

Interest & Sinking Rate of \$0.4877

Combined Total Tax Rate of \$1.3423

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 22.3785 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$156.27 ANNUALLY.

Adopted this 29th day of August, 2022 by the Hays CISD Board of Trustees.

ATTEST:

By: _____
Vanessa Petrea, President

By: _____
Esperanza Orosco, Secretary

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 22, 2022

Subject: The Kempton Group Termination Services Proposal

Administrator Responsible/Position: Dr. Fernando Medina, Chief Human Resources Officer

A. Purpose of Agenda Item:

☒ Action Needed ☐ Information Only ☐ Receive Input

B. Authority for This Action: CRD (Legal)

☐ Local Policy ☒ Law or Rule ☐ NA

C. Goal or Need Addressed:

Employee claims will need to be paid once existing contract is terminated.

D. Summary:

☐ Previous board action relating to this item –

☐ Future action anticipated –

☒ Background information – In 2021-2022, the district contracted with The Kempton Group to provide healthcare services to our employees. This healthcare program was known as the Hays Advantage Plan (i.e. HAP). However, in December 2021 Hays CISD decided not to continue with the Hays Advantage Plan and would like to continue to contract with The Kempton Group to manage and process our medical claims, after August 31, 2022 when our existing contract will expire.

The schedule of fees is included within the contract. At this time, the exact number of existing and projected medical claims as well as the associated costs remain unknown.

E. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____
☐ From Public

All agenda items are reviewed by the Superintendent's Cabinet.

G. Administrative Recommendation

H. Fiscal Impact and Cost: Amount: Approximately \$247,854

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

I. Monitoring and Reporting Timeline:

Claims will be monitored for payment through the fall semester.

J. Suggested Motion

I move that the Hays CISD Board of Trustees approve The Kempton Group Termination Services Proposal for the current 2022-2023 school year, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Consideration of possible adoption of the 2022-2023 Student Code of Conduct

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Jesus Gomez Deputy Academic Officer Area 3
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 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, Walsh Gallegos, the school district law firm, reviews the current changes in law and advises our district on recommended updates and revisions. In addition, the Texas Association of School Boards (TASB) makes recommendations via the 2022-2023 Model Student Handbook.

Edits and changes made to the existing Student Code of Conduct are attached in addition to the draft of the entire 2022-2023 document presented for adoption.

Everything else is the SCOC remained the same.

E. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org.

☐ Reps.

☒ Other: Walsh Gallegos, Attorneys at Law

F. Administrative Recommendation:

The administration recommends the Board adopt the 2022-2023 Student Code of Conduct, as presented.

G. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action—Jesus Gomez/Dr. Brian Dawson

H. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the 2022-2023 Student Code of Conduct, as presented.

Hays Consolidated Independent School District Student Code of Conduct

2022–23 School Year

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

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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”), 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 Student 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 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 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 Student 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 and the Student Handbook, the Code 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 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 Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. 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 campus behavior coordinator. Contact information may be found at and at <https://www.hayscisd.net/contacts>

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code.

Searches

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.

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.

Reporting Crimes

The principal or campus behavior coordinator 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

To ensure sufficient security and protection of students, staff, and property, the board employs Texas Peace Officers through the Hays County Sheriff's Office as School Resource Officers (SROs). In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE (LOCAL). The law enforcement duties of school resource officers are: determined by inter-local agreement/MOU approved by the Board.

"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.

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or

2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 22 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

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 SCC 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 SCC.

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 16, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, 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 15.

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 25.)
- 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 or 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 SCC or bullying, or (2) participating in an investigation of a violation of the SCC 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 25.)
- 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 25.)
- 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 pocketknife 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;
- 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 25. 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 17 and **Expulsion** on page 28 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 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:

General Conduct Violations

- 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 judgement 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 the confederate 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. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Additional Rules

Students may be subject to campus, classroom, transportation, extracurricular, and/or organization rules in addition to those found in the SCC. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in misconduct that is not specifically addressed in the SCC, the student may still be disciplined if the misconduct disrupts or interferes with the educational process, learning environment, or school safety.

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 Student 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 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 Student 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 17.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 28.
- 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.
- Directed release of noxious, toxic, or unpleasant spray, mist, 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 campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator, 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 campus behavior coordinator'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 campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator 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 campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

In addition to compliance with the SCC, 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 campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator 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 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 campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- 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 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.

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 campus behavior coordinator 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 campus behavior coordinator 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 campus behavior coordinator 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.

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 a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. 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.

In School Suspension (ISS)

Reasons for ISS

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

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.

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 campus behavior coordinator shall take into consideration:

7. Self-defense (see **glossary**),
8. Intent or lack of intent at the time the student engaged in the conduct,
9. The student's disciplinary history,
10. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
11. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
12. A student's status as homeless.

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 SCC
- Engaging in persistent (see glossary) misbehavior that violates this SCC

Misconduct Identified in State Law

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

Disciplinary Alternative Education Program (DAEP) Placement

- 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 campus behavior coordinator **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 marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. 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. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
 - 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, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 28.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.

Disciplinary Alternative Education Program (DAEP) Placement

- 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:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. 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.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Disciplinary Alternative Education Program (DAEP) Placement

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator 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 campus behavior coordinator shall write a placement order. A copy of the DAEP placement order 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, the placement order shall give notice of the inconsistency.

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 campus behavior coordinator 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.

Disciplinary Alternative Education Program (DAEP) Placement

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 campus behavior coordinator 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 campus behavior coordinator 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 SCC during transport.

Other DAEP Issues

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.

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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 SCC 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

Disciplinary Alternative Education Program (DAEP) Placement

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 parent 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 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 campus behavior coordinator 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 may 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 campus behavior coordinator 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.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

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. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the 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 student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed 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 shall 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.

Newly Enrolled Students

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.

Appeal

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 question 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 DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

Placement and/or Expulsion for Certain Offenses

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- 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;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- 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
- 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.

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.

Placement Review

A student placed in a DAEP or JJAEP under this section 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.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator 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 17.)

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:

- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

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 drug- or alcohol-related offense.
- 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, 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 marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- 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.

Process

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

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

- Another appropriate classroom.
- In-school suspension.
- 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.

Review of Expulsion

A student and/or a parent/guardian may appeal the expulsion decision by filing an appeal notice with the Superintendent within ten days of receiving the written expulsion decision. The appeal notice must be filed in writing on a form provided by the District. The Superintendent's designee shall hold a conference within ten days after the appeal notice is filed. The Level Two conference shall be limited to the issues presented by the parties at the expulsion hearing and identified in the Level Two appeal notice. The Superintendent's designee may set reasonable time limits for the conference.

New documents or information may only be submitted at the Level Two conference at the discretion of the Superintendent's designee. The Superintendent's designee may conduct an independent inquiry into the issues at his or her discretion. Any additional information considered by the Superintendent's designee as part of an independent inquiry shall be incorporated into the record of the Level Two conference. The Superintendent's designee shall provide the student and the parent/guardian a written response that sets forth the basis for the decision within ten days following the Level Two conference.

If the student and the parent/guardian did not receive the relief requested at Level Two or if the time for issuing a Level Two response has expired, the student and/or the parent/guardian may appeal the decision to the Board. The appeal notice must be filed with the Superintendent in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline. The Superintendent or designee shall inform the student and parent/guardian of the date, time, place, and format of the Board meeting at which the appeal shall be on the agenda for Board consideration.

New information or evidence may not be presented at Level Three. In extenuating circumstances and subject to the Board's discretion, a new expulsion hearing may be conducted at Level Three to remedy any procedural issues from the levels below. The Board may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the appeal by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two (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 campus behavior coordinator 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.

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:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) 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 drug is 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 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. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
 - e. 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.

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, including 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.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Consideration and possible approval of existing Social Contract for the Hays CISD Board of Trustees for the 2021-2022 school year

Administrator Responsible/Position: Dr. Eric Wright, Superintendent
Vanessa Petrea, Board President

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Approval of existing Social Contract for the Hays CISD Board of Trustees

D. Summary:

☒ Previous board action relating to this item – The Social Contract for the Hays CISD Board of Trustees was adopted by the Board on August 30, 2021.

☒ Future action anticipated – Annual review and possible revisions, if necessary.

☒ Background information – The existing Social Contract for the Hays CISD Board of Trustees was reviewed at the Board Training held on August 15, 2022.

E. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Board

F. Administrative Recommendation:

N/A – this is a Board Matter.

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

☐ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other _____

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the existing Social Contract for the Hays CISD Board of Trustees for the 2022-2023 school year, as presented.

Social Contract

- Serve as District Ambassadors
- Assume Positive and Noble Intentions
- ~~Be Professional~~
- Collaborate as a Team and Respect the Body Corporate
- Promote Discussion and Respect Each Other's Perspectives
- Be Professional
- ~~Assume Positive and Noble Intentions~~

Social Contract (2022-23)

- Serve as District Ambassadors
- Assume Positive and Noble Intentions
- Be Professional
- Collaborate as a Team and Respect the Body Corporate
- Promote Discussion and Respect Each Other's Perspectives
- Be Professional
- Assume Positive and Noble Intentions

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Review and possible adoption of the Hays CISD Vision Statement

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

☐ NA

C. Goal or Need Addressed:

Adoption of revised Hays CISD Vision Statement

D. Summary:

☒ **Previous board action relating to this item** – The Board previously adopted the current Vision Statement in September 2021

☐ **Future action anticipated** –

☒ **Background information** – The Board held training on August 15, 2022. One part of this training was the review of the current Vision Statement. After discussion, the Board Members came to consensus that a slight revision should be made to that document.

E. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other - Board Members

F. Administrative Recommendation

The administration recommends the board adopt the revised Vision Statement, as presented.

H. Suggested Motion

I move that the Hays CISD Board of Trustees adopt the revised Vision Statement, as presented.

Vision Statement *(Adopted 9/27/2021)*

All Hays CISD learners will be:

- highly sought ~~academically prepared~~ for college, career, or military, ~~or career~~
- prepared for life and responsible citizenship
- effective communicators and collaborators
- ~~globally competent and competitive~~ resourceful and creative problem solvers
- ~~prepared for life and citizenship~~

Vision Statement (2022-23)

All Hays CISD learners will be:

- highly sought for college, career, or military
- prepared for life and responsible citizenship
- effective communicators and collaborators
- resourceful and creative problem solvers

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Review and possible adoption of the Hays CISD Mission Statement

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

☐ NA

C. Goal or Need Addressed:

Adoption of revised Hays CISD Mission Statement

D. Summary:

☒ **Previous board action relating to this item** – The Board previously adopted the current Mission Statement in September 2021.

☐ **Future action anticipated** –

☒ **Background information** – The Board held training on August 15, 2022. One part of this training was the review of the current Mission Statement. After discussion, the Board Members came to consensus that a slight revision should be made to that document.

E. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other - Board Members

F. Administrative Recommendation

The administration recommends the board adopt the revised Vision Statement, as presented.

H. Suggested Motion

I move that the Hays CISD Board of Trustees adopt the revised Mission Statement, as presented.

Mission Statement

The mission of Hays CISD is to educate, value, and nurture students ~~to become extraordinary citizens~~ through unique innovative and, personalized educational experiences ~~through an innovative community of learners~~ while celebrating our diversity ~~and legacy~~.

Mission Statement (2022-23)

The mission of Hays CISD is to educate, value, and nurture students through innovative and personalized educational experiences while celebrating our diversity.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Review and possible adoption of the Hays CISD Beliefs

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

☐ NA

C. Goal or Need Addressed:

Adoption of revised Hays CISD Beliefs

D. Summary:

☒ **Previous board action relating to this item** – The Board previously adopted the current Beliefs on in September 2021

☐ **Future action anticipated** –

☒ **Background information** – The Board held training on August 15, 2022. One part of this training was the review of the current beliefs. After discussion, the Board Members came to consensus that a slight revision should be made to that document.

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 Beliefs, as presented.

Beliefs

We believe:

- Decision making is student-focused
- All students have the capacity to learn and be successful
- A safe and secure environment is essential
- Success is a shared investment that includes learners, educators, families, parents and the community
- ~~In treating our educators and staff with dignity and respect~~
- In being an unrivaled employee-friendly organization
- The allocation of resources will support high quality learning
- ~~An educated populace is essential to democracy~~
- High expectations for all lead to high achievement
- Open communication, transparency, and accountability build trust
- ~~Inspired learning is the foundation of lifelong S~~success is dependent upon a commitment to lifelong learning
- Diverse and differentiated ~~varied~~ opportunities further learning
- Student success includes a well-rounded education that goes beyond standardized testing

Beliefs (2022-23)

We believe:

- Decision making is student-focused
- All students have the capacity to learn and be successful
- A safe and secure environment is essential
- Success is a shared investment that includes learners, educators, families, and the community
- In being an unrivaled employee-friendly organization
- The allocation of resources will support high quality learning
- High expectations for all lead to high achievement
- Open communication, transparency, and accountability build trust
- Success is dependent upon a commitment to lifelong learning
- Diverse and differentiated opportunities further learning
- Student success includes a well-rounded education that goes beyond standardized testing

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Consideration and possible adoption of Board Operating Procedures

Administrator Responsible/Position: Vanessa Petrea, Board President
Esperanza Orosco, Board Secretary
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
Board Operating Procedures
- C. Goal or Need Addressed:
The Board has reviewed the Board Operating Procedures and has made revisions to the document.
- D. Summary:
☒ Previous board action relating to this item – The Board adopted Board Operating Procedures on August 30, 2021.
☒ Future action anticipated – Annual review of the Board Operating Procedures and revisions made if necessary
☒ Background information –
- E. Comments Received:
☐ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☒ Other – Board
- F. Administrative Recommendation:
N/A – this is a Board Matter.
- 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 Board Operating Procedures, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Travis County Fire and Rescue Station # 1109

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 – The Board approved the concept for this partnership in February 2018

☒ Background information –

In January 2018, the Board approved an interlocal agreement with Hays/Caldwell ESD #1 that contained the framework for Hays CISD to lease land in order to construct a future fire station in Uhland.

The agreement extends through 2117, however, it stipulates the fire station must be constructed within five years from execution of the agreement, per Section 3, Subsection f. The project is moving forward, and the ESD is requesting more time to complete the project. Staff recommends extending the time period for another five years.

Hays /Caldwell ESD #1 has hired Travis County Fire and Rescue to build, staff, and operate the fire station.

The proposed 1.23-acre site is located between the Uhland Transportation Facility and the Data Center as shown on the attached sketch.

Staff met with Travis County Fire and Rescue and City of Uhland staff several times over the summer to coordinate this effort.

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other: Campus Staff

F. Administrative Recommendation:

Grant additional time to construct the fire station.

G. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver

H. Suggested Motion:

I move the Hays CISD Board of Trustees amend the interlocal agreement with Hays/Caldwell ESD #1 to provide additional time for the construction of a fire station and to identify the fire station tract, and authorize the Board President and Superintendent to execute necessary documents to complete the transaction, as presented.

FIELD NOTE DESCRIPTION FOR A 1.23 ACRE TRACT OF LAND, SITUATED IN HAYS COUNTY, TEXAS:

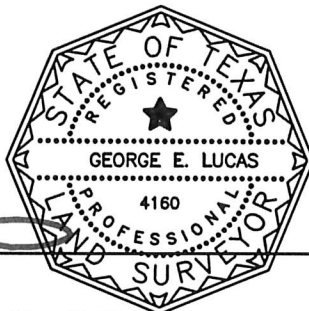
BEING A 1.23 ACRE TRACT OF LAND, PART OF A 44.83 ACRE TRACT, OUT OF THE THOMAS R. WESTBROOK SURVEY, ABSTRACT NO. 468, CONVEYED BY SPECIAL WARRANTY DEED TO HAYS COUNTY INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 80012179 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. AND BEING MORE PARTICULARLY 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:

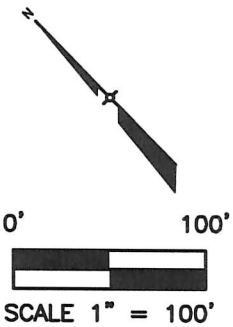
1. North 50°00'34" West, along the southwest line of this tract, a distance of 173.90 feet, to a calculated point, for the southeast corner of this tract;
2. North 40°10'47" East, along the northwest line of this tract, a distance of 35.17 feet, to a calculated point, for an angle corner of this tract;
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.



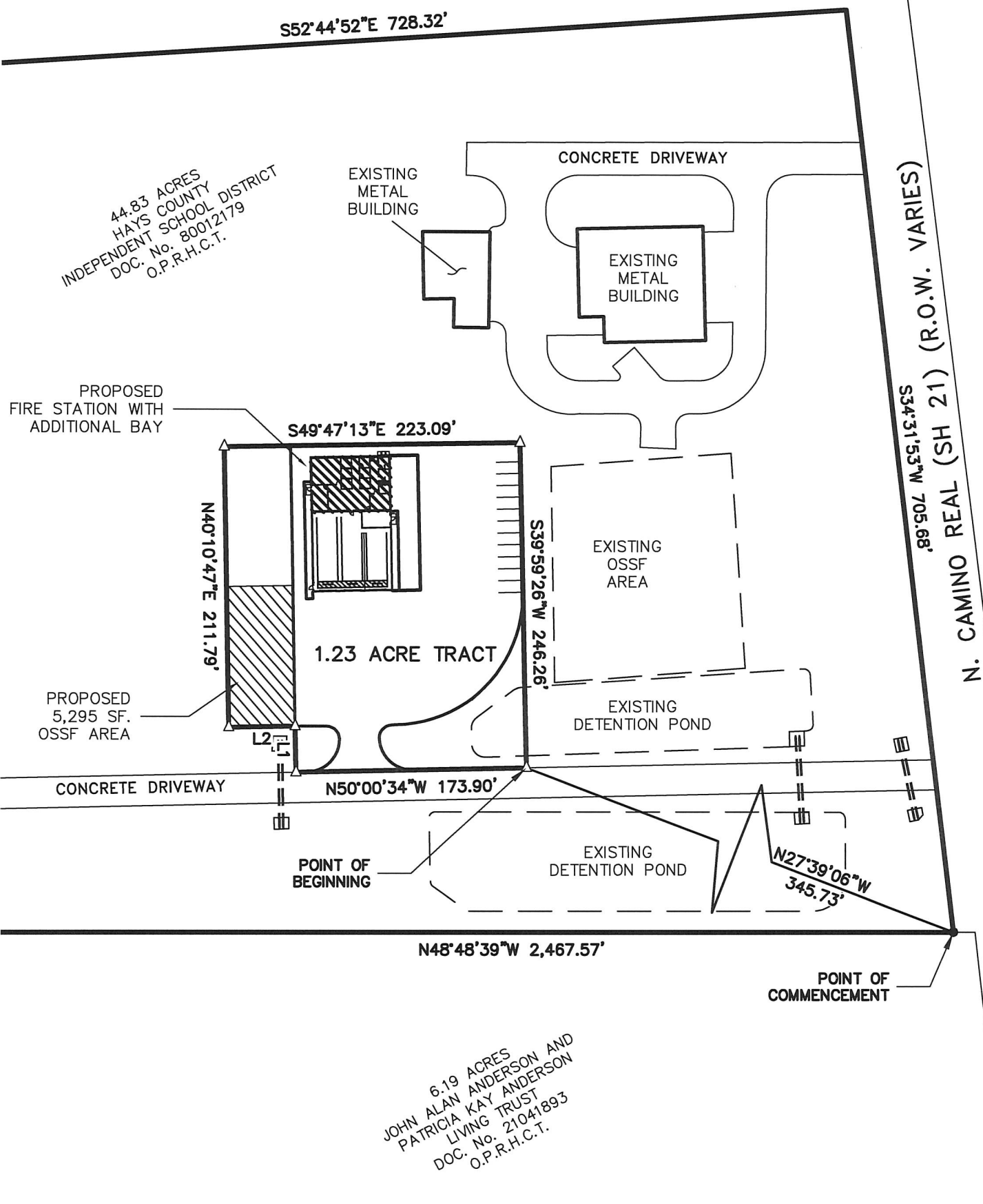
George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
18018 Overlook Loop, Suite 105
San Antonio, Texas 78259
Date: July 28, 2022

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 BARBWIRE 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



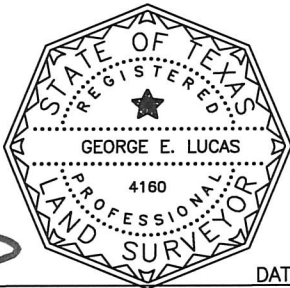
LEGAL DESCRIPTION

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

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 29, 2022

Subject: Demographic Services

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Develop accurate and reliable student projections

D. Summary:

☐ Previous board action relating to this item

☐ Future action anticipated -

☒ Background information -

The Purchasing Department solicited proposals for Demographic Services and received one response from Population and Survey Analysts (PASA), who previously worked with Hays CISD in the early 2000's.

PASA services include geocoding all students, projecting student population, providing grade-level projects, and providing a long-range plan and site selection. In completing their work, they commit to spending an extensive amount of time in the District gathering information in person.

Templeton Demographics, the District's current demographer, has undergone staff changes and chose to not submit a proposal this time.

E. Scope of Options Reviewed:

RFP: 25-032205AS

This is a one-year contract with options for four additional one-year renewals

F. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☐ Other: Campus Staff

G. Administrative Recommendation:

Consideration and approval of demographic services.

H. Fiscal Impact and Cost: Amount: Estimated at \$90,000

☒ Budget

☐ Bond

☐ Grant/Special Funds

☐ Other

The base cost of the service is \$80,000.

Additional services are available per the proposal.

Prior Year Spending – \$45,000

The difference in price between our current demographer and the proposed demographer relates to the approach to gathering relevant information. In addition to mathematical and statistical modeling, PASA will make personal contact with each land owner of 5 acres or more.

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver

J. Suggested Motion:

I move the Hays CISD Board of Trustees approve Population and Survey Analysts (PASA) to provide Demographic Services not to exceed \$90,000, as presented.

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

Date: August 29, 2022

Subject: Charge the FBOC with Developing a Future Bond Recommendation

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:

Fund new facilities and capital improvements through school bonds

D. Summary:

☒ **Future action anticipated:** If the Board chooses to call for a future Bond, standard actions and deadlines will be necessary.

☒ **Background information:**

Policy CCA (Local) and the committee charter require the Board formally charge the FBOC with studying potential future bond initiatives so that, as a matter of transparency, the community is aware such initiatives are being discussed and considered.

The FBOC, which consists of a mix of citizens appointed by the Board and non-voting individuals invited by administration, shall upon the charge of the Board, develop bond election recommendations to present to the Board regarding potential future bond elections.

The FBOC shall study information and needs identified by district administration and seek clarification on any questions members may have prior to developing recommendations. The administration shall assist the FBOC in seeking public input and communicating information regarding the development of recommendations.

E. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☐ Other:

Cabinet regularly discusses student enrollment projections and the associated facility needs.

The FBOC meets monthly to discuss current projects and develop future plans.

F. Administrative Recommendation:

Staff recommends the Board consider charging the Facilities and Bond Oversight Committee (FBOC), in accordance with policy CCA (Local) and the committee charter, with developing recommendations to present to the Board regarding the need for a bond election as early as May 2023.

G. Fiscal Impact and Cost: Amount TBD

☐ Budget ☐ 2021 Bond ☐ Grant/Special Funds ☐ Other

In order to develop realistic budgets, it will be necessary to engage a professional design firm to develop conceptual plans. Staff will seek Board approval if the cost meets the purchasing threshold.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver

I. Suggested Motion:

I move that the Hays CISD Board of Trustees charge the Facilities and Bond Oversight Committee (FBOC), in accordance with policy CCA (LOCAL) and the committee charter, with developing recommendations to present to the Board regarding the need for a future bond election, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: 2022 Bond Project – Elementary School 16 Design Development

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Deliver timely, cost effective facilities.

D. Summary:

☒ Previous board action relating to this item –

On June 27, 2022 the Board approved enhanced SD/DD with a plan to reduce the number of classrooms to 41 for the base bid and to include alternate bids for up to 47 classrooms.

☒ Background information –

The 2022 Bond contains provisions for the construction of Elementary School #16 located in the Anthem Subdivision.

The project included a 24% inflation factor suggested by the Association of General Contractors, based on the school being delivered and opened two years later than the Sunfield Elementary School prototype.

The initial construction estimate was approximately 60% over budget. After the first round of value engineering the construction estimate was approximately 40% over budget, and after additional value engineering the construction estimate was approximately 36% over budget.

The Huckabee DD documents accompanying this agenda contain design items needed to bring the project into budget including reducing behind-wall chases, collaboration spaces, and the number of classrooms.

Staff presented this informational item to the FBOC on June 23, 2022.

E. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☐ Other: Campus Staff

F. Administrative Recommendation:

Consideration and approval of the design-to-date for this project.

G. Fiscal Impact and Cost: Amount: See information below.

☐ Budget

☒ Bond 2022

☐ Grant/Special Funds

☐ Other

ES 16 to relieve NES	Original Estimate	SD	DD
Construction	\$39,581,436	\$44,759,440	\$43,160,326
Architect	\$89,793	\$426,364	\$322,421
FFE	\$2,770,700	\$3,133,161	\$3,021,223
Infrastructure and Fees	\$1,187,443	\$1,342,783	\$1,294,810
Project Contingency	\$4,640,671	-\$1,391,705	\$471,263
	\$48,270,043	\$48,270,043	\$48,270,043

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:

Date	Action
October 2022	Board consideration of CD
March 2023	Board Consideration of guaranteed maximum price (GMP)
July 2024	Substantial Completion

I. Suggested Motion:

I move the Hays CISD Board of Trustees approve the design development (DD) for the 2022 Bond Project - Elementary School 16, designed by Huckabee Architects, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: 2021 Bond Project – Bid Package 11 Wallace Middle School Renovations Design Development

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Deliver timely, cost effective facilities.

D. Summary:

☒ Previous board action relating to this item – The Board approved the SD for this project on May 23, 2022.

☐ Future action anticipated -

☒ Background information –

The 2021 Bond contains provisions for improvements to Wallace Middle School including the construction of new fine arts facilities, cafeteria and kitchen renovations, gymnasium renovations, indoor bleacher replacement, and admin improvements per the attached documents from O'Connell-Robertson Architects.

Staff requests the Board consider and approve a deficit design development with an estimated funding shortfall shown in the table in Section H and contained in the 2021 Bond Look-ahead included with this agenda.

Staff discussed this project with the FBOC on July 27, 2022.

E. Scope of Options Reviewed:

Reasons for rejecting alternatives:

F. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☒ Other: Campus Staff

G. Administrative Recommendation:

Consideration and approval of the design-to-date for this project.

H. Fiscal Impact and Cost: Amount: See table below.

☐ Budget

☒ Bond

☐ Grant/Special Funds

☐ Other

Wallace MS	Original	SD	DD
Construction	\$8,035,826	\$11,470,223	\$12,854,244
Architect 7%	\$562,508	\$802,916	\$899,797
FFE 7%	\$562,508	\$562,508	\$562,508
Infrastructure and Fees 3%	\$293,994	\$344,107	\$385,627
Project Contingency	\$344,953	-\$3,379,965	-\$4,902,388
Totals	\$9,799,788	\$9,799,788	\$9,799,788

I. 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:

Date	Action
December 2022	Board Consideration of guaranteed maximum price (GMP)
August 2024	Substantial Completion

J. Suggested Motion:

I move the Hays CISD Board of Trustees approve the design development for the 2021 Bond improvements to Wallace Middle School, designed by O'Connell Robertson Architects, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: 2022 Bond Project – Academic Support Center Schematic Design (SD)

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Deliver timely, cost effective facilities.

D. Summary:

☒ Background information –

The 2022 Bond contains provisions for the construction of a new Academic Support Center (ASC) which will become the new home for the Board, Superintendent, Curriculum & Instruction, Special Education, Human Resources, Benefits, Finance, Payroll, Safety & Security, Communications, Technology, and Operations. The proximity of these workspaces will enhance productivity and increase customer satisfaction.

The programming for this building began in 2020 with the A&E Design Group. The original schematic design (SD) was presented to the voters in a 2021 Bond proposition, which was not successful. The A&E Design Group continued the design process and produced a revised layout which was approved by the voters in May 2022. Since that time, A&E Design Group has partnered with OCR to deliver the project. We have included SD architectural materials for your review. The SD cost estimates in Section H were provided by Bartlett-Cocke.

E. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☒ Other: Campus Staff

F. Administrative Recommendation:

Consideration and approval of the design-to-date for this project.

G. Fiscal Impact and Cost: Amount: See table below

☐ Budget

☒ Bond 2022

☐ Grant/Special Funds

☐ Other

Hays CISD ASC	100SD Estimate
Construction	\$48,701,215
Architect	\$3,409,085
FFE	\$3,409,085
Infrastructure and Fees	\$1,461,036
Project Contingency	\$150,268
	\$57,130,690

The Construction Estimate includes the following:

CM Cont	\$891,235
Owner Cont	\$891,235
Design Cont	\$3,564,942
Escalation	\$3,564,942
	\$8,912,354

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:

Date	Action
October 2022	Board consideration of DD
December 2022	Board Consideration GMP 1 (Site, Foundation, Early Release Long Lead Items)
March 2024	Board Consideration of GMP 2
June 2024	Substantial Completion

I. Suggested Motion:

I move the Hays CISD Board of Trustees approve the schematic design (SD) for the 2022 Bond Project Academic Support Center, designed by O'Connell Robertson Architects, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: 2021 Bond Project – Bid Package 10 Live Oak Academy Renovations Design Development

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Deliver timely, cost effective facilities.

D. Summary:

☒ Previous board action relating to this item – The Board approve SD in May 2022

☐ Future action anticipated -

☒ Background information –

The 2021 Bond contains provisions for improvements to Live Oak Academy with the overarching project goal of adding capacity in order to reduce the student waiting list.

Improvements include classroom additions, administrative renovations, restroom improvements, parking improvements and HVAC improvements, per the attached documents from O'Connell-Robertson Architects.

Staff requests the Board consider and approve a deficit GMP as described.

Staff discussed this recommendation with the FBOC on July 27, 2022.

E. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☒ Other: Campus Staff

F. Administrative Recommendation:

Consideration and approval of the design to date for this project.

G. Fiscal Impact and Cost: Amount: See table below

☐ Budget

☒ Bond

☐ Grant/Special Funds

☐ Other

BP 10 Live Oak Academy	Estimate	SD	DD
Construction	\$7,341,098	\$8,391,149	\$8,357,850
Architect 7%	\$513,877	\$587,380	\$585,050
FFE 7%	\$513,877	\$587,380	\$585,050
Infrastructure and Fees 3%	\$268,577	\$251,734	\$250,736
Project Contingency	\$315,130	-\$865,086	-\$826,127
Totals	\$8,952,558	\$8,952,558	\$8,952,558

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:

Date	Action
October 2022	Board Consideration of guaranteed maximum price (GMP)
August 2024	Substantial Completion

I. Suggested Motion:

I move the Hays CISD Board of Trustees approve the design development (DD) for the 2021 Bond improvements at Live Oak Academy, designed by O'Connell Robertson Architects, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: 2021 Bond Project – Bid Package 9 Chapa Middle School and Simon Middle School GMP

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ Action needed

☐ Information only

☐ Receive input

B. Authority for This Action:

☐ Local Policy

☐ Law or Rule

☒ N/A

C. Goal or Need Addressed:

Deliver timely, cost effective facilities.

D. Summary:

☒ Previous board action relating to this item – The board approved SD in January 2022 and DD in April 2022.

☒ Background information –

The 2021 Bond contains provisions for improvements to Chapa Middle School (CMS) and Simon Middle School (SMS) including the construction of new fine arts facilities at both locations per the attached drawings from O'Connell-Robertson Architects.

The Project Team consisting of the owner (central and campus staff), architect (O'Connell Robertson, OCR), and construction manager at risk (Bartlett-Cocke) began detailed schematic design (SD) work on this project in November 2021.

In January 2022 and again in April 2022 the Board approved deficit SD and DD budgets with the understanding there would be several future check-points before proceeding to construction.

For this agenda item, staff recommends approval of a deficit GMP, as presented. The accounting look ahead contains estimated cost figures for credit change orders due to Hays CISD from projects finishing this summer.

Staff discussed this item with the FBOC on July 27, 2022.

E. Comments Received:

☒ Cabinet

☐ DLT

☒ FBOC

☐ Teacher Org. Reps.

☒ Other: Campus Staff

F. Administrative Recommendation:

Consideration and approval of the project GMP.

- G. Fiscal Impact and Cost:** **Amount:** See table below and the accounting look-ahead
☐ Budget ☒ Bond ☐ Grant/Special Funds ☐ Other _____

	Chapa GMP	Simon GMP	GMP Totals
Construction	\$5,268,734	\$3,986,738	\$9,255,472
Architect	\$368,811	\$279,072	\$647,883
FFE	\$368,811	\$279,072	\$647,883
Infrastructure and Fees	\$158,062	\$119,602	\$277,664
Project Contingency	-\$3,050,997	-\$2,190,473	-\$5,241,470
Totals	\$3,113,422	\$2,474,010	\$5,587,432

- 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:

Date	Action
November 18, 2023	Substantial Completion

- I. Suggested Motion:**
 I move the Hays CISD Board of Trustees approve the Guaranteed Maximum Price from Bartlett Cocke for the 2021 Bond improvements to Chapa Middle School and Simon Middle School, designed by O'Connell Robertson Architects, in the amount of \$9,255,472, as presented.



August 12, 2022

Mr. Max Cleaver
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, Texas 78640

Re: Guaranteed Maximum Price for the Hays CISD Chapa and Simon Middle School Additions & Renovations

Dear Mr. Cleaver:

Bartlett Cocke General Contractors advertised for, and received Subcontractor and Supplier proposals for the 100% Construction Document set for the above-referenced project on July 14, 2022. Based on the receipt of proposals and subsequent analysis, we have assembled the Guaranteed Maximum Price (GMP) for the work included in this proposal package. We are pleased to offer for approval the following overall GMP:

Nine Million Two Hundred Fifty-Five Thousand Four Hundred and Seventy-Two Dollars (\$9,255,472.00)

Included In This GMP:

• Escalation Allowance.....	\$185,110
• Owner Contingency.....	\$185,110
• CM Contingency	\$185,110

Items Included In This GMP:

- Payment and Performance Bond
- Construction Manager Fee
- General Conditions Costs
- BCLP Self-Perom Bid Items per July 13, 2022 letter.
- Subcontracted Cost-of-Work Items.
- Payroll Taxes, Insurance, and other Costs.
- Insurance, and other Costs
- Prevailing Wages and Benefits per Documents.
- All construction work per Plans and Specifications, unless specifically noted or excluded below.

Items Excluded From This GMP:

- Sales tax.
- Testing and inspections.
- Impact / Use / Development / Consultant / Jurisdictional / Agency fees.
- Environmental surveys and hazardous material identification, handling and/or removal.
- Adjustments, removal, or relocations to existing utilities, unless specifically shown or specified.
- Sub-surface investigations, test probe holes, geo-technical testing, and hidden conditions costs.
- All items not shown or specified in the referenced Proposal Documents.
- Utility consumption costs, public utility applications, public utility construction costs and hookup fees.

Clarifications and Assumptions:

- Per clarifications and assumptions log.

BARTLETT COCKE GENERAL CONTRACTORS

Building Better Lives

3330 CASEYBRIDGE COURT, AUSTIN, TEXAS 78704 ▼ TEL (512) 326-4223 • FAX (512) 326-3990 ▼ website: www.bartlettcocke.com



Proposal Documents:

- Documents developed by O'Connell Robertson Architects:

100% Construction Documents.....June 10, 2022
Addendum #1July 8, 2022
Addendum #2July 14, 2022

We have provided a GMP Summary for your assistance in preparing the Contract Amendment. At this time, we are requesting that you review and approve our GMP for the project in the above amounts. Upon approval, we will need a Contract Amendment to our Contract by the stated amounts and a Contract Notice to Proceed for this package. If you have any questions, please do not hesitate to call.

Sincerely,
BARTLETT COCKE GENERAL CONTRACTORS

Stefan Doerr

Stefan Doerr
Senior Estimator

CC: Hays CISD – Nathan Wensowitch
O'Connell Robertson – Hannah Laue
BCGC – Derek Even
BCGC – Hans Schneider
File

BARTLETT COCKE GENERAL CONTRACTORS

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HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Appraisal Calendar and Timeline

Administrator Responsible/Position: Dr. Fernando Medina, CHRO

Purpose of Agenda Item:

☐ Action needed

☒ Information only

☐ Receive input

Authority for This Action:

☒ Local Policy (DNA Legal/Local)

☒ Law or Rule

☐ N/A

Goal or Need Addressed: Appraisal Calendar for the 22-23 School Year.

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.

Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other

Administrative Recommendation:

☒ Advantages/benefits of this proposal – The calendar will provide for effective implementation of the teacher appraisal system.

☒ Possible problems or disadvantages of this proposal – Failure to adhere to Commissioner Rules may result in invalid appraisals.

Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action — Dr. Fernando Medina, CHRO

Evaluation method and timeline – The Appraisal Calendar will help ensure that all required elements of the appraisal system are met in a timely manner.

Suggested Motion:

No action needed – information only



2022-2023 EMPLOYEE APPRAISAL CALENDAR & TIMELINE

Date	Appraisal Activity
July 21, 2022	Annual T-TESS orientation for <i>New to District Teachers ONLY</i>
September 7, 2022 to September 30, 2022	No Formal Observations Allowed
October 1, 2022 to April 28, 2023	Formal Teacher Observation Period
October 3, 2022	*T-TESS Non-Evaluative Year Agreements must be submitted by teacher in Records.
October 7, 2022	*T-TESS Non-Evaluative Year Agreements must be approved or denied by principal in Records.
October 11, 2022	No observations allowed
October 14, 2022	T-TESS Goal Setting and Professional Development due to appraiser (<i>for existing and new teachers</i>)
October 28, 2022	No observations allowed
November 1, 2022	No observations allowed
November 11, 2022	Student Learning Objective (SLO) Complete
November 18, 2022	No observations allowed
November 28, 2022	No observations allowed
Prior to Thanksgiving Break	Formal Observations for <i>New/Novice Teachers</i> Complete
December 12, 2022 – December 16, 2022	No observations allowed
Prior to Winter Break	Formal Observations for Teachers <i>New to Hays CISD</i> Complete
January 5, 2023 – January 6, 2023	No observations allowed
January 13, 2023	No observations allowed
January 17, 2023	No observations allowed
January 27, 2023	T-TESS Formal Observations for teachers who may be considered for nonrenewal/termination at the end of the school year should be complete.
February 16, 2023	No observations allowed
February 21, 2023	No observations allowed

February 24, 2023	Administrator Contract Recommendations due to HR
March 3, 2023	TNLC Contract Recommendations due to HR Principals will hold contract recommendations for ESSER Intervention Teacher Contracts, Retire-Rehire Contracts, TNLC Contracts issued after January 1, 2023, and Contracts for Teachers with Pending Certifications.
March 10, 2023	No observations allowed
March 20, 2023	No observations allowed
March 27, 2023	Administrator Contracts and Nonrenewals or Terminations Presented to the Board
April 4, 2023	TNLC Contracts Presented to the Superintendent
April 6, 2023	No observations allowed
April 11, 2023	No observations allowed
April 24, 2023	TNLC Contract Nonrenewals or Terminations Presented to Board
April 28, 2023	Nurse, Librarian, and Counselor Appraisals Due
April 28, 2023	Last Day to Conduct Formal Observations
May 1, 2023	ESSER Intervention Teacher Contracts, Retire-Rehire Contracts, TNLC Contracts issued after January 1, 2023, and Contracts for Teachers with Pending Certifications Presented to Superintendent If ESSER Intervention is extended to 23/24.
May 4, 2023	Last Day for Summative Conferences (<i>Teachers ONLY</i>)
May 8, 2023	Letters of Reasonable Assurance (LORA) issued in Records
May 19, 2023	Paraprofessional/ Auxiliary Appraisals Due
May 25, 2023	Last Day of School
May 31, 2023	Summatives Complete in Perform
June 30, 2023	Administrator/ Professional Appraisals Due

***Teachers in the following assignments may not waive their 2022-2023 T-TESS Evaluation.**

Grades PK-3
4, 5, 6, 7, 8 Grade – Reading & Math
EOC English II
Algebra I

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: Purchasing Cooperative Fees

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: TEC Section 44.0331 (a) and (b)

☐ N/A

C. Goal or Need Addressed:

TEC Section 44.0331 (b) states, "the amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district."

D. Summary:

☐ Previous board action relating to this item - None

☐ Future action anticipated – Second Reading and Adoption of New FL (Local)

☒ Background information – The Texas Education Code requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Section 44.0331 (a) states, "a school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract." Section 44.0331 (b) states, "the amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district."

Fees Paid in FY 21-22

COOPERATIVE	GOVERNED BY	FEE
Central Texas Purchasing Alliance	An alliance of 70 School Districts	\$150
Texas Procurement and Support Services (State Contract)	Texas State Comptroller	\$100

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other _

F. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action – Randy Rau, Chief Financial Officer

G. Suggested Motion: None – Information Only

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

Date: August 22, 2022

Subject: Update on construction and renovation projects in the district

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☐ Action needed

☒ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy – CV(LOCAL)

☐ Law or Rule

☐ N/A

C. Summary:

☐ Previous board action relating to this item -

☒ Future action anticipated – As needed

☒ Background information - The board needs to monitor the progress of the bond projects and other construction projects to ensure the contract with the community is fulfilled.

D. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☐ Other _____

All agenda items are reviewed by Superintendent's Cabinet.

E. Administrative Recommendation: N/A

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

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: July 31, 2022 Financial Statements

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:
- D. Summary:
☒ Previous board action relating to this item - Monthly

☐ Future action anticipated -

☒ Background information – A separate summary is attached with the financials. **The financials will be uploaded via board blog prior to the regular meeting.**
- E. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____
- F. Administrative Recommendation:
There is no board action necessary. The monthly financial statements are presented as an information item.
- G. Fiscal Impact and Cost: Amount: \$ _____
☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other _____
- H. Suggested Motion:
There is no board action necessary.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 22, 2022

Subject: First Reading – Proposed Change to Policy FL (Local)

Administrator Responsible/Position: Tim Savoy, Chief Communications Officer

A. Purpose of Agenda Item:

☐ Action needed

☒ Information only

☐ Receive input

B. Authority for This Action:

☒ Local Policy: CW (Local)

☐ Law or Rule

☐ N/A

C. Goal or Need Addressed:

Update the list of items the district considers directory information in accordance with the federal Family Educational Rights and Privacy Act (FERPA).

D. Summary:

☐ Previous board action relating to this item - None

☐ Future action anticipated – Second Reading and Adoption of New FL (Local)

☐ Background information –

Policy FL (Local) Allows the district to make a determination of information it considers to be directory information in a student educational record. The current FL (Local) uses the standard sample federal Family Educational Rights and Privacy Act (FERPA) list of items.

The proposed changes:

Deletes date of birth for each student as a directory information item and replaces it with age only. In practice, the district has not released actual dates of birth for students for several years. Different law actually makes confidential dates of birth for employees, but not necessarily students. The district wishes to codify in policy that it will not release the dates of birth for students under any request for public information. Dates of birth can be used as one component in an attempt to steal a person's identity. However, there are occasions that it remains appropriate to release a student's age, or identifiable student information in conjunction with a request for all students who are in a certain age group. Examples would include requests for contact information from military recruiters and drivers' education instructors, who generally specify that they are only seeking contact information for students or parents of students who have reached a certain age. Additionally, the district, in its own coverage may wish to refer to a student using their age. Example: "8-year-old _____ is the youngest winner of the district spelling bee."

Adds a component to cover student video as a releasable item when that video is created in conjunction with a school endorsed purpose. Video captured, for example, as surveillance or security video, would not have been created as a school endorsed purpose as listed in the policy and would thus not be considered directory information or releasable under FERPA rules. Our directory information currently lists photographs as releasable, but it could be argued that a video and audio recording of a student is uniquely different from a photograph. The district has, in recent, years expanded its use of video and will continue to expand its video use. Examples include: social media, Wright this Minute videos, the new Shelton Stadium score board.

E. Comments Received:

☐ Cabinet

☐ DLT

☐ FBOC

☐ Teacher Org. Reps.

☒ Other General Public – Parent

who asked why age was listed as a directory information item.

F. Monitoring and Reporting TimeLine:

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

G. Attachment: DRAFT Policy FL (Local) showing mark-up of proposed change.

H. Suggested Motion: None – First Reading Only

STUDENT RECORDS

FL
(LOCAL)

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The principal is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by an accelerated learning committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

STUDENT RECORDS

FL
(LOCAL)

- c. Immunization records. [See FFAB]
- 6. Attendance records.
- 7. Student questionnaires.
- 8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
- 9. Verified reports of serious or recurrent behavior patterns.
- 10. Copies of correspondence with parents and others concerned with the student.
- 11. Records transferred from other districts in which the student was enrolled.
- 12. Records pertaining to participation in extracurricular activities.
- 13. Information relating to student participation in special programs.
- 14. Records of fees assessed and paid.
- 15. Records pertaining to student and parent complaints.
- 16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view

STUDENT RECORDS

FL
(LOCAL)

the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

STUDENT RECORDS

FL
(LOCAL)

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-endorsed purposes; and
2. Items for all other purposes.

STUDENT RECORDS

FL
(LOCAL)

School- Endorsed
Purposes

For the following school-endorsed purposes, directory information shall include student name; address; telephone listing; electronic mail address; photograph; video and audio recorded for a school-endorsed purpose; ~~date and place of birth~~; age; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

For purposes of this policy, "School-Endorsed Purposes" shall include the following: yearbook, school pictures, graduation-related services and products, campus directories, newsletters, campus and District websites and social media, awards, honors, student artwork or creative product that is not considered an educational record, displays, extra and cocurricular programs or events, campus and District photos, campus and District videos, news media, business of publicly elected officials in Texas that specifically relates to their offices, student alumni groups and reunion committees, and other circumstances that aid the District in accomplishing its mission.

All Other Purposes

For all other purposes, directory information shall not be released.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: August 29, 2022

Subject: TASB Policy Update 119 Affecting Local Policies - First Reading

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

☐ Action Needed

☒ Information Only

☐ Receive Input

B. Authority for This Action

☒ Local Policy

☐ Law or Rule

☐ N/A

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

C. Goal or Need Addressed:

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

D. Summary:

☐ Previous board action relating to this item -

☒ Future action anticipated – TASB Update 119 will be presented for a second reading at the September 19, 2022 Agenda Workshop Meeting with anticipated action being taken at the September 26, 2022 Business Meeting.

☒ Background information – Update 119 focuses on updating (LEGAL) policies that were affected by changes in administrative rule and commissioner of education rulings. Several (LOCAL) policy revisions to local policies listed below, are provided by TASB and reflect the changes in law or administrative rules for organizational and restructuring purposes:

CPC(LOCAL): Office Management - Records Management

DMA(LOCAL): Add Policy - Professional Development: Required Staff Development

EHAA(LOCAL): Basic Instructional Program: Required Instruction (All Levels)

EHB(LOCAL): Add Policy - Curriculum Design: Special Programs

EHBAA(LOCAL): Add Policy - Special Education: Identification, Evaluation and Eligibility

EHBB(LOCAL): Special Programs: Gifted and Talented Students

EIF(LOCAL): Academic Achievement: Graduation

FFBA(LOCAL): Crisis Intervention: Trauma-Informed Care

FFH(LOCAL): Student Welfare: Freedom from Discrimination, Harassment, and Retaliation

E. Comments Received:

☒ Cabinet

☐ DLT

☐ FBOC

☒ Teacher Org. Reps.

☐ Other

F. Administrative Recommendation:

The TASB Update 119 is presented as a first reading for the Board's consideration, review and feedback.



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

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

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ **Administrator**, as prescribed by Local Government Code 176.001 and 176.0065.007 [See BBFA and CHE]
- Officer for ~~public information~~ **Public Information**, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public ~~information coordinator~~ **Information Coordinator**, as prescribed by Government Code 552.012. [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~Superintendent~~ **Superintendent** shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LOCAL)

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (ALL LEVELS)

EHAA
(LOCAL)

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the ~~District's~~ district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on
Prevention of Child
Abuse, Family
Violence, Dating
Violence, and Sex
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

SPECIAL EDUCATION
IDENTIFICATION, EVALUATION, AND ELIGIBILITY

EHBAA
(LOCAL)

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Referral	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year. The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Reassessment	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
Transfer Students Interdistrict	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate. [See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
Furloughs	The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student. In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.
Exit Provisions	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
Appeals	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
Program Evaluation	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

administrators, teachers, [school](#) counselors, students in the gifted and talented program, and the community.

Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with the state plan for gifted and talented students.~~

**Community
Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
No Fine Arts Substitutions	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
Physical Education Substitutions	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
Activities and Courses	
Private or Commercial Programs	The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner of education. [See also EHAC]
Financial Aid Application Confirmation	As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following: 1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data; 2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA; 3. A copy or screenshot of the FAFSA acknowledgment page; 4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

CRISIS INTERVENTION
TRAUMA-INFORMED CARE

FFBA
(LOCAL)

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law [and the Board-approved District professional development plan](#). The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

~~The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.~~

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Note: This policy addresses discrimination, **including** harassment, and retaliation against District students. For provisions regarding discrimination, **including** harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

**Statement of
Nondiscrimination**

~~The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, sexual orientation, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.~~

Discrimination

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, sexual orientation, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited
Harassment**
**Prohibited
harassment**
**Statement of
Nondiscrimination**

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, sexual orientation, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

Harassment

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, sexual orientation, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

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2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

~~Harassment~~**Prohibited harassment** includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual
Based Harassment**

As required by law, the District shall follow the procedures below at Response to **Title IX Sexual Harassment**—~~Title IX~~ upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment **in an education program or activity and against a person in the United States** under Title IX. [See FFH(LEGAL)]

**Other Sexual
Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

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Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based
Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

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Examples	Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.
Dating Violence	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 the other 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. For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct: 1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment; 2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or 3. Otherwise adversely affects the student's educational opportunities.
Examples	Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.
Reporting Procedures	Any student who believes that he or she has experienced prohibited conduct and any person who believes that a another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.
Student Report	
Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

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Definition of District Officials	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
Alternative Reporting Procedures	An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent. A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.
Timely Reporting	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
Notice to Parents	The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult. [For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.] When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.
Investigation of Reports Other Than Title IX	The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Title IX Sexual Harassment — Title IX .

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	The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.
Initial Assessment	Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation. If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.
Interim Action	If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.
District Investigation	The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation. The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.
Criminal Investigation	If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.
Concluding the Investigation	Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

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	The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.
<i>Notification of Outcome</i>	Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.
<i>District Action Prohibited Conduct</i>	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, and harassment, and retaliation.
<i>Bullying</i>	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
<i>Improper Conduct</i>	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
<i>Confidentiality</i>	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
<i>Appeal</i>	A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent has the shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

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**Response to Title IX
Sexual Harassment–
Title IX**

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed or dismissed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal
Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

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3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student

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who refuses to participate in any manner in an investigation under Title IX. [In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.](#)

Examples

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

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

Hays CISD

Board of Trustees Operating Procedures



Board Meetings

While Board Meetings are for the purpose of the Board conducting the business of the District in public, they are not public forums for the purpose of securing interaction with the public.

Developing the Board Meeting Agenda (Ref Policy BE)

- ▶ Agendas
 - The Superintendent will develop all Board Meeting agendas in collaboration with the Board President.
 - Items discussed at previous Board Meetings which are proposed for inclusion by more than one board member at a future meeting will also be added when appropriate.
 - Board Members must request to the Board President and Superintendent in writing, any item(s) they wish to have considered for placement on the agenda.
 - Items may be placed on the agenda by the Superintendent, the Board President, any Board Member with approval of the President, or through a request by any two Board Members.
 - No item can be placed on the agenda less than ten days in advance of the meeting without the Board President's approval.
 - No item can be placed on the agenda less than three work days in advance of the meeting unless an emergency or public necessity exists.
 - The complete agenda will be reviewed by the Superintendent and the Board President the Tuesday afternoon prior to the Agenda Workshop Meeting.
 - An annual agenda content calendar will be maintained by the Superintendent's office. This will be used to determine the minimum routine items that need to be on each regular meeting agenda. Other items can be added as requested following the procedures above and as noted in the minutes of previous Board Meetings. At, or close to the beginning of each school year, this agenda content calendar, including references to impacted policies and performance goals, will be presented to the Board at an agenda workshop meeting for Board review.
 - Board Members will adhere to deadlines and parameters of the Board agenda/event calendar.
- ▶ Timely Notification and Information
 - Board Members shall be notified of a meeting at least 72 hours prior to a regular meeting, workshop or special meeting, and at least one hour prior to an emergency meeting.
 - Typically, information will be provided to each Board Member via electronic or hard copy delivery. Questions regarding supporting documents should be directed to the Superintendent, or a member of the Superintendent's Cabinet, with a copy to the Administrative Assistant to the Superintendent.

- Copies of the agenda, for non-emergency meetings, shall be available for the Board Members requesting a copy no later than 5:00 p.m. on Wednesday prior to the Agenda Workshop Meeting.
 - Board members will attempt to have all questions regarding agenda items submitted to the Superintendent by 5:00 p.m. on Friday prior to the Board Agenda Workshop Meeting. The Superintendent and his Cabinet will make every attempt to communicate the answers to the questions to Board Members prior to the Monday meeting with a copy of the questions and answers included in the dais folders.
- Open and Closed Session Format
- Every Board Meeting will begin at the designated posted time and reconvene at the posted time.
 - Closed Session items for which there is a corresponding action item to be considered during the Open Session of the meeting will be scheduled prior to the beginning of the Open Session. The Board President and Superintendent shall, to the extent possible, allocate sufficient time to complete Closed Session discussion prior to the beginning of the Open Session.
 - If more Closed Session discussion is needed, the Presiding Officer shall announce that it is necessary for the Board to reconvene in Closed Session.
 - The Presiding Officer shall state publicly that any action, if taken, will be conducted in Open Session following the Public Comment portion of the meeting; or, if appropriate, that no action will then be taken.
- Consent Agenda
- The consent agenda includes items of routine and/or recurring nature, grouped together under one action item.
 - The consent agenda shall be limited to:
 - > Routine Personnel
 - > Minutes
 - > Budget Amendments
 - > Routine Contracts/Agreements
 - > Routine Procurements
 - > Acceptance of Gifts
 - > Acceptance of Grants
 - > Other items agreed to by the Board
 - Background material for each consent agenda item shall be furnished to the Board in the meeting's supporting documents.
 - All consent agenda items shall be acted upon by one vote without separate discussion.
 - A Board Member may request that an item be withdrawn for individual consideration.
- Meeting Dates
- The Superintendent and Board will develop a Board calendar that will include regular and workshop meeting dates of the Board of Trustees and the Board shall vote on the calendar annually.

- The calendar will include those items that are cyclical and/or recurring for consideration at regular or workshop meetings.

Conducting Board Meetings

► Quorum

- Attendance at Meetings - Whenever a Board Member will be late to, or absent from, a meeting or workshop, the Board Member must notify the Board President and the Superintendent's Secretary of the absence or the anticipated time of arrival to the meeting or workshop.
- Any time four or more Board Members are gathered to discuss school district business, it is considered a meeting, and must be posted as such according to Board legal policy.

► Closed Sessions

- The Board may meet in Closed Session as provided for in the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E.
- Before any Closed Session is convened, the Presiding Officer will announce publicly, as appropriate, that matters before the Board exist that necessitate convening into Closed Session to serve and protect the interests of the District, and that any action, if necessary, resulting from duly posted Closed Session items shall be conducted in Open Session. The Presiding Officer will also announce the specific sections of the Texas Government Code under which the Board will be meeting in closed session.
- The posted agenda shall identify the section or sections of the Act authorizing the Closed Session and the general topics or subjects to be discussed. The Presiding Officer of the Board shall publicly identify such section or sections and such topics and subjects.
- The Superintendent shall attend all sessions of the Board, both Open and Closed, except when the Board desires to meet without the Superintendent to consider the Superintendent's contract, evaluation or performance, or to resolve conflicts between individual Board Members, or to act as a tribunal.
- In the event of the Superintendent's illness or Board approved absence, the Superintendent's designee shall attend such meetings.

► Public Participation at Board Meetings

- The Board shall provide for public comment at each meeting, including all regular and special meetings. (Ref Policy BED)
- Prior to the beginning of the Public Forum, the Presiding Officer will announce the rules for public participation.
- A citizen must sign up on the appropriate form prior to the Public Forum portion of the agenda. The topic described on the form may be complete and in sufficient detail as to determine appropriateness of the topic prior to addressing the Board. Comments on posted agenda items may be taken first. Comments on non-agenda items may be permitted only after all agenda-specific comments have been made and if time permits.

- Public comments may be on items listed on the agenda or other areas of school district operations. Speakers with specific complaints or comments about identifiable students, employees, or officials of the District will be directed to the appropriate District administrator and/or the District's formal complaint process. Speakers shall be discouraged from using the names of specific individuals in their public comments.
 - Questions asked during Public Forum on posted agenda items may be answered or addressed by the Board during the discussion of that agenda item. Comments or questions on topics not on the posted agenda may be referred to the Superintendent for consideration and a later response, if appropriate.
 - The Presiding Officer shall determine the time limitation for each speaker, based on the number of individuals signed up to speak in Public Forum at the entrance prior to reconvening in open session. The time allotted to each speaker shall not exceed five minutes. Groups of five or more people wishing to speak on a single subject will be encouraged to appoint a spokesperson to express the views of the group. A speaker may not defer his/her allotted time to another speaker.
 - The Presiding Officer shall determine the total allotment of time for each Public Forum, based on the number of individuals signed up to speak at the start of each meeting. The standard time allotted for Public Forum shall be a total of 30 minutes.
 - The Board vests in its Presiding Officer the authority to terminate the remarks of any individual when such individual does not adhere to the established rules.
 - The Board shall not tolerate disruption of the meeting by members of the audience. If any person disrupts the meeting by his or her words or actions, the Presiding Officer may request assistance from law enforcement officials to have the person removed from the meeting.
- Board Meeting Parliamentary Procedure (Ref Policy BE)
- The Board President serves as the Presiding Officer at Board Meetings. In the absence of the President, the Vice-President will preside.
 - The Board shall be guided by parliamentary procedure as detailed in Robert's Rules of Order, for Small Boards and Committees, or as spelled out in adopted procedure.
 - The Board President has the responsibility to keep the discussion to the motion at hand and shall halt discussion that does not apply to the business before the Board.
- Transacting Business (Ref Policy BBE)
- When an agenda item is presented, a discussion shall be held and a decision reached through voting in accordance with prescribed procedures.
 - Whenever possible, the Board should work toward a consensus model of decision-making. There may be dissenting votes which are a matter of record. However, once a decision has been made, all Board Members should support the majority vote of the Board, recognize that it carries the full authority of the Board, and individually respect that vote.
 - Whenever possible, board members are strongly encouraged to state reason why they are abstaining or voting no on an item.

- ▶ Hearings (Ref Policy [FNG](#), [FOD](#), [DGBA](#), [GF](#))
 - Employee, community and/or student/parent grievances will be handled according to Board policy [FNG](#), [FOD](#), [DGBA](#), [GF](#).

Board Workshops

The Board will conduct Special Meetings/Board Workshops as needed.

- ▶ The workshop format is intended to allow the Administration to present information to the Board that is:
 - Time sensitive and/or discussion intensive
 - Required by law, rule or policy, and
 - Is necessary for the efficient and effective operation of the District
- ▶ Board workshops are not intended to substitute for regular monthly Board Business Meetings, although a quorum of the Board may take action, as necessary.
- ▶ The workshops are intended to allow an opportunity for presentation, questions, discussion and an assessment of the Board's perspective.
- ▶ The Board President serves as the Presiding Officer at Board Workshops; however, it is understood that the intended nature and format of workshops allows for the Superintendent to substantially facilitate the presentation and ordering of items under consideration. In the absence of the President, the Vice-President will preside.

Board Committees (Ref Policy [BDB](#))

- ▶ The Board may, from time to time as it deems necessary, create committees to facilitate the efficient and necessary operation of the Board.
- ▶ The President shall appoint members to special Board committees, and the Board President and the Superintendent shall be ex officio members of all Board committees unless otherwise provided by Board action.

District- and Campus-Level Committees

- ▶ District- and campus-level planning and decision-making committees serve in an advisory capacity to the Board and make recommendations to the Board for final Board action; therefore, Board Members shall not serve on or attend such committees, except the Board and Superintendent Student Advisory Panel, unless otherwise provided by federal or state law, or approved by the Board

Electing Board Officers (Ref Policy [BDAA](#))

- ▶ At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:
 1. A president, who shall be a member of the Board – Presides as chair over meetings.

2. A vice president, who shall be a member of the Board – Fills in as chair if President unable to attend or chair meeting
3. A secretary, who may or may not be a member of the Board – Records requests for information from trustees.
4. Such other officers and committees as the Board may deem necessary
Education Code 11.061(c).

- ▶ A vacancy among officers of the Board shall be filled by majority action of the Board.

ANNUAL EVALUATIONS

Superintendent Evaluation (Ref Policy BJCD, BJCF, BJA)

- ▶ The Superintendent evaluation instrument will be updated and approved annually in conjunction with the adoption of the Board and Superintendent Goals.
- ▶ Three formative evaluations may be conducted annually in closed sessions at the Board Agenda Workshops. The suggested dates of these evaluations are the Agenda Workshops in February, August and November, or as close to those months as possible. New Board members will receive training on how to evaluate the superintendent prior to the first formative dialogue session.
- ▶ A summative evaluation will be conducted in closed session annually in May.
 - This closed session shall be on a date separate from the regular monthly Board Agenda Workshop or Board Meeting.
 - This session may include a discussion of the Superintendent's contract.
- ▶ The Board will use the approved evaluation instrument for the summative evaluation. A copy of the evaluation document will be completed in advance by each Board Member and brought with the Board Member to a special closed session meeting. After coming to a consensus on each evaluated item, the Board shall prepare a single composite Summative Evaluation Document to be given to the Superintendent for discussion during that closed meeting.
- ▶ The Board shall strive to accomplish the following objectives during each evaluation.
 - Develop and sustain a harmonious working relationship between the Board and the Superintendent.
 - Ensure administrative leadership for excellence in the District.
 - Formulate Board consensus about the Superintendent's performance and the District's progress toward achieving its goals and objectives.

Board Evaluation/Team Building

- ▶ There will be a routine assessment of the status of the Board/Superintendent team annually as required by law.

- ▶ The evaluation and team building process may include:
 - Board operating procedures
 - Board Member training
 - Social Contract
 - Conflict resolution
 - Working relationships with the Superintendent
 - Long-range planning and goal setting
 - Relationship with the community

INDIVIDUAL BOARD MEMBERS

Access to Information (Ref Policy BBE)

- ▶ An individual Board Member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code.
- ▶ Individual Board Members shall not have access to confidential student records, unless there is a legitimate educational interest in the records in accordance with policies FL (LEGAL) and (LOCAL).
- ▶ A Board Member may request existing information and reports from the Superintendent's office. If the information is not available or a new report must be generated, it shall be requested through the Board President. If the Board President does not agree to the request, it may be resubmitted to the Board President by two or more Trustees. In case of emergency, the Board President may request information or reports.
- ▶ Board Member inquiries of staff shall be limited to Superintendent's Cabinet and responses will be distributed to all Board Members.

Communication with Other Board Members

- ▶ Board electronic and written communications regarding District issues should be routed through the Superintendent's office so that information can be disseminated and/or questions can be addressed in this manner, rather than among and between Board Members.
- ▶ A Board Member may discuss a District issue with no more than two other Board Members unless in a duly posted Board Meeting.

Communication with the Media

- ▶ The Board President serves as the official spokesperson for the Board team to the media/press on issues of media attention.
- ▶ Media calls should be directed to Superintendent and the Chief Communication Officer as the district spokesperson.
- ▶ Board Members asked for individual comments or opinions by the media/press are to qualify those statements as being the opinion of the individual Board Member and not representative of the Board as a whole or the District.

Complaints to Board Members (Ref Policy BBE)

- ▶ Employees, students, parents or other members of the public who bring concerns or complaints to an individual Board Member for the purpose of seeking remedy or perspective shall receive guidance that reflects:
 - An understanding by each Board Member that information provided to a Board Member, in some specific situations, could cause the Board Member receiving the information to be disqualified from participating in future hearing(s) or action by the Board specific to the issue;
 - Adherence to the Board's policies (DGBA, FNG, FOD and GF) regarding complaints and grievances.
- ▶ Board Members may notify the Superintendent's office of any complaint.
- ▶ As necessary, the Superintendent or designee shall guide the complainant to the appropriate staff member.

Visits to Campuses

- ▶ Board Members are encouraged to attend any and all school events as their time permits, and to show support of school activities.
- ▶ Board Members must notify the Superintendent or designee prior to visiting a campus in an official capacity.
- ▶ Board Members shall not visit a campus in an attempt to evaluate.

Board Member Training (Ref Policy BBD)

- ▶ Board Members are required to attend training set forth in Policy BBD. In addition to the orientation and team building training, a Board Member shall receive additional continuing education on an annual basis, in fulfillment of assessed needs and based on the framework for governance leadership. At a minimum, the district will cover the cost of registration, travel and lodging for each Board Member for the minimum number of hours shown on the *Continuing Education Requirements for School Board*

Members as published on the TASB website (with the exception of the 2021 TASA/TASB Convention). All costs for additional training will be the responsibility of the individual Board Member, unless otherwise agreed to by the Board

- ▶ Board memberships to any and all associations shall be brought to the Board for discussion and approval.